



CITY OF NEWBURGH
COUNCIL MEETING AGENDA
SESION GENERAL DEL CONSEJAL

November 23, 2020

7:00 PM

Mayor/Alcaldesa

1. Moment of Silence / Momento de Silencio
2. Pledge of Allegiance/ Juramento a la Alianza

City Clerk:/Secretaria de la Ciudad

3. Roll Call/ Lista de Asistencia

Communications/Comunicaciones

4. Approval of the Minutes of the City Council Meeting on November 9, 2020
5. City Manager Update/ Gerente de la ciudad pone al día a la audiencia de los planes de cada departamento

Presentations/Presentaciones

Comments from the public regarding agenda and general matters of City Business/Comentarios del público con respecto a la agenda y sobre asuntos generales de la Ciudad.

Comments from the Council regarding the agenda and general matters of City Business/Comentarios del Consejo con respecto a la agenda y sobre asuntos generales de la Ciudad

City Manager's Report/ Informe del Gerente de la Ciudad

6. Resolution No. 280 - 2020 - Agreement with ACA Environmental Services, Inc.

Resolution amending Resolution No. 235-2020 of October 13, 2020 and authorizing the City Manager to accept a proposal and execute an agreement with ACA Environmental Services, Inc. in an amount not to exceed \$21,935.00 for abatement and removal of asbestos containing material at 125-129 Grand Street.

Resolución que enmienda la Resolución No. 235-2020 del 13 de octubre de 2020 y autoriza al Gerente de la Ciudad a aceptar una propuesta y ejecutar un acuerdo con ACA Environmental Services, Inc. por un monto que no exceda \$21,935.00 para la eliminación y extracción de materiales que contienen asbestos en la 125-129 de la Calle Grand.

7. Resolution No. 281 - 2020 - Certifying base percentages, base proportions & adjusted base proportions under RPTL Article 19

Resolution to certify the base percentages, current percentages, current base proportions and adjusted base proportions under the Homestead Option of Article 19 of the Real Property Tax Law of the State of New York.

Resolución para certificar los porcentajes de base, porcentajes actuales, proporciones de base actual y proporciones de base ajustadas bajo la Opción de Propiedad del Artículo 19 de la Ley de Impuestos de Bienes Raíces del Estado de Nueva York.

8. Resolution No. 282 - 2020 - Adopting the FY2021 budget

Resolution adopting the Budget for the Fiscal Year 2021.

Resolución que adopta el Presupuesto para el Año Fiscal 2021.

9. Resolution No. 283 - 2020 - Elected Officials Benefit Policy

Resolution adopting the City of Newburgh Elected Officials Benefit Policy.

Resolución que adopta la Póliza de Beneficios para Oficiales Electos en la Ciudad de Newburgh.

10. Resolution No. 284 - 2020 - To enter into agreement with Seamlessgov

Resolution authorizing an agreement with Bizodo, Inc. (D/B/A SeamlessDocs, Inc.) for online fillable portable document format ("PDF") services for a three year term at a total cost of \$41,145.00.

Resolución que autoriza un acuerdo con Bizodo, Inc. (D/B/A SeamlessDocs, Inc.) para servicios de formato de documentos portátil rellenable en línea ("PDF") por un término de tres años por un costo total de \$41,145.00.

11. Resolution No. 285 - 2020 - Release of Restrictive Covenants for 45 Concord Street

Resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to 45 Concord Realty Partners, LLC to the premises known as 45 Concord Street (Section 29, Block 1, Lot 12).

Resolución que autoriza la ejecución de la liberación de cláusulas restrictivas y derecho de reingreso por un título emitido a 45 Concord Realty Partners, LLC a las instalaciones conocidas como la 45 de la Calle Concord (Sección 29, Bloque 1, Lote 12).

12. Resolution No. 286 - 2020 - Release of Restrictive Covenants for 44

Hasbrouck Street

Resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to Hasbrouck Equities LLC to the premises known as 44 Hasbrouck Street (Section 38, Block 3, Lot 50).

Resolución que autoriza la ejecución de la liberación de cláusulas restrictivas y derecho de reingreso de un título emitido a Hasbrouck Equities LLC para las instalaciones conocidas como la 44 de la Calle Hasbrouck (Sección 38, Bloque 3, Lote 50).

13. Resolution No. 287 - 2020 - Partial Release of Restrictive Covenants for 412 Liberty Street

Resolution authorizing the execution of a partial release of restrictive covenants and right of re-entry from a deed issued to Christopher Michael Manzione to the premises known as 412 Liberty Street (Section 10, Block 1, Lot 46).

Resolución que autoriza la ejecución de la liberación parcial de cláusulas restrictivas y derecho de reingreso de un título emitido a Christopher Michael Manzione para las instalaciones conocidas como la 412 de la Calle Liberty (Sección 10, Bloque 1, Lote 46).

14. Resolution No. 288 - 2020 - Release of Restrictive Covenants for 254 Liberty Street

Resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to Hudson Todd, LLC to the premises known as 254 Liberty Street (Section 18, Block 6, Lot 26).

Resolución que autoriza la ejecución de la liberación de cláusulas restrictivas y derecho de reingreso de un título emitido a Hudson Todd, LLC para las instalaciones conocidas como la 254 de la Calle Liberty (Sección 18, Bloque 6, Lote 26).

15. Resolution No. 289 - 2020 - Release of Restrictive Covenants for 112 Johnston Street

Resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to 65 Lander, LLC to the premises known as 112 Johnston Street (Section 18, Block 10, Lot 12).

Resolución que autoriza la ejecución de la liberación de cláusulas restrictivas y derecho de reingreso de un título emitido a 65 Lander, LLC para las instalaciones conocidas como la 112 de la Calle Johnston (Sección 18, Bloque 10, Lote 12).

16. Resolution No. 290 - 2020 - Release of Restrictive Covenants for 252 First Street

Resolution authorizing the execution of a release of restrictive covenants and

right of re-entry from a deed issued to Michael Alexander to the premises known as 252 First Street (Section 22, Block 5, Lot 29).

Resolución que autoriza la ejecución de la liberación de cláusulas restrictivas y derecho de reingreso de un título emitido a Michael Alexander para las instalaciones conocidas como la 252 de la Calle First (Sección 22, Bloque 5, Lote 29).

17. Resolution No. 291 - 2020 - 30 Roe Street - Release of Restrictive Covenants

Resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to MO Properties LLC to the premises known as 30 Roe Street (Section 7, Block 11, Lot 14).

Resolución que autoriza la ejecución de la liberación de cláusulas restrictivas y derecho de reingreso de un título emitido a MO Properties, LLC para las instalaciones conocidas como la 30 de la Calle Roe (Sección 7, Bloque 11, Lote 14).

18. Resolution No. 292 - 2020 - Purchase of 394 Washington Street

Resolution to authorize the conveyance of real property known as 394 Washington Street (Section 34, Block 3, Lot 47) at private sale to Inocente Virginia Vidal Soriano for the amount of \$100,000.00.

Resolución que autoriza el traspaso de bienes raíces conocidas como la 394 de la Calle Washington (Sección 34, Bloque 3, Lote 47) en una venta privada a Inocente Virginia Vidal Soriano por el monto de \$100,000.00.

19. Resolution No. 293 - 2020 - Tax Foreclosed Property Liability Insurance Renewal

Resolution authorizing approval of a general liability insurance policy for City-owned tax foreclosed properties for the period of November 27, 2020 to November 26, 2021.

Resolución que autoriza la aprobación de la póliza de seguro de responsabilidad general para propiedades de la Ciudad con impuestos hipotecarios por el periodo de 27 de noviembre de 2020 al 26 de noviembre de 2021.

20. Resolution No. 294 - 2020 - To Schedule a Public Hearing and 5-Day Public Comment Period for a Substantial Amendment to the FY2019 Community Development Block Grant (CDBG) Annual Action Plan to accept a second allocation of Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Funding

Resolution scheduling a public hearing for December 14, 2020 and opening a 5-day comment period to hear public comment concerning a substantial amendment to the City of Newburgh CDBG FY2019 Annual Action Plan for a

second allocation of Coronavirus Aid, Relief, and Economic Security Act funding.

Resolución que programa una audiencia pública para el 14 de diciembre de 2020 y abre un periodo de comentario público de 5 días para escuchar comentarios públicos sobre una enmienda substancial al Plan de Acción Anual de CDBG AF2019 de la Ciudad de Newburgh bajo la Ley de Seguridad para una segunda asignación de Ayuda para Coronavirus, Alivio y Financiamiento Económico.

21. Resolution No. 295 - 2020 - Surplus Bicycles at the Police Department

Resolution declaring 22 bicycles as surplus and authorizing disposition to Individuals Making Positive Advancements in their Communities Together, Inc.

Resolución declarando 22 bicicletas como excedente y autorizando la Disposición a Individuos Haciendo Avances Positivos en sus Comunidades Juntos, Inc.

22. Resolution No. 296 - 2020 - Zoning Amendment - SEQRA Determinations

Resolution of the City Council of the City of Newburgh declaring itself Lead Agency, declaring the matter a Type I action, accepting Parts II and III of the Full Environmental Assessment Form, and issuing a Negative Declaration, all pursuant to the State Environmental Quality Review Act ("SEQRA") with respect to the adoption of a revision to Chapter 300 entitled "Zoning" of the Code of Ordinances of the City of Newburgh.

Resolución del Ayuntamiento de la Ciudad de Newburgh declarándose como Agencia Principal, declarando el tema una acción Tipo I, aceptando Partes II y III del Formulario de Evaluación Ambiental Completa y Emitiendo una Declaración Negativa, todo conforme al Acta de Revisión de Calidad Ambiental Estatal ("SEQRA") con respecto a la adopción de una revisión al Capítulo 300 titulado "Zonificación" del Código de Ordenanzas de la Ciudad de Newburgh.

23. Ordinance No. 10 - 2020 - Zoning Amendment - Amending Chapter 300 and Adopting Revised Zoning Map

Ordinance amending Chapter 300 entitled "Zoning" of the Code of Ordinances of the City of Newburgh and adopting a revised zoning map for the City of Newburgh.

Ordenanza que enmienda el Capítulo 300 titulado "Zonificación" del Código de Ordenanzas de la Ciudad de Newburgh y adoptando un mapa revisado de zonificación para la Ciudad de Newburgh.

24. Ordinance No. 11 - 2020 - Adding Article III entitled "Masks and Face Coverings"

An ordinance adding Article III entitled "masks and face coverings" to Chapter 187 entitled "Health and Sanitation" of the Code of Ordinances of the City of Newburgh requiring face masks and face coverings to prevent the spread of infectious diseases.

Ordenanza que añade el Artículo III titulado "máscaras y coberturas faciales" al Capítulo 187 titulado "Salud y Saneamiento" del Código de Ordenanzas de la Ciudad de Newburgh requiriendo mascarar faciales y coberturas faciales para prevenir la propagación de enfermedades infecciosas.

25. Local Law No. 5 - 2020 - Amending City Charter Section C3.10 to establish term limits for elected officials

Local Law amending Section C3.10 entitled "Terms of Office" of the City Charter of the City of Newburgh to establish term limits for elected officials.

Ley Local que enmienda Sección C3.10 titulado "Términos de Oficina" del estatuto de la Ciudad de Newburgh para establecer los límites de términos de los oficiales electos.

26. Local Law 6 - 2020 - Amending City Charter Section C4.00 to increase the annual salary of the Mayor and Council Members

Local Law amending Section C4.00 entitled "Legislative Powers Fixed in Council" of the City Charter of the City of Newburgh to increase the annual salary of the Mayor and Council Members.

Ley Local que enmienda Sección C4.00 titulado "Poderes Legislativos fijados en el Consejo" del estatuto de la Ciudad de Newburgh para incrementar el salario anual del Alcalde y los Miembros del Consejo.

27. Ordinance No. 12 - 2020 - Amending Chapter 163 "Fees" to increase water rates

Ordinance amending Chapter 163 entitled "Fees" of the Code of the City of Newburgh.

Ordenanza enmendando Capítulo 163 titulado "Tarifas" del Código de la Ciudad de Newburgh.

Old Business: / Asuntos Pendientes

New Business: / Nuevos Negocios

Final Comments from the City Council/ Comentarios Finales del Ayuntamiento:

Adjournment/ Aplazamiento:

RESOLUTION NO.: 280 - 2020

OF

NOVEMBER 23, 2020

**A RESOLUTION AMENDING RESOLUTION NO. 235-2020 OF OCTOBER 13, 2020 AND
AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL AND
EXECUTE AN AGREEMENT WITH ACA ENVIRONMENTAL SERVICES, INC.
IN AN AMOUNT NOT TO EXCEED \$21,935.00 FOR
ABATEMENT AND REMOVAL OF ASBESTOS CONTAINING MATERIAL
IN THE 123 GRAND STREET IMPROVEMENTS PROJECT**

WHEREAS, the City of Newburgh is undertaking improvements to the Grand Street Courthouse building located at 123 Grand Street; and

WHEREAS, by Resolution No. 57-2020 of March 9, 2020, the City Council authorized a contract with Quality Environmental Solutions & Technologies, Inc. for pre-construction asbestos related services in connection with the 123 Grand Street Improvement Project; and

WHEREAS, the City solicited proposals from qualified contractors to complete asbestos abatement activities in the boiler room located at 123 Grand Street and by Resolution No. 235-2020 of October 13, 2020, the City Council authorized the City Manager to accept a proposal and execute a contract with Lucas Environmental Services, LLC to perform the work at a cost of \$19,337.00; and

WHEREAS, Lucas Environmental Services, LLC was unable fulfill the contract and ACA Environmental Services, Inc. submitted a proposal to perform the asbestos abatement, disposal, and restoration services in the boiler room at 123 Grand Street at the next lowest cost of \$21,935.00 with the funding to be derived from 2020 BAN H1.1120.0208; and

WHEREAS, the City Council has reviewed the proposal submitted by ACA Environmental Services, Inc. and has determined that amending Resolution No. 235-2020 of October 13, 2020 to authorize the City Manager to accept a proposal and execute a contract with ACA Environmental Services, Inc. for such work 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 Resolution No. 235-2020 of October 13, 2020 is amended to authorize the City Manager to accept a proposal and execute an agreement with ACA Environmental Services, LLC for asbestos abatement and removal activities and related work at a cost of \$21,935.00 in connection with the 123 Grand Street Improvements Project.



ACA ENVIRONMENTAL SERVICES, INC.

September 28, 2020

Via E-Mail

JMorris@cityofnewburgh-ny.gov &
rlipinski@qualityenv.com

To: Mr. Jason C. Morris
City Engineer
City of Newburgh
83 Broadway
Newburgh, New York 12550

From: Mr. Fred Lattrell
ACA Environmental Services, Inc.
One Hayes Street
Elmsford, New York 10523

Subject: Proposal for asbestos abatement services to be rendered at Government Office Building,
125-129 Grand Street, Newburgh, New York 12550

Site

Visit: September 16, 2020

Jason C. Morris

Rudy Lipinski

Fred Lattrell

- City of Newburgh

- QuES&T

- ACA Environmental Services, Inc.

Information

Supplied: Request for Quote Specifications, along with Pre-Renovation Survey, all as prepared by
QuES&T, received September 12, 2020 and revision received September 19, 2020.

SCOPE OF WORK

The scope of work for this project is the removal and disposal of the following asbestos-containing materials, as detailed at the Site Visit and in the Information Supplied:

Boiler Room

- 15 square feet of rope gasket at flanges of Boiler No. 1 and at Chimney Exhaust of Boiler No. 2.
- Includes reinstallation of gasketing, as per proposal received from United HVAC.

Exterior Facade

- 20 linear feet of caulking at metal to cement slab on Louver of exterior faced.

The procedures to be utilized will be in accordance with NYS Department of Labor, US Environmental Protection Agency, and OSHA Regulations.

Our price for the removal stated above is:

See Attached Bid Form

- Continued on Next Page -

QUALIFICATIONS

- Our price includes all labor, materials, equipment, supervision, and project management.
- Our price is based on quantities and locations as per specifications/proposal provided.
- Our price is based on the work areas being vacant during the removal.
- Our price is based on 2 mobilizations.

OWNER RESPONSIBILITIES

- Owner is to provide access to water and electric.
- Boiler must be shut down for duration of project.

EXCLUSIONS

- Overtime.

This scope of work is being supplied to facilitate your renovations, therefore, we will provide under separate cover a Capital Improvement Certificate, which must be completed and returned prior to abatement commencement. If specified named or project insurance endorsements are required, additional costs will be applicable.

Should you accept this proposal, please complete the information below, and scan back to our office. Once this signed proposal has been received by our office, we will schedule the project.

Owner:	_____	Contractor:	ACA Environmental Services, Inc.
Signature:	_____	Signature:	_____
Print Name:	_____	Print Name:	Fred Lattrell
Title:	_____	Title:	Vice President
Date:	_____	Date:	_____

We appreciate the opportunity to present this proposal to you and hope that we may be of assistance in the near future. Should you have any questions, please feel free to call.

Very truly yours,



Fred Lattrell
Vice President

FL/rb

\\proposals\77830



Quality Environmental Solutions & Technologies, Inc.

**REQUEST FOR QUOTE
ASBESTOS ABATEMENT**

At

**City of Newburgh Government Office Building
125-129 Grand Street
Newburgh, NY 12550**

Prepared for:

**City of Newburgh
83 Broadway
Newburgh, NY 12550**

Prepared By: Quality Environmental Solutions & Technologies, Inc.

The City of Newburgh is soliciting pricing for asbestos abatement in the boiler room of the City of Newburgh Government Office Building, located at 125-129 Grand Street, Newburgh, NY 12550. Representatives of Quality Environmental Solutions & Technologies, Inc. will be performing the project monitoring and third-party air sampling on the project.

Scope of Abatement Project: The Abatement Contractor will be responsible for the abatement and disposal of friable asbestos-containing rope gaskets (3 locations) and non- friable asbestos-containing exterior louver caulk (1 location) within and exterior to the boiler room of the Code Enforcement Building, located at 125-129 Grand Street, Newburgh, NY 12550. The Abatement Contractor shall maintain sole responsibility for means and methods utilized for execution of the work scope. The Abatement Contractor shall perform all work on this project in compliance with Title 12 NYCRR Part 56, and all Federal, State, Municipal and Local Legal requirements. The Abatement Contractor acknowledges that the Owner's Representative shall have Stop Work Authority over all work activities occurring at the site. The Abatement Contractor's Lump Sum Price shall include all costs for Labor, Material and Equipment necessary for removal and disposal of the ACM identified within this specification. In addition, the Abatement Contractor will be responsible for installation of non-ACM materials (including documentation) for all rope gaskets and caulking removed as part of this project, including any ancillary hardware (nuts, bolts, washers, clips, etc) required to facilitate the replacement. Completion of the project within the defined schedule is critical to continued operations of the boiler room. Therefore, timing is of the essence.

Pricing: This is a prevailing wage job. Pricing shall be a Lump Sum Price to include, but not be limited to, all labor, materials, travel, disposal, notification fees and re-installation of non-asbestos materials. The City of Newburgh reserves the right to reject or accept any or all proposals.

Pre-Work Submittals: Provide current copies of NYSDOL Company Asbestos License, NYSDOL Asbestos Supervisor Certificate, NYSDOL Asbestos Handler Certificates, respirator fits, medical approvals, name of OSHA competent person to perform personal air monitoring and supervise the Class I & Class II removal work and proposed laboratory for analysis of personal air samples to the Owner's representative.

A detailed project schedule and insurance certificate shall be submitted within 72-Hours of contract award. No work will be permitted prior to receipt of all required submittals. The Owner shall be listed as both the Certificate Holder and Additional Insured. Quality Environmental Solutions & Technologies, Inc. shall be listed as an Additional Insured.

Project Phasing: Removal of asbestos-containing materials identified within this specification shall include friable ACM rope gaskets identified on both boilers and non-friable exterior ACM louver caulk within and exterior to the boiler room of the Code Enforcement Building, located at 125-129 Grand Street, Newburgh, NY 12550. All interior ACM friable material removals shall include the material itself, any material attached to the metal flanges/pieces, leaving a clean substrate ready for installation on non-asbestos gaskets. All exterior ACM non-friable material shall be removed, as well as any material on the cement walls, leaving a clean surface for installation of non-asbestos caulking. All as approved by the Owner.

Note #1: Abatement of will require two (2) separate mobilizations to complete. The boilers need to be abated one (1) at a time to allow for the other to be operational and continue to support the facility.

Note #2: The City of Newburgh approved HVAC contractor is United Air Conditioning, Refrigeration, Plumbing & Heating, Inc. United is located at 299 Washington Street, Newburgh, NY 12550. Contact info is listed below:

Contact: John Durkin
Email: newburghunitedair@gmail.com
Phone: 845-561-5030
Fax: 845-561-0038

Timing of Abatement: The Contractor shall coordinate the removal project with the Owner. This Contractor shall schedule the removal to ensure that the Owner's phasing plan and schedule are maintained. The Contractor shall include sufficient time within the designated work shift to 1) remove ACM, 2) remove and properly package all ACM waste for disposal, and 3) thoroughly clean and HEPA vacuum the entire work area. In addition to providing access to GFCI electrical power within the regulated work area, this Contractor shall provide access to GFCI electrical power, required to perform the air monitoring for this project, immediately adjacent to the regulated area.

Personal Protective Equipment (PPE): The Contractor shall provide, require, and ensure the use of protective clothing, such as coveralls or similar whole-body clothing, head coverings, gloves and foot coverings for any employee entering the regulated area. The contractor shall provide, require, and ensure the use of respiratory protection for all employees entering the regulated area. The Abatement Contractor shall be responsible to comply with applicable provisions of 29 CFR 1926, 29 CFR 1910 and all legal requirements during execution of the entire work scope.

Temporary Facilities: The Abatement Contractor shall receive the area as is. The Abatement Contractor is responsible for securing all power in the work area and establishing all temporary GFCI hookups necessary to complete the work. The locations of all temporary electrical/water sources shall be coordinated with the Owner's representative. The location for placement of all temporary facilities, equipment and containers shall be permitted, if applicable and shall be approved by the Owner's Representative.

Project Notifications: The Contractor shall be responsible for providing all labor and material for timely preparation and submittal of all required Regulatory Notifications and associated fees, if applicable. Contractor shall be responsible to obtain all necessary permits, prepare and submit all required applications and pay all associated fees for conduct of this asbestos abatement project, if applicable. Copies of all pending or approved applications and notifications with documentation of payment shall be provided to the Owner's representative. The Abatement Contractor's authorized representative shall provide copies of the following:

- Regulatory Notifications – Building Occupant Notification.
- Alternative Work Practices – The Contractor shall prepare and submit application for any site-specific variance from Title 12 NYCRR Part 56 (Subparts 56-1 through 56-12) directly to the Department at least two weeks prior to the commencement of work. Work involving a variance may not commence prior to the receipt of the Department's approval of the application. The "Asbestos Variance Application" form (NYSDOL DOSH 752) and all supporting documentation shall be prepared by a project designer and submitted with the required fee for review by the Owner's representative.

Final Cleaning & Clearance Air Sampling: The Contractor and the Owner's representative shall perform a detailed visual inspection at the end of each work shift to ensure that all debris has been properly removed from the work area. The Owner's third party air monitor shall perform Aggressive Clearance Air Sampling at the completion of each work area. Upon notification, of satisfactory clearance air monitoring, from the Owner's third party monitoring firm, the Contractor shall breakdown the work area and remove all of their equipment. In the event clearance air monitoring results are not acceptable, the Contractor shall immediately re-clean the work area; using HEPA vacuum equipment. The cost of re- cleaning and testing shall be the responsibility of this Contractor.

Removal of Waste from the Site: All waste generated as part of the asbestos project shall be removed from the site within 48-hours after successful completion of Final Cleaning & Clearance Air Sampling for all regulated abatement work areas at the site. All waste generated during the asbestos project shall be legally disposed of at an approved landfill facility. All generated waste removed from the site must be documented, accounted for and disposed of in compliance with the requirements of EPA NESHAP.

City of Newburgh – Government Office Building
125-129 Grand Street, Newburgh, NY 12550

Issued for Bid
Asbestos Abatement - RFQ

SCOPE AND LOCATION OF WORK

(Please see attached approved NYSDOL site-specific variance for location photos)

KEY: LF = Linear Feet; SF = Square Feet; Friable = ACM capable of being released into air, and which can be crumbled, pulverized, powdered, crushed or exposed by hand-pressure; PACM = Presumed Asbestos Containing Material.

<u>Code Enforcement Building</u> <u>Boiler Room Abatement</u>				
<i>Location Breakdown</i>	<i>ACM Material</i>	<i>Approx. Qty.</i>	<i>Friable?</i>	<i>Notes</i>
Boiler #1, Between Metal Flanges	ACM Rope Gasket	Approx. 5 SF	YES	- Abatement Contractor responsible for performing abatement of the material on both flanges as well as any ACM material on the metal flanges itself. - Abatement Contractor responsible for providing all equipment necessary to access materials identified in work scopes.
Boiler #2, Between Chimney Exhaust Metal Plates	ACM Rope Gasket	Approx. 10 SF	YES	- Abatement Contractor responsible for performing abatement of the material on both flanges as well as any ACM material on the metal flanges itself. - Abatement Contractor responsible for providing all equipment necessary to access materials identified in work scopes.
Exterior, Metal Louver to Cement Façade	ACM Caulk	Approx. 20 LF	NO	- Abatement Contractor responsible for performing abatement of the material between the metal louvers and the cement façade. - Abatement Contractor responsible for providing all equipment necessary to access materials identified in work scopes.

Note: Abatement Contractor is responsible for re-installation of non-asbestos rope gaskets and caulking to allow for the continued operation of the boiler room through the next heating season. Abatement Contractor to provide proper documentation that all rope gaskets and caulking contain no asbestos. Documentation must be in compliance with all Federal and State Regulations for analysis and identification of asbestos content in building materials.

City of Newburgh – Government Office Building
125-129 Grand Street, Newburgh, NY 12550

Issued for Bid
Asbestos Abatement - RFQ

City of Newburgh
Government Office Building
125-129 Grand Street
Newburgh, NY 12550

ESTIMATE OF ACM REMOVAL QUANTITIES
RESPONSIBILITY OF CONTRACTOR

EACH CONTRACTOR SHALL READ AND ACKNOWLEDGE THE FOLLOWING NOTICE.
A SIGNED AND DATED COPY OF THIS ACKNOWLEDGMENT SHALL BE SUBMITTED
WITH THE CONTRACTOR'S BID FOR THIS PROJECT. FAILURE TO DO SO MAY, AT
THE SOLE DISCRETION OF THE OWNER, RESULT IN THE BID BEING CONSIDERED
NON-RESPONSIVE AND RESULT IN DISQUALIFICATION OF THE CONTRACTOR'S BID
ON THIS PROJECT.

NOTICE

The linear and square footage listed is only approximate, and the Contractor is required to visit the building to take actual field measurements in each listed location. The Contractor shall base their bid on actual quantities determined, by them, at the site walk through. Estimates provided in these specifications are for informational purposes only and shall not be considered a basis for Change Orders on this project.

Acknowledgment: I have read and understood the above **NOTICE** regarding asbestos removal quantity estimates and understand that estimates provided in these specifications are for informational purposes only and shall not be considered a basis for Change Orders on this project. The Contractor's signatory represents to the Owner that he/she has the authority of the entity he/she represents to sign this agreement on its behalf.

Company Name: ACA Environmental Services, Inc.
Type or Print

BY:  Vice President 09/28/2020
Signature Title Date

Print Name: Fred Lattrell

.....
RETURN THIS EXECUTED FORM WITH COMPLETED BID SHEET

City of Newburgh – Government Office Building
125-129 Grand Street, Newburgh, NY 12550

Issued for Bid
Asbestos Abatement - RFQ

***** **BID FORM** *****

DATE: 09/28/2020

FROM: CONTRACTOR ACA Environmental Services, Inc.
ADDRESS One Hayes Street
Elmsford, New York 10523
PHONE / FAX Phone: 914-965-5829 Fax: 914-965-7597

The pre-bid meeting will be held onsite at 11:00am on Wednesday, September 16, 2020.
Quotes will be received by the City of Newburgh located at 83 Broadway, Newburgh, NY 12550.
Quotes shall be delivered via e-mail to Mr. Jason C. Morris, City Engineer at jmorris@cityofnewburgh-ny.gov and Mr. Rudy Lipinski, QuES&T Director of Field Operations at rlipinski@qualityenv.com. All bids are due by 12:00pm on Wednesday, September 23, 2020.

A hard copy of the Quote shall be mailed to the City of Newburgh and identified as follows:

City of Newburgh
83 Broadway
Newburgh, NY 12550
Attn: Jason C. Morris, City Engineer

**“Request for Quote
Asbestos Abatement @ City of Newburgh Government Office Building Boiler Room Project
125-129 Grand Street, Newburgh, NY 12550”**

City of Newburgh – Government Office Building
125-129 Grand Street, Newburgh, NY 12550

Issued for Bid
Asbestos Abatement - RFQ

LUMP SUM BID SHEET

Subject to the acceptance of the City of Newburgh, (*Vendor Name*)
ACA Environmental Services, Inc., agrees
to perform the work described in the attached plans, specifications and/or form of agreement at the
following Lump Sum Pricing.

Lump sum pricing provided below shall include all costs associated with this project, including but
not limited to insurance, performance bond, mobilization, materials, notification fees,
transportation and disposal cost to complete the items in compliance with ICR 56, 29 CFR
1926.1101, and 40 CFR 61 Subpart M. All as approved by the Owner. Lump sum cost shall be
based on performance of the work Monday through Friday between the hours of 8:00 AM to 5:00
PM with weekends as approved by the City of Newburgh.

Pricing: This is a prevailing wage job. Pricing shall be a Lump Sum Price to include, but not be
limited to, all labor, materials, travel, disposal, notification fees and performance bond. The City of
Newburgh reserves the right to reject or accept any or all proposals.

Base Bid Price - Lump Sum Bid

Scope: Abatement Contractor to perform

- **Abatement removal and disposal of friable asbestos-containing rope gaskets (3 locations)
and non-friable asbestos-containing exterior louver caulk (1 location) and re-installation
of non-asbestos materials within and exterior to the boiler room of the City of Newburgh
Government Office Building, located at 125-129 Grand Street, Newburgh, NY 12550.**

Est. Duration 4 # of Weekday Shifts

LUMP SUM BID AMOUNT: \$ **21,935.00**

LUMP SUM BID AMOUNT: **Twenty One Thousand Nine Hundred Thirty Five Dollars and No Cents**
IN WORDS

VENDOR NAME **ACA Environmental Services, Inc.**

SIGNATURE OF PRINCIPAL  DATE **09/28/2020**

PRINT/TYPE NAME & TITLE **Fred Lattrell, Vice President**

END OF BID FORM

**City of Newburgh – Government Office Building
125-129 Grand Street, Newburgh, NY 12550**

**Issued for Bid
Asbestos Abatement - RFQ**

The successful Bidder will be required to furnish construction performance and payment bonds in the full amount of the contract price. The successful Bidder will be required to comply with all provisions of the Federal Government Equal Employment Opportunity clauses issued by the Secretary of Labor on May 21, 1968 and published in the Federal Register (41 CFR Part 60-1, 33 F.2 7804).

OWNER reserves the right to reject any and all bids, to waive any and all informalities and the right to disregard all nonconforming, non-responsive or Conditional Bids.

OWNER:	Engineer:	CONSULTANT:	Contact:
City of Newburgh	Jason C. Morris	QuES&T	Rudy Lipinski
83 Broadway	City Engineer	1376 Route 9	Dir. of Field Operations
Newburgh, NY 12550	(845) 569-7448	Wappingers Falls, NY 12590	(845) 298-6251

BY ORDER OF THE CITY OF NEWBURGH

By: _____ Dated: _____

City Comptroller

"An equal opportunity affirmative action employer"

City of Newburgh – Government Office Building
125-129 Grand Street, Newburgh, NY 12550

Issued for Bid
Asbestos Abatement - RFQ

**Asbestos Employee Medical Examination Statement
Certificate of Worker Release
Asbestos Employee Training Statement**

CERTIFICATE OF WORKER'S ACKNOWLEDGEMENT

PROJECT NAME: City of Newburgh Government Office Building – Boiler Room Project

CONTRACTOR'S NAME: ACA Environmental Services, Inc.

WORKING WITH ASBESTOS INVOLVES POTENTIAL EXPOSURE TO AIRBORNE ASBESTOS FIBERS. INHALING ASBESTOS FIBERS HAS BEEN LINKED WITH VARIOUS TYPES OF CANCER AND RESPIRATORY DISEASES. SMOKING CIGARETTES AND INHALATION OF ASBESTOS FIBERS INCREASES THE RISK THAT YOU WILL DEVELOP LUNG CANCER ABOVE THAT OF THE NON-SMOKING PUBLIC.

The Abatement Contract for this project requires your employer to 1) supply proper respiratory protection devices and training on their use 2) provide training on safe work practices and on use of the equipment used on the project 3) provide a medical examination meeting the requirements of 29 CFR 1926.1101. Your signature on this certificate, documents that your employer has fulfilled these contractual obligations and you understand the information presented to you.

DO NOT SIGN THIS FORM UNLESS YOU FULLY UNDERSTAND THIS INFORMATION

RESPIRATORY PROTECTION: I have been trained in the proper use and limitations of the type of respiratory protection devices to be used on this project. I have reviewed the written respiratory protection program manual and a copy is available for my use. Respiratory protection equipment has been provided, by the Abatement Contractor, at no cost to me.

TRAINING COURSE: I have been trained in the risks and dangers associated with handling asbestos, breathing asbestos dust, proper work procedures, personal protection, and engineering controls. I have satisfactorily completed and Asbestos Safety Training Program for New York State and have been issued a New York State Department of Health Certificate of Asbestos Safety Training.

MEDICAL EXAMINATION: I have satisfactorily completed a medical examination within the last 12 months that meets the OSHA requirement for an asbestos worker and included at least 1) medical history 2) pulmonary function 3) medical examination 4) approval to wear respiratory protection devices and may have included an evaluation of a chest x-ray.

Signature:  Date 09/28/2020

Printed Name: Fred Lattrell, Vice President SS#: xxx-xx-2418

Witness:  Date: 09/28/2020

City of Newburgh – Government Office Building
125-129 Grand Street, Newburgh, NY 12550

Issued for Bid
Asbestos Abatement - RFQ

NON-COLLUSION BIDDING AFFIDAVIT

Asbestos Abatement Services related to the
Boiler Room Project of the Government Office Building
RFP No. 9.20
City of Newburgh, Orange County, New York

STATE OF: **New York**)

) SS:

County of: **Westchester**)

I, **Fred Lattrell** of the Town, Village, City of **Elmsford**
in the County of **Westchester** and the State of **New York**

of full age, being duly sworn according to law on my oath depose and say that:

I am **Fred Lattrell**, an officer of the firm of **ACA Environmental Services, Inc.**

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 **ACA Environmental Services, Inc.**

Contractor Name

Subscribed and sworn to **Fred Lattrell** **Vice President**

Name of Affiant

Title of Affiant

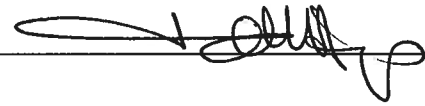
Signature of Affiant

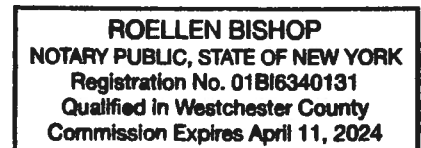
before me this **28th** day of **SEPTEMBER**, 20 **20**

Affix Notary Seal or Stamp below

Notary Public of **NEW YORK / WESTCHESTER**

My commission expires: **04 / 11 / 2024**

Notary Signature: 



This Affidavit must be completed by all Bidders

City of Newburgh – Government Office Building
125-129 Grand Street, Newburgh, NY 12550

Issued for Bid
Asbestos Abatement - RFQ

Certification Pursuant to Section 103-g of the New York State General Municipal Law
IRANIAN ENERGY SECTOR DIVESTMENT ACT AFFIDAVIT

Asbestos Abatement Services related to the
Boiler Room Project of the Government Office Building
RFP No. 9.20

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: Fred Lattrell Title: Vice President

Signature: 

Date: 09/28/2020 Company Name: ACA Environmental Services, Inc.

This Affidavit must be completed by all Bidders

QuES&T

Quality Environmental Solutions & Technologies, Inc.

October 21, 2020

City of Newburgh
Engineering Department
83 Broadway
Newburgh, NY 12550

ATTN: Jason C. Morris, PE

Via Email: JMorris@cityofnewburgh-ny.gov

Re.: City of Newburgh Government Office Building
Boiler Room Project
125-129 Grand Street
Newburgh, NY 12550
Letter of Recommendation – RFQ #9.20

Dear Mr. Morris,

Upon review of Lucas Environmental Services, LLC's bid and supporting documentation, their bid has been deemed unresponsive due to the following: 1) Contractor's insurance does not meet the minimum requirements of the City of Newburgh, 2) the contractor did not include construction performance and payment bonds in their bid price, and 3) failure to fully execute the bid documents. Considering these findings, I respectfully recommend ACA Environmental Services, Inc for award of this project. With a combination of their bid and verification of all supporting documentation, it is my opinion that ACA Environmental Services, Inc. is the qualified low bidder.

For additional information concerning this submittal, please contact me at (845) 298-6031.

Sincerely,



Rudy Lipinski - LEED® AP
Director of Field Operations
NYS/AHERA Inspector/Project Designer
Cert. #AH 05-09049

RESOLUTION NO.: 235 - 2020

OF

OCTOBER 13, 2020

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL
AND EXECUTE AN AGREEMENT WITH LUCAS ENVIRONMENTAL SERVICES, LLC
IN AN AMOUNT NOT TO EXCEED \$19,337.00 FOR
ABATEMENT AND REMOVAL OF ASBESTOS CONTAINING MATERIAL
IN THE 123 GRAND STREET IMPROVEMENTS PROJECT

WHEREAS, the City of Newburgh is undertaking improvements to the Grand Street Courthouse building located at 123 Grand Street; and

WHEREAS, by Resolution No. 57-2020 of March 9, 2020, the City Council authorized a contract with Quality Environmental Solutions & Technologies, Inc. for pre-construction asbestos related services in connection with the 123 Grand Street Improvement Project; and

WHEREAS, the City solicited proposals from qualified contractors to complete asbestos abatement activities in the boiler room located at 123 Grand Street and Lucas Environmental Services, LLC submitted a proposal for the work at the lowest cost; and

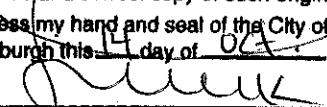
WHEREAS, the cost for the asbestos abatement, disposal, and restoration services in the boiler room at 123 Grand Street will be \$19,337.00, and funding shall be derived from 2020 BAN H1.1120.0208; and

WHEREAS, the City Council has reviewed the annexed proposal and has determined that such work would be in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute an agreement with Lucas Environmental Services, LLC for asbestos abatement and removal activities and related work at a cost of \$19,337.00 in connection with the 123 Grand Street Improvements Project.

I, Lorene Vitak, City Clerk of the City of Newburgh,
hereby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held 10/13/20
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 14 day of OCT, 2020


City Clerk

RESOLUTION NO.: 281 -2020

OF

NOVEMBER 23, 2020

**A RESOLUTION TO CERTIFY THE BASE PERCENTAGES, CURRENT
PERCENTAGES, CURRENT BASE PROPORTIONS AND
ADJUSTED BASE PROPORTIONS UNDER THE HOMESTEAD
OPTION OF ARTICLE 19 OF THE REAL PROPERTY TAX LAW OF
THE STATE OF NEW YORK**

BE IT RESOLVED, by the Council of the City of Newburgh, New York, that this Council does hereby certify the base percentages, current percentages, current base proportions and the adjusted base proportions as set forth on the annexed certificates, pursuant to Article 19 of the Real Property Tax Law of the State of New York.

RESOLUTION NO.: 282 - 2020

OF

NOVEMBER 23, 2020

**A RESOLUTION ADOPTING THE BUDGET
FOR THE FISCAL YEAR 2021**

WHEREAS, the City Manager, on October 13, 2020, submitted to the City Council of the City of Newburgh, New York, a detailed estimate, including the “Manager’s Proposed Fiscal Year 2021 Budget” and the “Manager’s Proposed Personnel Analysis Book” of same date, of revenues and expenditures necessary and proper for all municipal activities accounted for in the General, Water, Sewer, Sanitation and Self-Insurance Funds during the fiscal year of 2021; and

WHEREAS, such detailed estimates have been filed in the City Clerk’s Office as required by the Charter of the City of Newburgh so that said estimates may be inspected by anyone interested, and a public hearing was held on November 9, 2020 in reference to said estimates for any item thereof; and

WHEREAS, the Council has made such changes, alteration, corrections and amendments to the said budget as it appears to said Council to be proper, including incorporating such changes as deemed necessary in response to the New York State Office of the State Comptroller’s budget review report #B20-6-12 dated November 13, 2020; and

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York does hereby approve, determine and adopts the budget for the year 2021 as appears in the annexed “City Council Adopted Fiscal Year 2021 Budget” on November 23, 2020; and

BE IT FURTHER RESOLVED, that the sum of \$22,184,692 be levied and raised on account of City taxes for the year 2021 on all the taxable property in the City of Newburgh according to the valuation of the last assessment roll of said City for State, County and City purposes, being \$719,465,792 for Homestead Properties and \$463,390,871 for Non-Homestead Properties, including special franchise assessments, in accordance with the Real Property Tax Law of the State of New York; and

BE IT FURTHER RESOLVED, that the City Collector is authorized and directed to cause said amount of \$22,184,692 to be extended and apportioned and adjusted on said assessment roll at \$15.677694 for Homestead Properties and \$23.533323 for Non-Homestead Properties on every \$1,000 of taxable real property, including special franchise assessments; and

BE IT FURTHER RESOLVED, that the required sewer, water and sanitation fees for the taxable and non-taxable properties for the year 2021 is as set forth in Section 163-1 of the City Code of Ordinances; and

BE IT FURTHER RESOLVED, that the City Collector is authorized and directed to cause any and all amounts reported as omitted taxes to be levied against the real property subject to said omitted taxes and to cause the amounts reported by the City Collector as overdue and unpaid water rents, sewer rents and sanitation user fees, and unpaid charges of property abatement, with the interest and penalties thereon, to be added to the tax levied against the real property for which or in connection with which such water, sewer and sanitation was provided; and

BE IT FURTHER RESOLVED, that said City tax roll shall be delivered to the City Collector on the 4th day of January 2021, signed by the City Manager and under the seal of the City, directing and commanding said City Collector to receive and collect in the manner provided by the law for the levying and collecting of County taxes by City Collectors, these several amounts in the roll specified as against the persons or property therein mentioned and described, and that said warrant shall direct the City Collector to collect said assessments in four equal installments as follows:

The first installment commencing on the 4th day of January 2021, and collect up to and including the 5th day of February 2021, without fees, and to add 5% from the 6th day of February 2021, up to and including the 31st day of March 2021.

The second installment commencing on the 1st day of March 2021, and collect up to and including the 5th day of April 2021, without fees, and to add 5% from the 6th day of April 2021, up to and including the 30th day of May 2021.

The third installment commencing on the 1st day of May 2021, and collect up to and including the 7th day of June 2021, without fees, and to add 5% from the 8th day of June 2021, up to and including the 30th day of July, 2021.

The fourth installment commencing on the 1st day of July 2021, and collect up to and including the 6th day of August 2021, without fees, and to add 5% from the 7th day of August 2021, up to and including the 1st day of October, 2021.

In addition, thereto, for all late payments remaining unpaid for ninety (90) days after the first date designated for the collection of same, there shall be added an additional penalty in the amount of 10% per annum computed from said first date of collection; and

BE IT FURTHER RESOLVED, that the amounts, when collected, be deposited daily with the Key Bank of NY, N.A., Chase, TD Bank, Sterling National Bank, or in any of the said banks in compliance with the requirements set forth in the Newburgh Fiscal Recovery Act by said City Comptroller and credited and applied to the several respective funds and accounts as stated in the Adopted Budget for taxes now confirmed and approved by said City Council, including credit balances heretofore appropriated.

RESOLUTION NO.: 283 - 2020

OF

NOVEMBER 23, 2020

**A RESOLUTION ADOPTING THE CITY OF NEWBURGH
ELECTED OFFICIALS BENEFIT POLICY**

BE IT RESOLVED, that the Council of the City of Newburgh, New York hereby adopts the City of Newburgh Elected Officials Benefit Policy, a copy of which is attached hereto and made a part of this Resolution; and

BE IT FURTHER RESOLVED, that this Resolution shall take effect on January 1, 2021.

2021

DECLINATION OF HEALTH INSURANCE COVERAGE FORM

1. I decline and waive health insurance coverage provided by the City under the New York State Health Insurance Program.
2. By declining and waiving City provided health insurance coverage, I further:
 - ☐ Decline Coverage and decline a \$2,000 cash payment.
 - ☐ Decline Coverage and request a \$2,000 cash payment.
3. In making this request, I understand and agree that I and/or my dependents will not be eligible except as indicated above for City provided health insurance coverage for which I and/or my dependents are now eligible for the period January 1, 2021 through December 31, 2021. Notwithstanding anything to the contrary in this form, I understand and agree that I may apply on the appropriate form(s) to the City Comptroller's Office at any time during the waiver period to re-establish City provided health insurance coverage and that the effective date for resumption of City provided health insurance coverage be subject to and conditioned on the requirements of the City's health insurance carrier. I hereby acknowledge that I have been advised by the City Comptroller's Office as to the health insurance carrier's present requirements for resumption of health insurance coverage and I understand that the health insurance carrier may change those requirements at any time.
4. I understand and agree that I will be compensated by the City for my waiver of health insurance coverage and request for a cash payment in accordance with the applicable terms of the Elected Officials Benefit Plan.
5. I understand and agree that my waiver of health insurance coverage shall remain in effect until December 31, 2021 unless I apply on the appropriate form to the City Comptroller's Office to continue the waiver of health insurance coverage for the twelve-month period January 1, 2021 through December 31, 2021. I understand and agree that the application to continue my waiver of health insurance coverage must be made on or before December 1, 2020. I understand and agree that in the event that I do not make a timely application to waive health insurance coverage and request a buyout that I will be ineligible for a buyout and I must complete a New York State Health Program Insurance Transaction Form and meet all requirements to establish the health insurance coverage. Upon resumption of my health insurance coverage, the compensation I have received in connection with waiver of health insurance coverage shall cease in accordance with the terms of the Union bargaining agreements.

6. PLEASE SIGN BELOW IN THE SPACES PROVIDED WHETHER YOU ACCEPT OR DECLINE THIS OFFER NO LATER THAN December 1, 2020. I UNDERSTAND AND REPRESENT THAT THE INFORMATION PROVIDED ON THIS FORM IS COMPLETE AND TRUTHFUL, AND I ACKNOWLEDGE THAT THE CITY WILL RELY ON THIS INFORMATION FOR PURPOSES OF MY REQUEST FOR PAYMENT OF MONIES TO ME.

SIGNATURE: _____

PRINT NAME: _____

DATE: _____

For Administrative Purposes Only

Reviewed by City Comptroller:

Signature

Date

For Requests made by employees of the City Comptroller's Office, Request will be forwarded to the City Manager for Review.

Reviewed by City Manager:

Signature

Date



City of Newburgh City Comptroller's Office

City Hall – 83 Broadway
Newburgh, New York 12550

Tel. (845) 569-7322
Fax (845) 569-7490

Todd Venning
Director of Finance & City Comptroller
tvenning@cityofnewburgh-ny.gov

TO: Honorable Mayor Harvey & City Council
Joe Donat, City Manager

FROM: Todd Venning, City Comptroller
Stanley Merritt, Human Resources Administrator

Date: November 05, 2020

Subject: Elected Officials Benefit Plan

I. Application

The Plan shall apply to all Elected Officials effective January 1, 2021.

II. Definition

Elected Officials are the Mayor and Councilmembers.

III. Health Insurance

- A. Elected Officials may participate in the health insurance plan available to City employees in accordance with rules applicable to the plan. Elected Officials will contribute 2.5% of the monthly premium.
- B. Elected Officials may decline health insurance coverage. Elected Officials who decline and waive health insurance coverage are eligible for a cash payment in the amount of \$2,000 each year that the Elected Official completes a "Declination of Health Insurance Coverage Form" on or before December 1 for the succeeding calendar year. An Elected Official may decline coverage and decline a buyout.
- C. Elected Officials are not eligible for health insurance coverage in retirement.

IV. Retirement

Elected Officials are entitled to participate in the New York State and Local Employees' Retirement System consistent with applicable laws, rules, and regulations.

V. Supplemental benefits

Elected Officials may participate in supplemental benefit programs available to City employees. Elected Officials are responsible for the entire premium cost of participation in such programs.

VI. Unemployment Insurance

Elected Officials are excluded from unemployment insurance consistent with New York State law.

RESOLUTION NO.: 284 - 2020

OF

NOVEMBER 23, 2020

**A RESOLUTION AUTHORIZING AN AGREEMENT WITH BIZODO, INC.
(D/B/A SEAMLESSDOCS, INC.) FOR ONLINE FILLABLE
PORTABLE DOCUMENT FORMAT ("PDF") SERVICES
FOR A THREE YEAR TERM AT A TOTAL COST OF \$41,145.00**

WHEREAS, the City of Newburgh has recognized a need to move paper-based manual documents and forms, including those that require signature, into an electronic web-based environment; and

WHEREAS, digitizing said documents and forms will help City departments operate more efficiently in the handling and processing of documents; and

WHEREAS, digitizing said documents and forms will expands access to those who might require access to various City services; and

WHEREAS, this Council finds it in the best interest of the City of Newburgh to enter into a three-year agreement with Bizodo, Inc. (d/b/a SeamlessDocs, Inc.) for online fillable portable document format ("PDF") services at a total cost of \$41,145.00; and

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 an agreement with Bizodo, Inc. (d/b/a SeamlessDocs, Inc.) for a three year term at a total cost of \$41,145.00, with all such terms and conditions as may be required by the Corporation Counsel, for online fillable PDF services to the City.

Sole Source Justification Letter

Re: SeamlessDocs Online Forms Automation Platform

SeamlessDocs is the sole manufacturer and distributor of an online forms automation solution that includes over 10 SaaS products that have been built specifically for governments. The company solely offers their solution to government organizations to improve the entire form process making them unique in the marketplace.

One of the many core functionalities that sets SeamlessDocs apart from any other vendor or product, is a proprietary patent pending algorithm that instantly converts PDFs into cloud based versions that can be submitted from any device (computer, tablet or mobile). These cloud based forms can now be submitted with eSignatures, attachments and even payments. Once submitted, they provide advanced tools to allow us to process, store, and manage the forms and their submissions.

In addition to being the only vendor that only sells a SaaS based online form solution to governments, SeamlessDocs is also the only vendor that offers a complete suite of products to help governments innovate their forms process. Note that all of these features are out of the box and can be implemented immediately being that this is a SaaS based solution. These solutions were built for public agencies and state & local governments. There may be vendors that can offer some of these solutions, however there is no vendor that can provide all of the below:

- **Create web forms with a drag and drop form builder:** See more here: <https://www.seamlessdocs.com/platform/seamlessdocs>
- **Convert existing PDFs into cloud based versions** that can be submitted from any device with eSignatures, payments and even attachments. See more here: <https://www.seamlessdocs.com/platform/seamlessdocs>
- **Convert existing PDFs into a wizard**, which creates a front facing survey that can pre populate an existing PDF with the survey data.
 - This allows the city to customize what fields are shown the end user, in addition to making the form 508 & ADA compliant, as well as adding translating the form into over 60 languages.
- **Manage an API to give instant access to any/all types of form data** (metadata, completed & eSigned PDF version of form, attachments...etc)
 - More information here: <http://developers.seamlessdocs.com/>
- **A Government Relationship Manager:** <https://www.seamlessdocs.com/platform/grm>

- A customer relationship manager built for specifically for government, aka a Government Relationship manager.
- This solution automates the business process behind the form with automated workflow and citizen engagement tools.
- **Service Center:** <https://www.seamlessdocs.com/platform/service-center>
 - A front facing form portal that allows citizens to search, access, and submit your SeamlessDocs.
 - Use Case: A form center for citizens or an internal intranet
- **Visitor Portal:** <http://SeamlessDocs.com/citizenportal>
 - An online portal that allows anyone that submits your SeamlessDocs to log in and view all the forms they have previously submitted, save and continue completing a form, and view the status of an application.
 - Use Case: Saving and continuing a form at a later date.

Another main factor that justifies the uniqueness of SeamlessDocs, is implementation time. SeamlessDocs can convert a PDF or Word Doc into a fully automated online service with eSignatures, payments, attachments and a fully automated workflow in minutes. An average government implementation is 5 days (up to 100 forms).

SeamlessDocs unique solution allows any government to very quickly and effectively convert all PDF and form processes into smarter online versions. This means faster processing time and more cost effective governments. SeamlessDocs has been procured as a sole source vendor by other governments due to the fact that comparative or competitive quotations can not be obtained because of the uniqueness of the products listed above. SeamlessDocs is the sole producer and exclusive distributor of this software product.

TERMS AND CONDITIONS

Welcome to Bizodo.com, SeamlessDocs.com and our affiliated web properties including but not limited to seamlessgov.com, seamlessbiz.com, seamlesshire.com, signW9.com. The website is owned and operated by SeamlessDocs, Inc. (a Delaware C Corp), DBA SeamlessDocs, SeamlessGov and any of their owned web properties and affiliates having an address at 3 East 28th Street, New York, NY 10016 ("SeamlessDocs").

The website and contents are designed to comply with U.S. laws and regulations. This is a binding agreement between Bizodo, Inc. DBA SeamlessDocs ("SeamlessDocs," "we," "us," or "our"), and you ("Agreement") and governs your use of the website (www.SeamlessDocs.com) including, without limitation, all content such as text, information, images, applications, templates software and other information, services and materials (collectively, the "Service") and all information made available to you or by you through this site by SeamlessDocs and/or third parties. The "Customer" shall mean the entity or person invoiced by SeamlessDocs for use of the Service, and a User shall Customer and include a unique user of the Service whether a Customer or not (as defined by unique URL, IP address or other unique identification). SeamlessDocs in its sole discretion, reserves the right to revise, update and change this Agreement from time to time. Customer shall be notified of any such changes in writing. Customer shall have up to 60 days to review said changes and reject any changes it deems objectionable. After 60 days, and changes not rejected by Customer shall be deemed accepted. Any new features that augment or enhance the current Service, including the release of new features and resources, shall be subject to this Agreement. You agree to use the Service at your own risk and you understand that SeamlessDocs cannot be responsible for the content posted on the Service. You can review the most current version of this Agreement at any time at 3 East 28th Street, Floor 2. New York, NY 10016. SeamlessDocs shall also provide a copy of any versions of this Agreement via e-mail upon request by Customer.

1. Services

To obtain access to certain Services, you may be required to obtain an account with SeamlessDocs (become a "Registered User"), by completing a registration form and designating a user ID and password. The Service is available either as a paid service plan or as a free service plan. Until you apply for and are approved for a SeamlessDocs Business or a SeamlessDocs Enterprise account, your access to the Service will be limited to the areas of the Service, if any, that SeamlessDocs makes available to the general public. When registering with SeamlessDocs you must: (a) provide true, accurate, current and complete information about yourself as requested by the Service's registration form (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. SeamlessDocs may withdraw such approval at any time in its sole discretion, with or without cause. Only you may use your SeamlessDocs account. You must keep your account and passwords confidential and not authorize any third party to access or use the Service on your behalf, unless we provide an approved mechanism for such use. You must contact us right away if you suspect misuse of your account or any security breach in the Service. You are responsible for all activities that take place with your account. SeamlessDocs will not be liable for any loss or damage arising from any unauthorized use of your accounts. If a third party such as an employer, or school gave you your account, that party has rights to your account and may: manage your account, reset your password, or suspend

or cancel your account; view your account's usage and profile data, including how and when your account is used; and read or store Content in your account. If you are an individual Registered User of the Service, and the domain of the primary email address associated with your account is owned by an organization and was assigned to you as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with us and add your account to such relationship, then, if you do not change the email address associated with your account, your account may become subject to the commercial relationship between SeamlessDocs and such organization and controlled by such organization.

2. Payment

The fees applicable for the Service ("Fees") are outlined in a proposal created by SeamlessDocs for Customer and annexed hereto as Schedule A ("Proposal"). The price stated for the Service excludes all taxes and charges, unless stated otherwise. You're responsible for any taxes and for all other charges (for example, data charges and currency exchange settlements). All prices are exclusive of taxes (sales or otherwise), which may or may not be added to the price, depending on the legal residence of the Customer. SeamlessDocs shall bill on an annual basis, with the first date of each year being the date reflected in a fully-executed Proposal. Payment shall be made within 45 days of Customer's receipt of a bill or invoice. You will pay the Fees in United States dollars. Payment shall be made by bank transfer to SeamlessDocs's bank account or via online payment at the SeamlessDocs.com website as stipulated in the invoice. Invoicing may be done by SeamlessDocs to the e-mail address given by the Customer. In case of suspension of account, SeamlessDocs reserves the right to impose a reconnection fee in the event you are suspended and thereafter request access to the Service. You agree and acknowledge that SeamlessDocs has no obligation to retain Customer Data and that such Customer Data may be irretrievably deleted if your account is 30 days or more delinquent. You must be authorized to use the payment method that you enter when you create a billing account. You must keep all information in your billing account current. You can access and modify your billing account information using the Administrative Panel. You may change your payment method at any time. If you tell us to stop using your payment method and we no longer receive payment from you for the paid Service, we may cancel that Service. Your notice to us will not affect charges we submit to your billing account before we reasonably could act on your request. If there's a specific length and price for your Service offer, that price will remain in force for that time. Any additional prices and services reflected in the Proposal beyond the term outlined in the Proposal shall be subject to a separate written agreement and/or new proposal, made in writing by both parties. Payments for: (a) all single-seat accounts, and (b) Business or Enterprise accounts registered to pay via credit card, are due the date the invoice is posted on your account; and (c) all Business or Enterprise accounts registered to pay via check, wire-transfer, or Automated Clearing House (ACH), are due within thirty (30) days of billing date unless otherwise agreed-to by the parties in writing. If payment is not received by SeamlessDocs on the due date, user's account will be frozen, inaccessible, and all shared links will be turned off until all outstanding payments have been processed by SeamlessDocs. Users retain the responsibility for settling all outstanding balances in a timely manner and maintaining updated billing information. If not complied with, at the end of 90 days, user's account will be deactivated and all files will no longer be retrievable. Unless we notify you otherwise, if you're participating in any trial period offer, you must cancel the Service by the end of the trial period to avoid incurring new charges. If you do not cancel your Service and we have

told you the Service will convert to a paid subscription at the end of the trial period, you authorize us to charge your payment method for the Service. If you are a non-trial user (such as a Personal, Business, Enterprise, or legacy plans such as Individual, Pro, Premium and Plus) you will not be issued a refund for your most recent (or any previous) billing, unless you are a NON TRIAL annual subscriber, in which event you may obtain a refund for a renewal fee only if you do so within 30 days of the day on which you were charged for the renewal of your account; in such an event, only a partial refund equivalent to 80% of the annual renewal fee will be returned. All cancellations and downgrades are processed automatically. To cancel or downgrade, please log into the administrative screen for your account. Except as prohibited by law, we may assess a late charge if you do not pay on time. You must pay these late charges when we bill you for them. The late charge will be the lesser of 1 percent of the unpaid amount each month or the maximum rate permitted by law. We may use a third party to collect past due amounts. You must pay for all reasonable costs we incur to collect any past due amounts, including reasonable attorneys' fees and other legal fees and costs. We may suspend or cancel your Service if you fail to pay in full on time.

3. Right of Use

At the time of entering into any contract and this Agreement, the Customer is granted a non-exclusive, non-transferable, worldwide right to use the Service, solely for your own internal business purposes, subject to this Agreement. All rights not expressly granted to you are reserved by SeamlessDocs and its licensors. The right of use is at all times conditioned on prompt and timely payment regarding the Service. Non-payment or delay in payment shall terminate any right of use granted to the Customer under this Agreement. The Service may not be used in any way that is illegal or promotes illegal activities or in a manner that might be libelous or defamatory or otherwise malicious or harmful to any person or entity, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age or is otherwise indecent. You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the content in any way; (ii) modify or make derivative works based upon the Service or the content; (iii) create Internet "links" to the Service or "frame" or "mirror" any content on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service.

You may use the Service only for your internal business purposes and shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material harmful to children or violative of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Service or the data contained therein; (v) attempt to gain unauthorized access to the Service or its related systems or networks; or (vi) use the Service, including the content, our intellectual property rights, SeamlessDocs technology and our trademarks and service marks for any commercial purposes (i.e. soliciting customers, resale, etc.) without our prior written consent.

3a. Rights of Security Scanning:

Any requests related to security including and not limited to scans, penetration tests, reports and otherwise must be formally required. Any security scans **MUST** be requested and scheduled and should not be done without explicit permission. Any security scan done without permission should potentially constitute a breach of contract and may be treated as a malicious attempt. We look forward to working through any security requests together.

4. Access

Access to the Service is available at <http://SeamlessDocs.com>. SeamlessDocs supports both full and mobile webpage formats. Upon entering into a contract with the Customer, SeamlessDocs will provide the Customer with a username and password for accessing the Service. Access to the Service is only available to the Customer and the Users to whom the Customer grants access, subject to the Customer making the applicable payments for the Service under this Agreement. Usernames and passwords are personal, and are to be considered part of Confidential Information. The Customer is at all times fully liable for all acts and omissions by Users whom the Customer has granted access and agrees to indemnify SeamlessDocs for all claims and losses related to such acts and omissions.

5. Service Level

SeamlessDocs will at all times reasonably attempt to achieve the highest possible availability and shortest possible access time of the Service, but no warranties of any kind, regarding any specific availability or time of access are granted. The Service is hosted either by SeamlessDocs or a subcontractor of SeamlessDocs's choice. All data stored as part of the Service is backed up on a regular basis. If Customers with a paid service plan experience loss of data, SeamlessDocs will with reasonable effort attempt to restore data from the most recent working backup; provided, however, SeamlessDocs gives no warranties with respect to recovering or restoring all lost Customer data. The Customer is always encouraged to make its own backups of all data stored on the Service and additionally can sync their account with a third party service i.e. DropSeamlessDocs, SeamlessDocs, GDrive to create data back-ups in real time.

6. Your Responsibilities

You are responsible for all activity occurring under your User or Customer account and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data. In addition, you shall be responsible for abiding by any and all internal policies, procedures and regulations, which are required, by your employer and/or the applicable administrators of your account. You shall: (i) notify SeamlessDocs immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to SeamlessDocs immediately and use reasonable efforts to stop immediately any copying or distribution of content that is known or suspected by You or other users to violate this Agreement or the intellectual property rights of third parties; and (iii) not

impersonate another SeamlessDocs user or provide false identity information to gain access to or use the Service.

7. Data

The Customer and/or User are fully liable for the legality of all data stored by the Customer and/or User on the Service. Furthermore the Customer and/or User is fully liable, if such data are infringing upon third party rights, and accordingly agrees to indemnify SeamlessDocs for all claims and losses related to such infringement and/or illegality. If SeamlessDocs on its own or through any third party notifies SeamlessDocs that data stored by the Customer and/or User is in violation of any law or infringes third party rights, SeamlessDocs shall have the unfettered right to - without liability to the Customer or User - immediately bar access to such data without prior notice to the User or Customer. The Customer and/or User shall be notified by SeamlessDocs of any such action under this Section.

SeamlessDocs does not own any data, information or material that you or other users submit to the Service in the course of using the Service ("Customer Data"). You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use any and all Customer Data that you submit. SeamlessDocs shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data. In the event that an authorized representative of your employer has properly claimed the domain name associated with your account by entering into and agreeing to the terms of the SeamlessDocs's Administrator Agreement and having their identity verified through credit card authorization, and appointed an administrator, the administrator shall have control over all applicable Customer Data submitted to the Service, and all Customer Data will be deemed to be owned by and the property of the applicable employer. Upon request by the applicable administrator, SeamlessDocs may remove, modify, edit or otherwise alter any applicable Customer Data. The administrator shall also have the power to block, delete or otherwise modify the access of users under its applicable account, and shall be solely responsible for the addition and removal of users under its account.

8. Intellectual Property Rights

SeamlessDocs alone (and its licensors, where applicable) shall own all right, title and interest, including all related intellectual property rights, in and to the SeamlessDocs technology, the content and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Service. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Service, SeamlessDocs technology or its intellectual property rights. The SeamlessDocs name, the SeamlessDocs logo, and the product names associated with the Service are trademarks of SeamlessDocs or third parties, and no right or license is granted to use them.

All copyrights and/or other intellectual property rights, title and interests in a) software on which the Service is based and made available to the Customer and/or User, b) source codes or other software components of the Service, c) content of the website SeamlessDocs.com and the Service including text and graphics, excluding data stored by the Customer and/or User, d) trademarks,

names etc. are the sole property of SeamlessDocs, and/or third parties having granted SeamlessDocs license for its use, and the Customer and/or User shall gain no rights to said intellectual property rights other than the limited right of use as stipulated in this Agreement.

The Customer and/or User shall not reproduce or redistribute any software, content or trademarks, intellectual property in any form, except as allowed in this Agreement.

The Customer and/or User retain all intellectual property rights regarding data stored by such Customer and/or User on the Service.

9. Marketing

SeamlessDocs will not forward marketing material from third parties to its Users. SeamlessDocs will forward product news relevant to User's use of the Service as SeamlessDocs sees fit from time to time. SeamlessDocs retains the right to disclose the identity of any Users in any sales or funding efforts or processes of SeamlessDocs, however, always with due consideration to the interests of the User.

10. Representations & Warranties

Each of you and SeamlessDocs represent and warrant that it has the legal power and authority to enter into this Agreement. SeamlessDocs represents and warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Service will perform substantially in accordance with the online SeamlessDocs help documentation under normal use and circumstances. You represent and warrant that you have not falsely identified yourself nor provided any false information to gain access to the Service and that your billing information is correct.

11. NO WARRANTY

SEAMLESSDOCS PROVIDES THE SERVICE "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE". TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SeamlessDocs MAKES NO (AND SPECIFICALLY DISCLAIMS ALL) REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF HARMFUL COMPONENTS, THAT THE CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED, OR ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY WARRANTY ARISING OUT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. SOME JURISDICTIONS DO NOT ALLOW THE FOREGOING EXCLUSIONS. IN SUCH AN EVENT SUCH EXCLUSION WILL NOT APPLY SOLELY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

12. Indemnification

To the extent permitted by law, You will defend SeamlessDocs against any cost, loss, damage, or other liability arising from any third party demand or claim that any Content provided by you, or your use of the Service, in breach of these Terms as determined by a court of law: (a) infringes a registered patent, registered trademark, or copyright of a third party, or misappropriates a trade secret (to the extent that such misappropriation is not the result of SeamlessDocs's actions); or, (b) violates applicable law or these Terms. SeamlessDocs will notify you of any such claim or demand that is subject to your indemnification obligation.

13. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS BE LIABLE FOR (A): ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, REVENUE, GOODWILL, USE OR CONTENT) HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, WARRANTY, NEGLIGENCE OR OTHERWISE, EVEN IF EITHER PARTY HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF EITHER PARTY AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS, RELATING TO THE SERVICES WILL BE LIMITED TO THE GREATER OF AN AMOUNT EQUAL THREE MONTHS OF THE SERVICE FEE FOR THE SERVICE OR FIVE DOLLARS (\$5.00). THE LIMITATIONS AND EXCLUSIONS ALSO APPLY IF THIS REMEDY DOES NOT FULLY COMPENSATE YOU FOR ANY LOSSES OR FAILS OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES. IN SUCH AN EVENT THIS LIMITATION WILL NOT APPLY TO YOU TO THE EXTENT PROHIBITED BY LAW.

14. Force Majeure

SeamlessDocs is not to be responsible for situations or conditions which fall under force majeure, including but not limited to war, riot, uprising, strike, lock-out, fire, flooding, natural disasters, monetary restrictions, import/export embargoes, interruption of electronic traffic, interruptions or breakdowns in energy or communication supplies, attacks of computer viruses, attacks by hackers and force majeure of subcontractors.

15. Personal Data

To the extent SeamlessDocs stores or processes personal data on behalf of Users, SeamlessDocs shall disclose such personal data only according to instructions from such Users. SeamlessDocs has implemented appropriate technical and organizational measures to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access. At the request of the User, SeamlessDocs shall in reasonable respect grant the User

sufficient information in order for the User to ensure that such technical and organizational measures have been taken. SeamlessDocs is entitled to request payment, at SeamlessDocs's standard rates for such work.

16. Term and Termination

This Agreement shall commence on the effective date stated within any contract and will remain in effect for the term outlined in the Proposal. Any subsequent agreements shall be negotiated and agreed to by the parties at a later date. Either party may terminate this Agreement effective only upon the expiration of the then current term, by notifying the other party in writing at least thirty (30) business days prior to the date of the invoice for the following term. We reserve the right, to temporarily suspend or terminate your access to the Service at any time in our sole discretion, with or without cause, upon 60 days written notice to the Customer. For example, we may suspend or terminate your access to or use of the Service for: (a) the actual or suspected violation of these Terms; (b) the use of the Services in a manner that may cause SeamlessDocs to have legal liability or disrupt others' use of the Services; (c) the suspicion or detection of any malicious code, virus or other harmful code by you or in your account; (d) scheduled downtime and recurring downtime; (e) use of excessive storage capacity or bandwidth; or (f) unplanned technical problems and outages. If, in SeamlessDocs's determination, the suspension might be indefinite and/or SeamlessDocs has elected to terminate your access to the Service, SeamlessDocs will use commercially reasonable efforts to notify you through the Service. You acknowledge that if your access to the Service is suspended or terminated, you may no longer have access to the Content that is stored with the Service. Upon termination by SeamlessDocs, for reasons other than cause, or at your direction, you may request access to your Content, which we will make available for an additional fee. You must make such request with thirty (30) days following termination. Otherwise, any Content you have stored with the Service may not be retrievable, and we will have no obligation to maintain any data stored in your account. In addition to other termination provisions, if your account is not currently subject to a paid subscription plan with us, we at our discretion may terminate your account if: (a) you do not engage in any activity in your account within thirty (30) days after becoming a Registered User, or (b) you do not engage in any activity in your account for any period of one-hundred and twenty (120) consecutive days. In the event of such termination, any Content you may have stored will be lost.

17. Notice

All notices and other communications which are required or permitted to be given pursuant to this agreement shall be in writing and shall be delivered either personally, by facsimile, by reputable overnight courier or by registered or certified mail and shall be deemed effectively received (i) if delivered in person, on the date of such delivery, (ii) if transmitted by facsimile, on the date indicated on the sender's receipt of confirmation, (iii) if delivered by overnight courier, on the next business day following deposit thereof with such overnight courier, or (iv) if sent by mail, upon the third business day following the deposit thereof, postage prepaid, as follows:

If to SeamlessDocs:

Dan Cohen or Ellie Epstein (via e-mail)
daniel.cohen@seamlessdocs.com
ellie.epstein@seamlessdocs.com

If to Customer:

City of Newburgh
attn.: IT Manager
123 Grand Street
Newburgh, NY 12550

with a copy to:

City of Newburgh
attn.: Office of the Corporation Counsel
83 Broadway, 2nd floor
Newburgh, NY 12550

18. No Modification to Terms/Entire Agreement

This agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter.

19. Assignment

This Agreement may not be assigned by you without the prior written approval of SeamlessDocs, but may be assigned without your consent by SeamlessDocs to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

20. Confidentiality

As used herein, "Confidential Information" means all information exposed or provided to you by SeamlessDocs (a) within the SeamlessDocs.com Service, or (b) otherwise that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including but not limited to the SeamlessDocs.com website. However, Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to SeamlessDocs, (ii) was known to you prior to its disclosure by SeamlessDocs without breach of any obligation owed to SeamlessDocs, as demonstrated by written records, (iii) is received from a third party without breach of any obligation owed to SeamlessDocs, or (iv) was independently developed by you without reference to the Confidential Information, as demonstrated by written records. Except as otherwise permitted

in writing by SeamlessDocs, you shall not disclose or use any Confidential Information of SeamlessDocs's for any purpose outside the scope of this Agreement.

21. General

This agreement is governed by the laws of New York, without regard to its conflict of laws doctrine. Each party consents to the exclusive jurisdiction of the courts sitting in Orange County, State of New York with respect to any disputes arising out of this agreement. The parties shall be responsible for their own legal fees and shall not be entitled to recover legal fees and expenses as a remedy. The parties specifically exclude from application to these Terms the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act. SeamlessDocs may assign this contract to another entity at any time. No joint venture, partnership, employment, or agency relationship exists between you and SeamlessDocs as a result of this Agreement or use of the Service. The failure of SeamlessDocs to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by SeamlessDocs in writing.

22. Severability of Provisions

If any part of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, that part shall be severed from this Agreement and shall be deemed to have never been a part of this Agreement and shall not affect the validity of the remainder of this Agreement.

SEAMLESSDOCS

Proposal

PREPARED BY

Ellie Epstein

October 27th, 2020

PREPARED FOR

Newburgh, NY

SUBSCRIPTION

Software

Software

Included in your subscription:

Software	Functionality	Usage
Digitize Package	SeamlessDocs (converted PDFs) Web Forms (HTML Web Forms) Wizards (Web Forms to Doc) eSignature Routing & Approvals Submission Rule Builder Visitor Portal Save & Continue Search & Export Submission Manager	Unlimited forms Unlimited submissions Unlimited eSignatures Unlimited templates 3 Standard User Licenses



SUBSCRIPTION

Services

Services

Services included:

Software	Usage
Onboarding Package	Up to 6 hours of onboarding services to kick off your implementation. Onboarding includes: • Account creation • Planning Meetings • Initial Training • Development of 1 Form/Process
Remote Workshop	1 Day A Remote Workshop to help your implementation based on the needs of your agency. This can be a combination of training, discovery, solutioning, form conversion.

NOTE* All services expire after the first year of any subscription



SUBSCRIPTION

Training Support

Training & Support

Success Team

Within your subscription, you'll receive access to a team of individuals who are responsible for supporting you throughout your partner journey. Our goal is to ensure your agency leverages the platform to the greatest extent possible. In order to do so, you'll work with product experts at every stage of the partner journey. The following resources will be available to you throughout your journey with SeamlessGov:

- Platform Success Representative
- Partner Success Representative
- Solutions Architect (depends on type of subscription)
- Chat Support Specialist

Training

The following training is included in your subscription:

- Unlimited access to SeamlessDocs University
- SeamlessDocs 101 Weeklys
- Unlimited How-to-Videos available in App Support

Support

The following training is included in your subscription:

- Unlimited in app chat support
- Unlimited email support
- Unlimited phone support
- Standard support available from 8am est to 6pm est

SUBSCRIPTION

Pricing Summary

Summary

Software/Service	Unit Cost	Qty	Total Cost
Digitize Package - Unlimited Forms 3 User Licenses	\$9,950	1	\$9,950
Payment Gateway	\$2,500		\$2,500
Remote Workshop	\$2,200	1	\$2,200
Onboarding Package	\$1,595	1	\$1,595
Total One Time Costs			\$3,795
Total Annual Recurring Costs			\$12,450
Total Costs			\$16,245

Multi Year Pricing Schedule

Year	Subscription Start	Subscription End	Price
Year 1	November 16th, 2020	November 15th, 2021	\$16,245
Year 2	November 16th, 2021	November 15th, 2022	\$12,450
Year 3	November 16th, 2022	November 15th, 2023	\$12,450

Subscription Details

Term (months)	36		
Sub. Start Date	November 16th, 2020	Sub. End Date	November 15th, 2023



Order Form

Contact Information

Organization Name	
Street Address	
City, State, Zip	
Primary Contact Name	
Primary Contact Email	

Billing Details

Billing Contact Name	
Billing Contact Email	
Billing Contact Phone	
Invoice Delivery Method	☐ Email/Electronic (default) ☐ Mail
Preferred Payment Method	☐ Check ☐ Credit Card ☐ ACH
General Notes	Invoice date is the Subscription Start Date with NET 30 Payment Term. Invoice will be sent 2 weeks prior to the invoice date. All professional services expire within 12 months.

~~All standard Terms of Use can be found at www.seamlessdocs.com/terms-of-use, and are hereby incorporated into this order form.~~

Customer

Name	
Signature	
Date	

SeamlessDocs

Name	
Signature	
Date	



RESOLUTION NO.: 285 -2020

OF

NOVEMBER 23, 2020

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED
ISSUED TO 45 CONCORD REALTY PARTNERS, LLC TO THE PREMISES
KNOWN AS 45 CONCORD STREET (SECTION 29, BLOCK 1, LOT 12)**

WHEREAS, on January 8, 2019, the City of Newburgh conveyed property located at 45 Concord Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 29, Block 1, Lot 12, to 45 Concord Realty Partners LLC; and

WHEREAS, the managing member of the company 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 45 Concord Street, Section 29, Block 1, Lot 12 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 January 8, 2019, from THE CITY OF NEWBURGH to 45 CONCORD REALTY PARTNERS, LLC, recorded in the Orange County Clerk's Office on February 6, 2019, in Liber 14522 of Deeds at Page 1960 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.



CITY OF NEWBURGH

Building Department

123 Grand Street Newburgh, New York 12550

(845) 569-7400/Fax (845) 569-0096

www.cityofnewburgh-ny.gov

TO: Michele Kelson, Corporation Counsel

FROM: William F. Horton, Fire Chief/Building Inspector

DATE: October 26, 2020

SUBJECT: 45 Concord Street, Release of Restrictive Covenants

With regard to the request related to the release of the restrictive covenants for 45 Concord Street owned by 45 Concord Realty LLC, I conducted an inspection of the property on 9/3/2020 and reviewed the building file in the office. Below are my findings:

There are no open code violations on file in the building record. There were no apparent Code violations noted during the 9/3/20 inspection.

Currently there are no open permits.

There is a valid Rental License issued on 7/8/19.

There is a valid Certificate of Occupancy on file from 6/19/2020 for a Single Family Dwelling

Thank you.



RESOLUTION NO.: 286 -2020

OF

NOVEMBER 23, 2020

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED
ISSUED TO HASBROUCK EQUITIES LLC TO THE PREMISES
KNOWN AS 44 HASBROUCK STREET (SECTION 38, BLOCK 3, LOT 50)**

WHEREAS, on August 30, 2019, the City of Newburgh conveyed property located at 44 Hasbrouck Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 38, Block 3, Lot 50, to Hasbrouck Equities LLC; and

WHEREAS, the managing member of the company 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 44 Hasbrouck Street, Section 38, Block 3, Lot 50 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 August 30, 2019, from THE CITY OF NEWBURGH to HASBROUCK EQUITIES LLC, recorded in the Orange County Clerk's Office on September 5, 2019, in Liber 14619 of Deeds at Page 1345 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.



CITY OF NEWBURGH

Building Department

123 Grand Street Newburgh, New York 12550

(845) 569-7400/Fax (845) 569-0096

www.cityofnewburgh-ny.gov

TO: Michele Kelson, Corporation Counsel

FROM: William F. Horton, Fire Chief/Building Inspector

DATE: October 26, 2020

SUBJECT: 44 Hasbrouck Street, Release of Restrictive Covenants

With regard to the request related to the release of the restrictive covenants for 44 Hasbrouck Street owned by Hasbrouck Equities LLC, I conducted an inspection of the property on 9/17/2020 and reviewed the building file in the office. Below are my findings:

There are no open code violations on file in the building record. There were no apparent Code violations noted during the 9/17/20 inspection.

Currently there are no open permits.

There is a valid Rental License issued on 6/25/20.

There is a valid Certificate of Occupancy on file from 1/10/1967 for a Single Family Dwelling

Thank you.



46

44

44



RESOLUTION NO.: 287 -2020

OF

NOVEMBER 23, 2020

**A RESOLUTION AUTHORIZING THE EXECUTION OF A PARTIAL RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED
ISSUED TO CHRISTOPHER MICHAEL MANZIONE TO THE PREMISES
KNOWN AS 412 LIBERTY STREET (SECTION 10, BLOCK 1, LOT 46)**

WHEREAS, on November 15, 2019, the City of Newburgh conveyed property located at 412 Liberty Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 10, Block 1, Lot 46, to Christopher Michael Manzione; and

WHEREAS, Mr. Manzione 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.

**PARTIAL 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 412 Liberty Street, (Section 10, Block 1, Lot 46) 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 November 15, 2019 from THE CITY OF NEWBURGH to CHRISTOPHER MICHAEL MANZIONE, recorded in the Orange County Clerk's Office on January 24, 2020, in Liber 14692 of Deeds at Page 1035 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. The restrictive covenant numbered 6 in said deed remains in effect as of the within date.

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.



CITY OF NEWBURGH

Building Department

123 Grand Street Newburgh, New York 12550

(845) 569-7400/Fax (845) 569-0096

www.cityofnewburgh-ny.gov

TO: Michele Kelson, Corporation Counsel

FROM: William F. Horton, Fire Chief/Building Inspector

DATE: October 26, 2020

SUBJECT: 412 Liberty Street, Release of Restrictive Covenants

With regard to the request related to the release of the restrictive covenants for 412 Liberty Street owned by Christopher Manzione, I conducted an inspection of the property on 9/18/2020 and reviewed the building file in the office. Below are my findings:

There are no open code violations on file in the building record. There were no apparent Code violations noted during the 9/18/20 inspection.

Currently there are no open permits.

There is a valid Rental License issued on 6/3/20.

There is a valid Certificate of Occupancy on file from 12/24/1996 for a Two Family Dwelling

Thank you.



RESOLUTION NO.: 288 -2020

OF

NOVEMBER 23, 2020

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED
ISSUED TO HUDSON TODD, LLC TO THE PREMISES
KNOWN AS 254 LIBERTY STREET (SECTION 18, BLOCK 6, LOT 26)**

WHEREAS, on October 5, 2016, the City of Newburgh conveyed property located at 254 Liberty Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 18, Block 6, Lot 26, to Hudson Todd, LLC; and

WHEREAS, the managing member of the company 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 254 Liberty Street, Section 18, Block 6, Lot 26 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 October 5, 2016, from THE CITY OF NEWBURGH to HUDSON TODD, LLC, recorded in the Orange County Clerk's Office on October 14, 2016, in Liber 14123 of Deeds at Page 1009 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.



CITY OF NEWBURGH

Building Department

123 Grand Street Newburgh, New York 12550

(845) 569-7400/Fax (845) 569-0096

www.cityofnewburgh-ny.gov

TO: Michele Kelson, Corporation Counsel

FROM: William F. Horton, Fire Chief/Building Inspector

DATE: October 26, 2020

SUBJECT: 254 Liberty Street, Release of Restrictive Covenants

With regard to the request related to the release of the restrictive covenants for 254 Liberty Street owned by Hudson Todd LLC, I conducted an inspection of the property on 9/16/2020 and reviewed the building file in the office. Below are my findings:

There are no open code violations on file in the building record. There were no apparent Code violations noted during the 9/17/20 inspection.

Currently there are no open permits.

There is a valid Rental License issued on 9/18/20.

There is a valid Certificate of Occupancy on file from 8/2/1994 for a Two Family Dwelling

Thank you.



RESOLUTION NO.: 289 -2020

OF

NOVEMBER 23, 2020

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED
ISSUED TO 65 LANDER, LLC TO THE PREMISES
KNOWN AS 112 JOHNSTON STREET (SECTION 18, BLOCK 10, LOT 12)**

WHEREAS, on September 17, 2018, the City of Newburgh conveyed property located at 112 Johnston Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 18, Block 10, Lot 12, to 65 Lander, LLC; and

WHEREAS, the managing member of the company 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 112 Johnston Street, Section 18, Block 10, Lot 12 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 September 17, 2018, from THE CITY OF NEWBURGH to 65 LANDER, LLC, recorded in the Orange County Clerk's Office on October 9, 2018, in Liber 14470 of Deeds at Page 1446 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.



CITY OF NEWBURGH

Building Department

123 Grand Street Newburgh, New York 12550

(845) 569-7400/Fax (845) 569-0096

www.cityofnewburgh-ny.gov

TO: Michele Kelson, Corporation Counsel

FROM: William F. Horton, Fire Chief/Building Inspector

DATE: October 29, 2020

SUBJECT: 112 Johnston Street, Release of Restrictive Covenants

With regard to the request related to the release of the restrictive covenants for 112 Johnston Street owned by 65 Lander LLC, I conducted an inspection of the property on 10/22/2020 and reviewed the building file in the office. Below are my findings:

There are no open code violations on file in the building record. There were no apparent Code violations noted during the 10/22/20 inspection.

Currently there are no open permits.

There is a valid Rental License issued on 10/29/20.

There is a valid Certificate of Occupancy on file from 5/11/1979 for a Single Family Dwelling

Thank you.



RESOLUTION NO.: 290 -2020

OF

NOVEMBER 23, 2020

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED
ISSUED TO MICHAEL ALEXANDER TO THE PREMISES
KNOWN AS 252 FIRST STREET (SECTION 22, BLOCK 5, LOT 29)**

WHEREAS, on November 9, 2000, the City of Newburgh conveyed property located at 252 First Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 22, Block 5, Lot 29, to Michael Alexander; and

WHEREAS, Mr. Alexander's attorney 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, 5, and 6 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 252 First Street, Section 22, Block 5, Lot 29 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, 5, and 6 in a deed dated November 9, 2000, from THE CITY OF NEWBURGH to MICHAEL ALEXANDER, recorded in the Orange County Clerk's Office on October 22, 2001, in Liber 5660 of Deeds at Page 254 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.: 291 -2020

OF

NOVEMBER 23, 2020

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED
ISSUED TO MO PROPERTIES LLC TO THE PREMISES
KNOWN AS 30 ROE STREET (SECTION 7, BLOCK 11, LOT 14)**

WHEREAS, on November 16, 2009, the City of Newburgh conveyed property located at 30 Roe Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 7, Block 11, Lot 14, to MO Properties LLC; and

WHEREAS, the managing member of the company 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 30 Roe Street, Section 7, Block 11, Lot 14 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 November 16, 2009, from THE CITY OF NEWBURGH to MO PROPERTIES LLC, recorded in the Orange County Clerk's Office on November 27, 2009, in Liber 12931 of Deeds at Page 1221 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.



CITY OF NEWBURGH

Building Department

123 Grand Street Newburgh, New York 12550

(845) 569-7400/Fax (845) 569-0096

www.cityofnewburgh-ny.gov

TO: Michele Kelson, Corporation Counsel

FROM: William F. Horton, Fire Chief/Building Inspector

DATE: November 9, 2020

SUBJECT: 30 Roe Street, Release of Restrictive Covenants

With regard to the request related to the release of the restrictive covenants for 30 Roe Street owned by MO Properties LLC, I conducted an inspection of the property on 11/5/2020 and reviewed the building file in the office. Below are my findings:

There are no open code violations on file in the building record.

The building is vacant and under contract to sell.

Currently there are no open permits.

There is a valid Certificate of Occupancy on file from 4/10/1985 for a Single Family Dwelling.

Thank you.



RESOLUTION NO.: 292 - 2020

OF

NOVEMBER 23, 2020

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 394 WASHINGTON STREET (SECTION 34, BLOCK 3, LOT 47) AT PRIVATE SALE TO INOCENTE VIRGINIA VIDAL SORIANO FOR THE AMOUNT OF \$100,000.00

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 394 Washington Street, being more accurately described as Section 34, Block 3, Lot 47 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 February 26, 2021, 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>
394 Washington Street	34 - 3 - 47	Inocente Virginia Vidal Soriano	\$100,000.00

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

394 Washington Street, City of Newburgh

(SBL: 34-3-47)

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. 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.
20. 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: _____

Inocente Virginia Vidal Soriano

10/21/2020

City of Newburgh

David Kohl

Department of Planning and Development

123 Grand St

Newburgh, NY 12550

Dear Mr. Kohl,

I am interested in opening a restaurant at 394 Washington St. My husband and I owned La Vitamina Mexicana. We opened in 1998. It was located at 8 Liberty St. In 2002 the owner sold the property, and we were forced to close. My husband has passed since.

This will be a family operated business. My daughters are going to financially and physically support me in this project.

Please know that my daughter Araceli and son in law Mauricio Millan, own A & M Services Inc. They will be doing all the repairs. I have entered his name on the PODA application and the different projects he has completed in the City of Newburgh.

The funds for the purchase and to complete the repairs needed are going to come from my daughters Araceli, Yesenia, Lizbeth Mendoza, and brother Hermenegildo Vidal personal and business accounts. Also, my friends Gabriel Herrera, Pablo Parra, Gregorio Elena Valle, Dennis Rodriguez (grandson-in-law) and Gino Guzman are going to gift me money to complete material repairs for the costs. I am attaching the most recent bank statements of all of their bank accounts, so you can see that we do have enough funds to make it happen.

I have been renting for almost 30 years in the same address 236 South William Street in Newburgh, NY without missing any rent payment, and this is the biggest opportunity for me to finally become an owner of my first property. I am begging you to please accept my offer to make my dreams come true.

Sincerely,

Inocente Virginia Vidal Soriano

A handwritten signature in black ink, appearing to read 'Inocente Virginia Vidal Soriano', is written over a horizontal line. To the left of the signature is a large, bold 'X' mark.

Inocente Virginia Vidal Soriano

Proposal Form

Contact Information:

Name: Inocente V. Vidl Soriano
Business Name (If Applicable): _____
Address: 236 South William St
City, State & Zip: Newburgh, NY 12550
Home phone: 845 597 4991
Business Phone: N/A
Mobile Phone: N/A
E-mail: amservicesinc@yahoo.com
Federal I.D. No. (If Applicable): _____

Property Ownership Information:

Do you own – as an individual, member of an LLC, partner in a partnership, or officer in a corporation – any properties in the City of Newburgh? Yes _____ No x

If you own property in the City of Newburgh, are any of these properties vacant and/or currently listed on the City of Newburgh's Vacant Building Registry? Yes _____ (attach explanation) No _____ N/A x (No property owned in the City of Newburgh)

If you own property in the City of Newburgh, are any of these properties rented? Yes _____ No _____ N/A x (No property owned in the City of Newburgh) If yes, do you have a current Rental License for each of the rental properties? Yes _____ No _____
☐ Verified (Internal Office Use Only); Date Verified: _____

Please list **all** of the addresses of properties you own – as an individual, member of an LLC, partner in a partnership, or officer in a corporation – in the City of Newburgh. Also indicate if any of these properties are vacant or rented. (You may attach a list of the properties if the space below is inadequate.): NONE

Are you current on all municipal obligations (taxes, water charges, etc.)? Yes _____ No _____ (attach explanation) N/A x (No property owned in City of Newburgh)
☐ Verified (Internal Office Use Only); Date Verified _____

Do you have any outstanding code violations for properties owned in the City of Newburgh? Yes _____ (attach explanation) No _____ N/A x (No property owned in City of Newburgh)
☐ Verified (Internal Office Use Only); Date Verified _____

Have you had a previous tax foreclosure on a property owned by you in the City of Newburgh? Yes _____ (attach explanation) No x

Individual Property Bid Sheet

Information on Bid Property:

(If you are bidding on more than one property, please submit a completed copy of this page for **each** bid property. Please limit the total number of properties to a maximum of **three (3)**. Only one copy of the other pages in this application is required even if you are bidding on multiple properties.)

Property Address: 394 Washington St, Newburgh, NY 12550

S-B-L#: 3A-3-A7

Type of Project:

☐ Single Family (includes a condominium unit)

☐ Multi-Family (# of Units ☐)

☒ Mixed Use (Commercial & Residential - # of Residential Units ☐)

For the property types listed above, will it be occupied by the purchaser: Yes ☒ No ☐

☐ Commercial ☐ Industrial

☐ Vacant Land (Proposed Use:)

Offer Purchase Price: \$ 100,000

(An offer of **at least** the minimum purchase price is recommended. The "Offer Purchase Price" cannot be left blank.)

Does or will your proposal conform to existing zoning? Yes ☒ No ☐

Renovation Estimate (Pre-Qualifying) - How much do you anticipate investing in this project for renovations? Please consider in your estimate that most vacant properties need *significant* repairs before they can be occupied again. This estimate can be revised once you have obtained entry to the property. *A more detailed repair cost estimate will be required after interior access.* Do not include renovation cost estimate in the "Offer Purchase Price" listed above: \$ 11,500

Who will be doing the work? ☒ Self ☐ Other (complete below)

Please keep in mind that the City of Newburgh requires electrical and plumbing work to be performed by City of Newburgh licensed electricians and plumbers.

General Contractor: A&M Services Inc.

Architect:

Engineer:

Examples of Purchaser's Previous Renovation or Development Experience:

(Alternatively, applicants can attach a list of renovated properties or development experience that contains the information listed below.)

Property/Project No. 1

Property/Project No. 2

Property Address: Please list all addresses (not merely project name). Include street number, street, city and zip code.	87 OVERLOOK	419 Carpenter Ave
Role (i.e. owner, partner, general contractor, architect, investor.)	Contractor	contrator
Type of Project: (i.e. new construction, existing building requiring substantial rehabilitation or moderate rehabilitation.)	Exterior Renovations & Interior Paint	full Renovation
Property Type: (i.e. single-family, multi-family rental or commercial.)	Multi-Family	Single Family
Number of Buildings in Project	1	1
Total Number of Residential Units in Project/Building	3	1
If commercial, total square footage of project		
Total Estimated Development/Rehabilitation Costs	\$5000	\$100,000
Current Status of Building (Pre-development, under construction/renovation or completed - include date completed.)	Completed	Completed
Government Program, if any (Provide name of program and agency, name and current phone of reference.)	NO	NO

Finances:

(Applicant should provide not only sources of funding for the purchase of the property but also sufficient funding for the rehabilitation and/or development of the property.)

I am providing: ☒ Personal Financial Statement
 ☐ Letter from Lender/Investor
 ☐ Personal or Business Bank Statement
 ☐ Evidence of project funding
 ☐ Developers should provide three years financial statements

What You Should Attach:

- o Description of renovation plan with preliminary budget
- o Verification of financial capacity
- o Explanation of any tax delinquency/code violations/vacant building (if applicable)

Business Relationship:

Have you had a "business relationship" as defined in Chapter 34, Article 2 (B) (2) of the municipal code, with any City elected official in the 12 months prior to the due date of this proposal? Yes _____ No x _____

INFORMATION RELEASE:

It is our intent that all personal financial information submitted with this proposal to the Department of Planning and Development shall be considered confidential. I hereby authorize the City of Newburgh Department of Planning and Development to obtain credit reports (by completing a PathStone Credit Report Authorization Form) and verify information supplied as part of this proposal. All information provided is true and accurate to the best of my knowledge. By signing, you also acknowledge reading and reviewing the "Standard Terms and Conditions of Sale".



Signature

Inocente V. Vidal Soriano

Print Name

10/23/20

Date

Submit Application to:

Department of Planning & Development
123 Grand Street, 1st Floor
Newburgh NY 12550

PURCHASE AGREEMENT

Date: 10/21/20

I (We) Inocente V. Vidal Soriano propose to purchase 395 Washington St, Newburgh, NY 12550
by City of Newburgh.

Terms of the offer as follows:

Purchase Price:	<u>\$100,000 "cash as is"</u>
Seller Concession (if applicable)	<u>-0-</u>
Amount due on contract signing:	<u>\$10,000</u>
Mortgage Down Payment (LTV _____ %):	<u>N/A</u>
Amount due at closing:	<u>\$90,000</u>
Contracts to be signed on or about:	<u>ASAP</u>

Closing to be (X on or about) or (_____ on or before): 11/30/20

Personal Property included in sale: As per listing

This sale is contingent upon (X) attorney review of a formal contract, (_____) buyer to perform an engineer inspection within (_____) days, (X) clear title, and as follows: _____.

The sale is contingent upon purchaser securing a _____ mortgage commitment in the amount of _____.

The parties hereby agree that RIVER REALTY SERVICES, INC. in cooperation with N/A is (are) the recognized broker (s) who affected this "meeting of the minds" and will be paid the brokerage commission of _____ by the seller on or before closing.

THE ABOVE TERMS AND CONDITIONS ARE AGREED UPON SUBJECT TO ATTORNEY REVIEW AND FORMAL CONTRACT OF SALE. RECEIPT OF A COPY OF THIS PRELIMINARY AGREEMENT IS HEREBY ACKNOWLEDGED BY ALL PARTIES:

Inocente V. Vidal Soriano KS
Purchaser _____

Seller _____

Purchaser _____

Seller _____

236 South William St, Newburgh, NY

Purchaser Address _____

Seller Address _____

Purchaser Phone
Nydia Barham

Seller Phone _____

Purchaser Attorney
_____/_____

Seller Attorney
_____/_____

Purchaser Attorney Phone / E-mail _____

Seller Attorney Phone / E-mail: _____

Agent Name: Kerly Scialpi of River Realty Services, Inc.
Phone: 845 845 4617 Fax: 845 564 0700
Email: Kscialpi@riverrealty.com

Listing Agent: _____ of _____
Phone: _____ Fax: _____
Email: _____



Cross Property Agent Full w Tabs

Listing



MLS#: **6032189** **Active** List Price: **\$204,900**
 Addr: **394 Washington Street**
 PO: **Newburgh** County: **Orange County**
 City/Town: **Newburgh City** Zip: **12550-5459**
 Village: **None** Hamlet/Loc:
 COM Type: **Multi-Family** SubType: **Duplex/Triplex/Four**
 Tran Type: **Sale** Complex:
 Bldg Size: Levels: Sqft/Av Spc: **5,262**
 Lot Size: **0.0953 Acres** Zoning: **Commercial**

Recent: **04/07/2020 : New Listing**LSC: **New Listing**

Last Ext:

Current Use: **Food Services, Retail**
 Building Class: Invest Prop?:
 Elevator: Sprinkler:
 Ceiling Height: Grs Lse Area:
 Elec Co:
 Elevator Type: Floor Num:
 Parking:
 Traffic Count:

Permit Use:
 Street Type: # Ttl Units: **2**
 Wkend Svc: # Res Units: **1**
 Yr Blt: Yr Renovated:
 Elec Amps: # Bldgs: **1**
 Elec Phase: # Docks:
 Elec Volts: # Dv/Grd Drs:
 Ovrhd Dr Hgt: RE Included:

Tax ID#: **331100.034.000-0003-047.000/0000**
 Tax: **\$11,950** Tax Year: **2020**
 Cap Rate: Grs Rent Mult:

Assum Mort:
 Assmt: **\$212,700**
 Ann Bus Inc: Tot Inc Yr:
 Tot Exp Yr:
 Ann Rent Inc:

Inc/Exp Info: Eff Gross Inc:
 Debt Info: Loan Info:
 Pre-Tax Csh Flw: Due In:
 Amortized Over: Net Lse Invest:
 Tenancy: Price Confid:
 Utilities:

Grs Op Inc:
 Net Op Inc:
 Interest Rate:
 Down Paymnt:
 Prp On Grd Ls:
 Financial Year:
 Net Op Inc:
 Ann Debt Svc:
 Occupancy:
 Parking Ratio:

Amenities:
 Includes:
 Excludes:
 Heat Zones/Type: **Base Board**
 A/C: **None**
 Garbage:
 Plumbing:
 Construction: **Frame**
 Lot Description: **Level**
 Location Desc:

Fuel: **Natural Gas**
 Water: **Municipal**
 Sewer: **Municipal**
 Hotwater: **Gas Stand Alone**
 Gas Avail:

Public Remarks

Spacious building with business on the first floor and one three bedroom apartment. Located near most shopping, schools and amenities. Join in Newburgh's renaissance! City of Newburgh owned property. Preference given to an owner-occupant business or residential purchaser at this time. All offers subject to final approval by City Council. Offers with financing must be accompanied by pre-qual letter; cash offers with proof of funds. Sold as-is. See member's remarks for property access and offer presentation requirements.

Agent Only Remarks

Buyer and agent must sign the Release of Liability form before accessing property and for lockbox code. Access the form www.riverrealty.com/offers_newburgh. Present all offers at www.riverrealty.com/offers_newburgh.

Show Instr: **No interior showings at this time**
 Access for Show: **Broker**
 Improvements: **Little Britain Road, right onto Washington Street**
 Directions:

Appt Ph:
 Owner: **City Of Newburgh**
 LA: **(28180) Brian T. Smith**
 LA Email: **bsmith@riverrealty.com**
 LO: **(RIVMNG) River Realty Services, Inc.**
 CLA: **(37432) Lee A Raphael**
 CLA Email: **lraphael@riverrealty.com**
 CLO: **(RIVMNG) River Realty Services, Inc.**
 SA: **0%** BA: **2.5%**

Appt Ph 2:
 REO: **Yes**
 LA Ph: **(845) 486-1100**
 LO Ph: **(845) 564-2800**
 CLA Ph: **(845) 564-2800**
 CLO Ph: **(845) 564-2800**
 BRA: **0%**
 OBD:

DOM:
 Org Price: **\$204,900**
 Mod/Excl: **NONE**
 List Dt: **04/07/2020**
 Expire Dt: **10/06/2020**
 Agr Type: **ERS**
 Neg Thru: **Listing Agent**
 \$/SqFt: **\$38.94**
 TOM Dt:
 OM Date:

Prepared By: Donna Challacombe

Date Printed: 04/07/2020

394 WASHINGTON ST, NEWBURGH, NY 12550

REPAIR COST ESTIMATE AND SCHEDULE				
EXTERIOR	ESTIMATED START DATE (I.E., NOVEMBER 2018)	ESTIMATED MATERIAL COST (Number of Items x cost)	ESTIMATED LABOR COST	TOTAL COST (MATERIALS + LABOR)
ROOF		\$1,000.00	\$4,500.00	\$5,500.00
GUTTERS/DOWNSPOUTS		\$400.00		\$400.00
WINDOWS		\$1,000.00	\$0.00	\$1,000.00
DOORS		\$500.00	\$0.00	\$500.00
SIDING/TRIM/EXTERIOR PAINTING		\$1,000.00	\$0.00	\$1,000.00
FOUNDATION		\$100.00	\$0.00	\$100.00
STEPS, PORCHES, DECKS		\$0.00	\$0.00	\$0.00
LANDSCAPING			\$0.00	\$0.00
OTHER:		\$0.00		
EXTERIOR REPAIR SUBTOTAL				\$8,500.00
INTERIOR	ESTIMATED START DATE (I.E., NOVEMBER 2020)	ESTIMATED MATERIAL COST (Number of Items x cost)	ESTIMATED LABOR COST	TOTAL COST (MATERIALS + LABOR)
CLEAN-OUT, INTERIOR DEMOLITION		\$600.00	\$0.00	\$600.00
REMEDIATION - LEAD AND/OR ASBESTOS				\$0.00
HEATING SYSTEM (FURNACES)		\$7,000.00		\$7,000.00
HOT WATER HEATERS		\$3,000.00		\$3,000.00
PLUMBING		\$5,000.00		\$5,000.00
ELECTRIC		\$5,000.00		\$5,000.00
BATH(S)		\$4,500.00		\$4,500.00
KITCHEN(S)		\$5,000.00		\$5,000.00
INSULATION/DRYWALL		\$2,000.00		\$2,000.00
INTERIOR DOORS		\$1,200.00		\$1,200.00
TRIM/INTERIOR PAINTING		\$800.00		\$800.00
FLOORING		\$4,000.00		\$4,000.00
INTERIOR REPAIR SUBTOTAL		\$38,000.00		\$62,000.00
SOFT COSTS: ASBESTOS/LEAD TESTING, SURVEY, ARCHITECT, ETC.				\$1,000.00
CONTINGENCY AMOUNT (PERCENTAGE OF TOTAL - 10%, 15%, 20%)				
TOTAL (WITH APPLICABLE SOFT COSTS & CONTINGENCY)				\$71,500.00

10/26/2020

City of Newburgh
David Kohl
Department of Planning and Development
123 Grand Street, 1st Floor
Newburgh, NY 12550

Regarding: Gift Funds
Property Address: 394 Washington Street, Newburgh, NY 12550

Dear Mr. Kohl:

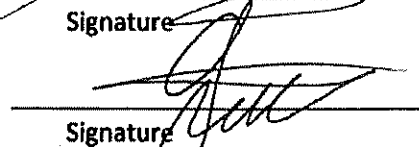
We, the undersigned, authorize Inocente Vidal Soriano to use the funds from our bank account to purchase and repair the property located at 394 Washington St, Newburgh, NY 12550.

Our proof of funds have been provided.
Sincerely,

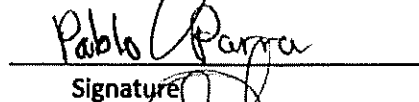
Lizbeth Mendoza
Print Name


Signature

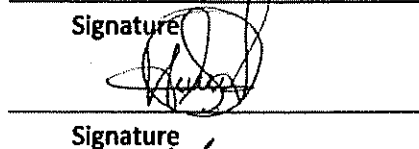
Gabriel Herrera
Print Name


Signature

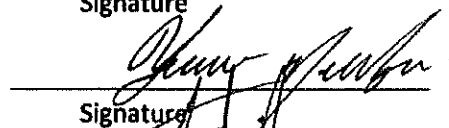
Pablo Parra
Print Name


Signature

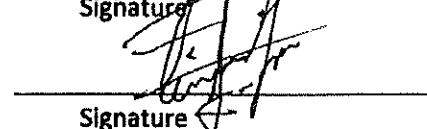
Hermegenildo Vidal
Print Name


Signature

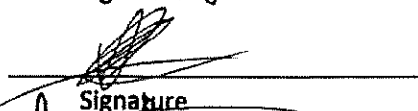
Yesenia Mendoza
Print Name


Signature

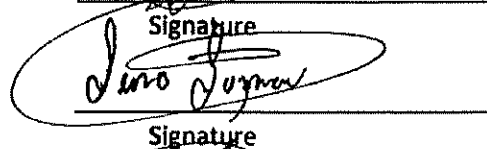
Araceli Mendoza
Print Name


Signature

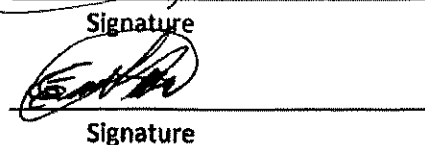
Dennis Rodriguez
Print Name


Signature

Gino A Guzman
Print Name


Signature

Gregoria Elena Valle
Print Name


Signature

FUNDS:

Key Bank-Lizbeth Mendoza (dghtr- personal Account)	\$3,232.89	✓
Citizens Bank – Lizbeth Mendoza (dghtr- business)	\$5,277.05	✓
Key Bank - Inocente Vidal Soriano	\$10,530.46	✓
Key Bank -Gabriel Herrera	\$26,744.02	✓
Bank of America -Pablo Parra	\$10,647.01	✓
Hudson Valley FCU-Hermegenildo Vidal	\$12,297.66	✓
Hudson Valley FCU Yesenia Mendoza (dghtr)	\$13,853.35	✓
A&MServices Inc- Araceli Mendoza (dghtr)	\$64,405.61	✓
Hudson Valley FCU-Dennis Rodriguez	\$9,204.64	9588
Hudson Valley FCU-Gregoria Elena Valle	\$7,454.29	✓
Chase-Gino A. Guzman	\$9,789.22	✓

TOTAL - \$ 173,816.

Lisbeth Mendoza Personal Acct

Checking Account Details

View Account Details

Tell the Customer...

We see that you have not consented to KeyBank's Standard Overdraft Services for ATM and everyday debit card transactions for this Account. As a reminder, by not consenting to KeyBank's Standard Overdraft Services for ATM and everyday debit card transactions, KeyBank will not authorize and pay ATM and everyday debit card transactions when you do not have sufficient funds in your Account. By consenting to KeyBank's Standard Overdraft Services for ATM and everyday debit card transactions you are agreeing to have KeyBank authorize and pay, at its discretion, overdrafts on ATM and everyday debit card transactions. Normal overdraft fees still apply.

Key Express Checking

Beginning Balance, as of 10/21/2020	3,232.89
Pending Activity Total	-48.74
Holds	0.00
Available Balance	3,184.15
Overdraft Protection Available	NO
Standard Overdraft Services Consent	NO
Last Interest / Dividend Payment, paid on 06/21/2017	0.00
Total Interest / Dividend Paid YTD, as of	0.00
Total Interest / Dividend Paid Last Year	0.00
LDO Promotion Expiration Date	
Show Account Remarks / Add Account Remarks	

Member FDIC

Note: Transaction Balance does not reflect your available balance and it should not be used when considering future transactions. The transaction balance is the balance after cleared activity has posted to your account. The displayed balance may not include pending activity.

Transactions

From (mm/dd/yyyy): 09/21/2020

GET MORE
TRANSACTIONS

To (mm/dd/yyyy): 10/21/2020

Legend	
☐	Sort Ascending
☐	Sort Descending
	View Cleared Check

Date	Description	Debit	Credit
Pending Activity			
10/20/2020	SIGNED PURCHASE PANERA BREAD #204357 POS	42.96	
10/20/2020	SIGNED PURCHASE DUNKIN #331653 Q35 POS	5.78	

Date	Type	Description	Debit	Credit	Transaction Balance
Cleared Activity					
10/20/2020	Debit Card	OLIVE GARDEN 0 MIDDLETOWN NY USA	47.04		3,232.89
10/20/2020	Debit Card	DUNKIN #331653 NEWBURGH NY USA	5.50		3,279.93
10/19/2020	Auto Deduct	DIRECT WITHDRAWAL, PLANET FIT CLUB FEES	10.00		3,285.43
10/19/2020	Debit Card	PANERA BREAD #2 845-567-0999 NY USA	11.23		3,295.43



1416 Route 300
Newburgh, NY 12550

October 27, 2020

To Whom It May Concern:

Please be advised that Lizbeth N. Mendoza currently has a business checking account with Citizens Bank under the name of Newburgh & Hudson Valley Transportation, Inc. She has provided a copy of her Certificate of Incorporation stating that she is the President of this corporation.

Thank you.

A handwritten signature in black ink, appearing to read "Helga B. Crawford".

Helga B. Crawford
Retail Relationship Banker
NMLS ID #750765
1416 Route 300
Newburgh, NY 12550
(845)564-3500

Accounts Summary Settings**Future
Payments &
Transfers**

Business Green Checking -5786

\$5,277.05[Details](#) | [Statements](#) | [Download](#)**VIEW** ▾**Bills & People***close***PAY BILLS****Account Details** (Account Type: Checking)Account Nickname: **Business Green Checking**
EditAvailable Balance: **\$5,277.05**Account Number: **[REDACTED]**Routing Number: **021 313 103**Last Activity Date: **10/20/2020**Last Deposit: **\$1,276.30**Last Deposit Date: **10/15/2020**Last Statement Balance: **\$3,917.47**Last Statement Date: **09/30/2020**

You are
not
enrolled
in Bill
Pay at
this
time.
Enroll
now to
experience
the
convenience
of
paying



KeyBank
Union Avenue Office
1228 Route 300
Newburgh, NY 12550

Tel. (845) 476-3730
Fax: (845) 564-0038

October 22, 2020

To whom it may concern,

Inocente Vidal-Soriano is a Keybank client since 2017 and resides at 236 S William St Apt 2 in Newburgh NY 12550. Her checking account balance as of today is \$10,530.46. If you have any questions you can call me at 845-476-3734.

Sincerely,

Elizabeth Bello
Personal Banker

KeyBank
P.O. Box 93885
Cleveland, OH 44101-5885

**Key Gold Money Market Savings
Statement**

October 22, 2020

T 0334 0000 R 55 T1

**GABRIEL HERRERA
16 BIVONA LN LOT 118
NEW WINDSOR NY 12553-7227**

Questions about your account?
1-800-KEY2YOU (1-800-539-2968)

Or, write us:
KeyBank National Association
P.O. Box 94825
Cleveland, Ohio 44101

Mail Deposits to:
KeyBank Research and Adjustments
Attn: Customer Deposits
555 Patroon Creek Blvd.
NY-31-55-0105
Albany, NY 12206

Get less mail and enroll in Online Statements today!



Key Gold Money Market Savings

Account number: [REDACTED]

Account title: **GABRIEL HERRERA**

Balance on Sep 22, 2020	\$27,504.49
Additions	
Deposits	800.00
Interest	0.22
Deductions	
Withdrawals	1,900.00
Balance on Oct 22, 2020	\$28,404.71

Annual percentage yield (APY) earned	0.01%
Number of days this statement period	30
Interest paid (10-22-20)	\$0.22
Interest earned this statement period	\$0.21
Interest paid year-to-date	\$19.15

Deposits

Date	Description	Amount
9-25	Direct Deposit Package Pavementdirect Dep	\$200.00
10-2	Direct Deposit Package Pavementdirect Dep	200.00
10-9	Direct Deposit Package Pavementdirect Dep	200.00
10-16	Direct Deposit Package Pavementdirect Dep	200.00
Total		\$800.00

Withdrawals

Date	Description	Amount
9-25	Withdrawal Branch 0334 New York	\$300.00
10-5	Phone Trf To DDA 0000323360033837 3290	1,500.00
10-15	Phone Trf To DDA 0000323360033837 3290	100.00
Total		\$1,900.00



KeyNotes



Member FDIC
Page 1 of 2
000328600516731-03290
1630



P.O. Box 15284
Wilmington, DE 19850

PABLO PARRA
4 BRIDLE PATH
NEWBURGH, NY 12550-3814

Customer service information

Customer service: 1.800.432.1000
TDD/TTY users only: 1.800.288.4408
En Español: 1.800.688.6086
bankofamerica.com
Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

➔ Please see the **Important Messages - Please Read** section of your statement for important details that could impact you.

Your combined statement

for August 26, 2020 to September 24, 2020

Your deposit accounts

Adv Plus Banking

Bank of America Advantage Savings

Total balance

Account/plan number

[REDACTED]
[REDACTED]

Ending balance

\$8,838.12

\$1,808.89

\$10,647.01

Details on

Page 3

Page 7

Bank of America Advantage SafeBalance Banking[®]

A smart start for students

Get started at bofa.com/Students.

- No monthly maintenance fees for students¹
- 24/7 account access on your mobile device

¹Students under age 24 are eligible for a waiver of the monthly maintenance fee while enrolled in a high school, college, university or vocational program. Please refer to your Personal Schedule of Fees for details at bofa.com/fees.
SSM-02-20-00308 | 2924522

HUDSON VALLEY CU
New Windsor
265 Windsor Highway

(MINI-STATEMENT)

HERMENEGILDO VIDAL 236 S WILLIAM ST APT 1 NEWBURGH NY 12550-5747	ACCOUNT: [REDACTED]	PERIOD: 10/01/20 TO 10/22/20
--	---------------------	------------------------------

SAVINGS ID:0000				
EFFECT	POST	TRANSACTION DESCRIPTION	AMOUNT	NEW BALANCE
10/01/20		ID 0000 - Savings Balance Forward		1,063.01
10/01/20	10/01/20	WITHDRAWAL OF CASH	- 500.00	563.01
10/06/20	10/06/20	WITHDRAWAL TRANSFER TO LOAN 0002 DELNQ PMT TRNSFR	- 191.18	371.83
10/22/20		Ending Balance		371.83

CHECKING ID:0200				
EFFECT	POST	TRANSACTION DESCRIPTION	AMOUNT	NEW BALANCE
10/01/20		ID 0200 - Checking Balance Forward		2,279.63
10/01/20	10/01/20	WITHDRAWAL DEBIT CARD SIGNATURE DEBIT BURGER KING #2146 Q07 VAILS GATE NY DATE 09/29/20 0 0273026406 0 5814	- 5.41	2,274.22
10/03/20	10/03/20	WITHDRAWAL DEBIT CARD SIGNATURE DEBIT SAFE CREDIT SOLUTIONS 516-6650684 FL DATE 10/02/20 0 0276011898 0 8999	- 99.00	2,175.22
10/03/20	10/03/20	WITHDRAWAL DEBIT CARD SIGNATURE DEBIT SHELL SERVICE STATION NEWBURGH NY DATE 10/03/20 0 0277010591 0 5542	- 24.60	2,150.62
10/05/20	10/05/20	WITHDRAWAL DEBIT CARD SIGNATURE DEBIT DUNKIN #342639 Q35 NEWBURGH NY DATE 10/04/20 0 0278027761 0 5814	- 5.50	2,145.12
10/06/20	10/06/20	WITHDRAWAL POS #027296 MACY'S 202 2001 SOUTH ROAD POUGHKEEPSIE NY	10.37	2,155.49
10/08/20	10/08/20	DEPOSIT	598.86	2,754.35
10/08/20	10/08/20	WITHDRAWAL DEBIT CARD SIGNATURE DEBIT SHOPRITE VAILSGATE SI VAILSGATE NY DATE 10/08/20 0 0282027711 0 5411	- 41.40	2,712.95
10/09/20	10/09/20	WITHDRAWAL DEBIT CARD SIGNATURE DEBIT SHELL SERVICE STATION NEWBURGH NY DATE 10/08/20 0 0282027213 0 5542	- 32.20	2,680.75
10/12/20	10/12/20	WITHDRAWAL DEBIT CARD SIGNATURE DEBIT IQ*IDENTITYIQ.COM 877-8754347 NV DATE 10/11/20 0 0285024916 0 5968	- 21.99	2,658.76
10/14/20	10/14/20	WITHDRAWAL DEBIT CARD SIGNATURE DEBIT SHOPRITE VAILSGATE SI VAILSGATE NY DATE 10/14/20 0 0288027682 0 5411	- 17.70	2,641.06
10/15/20	10/15/20	DEPOSIT	532.85	3,173.91
10/15/20	10/15/20	WITHDRAWAL DEBIT CARD SIGNATURE DEBIT PRICE CHOPPER #142 NEW WINDSOR NY DATE 10/15/20 0 0289019499 0 5411	- 35.89	3,138.02
10/16/20	10/16/20	WITHDRAWAL DEBIT CARD SIGNATURE DEBIT ATT*BILL PAYMENT 800-288-2020 TX DATE 10/15/20 0 0289022840 0 4899	- 395.14	2,742.88
10/16/20	10/16/20	WITHDRAWAL ATM #023847 HUDSON VALLEY C 265 WINDSOR HIGHWAY NEW WINDSOR NY	- 100.00	2,642.88
10/18/20	10/18/20	WITHDRAWAL POS #015261 MACY'S 202 2001 SOUTH ROAD POUGHKEEPSIE NY	- 26.00	2,616.88
10/19/20	10/19/20	WITHDRAWAL DEBIT CARD SIGNATURE DEBIT CUMBERLAND FARMS 1517 NEW WINDSOR NY DATE 10/19/20 0 0293025706 0 5542	- 32.25	2,584.63
10/20/20	10/20/20	WITHDRAWAL DRAFT 000217 TRACER 310000	- 800.00	1,784.63
10/22/20	10/22/20	DEPOSIT	10,513.03	12,297.66
10/22/20		Ending Balance		12,297.66



Hudson Valley CREDIT UNION

P.O. Box 1071 | Poughkeepsie, NY | 12602-1071
845.463.3011 | hvcu.org

September 2020 Statement of Accounts

Member Account Number

Reporting Activity 09/01/20 - 09/30/20

Page 1 of 5

YESENIA MENDOZA
236 SOUTH WILLIAM ST
NEWBURGH NY 12550

Food For Vets

We're collecting non-perishable foods and personal wellness items for the Castle Point Veterans Food Pantry in Wappingers Falls. During the month of October, drop off items at any branch and we'll deliver them in early November, just in time for Thanksgiving distribution.



Account Balances At A Glance

Share Accounts	Balance	YTD Dividends Earned
0000 SAVINGS	\$13,853.35	\$1.07
0200 CHECKING	\$207.66	\$0.24
Share Totals	\$14,061.01	\$1.31
Loan Accounts	Balance	YTD Interest Charged
0001 READI CASH LOC FLUCTUATING PMT	\$7.26	\$113.67
Loan Totals	\$7.26	\$113.67

SAVINGS ID 0000 (Joint with MARCOS GONZALEZ MONTIEL)

Beginning Balance	Deposits	Withdrawals	Ending Balance
\$16,551.51	\$2,790.57	\$-5,488.73	\$13,853.35

Tran Date	Description of Transaction	Withdrawals	Deposits	Balance
09/01/20	Starting Balance			16,551.51
09/02/20	Withdrawal Home Banking Transfer To Share 0200	-1,150.00		15,401.51
09/03/20	Deposit at ATM #003248 HUDSON VALLEY C 953 ROUTE 300 NEWBURGH NY		600.00	16,001.51
09/03/20	Deposit at ATM #004805 HUDSON VALLEY C 953 ROUTE 300 NEWBURGH NY		590.00	16,591.51
09/05/20	Withdrawal Home Banking Transfer To Share 0200	-91.00		16,500.51
09/07/20	Withdrawal Home Banking Transfer To Share 0200	-150.00		16,350.51
09/09/20	Withdrawal Home Banking Transfer To Share 0200	-1,000.00		15,350.51
09/10/20	Withdrawal Transfer To Share 0200	-132.28		15,218.23
09/10/20	Withdrawal Transfer To Share 0200	-84.35		15,133.88
09/11/20	Withdrawal Transfer To Share 0200	-24.75		15,109.13
09/11/20	Withdrawal Home Banking Transfer To Loan 0001	-866.68		14,242.45
09/11/20	Withdrawal Home Banking Transfer To Loan 4570760000197120	-489.67		13,752.78

Federally Insured by NCUA





Deposit Account Balance Summary

10/23/2020

Requestor Information:

A&M SERVICES INC

351 PRESSLER RD

WALLKILL, NY 12589-2731

Summary of Deposit Account				
Account Number	Account Type	Open Date	Current Balance	Avg Balance (12 mos)
[REDACTED]	Chase Total Business Checking	03/01/2017	\$64,405.61	\$11,713.00

Customer Information	
A&M SERVICES INC	Sole Owner
ARACELI MENDOZA	Signer

Deposit Account Balance Summary request completed by:

VEENU MUNJAL

(845) 565-1027

Route 17K

PLEASE NOTE THAT THE INFORMATION PROVIDED IN THIS LETTER WILL BE THE ONLY INFORMATION RELEASED BY JPMorgan Chase, N.A.

This letter is written as a matter of business courtesy, without prejudice, and is intended for the confidential use of the addressee only. No consideration has been paid or received for the issuance of this letter. The sources and contents of this letter are not to be divulged and no responsibility is to attach to this bank or any of its officers, employees or agents by the issuance or contents of the letter which is provided in good faith and in reliance upon the assurances of confidentiality provided to this bank. Information and expressions of opinion of any type contained herein are obtained from the records of this bank or other sources deemed reliable, without independent investigation, but such information and expressions are subject to change without notice and no representation or warranty as to the accuracy of such information or the reliability of the sources is made or implied or vouched in any way. This letter is not to be reproduced, used in any advertisement or in any way whatsoever except as represented to this bank. This bank does not undertake to notify of any changes in the information contained in this letter. Any reliance is at the sole risk of the addressee.



Hudson Valley[®] CREDIT UNION

P.O. Box 1071 | Poughkeepsie, NY | 12602-1071
845.463.3011 | hvcu.org

10/28/2020

Dennis Rodriguez
16 Lillian Place
New Windsor, NY 12553-7616

Dear Dennis Rodriguez,

This letter is to confirm the following member information that you requested:

Accounts:

Type of Account	Member Number / Account Number	Current Available Balance as of Date
Savings	[REDACTED]	\$417.01
Checking	[REDACTED]	\$9,171.38

Loans:

Type of Loan	Member Number / Account Number	Current Balance as of Date	Monthly Payment	Loan Due Date

Additional Information:

In addition to the above information, please be advised that membership was establish March 8, 2017.

Tyler - Contact Center Specialist II

Employee Signature

10/28/2020

Date



Hudson Valley CREDIT UNION

P.O. Box 1071 Poughkeepsie, NY 12602-1071
845.463.3011 hvcu.org

September 2020 Statement of Accounts

Member Account Number [REDACTED]

Reporting Activity 09/01/20 - 09/30/20

Page 1 of 6

GREGORIA ELENA VALLE
33 ORIOLE CIR
NEWBURGH NY 12560 - 8419

Food For Vets

We're collecting non-perishable foods and personal wellness items for the Castle Point Veterans Food Pantry in Wappingers Falls. During the month of October, drop off items at any branch and we'll deliver them in early November, just in time for Thanksgiving distribution.



Account Balances At A Glance

Share Accounts	Balance	YTD Dividends Earned
0000 PRIMARY SAVINGS	\$6,406.36	\$3.35
0200 CHECKING	\$1,047.93	\$0.23
Share Totals	\$7,454.29	\$3.58

PRIMARY SAVINGS ID 0000 (Joint with ANTHONY PILATO)

Beginning Balance	Deposits	Withdrawals	Ending Balance
\$6,405.87	\$0.49	\$0.00	\$6,406.36

Tran Date	Description of Transaction	Withdrawals	Deposits	Balance
09/01/20	Starting Balance			6,405.87
09/30/20	Deposit Dividend 0.030%		0.49	6,406.36
09/30/20	Ending Balance			6,406.36

For the period 07/01/2020 to 09/30/2020 your Annual Percentage Yield earned was 0.03%

CHECKING ID 0200 (Joint with ANTHONY PILATO)

Beginning Balance	Deposits	Withdrawals	Ending Balance
\$1,851.97	\$4,415.66	\$5,219.70	\$1,047.93

Tran Date	Description of Transaction	Check No.	Withdrawals	Deposits	Balance
09/01/20	Starting Balance				1,851.97
09/01/20	Withdrawal Debit Card Signature Debit NEWBURGH FOOD CORP NEWBURGH NY		-25.65		1,826.32
09/02/20	Withdrawal POS #047959 WAL-MART #2637 288 LARKIN DR MONROE NY		-67.70		1,758.62
09/02/20	Withdrawal Debit Card Signature Debit		-4.31		1,754.31

Federally Insured by NCUA



DUPLICATE STATEMENT



JPMorgan Chase Bank, N.A.
P O Box 182051
Columbus, OH 43218-2051

September 12, 2020 through October 13, 2020

Primary Account: [REDACTED]

00005144 DRE 802 089 28820 NNNNNNNNNN 1 000000000 01

GINO A GUZMAN
44 RYAN AVE APT R1
PORT CHESTER NY 10573-5076

CUSTOMER SERVICE INFORMATION

Web site:	Chase.com
Service Center:	1-800-935-9935
Deaf and Hard of Hearing:	1-800-242-7383
Para Espanol:	1-877-312-4273
International Calls:	1-713-262-1679

9,789.22



Good news — We're including more deposit options to help meet monthly service fee waiver requirements for Chase Total[®] Checking, Chase College CheckingSM, and Chase CheckingSM accounts

Beginning September 13, we'll automatically include additional electronic deposit payments to waive the monthly service fee. This includes payroll deposits that many independent or freelance employees (ride-sharing services, restaurant delivery services, etc.) receive through the Real Time Payment network or third-party services that facilitate payments to your debit card using the Visa[®] or Mastercard[®] network. If you have questions, please call the number at the top of your statement or review the Additional Banking Services and Fees disclosure at chase.com/disclosures for specific requirements for your account.

We'll no longer offer the Visa Benefits Package on Chase debit cards

Effective December 1, 2020, we'll no longer offer the Visa Benefits Package (such as Concierge Services and Purchase Security) on eligible Chase debit cards. This doesn't affect any benefit packages on Chase credit cards. Benefits you may have with this package will remain in effect for eligible purchases made prior to December 1.

We want to remind you about the overdraft service options that are available for your personal checking account(s)

We've included information on the last page of this statement to remind you about our overdraft services and associated fees. As a reminder, overdraft services are not available for Chase Secure CheckingSM or Chase First CheckingSM. Our Standard Overdraft Practice and Chase Debit Card CoverageSM are not available for Chase High School CheckingSM.

We're changing when we waive overdraft fees for Chase Private Client CheckingSM accounts. Please see the last page of this statement for more information.

If you have questions, please visit chase.com/overdraft or call us at the number on your statement. We accept operator relay calls.

Buenas noticias. Estamos incluyendo más opciones de depósito para ayudarte a cumplir los requisitos de exención del cargo mensual por servicio para las cuentas Chase Total[®] Checking, Chase College CheckingSM, y Chase CheckingSM

A partir del 13 de septiembre, incluiremos pagos adicionales depositados electrónicamente de forma automática para eximir el cargo mensual por servicio. Esto incluye pagos de nómina que muchos empleados independientes o autónomos (servicios de traslado compartidos, servicios de entrega a domicilio de restaurantes, etc.) reciben a través de la red de Pagos en Tiempo Real o servicios de terceros que facilitan los pagos realizados a tu tarjeta de débito utilizando la red Visa[®] o Mastercard[®]. Si tienes preguntas, por favor, llama al número en la parte superior de tu estado de cuenta; o revisa la declaración de Servicios y Cargos Bancarios Adicionales en chase.com/disclosures para conocer los requisitos específicos para tu cuenta.



September 12, 2020 through October 13, 2020

Primary Account: 000000160125830

Ya no ofreceremos el Paquete de Beneficios de Visa en las tarjetas de débito de Chase

Vigente el 1 de diciembre de 2020, ya no ofreceremos el Paquete de Beneficios de Visa (tales como Servicios de Asistencia Personal y Protección de Compras) en las tarjetas de débito de Chase que cumplan con los requisitos. Esto no afecta a ningún otro paquete de beneficios en las tarjetas de crédito de Chase. Los beneficios que usted pudiese tener con este paquete permanecerán en efecto para las compras que cumplan con los requisitos realizadas antes del 1 de diciembre.

Como cortesía hacia usted, le proporcionamos esta traducción. Si existe alguna diferencia de significado entre este mensaje y la versión en inglés del mismo, usted acepta los términos de la versión en inglés. Por favor, consulte con un traductor si tiene alguna pregunta.

Queremos recordarle las opciones de servicio de sobregiro disponibles para su cuenta o cuentas de cheques personales

Hemos incluido información en la última página de este estado de cuenta para recordarle nuestros servicios de sobregiro y sus cargos asociados. Recuerde que nuestros servicios de sobregiro no están disponibles para Chase Secure CheckingSM o Chase First CheckingSM. Nuestra Práctica de Sobregiros Estándar y la cobertura Chase Debit Card CoverageSM no están disponibles para Chase High School CheckingSM.

Estamos cambiando cuándo le eximimos los cargos por sobregiro para las cuentas Chase Private Client CheckingSM. Por favor, consulte la última página de este estado de cuenta para obtener más información.

Si tiene preguntas, por favor, visite chase.com/overdraft o llámenos al número que aparece en su estado de cuenta. Aceptamos llamadas por operador de retransmisión.

CONSOLIDATED BALANCE SUMMARY

ASSETS

Checking & Savings

	ACCOUNT	BEGINNING BALANCE THIS PERIOD	ENDING BALANCE THIS PERIOD
Chase Total Checking	000000160125830	\$1,742.60	\$2,686.17
Chase Savings	000002920931300	7,050.13	7,103.06
Total		\$8,792.73	\$9,789.22

TOTAL ASSETS

\$8,792.73

\$9,789.22

Property Proposal Summary

Location: 394 Washington Street

Tax Map Number: 34-3-47

Property Class: 481—Attached Row Building

Zoning: RM—Residential Medium Density; CDO—Commercial District Overlay

Description: Mixed Use Row Building; Restaurant/Bar on 1st Floor; Apartment on upper floors; Year Built (1900+/-); 3412sf; lot size: 25 x 166

Condition: Fair

Assessed Value: \$212,700 (2020 Assessment)

Annual Taxes: \$ 11,950 +/-

List Selling Price: \$204,900

Date city acquired: August 2019

Offer Information:

Name: Inocente V. Vidal Soriano

Offer Price: **\$100,000**

Construction Estimate: \$ 71,500 +/-

Proof of Financing: Various bank accounts. Gifts from relatives and friends.

Comments: This property was acquired by the City of Newburgh through an *In Rem* action in 2019. There was some delay in listing the property because arrangements had to be made with the former tenant to remove a significant amount of personal property from the premises.

Ms. Soriano is a long-time resident of the City of Newburgh (for almost 30 years). She and her husband formerly owned a restaurant together called “La Vitamina Mexicana” located on Liberty Street. The business was forced to close back in 2002.

Now she would like to open a family-run restaurant (an owner-occupant business) at 394 Washington Street. Ms. Soriano also plans to occupy the apartment above the business.

She has obtained a combination of funds from relatives and friends. Her son-in-law and daughter will be completing the renovation work. They have listed a couple of their projects on the PODA application. (See the “Listing and Offer History” for additional information.)





394 Washington Street Photos



Marketing and Offer History – 394 Washington Street

- River Realty began listing the property on 4/7/2020. The initial list price was \$204,900.
- We received an offer of \$160,000 on 7/13/2020 from Mr. Singh.
- Department of Planning and Development countered with an offer price of \$190,000.
- Mr. Singh countered with an offer of \$170,000.
- At that time, there were no other offers on this property.
- Mr. Singh's offer was presented to Council at the September 10, 2020 Work Session.
- There were some issues with the other properties that Mr. Singh owned in the City of Newburgh. He was not able to resolve those issues in a timely manner.
- 394 Washington was then placed back on the market.
- An offer was received from Ms. Soriano for \$100,000 on November 2, 2020. This offer has been submitted to City Council for the November 19 Work Session. At this time, there have been no other offers received by River Realty.

RESOLUTION NO.: 293 - 2020

OF

NOVEMBER 23, 2020

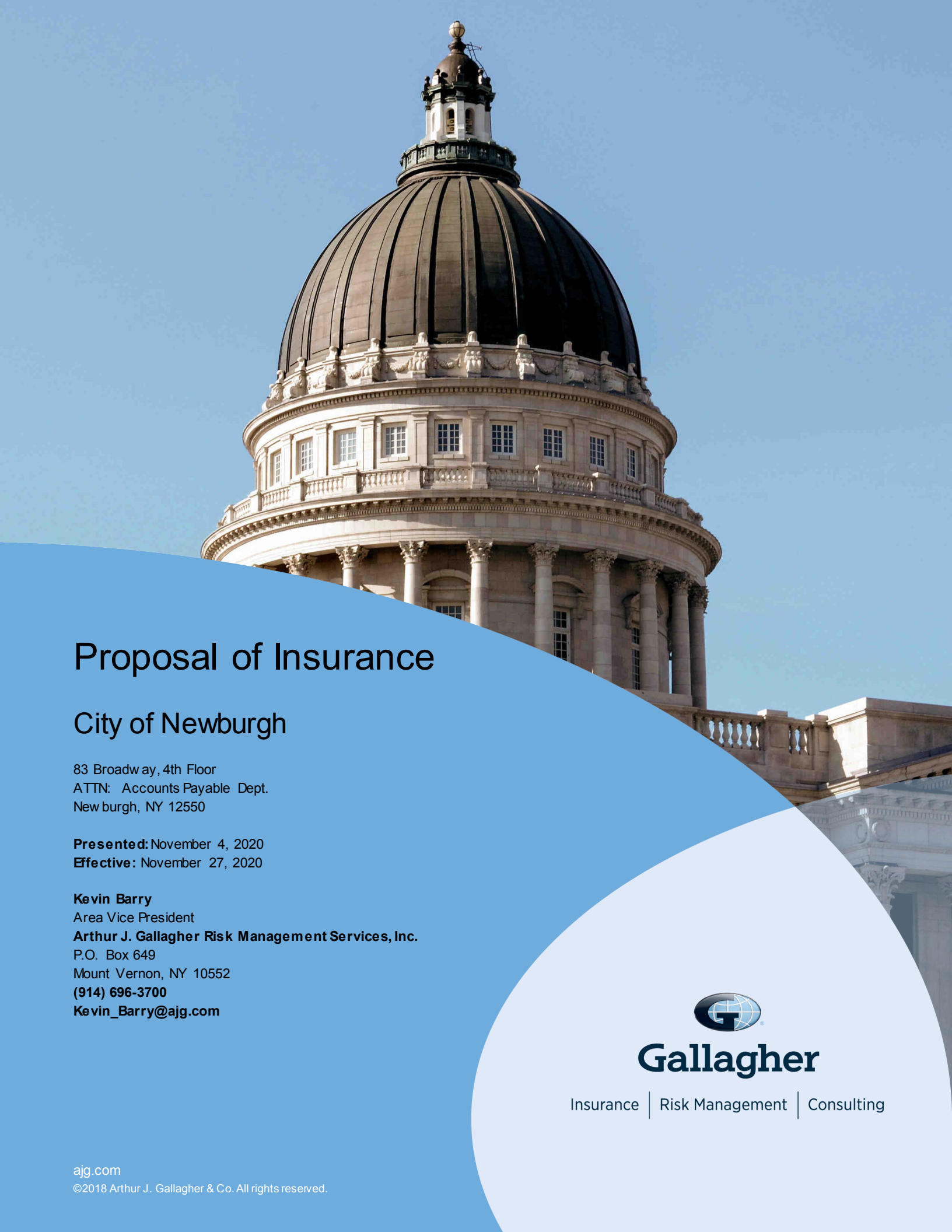
**A RESOLUTION AUTHORIZING APPROVAL OF A GENERAL LIABILITY INSURANCE
POLICY FOR CITY-OWNED TAX FORECLOSED PROPERTIES FOR THE PERIOD OF
NOVEMBER 27, 2020 TO NOVEMBER 26, 2021**

WHEREAS, the City of Newburgh has maintained general liability insurance coverage for City-owned tax-foreclosed properties since 2010; and

WHEREAS, Arthur J. Gallagher of New York, Inc. has recommended a renewal of liability insurance coverage for Fiscal Year 2020-2021;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York hereby approves the insurance coverage for the term beginning November 27, 2020 through November 26, 2021 with all liability insurance to be provided by Scottsdale Insurance Company; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized and directed to execute agreements with Arthur J. Gallagher of New York, Inc. to provide for insurance coverage for the City-owned tax foreclosed properties for the period of November 27, 2020 to November 26, 2021.



Proposal of Insurance

City of Newburgh

83 Broadway, 4th Floor
ATTN: Accounts Payable Dept.
Newburgh, NY 12550

Presented: November 4, 2020

Effective: November 27, 2020

Kevin Barry

Area Vice President

Arthur J. Gallagher Risk Management Services, Inc.

P.O. Box 649

Mount Vernon, NY 10552

(914) 696-3700

Kevin_Barry@ajg.com



Gallagher

Insurance | Risk Management | Consulting

ajg.com

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Service Team

Kevin Barry has primary service responsibility for your company. We operate using a team approach. Your Service Team consists of:

NAME / TITLE	PHONE / ALT. PHONE	EMAIL	ROLE
Kevin Barry Area Vice President	(914) 697-6033 (914) 696-3700	Kevin_Barry@ajg.com	Producer
Nicole Anstett Client Service Manager Sr.	(914) 697-6066	Nicole_Anstett@ajg.com	Client Service Manager
Nick Fulciniti Client Service Associate	(914) 697-6004	Nick_Fulciniti@ajg.com	Client Service Associate

Arthur J. Gallagher Risk Management Services, Inc.

Main Office Phone Number: (914) 696-3700



Named Insured

Named Insured Schedule:

Add / Change / Delete	Named Insured	General Liability
	City Of Newburgh	X

Note: Any entity not named in this proposal, may not be an insured entity. This may include affiliates, subsidiaries, LLC's, partnerships and joint ventures.

Market Review

We approached the following carriers in an effort to provide the most comprehensive and cost effective insurance program.

INSURANCE COMPANY	LINE OF COVERAGE	RESPONSE
Scottsdale Insurance Company	General Liability	Quoted

Location Schedule

1	96 Carter Street	Newburgh	12550
2	140 Third Street	Newburgh	12550
3	7 Gidney Avenue	Newburgh	12550
4	360 Liberty Street	Newburgh	12550
5	22 Bay View Terrace	Newburgh	12550
6	234 First Street	Newburgh	12550
7	120 Grand Street	Newburgh	12550
8	236 First Street	Newburgh	12550
9	182 Broadway	Newburgh	12550
10	185 Broadway	Newburgh	12550
11	40 William Street	Newburgh	12550
12	129-131 S. Robinson Avenue	Newburgh	12550
13	318 Montgomery Street	Newburgh	12550
14	257 Gidney Avenue	Newburgh	12550
15	169 Johnston Street	Newburgh	12550
16	229 Third Street	Newburgh	12550
17	394 Washington Street	Newburgh	12550
18	253 Ann Street	Newburgh	12550
19	98 Benkard Avenue	Newburgh	12550
20	162 South Street	Newburgh	12550
21	58 William Street	Newburgh	12550
22	123 Renwick Street	Newburgh	12550
23	63 Carson Avenue	Newburgh	12550
24	66 Carson Avenue	Newburgh	12550

City of Newburgh

Program Details

Coverage: General Liability

Carrier: Scottsdale Insurance Company

Policy Period: 11/27/2020 to 11/27/2021

Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
General Liability	Occurrence	Not Applicable	Not Applicable

Coverage:

DESCRIPTION	AMOUNT	BASIS
General Aggregate Limit - Project	\$2,000,000	
Medical Expense	\$5,000	Any One Person
Damage to Premises Rented to You	\$100,000	Each Occurrence
Personal and Advertising Injury	\$1,000,000	
Per Occurrence Limit	\$1,000,000	

Deductibles / Self-Insured Retention

TYPE	COVERAGE	AMOUNT
Deductible	Bodily Injury	\$1,000
Deductible	Property Damage	\$1,000
Deductible	Personal and Advertising	\$1,000

Endorsements include, but are not limited to:

DESCRIPTION
CLS-SD-1L 08-01 COMMERCIAL GENERAL LIABILITY COVERAGE PART SUPPLEMENTAL DECLARATIONS CLS-SP-1L 10-93 COMMERCIAL GENERAL LIABILITY COVERAGE PART EXTENSION OF SUPPLEMENTAL DECLARATIONS CG 00 01 04-13 COMMERCIAL GENERAL LIABILITY COVERAGE FORM CG 01 63 07-11 NEW YORK CHANGES-COMMERCIAL GENERAL LIABILITY COVERAGE FORM CG 21 04 11-85 EXCLUSION-PRODUCTS-COMPLETED OPERATIONS HAZARD CG 21 06 05-14 EXCLUSION-ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY-WITH LIMITED BODILY INJURY EXCEPTION CG 21 16 04-13 EXCLUSION-DESIGNATED PROFESSIONAL SERVICES CG 21 44 04-17 LIMITATION OF COVERAGE TO DESIGNATED PREMISES, PROJECT OR OPERATION CG 21 47 12-07 EMPLOYMENT-RELATED PRACTICES EXCLUSION CG 21 49 09-99 TOTAL POLLUTION EXCLUSION ENDORSEMENT CG 21 67 12-04 FUNGI OR BACTERIA EXCLUSION CG 21 73 01-15 EXCLUSION OF CERTIFIED ACTS OF TERRORISM CG 40 12 12-19 EXCLUSION - ALL HAZARDS IN CONNECTION WITH AN ELECTRONIC SMOKING DEVICE, ITS VAPOR, COMPONENT PARTS, EQUIPMENT AND ACCESSORIES GLS-100s 06-13 EXCLUSION-CONTRACTORS AND SUBCONTRACTORS GLS-106s 12-13 TOTAL LIQUOR LIABILITY EXCLUSION GLS-152s 08-16 AMENDMENT TO OTHER INSURANCE CONDITION GLS-282s 01-19 MULTI-UNIT HABITATIONAL CONVERSION EXCLUSION GLS-289s 11-07 KNOWN INJURY OR DAMAGE EXCLUSION-PERSONAL AND ADVERTISING INJURY GLS-328s 05-11 ABSOLUTE EMPLOYEE AND WORKER INJURY AND LIABILITY EXCLUSION GLS-341s 08-12 HYDRAULIC FRACTURING EXCLUSION GLS-457s 10-14 AIRCRAFT EXCLUSION GLS-47s 10-07 MINIMUM AND ADVANCE PREMIUM ENDORSEMENT



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Endorsements include, but are not limited to:

DESCRIPTION
GLS-537 02-19 CONTROLLED SUBSTANCE EXCLUSION
GLS-74s 09-05 AMENDMENT OF CONDITIONS
GLS-94s 06-15 BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY LIABILITY DEDUCTIBLE ENDORSEMENT (PER CLAIMANT)
IL 00 21 09-08 NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
UTS-266g 05-98 ASBESTOS EXCLUSION
UTS-267g 05-98 LEAD CONTAMINATION EXCLUSION
UTS-365s 02-09 AMENDMENT OF NONPAYMENT CANCELLATION CONDITION
UTS-428g 11-12 PREMIUM AUDIT
UTS-74g 08-95 PUNITIVE OR EXEMPLARY DAMAGE EXCLUSION
UTS-85g 02-98 ANIMAL EXCLUSION
NOTX0178CW 03-16 CLAIM REPORTING INFORMATION
NOTX0423CW 02-19 POLICYHOLDER DISCLOSURE -NOTICE OF TERRORISM INSURANCE COVERAGE
UTS-COVPG 06-19 COVER PAGE
OPS-D-1 01-17 COMMON POLICY DECLARATIONS
UTS-126L 10-93 SCHEDULE OF TAXES, SURCHARGES OR FEES
UTS-SP-2 12-95 SCHEDULE OF FORMS AND ENDORSEMENTS
UTS-SP-3 08-96 SCHEDULE OF LOCATIONS
IL 00 17 11-98 COMMON POLICY CONDITIONS
UTS-496 06-19 MINIMUM EARNED CANCELLATION PREMIUM
UTS-9g 05-96 SERVICE OF SUIT CLAUSE

Exclusions include, but are not limited to:

DESCRIPTION
Employment-Related Practices
Total Pollution
Fungi or Bacteria
All Hazards in Connection with an Electronic Smoking Device, it's Vapor, Component Parts, Equipment and Accessories
Contractors and Subcontractors
Total Liquor Liability
Multi-Unit Habitational Conversion
Know Injury or Damage
Absolute Employee and Worker Injury and Liability
Hydraulic Fracturing
Aircraft
Controlled Substance
Nuclear Energy Liability
Asbestos
Lead Contamination
Punitive or Exemplary Damage
Animal



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Premium	\$16,806.00
TRIA	\$840.00
Taxes	
Surplus Lines Tax	\$661.66
Total Taxes	\$661.66
Surcharges & Assessments	
Inspection Fee	\$400.00
Total Surcharges & Assessments	\$400.00
Fees	
Policy Fee	\$150.00
Total Fees	\$150.00
ESTIMATED PROGRAM COST	\$18,857.66
Minimum Premium -	25.00 %

Loc #/ Bldg #	Program / ISO	Class Code	Description	Exposure	Prem / Prod Rate	Prem / Prod Premium
120 GRAND ST NEWBURGH NY 12550						
7 / 1	76	68606	VACANT BUILDINGS - NOT FACTORIES - OTHER THAN NOT-FOR-PROFIT+	3,304 / PER 1000 SQ FT/AREA	\$168.56 INCL	\$557 INCL
236 1ST ST NEWBURGH NY 12550						
8 / 1	JQ	63010	DWELLINGS - ONE FAMILY (LESSOR'S RISK ONLY)+	1 / PER DWELLING/E ACH	\$349.00 INCL	\$349 INCL
182 BROADWAY NEWBURGH NY 12550						
9 / 1	76	68606	VACANT BUILDINGS - NOT FACTORIES - OTHER THAN NOT-FOR-PROFIT+	1,848 / PER 1000 SQ FT/AREA	\$168.56 INCL	\$311 INCL
185 BROADWAY NEWBURGH NY 12550						
10 / 1	JQ	63012	DWELLINGS - THREE FAMILY (LESSOR'S RISK ONLY)+	1 / PER DWELLING/E ACH	\$780.00 INCL	\$780 INCL
40 WILLIAM ST NEWBURGH NY 12550						
11 / 1	JQ	63010	DWELLINGS - ONE FAMILY (LESSOR'S RISK ONLY)+	1 / PER DWELLING/E ACH	\$349.00 INCL	\$349 INCL
129-131 S ROBINSON AVE NEWBURGH NY 12550						
12 / 1	76	68606	VACANT BUILDINGS - NOT FACTORIES - OTHER THAN NOT-FOR-PROFIT+	14,270 / PER 1000 SQ FT/AREA	\$168.56 INCL	\$2,405 INCL
318 N MONTGOMERY ST NEWBURGH NY 12550						
13 / 1	HA	61217	BUILDINGS OR PREMISES - BANK OR OFFICE - MERCANTILE OR MANUFACTURING - MAINTAINED BY THE INSURED - OTHER THAN NOT-FOR-PROFIT (LESSOR'S RISK ONLY)+	3,935 / PER 1000 SQ FT/AREA	\$524.00 INCL	\$2,062 INCL
257 GIDNEY AVE NEWBURGH NY 12550						



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14 / 1	JQ	63010	DWELLINGS - ONE FAMILY (LESSOR'S RISK ONLY)+	1 / PER DWELLING/E ACH	\$349.00 INCL	\$349 INCL
169 JOHNSTON ST NEWBURGH NY 12550						
15 / 1	76	68606	VACANT BUILDINGS - NOT FACTORIES - OTHER THAN NOT-FOR-PROFIT+	2,511 / PER 1000 SQ FT/AREA	\$168.56 INCL	\$423 INCL
229 3RD ST NEWBURGH NY 12550						
16 / 1	JQ	63010	DWELLINGS - ONE FAMILY (LESSOR'S RISK ONLY)+	1 / PER DWELLING/E ACH	\$349.00 INCL	\$349 INCL
394 WASHINGTON ST NEWBURGH NY 12550						
17 / 1	JQ	63010	DWELLINGS - ONE FAMILY (LESSOR'S RISK ONLY)+	1 / PER DWELLING/E ACH	\$349.00 INCL	\$349 INCL
253 ANN ST NEWBURGH NY 12550						
18 / 1	JQ	63010	DWELLINGS - ONE FAMILY (LESSOR'S RISK ONLY)+	1 / PER DWELLING/E ACH	\$349.00 INCL	\$349 INCL
98 BENKARD AVE NEWBURGH NY 12550						
19 / 1	76	68606	VACANT BUILDINGS - NOT FACTORIES - OTHER THAN NOT-FOR-PROFIT+	2,406 / PER 1000 SQ FT/AREA	\$168.56 INCL	\$406 INCL
162 SOUTH ST NEWBURGH NY 12550						
20 / 1	JQ	63012	DWELLINGS - THREE FAMILY (LESSOR'S RISK ONLY)+	1 / PER DWELLING/E ACH	\$780.00 INCL	\$780 INCL
58 WILLIAM ST NEWBURGH NY 12550						
21 / 1	76	68606	VACANT BUILDINGS - NOT FACTORIES - OTHER THAN NOT-FOR-PROFIT+	880 / PER 1000 SQ FT/AREA	\$168.56 INCL	\$148 INCL
123 RENWICK ST NEWBURGH NY 12550						
22 / 1	JQ	63010	DWELLINGS - ONE FAMILY (LESSOR'S RISK ONLY)+	1 / PER DWELLING/E ACH	\$349.00 INCL	\$349 INCL
63 CARSON AVE NEWBURGH NY 12550						
23 / 1	JQ	63010	DWELLINGS - ONE FAMILY (LESSOR'S RISK ONLY)+	1 / PER DWELLING/E ACH	\$349.00 INCL	\$349 INCL
66 CARSON AVE NEWBURGH NY 12550						
24 / 1	JQ	63010	DWELLINGS - ONE FAMILY (LESSOR'S RISK ONLY)+	1 / PER DWELLING/E ACH	\$349.00 INCL	\$349 INCL



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Premium Summary

The estimated program cost for the options are outlined in the following table:

LINE OF COVERAGE		EXPIRING PROGRAM		PROPOSED PROGRAM	
		CARRIER	EXPIRING COST	CARRIER	ESTIMATED COST
General Liability	Premium	Scottsdale Insurance Company (Nationwide Mutual Insurance Company)	\$24,316.00	Scottsdale Insurance Company (Nationwide Mutual Insurance Company)	\$16,806.00
	TRIA		\$1,216.00		\$840.00
	Surplus Tax		\$661.66		\$661.66
	Inspection Fee		\$400.00		\$400.00
	Policy Fee		\$150.00		\$150.00
Total Estimated Program Cost			\$24,316.00		\$18,857.66

Quote from **Scottsdale Insurance Company (Nationwide Mutual Insurance Company)** is valid until **11/27/2020**

Gallagher is responsible for the placement of the following lines of coverage:

General Liability

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.



Premium Financing

Arthur J. Gallagher is pleased to offer Premium Financing for our clients.

What is Premium Financing?

Premium financing is a short-term loan that provides premium payment flexibility. By financing, you have the option to spread out your premium payments instead of paying in full at the time of policy purchase or renewal.

Why Premium Financing May be Good for Your Business?

- May improve **capital and cash flow management** by spreading out premium payments over the policy period.
- Allows for **consolidation of** multiple policies into one premium finance agreement with a single monthly or quarterly payment.
- Provides automated **ACH options and flexible payment terms**.

Want to Learn More?

If you are interested in learning more or obtaining a quote, contact your Client Service Manager.



Payment Plans

CARRIER / PAYABLE CARRIER	LINE OF COVERAGE	PAYMENT SCHEDULE	PAYMENT METHOD
Scottsdale Insurance Company (Nationwide Mutual Insurance Company)	General Liability	Payable within 20 Days of Binding	Agency Bill



Carrier Ratings and Admitted Status

PROPOSED INSURANCE COMPANIES	A.M. BEST'S RATING & FINANCIAL SIZE CATEGORY *	ADMITTED/NON-ADMITTED **
Scottsdale Insurance Company	A+XV	Non-Admitted

*Gallagher companies use A.M. Best rated insurers and the rating listed above was verified on the date the proposal document was created.

Best's Credit Ratings™ reproduced herein appear under license from A.M. Best and do not constitute, either expressly or impliedly, an endorsement of Gallagher's service or its recommendations. A.M. Best is not responsible for transcription errors made in presenting Best's Credit Ratings™. Best's Credit Ratings™ are proprietary and may not be reproduced or distributed without the express written permission of A.M. Best.

A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. Best's Credit Ratings™ are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings™ and Guide to Best's Credit Ratings, visit the A.M. Best website at <http://www.ambest.com/ratings>.

**If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier, and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund.

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

Proposal Disclosures

The following disclosures are hereby made a part of this proposal. Please review these disclosures prior to signing the Client Authorization to Bind or e-mail confirmation.

Proposal Disclaimer

IMPORTANT: The proposal and/or any executive summaries outline certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. The insurance policies themselves must be read to fully understand the terms, coverages, exclusions, limitations and/or conditions of the actual policy contract of insurance. Policy forms will be made available upon request. We make no warranties with respect to policy limits or coverage considerations of the carrier.

Compensation Disclosure

1. Gallagher Companies are primarily compensated from the usual and customary commissions, fees or, where permitted, a combination of both, for brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively "insurance coverages") handled for a client's account, which may vary based on market conditions and the insurance product placed for the client.
2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies that provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. If you do not wish to have your commercial insurance placement included in consideration for additional compensation, contact your producer or service team for an Opt-out form.
3. Gallagher Companies may receive investment income on fiduciary funds temporarily held by them, or from obtaining or generating premium finance quotes, unless prohibited by law.
4. Gallagher Companies may also access or have an ownership interest in other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace some of which may earn and retain customary brokerage commission and fees for their work.

If you have specific questions about any compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

In the event you wish to register a formal complaint regarding compensation Gallagher receives from insurers or third-parties, please contact Gallagher via e-mail at Compensation_Complaints@ajg.com or by regular mail at:

Chief Compliance Officer
Gallagher Global Brokerage
Arthur J. Gallagher & Co.
2850 Golf Rd.
Rolling Meadows, IL 60008

TRIA/TRIPRA Disclaimer

If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a \$100 billion cap on insurers' aggregate liability.

The TRIPRA program increases the amount needed in total losses by \$20 million each calendar year before the TRIPRA program responds from the 2015 trigger of \$100 million to \$200 million by the year 2020.

TRIPRA is set to expire on December 31, 2020. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2020. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate "Stand Alone" terrorism policy be purchased to satisfy those obligations.

Arthur J. Gallagher Risk Management Services, Inc.
P.O. Box 649
Mount Vernon, NY 10552

NOTICE OF EXCESS LINE PLACEMENT

Date: 11/27/2020

**City of Newburgh
83 Broadway
Newburgh, NY 12550**

Consistent with the requirements of the New York Insurance Law and Regulation 41 City of Newburgh is hereby advised that all or a portion of the required coverages have been placed by Arthur J. Gallagher Risk Management Services, Inc. with insurers not authorized to do an insurance business in New York and which are not subject to supervision by this State. Placements with unauthorized insurers can only be made under one of the following circumstances:

- a) A diligent effort was first made to place the required insurance with companies authorized in New York to write coverages of the kind requested; or
- b) NO diligent effort was required because i) the coverage qualifies as an "Export List" risk, or ii) the insured qualifies as an "Exempt Commercial Purchaser."

Policies issued by such unauthorized insurers may not be subject to all of the regulations of the Superintendent of Financial Services pertaining to policy forms. In the event of insolvency of the unauthorized insurers, losses will not be covered by any New York State security fund.

TOTAL COST FORM (NON TAX ALLOCATED PREMIUM TRANSACTION)

In consideration of your placing my insurance as described in the policy referenced below, I agree to pay the total cost below which includes all premiums, inspection charges⁽¹⁾ and a service fee that includes taxes, stamping fees, and (if indicated) a fee⁽¹⁾ for compensation in addition to commissions received, and other expenses⁽¹⁾.

I further understand and agree that all fees, inspection charges and other expenses denoted by⁽¹⁾ are fully earned from the inception date of the policy and are non-refundable regardless of whether said policy is cancelled. Any policy changes which generate additional premium are subject to additional tax and stamping fee charges.

Re: Policy No. TBD

Insurer Scottsdale Insurance Company

Policy Premium	\$17,646.00
<u>Insurer Imposed Charges:</u>	
Policy Fees ⁽¹⁾	\$
Inspection Fees ⁽¹⁾	\$
Total Taxable Charges	\$
 Service Fee Charges:	
Excess Line Tax (3.60%)	\$631.66
Stamping Fee	\$30.00
Broker Fee ⁽¹⁾	\$150.00
Inspection Fee ⁽¹⁾	\$400.00
Other Expenses (specify) ⁽¹⁾ _____	\$
Total Policy Cost	\$ <u><u>18,857.66</u></u>

(Signature of Insured)

⁽¹⁾ = Fully earned

Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 11/4/2020, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below :

	COVERAGE/CARRIER
☐ Accept ☐ Reject	General Liability - Scottsdale Insurance Company
☐ Accept ☐ Reject	<i>TRIA</i>

The above coverage may not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those addressed in the coverage considerations included in this proposal, please list below :

Producer/ Insured Coverage Amendments and Notes :

Exposures and Values

We confirm the payroll, values, schedules, and other data contained in the proposal, and submitted to the underwriters, are compiled from information provided by you and we acknowledge it is our responsibility to see that such information is updated and maintained accurately. For renewal policies, if no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies.

Gallagher's liability to Client arising from any acts or omissions of Gallagher shall not exceed \$20 million in the aggregate. Gallagher shall only be liable for actual damages incurred by Client, and shall not be liable for any indirect, consequential or punitive damages or attorneys' fees. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with this Agreement or any Services provided hereunder may be brought by either party any later than two (2) years after the accrual of such claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>.



City of Newburgh

I have read, understand and agree that the above information is correct and has been disclosed to us prior to authorizing Gallagher to bind coverage and/or provide services to us.

By: _____
Print Name (Specify Title)

Company

Signature

Date: _____

Bindable Quotations & Compensation Disclosure Schedule

Client Name: City of Newburgh

COVERAGE(S)	CARRIER NAME(S)	WHOLESALE, MGA, OR INTERMEDIARY NAME ¹	EST. ANNUAL PREMIUM ²	COMM.% OR FEE ³	GALLAGHER U.S. OWNED WHOLESALE, MGA, OR INTERMEDIARY %
GL TRIA	Scottsdale Insurance Company (Nationwide Mutual Insurance Company)	Risk Placement Services	\$16,806.00 840.00	10 %	\$10.00 + \$150.00

¹ We were able to obtain more advantageous terms and conditions for you through an intermediary/ wholesaler.

² If the premium is shown as an indication: The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

* A verbal quotation was received from this carrier. We are awaiting a quotation in writing.

³ The commission rate is a percentage of annual premium excluding taxes & fees.

* Gallagher is receiving ____% commission on this policy. The fee due Gallagher will be reduced by the amount of the commissions received.



Claims Reporting By Policy

Reporting Options:

- Email: NortheastRegion.BSD.ClaimsReporting@aig.com
- Phone: 800.770.0001
- Phone: 856.675.1301 (Direct & International)
- Fax: 856.675.1302
- After hours emergency report service: 877.458.0288

Mailing Address:

Attn: Claims Service Manager
Arthur J. Gallagher
4000 Midlantic Drive
Suite 200
Mt. Laurel, NJ 08054

For all claims reported directly to Gallagher the following services will be provided:

- Preparation of loss notice and delivery to insurance carrier(s).
- Promptly provide claim acknowledgement including claim number and adjuster contact information once the claim is assigned.
- Initiate assignment to Gallagher Claims Advocate when required for continued customer service and management of claims.



CORE360™

Loss Control Portal



Insurance | Risk Management | Consulting



Reduce Your Risk and Simplify Training

Safety training programs and educational materials for employees are critical for reducing accidents, increasing retention and minimizing your total cost of risk now and in the future.

Gallagher's **CORE360™ Loss Control Portal** is our proprietary Learning Management System (LMS) that supports your safety program, provides real time access to your loss control plans and keeps employees up to date with the latest safety standards.

Key benefits of CORE360™ Loss Control Portal:

- **Access** up to 10 modules of your choice from a library of over 100 training and safety shorts. In addition, monthly bulletins are available covering topics such as General and Environmental Safety, Human Resources, and Health and Wellness.
- **Save** valuable time by assigning employee training and monitoring their latest progress and completion.
- **Simplify** the process of training to stay in compliance and avoid costly penalties.
- **Onboard** and train an unlimited number of users while enhancing your overall risk control program.
- **Customize** your platform with your company's logo, training content and modules tailored to your business, and personalized procedures and forms for an added fee.

Most Popular Training Modules:

- Sexual Harassment and Discrimination
- Slip, Trip and Fall Training
- Electrical Safety Training
- Back Safety Training
- Bloodborne Pathogens
- Safe Lifting Practices
- Defensive Driving Basics
- Fire Prevention Basics
- Personal Protective Equipment
- GHS Hazard Communication



Please visit
ajg.com/LossControlPortal to learn more.

Gallagher CORE360™ is our unique, comprehensive approach of evaluating your risk management program that leverages our analytical tools and diverse resources for customized, maximum impact on six cost drivers of your total cost of risk.



RESOLUTION NO.: 294 - 2020

OF

NOVEMBER 23, 2020

RESOLUTION SCHEDULING A PUBLIC HEARING FOR DECEMBER 14, 2020 AND
OPENING A 5-DAY COMMENT PERIOD TO HEAR PUBLIC COMMENT
CONCERNING A SUBSTANTIAL AMENDMENT TO THE
CITY OF NEWBURGH CDBG FY2019 ANNUAL ACTION PLAN
FOR A SECOND ALLOCATION OF
CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT FUNDING

WHEREAS, by Resolution No. 327-2018 of November 13, 2018, the City Council of the City of Newburgh, New York approved and adopted the Community Development Block Grant (“CDBG”) FY 2019 Annual Action Plan (“AAP”); and

WHEREAS, the City of Newburgh received a second special allocation of CDBG funds authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), which requires a Substantial Amendment to the previously authorized FY 2019 AAP, a public hearing and a public comment period;

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 5-day period beginning on December 15, 2020 and closing on December 20, 2020 to receive public comment concerning a substantial amendment to the CDBG FY 2019 Annual Action Plan; and

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 a substantial amendment to the CDBG FY 2019 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 14th day of December, 2020; and

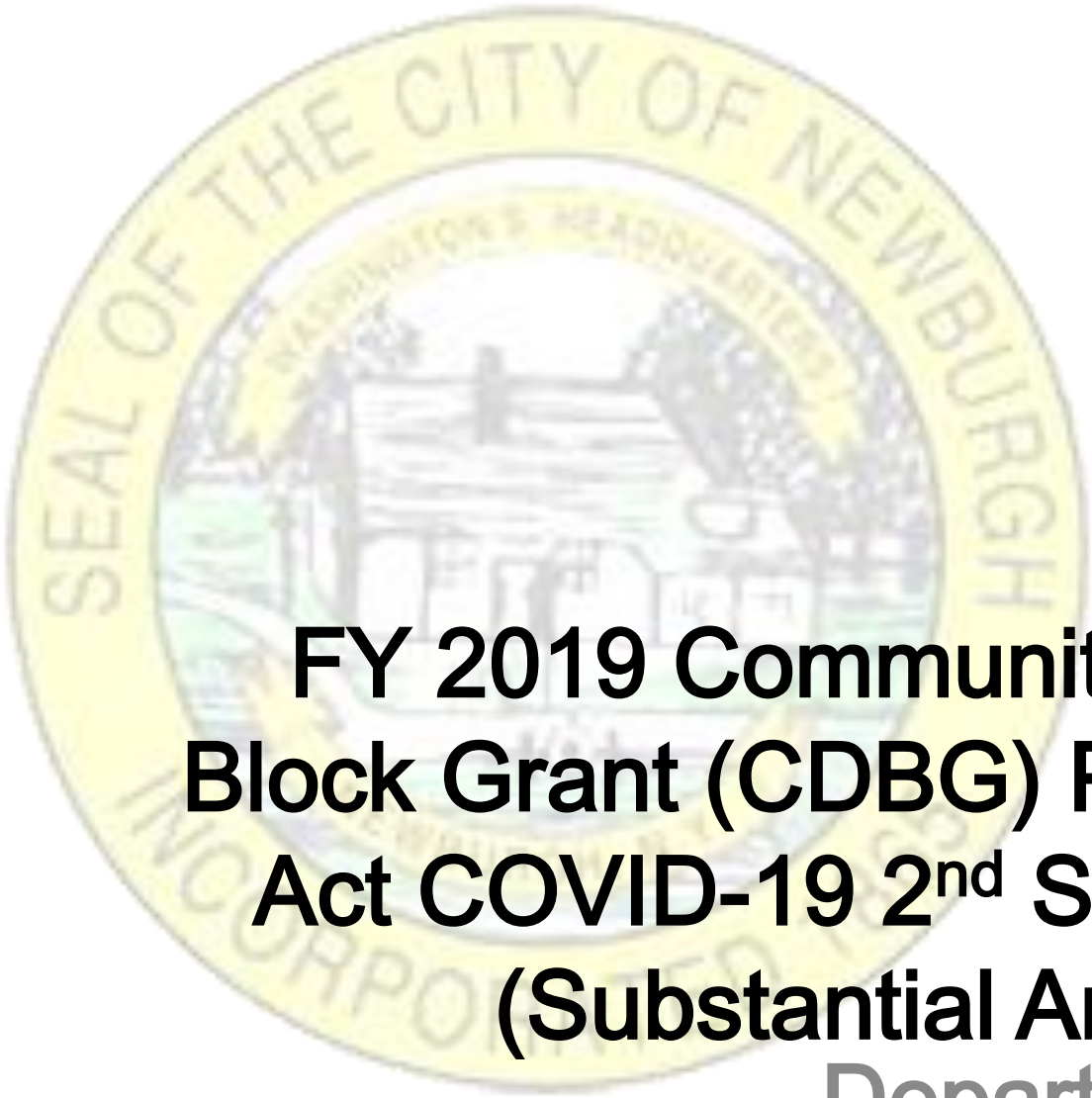
BE IT FURTHER RESOLVED, that due to public health and safety concerns related to COVID-19, the City Council will not meet in-person and in accordance with the Governor’s Executive Order 202.1, as amended, the December 14, 2020 City Council meeting will be held via videoconferencing, and a transcript 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 substantial amendment to the CDBG FY2019 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_YO2Z90y9SFmynIBOW-VEtA . Please note that there is an underscore between the “N” and “Y”).

To order to provide comments during the hearing you must register in advance for this webinar no later than 12:00 p.m. on Monday, December 14, 2020 through the Zoom App: https://zoom.us/webinar/register/WN_YO2Z90y9SFmynIBOW-VEtA. Please note that there is an underscore between the “N” and “Y”). 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.

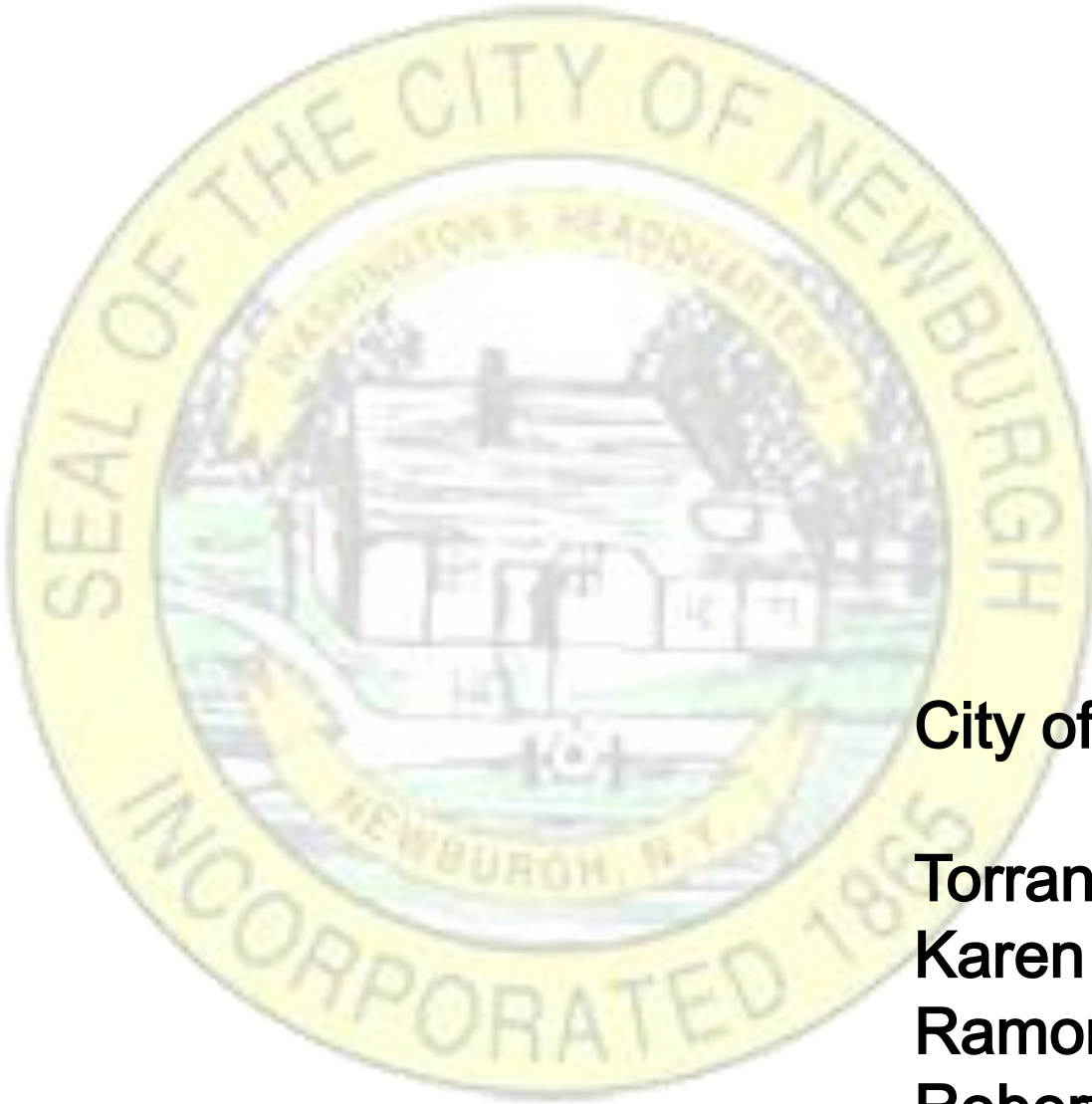
Comments can be provided by email before the meeting to comments@cityofnewburgh-ny.gov with the Subject Line in this format: “PUBLIC HEARING ITEM” by 12:00 p.m. on Monday, December 14, 2020. Please check the meeting Agenda posted on the website for further instructions to access the virtual meeting and for updated information.



**FY 2019 Community Development
Block Grant (CDBG) Projects + CARES
Act COVID-19 2nd Special Allocation
(Substantial Amendment)**

Department of Planning &
Development
November, 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

(New) CARES Act Funding

- In April, 2020, the City of Newburgh received a special allocation of Community Development Block Grant (CDBG) funds in the amount of \$513,511.00 to “prevent, prepare for, and respond to the Coronavirus (COVID-19).”
- The allocation was authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, which was signed by President Trump on March 27, 2020, to respond to the growing effects of this historic public health crisis.
- **In September, 2020, the City of Newburgh received an additional allocation of CDBG funds in the amount of \$370,023.00 to “prevent, prepare for, and respond to the Coronavirus (COVID-19).” This funding is referred to as “CDBG-CV3.”**



(New) City of Newburgh FY2019 Substantial Amendment

- Pursuant to “24 CFR § 91.505 - Amendments to the consolidated plan,” amendments may be made to a jurisdiction’s Annual Action Plan (AAP). The jurisdiction’s Citizen Participation Plan (CPP) determines the criteria for a substantial amendment to the AAP.
- The City of Newburgh’s CPP requires a substantial amendment when there is:
 - A “change of more than 25% of the total grant award funding the activity.”
 - A “change the purpose, scope, location, and beneficiaries from one eligible activity to another by more than 25% of the total funds previously authorized.”



(New) City of Newburgh FY2019 Substantial Amendment

- As the CARES Act special allocation to the City of Newburgh is greater than both the “change of more than 25 % of the total grant award funding the activity” and a “change [to] the purpose, scope, location, and beneficiaries from one eligible activity to another by more than 25% of the total funds previously authorized,” the substantial amendment process must be activated in order for the City of Newburgh to accept the funding.
- The substantial amendment process includes:
 - Update to a previously authorized AAP
 - Public Hearing
 - Public Comment Period
 - Submission of updated AAP to the U.S Department of Housing and Urban Development (HUD)



(New) City of Newburgh FY2019 Substantial Amendment

- To expedite and streamline use of the special allocation of CDBG funding, CDBG-CV3, the additional allocation will be added to the City of Newburgh FY2019 AAP.
- Activities added to the FY2019 AAP under the CDBG-CV Funding:

Infrastructure

- Infrastructure Assessment for Internet Access in the City of Newburgh - CARES Act (CDBG-CV): \$30,000.00

Public Service

- Emergency Food Service - CARES Act (CDBG-CV): \$125,000.00
- Child Care Services - CARES Act (CDBG-CV): \$35,000.00
- Neighborhood Service Programming and Materials necessary to carry-out socially distanced activities (ex. Thanksgiving, Christmas/Hannukah, New Year Socially Distanced Activities/PPE): \$155,023.00

Administration

- Administration - CARES Act (CDBG-CV): \$25,000.00

Additional information begins on Slide 11



“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 required to prepare and submit a **Consolidated Plan** that establishes goals for the use of CDBG funds. The most recent City of Newburgh Consolidated Plan: **FY2015-FY2019**
- 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.



City of Newburgh Community Development Goals

- 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.



City of Newburgh CDBG Projects Overview:

- Manage city-owned properties, through the in rem program.
- Provide access to parkland, trails, and healthy activities in nature
- Positively reinvest in our community and our infrastructure
- Provide public service activities to respond to community need



FY2019: Annual Action Plan Projects updated with CARES Act COVID-19 Special Allocations

**Year 5 of the 5 Year Plan
2015 - 2019**



FY2019 Entitlement + CARES Act Funding Amended CDBG Projects/Funding

Project Name	Description	Project Funding FY2019 Annual Entitlement (CDBG- EN) Funding	Project Funding 1st Round CARES Act (CDBG- CV) Allocation	Project Funding 3rd Round CARES Act (CDBG-CV3) Allocation	Project Funding FY2019 EN + CARES Act (CDBG-CV) Allocations
In Rem Property Program	Salaries for 3 fulltime employees, In Rem Property Supplies, In Rem Training	\$215,000.00			\$215,000.00
Complete Streets Program	Sidewalks, Business Façade Improvements, Infrastructure	\$225,000.00			\$225,000.00
	CARES Act (CDBG-CV): Infrastructure Assessment for Internet Access in the City of Newburgh to meet lack of connectivity due to COVID-19.			\$30,000.00	\$30,000.00
Park Improvements	Park Improvements	\$190,786.00			\$190,786.00
Community Policing/Neighborhood Services	Community and Neighborhood Police Initiatives, 2018 National Night Out, 2019 Children's Summer Film Festival	\$18,000.00			\$18,000.00
	CARES Act (CDBG-CV): Public Service: Provide equipment, supplies, and materials necessary to carry-out a public service; Deliver meals on wheels to quarantined individuals or individuals that need to maintain social distancing due to medical vulnerabilities. (Newburgh Armory Unity Center, NUFFI, RECAP, Catholic Charities)		\$50,000.00	\$115,000.00	\$165,000.00
	CARES Act (CDBG-CV): Public Service: Provide Emergency Income Payments to cover rent and utility payments due to lack of income as a direct result of COVID-19. (Catholic Charities)		\$413,511.00	\$10,000.00	\$423,511.00
	CARES Act (CDBG-CV): Neighborhood Service Programming and materials necessary to carry-out socially distant activities (ex. Includes Thanksgiving, Christmas/Hannukah, New Year, Winter Socially Distanced Activities, PPE) (City of Newburgh)			\$155,023.00	\$155,023.00
	CARES Act (CDBG-CV): Child Care Services (Jewish Community Center)			\$35,000.00	\$35,000.00
Homeowner Resource Assistance Program	Program to provide resource assistance to homeowners	\$60,000.00			\$60,000.00
Administration	Program Administration, Staff Salaries and Benefits, Program Operating Costs (including mailings), Training/Conference	\$130,000.00			\$130,000.00
	CARES Act (CDBG-CV): Program Administration of CDBG-CV funds. Includes program administration costs such as public notices, language translation, mailing, salary, meetings/training, Subrecipient Monitoring.		\$50,000.00	\$25,000.00	\$75,000.00
Total		\$838,786.00	\$513,511.00	\$370,023.00	\$1,722,320.00

**Added through Substantial Amendment (New)
Project: Complete Streets/Infrastructure - CARES
Act (CDBG-CV)**

Previous Budget: \$0.00

***New Budget Allocation: \$30,000.00**

New Budget: \$30,000.00

Summary: Infrastructure Assessment for Internet Access in the City of Newburgh to meet lack of connectivity due to COVID-19 restrictions.



**Added through Substantial Amendment (New)
Project: Public Service, Emergency Food Service -
CARES Act (CDBG-CV)**

Previous Budget: \$50,000.00

***New Budget Allocation: \$115,000.00**

New Budget: \$165,000.00

Summary: Provide equipment, supplies, and materials necessary to carry-out a public service; Deliver meals on wheels to quarantined individuals or individuals that need to maintain social distancing due to medical vulnerabilities.



**Added through Substantial Amendment (New)
Project: Public Service, Emergency Income
Payment (Rent, Utility Payments) - CARES Act
(CDBG-CV)**

Previous Budget: \$413,511.00

***New Budget Allocation: \$10,000.00**

New Total Budget: \$423,511.00

Summary: Public Service program to provide emergency income payment, to cover rent, utility payments due to lack of income as a direct result of the COVID-19 crisis.*

* Payments made directly to service provider



**Added through Substantial Amendment (New)
Project: Public Service, Neighborhood Services
- CARES Act (CDBG-CV)**

Previous Budget: \$0.00

***New Budget Allocation: \$155,023.00**

New Total Budget: \$155,023.00

Summary: Public Service program to provide social distanced programming and materials necessary to carry-out socially distanced activities (ex. Thanksgiving, Christmas/Hannukah, New Year, Winter activities, PPE)



**Added through Substantial Amendment (New)
Project: Public Service, Child Care Services -
CARES Act (CDBG-CV)**

Previous Budget: \$0.00

***New Budget Allocation: \$35,000.00**

New Total Budget: \$35,000.00

Summary: Public Service program to provide temporary child care services due to Coronavirus.



Added through Substantial Amendment (New)
Project: Administration - CARES Act (CDBG-CV)
Previous Budget: \$50,000.00
***New Budget Allocation: \$25,000.00**
Budget: \$75,000.00

Summary: Funding for Program Administration of CDBG-CV funds. Includes program administration costs such as public notices, language translation, mailing, salary, meetings/training.



Project: In Rem Property Program
Budget: \$215,000.00

Summary: Continued funding for the In Rem program, including the salaries for 3 fulltime employees (2 DPW employees and the Economic Development Specialist), In Rem property program supplies, such as paint, plywood, In Rem Training.



In Rem Property Program Highlights

- 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.



Project: Complete Streets Project
Budget: \$225,000.00

Summary: Funding to support the following Complete Streets projects:

- Sidewalks
- Façade Improvements (including business signs)
- Infrastructure



Project: Park Improvements
Budget: \$200,000.00

Summary: Funding to support park improvements in the City of Newburgh. Projects to include support to the new South Street Park.



Project: Community Policing/Neighborhood Services
Budget: \$18,000.00

Summary: Funding to support:

- 2019 National Night Out
- 2019 Children's Summer Film Festival



Project: Homeowner Resource Assistance
Budget: \$60,000.00

Summary: Funding to support a low-income homeowner resource assistance program. Includes repairs as well as other assistance such as financial/budget counseling.

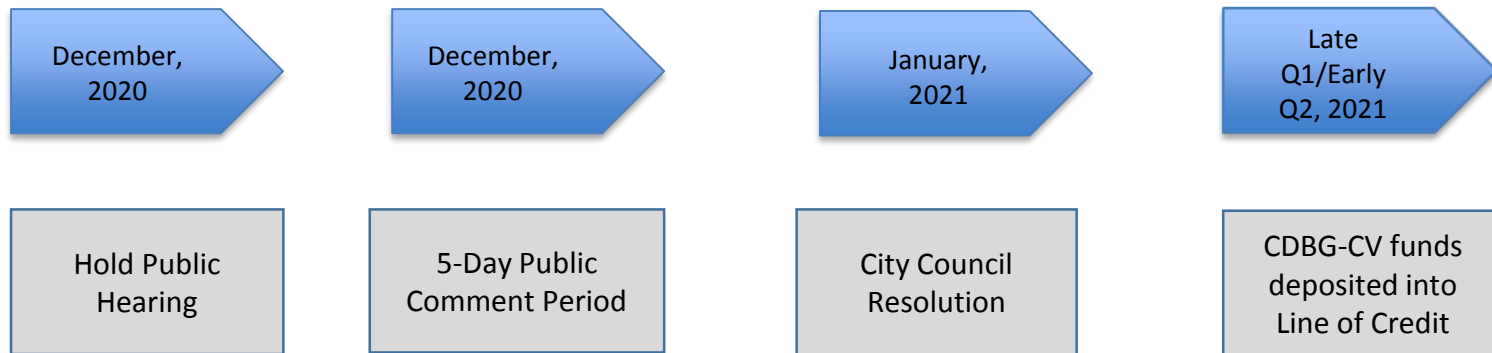


Project: Administration
Project Funding: \$130,000.00

Summary: Funding to include salary and benefits for Director of Community Development, Business Mailings, Supplies and Program Administration/Training/Conference.

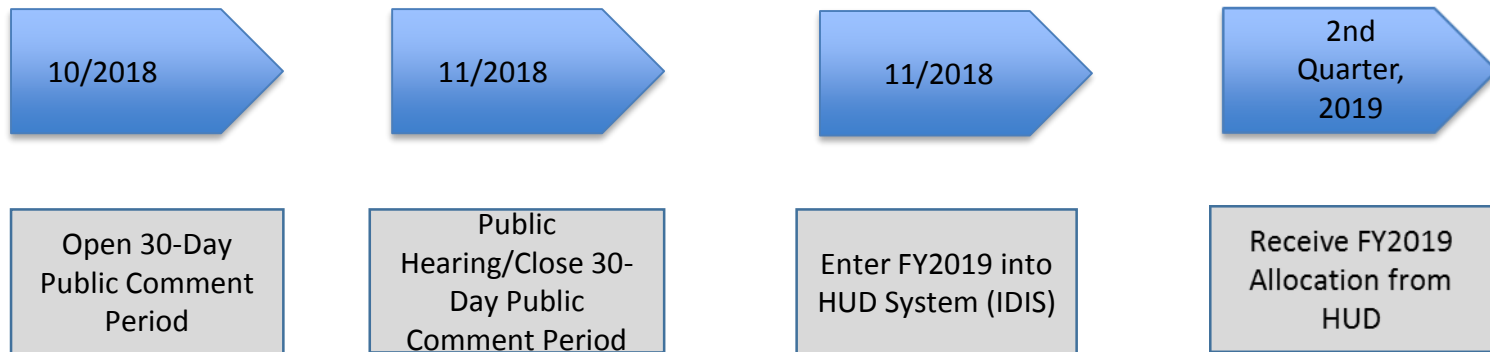


FY2019 CDBG-CV Projects Timeline (New Allocation CDBG-CV3)



FY 2019 CDBG-CV PROJECTS TIMELINE

FY2019 CDBG Projects Timeline



**FY 2019 COMMUNITY DEVELOPMENT BLOCK GRANT
(CDBG) PROJECTS TIMELINE**



RESOLUTION NO.: 295 - 2020

OF

NOVEMBER 23, 2020

**A RESOLUTION DECLARING 22 BICYCLES AS SURPLUS
AND AUTHORIZING DISPOSITION TO
INDIVIDUALS MAKING POSITIVE ADVANCEMENTS
IN THEIR COMMUNITIES TOGETHER, INC.**

WHEREAS, the City of Newburgh Police Department has reported that it is in possession of 22 bicycles which are of no use by the City of Newburgh; and

WHEREAS, the Police Department and the Transportation Advisory Committee are working with Individuals Making Positive Advancements in their Communities Together, Inc. to repair the bicycles and propose to match them with members of the community to increase access and mobility in Newburgh; and

WHEREAS, the City Council has determined that declaring the 22 bicycles as surplus is in the best interests of the City of Newburgh; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the 22 bicycles listed on the surplus inventory list annexed here to and made part hereof are hereby declared to be surplus and of no further use or value to the City of Newburgh; and

BE IT FURTHER RESOLVED, that the City Manager be and he is hereby authorized to execute any required documents and conduct all necessary transactions to dispose of said surplus bicycles to Individuals Making Positive Advancements in their Communities Together, Inc.

Newburgh City PD Bicycle Inventory

Tag #	Brand	Color	Male/Female	Adult/Child	Ready to Roll?	Work Needed	Date Obtained	
1	Mongoose	Red & Silver	Male	Adult	No	Front Brake	8/15/2020	
2.	Rhino	Black & Yellow	Male	Adult	No	Brakes	7/14/2020	
3.	Tony Hawk	Gray	Male	Adult	No	Handles	8/15/20	
4.	FS Elite	Blue	Male	Adult	?		8/30/20	
5.	LL Bean	White	Female	Adult	?		?	
6.	Next	Red	Female	Adult	No	Handlebars & Chain	1/10/20	
7.	Diamondback	Purple	Female	Adult	No	Chain	?	
8.	Next	Red	Male	Adult	Yes		?	
9.	Genesis	Black & Blue	Male	Adult	No	Chain	4/6/20	
10.	Huffy	Purple	Female	Adult	No	Chain & Kickstand	?	
11.	Roadmaster	Black	Male	Adult	Yes		8/25/19	
12.	Kent	Black & Red	Male	Child	No	Chain	?	
13.	Avigo Extreme	Scooter	M/F	Child	Yes		5/08/19	
14.	Mongoose	Burgundy	Male	Child	No	Flat Tire	2/14/19	
15.	Roadmaster	Black	Male	Child	Yes		?	
16.	Avigo	Yellow	Male	Child	Yes			
17.	Jeep	White	Male	Adult	No	Chain	8/18/19	
18.	LOL	Pink	Female	Child	Yes		8/27/20	
19.	Roadmaster	Blue	Female	Child	No	Chain & Seat	10/12/19	
20.	Schwinn	Blue	Male	Adult	No	Chain	2/08/19	
21.	Magna	Red	Male	Child	No	Chain	2/15/19	
22.	Roadmaster	Blue	Male	Adult	No	Brakes	1/21/18	

RESOLUTION NO.: 296 - 2020

OF

NOVEMBER 23, 2020

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
DECLARING ITSELF LEAD AGENCY, DECLARING THE MATTER A TYPE I ACTION,
ACCEPTING PARTS II AND III OF THE FULL ENVIRONMENTAL ASSESSMENT
FORM, AND ISSUING A NEGATIVE DECLARATION, ALL PURSUANT TO THE
STATE ENVIRONMENTAL QUALITY REVIEW ACT ("SEQRA") WITH RESPECT TO
THE ADOPTION OF A REVISION TO CHAPTER 300 ENTITLED "ZONING" OF
THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH**

WHEREAS, the City of Newburgh proposes the adoption of a revision to Chapter 300, entitled "Zoning", of the City Code of Ordinances of the City of Newburgh; and

WHEREAS, the City of Newburgh proposes to undertake the adoption of the proposed revision in compliance with the terms of New York State law and hereby wishes to review the project in accordance with the State Environmental Quality Review Act ("SEQRA"); and

WHEREAS, by Resolution No. 211-2020 of September 14, 2020, in compliance with SEQRA, the City Council of the City of Newburgh declared its intent to assume Lead Agency status, classify the project as a Type I action, and accept as complete a Full Environmental Assessment Form ("FEAF"), as well as refer the proposed revision to the Orange County Planning Department pursuant to General Municipal Law Section 239-m and all other interested or involved agencies; and

WHEREAS, the City Council has received no objections from any interested or involved agencies to the City's Council's intent to act as Lead Agency pursuant to SEQRA for the proposed revisions; and

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

NOW, THEREFORE, BE IT RESOLVED, in compliance with SEQRA, the City Council of the City of Newburgh declares itself to be Lead Agency for environmental review of the action, declares the proposed revision a Type I action, accepts Parts 2 and 3 of the FEAF, and hereby issues a Negative Declaration, all pursuant to SEQRA.

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 track 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.

- b. 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 I (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? _____		
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 Covertype	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 ☐ Yes – Environmental Site Remediation database ☐ Neither database Provide DEC ID number(s): _____ Provide DEC ID number(s): _____ 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: <table style="width: 100%; border: none;"> <tr> <td>☐ Well Drained:</td> <td>_____ % of site</td> </tr> <tr> <td>☐ Moderately Well Drained:</td> <td>_____ % of site</td> </tr> <tr> <td>☐ Poorly Drained</td> <td>_____ % of site</td> </tr> </table>		☐ Well Drained:	_____ % of site	☐ Moderately Well Drained:	_____ % of site	☐ Poorly Drained	_____ % of site						
☐ Well Drained:	_____ % of site												
☐ Moderately Well Drained:	_____ % of site												
☐ Poorly Drained	_____ % of site												
f. Approximate proportion of proposed action site with slopes: <table style="width: 100%; border: none;"> <tr> <td>☐ 0-10%:</td> <td>_____ % of site</td> </tr> <tr> <td>☐ 10-15%:</td> <td>_____ % of site</td> </tr> <tr> <td>☐ 15% or greater:</td> <td>_____ % of site</td> </tr> </table>		☐ 0-10%:	_____ % of site	☐ 10-15%:	_____ % of site	☐ 15% or greater:	_____ % of site						
☐ 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>i</i> or <i>ii</i> , 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: <table style="width: 100%; border: none;"> <tr> <td>• Streams:</td> <td>Name _____</td> <td>Classification _____</td> </tr> <tr> <td>• Lakes or Ponds:</td> <td>Name _____</td> <td>Classification _____</td> </tr> <tr> <td>• Wetlands:</td> <td>Name _____</td> <td>Approximate Size _____</td> </tr> <tr> <td>• Wetland No. (if regulated by DEC)</td> <td colspan="2">_____</td> </tr> </table>		• Streams:	Name _____	Classification _____	• Lakes or Ponds:	Name _____	Classification _____	• Wetlands:	Name _____	Approximate Size _____	• Wetland No. (if regulated by DEC)	_____	
• 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: _____	

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic 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? ☐ Yes ☐ No	
If Yes: i. Nature of historic/archaeological resource: ☐ Archaeological Site ☐ Historic Building or District ii. Name: _____ iii. Brief description of attributes on which listing is based: _____	
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? ☐ Yes ☐ No	
g. Have additional archaeological or historic site(s) or resources been identified on the project site? ☐ Yes ☐ No	
If Yes: i. Describe possible resource(s): _____ ii. Basis for identification: _____	
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? ☐ Yes ☐ No	
If Yes: i. Identify resource: _____ ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____ iii. Distance between project and resource: _____ miles.	
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? ☐ Yes ☐ No	
If Yes: i. Identify the name of the river and its designation: _____ ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? ☐ Yes ☐ No	

F. Additional Information

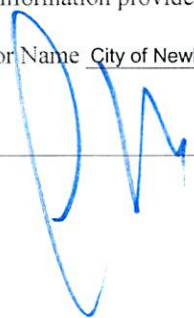
Attach any additional information which may be needed to clarify your project.

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

G. Verification

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

Applicant/Sponsor Name City of Newburgh, by Joseph P. Donat Date 9/18/2020

Signature  Title City Manager

PRINT FORM

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

Agency Use Only [If applicable]
Project : 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: _____		☐	☐		

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.				

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

Project :

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 <i>If "Yes", answer questions a - c. If "No", move on to Section 3.</i>			
	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 <i>If "Yes", answer questions a - l. If "No", move on to Section 4.</i>			
	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	☐	☐

l. 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. (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t) <i>If “Yes”, answer questions a - h. If “No”, move on to Section 5.</i>			
	☐ NO	☐ YES	
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	☐	☐
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. (See Part 1. E.2) <i>If “Yes”, answer questions a - g. If “No”, move on to Section 6.</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 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. ☐ NO ☐ YES (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>			
	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.) ☐ NO ☐ YES <i>If “Yes”, answer questions a - j. If “No”, move on to Section 8.</i>			
	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.) <i>If "Yes", answer questions a - g. If "No", go to Section 10.</i>			
		☐ 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.) <i>If "Yes", answer questions a - e. If "No", go to Section 11.</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 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: e. i. The proposed action may result in the destruction or alteration of all or part of the site or property. ii. The proposed action may result in the alteration of the property’s setting or integrity. 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, E3g, E3f E3e, E3f, E3g, E1a, E1b 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.) <i>If “Yes”, answer questions a - e. If “No”, go to Section 12.</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 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) <i>If “Yes”, answer questions a - c. If “No”, go to Section 13.</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 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.

☐ NO

☐ YES

(See Part 1. D.2.j)

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.

☐ NO

☐ YES

(See Part 1. D.2.k)

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

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	☐	☐
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.

☐ NO

☐ YES

(See Part 1. D.2.m., n., and o.)

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

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	☐	☐
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: _____ _____		☐	☐

1. INTRODUCTION

This document constitutes the “Reasons Supporting This Determination” portion of Part 3 of the Full Environmental Assessment Form (“FEAF”) for the 2020 City of Newburgh Zoning Code Update. This Part 3 of the FEAF provides additional information to assist the Newburgh City Council, as Lead Agency under the State Environmental Quality Review Act (“SEQRA”) (6 NYCRR Part 617), to make a determination on whether the Proposed Action will have significant adverse environmental impacts. This EAF was prepared pursuant to all SEQRA regulations and includes sufficient information for the City Council to make a reasoned determination on environmental significance. Adoption of the Zoning Code Amendments and Zoning Map are considered a Type I action under the State Environmental Quality Review Act (SEQRA).

The Proposed Action would 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 in particular the Future Land Use Plan. The proposed amendments would take effect city-wide, though the proposed actions have application in limited, specific geographic locations.

Additional SEQRA review will be required for individual parcel development applications seeking approvals from the City, in accordance with the existing zoning rules and proposed zoning amendments, should they be adopted. This environmental review analyzes the potential generic impacts associated with the proposed action and generic development projected that occurs under the proposed action, not any potential impacts specific to site conditions associated with future development applications.

The Proposed Action comprises the following actions being considered by the Newburgh City Council, acting as Lead Agency under SEQRA:

- Amend existing Zoning Code
- Amend existing Zoning Map

a. DESCRIPTION OF THE PROCESS

The process to amend the Zoning Code began in late 2018 following the discovery of several map and code errors in the current zoning code. Staff reviewed notes and met with members of the original Zoning Advisory Team to better determine intent of the 2015 zoning update.

Over the course of 2018, 2019 and 2020, staff noted errors in the Zoning Map, Zoning Code, and noted conflicting or oppositional statements in the implementation of the zoning update. In late 2019, staff began to draft changes to the code and worked on updating the corresponding mapping.

b. PURPOSE AND NEED

Staff discovered three general areas of necessary change:

Lack of Definition of Mapped Zones: Several zones were drawn on the Zoning Map, but were not defined as a Zone within the Zoning Code, effectively rendering them as zones with no permissible uses. The zones were “Institutional,” “Open Space,” and “Utility.”

Map Errors: The original intent of the Zoning Code was not properly translated onto the Zoning Map. Several areas of the City that were traditionally mixed-use in nature were intended to be zoned as Residential with Commercial Overlay in order to continue to allow mixed-use development in those areas. A mapping error resulted in only the Commercial or only the Residential Zones being delineated, without any overlay district. This was largely apparent on William Street and the surrounding area.

Unclear or Oppositional Language: Several areas of the code had language that in practice was contradictory to other parts of the Zoning Code, or was so unclear that it was unenforceable or unable to be applied.

2. EXISTING CONDITIONS

a. PLANNING BACKGROUND

The City of Newburgh has prepared numerous planning documents and studies to guide growth and development City-wide including:

- Plan-It Newburgh Sustainable Master Plan (2008)
- Future Land Use Plan (2011)
- Pace Streamlining Newburgh’s Land Use Process Final Recommendations (2012)
- Local Waterfront Revitalization Program (LWRP) (2008 Draft, Locally Adopted in 2018)
- Newburgh Waterfront Charette (2007)
- Liberty-Grand Street Heritage Corridor (2007)
- Liberty Street Corridor Commercial Implementation Strategy, Newburgh 2020 (2009)

Many of these planning documents and studies have been adopted, but the planning strategies and recommendations within these studies have yet to be implemented. Further, the errors in the existing Zoning Code has been an impediment to the implementation of the planning strategies recommended within these documents and studies. As described in more detail below, the proposed Zoning Code update is consistent with and advances the goals of the City’s existing planning documents.

In addition, several regional planning studies and reports helped shape the proposed Zoning Code update, including:

- Newburgh Area Transportation and Land Use Study (2012)
- Orange County Design Manual (Adopted by Orange County, 2011)

b. EXISTING LAND USE PATTERNS AND ZONING

The City contains a broad mix of residential, commercial, industrial, institutional, and open space uses (**Figure 1**). Most of the lower density residential uses are focused north of Broadway and west of State Route 9W, while the eastern portion of the City tends to have more dense residential uses. The Broadway corridor, which serves as the City's commercial spine, includes a variety of retail, service, restaurant and other commercial uses and many mixed-use parcels. The same is true along much of Liberty and Grand Street. Much of the waterfront is currently vacant or underutilized, as are several large lots between the waterfront and the end of Broadway. **Figure 2** shows the existing Zoning Map for the City of Newburgh.

c. POPULATION TRENDS

According to the U.S. Census, Newburgh's population peaked at 31,956 in 1950 (**Table 1**). Over the next 30 years, the City's population decreased by more than 28 percent to a low of 22,863 in 1980. Since then, Newburgh's population has increased by roughly 6,000 persons (26 percent), to 28,866 according to the 2010 Census. The current level of Newburgh's population is approximately 10 percent lower than its 1950 peak.

Table 1
City of Newburgh Population

Year	Population	Change from Previous
2010	28,866	2.1%
2000	28,259	6.8%
1990	26,454	15.7%
1980	22,863	-12.8%
1970	26,219	-15.4%
1960	30,979	-3.1%
1950	31,956	0.2%
1940	31,883	1.9%
1930	31,275	3.1%
1920	30,336	9.1%
1910	27,805	11.4%
1900	24,949	
Sources: US Census		

3. DESCRIPTION OF THE PROPOSED ACTION

The Proposed Action would amend the City's Zoning Code to correct known errors and make minor modifications consistent with the existing Zoning Code. The Proposed Action for

purposes of environmental review comprises the following actions being considered by the City Council of the City of Newburgh, acting as Lead Agency pursuant to SEQRA:

- Adoption of the Proposed Zoning Amendments - Revisions to Chapter 300 (including the Schedule of Bulk, Area, and Parking Regulations and Schedule of Uses, and Form-Based Code Component)
- Adoption of City's Zoning Map

a. PROPOSED ZONING AMENDMENTS

The proposed Zoning Code Amendments would support the goals and objectives presented in the City's planning documents and studies; reduce the volume of development applications that currently require variances; and streamline the planning and zoning application process by clarifying areas of the code that are currently unclear or unenforceable.

The proposed amendments would benefit the City of Newburgh by protecting the City's key natural resources and community character, supporting the economic viability of the City, and meeting the goals and objectives of the City's land use policies. Making the Code more consistent with existing development patterns and streamlining the application process would save property owners and the City significant time and expense by reducing the need for variances and cutting staff time spent reviewing applications. It is anticipated that the proposed changes would encourage investment in Newburgh by facilitating the development process. The proposed zoning would also be consistent with best planning practices by encouraging infill in the downtown area, promoting good urban design, and prioritizing and supporting pedestrian activity.

b. DEFINING AND RE-ORDERING OF ZONING DISTRICTS

The Proposed Zoning Code Amendment would result in the following traditional districts, form-based districts, and overlay districts, all of which currently exist in some fashion in the City's zoning code:

- i. R-1, Single Family District
- ii. Residential, Low Density
- iii. Residential, Medium Density
- iv. Residential, High Density
- v. Commercial
- vi. Industrial
- vii. Right of Way
- viii. Park
- ix. Broadway Corridor
- x. Downtown Neighborhood
- xi. Waterfront Gateway
- xii. Planned Waterfront District
- xiii. East End Historic District Overlay

- xiv. Colonial Terraces Architectural Design District Overlay
- xv. Waterfront Protection Overlay
- xvi. Neighborhood Commercial Overlay

The definitions, allowable uses, location, and zoning regulations for each district are further defined in Chapter 300 of the Newburgh City Code of Ordinances and in the changes proposed in this Zoning Amendment.

c. ZONING MAP REVISIONS

The second component of the Proposed Action is the adoption of the amended City of Newburgh Zoning Map. The Zoning Map was revised to reflect the known errors in the 2015 Zoning Map to better align with the Future Land Use Plan. The proposed Zoning Map changes the following:

- Consolidates redundant or undefined districts;
- Maps the boundaries a missing overlay district.
- Incorporates changes to encourage investment and the revitalization of Newburgh.

The proposed amended zoning map is included as **Figure 1**.

4. POTENTIAL ENVIRONMENTAL IMPACTS OF THE PROPOSED ACTION

This section addresses the environmental categories identified in Part 2 of this FEAF where the impacts of the Proposed Action necessitate additional explanation.

a. CONSENSY WITH CURRENT PLANNING DOCUMENTS

i. Plan-It Newburgh Sustainable Master Plan (2008)

The City Council of the City of Newburgh adopted a Sustainable Master Plan in December 2008, entitled “Plan-It Newburgh.” Goals, targets and strategies in the Plan outline how the City of Newburgh would accommodate growth and development until a target date of 2040. The process for creating the plan began in 2005 with a stakeholder group and a series of workshops, public forums and meetings that invited residents to contribute ideas. The following key areas of interest formed the framework for sustainability: social well-being, governance, housing, natural environment, economic development, transportation, and municipal services. The primary plan objective was to create a higher quality of life in the City of Newburgh for both present and future generations. A key strategy to achieve this objective involved targeting vacant and underutilized portions of the City to avoid displacement and encourage the rejuvenation of the City’s downtown. This strategy is seen as a critical step towards revitalizing the City and supporting Newburgh’s commitment to becoming a thriving, walkable, and attractive community.

This Zoning Code amendment continues to encourage economic development in Newburgh by promoting infill and targeting vacant lots. Development is encouraged through implementation of flexible zoning that allows for a wider variety of uses and a streamlined process for development review, as described above. The Form-Based Districts, developed for four downtown areas, promote mixed-use development in key economic centers of the City such as the Broadway Corridor, Liberty Street, Grand Street, and the Waterfront.

By promoting a walkable, mixed-use, high quality community, the Proposed Action would help the City reach the goals and strategies enumerated in the Plan-It Newburgh Sustainable Master Plan.

ii. Future Land-Use Plan (2011)

The 2008 Sustainable Master Plan “Plan-It Newburgh” addressed land use planning policies. It did not specifically recommend future zoning changes to implement those policies. Therefore, in September 2011, the City of Newburgh commissioned a Land Use Committee to create a Future Land Use Master Plan. The Future Land Use Plan (FLUP) was prepared as an addendum to and to provide support for the goals enumerated in “Plan-It Newburgh”. The goal of the FLUP was to geographically illustrate general future land uses based on the policies stated in “Plan-It Newburgh” and to provide a framework for implementing the zoning changes required to carry out those policies. While the FLUP maintains many of the City’s existing land uses, it recognizes that there are existing areas where land use designations are either obsolete or do not promote the highest and best use for an area. In these areas, the FLUP proposes a new land use designation. The highest and best use for each area is based on policy recommendations from “Plan-It Newburgh”. The FLUP includes a Future Land Use Map, which illustrates the general location and intensity of future land uses and provides a roadmap for undertaking future zoning actions in the City of Newburgh. Many of the proposed changes were codified by the 2015 Zoning Update, however several of those changes were not clearly defined in the zoning text or their intent was not properly translated into the zoning Map. This Proposed Action aims to remedy those specific errors and better align the FLUP with the Zoning Code and Map.

iii. Local Waterfront Revitalization Plan (2008 Draft, and Current Draft)

The Newburgh Local Waterfront Revitalization Plan (LWRP) was adopted in 1992. In 2001, an update to the plan was adopted to address redevelopment initiatives along the waterfront. Similarly, in 2007 the City determined it was appropriate to update its LWRP as well as prepare a Harbor Management Plan to address pending interest in redevelopment of the waterfront. Objectives of the 2008 Draft LWRP include: preserving open space and increasing public access to the waterfront; linking the waterfront to the historic district, Washington’s Headquarters and the Broadway commercial area; and addressing parking issues on the waterfront by

planning for and integrating intermodal and multi-modal transportation links to the waterfront.

The LWRP represents major steps by the City of Newburgh to establish a specific plan and program for the waterfront area. It promotes the preservation of valuable coastal resources, the expansion of water-related and water-enhanced uses and the improvement of underutilized and deteriorated sites.

The Proposed Action expands the code that regulates many aspects of the physical environment that would help preserve Newburgh's coastal resources while expanding their use, including:

- The Waterfront Gateway District was created to better connect the Downtown area with the Waterfront, and is proposed to be expanded.
- The streetscape design standards would create the physical connection needed between Lower Broadway and the Waterfront area.
- All new construction in the Planned Waterfront District would be required to obtain Site Plan Approval from the Planning Board, which would further regulate new development and ensure its success and compatibility with the LWRP.
- All lots having the Hudson River as their boundary would be required to provide public access to the river's edge in the form of a Waterfront Walkway. This walkway would connect private development along the water and City residents and visitors. Public access to the waterfront would create more opportunities for waterfront recreational activities and would increase pedestrian utilization of the area.
- Scenic Viewshed Protection regulations included in the Proposed Action would help protect the views that are central to the City's character.
- The Proposed Action also includes design standards that require new development to complement existing topography by avoiding the use of large retaining walls and other features that prevent a building from interacting with the pedestrian realm.

iv. Newburgh Waterfront Charette (2007)

In 2007, a weeklong public planning process (charette) for 30 underdeveloped acres of downtown Newburgh was held. Andres Duany, an urban planning pioneer, led a team of experts assembled by developer Leyland Alliance through a series of public forums to discuss what should be built on the sites. The charette resulted in public consensus of a detailed illustrative master plan for the area. The plan called for connecting the waterfront with the downtown to create a livelier, mixed-use environment that features a variety of housing types, commercial and civic structures, parks and recreational spaces, and opportunities to better accommodate pedestrian and bicycle traffic.

The Proposed Action promotes mixed-use districts within the city to encourage economic development. More specifically, the Planned Waterfront District (PWD), proposed to be expanded, was established with the goal of revitalizing the waterfront, addresses the goals and design ideals presented in the 2007 Waterfront Charette Master Plan. The Proposed Action allows for a broad mix of uses along the waterfront, including housing, commercial, cultural and open space. The Shopfront building type defined in the PWD Form-Based District was developed to provide a pedestrian oriented experience with retail or office uses on the ground-floor and upper floors typically designed for residential, hospitality and employment uses. Both the Shopfront and Midrise building types, which are common structural defining characteristics of an urban downtown, have maximum building heights of six stories within the PWD. Public access to the Hudson River is promoted through the provision of a Waterfront Area and Waterfront Walkway open to the public with all lots bordering the Hudson River. Streetscape standards along commercial and mixed-use streets help enhance street life by permitting outdoor dining areas, public art, benches and pocket parks. In addition, signage requirements were developed to improve the visual environment, thereby enlivening the resident and visitor experience. All of these regulatory provisions included in the Proposed Action help create the community character envisioned for the Waterfront by the charette.

v. Liberty-Grand Street Heritage Corridor (2007)

A public visioning process and workshop was conducted in 2006 to help provide an understanding of what participating members envisioned as appropriate for the future of Newburgh's Liberty-Grand Street Corridor. The goal of the process was to provide guidance for future planning actions and establish design standards with images that could be directly incorporated into any future planning recommendations. As part of the process, a guidance document was prepared entitled A Shared Vision for the

Future: Liberty-Grand Street Heritage Corridor Visioning Results and Recommendations. This vision was consolidated into guidance focused on street type options, the pedestrian realm, corridor signage, parks and open space, and off-street parking alternatives.

The Liberty-Grand Corridor is included within the Downtown Neighborhood Form-Based District. The Downtown Neighborhood District allows various building types, including the Shopfront, Midrise, Rowhouse and Civic form, which can be found along Liberty and Grand Streets. The building forms promote mixed-use and higher density commercial and residential structures that would reflect the historic development patterns of the area and help highlight the cultural assets within the corridor. The streetscape requirements along secondary commercial and mixed-use corridors would further enhance activity in the public realm to accommodate pedestrian activity and allow for more street trees and amenities such as benches and outdoor café seating. The Liberty-Grand Street Heritage Corridor

Vision also highlights the importance of developing design standards for commercial signage. To accomplish this, the Form-Base Code provides the guidelines necessary for more appropriate signage that improves the experience of place. Band, blade, shingle and awning signs would better identify, direct, and guide local pedestrians and visitors. Although the new zoning does not specify regulations regarding mixed-use parking facilities, it does prohibit off-street parking in front of a principal building, which will help decrease the exposure of parking facilities and create more attractive, pedestrian oriented spaces. Finally, the various design standards outlined in the Form-Based Code would preserve the local character of the historic corridor, by regulating architectural building elements and features, and building materials. The Liberty-Grand Corridor is included in the Historic Overlay District, which would protect, enhance and perpetuate the historic and community character qualities of this heritage corridor.

vi. Newburgh Area Transportation and Land Use Study (2012)

The Newburgh Area Transportation and Land Use Study was conducted between 2008 and 2011 by the Orange County Planning Department on behalf of the Orange County Transportation Council. The study area included the City of Newburgh and the four nearby Towns of Newburgh, New Windsor, Montgomery and Cornwall and the Villages of Walden, Montgomery, Maybrook and Cornwall-on-Hudson. The goal of the study was to identify priorities for creating integrated solutions for transportation and land use within the northeastern portion of Orange County by enhancing mobility and preserving quality of life and the environment.

The Proposed Action encourages transit-oriented, pedestrian-friendly development by recognizing existing patterns of development and allowing for a greater number of mixed-use districts and buildings. The districts and regulations in the Zoning Code Update are consistent with the many recommendations of the Newburgh Area Transportation and Land Use Study that emphasize transportation improvements coordinated with land use patterns. The design, streetscape and signage standards in the Form Based Districts connect neighborhoods through a network of well-designed sidewalks. Some of the land use recommendations outlined by the Study are more specifically addressed in the Broadway Corridor District. The Proposed Action addresses these recommendations by promoting a concentration of activity in the William Street corridor and providing the opportunity for a more pedestrian friendly streetscape.

vii. Orange County Design Manual (2011)

The Orange County Design Manual was published by the Orange County Planning Department, the Regional Plan Association and the Lincoln Institute of Land Policy with support from the Orange County Water Authority. The Manual explores smart growth and the design aspects behind it, and provides tools and strategies to help local communities implement the designs. . The Manual provides best-practices that help answer the where, what and how of community growth and presents

designs based on the smart-growth objectives of protecting and enhancing the environment, maximizing and managing connectivity, and creating pedestrian oriented, mixed-use neighborhoods.

b. CONSISTENCY WITH LAND USE AND COMMUNITY CHARACTER

This subsection identifies potential changes to land use and community character as a result of adopting the Proposed Action.

i. Land Use

In 2015 the zoning code was changed to shift the City away from a code for single-use development within a given parcel, and greatly expanded flexibility for property owners. The 2015 Zoning Code Update creates mixed-use districts in the downtown and waterfront areas, as well as a Neighborhood Commercial Overlay District, which allows commercial uses in select portions of otherwise residential zoning districts. By amending the allowed land use in these areas, the proposed changes promote local neighborhood economic development and provide residents with access to local amenities within walking distance from their homes.

In several areas, the intent of these changes was not fully realized, and the proposed action is to bring those areas into better alignment with the intent of that 2015 zone change, and align the zoning code with the Future Land Use Plan.

The proposal to upzone the William Street area to a greater density with Commercial Overlay, was defined by the Future Land Use Plan and was intended in the 2015 zoning update, but never fully realized in the 2015 Zoning Map.

The areas that were designated as Open Space in the 2015 code, were never defined, and therefore, in order to align with the Future Land Use Plan, they have either been absorbed by their respective surrounding zones, or zoned Conservation Development (CDD). This CDD district would allow residential uses, subject to the preservation of important environmental features. Per proposed CDD regulations, future use of these parcels would be restricted to residential use, must set aside 50 percent of the site as open space, and must protect each site's unique and valuable environmental features.

The areas that were designated as Institutional in the 2015 code, were never defined, and therefore, in order to align with the Future Land Use Plan, they have either been absorbed by their respective surrounding zones.

Areas that have been designated as Parkland by the City of Newburgh have now been correctly mapped as parkland in the zoning.

Areas previously designated Utility have been rezoned as Right-of-Way (ROW) and the zone has been more clearly defined within the code.

With the exception of the changes noted above, the Proposed Action would not change the current land use, or currently allowed land uses, for the majority of the City, which are zoned for predominantly residential uses. As described above, the major change with regard to the residential districts is a ‘right-sizing’ of the minimum lot size and other ‘bulk’ regulations. In reality, this change in minimum lot-size would not affect the overwhelming majority of the City, which is already developed and subdivided. Rather, the proposed zoning would make the vast majority of the City’s parcels ‘conforming’ lots with regards to the zoning requirements, which would help streamline the review process for any future land use applications. Because the proposed revisions to lot and area requirements for residential parcels would only bring current zoning code regulations in compliance with the existing developed environment, it is not anticipated that an increase in density would occur. In addition, development applications within the PWD, CDD, DND and WD that meet certain other regulatory thresholds would be required to provide a site specific SEQRA analysis, which would evaluate the impact of those proposals on a case by case basis.

ii. Community Character

The Proposed Action is expected to create a more visually appealing, unified, mixed- use downtown and waterfront, which would improve the overall community character of the City. The regulations and standards developed for the Form-Based Districts build on the existing form within the City. Included in the proposed Code are design standards that regulate architectural features, building materials, and street signage, all aimed to preserve and enhance the architectural character of the City. These guidelines also regulate the specific building types allowed in each district such as the Shopfront that has a high percentage of glazing on the first floor and a prominent entrance to promote pedestrian oriented retail. These standards would help ensure a cohesive development pattern for Newburgh.

The Historic and Architectural Design Overlay districts would continue to protect and enhance the historic and architectural elements key to Newburgh’s identity. Similarly, maintaining natural and environmental resources is essential to the quality of life and attractiveness of the City. The Proposed Action includes provisions designed to preserve these features, such as the Waterbody Protection Overlay District, Conservation Development District and the Hudson River Waterfront Public Access standards. These provisions are expected to improve the community character of the City and help ensure that it develops into a walkable and vibrant downtown and waterfront.

c. HISTORIC AND CULTURAL RESOURCES

The Proposed Action maintains both the East End Historic District and the Colonial Terraces Architectural Design Overlay District with the same boundaries as the City’s current zoning. The purpose of these districts are to designate, protect and enhance the landmarks, historic districts and architectural districts, which represent distinctive elements

of the City of Newburgh's historic architectural and cultural heritage; foster civic pride in the accomplishment of the past; protect and enhance the City of Newburgh's attractiveness to visitors, thereby supporting and stimulating the local and regional economy; and ensure the harmonious, orderly and efficient growth and development of the City of Newburgh. There is no change in the design guidelines or in the boundary of the District. Based on the Zoning Advisory Team's guidance, the review process under the proposed zoning is very similar to the current process. The Architectural Review Commission (ARC) is in place to act as a review board to prevent construction, reconstruction, alteration or demolition that would be out of harmony with the historic and architectural character of the District. Changes to the regulations are limited, and serve only to optimize the process.

d. POTENTIAL IMPACTS FROM AN INCREASE IN POPULATION OR COMMERCIAL/INDUSTRIAL DEVELOPMENT

The Proposed Action is an update to the Zoning Code and Zoning Map. As a policy document, the Proposed Zoning Code Update would not have any specific physical impacts on the environment. Rather, it sets the stage for potential land use changes within the City, as described above. Development projects requiring a discretionary action by the City's review boards, (i.e., Site Plan approval, a variance, a Certificate of Appropriateness) would still require a site-specific environmental review that would analyze site-specific environmental impacts, including those to traffic and transportation, air, noise, surface and groundwater resources, and waste water treatment. Nevertheless, it is appropriate to analyze the potential environmental impacts that development under the proposed zoning may have at a generic level.

In the sections below, a generic review of the potential environmental impacts associated with the proposed changes to the zoning code are presented. For this review, it is important to keep in mind the change in Newburgh's population over time. As noted above, the City of Newburgh's population in 2010 was approximately 10 percent lower than its peak of 31,956 around 1950. Between 2000 and 2010, the City's population grew approximately 2 percent. If the City's population continues to grow at that rate, by 2030, it would just reach 30,000 residents. Recognizing that population growth is a function of market forces, as well as allowable density of development, it is reasonable to conclude that even with the adoption of the Proposed Action, Newburgh's population is unlikely to reach its 1950 peak in the next decade or two. Therefore, it is also likely that the infrastructure that served the City's peak population, much of which is still in place today, would be adequate to serve the City's population over the next several years. Long range planning to repair, replace and expand the City's sewage and stormwater systems has begun; it is well-recognized that concurrent with future development funding for, and plans to implement improvements will be required and must be executed.

The Proposed Action would, however, increase the residential development potential of a few areas within the City in two ways. First, the Proposed Action would allow residential uses in locations within the City that currently do not have residential uses and are not currently zoned to allow residential uses. These areas include the Planned Waterfront District, the Conservation Development District, the southwest portion of the Broadway

Corridor district, and the southeast portion of the Downtown Neighborhood District. Second, the Proposed Action would increase the residential density allowed in the Waterfront Gateway and Broadway Corridor. Lots in these two districts that are currently vacant or substantially underutilized would be likely to experience more residential development if the Proposed Action is adopted than under the current zoning, because residential uses are not currently allowed as-of-right. Existing buildings in these districts, however, are not likely to be replaced with new buildings as a result of the Proposed Action. Therefore, the Proposed Action is not likely to cause an increase in residential density within portions of these districts that are already developed. In addition, applications for development within these districts would be required to undertake site-specific environmental review, which would analyze potential growth inducing aspects on a cumulative basis. Analyzing the potential growth impacts on a case by case basis provides a substantially more reliable conclusion because the data is collected and presented concurrent with the existing baseline conditions of the City at the time the proposal is presented, eliminating speculative decision-making.

i. Community Services

As stated above, the adoption of the Proposed Action would not allow more residential development in the majority of the City. The proposed Zoning Code Update would increase the amount of residential density allowed in a few specific areas, which may result in an increase in demand for provision of police, fire, and/or EMS services. Potential increases in staffing required by new development are expected to be offset by increases in property and other taxes and fees payable to the City. In addition, development applications within the proposed downtown zoning districts would be required to prepare a site-specific analysis of the impacts of the development on the ability of the emergency service providers to accommodate increased demand. Site-specific impacts of proposed development projects on emergency vehicle access, ingress and egress would be addressed during site plan review of a specific development proposal.

The City of Newburgh is served by the Newburgh Enlarged City School District. In the 2012-2013 school year the district served 11,028 students, a decrease of 15 percent from a peak of 12,716 students in 2003-2004. Any increase in residential population resulting indirectly from the Proposed Action would not be expected to cause enrollment in the school district to reach its 2003-2004 peak (1,700 students). Therefore, the Proposed Action would not be expected to cause an adverse impact to the operation of the school district.

ii. Transportation

There would be no major impacts to transportation under this Proposed Action. All development within these districts would require a site-specific environmental review. This review would analyze the impacts to specific intersections and specific roadways from a specific development. Because the development program for any future action within these districts could vary widely (residential, commercial,

hotel, office, institutional), it would not be instructive to analyze a single ‘best guess’ scenario, nor is it practical to analyze the impacts of dozens of scenarios.

iii. Water Supply

The City’s water filtration plant has the ability to treat approximately 8.85 million gallons of water per day (MGD). In 2020, the average daily demand was 2.8 MGD. In addition, the City has an emergency connection to the NYC Catskill Aqueduct if needed. As the Proposed Action would not cause the City’s demand for water to more than double, no impacts to the supply of domestic water are anticipated from the proposed zoning. Further, the areas of the City that are proposed for increased residential density (waterfront, Broadway Corridor) have adequate water pressure to serve future growth.

iv. Sanitary Sewer Service

The City of Newburgh discharges its sanitary sewage to the Newburgh Wastewater Treatment Plant (WWTP), which also serves the Town of Newburgh. The plant has a current capacity of 9 MGD and in 2020 had an average daily flow of 6.6 MGD. Approximately 3.8 MGD of that daily use is reserved are reserved by the Town of Newburgh. Therefore, the City could discharge approximately 2.4 MGD more sanitary waste to the WWTP than it currently does on a dry-weather day. As the Proposed Action does not contemplate development resulting in a doubling of sewage discharge, it is unlikely to affect the ability of the WWTP to treat Newburgh’s sanitary sewage.

However, there are currently capacity constraints on the City’s north interceptor sewer line that limit the amount of additional flows it is capable of handling, especially in a wet weather, or storm, event. This interceptor line serves much of the Waterfront Gateway and Planned Waterfront District. This is a current issue for the City of Newburgh and not an impact that would result from the adoption of the Proposed Action. Substantial development in the Waterfront Gateway and Planned Waterfront District would be subject to the resolution of the north interceptor capacity issue. This issue would be addressed during site plan and environmental review for proposed projects in these districts.

v. 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 will 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 amended build-out was done to analyze only the effects on those parcels that are vacant, undeveloped, or underdeveloped.

Assumptions and Calculation Methodology

The build-out was performed assuming that every parcel would be built to the highest density allowed by its zone. The following table summarizes the assumptions applied.

Zone	Minimum Lot Size (sq. ft.)	Maximum Lot Coverage	Dwelling Units Calculated By	Percent Residential
Broadway Corridor (BC)	1500	75%	Remaining Lot Area divided by 750 sq. ft.	60%
Conservation Development District (CDD)	2000	50%	Remaining Lot Area divided by 3000 sq. ft.	100%
Commercial or Industrial (CD or IND)	N/A	60%	N/A	0%
High Density Residential (RH)	2000	55%	Remaining Lot Area divided by 500 sq. ft.	100%
Low Density Residential (RL)	2500	N/A	Maximum 3 Dwelling Units per Parcel	100%
Medium Density Residential (RM)	2500	N/A	Maximum 4 Dwelling Units Per Parcel	100%

With these assumptions, calculations were made as follows:

Residential parcels included in the analysis were first required to meet the minimum lot size requirements in order to be considered developable. Accordingly, this analysis does not account for any variances in use allowances, bulk requirements, or area requirements that might be granted for residential development. Dwelling units were calculated based on the column above named “Dwelling Units Calculated By”. RL and RM parcels were assumed to be developed according to maximum units. Calculations for RH, BC, and CDD dwelling units were based on square footage. For BC parcels, the percentage of residential development allowed (as opposed to commercial development, noted below) was taken into consideration.

CD and IND square footage developable was calculated by dividing the lot area by the most common maximum lot coverage allowance for these zones. BC

commercial square footage was based on a 40% commercial allowance, and maximum lot coverage allowances for that zone.

Full Build Out Results

The Full Build-Out assumes that every parcel zoned as one of the uses included in the above table will be rebuilt to its maximum allowable density. 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. Population is calculated by multiplying the number of dwelling units by the average household size according to the 2010 Census (3.09 persons per household). Under those conditions, the following Full Build-Out statistics are as follows:

11,670,150	Total Square Feet Commercial and Industrial space
16,679	Total Dwelling Units, resulting in
51,539	Total Population

Amended Build Out Results

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. 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:

4,615,181	Additional Square Feet Commercial and Industrial space
1,832	Additional Dwelling Units, resulting in
5,663	Additional Residents

Outcomes

The ability of the City of Newburgh to support the future demands under 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. Understanding the discreet capacity constraints for Water and Sewer Service, calculations were prepared to see if the City has the capacity to meet development under each build-out scenario. The City has the following capacities associated with its wastewater and drinking water facilities:

Wastewater Treatment Capacity: 9 million gallons per day total dry weather capacity; with 3.8 Million gallons per day reserved for Town of Newburgh. Current average daily flows are 6.6 million gallons per day.

Drinking Water Filtration Capacity: 8.85 million gallons per day of production capacity at the City's filtration plant with upgrades that are fully funded and currently in the design phase. Current average daily demand is 2.8 million gallons per. The City switched from its primary source water reservoir, Washington Lake, to the NYCDEP Catskill Aqueduct in June of 2016 due to contamination issues caused by runoff from Stewart Airport. Although source water costs vary depending on withdrawal rates, the withdrawal capacity of source water far exceeds the available pumping capacity to transfer the source water from the withdrawal location to the City's filtration plant for treatment. The available pumping capacity is approximately equal to the filtrations plant's capacity of 8.85 million gallons per day. Note: The previously prepared 2012 Safe Yield Study limits the City's reservoir system's daily yield to 6.2 million gallons per day during drought periods, or 8.5 million gallons per day during non-drought periods. The City currently does not have plans to return to Washington Lake as a source of drinking water.

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	16,679	16,679	51,539	6,184,706	5,669,314
Amended Build-Out	9,363	1,833	11,196	34,595	4,151,430	3,805,477
*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	11,670,151	11,670,151	1,458,769	840,251	653,528
Amended Build-Out	6,735,290	4,615,181	11,350,471	1,418,809	817,234	635,626
*Full Build-Out Scenario assumes there is no existing dwelling units or commercial square footage, and that all is new.						

Residential, Commercial, and Industrial Water and Wastewater, Capacity v. Need (gallons / day)					
	Existing Demand*	Existing Capacity*	Full Build-Out Need	Amended Build-Out Need	
Wastewater	6,600,000	9,000,000	7,163,093	5,258,338	
Drinking Water	2,800,000	8,850,000	7,643,475	5,570,239	
*Without planned upgrades and with reductions for capacity allotted for neighboring communities.					

5. CUMULATIVE IMPACTS

The State Environmental Quality Review Act (SEQRA) requires that the cumulative impacts of one or several actions be considered together. The Proposed Action contains a number of revisions to land development regulations that, when taken together, would provide a greater protection of community character and natural resources than currently exists. The potential effect on the environment from these amendments would not result in impacts when considered independently or cumulatively. The cumulative impact of the amendments is to bring land use regulation into accord with Newburgh's current planning documents and studies as well as development practice given the conditions within the City of Newburgh. Given the mandate to protect the community character and environmental quality of the City of Newburgh, the City's approach to zoning and environmental regulation is justified and in keeping with the objectives of the City's Land Use Plan and other local and regional planning principles.

6. CONCLUSION

The Proposed Action would implement the recommendations of the Future Land Use Plan and the other municipally-approved planning documents through the adoption of a new Zoning Ordinance and Map. As such, it is consistent with the City's desired planning goals and land use patterns. The Proposed Action would not result in significant adverse environmental impacts. It would increase the protection of the City's natural resources, including its steep slopes, floodplains, streams, and lakes. It would require public access to the waterfront in any proposed development, and would protect the scenic views that make the City so unique. The adoption of the Proposed Action would mark a turning point for the City of Newburgh by articulating a clear, feasible, and beneficial path for future development within the City.

ORDINANCE NO.: _____ - 2020

OF

NOVEMBER 23, 2020

**AN ORDINANCE AMENDING CHAPTER 300 ENTITLED “ZONING” OF
THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH AND
ADOPTING A REVISED ZONING MAP FOR THE CITY OF NEWBURGH**

SECTION 1. Amendment

WHEREAS, by Ordinance No. 10-2015 of July 13, 2015, the City Council of the City of Newburgh adopted Chapter 300 of the Code of the City of Newburgh entitled “Zoning”, as well as zoning map of the City of Newburgh; and

WHEREAS, since the adoption of Chapter 300 in July 2015, the City noted errors in the Zoning Map, Zoning Code, and noted conflicting or oppositional statements in the implementation of the zoning adoption; and

WHEREAS, in 2019, the City began to draft changes to the code and worked on updating the corresponding mapping; and

WHEREAS, City staff presented a draft zoning code and zoning map revision to the City Council on September 14, 2020 to 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 in particular the Future Land Use Plan; and

WHEREAS, after due notice, this Council held a public hearing on the draft zoning code and zoning map revision at a regular meeting of the City Council on September 28, 2020; and

WHEREAS, in compliance with the State Environmental Quality Review Act (“SEQRA”), the City Council of the City of Newburgh declared its intent to assume Lead Agency status, to classify the project as a Type I action, proposed to accept as complete a Full Environmental Assessment Form (“EAF”), and referred the proposed revisions to the Orange County Planning Department pursuant to General Municipal Law Section 239-m and other interested and involved agencies on or about September 18, 2020; and

WHEREAS, in compliance with SEQRA, the City Council of the City of Newburgh declared itself to be Lead Agency for the environmental review of the action, declared the proposed action a Type I action pursuant to SEQRA, accepted Parts 2 and 3 of the FEAF, and issued a Negative Declaration pursuant to SEQRA; and

WHEREAS, this Council having duly reviewed the draft zoning code, draft zoning map revision, the FEAF, and all public comments received in this matter;

NOW, THEREFORE, BE IT ORDAINED, by the Council of the City of Newburgh, New York that Chapter 300 of the Code of Ordinances of the City of Newburgh, entitled “Zoning” is hereby amended as annexed hereto in Schedule A, as follows, and is made a part hereof; and

BE IT FURTHER ORDAINED, by the Council of the City of Newburgh, New York that a revised Zoning Map of the City of Newburgh is hereby amended and annexed hereto in Schedule B, as follows, and is made a part hereof; and

BE IT FURTHER ORDAINED, by the Council of the City of Newburgh, New York that the Schedule of Use Regulations table found in Chapter 300 of the Code of Ordinances of the City of Newburgh, Section 300-31(B), and the Schedule of Bulk, Area and Parking Regulations found in Chapter 300 of the Code of Ordinances of the City of Newburgh, Section 300-32, are hereby amended and annexed hereto in Schedule C, as follows, and is made a part hereof.

SECTION 2. Severability.

The provisions of this Ordinance are separable and if any provision, clause, sentence, section, subsection, word or part thereof is held to be illegal, invalid, or unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity, or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this Ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this Ordinance would have been adopted is such illegal, invalid, or unconstitutional provision, clause, sentence, subsection, word or part had not been included therein, and if such person or circumstance to which the Ordinance or part here of is held inapplicable had been specifically exempt therefrom.

SECTION 3. Codification.

It is the intention of the City Council of the City of Newburgh and it is hereby enacted that the provisions of this Ordinance shall be included in the Code of Ordinances of the City of Newburgh; that the sections and subsections of this Ordinance may be re-numbered and/or re-lettered by the codifier to accomplish such intention; that the term “Ordinance” shall be changed to “Chapter”, “Section”, or other appropriate word as required for codification; and that any such rearranging of the numbering and/or lettering and editing shall not affect the validity of this Ordinance or the provisions of the Code of Ordinances affected thereby.

SECTION 4. Validity.

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

SECTION 5. This ordinance shall take effect on January 1, 2021.

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.

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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.

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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.

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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.

Underline denotes additions

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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

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.

- 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.

- 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 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.

- (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.

Underline denotes additions

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§ 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

Underline denotes additions

~~Strikethrough~~ denotes deletions

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~~ such properties, thereby eliminating 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)

Schedule of Use Regulations (§ 300-31)

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

Use	Residential					Commercial		Commercial District Overlay/Neighborhood Commercial Overlay	Conservation Development District	Broadway Corridor (BC)	Downtown Neighborhood (DN)	Waterfront Gateway (WG)	Planned Waterfront District (PWD)
	R-1	Low-Density Residential	Medium-Density Residential	High-Density Residential	Commercial	Industrial							
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
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	R-1	Low-Density	Medium-Density	High-Density	Commercial	Industrial	Commercial District Overlay/ Neighborhood Commercial Overlay	Conservation Development District	Broadway Corridor (BC)	Downtown Neighborhood (DN)	Waterfront Gateway (WG)	Planned Waterfront District (PWD)
		Residential	Residential	Residential								
Institutional												
Buildings, uses or facilities of any governmental unit		<u>P*</u>	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*
Cemetery		P*	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	S	P*	P*	P	P	P	P*	P*	S	S	S
Dormitories		A	A	A	A	A	A	A	A	A	A	A
Hospital			<u>S</u>	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	Commercial District Overlay/Neighborhood Commercial Overlay											
	R-1	Low-Density Residential	Medium-Density Residential	High-Density Residential	Commercial	Industrial	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*	P*
Public libraries				P			p*		p*	p*		
School of general instruction		<u>p*</u>	p*	p*	p*	p*			p*	p*	p*	

Use	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)
	R-1	Low-Density Residential	Medium-Density Residential	High-Density Residential								
Commercial												
Activity facility					P*	P*	P*		P	P	P*	P*
Adult day-care facility				P*			P*		P	P	P*	P*
Adult uses					S	S						
Amusement center					P*	P*	P*		S	S		
Animal care facility					S	S			S	S		
Assembly hall				P*	P*	P*			P*		P*	P*
Bank					P*	A	P*		P		P*	
Bar					P*	P*	P*		P	P*	P*	P*
Billiard parlor					P*	P*			P	P*	P*	
Bowling alley					P*	P*	P*		P*	P*	P*	P*

[illegible]

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

Use	Commercial District Overlay/Neighborhood Commercial Overlay											
	R-1	Low-Density Residential	Medium-Density Residential	High-Density Residential	Commercial	Industrial	Neighborhood Commercial Overlay	Conservation Development District	Broadway Corridor (BC)	Downtown Neighborhood (DN)	Waterfront Gateway (WG)	Planned Waterfront District (PWD)
Industrial												
Agriculture		S	S	S	P*	P*	S	S				
Automobile gas station					S	S	S					
Automobile sales					S	S	S					
Automobile service/repair				S	S	S	S					
Automobile wash					S	S	S					
Boat repair						P*						S
Distribution facility/warehouse					P*	P*						
Dry cleaner; commercial laundry					P*	P*	P*		P*			
Industrial uses						P*						
Storage yard					P*	P*	S					
Wholesale					P	P*	P		P*			

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/repai r	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		P*			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)
											square feet
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	
College/univ ersity				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
Hospital	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
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				P	0	5	20	4	45	55%	0.33 per sleeping room (or as determined by City Planning Board)
Restaurant	P*	A	P*	P	—	—	—	4	45	60%	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

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)
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NOTES:

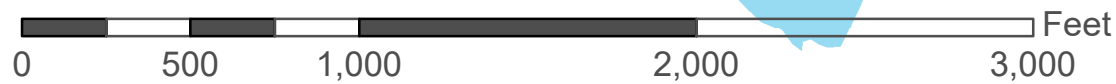
- (1)Must also comply with § 300-53.
- (2)Parking subject to Article IX
- (3)Cemetery must have a minimum lot size of 40,000 square feet.

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 Proposed Zoning



- Historic District
- Colonial Terrace Architectural Design District
- Waterfront Protection Overlay
- Neighborhood Commercial Overlay
- Downtown Neighborhood
- PWD
- BC
- WG
- Commercial District
- Conservation Development District
- Industrial
- Park
- R1
- RL
- RM
- RH
- ROW



Proposed Zoning Changes – Summary Sheet (post-Council comment and post-GML §239 review)

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	Government Owned/Used?	Current Use	Permitted in New Zone (after Zoning Amendment)?
43-1-13	R-High	Yes	Armory	Yes
28-2-17	R-Low	No	Parking Lot	Yes
28-2-20.1	BC	No	Gas Station	No
28-2-19	R-Low	Yes	Parking Lot	Yes
28-2-18	R-Low	No	Parking Lot	Yes
28-2-21.2	BC	No	Motel	Yes
28-2-1	BC	No	Cemetery	Yes
6-5-1	R-Low	Yes	NFA	Yes
7-1-55	R-Low	Yes	Board of Ed	Yes
7-1-1	C	No	Health Bldg.	Yes
7-1-2	R-Low	Yes	Board of Ed	Yes
3-10-27	R-Low	Yes	Board of Ed	Yes
47-3-2	R-Low	Yes	Board of Ed	Yes
47-3-1	R-Low	Yes	Board of Ed	Yes

46-4-4	PWD	Yes	Sewer Plant	Yes
49-1-5.1	Park	Yes	Sewer Plant	Yes
46-4-5	PWD	Yes	Sewer Plant	Yes
39-2-9	Park	No	Cemetery	Yes
31-2-20	WG	Yes	County	Yes
22-4-14.12	R-Med	No	Parking Garage	Yes
31-2-18	WG	Yes	County	Yes
31-2-21	WG	Yes	County	Yes
31-2-13.2	WG	Yes	County	Yes
31-2-19	WG	Yes	County	Yes
29-1-25	BC	Yes	Courthouse	Yes
23-1-12	R-Med	No	Church	Yes
23-1-1.1	R-Med	No	Hospital	Yes
7-2-2	R-Low	Yes	Water Supply	Yes
8-1-1.32	R-Med	No	College	Yes
8-1-1.42	R-Med	No	College	Yes
4-11-3.1	R-Med	No	College	Yes
4-11-3.2	R-Med	No	College	Yes
4-11-2	R-Med	No	College	Yes
4-12-2	R-High	No	College	Yes
4-12-1	R-High	No	College	Yes
4-11-1	R-Med	No	College	Yes
6-5-18.2	R-Low	Yes	NFA	Yes

Map Change – per Council

Proposed Changes: change SBLs: 12-4-2.1, 12-4-4.1, and 12-4-10 from RLow to WG (extension of adjacent WG zone).

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.



Steven M. Neuhaus
County Executive

Orange County Department of Planning

124 Main Street
Goshen, NY 10924-2124
Tel: (845) 615-3840
Fax: (845) 291-2533

Alan J. Sorensen, AICP
Commissioner

www.orangecountygov.com/planning
planning@orangecountygov.com

County Reply – Mandatory Review of Local Planning Action as per NYS General Municipal Law §239-l, m, & n

Local Referring Board: City of Newburgh Council

Applicant: Newburgh City Council

Project Name: City of Newburgh Zoning Code Update, 2020

Proposed Action: Chapter 300 of City of Newburgh Code of Ordinances & Zoning Map Change

Reason for County Review: Zoning Amendment

Date of Full Statement: October 15, 2020

Referral ID #: NBC06-20M

Tax Map #: Municipal-wide

Local File #:

Comments:

The Department of Planning has received the above referenced Chapter 300 of City of Newburgh Code of Ordinances amendments & zoning map modification to convert 108 parcels from Commercial District to Medium Density Residential with Neighborhood Overlay, delete/remove Open Space zone and convert 49 parcels to Conservation Development District zone, and delete/remove Institution zone and convert 37 parcels in accordance with nearby districts and has determined that the intended land use has the potential to cause inter-municipal and countywide impacts. Therefore, the following binding comment should be addressed and may not be acted contrary upon except by a majority plus one vote of the members of the City Council or by disapproving the action.

1. Institution Zone

The current proposal will eliminate the Institution Zoning district and convert 37 parcels in accordance with nearby districts. The Department recommends the City carefully review the permitted use tables to ensure that the existing institutions within the amended zoning districts remain conforming under the new designation. For example, the proposed zoning adjustments would place Montefiore St. Luke's Cornwall Hospital (SBL 23-1-1) within the Medium Density Residential Zoning District (RM). The Table of Permitted Uses does not presently allow hospitals, which would make these institutions non-conforming. In this case, we recommend revising the Table of Permitted Uses to allow for hospital as a permitted principal use.

Another option is not to eliminate the Institutional Zoning district and instead add a column to the Table of Permitted Uses to designate all permitted and special permitted uses. This approach would ensure that existing institutional uses remain conforming uses while simultaneously allowing other uses in the Institutional District (e.g. restaurant, retail, or hospitality) that would further the City of Newburgh's revitalization efforts.

We would like to offer the following advisory comment:

2. Open Space Zone

According to the June 2004 Orange County Open Space Plan (Page IV-7): "Under New York State General Municipal Law §239 the County Planning Department should use its planning and zoning

permit review authority to support improved public access to water where development proposals offer potential access.” Open Space is described in the Planning Advisory Service Report No. 521/522, *A Planner’s Dictionary* as “Any land or area, the preservation of which in its present use would (1) conserve and enhance natural or scenic resources; or (2) protect streams or water supply; or (3) promote conservation of soils, wetlands, beaches or tidal marshes; or (4) enhance the value to the public of abutting or neighboring parks, forests, wildlife preserves, nature reservations, or sanctuaries; or (5) enhance recreation opportunities.”

The Department recommends removing “R-High Districts” from the CDD definition and associated permitted use tables. Based on the above definition, the Department finds the § 300-33 Conservation Development District description appropriately supports and promotes open space and finds it to be an appropriate inheritor of the forty-nine previously designated “Open Space” parcels. However, the proposition to modify text to insert “Refer to § 300-33(B) or Any uses permitted by right in R-1, R-Low, R-Med, and R-High Districts” could serve to deteriorate the purpose and intent of the CDD outlined in § 300-33(A), particularly if high-density residential development is proposed.

County Recommendation: Approval subject to modification as per comment #1.

Date: October 21, 2020
Prepared by: Jessica Ridgeway
Planner



Alan J. Sorensen, AICP
Commissioner of Planning

As per NYS General Municipal Law 239-m & n, within 30 days of municipal final action on the above referred project, the referring board must file a report of the final action taken with the County Planning Department. For such filing, please use the final action report form attached to this review or available online at www.orangecountygov.com/planning.

ORDINANCE NO.: 11 - 2020

OF

NOVEMBER 23, 2020

AN ORDINANCE ADDING ARTICLE III ENTITLED “MASKS AND FACE COVERINGS”
TO CHAPTER 187 ENTITLED “HEALTH AND SANITATION”
OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH
REQUIRING FACE MASKS AND FACE COVERINGS
TO PREVENT THE SPREAD OF INFECTIOUS DISEASES

BE IT ORDAINED by the City Council of the City of Newburgh that the Code of Ordinances is hereby amended to add new Article III entitled “Masks and Face Coverings” to Chapter 187 entitled “Health and Sanitation” to read as follows:

Section 1. Article III “Masks and Face Coverings”

Section 187-13. Findings and purpose.

- A. In February 2020, the Center for Diseases Control and Prevention (“CDC”) confirmed the first case in the United States of a new respiratory disease called the novel coronavirus (COVID-19). COVID-19 is caused by a virus (SARS-CoV-2) that is part of a large family of viruses called coronaviruses. COVID-19 spread rapidly in New York. COVID-19 poses serious health risks to persons infected with the disease, particularly those with underlying medical conditions and the elderly. The spread of COVID-19 has caused economic hardship for many of the City of Newburgh’s residents and business owners, and has significantly impacted the City of Newburgh’s ability to provide services to its constituents. It is therefore essential that the spread of the virus be slowed to safeguard public health, safety and welfare.
- B. The virus that causes COVID-19 is readily transmitted via respiratory droplet contact, especially in group settings. Droplet transmission can be reduced with the use of personal protective barriers, such as face masks. The CDC and other public health agencies have uniformly recommended that the general public wear cloth face coverings and that individuals not residing within the same household maintain at least six feet of social distance from one another to prevent the spread of COVID-19 by droplet transmission.
- C. On April 15, 2020, Governor Andrew M. Cuomo issued Executive Order 202.17 requiring any individual who is over the age of two and able to medically tolerate a face-covering to cover their nose and mouth with a mask or cloth face-covering when in a public place and unable to maintain, or when not maintaining social distance.
- D. On May 28, 2020, the Governor issued Executive Order 202.34 which authorized business operators and building owners to deny admittance to individuals who fail to comply with

the Governor's face mask mandate set forth in Executive Order 202.17 or to require or remove individuals from the premises if such individual fails to wear as face mask as required. Nothing in Executive Order 202.34 or any other Executive Order prohibits or limits the right of State and local enforcement authorities from imposing fines or other penalties for any violation of the directive in Executive Order 202.17.

- E. The New York State Department of Health has issued Industry Guidance During the COVID-19 public health emergency for a variety of activities, industries and businesses which sets forth physical distancing requirements to minimize the spread of droplets and airborne contaminants, including generally mandating a distance of six feet between individuals and when not able to do so, the wearing of acceptable face covering.
- F. The Governor has issued multiple Executive Orders limiting the gatherings of individuals, whether it is on public or private property. Gatherings that do not exceed the Governor's limitations may occur so long as appropriate social distancing and face covering requirements are adhered to.
- G. Governor Cuomo has stated that local governments have a responsibility to enforce social distancing, mask-wearing requirements and business closures and among other COVID-19 limitations. The Governor has warned local governments across New York State that if local officials do not enforce compliance with COVID-19 public health orders, areas will be closed again. The Governor has stated that he will reverse openings in areas that are not complying with the rules and in those areas where local governments are not enforcing the law.
- H. On October 21, 2020, Governor Cuomo announced New York State's COVID-19 micro-cluster strategy metrics to establish focus zones to detect small outbreaks in COVID-19 cases in specific geographic areas of the State. "Cluster zone" focus areas are designated based on geographic case prevalence and restrictions are implemented accordingly based on the severity of spread. Buffer zones with fewer restrictions are implemented in the areas outside the most impacted areas to help prevent further spread, and after 14 days, data is reviewed to determine whether a focus area has successfully reduced viral spread to the level where restrictions can be eased.
- I. On November 19, 2020, Governor Cuomo announced new COVID-19 Focus Zones for municipalities in Orange County, including the City of Newburgh, because the positivity rate and number of daily cases meet the metrics for establishing a yellow precautionary zone.
- J. The City Manager of the City of Newburgh has issued a State of Emergency requiring compliance with CDC and New York State health and safety precautions, including social distancing and wearing masks or face coverings, in the City of Newburgh.
- K. While voluntary compliance with the aforementioned health and safety precautions on public and private property is preferred, the City Council of the City of Newburgh has determined that the grave health risks and economic impacts associated with COVID-19

require enforcement mechanisms to protect the public health, safety and welfare of City of Newburgh residents. This ordinance, therefore, establishes mandatory requirements regarding the use of face masks and face coverings on private and public property in the City of Newburgh as well as penalties for any violation of the requirements of this article.

Section 187-14. Definitions.

FACE MASKS AND FACE COVERINGS

Face masks and face coverings include, but are not limited to, cloth masks (e.g., homemade sewn, quick cut, bandana), surgical masks, N-95 respirators, and face shields.

Section 187-15. Face mask or face covering required.

- A. All persons shall wear a face mask or face covering which shall be worn covering the nose and mouth of the wearer at all times in the City of Newburgh when present in or on any public property or public space, including but not limited to any park, recreational facility, City building, sidewalk, street, parking lot or plaza, when unable to maintain a distance of six feet from another person who is not a member of the same household.
- B. All persons shall wear a face mask or face covering which shall be worn covering the nose and mouth of the wearer at all times when on private property located in the City of Newburgh, including but not limited to residential property, business and professional offices, retail and personal service establishments, restaurants, child care facilities, places of public accommodation, private clubs and religious establishments, when unable to maintain a distance of six feet from another person who is not a member of the same household.
- C. Owners of businesses located in the City of Newburgh are obligated to maintain compliance with the provisions of this Section by customers, clients, or visitors on business premises and may be found in violation of this ordinance and subject to a penalty as provided in Section 187-17 of this Article.

Section 187-16. Exceptions.

- A. Face masks or face coverings shall not be required to be worn by any child under the age of five or by anyone who is unable to medically tolerate a face mask or face covering as determined by a New York State licensed physician or mid-level provider. However, this subsection shall not exempt any person from maintaining a distance of at least six feet from another person, except for a child under the age of five when such person is with a parent or guardian who is not a member of the same household.
- B. Face masks or face coverings shall not be required to be worn if individuals maintain a distance of at least six feet from another person. Individuals who reside in the same

household shall not be required to wear a face mask or face covering if located within six feet of each other.

- C. Drivers traveling alone or exclusively with members of their households in a motor vehicle do not need to wear face coverings when traveling in said motor vehicles. Individuals who are riding bicycles, scooters, or are jogging in the roadway also are exempt from wearing a mask or face covering. However, this subsection does not exempt joggers and individuals riding scooters if on the sidewalks.
- D. Persons playing a sport or participating in a fitness class or recreational activity are not required to wear a face mask if individuals are unable to tolerate a face covering for the physical activity. Persons must put a face mask or face covering on as soon as such physical activity has ended.
- E. Individuals are not required to wear a face mask or face covering when they are actively eating and/or drinking, or while seated at a restaurant.
- F. Police officers, fire fighters, ambulance personnel and other first responders shall not be required to wear a face mask or face covering when not practical because they are engaged in a public safety matter of an emergency nature, which include, but are not limited to, public safety emergencies in which a face mask or face covering interferes with and/or impedes the use of equipment, critical incident communication, an applicable industry or standard operating procedure, general order or other similar rule or regulation .

Section 187-17. Enforcement; penalties for offenses.

- A. This law may only be enforced during the time that a Declaration of Emergency is issued by the New York State Governor or the City Manager of the City of Newburgh due to an epidemic or disease outbreak that is communicable through droplet contact or airborne transmission.
- B. Any person who violates the provisions of this article shall, upon conviction thereof, be subject to a fine in the amount of up to \$250 for the first violation, and up to \$500 for any subsequent violation occurring within a one-year period.

Section 2. Numbering for Codification.

It is the intention of the City of Newburgh and it is hereby enacted that the provisions of this Ordinance shall be included in the Code of the City of Newburgh; that the sections and subsections of this Ordinance may be re-numbered or re-lettered by the Codifier to accomplish such intention; that the Codifier shall make no substantive changes to this Ordinance; that the word "Ordinance" shall be changed to "Chapter," "Section" or other appropriate word as required for codification; and that any such rearranging of the numbering and editing shall not affect the validity of this Ordinance or the provisions of the Code affected thereby.

Section 3. Severability.

The provisions of this Ordinance are separable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid or unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this Ordinance or their petition to other persons or circumstances. It is hereby declared to be the legislative intent that this Ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause, sentence, subsection, word or part had not been included therein, and if such person or circumstance to which the Ordinance or part hereof is held inapplicable had been specifically exempt there from.

Section 4. Validity

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

Section 5. Effective Date.

This Ordinance shall take effect immediately, as provided by the Municipal Home Rule Law and other laws of the State of New York.

LOCAL LAW NO.: 5 - 2020

OF

NOVEMBER 23, 2020

A LOCAL LAW AMENDING SECTION C3.10 ENTITLED “TERMS OF OFFICE”
OF THE CITY CHARTER OF THE CITY OF NEWBURGH
TO ESTABLISH TERM LIMITS FOR ELECTED OFFICIALS

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

SECTION 1 - TITLE

This Local Law shall be referred to as “A Local Law Amending Section C3.10 entitled ‘Terms of Office’ of the City Charter of the City of Newburgh to establish term limits for elected officials”.

SECTION 2 - AMENDMENT

§ C 3.10 of the City Charter is hereby amended as follows:

- A. The terms of office of the elective officers of the City shall be as follows: Mayor, four years; Councilman, four years; and City Judge, six years.
1. Except as otherwise provided in this Section, no person shall be eligible to be elected, appointed, or to otherwise continue to hold the office of Mayor or Councilman after that person has been elected to that office for three (3) complete consecutive four (4) year terms, unless one complete term or more has elapsed since that person last held such office.
 2. In determining the number of consecutive terms a person has served, only terms commencing on or after January 1, 2022, shall be counted.
 3. In no event shall any person hold the office of Mayor or Councilman for more than 12 consecutive years.
 4. If the Mayor or Councilman resigns, vacates or is removed from office prior to the completion of a full term, he or she shall be deemed to have held office for a full term for the purposes of this section of the Charter. If the resignation, vacancy or removal occurs within the first two (2) years of the term, the person appointed or elected to replace him or her shall fill out the unexpired portion of the original term and be eligible to serve two (2) additional four (4) year terms of office. If the resignation, vacancy or removal occurs within the last two (2) years of the term, the person elected or appointed to replace him or her shall be eligible to serve three (3) additional four (4) year terms of office. In no event, shall any person hold the office of Mayor or Councilman for more than fourteen (14) consecutive years.
- B. The terms of office of the Civil Service Commissioner shall be six years.

~~Strikethrough~~ denote deletions

Underlining denotes additions

- C. Except as otherwise provided in § C5.00, the terms of office of the City Manager and of the City Clerk shall be at the pleasure of the Council.
- D. The terms of office of all City officers appointed by the City Manager shall be at the pleasure of the City Manager. Any or all such appointive City officers may, by action of the City Manager and with the approval of the Council, be placed in the competitive class of the municipal civil service. No such action shall be taken less than 90 days prior to a general City election.

SECTION 3 - SEVERABILITY

The provisions of this Local Law are separable and if any provision, clause, sentence, section, subsection, word or part thereof is held to be illegal, invalid, or unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity, or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this Local Law or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this Local Law would have been adopted is such illegal, invalid, or unconstitutional provision, clause, sentence, subsection, word or part had not been included therein, and if such person or circumstance to which the Local Law or part here of is held inapplicable had been specifically exempt therefrom.

SECTION 4 - CODIFICATION

It is the intention of the City Council of the City of Newburgh and it is hereby enacted that the provisions of this Local Law shall be included in the Charter of the City of Newburgh; that the sections and subsections of this Local Law may be re-numbered and/or re-lettered by the codifier to accomplish such intention; that the term "Local Law" shall be changed to "Chapter", "Section", or other appropriate word as required for codification; and that any such rearranging of the numbering and/or lettering and editing shall not affect the validity of this Local Law or the provisions of the Charter affected thereby.

SECTION 5 - VALIDITY

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

SECTION 6 - EFFECTIVE DATE

This Local Law shall take effect immediately when it is filed in the Office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

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Underlining denotes additions

LOCAL LAW NO.: 6 - 2020

OF

NOVEMBER 23, 2020

A LOCAL LAW AMENDING SECTION C4.00
ENTITLED “LEGISLATIVE POWERS FIXED IN COUNCIL”
OF THE CITY CHARTER OF THE CITY OF NEWBURGH
TO INCREASE THE ANNUAL SALARY OF THE MAYOR AND COUNCIL MEMBERS

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

SECTION 1 - TITLE

This Local Law shall be referred to as “A Local Law Amending Section C4.00 entitled ‘Legislative Powers fixed in Council’ of the City Charter of the City of Newburgh to increase the annual salary of the Mayor and Council Members”.

SECTION 2 – AMENDMENT

§ C 4.00 of the City Charter is hereby amended as follows:

All the legislative powers of the City, however, conferred upon or possessed by it, are hereby fixed in a board to be known as the “Council of the City of Newburgh” to be composed of the Mayor and six Council members. It shall be, for all purposes, the Common Council of the City. The Mayor shall receive an annual salary of \$15,000 and the other six members of the Council shall each receive an annual salary of \$12,000 ~~\$9,000~~, payable in equal monthly installments.

SECTION 3 – SEVERABILITY

The provisions of this Local Law are separable and if any provision, clause, sentence, section, subsection, word or part thereof is held to be illegal, invalid, or unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity, or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this Local Law or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this Local Law would have been adopted is such illegal, invalid, or unconstitutional provision, clause, sentence, subsection, word or part had not been included therein, and if such person or circumstance to which the Local Law or part here of is held inapplicable had been specifically exempt therefrom.

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Underlining denotes additions

SECTION 4 - CODIFICATION

It is the intention of the City Council of the City of Newburgh and it is hereby enacted that the provisions of this Local Law shall be included in the Charter of the City of Newburgh; that the sections and subsections of this Local Law may be re-numbered and/or re-lettered by the codifier to accomplish such intention; that the term "Local Law" shall be changed to "Chapter", "Section", or other appropriate word as required for codification; and that any such rearranging of the numbering and/or lettering and editing shall not affect the validity of this Local Law or the provisions of the Charter affected thereby.

SECTION 5 - VALIDITY

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

SECTION 6 - EFFECTIVE DATE

This Local Law shall take effect on January 8, 2021 after being filed in the Office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law and upon expiration of the time period for filing a petition for permissive referendum. In the event that a petition is duly filed and a referendum held, this Local Law shall take effect after said referendum has been duly passed by a majority of voters and has been duly filed in the Office of the New York State Secretary of State.

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Underlining denotes additions

ORDINANCE NO.: 12 - 2020

OF

NOVEMBER 23, 2020

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

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

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

§ 163-1. Applicability.

Notwithstanding any other provision in this Code, the following schedule of fees is hereby established with respect to licenses, permits, registrations, applications, subscriptions and activities required or regulated under the provisions of the Code of the City of Newburgh. Specific requirements and regulations shall be as set forth in the chapter to which reference is made below. The following schedule of fees shall remain in effect until rescinded or amended.

Code Section	Type of Fee	Amount
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§ ~~293-38~~ Quarterly metered water rates per 1,000 gallons

First 1,000 gallons	Inside City: \$6.44 <u>7.43</u> Outside City: \$9.66 <u>11.14</u>
Additional usage	Flat rate of \$6.44 <u>7.43</u> (\$9.66 <u>11.14</u> outside City) per 1,000 gallons

Minimum quarterly charge:

Meter Size (inches)	Gallons Allowed	Inside City	Outside City
+5/8	6,000	\$38.64 <u>44.58</u>	
+5/8	9,000		\$86.94 <u>100.26</u>
3/4	14,000	\$90.46 <u>104.02</u>	\$135.24 <u>155.96</u>
1	24,000	\$154.56 <u>178.32</u>	\$231.84 <u>267.36</u>

Underlining denotes additions
~~Strikethrough~~ denotes deletions

1 1/2	42,000	\$270.48 <u>312.06</u>	\$405.72 <u>467.88</u>
2	83,000	\$534.52 <u>616.69</u>	\$801.78 <u>924.62</u>
3	120,000	\$772.80 <u>891.60</u>	\$1,159.20 <u>1,336.80</u>
4	180,000	\$1,159.20 <u>\$1,337.40</u>	\$1,738.80 <u>2,005.20</u>
6	315,000	\$2,028.60 <u>2,340.45</u>	\$3,042.90 <u>3,509.10</u>
8	675,000	\$4,347.00 <u>5,015.25</u>	\$6,520.50 <u>\$7,519.50</u>

A surcharge shall be added to the above charges for water services in the amount of 14%. This extra charge is made for the purpose of financing the cost of obtaining water from the New York City Aqueduct. Such surcharge shall be effective on October 1, 1981, and shall continue to be made in every quarterly billing period in which any water is taken from the Aqueduct tap.

Section 2. This Ordinance shall take effect on January 1, 2021.

Underlining denotes additions
~~Strikethrough~~ denotes deletions

From: [Donat, Joseph](#)
To: [Kelson, Michelle](#)
Subject: FW: Water Rate info
Date: Tuesday, November 10, 2020 4:07:47 PM
Attachments: [WATER_RATES_BY_METER_SIZE_.pdf](#)
[New_Town_Rates.pdf](#)
[New_City_Rates.pdf](#)
[NYCOM WATER AND SEWER RATE SURVEY.xlsx](#)
[Municipality Water Rate study.docx](#)

Here is a copy of the email sent to Council on water rates. From conversations with most, there does not seem to be any additional questions.

Sorry for leaving you off, was trying to free up your inbox for a change. Hope this is all the info you need to upload into Novus. Thanks again.

From: Donat, Joseph
Sent: Monday, November 9, 2020 4:06 PM
To: City Council <CityCouncil@cityofnewburgh-ny.gov>
Cc: torrance@torranceharvey.com; Vradenburgh, Wayne <wvradenburgh@cityofnewburgh-ny.gov>; Diaz, Eliana <EDiaz@cityofnewburgh-ny.gov>
Subject: Water Rate info

Good Afternoon All,

I wanted to follow up on multiple requests received concerning the proposed water rate increase. I have attached all corresponding data, including NYCOM study, quarterly billing rates based on connection size, and a glimpse at what our neighbors are charging for water and sewer.

Total meters in the City (5/8 – 6"): 5,635
5/8 meters in City: 4,415
3/4 meters in City: 860

Several PDFs included above speak to the quarterly increases in greater detail. In essence, 5/8 meter translates to \$44.58 in new water expenses and \$48.15 in sewer. By contrast, 3/4 meter size translates to \$104.02 in water and \$112.34 in sewer. Keep in mind, these costs are for **CITY RESIDENTS and are billed quarterly**. Non-residents have a higher rate, which is also attached for your review.

In addition, I have also included a comprehensive NYCOM study along with a condensed local rate comparison.

The proposed new rate in the City is \$7.43 per unit. (1 unit = 1,000 gallons).

City of Middletown is \$10.21/unit. Village of Cornwall is \$12.00/unit. Town of Cornwall is \$16.00/unit. City of Beacon charges per 6 units of usage, which translates to \$29.78 for water and \$20.36 for sewer. City of Poughkeepsie charges per 100 cubic feet, resulting in a combined fee for water and sewer at \$7.90 per cubic foot, which equals 7.481 gallons.

Spoiler alert, City of Newburgh is the lowest, even with the proposed increases.

To the best of my knowledge, this covers all questions and concerns previously raised. As stated during last Work Session, we have pulled this item from the agenda in an effort to give the Council more time to review data included in this email. In the event anyone has any questions or concerns, please do not hesitate to contact me directly.

Thanks,
Joe

CURRENT WATER RATE

METER SIZE			
5/8"	minimum	new rate	
water	6	\$ 7.43	\$ 44.58
sewer	108%		\$ 48.15
			\$ 92.73
METER SIZE			
3/4"	minimum	new rate	
water	14	\$ 7.43	\$ 104.02
sewer	108%		\$ 112.34
			\$ 216.36
METER SIZE			
1"	minimum	new rate	
water	24	\$ 7.43	\$ 178.32
sewer	108%		\$ 192.59
			\$ 370.91
METER SIZE			
1 1/2"	minimum	new rate	
water	42	\$ 7.43	\$ 312.06
sewer	108%		\$ 337.02
			\$ 649.08
METER SIZE			
2"	minimim	new rate	
water	83	\$ 7.43	\$ 616.69
sewer	108%		\$ 666.03
			\$ 1,282.72
METER SIZE			
3"	minimim	new rate	
water	120	\$ 7.43	\$ 891.60
sewer	108%		\$ 962.93
			\$ 1,854.53

CURRENT WATER RATES

METER SIZE			
4"	minimim	new rate	
water	180	\$ 7.43	\$ 1,337.40
sewer	108%		\$ 1,444.39
			\$ 2,781.79

METER SIZE			
6"	minimim	new rate	
water	315	\$ 7.43	\$ 2,340.45
sewer	108%		\$ 2,527.69
			\$ 4,868.14

METER SIZE			
8	minimim	new rate	
water	675	\$ 7.43	\$ 5,015.25
sewer	108%		\$ 5,416.47
			\$ 10,431.72

TOWN WATER RATES

METER SIZE			
5/8"	minimum	new rate	water
water	9	\$11.14	\$ 100.26
sewer	108%		\$ 108.28
			\$ 208.54
METER SIZE	minimum		
3/4"		new rate	water
water	14	\$11.14	\$ 155.96
sewer	108%		\$ 168.44
			\$ 324.40
METER SIZE			
1"	minimum	new rate	water
water	24	\$11.14	\$ 267.36
sewer	108%		\$ 288.75
			\$ 556.11
METER SIZE			
1 1/2"	minimum	new rate	water
water	42	\$11.14	\$ 467.88
sewer	108%		\$ 505.31
			\$ 973.19
METER SIZE			
2"	minimum	new rate	water
water	83	\$11.14	\$ 924.62
sewer	108%		\$ 998.59
			\$ 1,923.21

TOWN WATER RATES

METER SIZE			
3"	minimum		
water	120	\$11.14	\$ 1,336.80
sewer	108%		\$ 1,443.74
			\$ 2,780.54
METER SIZE		new rate	water
4"	minimum		
water	180	\$11.14	\$ 2,005.20
sewer	108%		\$ 2,165.62
			\$ 4,170.82

METER SIZE		new rate	water
6"	minimum		
water	315	\$11.14	\$ 3,509.10
sewer	108%		\$ 3,789.83
			\$ 7,298.93
METER SIZE		new rate	water
8	minimim		
water	675	\$11.14	\$ 7,519.50
sewer	108%		\$ 8,121.06
			\$ 15,640.56

WATER RATES BY METER SIZE

METER SIZE	GALLONS	INSIDE CITY	OUTSIDE CITY
5/8"	6,000	\$44.58	
5/8"	9,000 (usage outside city)		\$100.26
3/4"	14,000	\$104.02	\$155.96
1"	24,000	\$178.32	\$267.36
1 1/2"	42,000	\$312.06	\$467.88
2"	83,000	\$616.69	\$924.62
3"	120,000	\$891.60	\$1,336.80
4"	180,000	\$1,337.40	\$2,005.20
6"	315,000	\$2,340.45	\$3,509.10
8"	675,000	\$5,015.25	\$7,519.50

Sewer Usage is 108% of Water Amount

Water Facility Fee is \$7.79 per unit.

1.000	=	\$ 7.79
1.750	=	\$13.63
2.500	=	\$19.48
3.250	=	\$25.32

Sewer Facility Fee is \$4.12 per unit

1.000	=	\$ 4.12
1.750	=	\$ 7.21
2.500	=	\$10.30
3.250	=	\$13.39

Over the minimum usage = \$ 7.43 Water Inside City Limits
= \$11.14 Water Outside City Limits

TOWN BILLS

\$11.14 = WATER OUTSIDE CITY LIMITS PER UNIT

\$12.03 = SEWER OUTSIDE CITY LIMITS PER UNIT

WATER RATES FOR SURROUNDING MUNICIPALITIES

Municipality	Water Rates per 1,000 gallons or Cubic Ft	Comments
City of Middletown	\$10.21/thousand gallons	
Village of Cornwall	\$12.00/thousand gallons	
Town of Cornwall	\$16.00/thousand gallons	
City of Poughkeepsie	\$4.30/100 cubic Ft. \$3.67/100 cubic Ft. Total \$7.90/cubic ft	They add water and sewer and charge one rate per cubic foot.
City of Beacon	\$29.78/6 units of water \$20.36/6 units of sewer	Over 6 unit usage \$4.24/unit water \$2.71/unit sewer Proposed 2%increase for 2021
		2021 Rates w 15.3% increase
City of Newburgh	\$6.44/1,000 gallons (in-city) \$9.66/1,000 gallons (out of city)	\$7.43/1,000 gallons (in-city) \$11.14/1,000 gallons (out of city)

1 Cubic Foot = 7.481 US Gallon

1 Unit = 1000 Gallons

To calculate Cubic Feet to gallons the equation is multiply the unit of volume by 7.48 (e.g. 3,000 cf X 7.48 = 22,440 gallons.