CITY OF NEWBURGH
COUNCIL MEETING AGENDA
SESION GENERAL DEL CONSEJAL
September 28, 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/Communicaciones

4. Approval of the Minutes of the City Council Meeting on September 14, 2020
5. City Manager Update/ Gerente de la ciudad pone al dia a la audiencia de los planes de cada departamento

Presentations/Presentaciones

6. Second FY2021 Community Development Block Grant (CDBG) Annual Action Plan Public Hearing

   The second FY2021 Community Development Block Grant (CDBG) Annual Action Plan Public Hearing will be held Monday, September 28, 2020. The 2nd Public Comment period will open on September 29, 2020 and close on October 28, 2020.

   La segunda Audiencia Pública del Plan de Acción Anual del AF2021 para la Subvención de Desarrollo para Bloques Comunitarios se llevara a cabo el lunes, 28 de septiembre de 2020. El segundo periodo de comentario público se abrirá el 29 de septiembre de 2020 y cerrara el 29 de octubre de 2020.

7. Zoning Amendment - Public Hearing

   Public hearing to hear public comment concerning the adoption of the Chapter 300 entitled “Zoning” of the Code of Ordinances of the City of Newburgh and revised zoning map of the City of Newburgh.

   Una audiencia pública para escuchar comentarios públicos sobre la adopción del Capítulo 300 titulado “Zonificación” del Código de Ordenanzas de la Ciudad de Newburgh y mapa de zonificación de la Ciudad de Newburgh revisado.

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.

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

8. Resolution No. 219 - 2020 - Change Typist to Account Clerk

   Resolution amending the 2020 Personnel Analysis Book to change one Typist position to an Account Clerk position in the City of Newburgh Department of Public Works.

   Una resolución enmendando el Libro de Análisis del Personal 2020 para cambiar un puesto a Oficinista de Cuenta en el Departamento de Obras Publicas de la Ciudad de Newburgh.

9. Resolution No. 220 - 2020 - Award of Bid No.8.20 Washington Lake Dam Rehabilitation

   Resolution authorizing the award of a bid and the execution of a contract with LandVscape, Inc. d/b/a Nicky Diggs Excavation for the construction of the Washington Lake Dam Rehabilitation Project in an amount not to exceed $988,327.50.

   Una resolución autorizando la otorgación de una licitación y la ejecución de un contrato con LandVscape, Inc. d/b/a Nicky Diggs Excavation para la construcción del Proyecto de Rehabilitación de la Presa del Lago Washington por un monto que no exceda $988,327.50.

10. Resolution No. 221 - 2020 - Washington Lake Dam Rehabilitation Construction Phase Services Agreement

    Resolution authorizing the City Manager to enter into an agreement with C.T. Male Associates, D.P.C. for professional engineering construction administration services in the amount of $158,154.00 for the Washington Lake Dam Rehabilitation Project.

    Una resolución autorizando al Gerente de la Ciudad a entrar en un acuerdo con C.T. Male Associates, D.P.C. para servicios profesionales de ingeniería de administración de construcción por el monto de $158,154.00 para el Proyecto de Rehabilitación de la Presa del Lago Washington.

11. Resolution No. 222 - 2020 - 2020 Amendment to Personnel Book - Police Department

    Resolution amending the 2020 Personnel Services Book for the City of Newburgh, New York to reflect two clerk positions in the City of Newburgh Police Department.

    Una resolución enmendando el Libro de Servicios del Personal de 2020 de la Ciudad de Newburgh, Nueva York para reflejar dos puestos de

secretarias en el Departamento de Policía de la Ciudad de Newburgh.

12. Resolution No. 223 - 2020 - Amend Resolution #288-2019 2020 Budget

    Resolution amending Resolution No: 288-2019, the 2020 Budget for the City of Newburgh, New York to adjust Sewer Fund revenue for reimbursement from the Environmental Facilities Corporation.

    Una resolución enmendando Resolución No. 288-2019, el Presupuesto para Ciudad de Newburgh, Nueva York para modificar los Fondos de ingresos del Alcantarillado para reembolso de la Corporación de Instalaciones Ambientales.

13. Resolution No. 224 - 2020 - Purchase of 257 Gidney Avenue

    Resolution to authorize the conveyance of real property known as 257 Gidney Avenue (Section 7, Block 10, Lot 14.1) at private sale to Roselia Marquez for the amount of $38,000.00.

    Una resolución para autorizar el traspaso de bienes raíces conocidas como la 257 de la Avenida Gidney (Sección 7, Bloque 10, Lote 14.1) en una venta privada a Roselia Marquez por el monto de $38,000.00.

14. Resolution No. 225 - 2020 - 58 Carson Avenue - Release of Covenants

    Resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to Habitat for Humanity of Greater Newburgh, Inc. to the premises known as 58 Carson Avenue (Section 45, Block 6, Lot 26).

    Una resolución autorizando la ejecución de la liberación de cláusulas restrictivas y derecho de reingreso de un título emitido a Habitat for Humanity of Greater Newburgh, Inc. Para las instalaciones conocidas como la 58 de la avenida Carson (Sección 45, Bloque 6, Lote 26).

15. Resolution No. 226 - 2020 - Award RFP to Mistral Construction for design costs under Cities RISE

    Resolution authorizing the City Manager to execute a sub-recipient grant agreement with Mistral Construction for design cost reimbursement in an amount not to exceed $70,000.00 under the Cities RISE Phase III grant.

    Una resolución autorizando al Gerente de la Ciudad a ejecutar una subvención como sub-recipiente con Mistral Construcción para reembolso del costo de diseño en un monto que no exceda $70,000.00 bajo la subvención de la Fase III de Cities RISE.

16. Resolution No. 227 - 2020 - Anti-Displacement Learning Network Phase II Grant Application

    Resolution authorizing the City Manager to apply for and accept if awarded a

Phase II grant from the New York State Anti-Displacement Learning Network from Enterprise Community Partners and the Office of the New York State Attorney General.

Una resolución autorizando al Gerente de la Ciudad a solicitar y aceptar si es otorgado una subvencion de la Fase II de la Red de Aprendizaje de Anti desplazamiento del Estado de Nueva York de los Socios de Comunidad Empresarial y la Oficina del Fiscal General del Estado de Nueva York.

17. Resolution No. 228 - 2020 - Temporary Sergeant Position

    Resolution amending the 2020 Personnel Analysis Book to add one (1) Sergeant position on a temporary basis in the City of Newburgh Police Department.

    Una resolución enmendando el Libro de Análisis de 2020 para agregar un (1) puesto de Sargento en una base temporal en el Departamento de Policía de la Ciudad de Newburgh.

18. Resolution No. 229 - 2020 - Police Department Scheduling Software

    Resolution authorizing the City Manager to execute an agreement with Visual Computer Solutions, Inc. for scheduling software and services for the City of Newburgh Police Department.

    Una resolución autorizando al Gerente de la Ciudad a ejecutar un acuerdo con Visual Computer Solutions, Inc. Para software de programación y servicios para el Departamento de Policía de la Ciudad de Newburgh.

19. Resolution No. 230 - 2020 - Colby Kennels - animal shelter services contract

    Resolution authorizing the City Manager to enter into an agreement with Colby Kennels to provide for boarding services for dogs in the custody of the City of Newburgh.

    Una resolución autorizando al Gerente de la Ciudad a entrar en un acuerdo con Colby Kennels para proporcionar servicios de alojamiento para perros en custodia de la Ciudad de Newburgh.

20. Resolution No. 231 - 2020 - Amend the Personnel Book to add Two Code Compliance Officers

    Resolution amending the 2020 Personnel Analysis Book to add two Code Compliance Officer positions in the City of Newburgh Bureau of Code Compliance.

    Una resolución enmendando el Libro de Análisis del Personal del 2020 para agregar dos puesto de Oficial de Cumplimiento del Código en el Buro de Cumplimiento de Código de la Ciudad de Newburgh.

21. Ordinance 8 - 2020 - LGS-1 Records Retention & Disposition Schedule
Ordinance amending Chapter 88 entitled "Records Retention" of the Code of Ordinances of the City of Newburgh to adopt Retention
and Disposition Schedule for New York Local Government Records (LGS-1).

Una Ordenanza enmendando el Capítulo 88 titulado "Retención de Records" del Código de Ordenanzas de la Ciudad de Newburgh para adoptar una Programación de Retención y Disposición para los Registros del Gobierno Local de Nueva York (LGS-1).

22. Resolution No. 232 - 2020 - Scheduling a Public Hearing for Term Limits
Resolution scheduling a public hearing for October 13, 2020 to hear public comment concerning a Local Law amending City Charter Section C3.10 entitled "Terms of Office" of the City Charter of the City of Newburgh to establish term limits for elected officials.

Una resolución programando una audiencia pública para el 13 de octubre de 2020 para escuchar comentarios públicos sobre una Ley Local enmendando la Escritura de la Constitución de la Ciudad Sección C3.10 titulado "Mandatos de Oficina" de la Escritura de la Constitución de la Ciudad para establecer límites en los mandatos para oficiales electos.

23. Resolution No. 233 - 2020 - PCRRB - at large appointment
Nombramiento General - PCRRB

Old Business: / Asuntos Pendientes

New Business: / Nuevos Negocios

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

Adjournment/ Aplazamiento:

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

RESOLUTION NO.: 213 - 2020

OF

SEPTEMBER 14, 2020

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

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

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

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

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a second public hearing to receive comments regarding the housing and community development needs of the City of Newburgh and to hear public comment on the City of Newburgh's proposed actions concerning the Community Development Block Grant Program for the FY 2021 Annual Action Plan; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 28th day of September, 2020; and

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

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

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

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

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

I, Lorene Vitek, 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 9-14-2020 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 15 day of 9 20 20

City Clerk

Community Development Block Grant ("CDBG")

FY2021 Annual Action Plan

Department of Planning & Development

July, 2020

EQUAL HOUSING OPPORTUNITY

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

EQUAL HOUSING OPPORTUNITY

City of Newburgh Community Development Goals - Refresher

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

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

EQUAL HOUSING OPPORTUNITY

“CDBG” - Brief Primer

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

- Community Development Block Grant (CDBG) - Administered by the U.S. Department of Housing and Urban Development (HUD)

- Allocated to local and state governments on a formula basis.

- The City of Newburgh is under the Orange County Consortium (Orange County, City of Newburgh, City of Middletown).

- The City of Newburgh is required to prepare and submit a Consolidated Plan that establishes goals for the use of CDBG funds. The new City of Newburgh Consolidated Plan: FY2020-FY2024

- Projects MUST be consistent with national priorities for CDBG:
  - Activities that benefit low- and moderate-income people;
  - The prevention or elimination of slums or blight; or
  - Community development activities to address an urgent threat to health or safety.

EQUAL HOUSING OPPORTUNITY

Proposed FY2021 CDBG Projects/Funding

	Priority Need Addressed	Project Name	Proposed Activities (Examples)	Project Funding
Projects Funded through Entitlement Grant				
	Housing	Housing	In Rem Property Program: To continue funding the salaries/benefits of 3 City of Newburgh Employees. Also fund materials needed to maintain foreclosed properties, such as snow shovels, weed wackers, locks/keys.	$245,000.00
		Housing	Public Service Activity Subject to 15% Annual Allocation Cap, Funding to cover Closing Costs for first-time homebuyers through HUD approved Housing Counseling Program. Also includes program delivery cost.	$30,000.00
		Housing	Public Service Activity Subject to 15% Annual Allocation Cap, Funding to support an "Anti-Displacement Housing Stability Initiative" through City of Newburgh Housing Partner.	$80,000.00
	Infrastructure Improvements	Infrastructure Improvements	To continue funding Curb Ramp & Sidewalk Improvements project.	$275,000.00
	Economic Development	Economic Development	Funding for business assistance such as Business Façade and Signage grants, Microenterprise Business Assistance, Workforce Training.	$75,000.00
	Quality of Life Improvements	Neighborhood Services	**Public Service Activity, Subject to 15% Annual Allocation Cap, Summer Film Festival, National Night Out**	$10,000.00
	Administration	Administration	Program Administration, Staff Salary and Benefits, language translation services, program operating costs (including mailings), program trainings/conference.	$130,000.00
			Proposed Total FY2021 Allocation	$845,000.00

EQUAL HOUSING OPPORTUNITY

Contingency Funding

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

	Priority Need Addressed	Project Name	Proposed Activities (Examples)	% Project increase, if HUD allocation greater than proposed (approx.)
Projects Funded through Entitlement Grant				
	Housing	Housing	In Rem Property Program: To continue funding the salaries/benefits of 3 City of Newburgh Employees. Also fund materials needed to maintain foreclosed properties, such as snow shovels, weed wackers, locks/keys.	No Increase
		Housing	Public Service Activity Subject to 15% Annual Allocation Cap, Funding to cover Closing Costs for first-time homebuyers through HUD approved Housing Counseling Program. Also includes program delivery cost.	10%
		Housing	Public Service Activity Subject to 15% Annual Allocation Cap, Funding to support an "Anti-Displacement Housing Stability Initiative" through City of Newburgh Housing Partner.	30%
	Infrastructure Improvements	Infrastructure Improvements	To continue funding Curb Ramp & Sidewalk Improvements project.	10%
	Economic Development	Economic Development	Funding for business assistance such as Business Façade and Signage grants, Microenterprise Business Assistance, Workforce Training.	No Increase
	Quality of Life Improvements	Neighborhood Services	**Public Service Activity, Subject to 15% Annual Allocation Cap, Summer Film Festival, National Night Out**	No Increase
	Administration	Administration	Program Administration, Staff Salary and Benefits, language translation services, program operating costs (including mailings), program trainings/conference.	No Increase
			Proposed Total FY2021 Allocation	

EQUAL HOUSING OPPORTUNITY

Contingency Funding

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

	Priority Need Addressed	Project Name	Proposed Activities (Examples)	Project Funding	% Project decrease, if HUD allocation less than proposed (approx.)
Projects Funded through Entitlement Grant					
	Housing	Housing	In Rem Property Program: To continue funding the salaries/benefits of 3 City of Newburgh Employees. Also fund materials needed to maintain foreclosed properties, such as snow shovels, weed wackers, locks/keys.	$245,000.00	No Decrease
		Housing	Public Service Activity Subject to 15% Annual Allocation Cap, Funding to cover Closing Costs for first-time homebuyers through HUD approved Housing Counseling Program. Also includes program delivery cost.	$30,000.00	10%
		Housing	Public Service Activity Subject to 15% Annual Allocation Cap, Funding to support an "Anti-Displacement Housing Stability Initiative" through City of Newburgh Housing Partner.	$80,000.00	No Decrease
	Infrastructure Improvements	Infrastructure Improvements	To continue funding Curb Ramp & Sidewalk Improvements project.	$275,000.00	No Decrease
	Economic Development	Economic Development	Funding for business assistance such as Business Façade and Signage grants, Microenterprise Business Assistance, Workforce Training.	$75,000.00	No Decrease
	Quality of Life Improvements	Neighborhood Services	**Public Service Activity, Subject to 15% Annual Allocation Cap, Summer Film Festival, National Night Out**	$10,000.00	10%
	Administration	Administration	Program Administration, Staff Salary and Benefits, language translation services, program operating costs (including mailings), program trainings/conference.	$130,000.00	No Decrease
			Proposed Total FY2021 Allocation	$845,000.00	

EQUAL HOUSING OPPORTUNITY

Project: Housing

Proposed Activities:

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

EQUAL HOUSING OPPORTUNITY

Proposed Housing Activity: In Rem Property Program
Budget: $245,000.00
Description:

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

EQUAL HOUSING OPPORTUNITY

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

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

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

EQUAL HOUSING OPPORTUNITY

Proposed Housing Activity: Anti-Displacement/ Housing Stability Initiative

Budget: $80,000.00

Description:

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

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

EQUAL HOUSING OPPORTUNITY

Proposed Infrastructure Improvements
Activity: Curb Ramp and Sidewalk Upgrades
Budget: $275,000.00
Description:

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

EQUAL HOUSING OPPORTUNITY

Proposed Economic Development Activity:
Business Assistance
Budget: $75,000.00
Description:

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

EQUAL HOUSING OPPORTUNITY

Proposed Quality of Life Activity: (Need proposed activity information)
Budget: $10,000.00
Description:

- 2021 Summer Film Festival
- National Night Out

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

EQUAL HOUSING OPPORTUNITY

Proposed Activity: Administration

Budget: $130,000.00

Description:

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

EQUAL HOUSING OPPORTUNITY

FY2021 CDBG AAP Timeline

FY 2021 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECTS TIMELINE

EQUAL HOUSING OPPORTUNITY

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

Año Fiscal-2021 Plan Anual de Acción

Departamento de Planeamiento y Desarrollo
Julio de 2020

EQUAL HOUSING OPPORTUNITY

Ayuntamiento de la Ciudad de Newburgh:

Torrance Harvey, Alcalde
Karen Mejia, Distrito Municipal 1
Ramona Monteverde, Distrito Municipal 2
Robert Sklarz, Distrito Municipal 3
Patty Sofokles, Distrito Municipal 4
Anthony Grice, Representante Independiente
Omari Shakur, Representante Independiente

EQUAL HOUSING OPPORTUNITY

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

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

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

EQUAL HOUSING OPPORTUNITY

"CDBG" – Breve Introducción

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

- Subvención en Bloque para el Desarrollo de la Comunidad (CDBG) - Administrado por el Departamento de Vivienda y Desarrollo Urbano de Estados Unidos (HUD).

- Adjudicado a los gobiernos locales y estatales sobre la base de una fórmula.

- La Ciudad de Newburgh está bajo el Consorcio del Condado de Orange (Condado de Orange, Ciudad de Newburgh, Ciudad de Middletown).

- Se requiere que la Ciudad de Newburgh prepare y presente un Plan General que establezca metas para el uso de los fondos CDBG. El nuevo Plan General de la Ciudad de Newburgh: Año Fiscal-2020 - Año Fiscal-2024

- Los proyectos DEBEN ser consistentes con las prioridades nacionales del CDBG:
  - Actividades que beneficien a las personas de bajos-o-moderados ingresos;
  - La prevención o eliminación de barriadas precarias o barrios arruinados; o
  - Las actividades de desarrollo de la comunidad que abarquen las amenazas urgentes a la salud o seguridad.

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Propuesta: Año Fiscal-2021 CDBG Proyectos/Financiación

	Necesidad Prioritaria Abordada	Nombre del Proyecto	Actividades Propuestas (Ejemplos)	Fondos del Proyecto
Proyectos Financiados a través de Subvención Correspondiente por Derecho				
	Vivienda	Vivienda	En-Efecto, Programa de Propiedades Embargadas: Continuar la financiación de salarios/beneficios de 3 Empleados de la Ciudad de Newburgh. Además, financiar materiales necesarios para el mantenimiento de propiedades embargadas, como ser: palas para nieve, bordeadoras, cerraduras/llaves.	$245,000.00
		Vivienda	Servicio de Actividades Públicas Sujeto a Límite de 15% de Adjudicación Anual, Fondos para cubrir los Costes de Cierre para compradores-de-vivienda-por-primera-vez a través del Programa de Asesoramiento a la Vivienda, aprobado por HUD. Además incluye los costes de prestación del programa.	$30,000.00
		Vivienda	Servicio de Actividades Públicas Sujeto a Límite de 15% de Adjudicación Anual, Fondos para apoyar la "Iniciativa de Estabilidad/Anti-Desplazamiento de la Vivienda" a través de Vivienda Asociada de la Ciudad de Newburgh.	$80,000.00
	Mejoramientos de Infraestructura	Mejoramientos de Infraestructura	Continuar la financiación del proyecto de Mejoramiento de Rampas-en-Bordillos y Aceras.	$275,000.00
	Desarrollo Económico	Desarrollo Económico	Fondos para la asistencia a negocios, como ser, subvención para Carteles y Fachadas de Negocios, Asistencia a Microemprendedores de Negocios, Entrenamiento de Trabajadores.	$75,000.00
	Mejoramiento de Calidad de Vida	Servicios en los Barrios	**Servicio de Actividades Públicas Sujeto a Límite de 15% de Adjudicación Anual, Festival de Cine de Verano, Noche Nacional de Salida Nocturna.**	$10,000.00
	Administración	Administración	Administración de Programas, Salario y Beneficios del Personal, Servicios de Traducción, Costes Operativos del Programa (incluyendo correo), Entrenamiento/Conferencia.	$130,000.00
			Adjudicación Total Propuesta para el Año Fiscal-2021	$845,000.00

EQUAL HOUSING OPPORTUNITY

Financiación de Contingencia

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

	Necesidad Prioritaria Abordada	Nombre del Proyecto	Actividades Propuestas (Ejemplos)	% de incremento del proyecto, si la asignación de HUD es mayor que la propuesta (aprox.)
Proyectos Financiados a través de Subvención Correspondiente por Derecho				
	Vivienda	Vivienda	En-Efecto, Programa de Propiedades Embargadas: Continuar la financiación de salarios/beneficios de 3 Empleados de la Ciudad de Newburgh. Además, financiar materiales necesarios para el mantenimiento de propiedades embargadas, como ser: palas para nieve, bordeadoras, cerraduras/llaves.	Sin incremento
		Vivienda	Servicio de Actividades Públicas Sujeto a Límite de 15% de Adjudicación Anual, Fondos para cubrir los Costes de Cierre para compradores-de-vivienda-por-primera-vez a través del Programa de Asesoramiento a la Vivienda, aprobado por HUD. Además incluye los costes de prestación del programa.	10%
		Vivienda	Servicio de Actividades Públicas Sujeto a Límite de 15% de Adjudicación Anual, Fondos para apoyar la "Iniciativa de Estabilidad/Anti-Desplazamiento de la Vivienda" a través de Vivienda Asociada de la Ciudad de Newburgh.	30%
	Mejoramientos de Infraestructura	Mejoramientos de Infraestructura	Continuar la financiación del proyecto de Mejoramiento de Rampas-en-Bordillos y Aceras.	10%
	Desarrollo Económico	Desarrollo Económico	Fondos para la asistencia a negocios, como ser, subvención para Carteles y Fachadas de Negocios, Asistencia a Microemprendedores de Negocios, Entrenamiento a Trabajadores.	Sin incremento
	Mejoramiento de Calidad de Vida	Servicios en los Barrios	**Servicio de Actividades Públicas Sujeto a Límite de 15% de Adjudicación Anual, Festival de Cine de Verano, Noche Nacional de Salida Nocturna.**	Sin incremento
	Administración	Administración	Administración de Programas, Salario y Beneficios del Personal, Costes Operativos del Programa (incluyendo correo), Servicios de Traducción, Entrenamiento/Conferencia	Sin incremento

EQUAL HOUSING OPPORTUNITY

Financiación de Contingencia

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

	Necesidad Prioritaria Abordada	Nombre del Proyecto	Actividades Propuestas (Ejemplos)	Fondos del Proyecto	% de disminución del proyecto si la adjudicación de HUD es menor que la propuesta (aprox.)
Proyectos Financiados a través de Subvención Correspondiente por Derecho					
	Vivienda	Vivienda	En-Efecto, Programa de Propiedades Embargadas: Continuar la financiación de salarios/beneficios de 3 Empleados de la Ciudad de Newburgh. Además, financiar materiales necesarios para el mantenimiento de propiedades embargadas, como ser: palas para nieve, bordeadoras, cerraduras/llaves.	$245,000.00	Sin Disminución
		Vivienda	Servicio de Actividades Públicas Sujeto a Límite de 15% de Adjudicación Anual, Fondos para cubrir los Costes de Cierre para compradores-de-vivienda-por-primera-vez a través del Programa de Asesoramiento a la Vivienda, aprobado por HUD. Además incluye los costes de prestación del programa.	$30,000.00	10%
		Vivienda	Servicio de Actividades Públicas Sujeto a Límite de 15% de Adjudicación Anual, Fondos para apoyar la "Iniciativa de Estabilidad/Anti-Desplazamiento de la Vivienda" a través de Vivienda Asociada de la Ciudad de Newburgh.	$80,000.00	Sin Disminución
	Mejoramientos de Infraestructura	Mejoramientos de Infraestructura	Continuar la financiación del proyecto de Mejoramiento de Rampas-en-Bordillos y Aceras.	$275,000.00	Sin Disminución
	Desarrollo Económico	Desarrollo Económico	Fondos para la asistencia a negocios, como ser, subvención para Carteles y Fachadas de Negocios, Asistencia a Microemprendedores de Negocios, Entrenamiento a Trabajadores.	$75,000.00	Sin Disminución
	Mejoramiento de Calidad de Vida	Servicios en los Barrios	**Servicio de Actividades Públicas Sujeto a Límite de 15% de Adjudicación Anual, Festival de Cine de Verano, Noche Nacional de Salida Nocturna.**	$10,000.00	10%
	Administración	Administración	Administración de Programas, Salario y Beneficios del Personal, Costes Operativos del Programa (incluyendo	$130,000.00	Sin Disminución

EQUAL HOUSING OPPORTUNITY

Proyecto: Vivienda

Actividades Propuestas:

- En-Efecto Programa de Propiedades

- Asistencia a Costes de Cierre para Compradores-de-Vivienda-por-primera-vez

- Asistencia a la Iniciativa de
- Anti-Desplazamiento/Estabilidad Habitacional

EQUAL HOUSING OPPORTUNITY

Actividad Propuesta para Vivienda: En-Efecto Programa de Propiedades

Presupuesto: $245,000.00

Descripción:

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

EQUAL HOUSING OPPORTUNITY

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

Presupuesto: $30,000.00

Descripción:

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

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

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

Descripción:

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

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

EQUAL HOUSING OPPORTUNITY

Actividad Propuesta para Mejoramiento de Infraestructura: Mejoramiento de Rampas en Bordillos y Aceras

Presupuesto: $275,000.00

Descripción:

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

EQUAL HOUSING OPPORTUNITY

Actividad Propuesta para Desarrollo Económico: Asistencia a Negocios

Presupuesto: $75,000.00

Descripción:

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

EQUAL HOUSING OPPORTUNITY

Actividad Propuesta para Calidad de Vida:
(Se necesita información de la actividad propuesta)
Presupuesto: $10,000.00
Descripción:

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

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

EQUAL HOUSING OPPORTUNITY

Actividad Propuesta: Administración
Presupuesto: $130,000.00
Descripción:

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

EQUAL HOUSING OPPORTUNITY

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

Aug/Sept 2020:
1st Public Hearing/30-Day Public Comment Period

Sept/Oct 2020:
2nd Public Hearing/30-Day Public Comment Period

Nov 2020:
City Council Resolution to Accept FY2021 Annual Action Plan

Nov 15 2020:
Submit FY2021 Annual Action Plan to HUD

Q1/Q2, 2021:
Receive Annual CDBG Allocation

Agosto/Sept. 2020: 1.º Audiencia Pública/Período de 30-Días de Comentario Público

Sept/Oct. 2020: 2.º Audiencia Pública/Período de 30-Días de Comentario Público

Nov. 2020: Resolución del Ayuntamien-to para aceptar el Plan Anual de Acción del Año Fiscal-2021

Nov. 15 2020: Presenta-ción ante el HUD del Plan Anual de Acción del Año Fiscal-2021

1.º y 2.º trimestre de 2021: Se recibe la Adjudica-ción Anual de CDBG

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

EQUAL HOUSING OPPORTUNITY

FY2021 Annual Action Plan
Community Development Block Grant (CDBG)

	Priority Need Addressed	Project Name	Proposed Activities (Examples)	Project Funding	% Project increase, if HUD allocation greater than proposed (approx.)	% Project decrease, if HUD allocation less than proposed (approx.)
Projects Funded through Entitlement Grant						
	Housing	Housing	In Rem Property Program: To continue funding the salaries/benefits of 3 City of Newburgh Employees. Also fund materials needed to maintain foreclosed properties, such as snow shovels, weed wackers, locks/keys.	$245,000.00	No Increase	No Decrease
		Housing	**Public Service Activity Subject to 15% Annual Allocation Cap**, Funding to cover Closing Costs for first-time homebuyers through HUD approved Housing Counseling Program. Also includes program delivery cost.	$30,000.00	10%	10%
		Housing	**Public Service Activity Subject to 15% Annual Allocation Cap**, Funding to support an "Anti-Displacement Housing Stability Initiative" through City of Newburgh Housing Partner.	$80,000.00	30%	No Decrease
	Infrastructure Improvements	Infrastructure Improvements	To continue funding Curb Ramp & Sidewalk Improvements project.	$275,000.00	10%	No Decrease
	Economic Development	Economic Development	Funding for business assistance such as Business Façade and Signage grants, Microenterprise Business Assistance, Workforce Training.	$75,000.00	No Increase	No Decrease
	Quality of Life Improvements	Neighborhood Services	**Public Service Activity, Subject to 15% Annual Allocation Cap,** Summer Film Festival, National Night Out	$10,000.00	No Increase	10%
	Administration	Administration	Program Administration, Staff Salary and Benefits, language translation services, program operating costs (including mailings), program trainings/conference.	$130,000.00	No Increase	No Decrease
			Proposed Total FY2021 Allocation	$845,000.00		

RESOLUTION NO.: 212 - 2020

OF

SEPTEMBER 14, 2020

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

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

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

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

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

To register in advance for this webinar in order to provide comments during the hearing: https://zoom.us/webinar/register/WN_D3Hhg3ywTu600QeojfUpnA. Please fill out the required information (First Name, Last Name, E-mail Address). After registering, you will receive a confirmation email containing information about joining the webinar.

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

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

Map Change – William Street and Washington Street

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

Affected Parcels (by SBL) (108 total):

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

Map Change – Delete "Open Space" as Zone

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

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

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

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

Map Change – delete "Institution" as a Zone

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

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

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

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

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

Proposed Changes:

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

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

Article II
Definitions and Word Usage

§ 300-6. Word usage; terms defined.

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

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

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

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

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

(1) ADULT BOOKSTORE — An establishment having as a substantial or significant portion of its stock-in-trade books, magazines, or other periodicals, films, slides and videotapes which are distinguished or characterized by their emphasis on matter depicting, describing, or relating to sexual activities or exposing specified anatomical areas as defined below.

(2) ADULT FILM THEATER — An enclosed building used primarily for presenting material in the form of motion pictures, films, slide shows or videotapes distinguished or characterized by an emphasis on matters depicting, describing or relating to sexual activities or exposing specified anatomical areas.

(3) ADULT ENTERTAINMENT CABARET — A building or portion thereof regularly featuring dancing or other live entertainment if the dancing or entertainment that constitutes the primary live entertainment is distinguished or characterized by an emphasis on the exhibiting of sexual activities or specified anatomical areas for observation by patrons therein.

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.

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.

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.

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 curbline 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, PHARAMACY) — 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.

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.

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.

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.

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.

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.

<u>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.</u>

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.

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.

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.

(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

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.

(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.

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;

(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.

(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.

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

§ 300-77 Discontinuance and reestablishment.

A. Discontinuance. Whenever a nonconforming use has been discontinued for a period of 18 months, such use shall not thereafter be reestablished except as provided in § 300-78A, and any future use shall be in conformity with the provisions of this chapter.

B. Once changed to a conforming use, no building or land shall be permitted to revert to a nonconforming use.

C. Reestablishment. The City Planning Board may issue a special use permit for the reestablishment of the use after the eighteen-month period has expired if the applicant has been prevented from continuing the use during the one-year period due to strikes, acts of God, disability, or other similar hardship beyond the applicant's control.

§ 300-78 Change of nonconforming uses.

A. A nonconforming use of a structure or parcel of land may, upon special use permit by the City Planning Board, be changed to another nonconforming use which is of the same or lesser impact, except that no use prohibited by Article V shall be permitted under any circumstances. No structure in which a nonconforming use has been changed to a use of lesser impact shall again be devoted to a nonconforming use with greater impact. In determining whether a use is of greater or lesser impact, the City Planning Board shall consider the impact criteria listed in § 300-104. No nonconforming use shall be extended or expanded to displace a conforming use.

B. Any nonconforming use of any open space on a lot outside a structure or of a lot not occupied by a structure shall not be extended.

C. Any conforming principal use of a nonconforming structure may be extended throughout the existing structure.

D. A nonconforming structure shall not be moved to any other location on the lot or any other lot unless every portion of such structure, the use, and the lot shall be deemed conforming.

§ 300-79 Restoration, expansion and repair.

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

A. Any nonconforming use or structure determined to be unsafe may be restored to a safe condition, provided that such work on any nonconforming structure shall not place it in greater nonconformity.

B. A building used for residential purposes that is a nonconforming structure or use may be rebuilt in the event of its total or partial destruction by fire or other causes in accordance with the provisions provided below. Such rebuilding shall require site plan approval by the City Planning Board.

   (1) The area occupied by the foundation of the building must occupy the same or lesser amount of the area occupied by the damaged building.

   (2) The rebuilt structure may not exceed the original height of the total or partially destroyed structure.

   (3) The total square footage of the repaired or rebuilt building must be the same as or less than the damaged or destroyed building.

C. "Building used for residential purpose" as used herein, shall mean a building which at the time of the damage by fire or other causes was used solely for residential purposes or, if the building was vacant, that it is designed solely for residential purposes.

§ 300-80 District changes.

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

§ 300-81 Special permit uses.

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

§ 300-82 Construction started prior to effective date.

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

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	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)
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	R-1	Low-Density Residential	Medium-Density Residential	High-Density Residential	Commercial	Industrial	~~Commercial District Overlay/~~ Neighborhood Commercial Overlay	Conservation Development District	Broadway Corridor (BC)	Downtown Neighborhood (DN)	Waterfront Gateway (WG)	Planned Waterfront District (PWD)
Accessory apartment	A;S	A	A	A								
Bed-and-breakfast		A;S	A;S	A;S				A;S	A;S	A;S	A;S	A;S
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 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)
Institutional												
Buildings, uses or facilities of any governmental unit			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				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	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)
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			P*	P*	P*	P*			P*	P*	P*	

Use	R-1	Low-Density Residential	Medium-Density Residential	High-Density Residential	Commercial	Industrial	~~Commercial District Overlay/~~ Neighborhood Commercial Overlay	Conservation Development District	Broadway Corridor (BC)	Downtown Neighborhood (DN)	Waterfront Gateway (WG)	Planned Waterfront District (PWD)
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*

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

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

Use	R-1	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)
Taxi service				S	S	S	S		P*			
Technical school					S	P*	S		S	S	S	

Use	R-1	Low-Density Residential	Medium-Density Residential	High-Density Residential	Commercial	Industrial	~~Commercial District Overlay/~~ Neighborhood Commercial Overlay	Conservation Development District	Broadway Corridor (BC)	Downtown Neighborhood (DN)	Waterfront Gateway (WG)	Planned Waterfront District (PWD)
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/repair	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/university				P*	As determined by City Planning Board and in accordance with facility master plan						
Cottage industry	S		P*		—	—	—	4	45	60%	1 per 500 square feet
Child day-care center	S		P*	P	—	—	—	4	45	60%	1.5 per classroom
Distribution facility/warehouse	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/commercial 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)

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.

RESOLUTION NO.: 211 - 2020

OF

SEPTEMBER 14, 2020

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

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

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

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

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

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

2. That this Council classifies the action as a Type I Action; and

3. That this Council proposes to accept Parts I and II of the Full Environmental Assessment Form ("FEAF") attached hereto; and

4. That this Council authorizes the City Manager to circulate the FEAF to other "Interested Agencies" or "Involved Agencies"; and

5. That this Council refers the proposed amendments to Chapter 300, entitled "Zoning" of the Code of Ordinances of the City of Newburgh and the proposed Zoning Map of the City of Newburgh to the Orange County Planning Department as required by General Municipal Law Section 239-m.

I, Lorene Vitek, 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 Sept. 14, 2020 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 15 day of Sept 20 20

City Clerk

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 Counsel, Town Board, or Village Board of Trustees ☑Yes☐No	City Council Adoption of Zoning Amendment	Proposed adoption October or November 2020.
b. City, Town or Village Planning Board or Commission ☐Yes☑No		
c. City, Town or Village Zoning Board of Appeals ☐Yes☑No		
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 1 (including demolition) _____ month _____ year
- Anticipated completion date of final phase _____ month _____ year
- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

f. Does the project include new residential uses? ☐Yes☐No
If Yes, show numbers of units proposed.

	One Family	Two Family	Three Family	Multiple Family (four or more)
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? ☐Yes☐No
- Will a line extension within an existing district be necessary to serve the project? ☐Yes☐No

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

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

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

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

_____

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

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

If Yes:

i. How much impervious surface will the project create in relation to total size of project parcel?

_____ Square feet or _____ acres (impervious surface)

_____ Square feet or _____ acres (parcel size)

ii. Describe types of new point sources. _____

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

_____

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

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

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

If Yes, identify:

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

_____

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

_____

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

_____

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

If Yes:

i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) ☐Yes☐No

ii. In addition to emissions as calculated in the application, the project will generate:
- _____Tons/year (short tons) of Carbon Dioxide (CO_2)
- _____Tons/year (short tons) of Nitrous Oxide (N_2O)
- _____Tons/year (short tons) of Perfluorocarbons (PFCs)
- _____Tons/year (short tons) of Sulfur Hexafluoride (SF_6)
- _____Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflourocarbons (HFCs)
- _____Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? ☐Yes☐No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? ☐Yes☐No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust):

_____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? ☐Yes☐No

If Yes:

i. When is the peak traffic expected (Check all that apply): ☐ Morning ☐ Evening ☐Weekend ☐ Randomly between hours of _____ to _____.

ii. For commercial activities only, projected number of 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.

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 Provide DEC ID number(s): _____

☐ Yes – Environmental Site Remediation database Provide DEC ID number(s): _____

☐ Neither database

ii. If site has been subject of RCRA corrective activities, describe control measures: _____

_____

_____

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☐Yes☐No

If yes, provide DEC ID number(s): _____

iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):

_____

_____

v. Is the project site subject to an institutional control limiting property uses? ☐Yes☐No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? ☐Yes☐No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? _____ feet

b. Are there bedrock outcroppings on the project site? ☐Yes☐No
If Yes, what proportion of the site is comprised of bedrock outcroppings? _____%

c. Predominant soil type(s) present on project site: _____ _____% _____ _____% _____ _____%

d. What is the average depth to the water table on the project site? Average: _____ feet

e. Drainage status of project site soils: ☐ Well Drained: _____% of site
☐ Moderately Well Drained: _____% of site
☐ Poorly Drained _____% of site

f. Approximate proportion of proposed action site with slopes: ☐ 0-10%: _____% of site
☐ 10-15%: _____% of site
☐ 15% or greater: _____% of site

g. Are there any unique geologic features on the project site? ☐Yes☐No
If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? ☐Yes☐No

ii. Do any wetlands or other waterbodies adjoin the project site? ☐Yes☐No

If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? ☐Yes☐No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name _____ Classification _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name _____ Approximate Size _____
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☐Yes☐No

If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? ☐Yes☐No

j. Is the project site in the 100-year Floodplain? ☐Yes☐No

k. Is the project site in the 500-year Floodplain? ☐Yes☐No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☐Yes☐No
If Yes:

i. Name of aquifer: _____

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

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

If Yes:

i. Describe the habitat/community (composition, function, and basis for designation): _____

ii. Source(s) of description or evaluation: _____

iii. Extent of community/habitat:

- Currently: _____ acres
- Following completion of project as proposed: _____ acres
- Gain or loss (indicate + or -): _____ acres

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

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 fives 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

Agency Use Only [If applicable]

Project: City of Newburgh Zoning Update, 2020

Date:

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

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) ☑ NO ☐ YES
If "Yes", answer questions a - j. If "No", move on to Section 2.

	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 of 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:

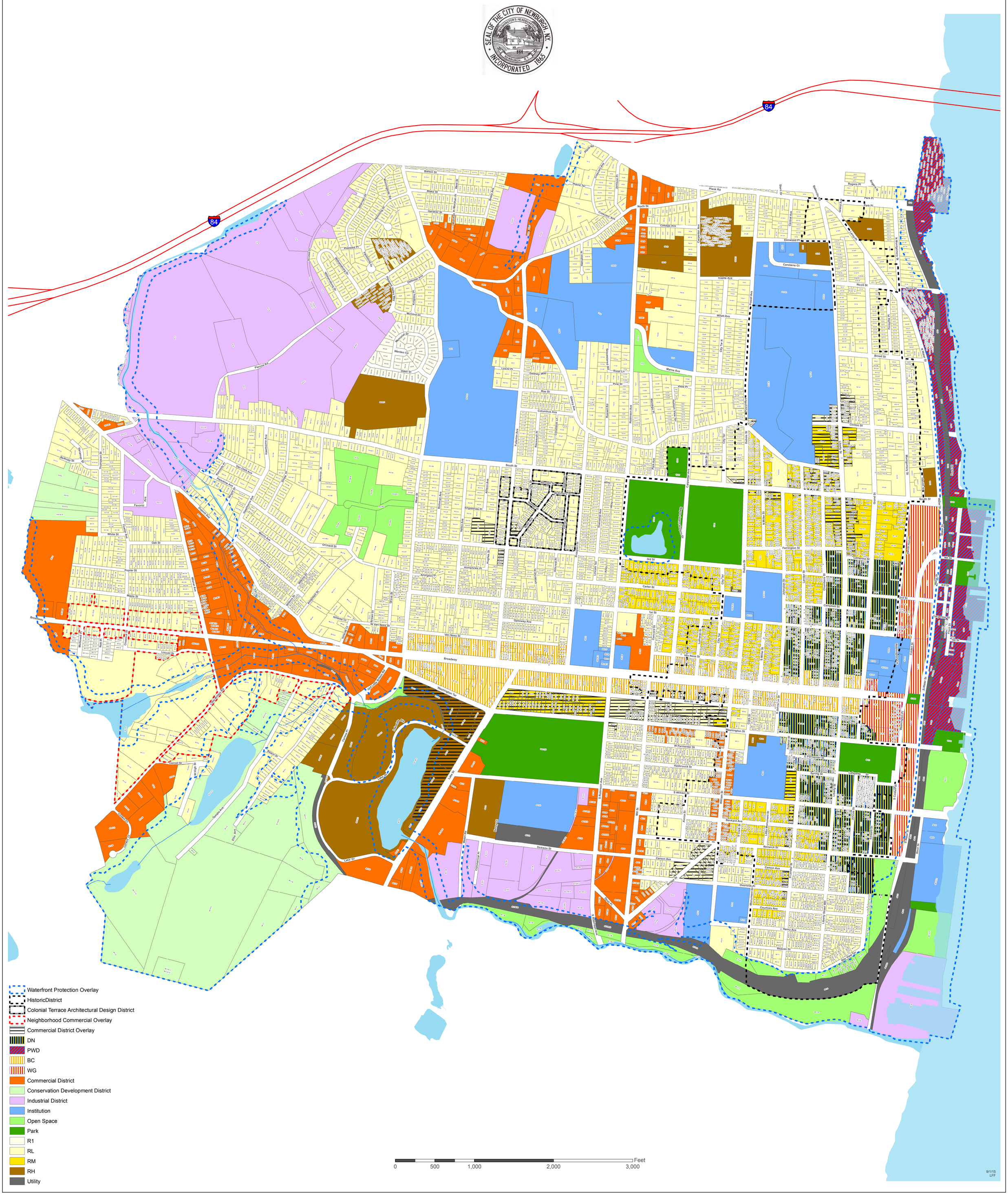
- Water will be used at a rate of 25 gallons per day per 200 feet of commercial space.
- General use/ warehouse use will generate 15 gallons of wastewater per worker or 200 square feet of space.
- Restaurants will generate 35 gallons of wastewater per seat, or 25 square feet of space.
- Restaurants will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

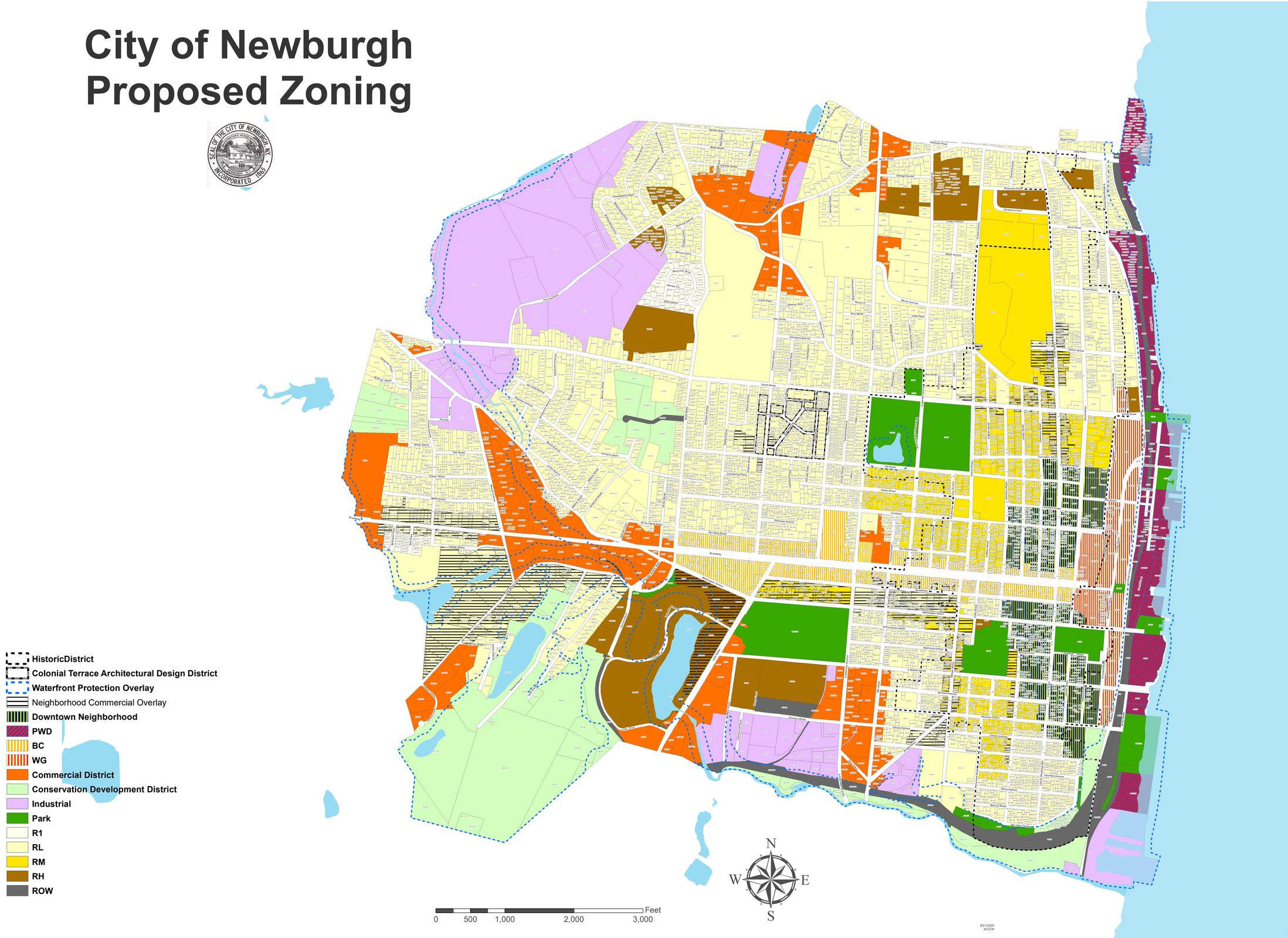
Under these scenarios, the system would be well over capacity under the full build-out and would need to plan for upgrades to both sewer and water systems. The systems have close to the potential capacity to accommodate all future users of the amended build-out. However, this capacity would rely on planned 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.				

City of Newburgh
Zoning



City of Newburgh
Proposed Zoning



RESOLUTION NO.: _____219_____-2020

OF

SEPTEMBER 28, 2020

A RESOLUTION AMENDING THE 2020 PERSONNEL ANALYSIS BOOK TO CHANGE ONE TYPIST POSITION TO AN ACCOUNT CLERK POSITION IN THE CITY OF NEWBURGH DEPARTMENT OF PUBLIC WORKS

WHEREAS, the 2020 Personnel Analysis Book included one Typist position in the Department of Public Works; and

WHEREAS, the Department of Public Works proposes to change the Typist position to an Account Clerk position to improve the efficiency of the Department of Public Works; and

WHEREAS, the change in the job titles of such positions requires the amendment of the City of Newburgh Adopted Personnel Analysis Book for 2020;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Personnel Analysis Book for the fiscal year 2020 be amended to change the job title of Typist to Account Clerk in the Department of Public Works.

RESOLUTION NO.: 220 - 2020

OF

SEPTEMBER 28, 2020

A RESOLUTION AUTHORIZING THE AWARD OF A BID AND THE EXECUTION OF A CONTRACT WITH LANDVSCAPE, INC. DBA NICKY DIGGS EXCAVATION FOR THE CONSTRUCTION OF THE WASHINGTON LAKE DAM REHABILITATION PROJECT IN AN AMOUNT NOT TO EXCEED $988,327.50

WHEREAS, the City of Newburgh has undertaken a series of actions related to dam safety for the Silver Stream Reservoir Dam and the Washington Lake Dam including actions necessary to comply with New York State Department of Environmental Conservation Reporting Requirements and the Engineering Assessment of known deficiencies at the Washington Lake Dam and related spill way; and

WHEREAS, by Resolution No. 182-2015 of July 13, 2015, the City Council of the City of Newburgh approved the 2015 Capital Plan as proposed and further authorized the City Manager and the City Comptroller to take appropriate action to secure financing and to implement the 2015 Capital Plan; and

WHEREAS, by Resolution No. 38-2016 of February 22, 2016, the City Council of the City of Newburgh approved the financing the Washington Lake Dam Rehabilitation Project (the "Project"); and

WHEREAS, the City of Newburgh has duly advertised for bids for the construction of the Project; and

WHEREAS, bids have been duly received and opened and LandVscape, Inc. d/b/a Nicky Diggs Excavation is the low bidder; and

WHEREAS, funding for such project shall be derived from HF1.8320.0200.8111.2016;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for construction of the Washington Lake Dam Rehabilitation Project be and it hereby is awarded to LandVscape, Inc. d/b/a Nicky Diggs Excavation in an amount not to exceed $988,327.50, and that the City Manager be and he is hereby authorized to enter into a contract for such work in this amount.

SECTION 001116 - INVITATION TO BID

CITY OF NEWBURGH
NEWBURGH, NEW YORK
WASHINGTON LAKE DAM REHABILITATION

Sealed Bids will be received by the City Comptroller in his office located on the fourth floor at City Hall, 83 Broadway, Newburgh, NY 12550, until 11:00 AM (local time) on Wednesday, September 9, 2020, and then at said office publicly opened and read aloud for:

Bid No. 8.20 - Washington Lake Dam Rehabilitation

This project includes the repair of the existing concrete spillway and replacement of the 285-foot long concrete spillway discharge channel. The project also includes drainage improvements at the embankment toe in the vicinity of Old Little Britain Road. The project will require limited stump, and brush removal to improve the site conditions. The project also includes other ancillary work required for a complete project. Work shall include all materials, labor, and equipment required to complete the work. The project is located along the Northeast side of Washington Lake, just off of Little Britain Road and Old Little Brittan Road.

The Project shall be completed on or before August 31, 2021.

Bids will be received for a single prime Contract. Bids will be received on an itemized unit price basis.

Bids should not include sales and compensating use taxes on materials incorporated into the work.

Bids actually received by mail or by hand after the appointed time on the date specified shall be rejected, notwithstanding that such Bid may have been placed in a mail box or other mail receptacle regularly maintained by the United States Postal Service before such time, and ordinarily in sufficient time to have been delivered on time.

Bid security in the amount of 5% of the Bid must accompany each Bid in accordance with the Instructions to Bidders.

The successful Bidder will be required to furnish a performance bond and a payment bond, each in an amount equal to 100% of the contract price.

Drawings and Specifications may be examined on and after Friday, August 7, 2020. Complete sets of Bidding and Contract Documents may be obtained at www.bidnetdirect.com/new-york/city-of-newburgh.

There will be a Pre-Bid Conference on Tuesday, August 18, 2020 at 9:30 AM at the Washington Lake Dam Rehabilitation project site as described in the Instructions to Bidders.

Bidders on this work will be required to comply with the President's Executive Orders No. 11246 and No. 11375, which pertain to nondiscrimination in employment. The requirements for Bidders and Contractors under these orders are explained in the Bidding and Contract Documents.

Bidders on this work shall pay New York State prevailing wage rates at the time for each classification of work. The NYS Department of Labor prevailing wage rate schedule specific to this project is: PRC #2020003008.

The City of Newburgh reserves the right to waive any informalities or irregularities in the Bids received, or to reject any or all Bids without explanation.

By Order of the City of Newburgh:

Dated: Wednesday, August 5, 2020

Todd Venning, City Comptroller

END OF SECTION 001116

Unofficial Bid Tabulation

City of Newburgh, NY

Project: Bid #8.20 - Washington Lake Dam Rehabilitation Project

Bid Opening: Wednesday, September 9, 2020 at 11:00 a.m., local time

	Bidder Name	Bid Price
1	Land Vscape, Inc.	$ 988,327.50
2	Argenio Brothers, Inc.	$ 1,083,083.00
3	Doyle Contracting, Inc.	$ 1,128,954.00
4	HVB Construction, Inc.	$ 1,164,200.00
5	OCS Industries, Inc.	$ 1,190,776.36
6	R. Pugni & Sons, Inc.	$ 1,268,631.23
7	A-Tech Concrete Co.	$ 1,278,183.00
8	North Brook Contracting, Corp.	$ 1,289,000.00
9	Colonnelli Brothers, Inc.	$ 1,375,473.00
10	Sun Up Construction Corp.	$ 1,417,075.90
11	Gianfia Corp.	$ 1,424,242.08
12	Coyle Industries, Inc.	$ 1,436,864.00
13	Winn Construction Services, Inc.	$ 1,468,853.00
14	Harrison & Burrows Bridge Constructors, Inc.	$ 1,474,147.41
15	TAM Enterprises, Inc.	$ 1,515,939.83
16	CD Perry, LLC	$ 1,550,987.26
17	ELQ Industries, Inc.	$ 1,575,005.00
18	JR Cruz, Corp.	$ 1,770,000.00
19	McNamee Construction	$ 1,874,000.00

Posting for BidNet
EDG

SECTION 004100 - BID FORMS

(This document is similar to Suggested Bid Form, EJCDC Document 1910-1996 Edition.)

FOR: WASHINGTON LAKE DAM REHABILITATION
CITY OF NEWBURGH

TO: CITY OF NEWBURGH
CITY HALL
83 BROADWAY
NEWBURGH, NY 12550

FROM: LandVscape, Inc dba Nicky Diggs Excavation (Name of Bidder) 9/9/2020 (Date Bid Submitted)

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 45 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

Addendum No.	Addendum Date
1	8/26/2020

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all: (1) all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 5.05 of the General Conditions.

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of

construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

I. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

4.02 Non-Collusion Affidavit - As required by Section 103-d of New York State General Municipal Law, the Bidder must complete and submit with the Bid the certification on page 004519-1.

4.03 Iranian Energy Sector Divestment Certificate - As required by Section 103-g of New York State General Municipal Law, the Bidder must complete and submit with the Bid the certification on page 004320-1.

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BID SCHEDULE

PROJECT:

Refer to Section 012210 - Unit Price Measurement and Payment for scope of pay items.
Unit Prices have been computed in accordance with paragraph 13.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

Pay Item No.	Pay Item Description	Estimated Quantity	Unit	Unit Price	Total Price
201.06	Clearing and Grubbing	1	LS	$18,480.69	$18,480.69
203.02	Unclassified Excavation and Disposal	2,875	CY	$31.30	$89,987.50
203.03	Embankment Fill	484	CY	$39.00	$18,876.00
203.07	Select Granular Fill	79	CY	$76.01	$6,004.79
203.21	Select Structural Fill	1,255	CY	$51.37	$64,469.35
207.21	Geotextile Separation	1,743	SY	$3.51	$6,117.93
207.24	Geotextile Stabilization	140	SY	$3.51	$491.40
209.1003	Seed and Mulch – Temporary	3,628	SY	$1.84	$6,675.52
209.110103	Temporary Stone Check Dam	2	EA	$1,239.00	$2,478.00
209.1501	Turbidity Curtain – Temporary	183	LF	$35.34	$6,467.22
209.1901	Erosion Control Blanket, Class II Type A, Intermediate Term	54	SY	$15.89	$858.06
209.2301	Fiber Rolls, 12”	3,100	LF	$13.71	$42,501.00
304.12	Subbase Course, Type 2	92	CY	$51.04	$4,695.68
552.17	Shields and Shoring	1,193	SF	$1.13	$1,348.09
553.010001	Cofferdam (Type 1) No. 1	1	EA	$10,473.79	$10,473.79

Pay Item No.	Pay Item Description	Estimated Quantity	Unit	Unit Price	Total Price
553.010002	Cofferdam (Type 1) No. 2	1	EA	$10,473.79	$10,473.79
555.0105	Concrete for Structures, Class A	373	CY	$600.48	$223,979.04
556.0201	Uncoated Bar Reinforcement for Concrete Structures	55,551	LB	$2.03	$112,768.53
580.01	Removal of Structural Concrete	589	CY	$57.57	$33,908.73
586.0201	Drilling and Grouting Bolts or Reinforcement Bars	65	EA	$36.74	$2,388.10
603.171614	Galvanized Steel End Section-Pipe (2-2/3'' x ½'' Corrugations) 30 Inch Diameter, 14 Gauge	3	EA	$2,327.15	$6,981.45
603.98100602	Smooth Interior Perforated Corrugated Polyethylene 6-inch	671	LF	$22.21	$14,902.91
603.9824	Smooth Interior Corrugated Polyethylene Storm Drain 24-inch	266	LF	$44.47	$11,829.02
604.300632	Rectangular Drainage Structure – Type F	10	LF	$3,055.76	$30,557.60
607.3002	Optional Chain-Link Fence and Gates, 6-feet high	147	LF	$265.00	$38,955.00
607.9987001	Removal of Existing Chain Link Fence	175	LF	$7.20	$1,260.00
610.1402	Topsoil - Roadside	399	CY	$89.41	$35,674.59
610.1601	Turf Establishment - Roadside	3,628	SY	$1.84	$6,675.52
614.0702	Pre-Existing Stump Removal 24"-48" Diameter	1	EA	$1,134.00	$1,134.00
619.01	Basic Work Zone Traffic Control	1	LS	$8,400.00	$8,400.00
620.03	Stone Filling Light	60	CY	$90.47	$5,428.20
620.08	Bedding Material	30	CY	$92.92	$2,787.60
623.12	Crushed Stone	564	CY	$50.95	$28,735.80
625.01	Survey Operations	1	LS	$13,650.00	$13,650.00

Pay Item No.	Pay Item Description	Estimated Quantity	Unit	Unit Price	Total Price
637.11	Engineer's Field Office – Type 1	4	MNTH	$3,225.00	$12,900.00
637.34	Office Technology and Supplies	2,000	DC	$1.00	$2,000.00
697.03	Field Change Payment	65,000	DC	$1.00	$65,000.00
699.040001	Mobilization	1	LS	$38,012.60	$38,012.60
	Total Bid Price			$988,327.50	$988,327.50

BASE BID

CONTRACT PRICE Nine Hundred Eighty Eight Thousand Three Hundred Twenty Seven & 50/100 Dollars ($ $988,327.50)

The above unit prices shall include all labor, materials, equipment, any other costs, overhead, and profit to cover the finished work of the several kinds called for. Changes shall be processed in accordance with Article 10 of the General Conditions.

6.01 Bidder agrees that the Work will be substantially completed and completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

7.01 The following documents are attached to and made a condition of this Bid:

A. Required Bid Security, in the form of a certified check, bank check, or a Bid Bond in accordance with the Instructions to Bidders.

B. Required Bidder's Qualification Statement, with supporting data.

C. Subcontractor Listing.

D. Substitution Listing.

E. Material and Equipment Suppliers' Listing.

F. Non-Collusive Bidding Certification.

G. Iranian Energy Sector Divestment Certification.

H. Performance Bond Information Form.

RESOLUTION NO.: _____221_____ - 2020

OF

SEPTEMBER 28, 2020

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH C.T. MALE ASSOCIATES, D.P.C. FOR PROFESSIONAL ENGINEERING CONSTRUCTION ADMINISTRATION SERVICES IN THE AMOUNT OF $158,154.00 FOR THE WASHINGTON LAKE DAM REHABILITATION PROJECT

WHEREAS, by Resolution No. 124-2012 of July 16, 2012, the City Council of the City of Newburgh authorized the City Manager to enter into a Master Services Agreement with C.T. Male Associates, P.C. to provide dam inspection and safety related engineering services; and

WHEREAS, by Resolution No. 143-2013 of July 15, 2013, Resolution No. 222-2016 of September 12, 2016, and Resolution No. 57-2018 of March 12 2018, the City Council, pursuant to the Master Services Agreement, further authorized the City Manager to enter into a series of agreements with C.T. Male Associates, P.C. for professional engineering services related to dam safety for the Silver Stream Reservoir Dam and the Washington Lake Dam including services necessary to comply with New York State Department of Environmental Conservation Reporting Requirements and the Engineering Assessment of known deficiencies at the Washington Lake Dam and related spill way and engineering design services for the preparation of rehabilitation plans, specifications and permit applications for the necessary improvements required at Washington Lake Dam; and

WHEREAS, following the completion of the engineering services, C.T. Male Associates, D.P.C. has submitted a proposal for engineering construction administration, observation and testing services for the construction phase of the Washington Lake Dam Rehabilitation Project in the amount of $158,154.00; and

WHEREAS, funding for such project shall be derived from HF1.8320.0200.8108.2016, HF1.8320.0200.8111.2016, and HF1.8320.0200.8112.2016; and

WHEREAS, this Council has determined that entering into an agreement with C. T. Male Associates, D.P.C. is in the best interests of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to enter into an agreement with C.T. Male Associates, D.P.C. for professional engineering construction administration, observation and testing services for the construction phase of the Washington Lake Dam Rehabilitation Project in the amount of $158,154.00.

C.T. MALE ASSOCIATES
Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C.

50 Century Hill Drive, Latham, NY 12110
518.786.7400 FAX 518.786.7299 ctmale@ctmale.com

May 12, 2020

Mr. Jason Morris, P.E.
City Engineer
City of Newburgh
83 Broadway
Newburgh, New York 12550

Re: Proposal for Construction Administration, Observation & Materials Testing Services
Washington Lake Dam Rehabilitation
DEC ID No. 195-0536
City of Newburgh, New York

Dear Mr. Morris:

At your request, we have prepared this proposal to provide Construction Administration, Full Time Observation and Construction Materials Testing Services for the Washington Lake Dam Rehabilitation project. The scope of services for Construction Administration, Observation and Testing are listed below:

Construction Administration Services: Construction administration services include assisting the City with administering the construction contract and coordinating pay applications. The construction administration fee has been calculated based on a (4) four-month construction duration. It has been anticipated that construction administration will consist of (12) twelve hours per week throughout construction phase. The following are the anticipated services for this task:

- Issuing Notice of Award on behalf of the City to the successful Contractor.
- Coordinating with the City and the Contractor to obtain signed agreements, insurance and bonds.
- Issuance of Notice to Proceed on behalf of the City to the successful Contractor.
- Scheduling and conducting a pre-construction meeting with the City and the Contractor.
- Scheduling and conducting monthly progress meetings with the Contractor.
- Receiving, reviewing and recommending progress payments to the City.
- Reviewing and administering change order claims with the City.
- Administering and reviewing submittals and shop drawings submitted by the Contractor for approval.
- Addressing deficiencies or issues in the work of the Contractor.
- Issuance of project closeout documentation.
- Certification of construction compliance to DEC Dam Safety.
- Preparation and submittal of record plans and letter of certification that the work has been performed in accordance with the contract documents as required by DEC Dam Safety.

Construction Observation Services: The construction observation fee has been calculated based on a (4) four-month construction duration. It has been anticipated that construction observation will consist of (50) fifty hours per week throughout construction phase. These services will include:

- Provide a construction observer to observe, document and monitor the contractor's work.
- Document that the contractor is using the approved products and materials.
- Document the amount and type of work completed by the contractor.
- Document the equipment and labor used by the contractor.
- Document issues and obstacles encountered by the contractor. Coordinate with the contractor's superintendent to monitor the progress of the work.
- Use reasonable efforts to enforce the contractor to keep accurate field measurements and produce accurate "red-lined" record drawings.
- Provide sufficient observation and documentation so the Engineer of Record can certify that the work has been completed in general conformance with the approved construction documents.
- Coordinate testing services on the project site.

Construction Testing Services: will be provided by Atlantic Testing and Laboratories testing subconsultant. The construction testing services fee has been calculated based on a (4) four-month construction duration. It has been anticipated that construction testing services will consist of approximately $15,000 billed at the rates provided by the construction testing firm. The rates provided are attached to this proposal. These services will include:

- Provide compaction testing as outlined in the construction documents.
- Provide concrete testing as outlined in the construction documents.
- All laboratory testing and recording required for the field tests per the construction documents.

Project Closeout, Record Drawings, and IMP Update: once the project is complete, C.T. Male will review all documents and confirm the project was constructed per the plans provided to the Division of Dam Safety. The plans will be updated to reflect any changes during construction to be incorporated into the record drawings on file for the project. The record drawings will be prepared and submitted to the City and the Division of Dam Safety for their records. The existing Inspection and Maintenance Plan prepared by our office dated December 17th, 2013 will be revised and updated to include the maintenance items related to the proposed work.

C.T. Male will also prepare a certification of completeness to be submitted to the Division of Dam Safety confirming the project was completed per the contract documents.

Assumptions/Exclusions
In preparing the scope of work summarized above, certain assumptions have been made and require identification of work that has been excluded and would require a subsequent cost proposal should it be determined that the excluded work is required. These assumptions/exclusions are listed below:

- Use reasonable efforts to enforce the contractor to keep accurate field measurements and produce accurate "red-lined" record drawings.
- The contractor shall work diligently to give the on-site construction observer and Engineer of Record accurate schedule information and provide sufficient notice to coordinate testing activities.
- The fee has been based on the anticipation that the construction phase is 4 months.
- Design revisions based on contractor submittals or change orders are not included in this fee.

Proposed Fees

Please see below for an approximate total cost based on a (4) four-month construction phase. The total approximate construction observation cost is based on 5/10 hr. days per week and round-trip travel for observer. The total approximate construction administration cost is based on (12) twelve hours/per week and travel for project meetings. The total approximate construction testing cost is $15,000 and will be billed as a pass-through cost to the City per the rates in the provided rate table by Atlantic Testing. The construction administration and observation will be billed hourly and the expenses will be billed direct. Please see the attached spreadsheet for explanation of costs.

Construction Administration	Hourly/NTE	$ 32,480.00
Construction Observation (Full Time)	Hourly/NTE	$ 93,440.00
Construction Testing Services (Subconsultant)	Estimated	$ 15,00.00
Project Closeout and Record Drawings	Hourly/NTE	$ 10,134.00
Reimbursable Expenses (Mileage and Printing)	Estimated	$ 7,100.00
Total Estimated Fee		***$ 158,154.00***

Again, thank you for requesting this proposal from C.T. Male Associates. Should you have any questions regarding this proposal, please do not hesitate to call me directly at 518.848.3533 or j.tennis@ctmale.com.

Sincerely,

C.T. MALE ASSOCIATES
Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C.

Jake Tennis, P.E.
Project Manager

Charles R. Kortz, P.E.
Civil Division Manager

RESOLUTION NO.: ___222___ - 2020

OF

SEPEMBER 28, 2020

A RESOLUTION AMENDING THE 2020 PERSONNEL SERVICES BOOK FOR THE CITY OF NEWBURGH, NEW YORK TO REFLECT TWO CLERK POSITIONS IN THE CITY OF NEWBURGH POLICE DEPARTMENT

WHEREAS, the 2020 Budget for the City of Newburgh Police Department provided for two part-time clerks; and

WHEREAS, the 2020 Personnel Services Book was adopted incorrectly reflecting the job title of account clerk for the two part-time clerks in the Police Department; and

WHEREAS, a correction to the 2020 Personnel Services Book is necessary to change the title of the two part-time account clerk positions to two part-time clerk positions and will not change the net number of positions in the Police Department but requires an amendment to the 2020 Personnel Book to reflect the correction of the job titles;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Personnel Analysis Book for the fiscal year 2020 be amended to change the job title of two part-time account clerks to two part-time clerks.

RESOLUTION NO.: ____223____ - 2020

OF

SEPTEMBER 28, 2020

RESOLUTION AMENDING RESOLUTION NO: 288-2019, THE 2020 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK TO ADJUST SEWER FUND REVENUE FOR REIMBURSEMENT FROM THE ENVIRONMENTAL FACILITIES CORPORATION

WHEREAS, it is necessary to adjust the 2020 Sewer Fund Budget to reflect a reimbursement from the Environmental Facilities Corporation for Project #C3-7332-09-75 and 76 to cover expenses paid in 2018; the same being in the best interest of the City of Newburgh;

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

Revenue		Increase
G.0000.2702	Prior Year Revenue	$59,211.80
G.8130.0448.0006	Other Services- Misc. Contracts	$35,526.74
G.1440.0448	Other Services	$23,685.06

EXHIBIT C

ESTIMATED PROJECT COSTS

CWSRF Project No.: C3-7332-09-76
Storm Mitigation Loan Program (SMLP)
Recipient: City of Newburgh
County: Orange

ESTIMATED PROJECT COSTS		
Construction Costs - Liberty and Grand Street Sewer Improvements Contract No. 1 - General Construction - Metra Industries, Inc. (Contract Dated December 8, 2017) - (Bid including C.O.'s 1G - 5G)	$	3,298,115.00
DISBURSEMENT SUBJECT TO PENDING APPROVAL(S)		
Construction Costs -Grand Street Sewer Repair and Camera Extraction Emergency Work TAM Enterprises, Inc. - Emergency Procurement Letter Dated May 15, 2020 - (Lump Sum) - (Pending NYSEFC approval of emergency work invoice)		55,186.85
TOTAL PROJECT COSTS	$	**3,353,301.85**
Less: Storm Mitigation Loan Program Grant [1]		(600,375.00)
Less: SRF Principal Payment		(65,700.00)
Less: Municipal Contribution		(0.85)
TOTAL PROJECT COSTS FUNDED	$	**2,687,226.00**
SRF LONG-TERM INTEREST-FREE FINANCING	$	**1,456,190.00**
SRF LONG-TERM INTEREST-FREE HARDSHIP FINANCING	$	**1,231,036.00**

EXHIBIT C

ESTIMATED PROJECT COSTS

CWSRF Project No.: C3-7332-09-75
Storm Mitigation Loan Program (SMLP)
Recipient: City of Newburgh
County: Orange

ESTIMATED PROJECT COSTS		
Engineering - Barton and Loguidice, D.P.C., Agreement dated January 16, 2014 [1]		
Initial Study Phase and NYSEFC Application Assistance (Lump Sum)	$	19,900.00
Engineering - Barton and Loguidice, D.P.C., Agreement dated November 25, 2014 (including Amendment Nos. 1-4)		
Preliminary Design Services (Lump Sum)		13,600.00
Topographic Surveying & Mapping (Lump Sum)		15,000.00
Subsurface Investigation (Lump Sum)		20,500.00
Final Design Services (Lump Sum)		57,500.00
M/WBE Representative (Lump Sum)		5,000.00
Bidding Services (Lump Sum)		5,000.00
CDBG Administrative Services During Construction (Lump Sum)		15,000.00
Construction Administration Services (Lump Sum)		170,500.00
Construction Observation Services (Estimate)		261,451.27
Additional CWSRF Funding Reporting/Compliance (Lump Sum)		10,000.00
Additional GOSR/CDBG Funding Reporting/Compliance (Lump Sum)		7,000.00
Bond Counsel - Harris Beach PLLC (Agreement dated January 29, 2018)		
Short-Term Financing (Not-To-Exceed)		7,566.27
Long-Term Financing (Not-To-Exceed)		12,073.00
Other Costs		
Miscellaneous (Estimate)		716.66
DISBURSEMENT SUBJECT TO PENDING APPROVAL(S)		
Engineering - Barton and Loguidice, D.P.C.		
Construction Administration Services (Estimate) - (Pending receipt and approval of Amendment No. 5)		5,000.00
Additional CWSRF Funding Reporting/Compliance (Estimate) - Pending receipt and approval of Amendment No. 5)		(5,000.00)
Other Costs		
Miscellaneous (Estimate) - (Pending NYSEFC approval of emergency work invoices)		4,025.80
TOTAL PROJECT COSTS	$	**624,833.00**
Less: Municipal Contribution		(19,900.00)
Less: SRF Principal Payments		(14,800.00)
TOTAL PROJECT COSTS FUNDED	$	**590,133.00**
SRF LONG-TERM INTEREST-FREE FINANCING	$	**277,625.00**
SRF LONG-TERM INTEREST-FREE HARDSHIP FINANCING	$	**312,508.00**

[1] Engineering costs associated with the project will be paid with a Municipal Contribution.

NYS Environmental Facilities Corporation
Phone: (518) 402-7085
Fax: (518) 402-7086

Prepared on 07/29/2020

Cost Summary
Newburgh C, C3-7332-09-75

Request No. _____

Contractor Name / Cost Description		Contract Date	Contract Amt	Eligible Amt	Disbursed To Date	Project Cost To Date	Elig. Contract Amt. Remaining	Costs Requested
Barton & Loguidice, D.P.C.		**01/16/2014**	**$19,900.00**	**$19,900.00**	**$0.00**	**$19,900.00**	**$19,900.00**	
Engineering	Initial Study and NYSEFC Application Assistance	Lump Sum	$19,900.00	$19,900.00	$0.00	$19,900.00	$19,900.00	(non-SRF)
Barton & Loguidice, D.P.C.		**11/25/2014**	**$580,551.27**	**$580,551.27**	**$575,551.27**	**$580,551.27**	**$5,000.00**	
Engineering	Additional CWSRF Funding Reporting/Compliance	Lump Sum	($5,000.00)	$0.00	$0.00	$0.00	$0.00	(conditioned)
	Additional CWSRF Funding Reporting/Compliance	Lump Sum	$10,000.00	$10,000.00	$5,000.00	$5,000.00	$5,000.00	
	Additional GOSR/CDBG Funding Reporting/Compliance	Lump Sum	$7,000.00	$7,000.00	$7,000.00	$7,000.00	$0.00	
	Bidding Services	Lump Sum	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$0.00	
	CDBG Administrative Services During Construction	Lump Sum	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$0.00	
	Construction Administration Services	Lump Sum	$170,500.00	$170,500.00	$170,500.00	$175,500.00	$0.00	
	Construction Administration Services	Lump Sum	$5,000.00	$0.00	$0.00	$0.00	$0.00	(conditioned)
	Construction Observation Services	Estimate	$261,451.27	$261,451.27	$261,451.27	$261,451.27	$0.00	
	Final Design Services	Lump Sum	$57,500.00	$57,500.00	$57,500.00	$57,500.00	$0.00	
	M/WBE Representative	Lump Sum	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$0.00	
	Preliminary Design Services	Lump Sum	$13,600.00	$13,600.00	$13,600.00	$13,600.00	$0.00	
	Subsurface Investigation	Lump Sum	$20,500.00	$20,500.00	$20,500.00	$20,500.00	$0.00	
	Topographic Surveying & Mapping	Lump Sum	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$0.00	
Harris Beach PLLC		**01/29/2018**	**$19,639.27**	**$19,639.27**	**$7,566.27**	**$7,566.27**	**$12,073.00**	
Bond Counsel	Long-Term Financing	Not to Exceed	$12,073.00	$12,073.00	$0.00	$0.00	$12,073.00	

NYS Environmental Facilities Corporation
Phone: (518) 402-7085
Fax: (518) 402-7086

Prepared on 07/29/2020

Cost Summary
Newburgh C, C3-7332-09-75

Request No. _____

Contractor Name / Cost Description		Contract Date	Contract Amt	Eligible Amt	Disbursed To Date	Project Cost To Date	Elig. Contract Amt Remaining	Costs Requested
Harris Beach PLLC		**01/29/2018**	**$19,639.27**	**$19,639.27**	**$7,566.27**	**$7,566.27**	**$12,073.00**	
Bond Counsel	Short-Term Financing	Not to Exceed	$7,566.27	$7,566.27	$7,566.27	$7,566.27	$0.00	
Miscellaneous		**05/03/2017**	**$4,742.46**	**$4,741.74**	**$715.94**	**$4,741.74**	**$4,025.80**	
Other	Miscellaneous	Estimate	$4,742.46	$4,741.74	$715.94	$4,741.74	$4,025.80	
New contracts (include copy of contract with request):								
		PROJECT TOTALS FOR C3-7332-09-75:	**$624,833.00**	**$624,832.28**	**$583,833.48**	**$612,759.28**		

LESS OFFSETS: _____

TOTAL NET REQUESTED FOR THIS DISBURSEMENT: _____

NYS Environmental Facilities Corporation
Phone: (518) 402-7085
Fax: (518) 402-7086

Prepared on 07/29/2020

Cost Summary
Newburgh C, C3-7332-09-76

Request No. _____

Contractor Name / Cost Description		Contract Date	Contract Amt	Eligible Amt	Disbursed To Date	Project Cost To Date	Elig. Contract Amt. Remaining	Costs Requested
Metra Industries, Inc. (Contract No. 1)		**12/08/2017**	**$3,298,115.00**	**$3,298,115.00**	**$3,298,115.00**	**$3,298,115.00**	**$0.00**	
Construction	Liberty & Grand Street Sewer Improvements - General Construction	Lump Sum	$3,298,115.00	$3,298,115.00	$3,298,115.00	$3,298,115.00	$0.00	
TAM Enterprises, Inc.		**05/15/2020**	**$55,186.85**	**$55,186.85**	**$0.00**	**$55,186.85**	**$55,186.85**	
Construction	Grand Street Sewer Repair and Camera Extraction (Emergency Work)	Lump Sum	$55,186.85	$55,186.85	$0.00	$55,186.85	$55,186.85	

NYS Environmental Facilities Corporation
Phone: (518) 402-7085
Fax: (518) 402-7086

Prepared on 07/29/2020

Cost Summary
Newburgh C, C3-7332-09-76

Request No. _____

Contractor Name / Cost Description		Contract Date	Contract Amt	Eligible Amt	Disbursed To Date	Project Cost To Date	Elig. Contract Amt. Remaining	Costs Requested
Contingency		**02/11/2015**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	
Contingency	Contingency	Estimate	$0.00	$0.00	$0.00	$0.00	$0.00	(not releaseable)
New contracts (include copy of contract with request):								
PROJECT TOTALS FOR C3-7332-09-76:			**$3,353,301.85**	**$3,353,301.85**	**$3,298,115.00**	**$3,353,301.85**		

LESS OFFSETS: _____

TOTAL NET REQUESTED FOR THIS DISBURSEMENT: _____

From:	Venning, Todd
To:	Kelson, Michelle; Reilly, Helen
Subject:	RE: update for EFC adjustment in Novus
Date:	Friday, September 18, 2020 11:11:49 AM

No. Just the dollar amounts.

TODD VENNING, J.D., M.S.
CITY COMPTROLLER/CFO
City Hall
83 Broadway
Newburgh, N.Y. 12550
845 569 7322
TVenning@cityofnewburgh-ny.gov

From: Kelson, Michelle
Sent: Friday, September 18, 2020 11:11 AM
To: Reilly, Helen <HReilly@cityofnewburgh-ny.gov>
Cc: Venning, Todd <TVenning@cityofnewburgh-ny.gov>
Subject: RE: update for EFC adjustment in Novus

Do we need to update and/or replace the backup information that was submitted? If so, please send ASAP. Thank you.

Michelle Kelson
Corporation Counsel
City of Newburgh
83 Broadway
Newburgh, NY 12550
Phone: (845) 569-7335
Fax: (845) 569-7338
mkelson@cityofnewburgh-ny.gov

From: Reilly, Helen
Sent: Friday, September 18, 2020 9:46 AM
To: Kelson, Michelle <MKelson@cityofnewburgh-ny.gov>
Subject: RE: update for EFC adjustment in Novus

Thank you

From: Kelson, Michelle
Sent: Friday, September 18, 2020 9:43 AM
To: Reilly, Helen <HReilly@cityofnewburgh-ny.gov>; Venning, Todd <TVenning@cityofnewburgh-ny.gov>
Cc: Garrison, Elizabeth <EGarrison@cityofnewburgh-ny.gov>; Morris, Jason

<JMorris@cityofnewburgh-ny.gov>
Subject: RE: update for EFC adjustment in Novus

I'll re-do the resolution.

Michelle Kelson
Corporation Counsel
City of Newburgh
83 Broadway
Newburgh, NY 12550
Phone: (845) 569-7335
Fax: (845) 569-7338
mkelson@cityofnewburgh-ny.gov

From: Reilly, Helen
Sent: Friday, September 18, 2020 9:42 AM
To: Venning, Todd <TVenning@cityofnewburgh-ny.gov>; Kelson, Michelle <MKelson@cityofnewburgh-ny.gov>
Cc: Garrison, Elizabeth <EGarrison@cityofnewburgh-ny.gov>; Morris, Jason <JMorris@cityofnewburgh-ny.gov>
Subject: update for EFC adjustment in Novus

Good morning,

I spoke with Paul Johnson from EFC yesterday and the amounts for the adjustment were reduced by .85 cents.

New numbers are: G.0000.2702 $59,211.80
G.8130.448.0006 $35,526.74
G.1440.0448 $23,685.06

Thanks,
Helen

RESOLUTION NO.: 224 - 2020

OF

SEPTEMBER 28, 2020

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 257 GIDNEY AVENUE (SECTION 7, BLOCK 10, LOT 14.1) AT PRIVATE SALE TO ROSELIA MARQUEZ FOR THE AMOUNT OF $38,000.00

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 257 Gidney Avenue, being more accurately described as Section 7, Block 10, Lot 14.1 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 purchasers upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH,** such sums are to be paid on or before December 31, 2020, being approximately ninety (90) days from the date of this resolution; and

Property address	Section, Block, Lot	Purchaser	Purchase Price
257 Gidney Avenue	7 – 10 – 14.1	Roselia Marquez	$38,000.00

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
257 Gidney Avenue, City of Newburgh
(SBL: 7-10-14.1)

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 <u>not</u> 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 **$3,500.00** 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: _____

_____

ROSELIA MARQUEZ

Listing and Offer History of 257 Gidney Avenue

Listing -

257 Gidney was offered for sale by River Realty beginning on June 26, 2020. It was listed for $34,900. It was only being offered to an owner-occupant purchaser. It needs considerable work.

Offers -

Offer received on 7/10/2020 (Espitia) for a $36,000 purchase price and estimated about $20,000 for repairs. On 7/13/2020 asked purchaser to revise repair estimate and submit more proof of funds (pof). **Purchaser withdrew offer 7/13/2020.**

Offer received on 7/15/2020 (Cohen & Peck) for a $25,000 purchase price and $25,000 in repairs. On 7/16/2020 asked purchaser to amend repair estimate and submit more proof of funds. **No revisions were received.**

Offer received on 8/18/2020 (Ellison) for $35,000 purchase price and $55,000 in repairs. **On 8/19/2020 we rejected the offer because the buyer purchased a vacant house on 64 Campbell Street and has not registered the building on the vacant building registry, had two violations, and has not submitted any building permits for any renovations.**

Offer received on 7/29/2020 (Camacho) for a $34,900 purchase price and $42,700 in repairs. On 7/30/2020 asked purchaser to revise repair estimate and submit more proof of funds. Revised repair estimate received on 8/13/2020 for $66,000 but did not show sufficient funds. Asked to provide additional proof of funds on 8/17/2020. Received $11,000 in additional proof of funds on 8/27/2020. The buyer is a current resident of the Town of New Windsor and would be a first time homeowner and owner occupy this property. She is experienced in the construction business.

Offer received on 9/1/2020 (Marquez) for $34,900 purchase price with an estimate of $70,000 to $80,000 in repairs. They show enough in proof of funds to cover repair and purchase price. The buyer is currently residing in Philadelphia and when moving to Newburgh will owner occupy this property.

Offer received on 9/8/2020 (Olympia) for $18,000 purchase price with an estimate of $63,140 in repairs. They show enough in funds to cover the purchase price and repairs. The buyer currently owns a condominium unit in The Foundry where he currently lives. He says he will be occupying 257 Gidney as an owner-occupant. We can get clarification on whether he intends to sell his condominium or rent it, and confirm his owner-occupancy intention.

On Thursday, September 10, River Realty was instructed to obtain the "Highest and Best" offer from the three purchasers: Camacho, Marquez and Olympia. The deadline for submission was 10:00 am on Monday, September 14.

On Monday, September 14, the final offers were received: Camacho, $34,900 (no change); Marquez, increased to $38,000; and Olympia, increased to $20,500. After internal review, it was decided to present Ms. Marquez's offer – the highest offer of $38,000 - to the City Council. River Realty notified all the applicants on Tuesday, September 15.

Proposal Form

Contact Information:

Name: Roselia Marquez
Business Name (If Applicable): _____
Address: 4400 Ashburner St.
City, State & Zip: ~~Brooklyn~~ Philadelphia PA 19136
Home phone: 646 836 1047
Business Phone: _____
Mobile Phone: _____
E-mail: Rosse_Marquez@Hotmail.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.): N/A.

Are you current on all municipal obligations (taxes, water charges, etc.)?
Yes ____ No X (attach explanation) N/A ___ (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 X N/A ___ (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

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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: 257 Gidney Avenue. Newburgh

S-B-L#: Newburgh City 12550.
SBL 7-10-14.1

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 X No___

____ Commercial ____ Industrial

____ Vacant Land (Proposed Use: _____)

Offer Purchase Price: ~~$ 34,900~~ $38,000 BM

(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: $ ~~170,000~~ 180,000
Between

Who will be doing the work? ____Self X 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: Juan Guzman.
Architect: _____
Engineer: _____

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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:

- Description of renovation plan with preliminary budget
- Verification of financial capacity
- 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 _____ Date 9/29/20

Rosalia Marquez
Print Name

Submit Application to:

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

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Cross Property 360 Property View

257 Gidney Avenue, Newburgh, NY 12550, Orange County

Listing

MLS#:	6047998 *Active*	List Price:	$34,900
Addr:	257 Gidney Avenue		
PO:	Newburgh	Orange County	
City/Town:	Newburgh City	Zip:	12550-3349
Village:	None	Hamlet/Loc.:	
Street Type:		Avail 4/Lease:	No

P Type:	Single Family	Type:	Detached
Sub/Devel:		55+ Comm:	No
Beds:	3 SqFt: 646	Acre(s):	0.1874
Baths:	1 (1 0) Rooms: 6	Levels:	2.00
Style:	Two Story	Model:	
Wtr Access:	PUD:	Builders Lot #:	

Sch Dist:	Newburgh	Elem:	Magnet
Jr High:	Magnet	High:	NFA

Recent:	06/26/2020 : New Listing	LSC:	New Listing	Last Ext:	
Basement:	Full	Attic:	Walkup	Fireplaces:	
Addl Fees:	No	Yr Blt:	1900/Estimated	Yr Reno:	
Addl Fee Des:		Cnstrctn:	Frame		

Tax ID#:	331100.007.000-0010-014.100/0000	Tax:	$4,067	Tax Year:	2020(Municipality)
Taxes Include:		Assmt:	$85,000	Monthly HOA:	
Avail Financing:		HOA$ Inc:			

Amenities:			
Includes:			
Excludes:			
Parking:	Off-Street Parking	Elec Co:	
Heat Zones/Type:	Hot Water, Steam	Fuel:	Natural Gas
A/C:	None	Water:	Municipal
Hot Water:	Gas Stand Alone	Sewer:	Municipal
Garbage:	Public	Siding:	Vinyl
Lot Description:			

Public Remarks

Three bedroom home on quiet street. Located near most shopping, schools and amenities. Join in Newburgh's renaissance! City of Newburgh owned property. Property is only available to owner occupant purchasers at this time. All offers subject to final approval by City Council. 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:	Buyer and agent must sign Release of Liability form before accessing property. E-Mail signed form to Showings@Riverrealty.com
Access for Show:	Broker
Directions:	Route 9W North left on Gidney Avenue.

Appt Ph:		Appt Ph 2:		DOM:	
Owner:	City Of Newburgh	REO:	Yes	Org Price:	$34,900
LA:	(28180) Brian T. Smith	LA Ph:	(845) 486-1100	Mod/Excl:	NONE
LA Email:	bsmith@riverrealty.com			List Dt:	06/26/2020
LO:	(RIVMNG) River Realty Services, Inc.	LO Ph:	(845) 564-2800	Expire Dt:	12/26/2020
CLA:	(37432) Lee A Raphael	CLA Ph:	(845) 564-2800	Agr Type:	ERS
CLA Email:	lraphael@riverrealty.com			Neg Thru:	Listing Agent
CLO:	(RIVMNG) River Realty Services, Inc.	CLO Ph:	(845) 564-2800	$/SqFt:	$54.02
SA:	0 BA: $1250	BRA:	0	TOM Dt:	
		OBD:		OM Date:	

Prepared By: Donna Challacombe

Date Printed: 06/26/2020

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River | Realty Services, Inc.

Kerly Scialpi
845.597.4617 direct
845.564.2800 x117 office | 845.564.0700 fax
E-mail: Kscialpi@riverrealty.com

PURCHASE AGREEMENT

Date: 8/29/2020

I (We) Rosilia Marquez propose to purchase 257 Gidney Ave owned by City of Newburgh Newburgh, NY 12550.

Terms of the offer as follows:

Purchase Price:	~~$34,900~~	RN $38,000
Seller Concession (if applicable)	10	
Amount due on contract signing:	$3500	
Mortgage Down Payment (LTV _____ %):		
Amount due at closing:	~~$31,400~~	RN $34,500
Contracts to be signed on or about:	ASAP	

Closing to be (☒ _____ on or about) or (Oct 29, 2020 on or before): _____

Personal Property included in sale: _____

This sale is contingent upon (✓) attorney review of a formal contract, (____) buyer to perform an engineer inspection within (____) days, (✓) 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 _____ 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:

Rosilia Marquez (KS)	
Purchaser	Seller
Purchaser	Seller
Purchaser Address	Seller Address
Purchaser Phone	Seller Phone
Nydia Barbara	
Purchaser Attorney	Seller Attorney
845 784 1781 NYDLaw@aol.com	/
Purchaser Attorney Phone / E-mail	Seller Attorney Phone / E-mail:
Agent Name: Kelly Scialpi of River Realty Services, Inc.	Listing Agent: _____ of _____
Phone: 597 4617 Fax: _____	Phone: _____ Fax: _____
Email: KScialpi@riverrealty.com	Email: _____

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New York State Disclosure Form for Buyer and Seller

function as the seller's agent representing the interests of and advocating on behalf of the seller in the negotiations between the buyer and seller. A designated sales agent cannot provide the full range of fiduciary duties to the landlord or tenant. A designated sales agent cannot provide full range of fiduciary duties to the buyer or seller. The designated sales agent must explain that like the dual agent under whose supervision they function, they cannot provide undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship with designated sales agents before agreeing to such representation. A seller or buyer provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

This form was provided to me by Kerly Scialpi *(Print Name of Licensee)* of River Realty Services Inc. *(Print Name of Company, Firm or Brokerage)*

a licensed real estate broker acting in the interest of the:

- [x] Seller as a *(check relationship below)*
  - [x] Seller's Agent
  - [ ] Broker's Agent
- [ ] Buyer as a *(check relationship below)*
  - [ ] Buyer's Agent
  - [ ] Broker's Agent
- [ ] Dual Agent
- [ ] Dual Agent with Designated Sales Agent

For advance informed consent to either dual agency or dual agency with designated sales agents complete section below:

- [ ] Advance Informed Consent Dual Agency
- [ ] Advance Informed Consent to Dual Agency with Designated Sales Agents

If dual agent with designated sales agents is indicated above: _____ is appointed to represent the buyer; and _____ is appointed to represent the seller in this transaction.

(I) (We) Roselia Marquez acknowledge receipt of a copy of this disclosure form:

Signature of [x] Buyer(s) and/or [ ] Seller(s):

Date: 8/29/20 Date: _____

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ESTIMATE

Roselia Marquez
4400 Ashburner St
Philadelphia , Pa 19136

(845) 597-4617

Brothers Construction

Phone: (845) 334-1756
Email: mtinajero74@yahoo.com

Estimate #	000077
Date	09/01/2020
Business / Tax #	091575673

Description	Total
Repair Cost Estimate and Schedule Roof, gutters/downspouts, windows, Doors, siding trim, exterior painting. $28,400 Interior ,clean out, interior Demolition, heating system and furnace, Plumbing, electric, baths, kitchens, insulation/Drywall, Interior, doors, trim, interior painting and flooring, Interior price, $62,000	$90,000.00

Subtotal	$90,000.00
Total	**$90,000.00**

Roselia Marquez

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		$4,000.00	$3,500.00	$7,500.00
GUTTERS/DOWNSPOUTS		$1,800.00	$1,500.00	$3,300.00
WINDOWS		$3,500.00	$3,000.00	$6,500.00
DOORS		$1,400.00	$1,200.00	$2,600.00
SIDING/TRIM/EXTERIOR PAINTING		$4,000.00	$4,500.00	$9,500.00
FOUNDATION		$0.00	$0.00	$0.00
STEPS, PORCHES, DECKS		$0.00	$0.00	$0.00
LANDSCAPING		$0.00	$0.00	$0.00
OTHER:		$0.00	$0.00	$0.00
EXTERIOR REPAIR SUBTOTAL				$28,400.00
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		$2,000.00	$3,000.00	$5,000.00
REMEDIATION - LEAD AND/OR ASBESTOS		$0.00	$0.00	$0.00
HEATING SYSTEM (FURNACES)		$3,500.00	$2,500.00	$6,000.00
HOT WATER HEATERS		$0.00	$0.00	$0.00
PLUMBING		$1,500.00	$2,500.00	$4,000.00
ELECTRIC		$4,500.00	$6,000.00	$10,500.00
BATH(S)		$3,500.00	$4,000.00	$7,500.00
KITCHEN(S)		$2,500.00	$3,500.00	$6,000.00
INSULATION/DRYWALL		$4,000.00	$3,000.00	$7,000.00
INTERIOR DOORS		$2,000.00	$2,500.00	$4,500.00
TRIM/INTERIOR PAINTING		$1,500.00	$3,000.00	$4,500.00
FLOORING		$3,000.00	$4,000.00	$7,000.00
EXTERIOR TOTAL				
INTERIOR REPAIR SUBTOTAL				$62,000.00
SOFT COSTS: ASBESTOS/LEAD TESTING, SURVEY, ARCHITECT, ETC.				
CONTINGENCY AMOUNT (PERCENTAGE OF TOTAL - 10%, 15%, 20%)		0%		$90,000.00
TOTAL (WITH APPLICABLE SOFT COSTS & CONTINGENCY				

REPUBLIC BANK
Two Liberty Place
50 South 16th Street • Suite 2400
Philadelphia • PA • 19102

August 25, 2020

To whom this may concern:

This letter is to inform you that Rosella Marquez has been a loyal customer to Republic Bank since May 8, 2020. Rosella currently has a positive balance of $45,119.54 as of August 25, 2020 in her checking account ending in **7587. Any questions or concerns please feel free to call me anytime at (215) 708-9890.

Best Regards,

Natalie Cooper

Scanned with CamScanner

WELLS FARGO

HELLERMAN BRANCH
6420 FRANKFORD AVE
PHILADELPHIA PA, 19135

wellsfargo.com

August 25, 2020

ROSELIA MARQUEZ
4400 ASHBURNER ST
PHILADELPHIA PA, 19136

Dear : To whom it may concern

This letter is to indicate that the Customer named above has the following deposit accounts with Wells Fargo Bank, N.A.

Account Number *(Last 4-digits)*	Date Opened	Current Balance*
7747	09/23/2014	$47,870.94
4814	09/23/2014	$38,722.58

*The Current Balance provided above is the opening available balance as of the date of this letter but such balance does not include any uncollected items and/or amounts that have not yet been posted to such account as of the date hereof.

Important Disclosures

The recipient of this information hereby acknowledges that Wells Fargo ("we", "us") does not represent or warrant that the information provided herein is complete or accurate, and any errors or omissions in the information shall not be a basis for a claim against us. This information may not disclose the entire relationship the Customer maintains with us.

This information is subject to change at any time without notice. We are not obligated to notify the recipient of any change in this information, or if any deposit account relationship referenced herein is, or is in the process of being, modified, terminated, or cancelled, unless we are required to do so by law or under the terms of the applicable deposit account agreement.

This letter does not constitute a guaranty of future balances or credit support of any nature, nor do we accept any duty, responsibility, liability or obligation that may arise from providing this letter, including any reliance upon the information or for any loss or damage that may result.

If you have any questions, please contact me at: **(215) 335-0220**

A representative will be happy to assist you, as follows:

Monday - Thursday:	Open	**9:00 AM**	Close	**5:00 PM**	**Eastern Time**
Friday:	Open	**9:00 AM**	Close	**5:00 PM**	**Eastern Time**
Saturday:	Open	**9:00 AM**	Close	**12:00 PM**	**Eastern Time**

Thank you. We appreciate your business.

Sincerely,

HECTOR GENOVA
SERVICE MANAGER II
WELLS FARGO RETAIL BANKING

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594822 (Rev 05 - 06/20)

Scanned with CamScanner

Property Proposal Summary

Location:	**257 Gidney Avenue** (west side of Gidney Avenue between Roe Street and Columbus Avenue)
Tax Map Number:	7-10-14.1
Property Class:	210—One Family Residential
Zoning:	RL—Residential Low Density
Description:	Detached Single Family, Bungalow-Style Home; Year Built (1900+/-); 646sf plus finished basement; lot size: 77 x 106
Condition:	Poor
Assessed Value:	$ 70,000 (2020 Assessment)
Annual Taxes:	$ 3,350 +/-
Selling Price:	$ 34,900
Date city acquired:	**August 2019**

Offer Information:

Name:	Roselia Marquez
Offer Price:	**$ 38,000**
Construction Estimate:	$ 90,000 +/-
Proof of Financing:	Republic Bank and Wells Fargo accounts

Comments: As can be seen by the photos, this house needs extensive repairs: front porch, kitchen, baths, plumbing electric, etc. It has an unusual floor plan—the kitchen is located in the finished walk -out basement.

The City received several offers on this building. (See the attached Listing and Offer History.) Many of the offers underestimated the repairs needed and the cost of the repairs. This offer was the "highest and best" offer that was received.

The buyer is relocating from Philadelphia to Newburgh so that she can be close to her son. Her son has been living in the City of Newburgh for the past several years. He currently rents an apartment on Lutheran Street. He will probably also live with her once the house at 257 Gidney Avenue is renovated.

Ms. Marquez has reached out to a local contractor for an estimate to repair the building. The estimate appears to be commensurate with the work that is needed.

257 Gidney Avenue Photos

RESOLUTION NO.: __225___-2020

OF

SEPTEMBER 28, 2020

A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED ISSUED TO HABITAT FOR HUMANITY OF GREATER NEWBURGH, INC. TO THE PREMISES KNOWN AS 58 CARSON AVENUE (SECTION 45, BLOCK 6, LOT 26)

WHEREAS, on January 4, 2000, the City of Newburgh conveyed property located at 58 Carson Avenue, being more accurately described on the official Tax Map of the City of Newburgh as Section 45, Block 6, Lot 26, to Habitat for Humanity of Greater Newburgh, Inc.; and

WHEREAS, the attorney representing the current seller in the sale of the premises has requested a release of the restrictive covenants contained in the deed from the City of Newburgh in order to facilitate the sale; and

WHEREAS, it has been determined that such release be granted; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh and its further development 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, 6, and 7 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 58 Carson Avenue, Section 45, Block 6, Lot 26 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, 5, 6, and 7 in a deed dated January 4, 2000, from THE CITY OF NEWBURGH to HABITAT FOR HUMANITY OF GREATER NEWBURGH, INC., recorded in the Orange County Clerk's Office on March 1, 2000, in Liber 5252 of Deeds at Page 220 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.:

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.

_____

ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE
THIS PAGE IS PART OF THE INSTRUMENT – DO NOT REMOVE

YPE NAME(S) OF PARTY(S) TO DOCUMENT: BLACK INK

City of Newburgh

TO

Habitat for Humanity of Greater Newburgh, Inc.

SECTION 45 BLOCK 6 LOT 26

RECORD AND RETURN TO:
(Name and Address)

Habitat for Humanity of Greater Newburgh, Inc.
P.O. Box 1694
Newburgh, NY 12550

IERE IS NO FEE FOR THE RECORDING OF THIS PAGE

ATTACH THIS SHEET TO THE FIRST PAGE OF EACH

RECORDED INSTRUMENT ONLY

DO NOT WRITE BELOW THIS LINE

STRUMENT TYPE: DEED X MORTGAGE ___ SATISFACTION ___ ASSIGNMENT ___ OTHER ___

PROPERTY LOCATION

___ 2089 BLOOMING GROVE (TN)
___ 2001 WASHINGTONVILLE (VLG)
___ 2289 CHESTER (TN)
___ 2201 CHESTER (VLG)
___ 2489 CORNWALL (TN)
___ 2401 CORNWALL (VLG)
___ 2600 CRAWFORD (TN)
___ 2800 DEERPARK (TN)
___ 3089 GOSHEN (TN)
___ 3001 GOSHEN (VLG)
___ 3003 FLORIDA (VLG)
___ 3005 CHESTER (VLG)
___ 3200 GREENVILLE (TN)
___ 3489 HAMPTONBURGH (TN)
___ 3401 MAYBROOK (VLG)
___ 3689 HIGHLANDS (TN)
___ 3601 HIGHLAND FALLS (VLG)
___ 3889 MINISINK (TN)
___ 3801 UNIONVILLE (VLG)
___ 4089 MONROE (TN)
___ 4001 MONROE (VLG)
___ 4003 HARRIMAN (VLG)
___ 4005 KIRYAS JOEL (VLG)

___ 4289 MONTGOMERY (TN)
___ 4201 MAYBROOK (VLG)
___ 4203 MONTGOMERY (VLG)
___ 4205 WALDEN (VLG)
___ 4489 MOUNT HOPE (TN)
___ 4401 OTISVILLE (VLG)
___ 4600 NEWBURGH (TN)
___ 4800 NEW WINDSOR (TN)
___ 5089 TUXEDO (TN)
___ 5001 TUXEDO PARK (VLG)
___ 5200 WALLKILL (TN)
___ 5489 WARWICK (TN)
___ 5401 FLORIDA (VLG)
___ 5403 GREENWOOD LAKE (VLG)
___ 5405 WARWICK (VLG)
___ 5600 WAWAYANDA (TN)
___ 5889 WOODBURY (TN)
___ 5801 HARRIMAN (VLG)

CITIES

___ 0900 MIDDLETOWN
X 1100 NEWBURGH
___ 1300 PORT JERVIS

___ 9999 HOLD

NO. PAGES 6 CROSS REF ___
CERT. COPY ___ AFFT. ___

PAYMENT TYPE: CHECK X
CASH ___
CHARGE ___
NO FEE ___

CONSIDERATION $ ___
TAX EXEMPT ___

MORTGAGE AMT $ ___
DATE ___

MORTGAGE TYPE:
___ (A) COMMERCIAL
___ (B) 1 OR 2 FAMILY
___ (C) UNDER $10,000.
___ (E) EXEMPT
___ (F) 3 TO 6 UNITS
___ (I) NAT.PERSON/CR.UNION
___ (J) NAT.PER-CR.UN/I OR 2
___ (K) CONDO

RECEIVED FROM: Horizon

Donna L. Benson
DONNA L. BENSON
Orange County Clerk

LIBER 5252 PAGE 220

LIBER 5252 PAGE 220

ORANGE COUNTY CLERKS OFFICE 11778 MRL
RECORDED/FILED 03/01/2000 03:57:58 PM

FEES 53.00 EDUCATION FUND 5.00
SERIAL NUMBER: 006903
DEED CNTL NO 52888 RE TAX .00

THIS INDENTURE, made the 4th day of January in the year two thousand

BETWEEN:

THE CITY OF NEWBURGH, a municipal corporation organized under the laws of the State of New York and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, party of the first part, and HABITAT FOR HUMANITY OF GREATER NEWBURGH, INC., a nonprofit organization having its principal office at P.O. Box 1694, Newburgh, New York 12551, party of the second part.

WITNESSETH, that the party of the first part, in consideration of one dollar ($1.00) paid by the party of the second part, does hereby remise, release and quitclaim unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the State of New York, County of Orange and City of Newburgh, known as 58 Carson Avenue in the City of Newburgh and being more accurately described as Section 45, Block 6, Lot 26, on the Official Tax Map of The City of Newburgh.

SUBJECT TO all easements, covenants and restrictions of record, except as hereinafter stated.

SUBJECT TO all easements, covenants and restrictions of record and not of record existing in favor of The City of Newburgh prior to the vesting of title to the described premises in The City of Newburgh.

BEING the same premises indicated as In Rem No. 83 in a deed from Dorothy A. Foster to The City of Newburgh, dated March 3, 1999, and recorded in the Orange County Clerk's Office on March 4, 1999 in Liber 5004 of Deeds at page 37.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to such premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part forever.

The party of the second part expressly covenants and agrees that:

(1) that the premises herein described be sold as a single family home to partner families; that the Grantee shall not profit from the sale of renovated homes; and that the improvements be constructed and/or renovated with sweat equity consisting of four-hundred (400) hours of work from the prospective homeowners (for households with two employed adults); and two hundred fifty hours of work from the prospective homeowner (for households with one employed adult); and financed with affordable no interest mortgages; and

(2) within three (3) months from the date title is transferred, applications for permits to begin rehabilitative work shall be submitted in correct and proper form; and

(3) within six (6) months from the date permits are issued, they shall bring the property conveyed herein into complete compliance with all State, County and City building, housing, plumbing, electrical, fire prevention, life safety and health statutes, codes, rules and regulations; and

(4) Grantee will provide utility service to the premises during the rehabilitation of the improvements; and

(5) within six (6) months from the date permits are issued, the party of the second part shall

permit inspection of the property described in this deed by all State, County and City inspectors to determine compliance with the covenant set forth in paragraph three (3) above. If the property is found in compliance, a Certificate of Occupancy shall be issued; and

(6) prior to issuance of a Certificate of Occupancy, as provided in the covenant set forth in paragraph (5) above, the party of the second part shall not sell, convey, assign or lease the property described in this deed or any part thereof, except as provided in paragraph (7) below.

(7) within nine (9) months from the issuance of permits, if it is determined upon inspection that the covenants contained in paragraph (1) above have not been complied with, the party of the second part or his grantee shall, within ten (10) business days from the service of a notice of said determination upon him, reconvey good and marketable title to the property described in this deed to the party of the first part.

Upon the issuance of a Certificate of Occupancy, the covenants set forth in the preceding paragraphs numbered 2, 3, 4, 5 and 6 shall be deemed satisfied. The covenants set forth in the preceding paragraphs numbered 1 and 7 shall terminate upon conveyance of the Premises by Grantee to a qualified purchaser in accordance with the provisions of paragraph 1 above.

The covenants set forth in the preceding paragraphs numbered 1, 2, 3, 4, 5, 6 and 7 shall be to the fullest extent binding for the benefit of, in favor of and enforceable by the party of the first part, its successors and assigns against the party of the second part, his successors and assigns and every successor in interest to the property described in this deed or any part thereof or any interest therein, and any party in possession or occupancy of the property described in this deed or any part thereof.

In the event that subsequent to the conveyance of the property described in this deed the party of the second part shall default in or violate any of its obligations contained in the covenants set forth in this deed, the party of the first part shall have the right to re-enter and take possession of the property described in this deed and to terminate the estate conveyed by this deed to the party of the second part, it being the intent of this provision that the conveyance to the party of the second part shall be made upon a condition subsequent to the effect that in the event of any default, failure, violation or other action or inaction by the party of the second part contrary to the obligations specified in the covenants contained in this deed, the party of the first part, may at its option, declare a termination in favor of the party of the first part, of the title and of all rights and interests in and to the property conveyed by this deed to the party of the second part and any assigns or successors in interest to or in the property, shall revert to the party of the first part. Provided, that such conditions subsequent and any reverting of title as a result thereof in the party of the first part shall always be subject to and limited by and shall not defeat, render invalid or limit in any way, the lien of any mortgage obtained by the party of the second part for the purpose of financing the work necessary to bring the property into compliance with all statutes, codes, rules and regulations as is required by the covenants contained in this deed. The words, "the party of the second part", as used in this paragraph, shall be construed to mean the party of the second part or his successors or assigns.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

THE CITY OF NEWBURGH

BY: WILLIAM F. KETCHAM, Acting City Manager

HABITAT FOR HUMANITY
OF GREATER NEWBURGH, INC.

BY: WILLIAM MURPHY, President

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

On the 4th day of January in the year 2000, before me personally came WILLIAM F. KETCHAM, to me known, who, being by me duly sworn, did depose and say that he resides in Pine Bush, New York; that he is the Acting City Manager of the City of Newburgh, the municipal corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Council of said municipal corporation, and that he signed his name thereto by like authority.

Commissioner of Deeds

Elizabeth A. Evans
Commissioner of Deeds
City of Newburgh, N.Y.
Commission Expires, Dec. 31, 2010

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

On the 4th day of January, 2000, before me came WILLIAM MURPHY, to me known, who being duly sworn by me did depose and say that he resides in the Town of Newburgh, New York and that he is the President of Habitat for Humanity of Greater New York, the nonprofit organization described in and which executed the foregoing instrument; and that he signed his name thereto by authority of the board of directors of said nonprofit organization.

Notary Public

CHARLES E. FRANKEL
Notary Public, State of New York
Qualified in Orange County
My Commission Expires March 30, 2001

C:6865.58carsondeed2

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

On the 4th day of January, in the year 2000, before me, the undersigned, a Commissioner of Deeds in and for said State, personally appeared William F. Ketcham 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 person upon behalf of which the individual acted, executed the instrument.

Elizabeth A. Evans
Commissioner of Deeds

Elizabeth A. Evans
Commissioner of Deeds
City of Newburgh, N.Y.
Commission Expires, Dec. 31, 2000

6865.acknowledgment

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

On January 4, 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared WILLIAM MURPHY, 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 person upon behalf of which the individual acted, executed the instrument.

Notary Public

CHARLES E. FRANKEL
Notary Public, State of New York
Qualified in Orange County
My Commission Expires March 30, 2001

RESOLUTION NO.: ___226___ - 2020

OF

SEPTEMBER 28, 2020

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SUB-RECIPIENT GRANT AGREEMENT WITH MISTRAL CONSTRUCTION, LLC FOR MICRO-UNIT CONSTRUCTION PRE-DEVELOPMENT COST REIMBURSEMENT IN AN AMOUNT NOT TO EXCEED $70,000.00 UNDER THE CITIES RISE PHASE III GRANT

WHEREAS, by Resolution No. 223-2019 of September 9, 2019, the City Council authorized the City Manager to apply for and accept if awarded a Cities for Responsible Investment and Strategic Enforcement ("Cities RISE") Phase III grant through the Office of the New York State Attorney General; and

WHEREAS, the City was awarded funds from the New York State Cities RISE Phase III grant; and

WHEREAS, the mandate of the grant is for cities to launch innovative programs related to housing and strategic code enforcement in an effort to address and transform blighted, vacant, or poorly maintained properties through the use of housing and community data; and

WHEREAS, the City issued Request for Proposals ("RFP") No. 7-20 from qualified applicants seeking reimbursement for pre-development expenses for micro-unit construction, and has received a qualified response from an entity interested in using a grant award for said expenses; and

WHEREAS, the Department of Planning and Development recommends to the City Council that Mistral Construction, LLC be selected to receive reimbursement of said pre-development expenses from the grant in an amount not to exceed $70,000.00; and

WHEREAS, this Council finds it to be in the best interest of the City of Newburgh to enter into a sub-recipient grant agreement with Mistral Construction, LLC for said reimbursement of pre-development expenses with funding to be derived from CG.3620.0471.3621.2021;

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 a sub-recipient grant agreement with Mistral Construction, LLC for reimbursement of pre-development expenses for micro-unit construction in an amount not to exceed $70,000.00 under the Cities for Responsible Investment and Strategic Enforcement ("Cities RISE") Phase III grant.

SUBGRANTEE AGREEMENT, CITIES RISE

This subgrantee agreement ("Agreement"), by and among the **CITY OF NEWBURGH, NEW YORK,** a New York municipal corporation, having its principal office located at 83 Broadway, Newburgh, New York 12550 (the "City") and **MISTRAL CONSTRUCTION, LLC**, a New York limited liability company having a principal place of business at 13 Chambers Street, P.O. Box 1602, Newburgh, New York 12550 ("Sub-grantee"), is made this dated as of _____, 2020, as follows:

RECITALS

A. The City was awarded funds under the Cities Responsible Investment and Strategic Enforcement ("Cities RISE") program from the New York State Attorney General's Office ("AG").

B. The City has been duly designated to carry out activities authorized by the terms of the Cities RISE program, specifically to launch innovative programs related to housing and strategic code enforcement.

C. One such program was designed to reimburse qualified applicants for reimbursement of pre-development expenses directly related to the creation of micro-unit apartments.

D. The City solicited proposals for this program in Request for Proposals #7.20, dated June 18, 2020 ("RFP").

E. The Sub-grantee submitted a proposal for funding which states the purpose, specific goals and objectives of its program, which is attached hereto and made a part of this Agreement as **Exhibit A**.

F. The City has identified Sub-grantee as competent, willing, and able to perform the services contained in its proposal, and now wishes to engage the Sub-grantee to carry out the objectives of the program as stated in the RFP.

NOW, THEREFORE, the City, and the Sub-grantee, for the consideration and under the conditions hereinafter set forth, do agree as follows:

ARTICLE I AWARD

1. The City hereby awards a cost reimbursable subaward, as described above, to Sub-grantee. The statement of work and budget for this subaward are as shown in **Exhibit A**. In its performance of subaward work, Sub-grantee shall be an independent entity and not an employee or agent of the City.

DRAFT

ARTICLE II PAYMENT

1. Notwithstanding anything to the contrary herein, it is understood and agreed by the parties to this Agreement that the Agreement of the City to fund the subaward, shall be deemed executory to the extent that grant monies are available to it for the purpose of carrying out the terms of this subaward and that no liability shall be incurred by the City should the grant monies not be available for such purposes. No general or other funds of the City shall be used by the City for the funding of this Agreement.

2. Total payment under this Contract shall not exceed Seventy Thousand Dollars ($70,000.00) as payment for all eligible services incurred by Sub-grantee.

3. The City may withhold any payment whenever the Sub-grantee fails to achieve its program goals for the vouchered expenditure period.

ARTICLE III METHOD OF PAYMENT

1. Within thirty (30) days of the execution of this Agreement, and on a monthly basis thereafter for the term of this Agreement, the City shall pay Sub-grantee eligible reimbursable costs.

2. Payment for services shall cease upon termination of the Agreement or upon the payment of the amount stated in Article II(2), whichever occurs first. All payments for services are to be made from grant funds.

3. The City shall reimburse Sub-grantee not more often than monthly for allowable costs. All invoices and questions concerning invoices, receipts, or payments should be directed to the City of Newburgh Comptroller, 83 Broadway, 4th Floor, Newburgh, New York 12550.

4. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL," must be submitted to the City's Comptroller NOT LATER THAN sixty (60) days after the subaward end date of **December 31, 2020**. The final statement of costs shall constitute Sub-grantee's final financial report.

5. All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of error, an audit finding, or other matter against the Sub-grantee.

ARTICLE IV TERMINATION

1. Either party may terminate this agreement with thirty days written notice to the parties listed below. Upon receipt of notice of termination, the Sub-grantee agrees to cancel, prior to the effective date of termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval.

DRAFT

If to City:

City of Newburgh
Office of the Corporation Counsel
83 Broadway, 2nd Floor
Newburgh, New York 12550

If to Sub-grantee

Mistral Construction, LLC
P.O. Box 1602
Newburgh, New York 12550

2. In the event of termination as herein provided, any completed reports prepared by Sub-grantee under this Agreement and any material gathered in the preparation of reports under this Agreement, whether such reports are completed or not, shall become the property of the City, and such records shall be submitted to it.

3. In the event of termination, Sub-grantee shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. However, if termination is affected by the City because of default or breach on the part of the Sub-grantee, the City may withhold from any payments due the Sub-grantee for the purpose of set-off, such amount as the City reasonably determines to be the damages due it by Sub-grantee.

ARTICLE V NO ASSIGNMENT

1. Sub-grantee represents that its rights, obligations and duties under this Agreement shall not be assigned, in whole or in part, without prior written approval of the City.

ARTICLE VI BOOKS AND RECORDS; REPORTS

1. Sub-grantee shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The Institution, the NYS Comptroller, and the NYS Attorney General, and the City, shall have access to the Records during normal business hours at an office of the Collaborator within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

2. Sub-grantee shall submit a report to the City identifying prescribed activities funded under this Agreement at the termination of this Agreement. Sub-grantee shall also submit reports identifying prescribed activities funded under this Agreement upon request by the City while this Agreement is in effect.

DRAFT

ARTICLE VII CONFIDENTIAL INFORMATION

1. In the event that Sub-grantee, in the course of performance hereunder, obtains access to information, data or records deemed confidential by the City, Sub-grantee shall hold all such Confidential Information in confidence and not disclose or make it available to third parties without the City's written permission. Sub-grantee agrees for a period of six (6) years to hold in confidence all such information and not disclose or make it available to third parties without the City's written permission. This obligation will apply only to information the City has designated in writing as Confidential and will not apply to information which:

    a. was known to Sub-grantee prior to receipt from the City, as evidenced through written documentation;
    b. was or becomes a matter of public information or publicly available through no fault on the part of Sub-grantee;
    c. is acquired from a third party entitled to disclose the information to Sub-grantee;
    d. is developed independently by Sub-grantee;
    e. is required to be disclosed pursuant to law, regulation or court order. However, in the event of a demand for disclosure under law or court order, Sub-grantee shall not make such disclosure without prior written notice to the City and an adequate opportunity for the City to oppose such disclosure.

ARTICLE VIII INTEREST OF SUB-GRANTEE, ITS OFFICERS, EMPLOYEES, AGENTS AND SUBCONTRACTORS

1. Sub-grantee agrees that it presently has no interest and shall not acquire any interest, direct or indirect, in the area which would conflict in any manner or degree with the performance of its obligations under this Agreement.

2. Sub-grantee further agrees that it shall fully disclose, in writing to the City, upon execution of this Agreement and as such becomes known to it, any conflicting interest held by any of its directors or officers, or any of its paid employees, agents or sub-contractors or by any close relative of such persons.

3. The City shall have the right to publicly disclose any disclosures made to it under this Agreement.

ARTICLE IX INTEREST OF MEMBERS, OFFICERS OR EMPLOYEE THE CITY; MEMBERS OF THE COMMON COUNCIL, OR OTHER PUBLIC OFFICIALS

1. No member, officer or employee of the City or its designees or agents, no member of the Common Council of the City of Newburgh, New York and no other public official of the City, its Departments or of any other public agencies which exercise any functions or responsibilities with respect to the Cities RISE gran program, during his/her tenure in office or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed under this Agreement.

DRAFT

2. Sub-grantee shall incorporate, or cause to be incorporated, in all subcontracts, a provision prohibiting such interest as prohibited by this Article.

ARTICLE X INTEREST OF CERTAIN STATE OFFICIALS

1. No member or the New York State Assembly or Senate, or any other member of New York State government, shall be permitted to any share or part of this Agreement or to any benefit to arise from the same.

ARTICLE XI SOLICITATION OR PROCUREMENT OF AGREEMENT

1. Sub-grantee represents that it has not employed any person to solicit or procure this Agreement and has not made, and will not make, any payment or any agreement for the payment of any commission, percentage, brokerage, contingent fee, bonus or any other compensation in connection with the procurement of the Agreement.

ARTICLE X REPRESENTATIONS OF SUBGRANTEE

1. Sub-grantee acknowledges and agrees that services performed pursuant to this Agreement are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

2. Sub-grantee will not use funds under this Agreement to: 1) engage in activities that are other than for the purposes stated in the RFP; 2) attempt to influence legislation, by propaganda or otherwise; or 3) directly or indirectly participate or intervene in any political campaign on behalf of, or in opposition to, any candidate for public office.

3. Sub-grantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency, or any state department or agency. Sub-grantee agrees to comply with all applicable State and Federal regulations including, but not limited to, non-discrimination, rights of the handicapped and equal opportunity, during the performance of activities within this Agreement, including Title VI of the Civil Rights Act of 1964, and with Executive Order 11246, as amended by E.O. 11375 and 41 CFR, Part 60.

ARTICLE XI EQUAL EMPLOYMENT OPPORTUNITY

1. In carrying out the obligation of this Agreement, Sub-grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or disability. Sub-grantee shall take affirmative action to ensure that applicants for employment and employees of Sub-grantee are treated without regard to their race, color, religion, sex, national origin or handicap. Such actions shall include, but are not limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment

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advertising, layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.

2. Sub-grantee shall post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Sub-grantee shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or handicap.

3. No person employed on the work covered by this Agreement shall be discharged or in any way discriminated against because s/he has filed any complaint or instituted, or caused to be instituted, any proceeding; or has testified, or is about to testify, in any proceeding under or relating to the labor standards applicable hereunder.

ARTICLE XII FACILITIES AND PERSONNEL

1. Sub-grantee represents that it has and shall continue to have proper facilities and personnel to perform the work and services agreed to be performed hereunder.

2. Sub-grantee further represents that it will terminate and dismiss from further performance of work and services under this Agreement any officer, employee, agent, sub-contractor or other person upon a finding, based upon procedures which provide the process to the individual and to Sub-grantee by the City that such officer, employee, agent sub-contractor or other personnel of the contractor is incompetent to perform such services under this Agreement and that it will replace such officer, employee, agent, sub-contractor or other such personnel as the City reasonably finds necessary for Sub-grantee to replace to meet its obligations under this Agreement. It is expressly understood that nothing in the Article shall relieve Sub-grantee from meeting its obligations under the terms and conditions of this Agreement.

ARTICLE XIII INDEMNIFICATION

1. Sub-grantee hereby assumes entire responsibility for any and all damage or injury of any kind, name or nature (including death resulting therefrom) to all persons, including third parties, and for all property damage when such personal and/or property damage is cause by, results from, arises out of or occurs in connection with any act, or failure to act, of Sub-grantee or its agents, sub-contractors, servants or employees.

2. If any personal shall make a claim for any damage or injury (including death resulting therefrom) as described above, Sub-grantee hereby agrees to hold harmless the City from and against any and all loss, expense, damage or injury whatsoever and indemnify the City from the same.

3. Sub-grantee shall procure and maintain at its own expense until final completion of this Contract, insurance which must name the City of Newburgh, named insured for liability for damages imposed by law of the kinds and in the amounts hereinafter stated, in an accredited insurance company as may be approved by the City Manager.

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a. Certificates of Insurance acceptable to the City shall be filed with the City. These Certificates shall contain a provision that coverage afforded under the policies will not be cancelled unless at least thirty (30) days prior written notice has been given to the City as evidenced by Return Receipt of Registered or Certified letter. Renewal Certificates covering renewal of all policies expiring during the life of the Contract shall be filed with the City not less than thirty (30) days before the expiration of such policies.

b. Sub-grantee shall carry Liability and Property Damage Insurance with limits of not less than:

i.	Property Damage Liability	$1,000,000 for each occurrence
ii.	Personal Injury Liability	$1,000,000 for each person $2,000,000 for each occurrence

4. The Agency, as Sub-grantee shall provide Worker's Compensation Insurance, if it has employees, in accordance with the statutes of the State of New York.

SECTION XIV NOTICES

1. Notices of any nature referred to in this agreement shall be in writing by certified mail, hand delivery, or sent by facsimile. Notices shall be effective on the date of receipt.

If to City:

City of Newburgh
Office of the Corporation Counsel
83 Broadway, 2nd Floor
Newburgh, New York 12550

If to Sub-grantee

Mistral Construction, LLC
P.O. Box 1602
Newburgh, New York 12550

SECTION XV CLAWBACK/RECAPTURE PROVISION

1. Sub-grantee shall abide by any clawback or grant recapture determinations made by the City. Grounds for clawback or grant recapture shall include, but are not limited to: underperformance, inability to perform, negligence, insolvency, or fraud. Without limiting the foregoing, the City shall have the right to require Sub-grantee to repay the value of the grant pursuant to this Agreement, or as may be required by law. This paragraph shall survive for a period of six (6) years from the date of this Agreement.

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SECTION XVI MISCELLANEOUS

1. No changes may be made to this Agreement without written consent/amendment by the City.

2. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, directors or agents, to the extent allowed by law.

3. This Subaward shall be governed by the laws of the State of New York without regard to its choice of law provisions.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
[Signature Page to Follow]

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IN WITNESS WHEREOF, Sub-grantee and the City have executed this Agreement the day and year herein mentioned.

DATED: _____, 2020 CITY OF NEWBURGH

By: _____
Name: Joseph P. Donat
Title: City Manager

DATED: _____, 2020 MISTRAL CONSTRUCTION, LLC

By: _____
Name: Philippe Pierre
Title: Member/Manager

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

On this ____ day of _____, in the year 2020, before me 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 person upon behalf of which the individual acted, executed the instrument.

_____
NOTARY PUBLIC

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

On this ____ day of _____, in the year 2020, before me personally appeared Philippe Pierre, 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 person upon behalf of which the individual acted, executed the instrument.

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EXHIBIT A – SCOPE OF SERVICES

Reimbursement of pre-development costs of up to $10,000.00 per unit ($70,000 maximum) for between 7 and 10 units of supportive housing located at 104 Washington Street, Newburgh, New York 12550.

All work performed under this award must be completed by December 31, 2020.

Approved uses for funding are related to the premises located at 104 Washington Street, Newburgh, New York and include:

- Land survey
- Property Appraisal
- Feasibility Study
- Architectural Design Fees
- Engineering Design Fees
- Phase I and Phase II Environmental Work

Terms of grant are to reimburse for actual costs. In order to receive payment reimbursement for the services above, Sub-grantee must provide the following information with each invoice, plus any information required in this Agreement:

- Copy of contractor or sub-contractor invoices
- Proof of payment of said invoices
- Report on status of project / milestones

Sub-grantee shall also comply with the following material terms as part of its grant award:

- Micro-unit must be made available exclusively to tenants whose incomes are less than 80% of the Area Median Income ("AMI"), as established by HUD.
- Rent charged for the micro-unit shall not exceed 30% of the tenant's actual income.
- Written leases must be provided to all tenants.
- Sub-grantee shall report rental income on the micro-unit to the City of Newburgh annually and, upon request, provide the City of Newburgh with a copy of written lease agreement(s) with the tenant(s) of the micro-unit.
- Each micro-unit must be kept income restricted in accordance with the above for at least 5 years, as measure from the date of first occupancy for each micro-unit.
- Micro-units (after rehabilitation) shall comply will all applicable City housing and building codes, including the City of Newburgh Rental Registry ordinance.
- Applicant must submit stamped design plans pursuant to any City of Newburgh Land Use Board approvals.

DRAFT

Mistral Construction, LLC
13 Chambers Street
Newburgh, NY 12550

August 26, 2020

Ali Church
City of Newburgh
Director of Planning and Economic Development
123 Grand Street
Newburgh, NY 12550

RE: RFP 7.20 – Micro-Unit Construction

Dear Ali,

This letter serves to express our interest in creating Micro-Unit apartments in the City of Newburgh. We are planning the development of 104 Washington Street with an eye towards addressing some the key issues that are affecting our community in the City of Newburgh – namely the lack of quality affordable housing.

Our current plans call for approximately 30 units, comprised mainly one bed-room apartments, with a general affordability criterion of 80% AMI. In reviewing this RFP we believe we may be able to increase the unit count by creating Micro-Units on each floor. Potentially, we could create 5 to 10 micro-units, depending on the layouts.

Another component of our development is a commercial space on the ground floor, as well as storage areas in the basement for tenants. This would enable occupants to live within a smaller footprint, while still having access to belongings in more cost-effective areas of the building.

We are well underway in giving 104 Washington Street new life: we have been awarded the RFP from the Newburgh Community Land Bank, and will be attending the Plan Board workshop on September 1st to lay out the broad strokes of our proposal. We will be accompanied by Aryeh Siegel, architect, and Hudson Land Design, land use engineers. We have also retained Baxter Construction as general contractors.

We hope to be awarded $70,000 in grant funds to explore, design and demonstrate how micro-units, interspersed amongst larger income restricted and market rate units, can make a meaningful impact in solving some of Newburgh and it's region critical housing needs.

We look forward to your response and the opportunity to discuss these ideas in more depth with you and your team.

Sincerely,

Mistral Construction, LLC
Philippe Pierre

NOTICE

RFP# 7.20

Date Issued: June 18, 2020

Request for Proposals (RFP) for Design and Predevelopment fees for Micro-Unit Conversion or Construction

Purpose of the Proposal

The City of Newburgh is seeking proposals from for-profit and non-profit developers for conversion or construction of micro-units. With funding from The NY State Attorney General's Office through the Cities RISE grant program the City of Newburgh will reimburse participants from $5,000 and up to $10,000 per unit for pre-development costs, such as design fees, City approvals and permits. The City of Newburgh is seeking proposals for Code Compliant "micro units" that range in size from 370 to 500 square feet. The City of Newburgh has identified that there is a demand for low cost small units for individuals.

The City is particularly interested in proposals that meet the following objectives:

1. Reduce reliance on illegal dwelling units such as illegal single room occupancies, illegal basement and attic apartments.
2. Improve the quality and diversity of affordable housing units for low-income households.
3. Reduce the number of individuals who are homeless due to a lack of affordable permanent housing options, particularly single room occupancy (SRO) units for single individuals.

Background on Cities RISE

Cities for Responsible Investment and Strategic Enforcement ("Cities RISE") is equipping municipalities with tools and techniques to better diagnose problems and create more effective and efficient interventions and programs, foster innovation, leverage resources and make a positive, equitable impact on their communities. With the help of Cities RISE the City of Newburgh is working to increase housing affordability, by testing innovative housing models and accelerating the pace of innovation in the housing sector. This effort is part of the Cities RISE grant program, administered by Enterprise Community Partners, and awarded to the City of Newburgh as a participating recipient.

Project Timeline

Applications will be accepted on a rolling basis starting June 18, 2020.

Project Budget

The amount that will be available is from $5,000 and up to $10,000 per unit. The City of Newburgh reserves the right to limit the total dollar amount to any individual applicant. The total funding that has been allocated to this program in $100,000 for up to 20 micro-units.

Cost Reimbursement

All grants are awarded on a cost reimbursement basis; grant disbursements occur after expenses have been incurred. All Grantees are required to submit an activity report documenting their work to date with the disbursement request.

Additionally, Grantees will be required to submit documentation supporting the expenses being invoiced. Any and all design services shall be reimbursed at cost, without markup of any kind, up to the amount of the Design Fee bid by the selected Design-Builder

Requirements/Scope of Services

Applicants must comply with the following terms:

- The rental units must be made available exclusively to tenants whose incomes are less than 80% of the Area Median Income ("AMI"), as established by HUD.
- The rent charged for the micro-unit shall not exceed 30% of the tenant's actual income.
- Written leases must be provided to all tenants.
- The Applicant must report rental income on the micro-unit to the City of Newburgh annually and, upon request, provide the City of Newburgh with a copy of the written lease agreement with the tenant(s) of the micro-unit.
- Micro-units must be kept income restricted in accordance with the above for at least 5 years.
- Micro-units (after rehabilitation) shall comply will all applicable City housing and building codes, including the City of Newburgh Rental Registry ordinance.
- Applicant must submit stamped design plans

Proposal Requirements

Prospective participants are requested to submit the following information via email to planning@cityofnewburgh-ny.gov with Subject Line filled as "RFP: Design and Predevelopment fees for Micro-Unit [Your Name]".

- Cover letter
- Stamped approved plans

The City of Newburgh may terminate the RFP process at any time for any reason. The City of Newburgh also reserves the right to reject any and/or all proposals.

The issuance of the RFP does not obligate the City of Newburgh to select a proposal and/or enter into any agreement. Any submission does not constitute business terms under any eventual agreement.

This RFP does not in any way commit the City of Newburgh to reimburse respondents for any costs associated with the preparation and submission this this proposal.

For any questions about the RFP, contact Erin Cousins at Ecousins@cityofnewburgh-ny.gov

Evaluation of Proposals

All proposals will be evaluated based on the following:

- Applicant/Developer capability and history of similar project development: The applicant's track record, including whether the applicant and or development team has successfully completed and/or operated a similar type project. Capacity to undertake new or additional projects; ability to secure construction financing.
- Feasibility: Readiness of project to proceed and anticipated time frame to complete the project.
- Project Design: Project consistency with the City's priorities and objectives outlined in RFP.
- Applicants must be in good standing with the City of Newburgh with no outstanding code violations or tax liens.

RESOLUTION NO.: ____227____ - 2020

OF

SEPTEMBER 28, 2020

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED A PHASE II GRANT FROM THE NEW YORK STATE ANTI-DISPLACEMENT LEARNING NETWORK FROM ENTERPRISE COMMUNITY PARTNERS AND THE OFFICE OF THE NEW YORK STATE ATTORNEY GENERAL

WHEREAS, by Resolution No. 301–2019 of November 21, 2019, the City Council of the City of Newburgh, New York authorized the City Manager to apply for and accept if awarded entrance into the New York State Anti-Displacement Learning Network Phase 1 from the Office of the New York State Attorney General and Enterprise Community Partners, Inc.; and

WHEREAS, the City of Newburgh was awarded and entered into the New York State Anti-Displacement Learning Network Phase 1 from the Office of the New York State Attorney General and Enterprise Community Partners, Inc. and through the program engaged as partners the Newburgh Ministry, Legal Services of the Hudson Valley and Community Voices Heard; and

WHEREAS, the second phase of the New York State Anti-Displacement Learning Network Grant program allows applications for awards up to $1 million dollars to implement strategies to minimize risk of immediate displacement due to COVID-19; that set the stage for long-term impacts that address systemic displacement triggers and support strategies that challenge racial inequities and disrupt white dominant structures; and

WHEREAS, the City of Newburgh, with its partners, Newburgh Ministry , Legal Services of the Hudson Valley and Community Voices Heard, wishes to apply for funding under Phase II of the New York State Anti-Displacement Learning Network from the Office of the New York State Attorney General and Enterprise Community Partners, Inc.; and

WHEREAS, this Council has determined that making such application and accepting such funding if awarded is in the best interests of the City of Newburgh and its further development without displacement;

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 apply for and accept if awarded a Phase II New York State Anti-Displacement Learning Network grant from the Office of the New York State Attorney General and Enterprise Community Partners, Inc.; and that the City Manager is authorized to execute all such documentation and take such further actions as may be appropriate and necessary to accept such entrance and administer the programs funded thereby.

RESOLUTION NO.: ___228__-2020

OF

SEPTEMBER 28, 2020

A RESOLUTION AMENDING THE 2020 PERSONNEL ANALYSIS BOOK TO ADD ONE (1) SERGEANT POSITION ON A TEMPORARY BASIS IN THE CITY OF NEWBURGH POLICE DEPARTMENT

WHEREAS, the Police Department has advised the City Manager that due to expected retirements, the department is in need of an additional individual to perform the duties of "Sergeant" related to the management and supervision of the Patrol Division; and

WHEREAS, the creation of the additional Police Department Sergeant position will be on a temporary basis and funding for such position will be derived from vacant positions which have not been filled or backfilled; and

WHEREAS, the City Council has determined that adding one Sergeant position in the Police Department will promote economy and efficiency within the Department; the same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Personnel Analysis Book for the fiscal year 2020 be amended, and that there be and hereby is created one (1) additional position on a temporary basis in the job title "Sergeant" in the Police Department.

RESOLUTION NO.: 229 - 2020

OF

SEPTEMBER 28, 2020

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH VISUAL COMPUTER SOLUTIONS, INC. FOR SCHEDULING SOFTWARE AND SERVICES FOR THE CITY OF NEWBURGH POLICE DEPARTMENT

WHEREAS, Visual Computer Solutions, Inc. offers subscription-based software and services to assist local law enforcement agencies in scheduling personnel to manage staff and personnel resources more efficiently and effectively; and

WHEREAS, the cost for the software, services, equipment and training in the initial year is $8,540.40 and such funding shall be derived from A.3120.0448 Other Services; and

WHEREAS, the City Council finds that entering into such a contract with Visual Computer Solutions, Inc. for the subscription-based scheduling software and related services is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager of the City of Newburgh be and he is hereby authorized to enter into an agreement with Visual Computer Solutions, Inc., as annexed hereto with such other terms and conditions as may be required by Corporation Counsel, to provide subscription-based scheduling software and related services and equipment to the City of Newburgh Police Department.

City of Newburgh NY
Police & Fire

Custom Payroll Export Tool (CSV)

Price Proposal

Proposal to: Nick Crispino

Proposal Issued: 12/06/19

Proposal Valid for: 90 Days

Ricky S Rhodes
Account Executive
rrhodes@intimesoft.com
1.877.603.2830 ext. 556
intime.com

Notes

1. All prices quoted are in US Dollars

2. This Price quotation is valid for 90 days

3. Travel and living expenses are not included in above pricing, and will be billed as incurred. Daily on-site living expenses are subject to agreed upon cap.

4. Pricing is based on a subscription fee payable annually

5. Pricing is exclusive of any and all applicable taxes and duties, including withholding taxes

6. InTime standard terms and standard payment terms for the subscription fee and for professional services (if any) are net thirty (30) days from date of invoice. InTime's standard form services agreement is attached to this proposal. Payment terms are as per the following payment schedule:

To indicate acceptance of the terms of this proposal, either issue InTime a purchase order for the amount indicated or sign the document on the space indicated below.

Both parties have read and agreed to the terms and conditions of this proposal:

Customer Name	Authorized Signatory	Date
InTime Services Inc.	Authorized Signatory	Date

VCS Intelligent Workforce Management

Company Address	4400 US Highway 9 #3500 Freehold, NJ 07728 US	Created Date	8/12/2020
		Expiration Date	10/31/2020
		Quote Number	2752

Prepared By	Craig Mortman
Phone	732-730-9009 x 211
Email	cmortman@vcssoftware.com

Bill To Name	City of Newburgh Police Department (NY)	Ship To Name	City of Newburgh Police Department (NY)
Bill To	55 Broadway Newburgh, NY 14221	Ship To	55 Broadway Newburgh, NY 12550

Product	Line Item Description	Product Code	Sales Price	Quantity	Subtotal	Total Price
POSS Scheduling Bundle	F/T - Core Scheduling and Time & Attendance System Package	P-SAAS-Bundle	$54.00	81.00	$4,374.00	$4,374.00
Timesheet Calculator	Payroll Export Module	Mod-Timesheet Calculator	$14.40	81.00	$1,166.40	$1,166.40
Basic Onboarding	System Build & Online Training Pkg.	Onboarding-Basic	$3,000.00	1.00	$3,000.00	$3,000.00

Subtotal	$8,540.40
Discount	0.00%
Total Price	$8,540.40
Grand Total	$8,540.40

Comments

Software as a Service (SaaS)
Cloud/VCS Hosting

Core Scheduling System, Web Portal, Learning Professional Development Module, Broadcast Notification, Time Sheets, Payroll Export Phone App & Support included.

Online Implementation Training Package. Training costs are one-time fee.

YEARLY (SaaS) SUBSCRIPTION COSTS (Starting Year 2):

Includes: Maintenance, Service, Support & Hosting $ 5,540.40
***** State Contract Available *****

Quote Acceptance Information

Signature

Name

Title

Date

By signing this quote, you acknowledge acceptance of the VCS Terms and Conditions document.

8350 NORTH CENTRAL EXPRESSWAY
SUITE 700
DALLAS, TX 75206
TEL 800.779.1689
WWW.ORIONCOM.COM

ORION

TO: Lt. Brandon Rola, Newburgh, NY Police Department
FROM: Jackie Belasky, Orion Communications

The Orion cost proposal is based on the following assumptions:

- A contract period of five (5) years, which includes the implementation period.
- NPD workforce of up to 81 users.
- Pay period time and attendance data sent by Orion to the Newburgh payroll system.
- Orion to provide cloud based vendor-hosting utilizing Microsoft Azure Government.
- Orion will perform onboarding services of basic and advanced configurations using NPD business rules.
- Orion will perform a one-time import of NPD personnel data.
- Orion will provide training services via WebEx.

DESCRIPTION	Year 1	Year 2	Year 3	Year 4	Year 5
Workforce Management PLUS	$10,530	$10,530	$10,530	$10,530	$10,530
> Scheduling Tool Belt (Schedule Templates, Work Assignments, Rosters, Calendars, Leave Mgmt., Overtime Mgmt., Voluntary Signup, Schedule Bidding, Vacation Bidding, Off-Duty, Swaps, Subpoena Mgmt. with Manual Court Entry, Time and Attendance Mgmt.)					
> Pay Rules (Up to 10 Rules)					
> Permissions / Role Mgmt.					
> Standard Reports					
> Interactive Analytics					
1-Way Interface to Send Time and Attendance Data to Payroll System	$4,050	$4,050	$4,050	$4,050	$4,050
Hosted Infrastructure Cost	$2,000	$2,000	$2,000	$2,000	$2,000
Maintenance Included	$0	$0	$0	$0	$0
Technical Support Included	$0	$0	$0	$0	$0
Upgrades Included	$0	$0	$0	$0	$0
ANNUAL TOTALS	$16,580	$16,580	$16,580	$16,580	$16,580
OPTIONAL Annual License Fees	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
Orion Mobile for Up to 81 Users	$962	$962	$962	$962	$962
1-Way Interface to Receive Accrual and Pay History Data from Payroll System	$4,050	$4,050	$4,050	$4,050	$4,050

1. **DATE: September 3, 2020**

2. **REQUISITIONED BY: City of Newburgh Police Department**

UNIT QUANITY	3. ITEMS NEEDED	QUOTE 1 UNIT PRICE	QUOTE 2 UNIT PRICE	QUOTE 3 UNIT PRICE
1.00	Police Schedule Software	15000.00	16580.00	8540.40

4. **VENDORS: (Name, addresses, phone numbers)**

   1. **InTime, 1.877.603.2830**
   2. **Orion, 800.779.1689**
   3. **VCS, 732.730.9009**
   4.

5. **JUSTIFICATION: Needed Police Scheduling Software**

6. **EMERGENCY PURCHASE: YES ☐ NO ☒**

   IF YES, EXPLAIN:

7. **SOLE QUOTE:**

   ☐ **ONLY ONE AVAILABLE**

   ☐ **ONLY ONE IN AREA**

   ☐ **ONLY ONE INTERESTED**

REQUESTED BY: Chief Amthor

APPROVED BY:

City OF NEWBURGH
BUREAU OF AUDIT AND CONTROL
83 BROADWAY
NEWBURGH, NEW YORK 12550

TO: **FINANCE DEPARTMENT**

FROM: **POLICE DEPARTMENT**

REVIEW OF CONTENTS OF PURCHASE REQUISITION

1. ***Reasonable price through adequate competition?***

   (A) At least four or more vendors ☐ Yes ☒ No

   (B) Two or three vendors (explanation by department head of why not four vendors and justification for reasonable prices)
   These were the only 3 quotes we have received back.

   (C) One Vendor (explanation)

2. ***Is this an emergency purchase?*** ☐ Yes ☒ No

3. ***Have you sent the purchase requisition to the Finance Department prior to making a Commitment for the purchase of materials/supplies?*** ☒ Yes ☐ No

4. ***Reasonable quantity ordered ?*** ☒ Yes ☐ No
   A. How many months supply? 12 months
   B. Any possibility of obsolete materials/supplies? ☐ Yes ☐ No

5. ***Reasonable quality order?*** ☒ Yes ☐ No

6. ***Does any City of Newburgh employee have any direct or indirect interest with the selected vendor?*** ☐ Yes ☒ No
   A. If yes explain:

7. ***Any other explanation that would justify this order?***
   Long overdue and needed police scheduling software

Prepared by: Lt. B. Rola
Department Employee

Approved by: **Chief Amthor**
Department Head

Verfied by: _____
Finance Department

RESOLUTION NO.: 230 - 2020

OF

SEPTEMER 28, 2020

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH COLBY KENNELS TO PROVIDE FOR BOARDING SERVICES FOR DOGS IN THE CUSTODY OF THE CITY OF NEWBURGH

WHEREAS, as mandated by the Agriculture & Markets Law of New York State, the Animal Control Unit must have caregivers for the dogs taken into the custody of the City of Newburgh; and

WHEREAS, Colby Kennels has submitted a revised proposal to provide boarding services such as clean housing, feeding and rehabilitation of dogs in the custody of the City of Newburgh; and

WHEREAS, this Council has reviewed the revised proposed agreement with Colby Kennels and has determined that entering into the same would be in the best interests of the City of Newburgh, its citizens and the animals alike;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into an agreement, in substantially the same form annexed hereto with such other terms and conditions as may be required by the Corporation Counsel, with Colby Kennels to provide boarding services for the dogs in the custody of the City of Newburgh.

AGREEMENT FOR VENDOR SERVICES

THIS AGREEMENT is entered into as of this _____ day of _____, 2020, by and between the **CITY OF NEWBURGH**, a municipal corporation chartered under the authority of the State of New York, hereinafter referred to as the **"CITY,"** with principal offices at 83 Broadway, City Hall, Newburgh, New York 12550; and **COLBY KENNELS,** a firm with principal offices at 1090 Route 94, Vails Gate, New York 12584 hereinafter referred to as **"VENDOR."**

ARTICLE 1. SCOPE OF WORK

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

Any and all reports, documents, charts, graphs, maps, designs, images, photographs, computer programs and software, artwork, creative works, compositions, and the rights to employ, publish, disseminate, amend or otherwise use same, and/or any other intellectual property to be provided by VENDOR to CITY under the terms of this Agreement shall become the property of the CITY, unless otherwise provided for by the parties.

ARTICLE 2. TERM OF AGREEMENT

VENDOR agrees to perform the SERVICES and/or supply goods beginning as of October 1, 2020, and ending September 30, 2021. This contract may be renewed by the City for each of five (5) successive one-year terms.

ARTICLE 3. COMPENSATION

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

ARTICLE 4. EXECUTORY CLAUSE

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

ARTICLE 5. PROCUREMENT OF AGREEMENT

VENDOR represents and warrants that no person or selling agency has been employed or retained by VENDOR to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. VENDOR further

represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. VENDOR makes such representations and warranties to induce the CITY to enter into this Agreement and the CITY relies upon such representations and warranties in the execution hereof.

ARTICLE 6. CONFLICT OF INTEREST

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

ARTICLE 7. FAIR PRACTICES

VENDOR and each person signing on behalf of the VENDOR represents, warrants and certifies that the prices in this Agreement have been arrived at independently by VENDOR without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition; and that no attempt has been made or will be made by VENDOR to induce any other person, partnership, corporation or entity to submit or not to submit a proposal or quote for the purpose of restricting competition.

ARTICLE 8. INDEPENDENT CONTRACTOR

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

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

ARTICLE 9. NON-EXCLUSIVITY, ASSIGNMENT AND SUBCONTRACTING

The parties recognize and agree that VENDOR is providing specialized professional services to assist CITY in performing its obligations under the Agricultural & Markets Law and other state and local laws, rules and regulations; and that VENDOR will provide its services in accordance with same. The parties agree that this agreement in non-exclusive, and that CITY shall be entitled to secure the same services and/or goods from another vendor as provided by VENDOR hereunder

at any time including during the term of this Agreement.

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

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

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

ARTICLE 10. BOOKS AND RECORDS

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

ARTICLE 11. RETENTION OF RECORDS

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

ARTICLE 12. AUDIT BY THE CITY AND OTHERS

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

ARTICLE 13. INSURANCE

For all of the SERVICES set forth herein and as hereinafter amended, VENDOR shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, Workers' Compensation insurance, liability insurance covering personal injury and property damage of a minimum of $2,000,000 per occurrence, naming the City as additional insured, and other insurance with stated minimum coverages, as required by law: Notwithstanding anything to the contrary in this Agreement, VENDOR irrevocably waives all claims against the CITY for all losses, damages, claims or expenses resulting from risks commercially insurable under commercially-available policies of insurance.

If the insurance is terminated for any reason, VENDOR agrees to purchase an unlimited extended reporting provision to report claims arising from the SERVICES performed or goods provided for the CITY; and

Immediate notice shall be given to the CITY through the City Manager of circumstances or incidents that might give rise to future claims with respect to the SERVICES performed under this Agreement.

ARTICLE 14. INDEMNIFICATION

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

ARTICLE 15. PROTECTION OF CITY PROPERTY

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

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

ARTICLE 16. CONFIDENTIAL INFORMATION

In the course of providing the SERVICES and/or goods hereunder, VENDOR may acquire knowledge or come into possession of confidential, sensitive or proprietary information belonging to CITY. VENDOR agrees that it will keep and maintain such information securely and confidentially, and not disclose such information to any third parties, including the media, nor use such information in any manner publically or privately, without receiving the prior approval, in writing, of the CITY authorizing such use. VENDOR'S obligations under this clause to maintain the confidentiality of such information and to refrain from using such information in any manner without the prior written approval of the CITY shall survive the termination or expiration of this Agreement.

ARTICLE 17. TERMINATION

Either party may, by written notice to the other effective ninety (90) days after mailing, terminate this Agreement in whole or in part at any time (i) for convenience, (ii) upon the failure of a party to comply with any of the terms or conditions of this agreement, or (iii) upon the VENDOR becoming insolvent or bankrupt.

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

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

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

ARTICLE 18. GENERAL RELEASE

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

ARTICLE 19. NO ARBITRATION

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

ARTICLE 20. GOVERNING LAW

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

ARTICLE 21. ENTIRE AGREEMENT

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

ARTICLE 22. MODIFICATION

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

{THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK}

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

THE CITY OF NEWBURGH	COLBY KENNELS
BY: _____	BY: _____
Joseph P. Donat, City Manager Per Resolution No.	Title:
DATE: _____	DATE: _____

APPROVED:

_____
TODD VENNING
CITY COMPTROLLER

_____
MICHELLE KELSON
CORPORATION COUNSEL

SCOPE OF SERVICES / FEES & EXPENSES

COLBY KENNELS shall take temporary custody of dogs brought to the kennel by the CITY OF NEWBURGH ANIMAL CONTROL officer, or by any police officer or other authorized officer, official, agent or employee of City of Newburgh. Colby Kennels will provide shelter, food, treatment and care, and shall otherwise serve the needs of all such dogs as required by the Agriculture and Markets Law of the State of New York, and by the laws, rules, regulations and policies of the City Of Newburgh and its officials and officers in connection therewith.

No police officer or other authorized officer, official, agent or employee of the City of Newburgh is to disclose to anyone inquiring about a dog that it is at Colby Kennels. Anyone inquiring about the whereabouts or getting their dog back MUST go through Lt. Christina Schluter and upon Lt. Schluter's separation from service to the City of Newburgh Police Department, the Chief's designee will assume this responsibility.

All dogs MUST be vaccinated for Rabies, DHLPP and Bordetella and arrive at the kennel with the appropriate records. All dogs must also be checked for fleas and flea medication administered before coming to the kennel.
Colby Kennels will NOT accept a dog from the City of Newburgh without the proper vaccination paper work.
EXCEPTION - RABIES QUARANTINE dogs do not need vaccinations. Colby Kennels has the right to deny an aggressive dog from entering the kennel that it determines to be a liability to the staff and clients.

All dogs must be brought to and picked up during Colby Kennels office hours:
Monday thru Friday 8 am to 12 noon and 4 pm to 5 pm
Saturday 8 am to 12 noon
The office is closed Saturday afternoons, Sundays and major holidays.

For each dog brought to or caused to be placed in the physical custody of Colby Kennels by the City of Newburgh, Colby Kennels shall be paid a one-time fee as follows:

A. For each dog determined to be suitable for adoption, the daily fee will be $29.00 until the dog is spayed/neutered.

B. For each such dog determined to be unsuitable for adoption, the daily fee will be $29.00 and the dog MUST be removed as soon as possible after the 7 day hold period.

C. For each dog held for 10-day RABIES QUARANTINE, the daily fee will be $29.00 until the dog is removed.

D. Once a suitable dog has been spayed or neutered **and** returns to Colby Kennels,

the daily fee will be $19.00 until the dog is removed.

E. Colby Kennels will bill the City of Newburgh for all dogs in its care the first of every month and must be paid in full within 21 days.

F. No more than six (6) dogs may be left in the custody of Colby Kennels at any one time without the consent of Colby Kennels Manager Mabel Finley and/or Linda Jobson, Owner.

G. Lt. Christina Schluter and upon Lt. Schluter's separation from service to the City of Newburgh Police Department, the Chief's designee will assume this responsibility; no other person or entity; shall be responsible for determining whether each such dog is suitable for adoption and shall be responsible for the tasks associated with the adoption/transfer of such dogs.

RESOLUTION NO.: ___231___-2020

OF

SEPTEMBER 28, 2020

A RESOLUTION AMENDING THE 2020 PERSONNEL ANALYSIS BOOK TO ADD TWO CODE COMPLIANCE OFFICER POSITIONS IN THE CITY OF NEWBURGH BUREAU OF CODE COMPLIANCE

WHEREAS, the Bureau of Code Compliance proposes to add two Code Compliance Officer positions to continue to administer and enforce the Rental License Program; and

WHEREAS, funding for the additional Code Compliance Officer positions in 2020 will be derived from the Cities RISE grant; and

WHEREAS, the City Council has determined that adding two Code Compliance Officer positions in the Bureau of Code Compliance will promote economy and efficiency within the Bureau; the same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Personnel Analysis Book for the fiscal year 2020 be amended, and that there be and hereby is created two additional positions in the job title "Code Compliance Officer" in the Bureau of Code Compliance.

ORDINANCE NO.: ___8____ - 2020

OF

SEPTEMBER 28, 2020

AN ORDINANCE AMENDING CHAPTER 88 ENTITLED "RECORDS RETENTION" OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH TO ADOPT RETENTION AND DISPOSITION SCHEDULE FOR NEW YORK LOCAL GOVERNMENT RECORDS (LGS-1)

BE IT ORDAINED by the City Council of the City of Newburgh, New York that Chapter 88, entitled "Records Retention" of the Code of Ordinances is amended as follows:

SECTION 1. Chapter 88. Records Retention

Section 88-1. Adoption of schedule.

Retention and Disposition Schedule for New York Local Governments (LGS-1) ~~Records Retention and Disposition Schedule MU-1~~, issued pursuant to Article 57-A of the Arts and Cultural Affairs Law and containing legal minimum retention periods for municipal government records, is hereby adopted for use by all municipal officers in disposing of municipal government records listed therein.

Section 88-2. Disposition of records.

In accordance with Article 57-A of the Arts and Cultural Affairs Law:

A. Only those records will be disposed of that are described in Retention and Disposition Schedule for New York Local Governments (LGS-1) ~~Records Retention and Disposition Schedule MU-1~~ after they have met the minimum retention period described therein.
B. Only those records will be disposed of that do not have sufficient administrative, fiscal, legal or historical value to merit retention beyond established time periods.
C. All digitally created or digitally converted records shall be designated as the official copy of the record and maintained in digital format for the legally prescribed retention period of the record in accordance with the guidelines set forth in the Regulations of the Commissioner of Education, Part 185.8, section 57.29 of the Arts and Cultural Affairs Law and all related standards and guidelines set by the Commissioner of Education. Copies of records in other formats, including paper, shall be deemed convenience copies and disposed of when no longer needed for reference or other administrative purposes.

SECTION 2. This ordinance shall take effect immediately.

~~Strikethrough~~ denotes deletions
Underlining denotes additions

Retention and Disposition Schedule for New York Local Government Records (LGS-01)

2020

New York State Archives

RETENTION AND DISPOSITION SCHEDULE FOR NEW YORK LOCAL GOVERNMENT RECORDS (LGS-1)

Section 185.15, *8NYCRR* (Appendix L)

FOR USE BY

CITIES
TOWNS
VILLAGES
FIRE DISTRICTS
COUNTIES
SCHOOL DISTRICTS
BOARDS OF COOPERATIVE EDUCATIONAL SERVICES
TEACHER RESOURCE AND COMPUTER TRAINING CENTERS
COUNTY VOCATIONAL EDUCATION AND EXTENSION BOARDS
MISCELLANEOUS LOCAL GOVERNMENTS

The University of the State of New York
THE STATE EDUCATION DEPARTMENT
New York State Archives
2020

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From cover: City hall in Buffalo, NY. New York State Archives. New York (State). Education Dept. Division of Archives and History. Photographs of historic sites and structures, 1936-1963. Series A0245-77. Erie County.

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PURPOSE

This *Retention and Disposition Schedule for New York Local Government Records* indicates the minimum length of time that local government officials must retain their records before they may be disposed of legally. It consolidates and revises *Records Retention and Disposition Schedules CO-2*, *MU-1*, *MI-1*, and *ED-1*. It has been prepared and issued by the State Archives, State Education Department, pursuant to Section 57.25 of the Arts and Cultural Affairs Law, and Part 185, Title 8 of the *Official Compilation of Codes, Rules and Regulations of the State of New York*.

The purposes of this Schedule are to:

1) ensure that records are retained as long as needed for administrative, legal and fiscal purposes;
2) ensure that state and federal record retention requirements are met;
3) ensure that records with enduring historical and other research value are identified and retained permanently; and
4) encourage and facilitate the systematic disposal of unneeded records.

ABOUT THIS SCHEDULE

This *Retention and Disposition Schedule for New York Local Government Records* provides a single, consolidated resource for all types of local governments to consult to determine the retention period for records they create. There are no longer separate retention schedules for different types of local governments. By consolidating multiple, disparate retention schedules, this schedule helps to ensure consistent retention and disposition guidance for records that are common to multiple types of local governments. This consolidated Schedule also facilitates modifications to retention periods when there are changes to laws, regulations or other mandates that affect retention.

PREVIOUS SCHEDULES SUPERSEDED

Retention and Disposition Schedule for New York Local Government Records supersedes and replaces *Schedules CO-2*, *MU-1*, *MI-1*, and *ED-1*, previously issued by the State Archives. **The consent of the Commissioner of Education to use these schedules is withdrawn, and they may not be used to dispose of records.** The governing body must utilize this *Retention and Disposition Schedule for New York Local Government Records* in order to dispose of any records.

HOW TO USE RETENTION AND DISPOSITION SCHEDULE FOR NEW YORK LOCAL GOVERNMENT RECORDS

ADOPTION OF THE SCHEDULE AND REQUESTS FOR ADDITIONAL COPIES

Before any records listed on the *Retention and Disposition Schedule for New York Local Government Records* may be disposed of and even if the local government previously adopted *Schedules CO-2, MU-1, MI-1, and ED-1*,the governing body must formally adopt the Schedule by passing a resolution. A model resolution is included at the end of the Introduction to this Schedule. It is not necessary to send a copy of the passed resolution to the State Archives. The Schedule must be adopted no later than January 1, 2021. Upon adoption, this Schedule supersedes *Schedules CO-2, MU-1, MI-1, and ED-1.*

This Schedule may be used by the local government until the governing body rescinds its authorizing resolution, or the Schedule is superseded or replaced by the State Archives.

Additional paper or electronic copies of this Schedule can be obtained by calling the State Archives at (518) 474-6926 or emailing at recmgmt@nysed.gov. The Schedule is also available on the State Archives' website at http://www.archives.nysed.gov.

ARRANGEMENT OF ITEMS ON THE SCHEDULE

In general, items on the *Retention and Disposition Schedule for New York Local Government Records* are arranged as they were in the previous schedules, with a few significant exceptions:

- General Administration section: This new section combines the former General and Miscellaneous sections. In addition, it includes items that were duplicated in other sections including, but not limited to, the County Clerk and School District and BOCES sections.

- Executive section: This new section combines the former Supervisor, Mayor, Manager, and/or Administrator section in the *Schedule MU-1*; County Executive, Manager, and/or Administrator section in the *Schedule CO-2*; and the Executive, Manager, and/or Administrator section in the *Schedule MI-1*. In addition, the school superintendent's office files item, previously found in the *Schedule ED-1's* Administration section was folded into this new Executive section.

- School District and BOCES section: This new section retains the unique subsections of the *Schedule ED-1*, including Administration, Food Management and Child Nutrition, Gifted and Talented Programs, Health, Instruction, Magnet Schools, Nursing Education, School

Safety, Special Education, Student Records, Supplemental Education Services, Teacher Resource and Computer Training Center, Transportation: School Bus Routing and Scheduling, and Transportation: Other School Transportation Records.

NEW OR REVISED ITEMS

Items on this Schedule preceded by a diamond symbol (♦) are either new to this edition, or have been substantively changed from the previous edition. They may have longer or shorter retention periods, additional parts, or additional or revised explanatory notes. Please note these changes carefully on your office schedules and/or inventory or records control forms because only the current items as contained in this edition of the *Retention and Disposition Schedule for New York Local Government Records* are legally applicable.

UNIQUE ITEM NUMBERING SYSTEM

Items are assigned a unique identifying number. That number, which appears in bold will not change as items are revised or relocated in new editions of the *Retention and Disposition Schedule for New York Local Government Records*. Former unique numbers from previous schedules (*Records Retention and Disposition Schedules CO-2*, *MU-1*, *MI-1*, and *ED-1*) are noted to the right of the new unique number.

INTERPRETING SCHEDULE ITEMS

Many of the schedule items are broad and describe the purpose or function of records rather than identifying individual documents and forms. Local officials should match the records in their offices with the generalized descriptions on the Schedule to determine appropriate retention periods. Records whose content and function are substantially the same as an item described in the Schedule should be considered to be covered by that item. Local officials should check with the State Archives when they are uncertain regarding coverage of a function. In situations where local officials have combined related types of records, covered by different items in this Schedule, into a single file series, it may be impractical to separately apply the retention periods of the various applicable Schedule items to the individual records in the file. In such situations, officials may find it more convenient to dispose of the entire set of records by using the applicable retention item with the longest retention period.

Retention periods on this Schedule apply to one "official" copy designated by the local government unless otherwise stated. No matter what the medium, local officials must ensure that the information will be retained for the specified retention period.

The retention periods listed on this Schedule pertain to the information contained in records, regardless of physical form or characteristic (paper, microfilm, computer disk or tape, or other medium). Duplicate copies of records, including copies maintained on different media

(paper, electronic, etc.), may be disposed of in accordance with item no. 58 of the General Administration section of this Schedule.

EXCEPTIONS TO APPLYING RETENTION PERIODS INDICATED IN SCHEDULE

LEGAL ACTIONS

Some records may be needed to defend the local government in legal actions. Records that are being used in such actions must be retained for the entire period of the action even if their retention period has passed. **If the retention period has expired by the time the legal action ends, the record must be retained for at least one additional year** to resolve any need for the record in an appeal. If the retention period has **not** expired, the record must be retained for the remainder of the retention period, but not less than one year after the legal action ends. Prior to disposing of records, local officials may wish to consult with their county attorney to verify that no legal actions have been initiated which would require longer retention of the records.

AUDITS

Program and fiscal audits and other needs of state and federal agencies are taken into account when retention periods are established by the State Archives. However, in some instances agencies with audit responsibility and authority may formally request that certain records be kept beyond the retention periods. If such a request is made, these records must be retained beyond the retention periods until the local government receives the audit report or until the need is satisfied.

ADDITIONAL RETENTION REQUIREMENT IN COMMISSIONER'S REGULATIONS

The State Education Department's Office of the Professions oversees the professional conduct of licensed health professionals other than physicians, who are under the jurisdiction of the Department of Health. Section 29.2 of *8NYCRR* (Regulations of The Commissioner of Education) contains "General Provisions for the Health Professions." Paragraph 3 of subdivision a of this Section states that "unprofessional conduct" includes "failing to maintain records for each patient which accurately reflects the evaluation and treatment of the patient. Unless otherwise provided by law, all patient records must be retained for at least six years. . . . . records of minor patients must be retained for at least six years, and until one year after the patient reaches the age of 21 years."

A number of health-related items on the Schedule contain minimum legal retention periods which permit disposition of records three years after a minor attains age 18. These items are mostly found

in the Personnel/Civil Service and Public Health sections. In these instances, certain records pertaining to minors must also be retained for an additional year if those records are subject to the Section 29.2 requirements for health professionals, other than physicians, employed by or associated with local governments. For additional information on this situation, contact the State Archives' Government Records Services.

RECORDS CREATED BEFORE 1910

Disposition of records created before 1910 requires specific written approval from the State Archives, as required by Section 185.6 (c) of *8NYCRR*, the Regulations of the Commissioner of Education. Certain records which would normally be disposable under this Schedule may need to be kept if created before 1910. Often these records have continuing historical or research value because:

1) Other documentation no longer exists. Many earlier records were destroyed through natural disaster or through destruction by public officials prior to the passage of the first state statute in 1911 requiring the consent of the Commissioner of Education to the disposition of local public records;

2) The volume and type of information contained in records have changed since the beginning of the 20th century. Older records often have more detailed and historically significant information than those produced today;

3) Early records sometimes have intrinsic value beyond the information they contain. "Intrinsic value" refers to qualities, such as value for exhibits, association with significant events, and aesthetic value, which records may possess beyond merely the information they contain. Further information on identifying records with intrinsic value is provided in the State Archives' Publication No. 36, *Intrinsic Value of Local Government Archival Records*.

Local officials desiring to dispose of any records created before 1910 should contact the State Archives, to obtain disposition request forms. **This requirement also applies to the disposition of original records predating 1910 which have been microfilmed.** The State Archives will review each request and advise the local government on retention or disposition of the records.

RECORDS NOT LISTED ON THIS SCHEDULE

This Schedule covers the vast majority of all records of local governments. For any record not listed, the Records Management Officer, or the custodian of the record, should contact the State Archives to determine if it is indeed covered by this Schedule and if a legal minimum retention period has been established. If not, the State Archives will consult with appropriate state and local officials and users of local government records and advise the local government on the disposition of the records. If the record is not covered by an item on this Schedule, it must be retained until a

revised edition of or addendum to the Schedule is issued containing an item covering the record in question and providing a minimum legal retention period for it.

Conversely, the State Archives has no legal authority to require local governments to create records where no records exist, even if the records in question are listed on this Schedule. Although there may be laws, regulations or other requirements that certain records must be created, those requirements do not originate from the State Archives. Instead, the purpose of this Schedule is to authorize the disposition of records which local governments maintain. The mere fact that a record is identified on this Schedule should not be interpreted as a requirement that the record must be created.

Local public benefit corporations (per Section 2 of the Public Authorities Law, those whose members are not appointed by the governor nor hold a civil office of the state) or other special purpose units of local government located in New York City may possess records not covered by this Schedule. Pursuant to Section 185.5 (c) of *8NYCRR* these local governments may use their own local records retention and disposition schedules in lieu of this Schedule. These local schedules must be approved by the State Archives. For additional information on this subject, contact the State Archives' Government Records Services.

RECORDS OF LOCAL GOVERNMENTS WHERE DISPOSITION IS GOVERNED BY SPECIFIC LAWS

Records of housing authorities are disposable according to Section 59 of the Public Housing Law.

Records of the Utica Transit Authority are disposable according to Section 68 of the Transportation Law.

CANCELED OBLIGATIONS

The disposition of canceled obligations (including bonds and notes) is covered by Section 63.10 of the Local Finance Law and Part 55 of Title 2 of the *Official Compilation of Codes, Rules and Regulations of the State of New York*. Questions about the destruction procedure should be addressed to the Office of State Comptroller, Division of Legal Services, 110 State Street, Albany, NY 12236; phone: (518) 474-5586.

COURT RECORDS IN MUNICIPAL AND COUNTY OFFICES

Disposition of court records is governed by the state Office of Court Administration (OCA). Disposition schedules listing court records held by municipalities are available from OCA. For information, contact the Office of Records Management, Office of Court Administration, 25 Beaver Street, 8th floor, New York, NY 10004; phone: (212) 428-2875.

OFFICIAL BIRTH, DEATH, AND MARRIAGE RECORDS

Records of births, deaths, and marriages (dating after 1880) generated pursuant to Article 41 of the Public Health Law are considered state government records even though they are generated by or filed in local government offices. Disposition of state government records is governed by the provisions of Section 57.05 (11) of the Arts and Cultural Affairs Law. Disposition under this Law is also coordinated by the State Archives' Government Records Services. Vital records are authorized for disposition under the following Records Disposition Authorizations (RDAs):

- birth records (RDAs 19669, 19670, and 19671): Retain original paper record permanently unless the paper record is microfilmed or scanned in which case the microfilm or scanned copy should be kept permanently and the paper original can be destroyed after 3 years.

- death certificates (RDAs 19665, 19666, and 19667): Retain original paper record permanently unless the paper record is microfilmed or scanned in which case the microfilm or scanned copy should be kept permanently and the paper original can be destroyed after 3 years.

- marriage records (RDAs 19662, 19663, and 19664): Retain original paper record permanently unless the paper record is microfilmed or scanned in which case the microfilm or scanned copy should be kept permanently and the paper original can be destroyed after 3 years.

- burial transit records (RDAs 19239, 19240, and 19241): Retain original paper record permanently unless the paper record is microfilmed or scanned in which case the microfilm or scanned copy should be kept permanently and the paper original can be destroyed after 1 year.

- applications or requests for copies of vital records and general subject and correspondence records (RDA 19668): Destroy after 5 years

For more information, contact the State Archives or the Director's Office, Vital Records Section, New York State Department of Health, PO Box 2602, Albany, NY 12220-2602; phone: (518) 474-3055.

RECORDS OF NEW YORK CITY

While retention periods for records of New York City offices, boroughs, and public administrators are established by the New York City Department of Records and Information Services (DORIS), remember that all other local governments located in New York City, including counties, school districts and public benefit corporations, use retention schedules issued by the State Archives for records **other than** court records.

RECORDS OF A COUNTY DISTRICT ATTORNEY

Disposition of these records is presently covered by Section 89.2 of the Judiciary Law. Application must be made to the appropriate Judicial Department of the Appellate Division of the State Supreme Court.

RECORDS OF A COUNTY BOARD OF ELECTIONS

A schedule for disposition of records of county boards of elections was issued in 1996 by the State Archives and the State Board of Elections. This schedule covers only election records of county boards; general administrative records are listed on the *Retention and Disposition Schedule for New York Local Government Records*. Copies of this schedule are available on the State Archives' website: http://www.archives.nysed.gov/common/archives/files/mr_pub_electionschedule.pdf.

COUNTY MOTOR VEHICLES RECORDS FOUND IN COUNTY CLERKS' OFFICES

These records are **state** government records. Disposition of state government records is governed by the provisions of Section 57.05 (11) of the Arts and Cultural Affairs Law. Disposition under this Law are also coordinated by the State Archives' Government Records Services. For more information, contact the State Archives or the Records Management Officer, New York State Department of Motor Vehicles, Swan Street Building, ESP, Albany, NY 12228.

RECORDS OF DISTRICT SUPERINTENDENTS OF SCHOOLS

These records are considered records of the State Education Department (SED). Disposition of State government records is governed by the provisions of Section 57.05 (11) of the Arts and Cultural Affairs Law. Disposition under this Law is also coordinated by the State Archives' Government Records Services. For more information, contact the State Archives or SED's Records Management Officer. Contact the State Archives for the name and address/phone number of the current SED Records Management Officer.

RECORDS THAT HAVE BEEN MICROFILMED OR ELECTRONICALLY DUPLICATED

The retention and disposition of the originals of records that have been microfilmed or electronically duplicated is governed by Section 57.29 of the Arts and Cultural Affairs Law and State Archives' procedures. Please contact the State Archives for further information prior to beginning a program of microfilming or any other form of records duplication.

ELECTRONIC RECORDS

While items on this Schedule for the most part cover records regardless of the format in which they are maintained, electronic records in some subject areas are treated differently in this edition of the schedule. Some electronic records are listed specifically in the Building and Property Regulation, Environmental Health, Information Technology, Public Health, Public Safety, Taxation and Assessment, and Transportation and Engineering sections. Consult the State Archives' Regulations relating to electronic records (Section 185.8, *8NYCRR*), and contact the State Archives if you have any questions or problems after reviewing these requirements. Contact the State Archives as well if you need additional information on electronic records falling in the subject areas mentioned above.

Generally, records transmitted through e-mail systems have the same retention periods as records in other formats that are related to the same program function or activity. E-mail records should be scheduled for disposition in conjunction with any other records related to the program function. Local governments may delete, purge, or destroy e-mail records provided that the records have been retained for the minimum retention period established in this Schedule and are not being used for a legal action or audit. Transitory messages may be destroyed in a timely manner, using item no. 57 in the General Administration section of the Schedule. Further information on e-mail records, suggested filing practices, dealing with duplicate copies, and a sample e-mail policy are found on the State Archives' website at http://www.archives.nysed.gov. Contact the State Archives for additional information.

If an official set of records is maintained offline, any electronic records posted to the government's website for distribution may be considered duplicate records and may be disposed of when no longer needed. A web crawl that captures and preserves an entire or parts of a website may be considered a publication and is covered by item no. 68 in the General Administration section.

PUBLIC ACCESS TO RECORDS

This Schedule does not address the issue of public access to records. Access issues are not covered by the Local Government Records Law but are covered by the Freedom of Information Law (Public Officers Law, sections 84 through 90). The State Archives urges local government officials to consult with their own counsels, the Committee on Open Government which administers the Freedom of Information Law (see below), or the state or federal agency having oversight over the records in question.

The Committee on Open Government is responsible for administering the Freedom of Information Law, which governs rights of access to government records. (The Committee also administers the Open Meetings Law which concerns the conduct of meetings of public bodies and the right to attend those meetings.) The Committee can provide written or oral advice and mediate in controversies in which rights may be unclear. For more information or advice, please contact:

Committee on Open Government
NYS Department of State
One Commerce Plaza
99 Washington Avenue, Suite 650
(518) 474-2518

ARCHIVAL RECORDS

Archival records are records that governments must keep permanently to meet fiscal, legal, or administrative needs of the government or which the government retains because they contain historically significant information. Records do not have to be old to be archival; local officials create and use archival records daily in offices. What makes a record worthy of permanent retention and special management is the continuing importance of the information it contains.

When the State Archives has determined that a record series has enduring historical or other research significance for all local governments, the series has been given a **PERMANENT** designation on the Schedule. Other record series which may have historical or research significance in some local governments but not in others have an appraisal note to encourage local officials to evaluate the records to determine their importance prior to disposition. However, the State Archives cannot identify all record series with historical or research significance for individual local governments. Knowledge of people, places, or events in each community and the unique circumstances of each government will determine which records are significant. **Local officials will need to appraise records with nonpermanent retention periods for potential research or historical value before destroying them.**

The usefulness of archival records depends on the government's ability to preserve them, retrieve the information they contain, and make that information available to staff and researchers. Further information on managing archival records is provided in the State Archives' Publication, *Fundamentals of Managing Local Government Archival Records*.

APPRAISING RECORDS FOR HISTORICAL OR RESEARCH SIGNIFICANCE

Some items in this Schedule contain an appraisal note, e.g., “appraise for historical value.” A local government record has historical or other research importance if it provides significant evidence of how the government functions and/or if it provides significant information about people, places

or events that involve the government. Since each community has its own unique history, the importance or value of a record series may vary from local government to local government.

Because local governments are continually involved in the lives of people, their records may contain a tremendous amount of information about the people who live there, the buildings and sites within their borders, and the important time periods or significant events that affected the people of the region. Government records can reveal information about what people owned; about attitudes, values and concerns of the citizens; about how the construction of a new highway led to the end of a neighborhood; or about how a community reacted to a military base closing. The records may contain information about the people, places or events themselves or about the decisions made in relation to them. This information can be very valuable to staff, researchers, and the public, but only if the information itself is significant. The records must contain enough information to adequately document the people, places, or events recorded. The significance of the records will depend on:

- **When the records were created:** records created during a time of momentous change, which are scarce or which cover a long period of time tend to be more significant.

- **What kind of information the records contain:** records that contain more in-depth information are more likely to have enduring value.

- **Who created the records:** records that reflect an employee's perspective or individual point of view may be more significant.

- **What other records exist:** if the information in the records exists in other records within the local government or elsewhere in the state or country, then the records are less likely to be significant.

- **The unique history of the local government or community:** records created during important time periods or events can provide clues to how the events affected the development of the government and the community it serves.

The historical or other research importance of records will vary from local government to local government and from region to region. The people, places, or events in each community, and the unique circumstances of each government, determine which records are significant. Further information on identifying historically significant records is provided in the State Archives' Publication, *Appraisal of Local Government Records for Historical Value*. State Archives' staff can also advise and assist local officials who are appraising records for potential long-term research value.

SUGGESTIONS FOR RECORDS DISPOSITION

Once this Schedule has been formally adopted valueless records may be disposed of continually as they meet their stated minimum retention periods. The advantages of a program for systematic, legal disposal of obsolete records are that it

1) ensures that records are retained as long as they are actually needed for administrative, fiscal, legal, or research purposes;
2) ensures that records are promptly disposed of after they are no longer needed;
3) frees storage space and equipment for important records and for new records as they are created;
4) eliminates time and effort required to service and sort through superfluous records to find needed information;
5) eliminates the potential fire hazard from storage of large quantities of valueless records; and
6) facilitates the identification and preservation of archival records.

Suggestions for systematically approaching the disposition process include the following:

(A) Section 57.19 of the Arts and Cultural Affairs Law requires each local government to designate a Records Management Officer to coordinate or directly carry out disposition. The duties of a Records Management Officer are found in Section 185.2 of *8NYCRR*. Contact the State Archives for additional information.

(B) Disposition should be carried out regularly, at least once a year. It should not be deferred until records become a pressing storage problem. Duplicate copies of records, including copies maintained on different media (paper, electronic, etc.), may be disposed of in accordance with item no. 58 of the General Administration section of this Schedule.

(C) State law does not prescribe the physical means of destruction of most records. Records may be destroyed in any way the Records Management Officer or other local official chooses. Disposition through consignment to a paper recycling plant is often the best choice as it helps conserve natural resources and may also yield revenue for the local government. For records containing confidential information, disposition should be carried out in a way that ensures that the confidentiality of individuals named in the records is protected.

(D) A record should be kept of the identity, inclusive dates, and approximate quantity of records that are disposed. Sample disposition forms are available from the State Archives.

(E) The Records Management Officer, or other official who carries out disposition, should describe what has been done to dispose of records during the year in an annual report to the governing body.

IMPORTANT REMINDERS

1. Local governments must adopt this Schedule prior to its use and by January 1, 2021.

2. Records created before 1910 (even those which have been microfilmed) are not eligible for disposition without written permission from the State Archives.

3. No records may be disposed of unless they are listed on this Schedule, or their disposition is covered by other state laws.

4. Records common to most offices are listed under the General Administration section of the Schedule. You should first attempt to locate a specific item under a functional heading. If the record you are locating cannot be found under a functional heading, then proceed to this General Administration section to search for a less specific item covering the record.

5. Records being used in legal actions must be retained for one year after the legal action ends, or until their scheduled retention period has passed, whichever is longer.

6. Any record listed in this Schedule for which a Freedom of Information (FOIL) request has been received should not be destroyed until that request has been answered and until any potential appeal is made and resolved, even if the retention period of the record has passed.

7. Records being kept beyond the established retention periods for audit and other purposes at the request of state or federal agencies must be retained until the local government receives the audit report, or the need is satisfied.

8. Retention periods on this Schedule apply to one "official" copy designated by the local government, unless otherwise stated.

9. The retention periods listed on this Schedule pertain to the information contained in records, regardless of physical form or characteristic (paper, microfilm, computer disk or tape, or other medium).

10. The State Archives has no legal authority to require local governments to create records where no records exist, even if the records in question are listed on this Schedule.

11. The new General Administration section combines the former General and Miscellaneous sections. In addition, it includes items that were duplicated in other sections including, but not limited to, the County Clerk and School District and BOCES sections. The new Executive section combines Supervisor, Mayor, Manager, Administrator, County Executive, and Executive sections, and the school superintendent item into one section. The new School District and BOCES section retains the unique subsections of the Schedule ED-1, including Administration, Food Management and Child Nutrition, Gifted and Talented Programs, Health, Instruction, Magnet Schools, Nursing Education, School Safety, Special Education, Student Records, Supplemental Education Services, Teacher Resource and Computer Training Center, Transportation: School Bus Routing and Scheduling, and Transportation: Other School Transportation Records.

12. The State Archives cannot identify all record series with historical significance for individual local governments. Local officials will need to appraise records with nonpermanent retention periods for potential research or historical value before destroying them.

13. Certain health-related records may need to be retained for one year longer than this Schedule dictates if those records are subject to the requirements stated in Section 29.2 of *8NYCRR*.

14. The Local Government Records Law and this Schedule do not address confidentiality of records. Confidentiality of records is often dependent upon what information they contain. Local officials should address such questions to the Committee on Open Government, their own counsels, or other state or federal agency having oversight of the records in question.

MORE INFORMATION

State Archives staff will help local governments interpret and use this Schedule. The State Archives hopes to refine, update, and reissue this Schedule periodically, and welcomes suggestions for improvements in content and format. The State Archives also issues publications on local government records administration and provides advice and assistance to local governments on records management and archival administration problems. For more information contact:

New York State Archives
9A47 Cultural Education Center
Albany, NY 12230
phone: (518) 474-6926
email: recmgmt@nysed.gov
website: http://www.archives.nysed.gov

MODEL RESOLUTION

RESOLVED, By the _____ [title of governing body] of _____ [local government name] that *Retention and Disposition Schedule for New York Local Government Records*, issued pursuant to Article 57-A of the Arts and Cultural Affairs Law, and containing legal minimum retention periods for local government records, is hereby adopted for use by all officers in legally disposing of valueless records listed therein.

FURTHER RESOLVED, that in accordance with Article 57-A:

a) only those records will be disposed of that are described in *Retention and Disposition Schedule for New York Local Government Records* after they have met the minimum retention periods described therein;

b) only those records will be disposed of that do not have sufficient administrative, fiscal, legal, or historical value to merit retention beyond established legal minimum periods.

The City of Newburgh
Office of the Corporation Counsel

City Hall – 83 Broadway
Newburgh, New York 12550

Michelle Kelson
Corporation Counsel

Tel. (845) 569-7335
Fax. (845) 569-7338

Jeremy Kaufman
Assistant Corporation Counsel

MEMORANDUM

TO: Councilman Anthony Grice
Councilwoman Karen Mejia
Councilwoman Ramona Monteverde
Councilman Omari Shakur
Councilman Robert Sklarz
Councilwoman Patricia Sofokles
Mayor Torrance Harvey
Joseph P. Donat, City Manager

FROM: Michelle Kelson, Corporation Counsel

RE: Proposed third draft local law
Term limits for Mayor and Councilman

DATE: September 18, 2020

As you may be aware City Charter Section C3.10 establishes the terms of office of the City of Newburgh's elected and appointed officers and provides that the terms of office of the Mayor and Councilman shall be four (4) years. Currently, the City Charter does not limit the number of terms, consecutive or otherwise, that a person who is elected as Mayor or Councilman may serve.

In 2018, Councilwoman Mejia proposed term limits for elective office in the City of Newburgh but no action on the proposed local law was taken at that time. A local governing body may adopt a local law providing for limits on the number of consecutive terms an elected official may serve and such a local law is not subject to a mandatory referendum or referendum on petition (also known as a permissive referendum). New York State Municipal Home Rule Law ("MHRL") Section 10(1)(i) and (ii)(a)(1) authorizes local governing bodies to adopt local laws consistent with the Constitution and general NYS laws relating to the property, affairs, to the government of a local government and to the qualification of its officers and employees. The New York State Attorney General ("NYSAG") determined that a limitation on the number of consecutive terms sufficiently relates to the affairs and government of a local government and constitutes a qualification for office and does not conflict with any NYS law or Constitution.

A local government may conduct a referendum only where there is specific statutory or constitutional authority to do so. MHRL Sections 23 and 24 provide the statutory authority for conducting mandatory referenda and referenda on petition. In reviewing the authority for mandatory referenda, the NYSAG determined that a local law establishing term limits does not implicate any of the subjects listed in MHRL Section 23 and therefore is not subject to a mandatory referendum. The NYSAG specifically found that such local law does not change the law of succession to the office of mayor of a city and does not abolish, transfer or curtail any power of an elected officer. MHRL Section 23(2)(d), (e) and (f). The NYSAG also determined that a local law establishing term limits does not implicate any of the subjects listed in MHRL section 24 and therefore found no authority to conduct a referendum on petition.

Attached to this memorandum, please find for consideration and review the most recent draft local law for the establishment of term limits for the elected offices of Mayor and Councilman, as follows:

1. The maximum number of consecutive terms to which the officer shall be elected is 3.
2. The commencement date from which the maximum number of elected terms is counted is January 1, 2022.
3. In addition to a maximum number of consecutive terms, the corresponding maximum number of consecutive years to which any person may hold an elective office is 12.
4. The calculation of maximum number of consecutive terms and consecutive years which addresses the circumstances where vacancies and appointments/elections to fill vacancies occur is a maximum of 4 four year terms or 12 years.

The maximums were proposed in 2018 and remain is open to discussion by the Council. If the Council determines to proceed, the next step is to schedule a public hearing on the draft local law. A resolution scheduling a public hearing can be added to the September 28, 2020 Council meeting agenda for the public hearing to be held at the following regular Council meeting now scheduled for Tuesday, October 13, 2020.

Michelle Kelson
_____
MICHELLE KELSON
Corporation Counsel

MK/bhs
Attachments

RESOLUTION NO.:__232__ - 2020

OF

SEPTEMBER 28, 2020

RESOLUTION SCHEDULING A PUBLIC HEARING FOR OCTOBER 13, 2020 TO HEAR PUBLIC COMMENT CONCERNING A LOCAL LAW AMENDING CITY CHARTER SECTION C3.10 ENTITLED "TERMS OF OFFICE" OF THE CITY CHARTER OF THE CITY OF NEWBURGH TO ESTABLISH TERM LIMITS FOR ELECTED OFFICIALS

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning "A Local Law amending City Charter Section C3.10 entitled 'Terms of Office' of the City Charter of the City of Newburgh to establish term limits for elected officials"; 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 13th day of October, 2020,; and

BE IT FURTHER RESOLVED, that due to public health and safety concerns related to COVID-19, the City Council will not be meeting in-person. In accordance with the Governor's Executive Order 202.1, as amended, the October 13, 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 local law as follows:

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

To access the City Council Work Session and Meeting remotely: join from a PC, Mac, iPad, iPhone, or Android device through the Zoom App: https://zoom.us/webinar/register/WN_qEHeROI-S2KzbNThXDxU7g. Please note that there is an underscore between the "N" and "q").

To register in advance for this webinar in order to provide comments during the hearing: https://zoom.us/webinar/register/WN_qEHeROI-S2KzbNThXDxU7g. Please fill out the required information (First Name, Last Name, E-mail Address). After registering, you will receive a confirmation email containing information about joining the webinar.

Comments can be provided by email before the meeting to comments@cityofnewburgh-ny.gov with the Subject Line in this format: "PUBLIC HEARING ITEM" by 4:00 p.m. on Friday, October 9, 2020. Please check the meeting Agenda posted on the website for further instructions to access the virtual meeting and for updated information.

LOCAL LAW NO.: _____ - 2020

OF

_____, 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. A person appointed by the Council to fill a vacancy in the office of Mayor or Councilman who subsequently is elected to the office of Mayor or Councilman in a general election may not serve more than three complete four (4) year terms or more than 12 consecutive years.
B. The terms of office of the Civil Service Commissioner shall be six years.
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

~~Strikethrough~~ denote deletions
Underlining denotes additions

DRAFT

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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~~Strikethrough~~ denote deletions
Underlining denotes additions

RESOLUTION NO.: 233 - 2020

OF

SEPTEMBER 28, 2020

A RESOLUTION APPOINTING MARIA RAMIREZ AS AT-LARGE MEMBER TO THE POLICE COMMUNITY RELATIONS AND REVIEW BOARD

WHEREAS, the City Council of the City of Newburgh adopted Ordinance No. 1-2014 of July 14, 2014 which amended Chapter 72 of the City Code of Ordinances to create a "Police Community Relations and Review Board"; and

WHEREAS, the City Council of the City of Newburgh adopted Ordinance No. 1-2020 of January 27, 2020 which further amended Chapter 72 of the City Code of Ordinances to provide for one member from each of the four wards to be appointed by the Council member elected from each ward and for the City Council to appoint three at-large members with one such member being designated chairperson; and

WHEREAS, there is a vacancy on the Police Community Relations and Review Board for an at-large member; and

WHEREAS, Maria Ramirez has expressed interest in serving as a member of the Police Community Relations and Review Board and the City Council finds making such appointment 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 Maria Ramirez be appointed as at-large members to the Police Community Relations and Review Board for a three-year terms commencing on September 29, 2020 and expiring on September 28, 2023.

9/18/20 PCRRB INTEREST LIST – ONE at large appointment

Eligible appointees remaining from August list:

Vickiana DeMora
Ray Harvey
Lee Harrison
Chandra James
Richie Rosencrans
Rosanna Rossi

Referrals by Chairperson Boyd:

Maria Ramirez
Alissa Combs

From: Donat, Joseph
To: Diaz, Eliana; Kelson, Michelle
Subject: FW:
Date: Monday, July 20, 2020 2:01:32 PM

For your records.

-----Original Message-----
From: Ray Harvey <r5270862@icloud.com>
Sent: Monday, July 20, 2020 1:54 PM
To: Donat, Joseph <JDonat@cityofnewburgh-ny.gov>
Subject:

Hey this is Ray Harvey President of NAACP it would be a honor to serve on the police review board Sent from my iPhone

City Manager Joseph P. Donat
Newburgh City Hall
83 Broadway
Newburgh, NY 12550

January, 2020

Mr. Joseph P. Donat,

I am writing to express interest in vacant board positions in the City of Newburgh: alternate member for the **Planning Board** and member of the **Police-Community Relations & Review Board.**

My wife, Rebecca, and I bought our house in the City of Newburgh in 2016 and we live here with our two young daughters. Moving from Brooklyn, we wanted to find a house with more space and be closer to the state parks that we love without giving up city life completely. We found a beautiful house on a block in Newburgh with neighbors who call when we forget to close the garage door, don't mind our daughters riding scooters in their driveways, and who come together for birthdays and other celebrations.

Rebecca is an Assistant Teacher in Beacon, and I work in executive management for a coffee company in Manhattan, where I have worked for fifteen years – most of that time in business management. My expertise has been cultivated through real-world experience and mentor relationships rather than formal training. I have no academic credentials, never having attended college, and it was only recently that I completed my High School Equivalency Diploma here in the City of Newburgh.

The attached resume shows positions in which I am or have been responsible for a variety of aspects of a business that has grown from a single location to $20+ million in annual revenue. This experience includes retail business and customer service management, quality control, coffee importing, roasting, warehouse operations, and distribution. I have extensive personnel management experience, from individual hiring and development and oversight of multiple diverse teams, to developing and implementing organizational structures. I manage or have managed small and large budgets, including those that adhere to GAAP accounting practices. I oversee safety practices, regulatory compliance with state and federal agencies, and I negotiate contracts with local, national, and international suppliers.

I grew up north of Newburgh, in Columbia County, where my family has been deeply engaged in public service. My grandfather spent his career as a New York State Trooper and was an investigator for the District Attorney. My father's long career with the Columbia County Sheriff's Office ended when he retired after serving two terms as Sheriff, but he continues to work as Director of Emergency Management. My brother is a corrections officer and sergeant for the Greenport Police Department. Many members of my family are volunteer firefighters, paramedics, and/or have careers in the public sector. To be raised in this environment, and to seek a path in life that is in some ways independent from it, have given me a unique perspective on public service, police and community engagement, and the power of community. Setting aside the complexity of political beliefs that I am exposed to, the common thread and value structure in the family and community where I was raised is to work with integrity and compassion in the service of others. I know from experience that doing this contributes to stronger teams, stronger business, stronger family, and stronger community.

My family and I came to Newburgh not only on a wave of transplants from New York City but because the Hudson Valley is my home. I am not only here for the beautiful house, the lawn, and the mountains; I come with an attitude of citizenship and a desire to contribute my time and effort, knowing that engagement with integrity and compassion can be an important part of a community that will continue to flourish. I would be grateful for the opportunity to bring these values to work with City of Newburgh.

Thank you,

Lee Harrison
25 North Street
Newburgh, NY 12550
347-268-1275
leethomasharrison@gmail.com

Lee Harrison
25 North Street
Newburgh, NY 12550
leethomasharrison@gmail.com
(347)268-1275

JOE COFFEE COMPANY

350 7th Avenue, Suite 2003
New York, NY 10001
joecoffeecompany.com

Senior Director, Coffee and Roasting

April 2019-Present

Executive level oversight of strategic initiatives, budgets, operations, and organizational structure related to coffee sourcing, roasting, and distribution. This includes contracting raw materials, manufacturing, packaging, distribution, and quality control. Executive level collaboration with other departments, including retail operations, retail training and education, wholesale sales, and marketing is critical. While reporting directly to the CEO, this position requires some reporting to and collaboration with a board of directors. Other positions held in this capacity include:

- **Director of Roasting**
  October 2017-April 2019

- **Operations Manager, Roasting and Production**
  April 2015-October 2017

Salesforce Administrator

Joe Coffee Corporate Salesforce Org, October 2016-present:

-**Salesforce Admin training** and other Salesforce skill-building work

-**Development, implementation, and maintenance of CRM data systems protocol** related to accounting, invoices, inventory, and user interface affecting customer relations

-**Project management** including coordination of goals specified by various department directors; coordination of resources, tasks, and contracts between internal staff, third party developers, and Salesforce reps.

Quality Control Manager

Philadelphia, PA January 2013-August 2014:

-General responsibility for **quality control** during retail expansion to Philadelphia

-**Implementation and oversight** of equipment installation, menu development, education programs, and quality control programs and policies

-**Management and development of QC staff**

General Manager

Columbia University retail location September 2011-March 2013

-Hiring, training, scheduling, and support **for staff up to 30 people, including various supervisors**

-**Inventory management** for high volume retail location

-Labor and revenue **budget management** based on quarterly profit/loss reporting

-**Quality control**, education, and review-based one-on-one barista training

Other positions held:

-Barista Trainer
-Coffee Educator
-Barista

Other Responsibilities and Experience:

-HACCP Certification
-Extensive formal training and real experience in hospitality philosophies
-Wholesale customer training, consultation, and service
-Extensive skilled technical training and field experience in specialized equipment repair
-Industry involvement and education, including travel to national events, conferences, and trade shows

Prior work history and references available upon request

From: Mejia, Karen
To: Kelson, Michelle
Cc: Donat, Joseph
Subject: Re: PCRRB
Date: Monday, July 06, 2020 5:26:30 PM
Attachments: #NewburghCounts-4.png

Thanks Michelle - the ones for at large that have come in that I am aware of are:
[redacted]
Ritichie Rosencratz
Chandra James

Karen Mejia, Councilmember, Ward1
kmejia@cityofnewburgh-ny.gov

On Jul 6, 2020, at 4:17 PM, Kelson, Michelle <MKelson@cityofnewburgh-ny.gov> wrote:

Ward 1 & Ward 2 nominations received. Waiting for a Ward 3 nomination or re-nomination.

Received verbal and written indication of interest for at-large appointments from 2 individuals.

Still time to submit statements of interest or names of prospective appointees.

I will bookmark for the August meeting for further discussion. I was hoping to coordinate the W1 & W2 appointment letters with a resolution for at large appointment letters to keep terms in sync w/o worrying about expiration before all open spaces were filled.

Michelle Kelson
Corporation Counsel
City of Newburgh
83 Broadway
Newburgh, NY 12550
Phone: (845) 569-7335
Fax: (845) 569-7338
mkelson@cityofnewburgh-ny.gov

To: City Manager Joseph P. Donat
Fr: Richie Rosencrans

Letter of Interest for Police Community Relations and Review Board

July 14, 2020

City Manager Joseph P. Donat,

I'm submitting my resume and this Letter of Interest to be named to the Police Community Relations and Review Board. I am a prior member of the PCRRB, so I will bring that experience back to serving our community.

If the City's codes regarding service on more than one municipal board need me to vacate my position on the Planning Board, I will, and I will promote that vacancy to help find my replacement. In our brief conversation on that appointment, you noted that I take into consideration what is right for me. I thank you for that thoughtful sentiment.

I cannot express in words how much I feel this transition back to PCRRB is right for me, because of my related work with the Restorative Justice Center and my growing involvement with the Orange County Human Rights Commission and its Cultural Equity Taskforce. I have also applied to the City of Newburgh's Human Rights Commission, and will meet with them as a candidate on July 30. I believe strongly in restoring our community's wellbeing, safety, and building trust here. Working with our Police Dept is a key to that restoration. I will be a crucial bridge builder as a member of the PCRRB and these other groups, focusing my time and effort to help provide an interwoven, holistic approach to improving the living conditions in our city. And as a veteran, I know there is nothing more important than working hard to make the U.S. Constitution better serve our community.

Thank you for considering me as a candidate.

Best,
Richie Rosencrans
226 Montgomery St. Apt 3
Newburgh NY 12550

RICHARD E. ROSENCRANS, JR.
226 Montgomery St. Apt 3 • Newburgh, NY 12550
845.926.2918 • rosencransrjr@hotmail.com

EDUCATION

2000-2004 – State University of New York — New Paltz, NY
Bachelor of Arts – English (Writing concentration)
(Double major in American History)

1995-1997 – Defense Language Institute — Monterey, CA
Graduate, Arabic

1996-1997 – Monterey Peninsula College — Monterey, CA
Associate of Arts – Middle Eastern Studies

EMPLOYMENT

2010-Present – Gomez Mill House Historic Site — Newburgh, NY
Site Manager

2007-2009 – Quest Diagnostics Laboratory — Newburgh, NY
Medical Specimen Courier

2005-2007 – Varied retail work — Newburgh, NY

2000-2004 – Dial-A-Mattress — New Windsor, NY
Delivery driver

1999-2003 – NY Army National Guard — Kingston, NY
Field Artillery Surveyor, 9/11 Security Ops

1995-1999 – U.S. Army — Ft. Gordon, GA
Military Intelligence, Honorable Discharge

CIVIC DUTY EXPERIENCE (2013-2020)

Habitat For Humanity Restore Volunteer, 2012-2015

Historical Society of Newburgh Bay and the Highlands, Trustee, 2012-2015

Fullerton Mansion Cultural Center- Treasurer/VP, 2012-2015

City of Newburgh Architectural Review Commission, 2013-2017

City of Newburgh Police Community Relations and Review Board, 2017-2019

City of Newburgh Planning Board, 2020

Orange County Human Rights Commission Cultural Equity Task Force, 2020

The Restorative Center, 2012-current

ROSANNA ROSSI

July 20, 2020

Joseph P. Donat
City Manager
City Hall
83 Broadway
Newburgh, NY 12550

Dear Mr. Donat

I would like to express my interest in a seat on the City of Newburgh Police Community Relations and Review Board.

I am a ten-year resident of the City of Newburgh and the wife of a lifelong resident who has instilled in me his love of our city and am eager to become more involved in my community.

I am an attorney by profession and possess a broad range of skills and with a background in law and human services, I believe I would serve as an excellent member of this board. If chosen, I can bring a sense of fairness, attention to detail and a strong desire to serve my community.

I am confident you will find me a good fit for this board and look forward to hearing from you.

Sincerely yours,

Rosanna Rossi

9 Hampton Pl, Newburgh, NY 12550
RosannaRossiesq@hotmail.com
917-608-0973 845-561-7573

ROSANNA ROSSI, ESQ

Newburgh, NY ▪ (917) 608-0973 ▪ (845) 561-7573

RosannaRossieesq@hotmail.com

Self-directed lawyer passionate about leveraging legal expertise to support individuals and achieve optimum results collaboratively. Bilingual attorney able to communicate effectively with diverse teams as well as translate documents between English and Italian. Innovative problem solver with exemplary communication and organization skills, integrating a commitment to excellence to achieve targeted results. Dynamic leader eager to transition to a role to support individuals in a growing company and positively impact lives.

AREAS OF EXPERTISE

- Litigation Strategy
- Trial Preparation
- Legal Research
- Document Drafting
- Analysis & Reporting
- Compliance Adherence
- Discovery Material
- Corporate Law
- International Law
- Caseload Management
- Pro Bono Work
- English & Italian

PROFESSIONAL EXPERIENCE

PAUL, WEISS, RIFKIND, WHARTON & GARRISON, LLP ▪ New York, NY 2005–Present

Staff Attorney, Litigation Department

Perform a multitude of functions to support major lawsuits affecting national and international businesses. Conducted legal research, drafted internal memoranda, analyzed expert witness testimony, prepared internal reports identifying inconsistencies needed to reconcile before trial. Review and analyze documents, perform QC and draft privilege logs.

Key Accomplishments:

- Accurately translated Italian documents for use in trial between Parmalat and Citigroup, resulting in a final verdict award of $364M
- Selected for small team sent to Japan for third-party document review to support Department of Justice Inquiry
- Performed extensive pro bono work, including:
  - Requisite document preparations for asylum case
  - Interviewed Broward and Dade County, Florida residents in voting rights matter
  - Mentored Aviation High School students to help prepare them for a Moot Court Competition
  - Contacted deported families in Mexico and Central America in order to assist in reunification efforts alongside the ACLU regarding Family Separation Outreach
  - NY Veterans Review Project assisting Veterans with benefits
  - Provide critical Italian translations in Hague Convention case

EARLY CAREER AND INTERNSHIPS

ADMINISTRATION FOR CHILDREN'S SERVICES ▪ Jamaica, NY ▪ **Intern, Litigation Department**

ORANGE COUNTY SAFE HOMES PROJECT ▪ Newburgh, NY ▪ **Caseworker**

EDUCATION AND CREDENTIALS

State Bar of New York ▪ New York State Office of Court Administration

Juris Doctorate (J.D.) ▪ City University of New York, School of Law

Bachelor of Science, Community and Human Services ▪ State University of New York, Empire State College

POLICE COMMUNITY RELATIONS AND REVIEW BOARD				
MEMBERS	**DATE OF APPOINTMENT**	**DATE OF EXPIRATION**	**Notes**	**METHOD OF APPT.**
Sertaira Boyd	Aug. 17, 2020	Aug. 16, 2023		CC/Chair
Carla Johnson	Aug. 17, 2020	Aug. 16, 2023		CC W1
Ali T. Muhammad	Aug. 17, 2020	Aug. 16, 2023		CC W2
Deborah Danzy	Aug. 17, 2020	Aug. 16, 2023		CC W3
Jacquelin Willis-Howard	Nov. 1, 2018	Oct. 31, 2020		CC W4
Gabrielle Burton-Hill	Aug. 17, 2020	Aug. 16, 2023		CC
				CC