# City of Newburgh Council Work Session
*Sesion de trabajo del Concejal de la Ciudad de Newburgh*
September 8, 2016
6:00 PM

Council Meeting Presentations

1. Executive Session/ Sesión Ejecutiva
   Pending Litigation.

2. Proclamation for World Peace Day for the Month of September
   Proclamación por el Día de la Paz Mundial durante el mes de septiembre.

Work Session Presentations

3. EPA WaterSense Program Participation
   A presentation by Janice Whitney and Mark Maddaloni about the US EPA's WaterSense Program and how it could benefit the City of Newburgh.

   Una presentación de Janice Whitney y Mark Maddaloni de la Agencia de Protección Ambiental de Estados Unidos sobre el Programa WaterSense y como podría beneficiar a la Ciudad de Newburgh.

4. Event Announcement -- Tri-County Coalition & Team Newburgh
   Regina Cieslak will attend the work session to discuss this event.

   *Regina Cieslak atenderá la sesión de trabajo para hablar sobre este evento.*

Engineering/Ingeniería

5. Washington Lake Dam Supplementary Investigation
   Resolution Authorizing the City Manager to enter into an Agreement with C.T. Male Associates, P.C. for Professional Engineering Services in an amount not to exceed $29,995.00 for a Supplementary Investigation of Washington Lake

Dam. (Jason Morris)

*Una resolución Autorizando al Gerente de la Ciudad a entrar en un acuerdo con "C.T. Male Associates, P.C." para Servicios de Ingeniería Profesional por un monto que no exceda $29,995.00 para una investigación suplementaria del Embalse del Lago Washington. (Jason Morris)*

6. Delano-Hitch Basketball Court Rehabilitation - Backboard Padding Change Order

   Resolution to Authorize the Execution of a Change Order in the amount of $1,584.00 with Sun Up Enterprises, Inc. in connection with the Delano-Hitch Recreation Park Basketball Courts Improvements Project. (Jason Morris, Deirdre Glenn & Derrick Stanton)

   *Una Resolución Autorizando la Ejecución de un Cambio de Orden por un monto de $1,584.00 con "Sun Up Enterprises, Inc." En conexión con el Proyecto de Mejoramiento de Canchas de Baloncesto del Parque de Recreación Delano-Hitch. (Jason Morris, Deirdre Glenn & Derrick Stanton)*

7. DEC -- Order on Consent

   Resolution Authorizing the City Manager to Execute an Order on Consent with the New York State Department of Environmental Conservation to Resolve Violations under the State Pollutant Discharge Elimination System Permit. (Jason Morris)

   *Una Resolución Autorizando al Gerente de la Ciudad a Ejecutar una Orden de Consentimiento con el Departamento de Conservación del Medio Ambiente del Estado de Nueva York para resolver violaciones bajo el Permiso del Sistema de Eliminación de Descarga de Contaminantes. (Jason Morris)*

Finance/Finanza

8. PEC Security Contract Renewal

   Resolution Authorizing the City Manager to enter into a Renewal Agreement with PEC Group of New York, Inc. to Provide Security Services for City Hall and 123 Grand Street. (Katie Mack)

   *Una Resolución Autorizando al Gerente de la Ciudad a entrar en una Renovación de Acuerdo con el Grupo de Nueva York PEC, Inc. Para proveer Servicios de Seguridad para la Municipalidad y la 123 de la Calle*

*Grand. (Katie Mack)*

9. Community Resources Officer Program Agreement with NECSD

   Resolution Authorizing the City Manager to enter into an Agreement with the Newburgh Enlarged City School District to provide Police Services in connection with the Community Resources Officer Program for Compensation in the amount of $100,000.00. (Katie Mack)

10. Amend 2016 Personnel Book to change Accountant to Jr. Accountant

    Resolution Amending the 2016 Personnel Analysis Book to Change the Position of Accountant to Junior Accountant in the Office of the City Comptroller. (Katie Mack)

    *Una Resolución Enmendando el Libro de Análisis del Personal del 2016 para cambiar el Puesto de Contador a Contador Auxiliar en la Oficina del Contralor de la Ciudad. (Katie Mack)*

11. Adjustment to 2016 Water Budget

    Resolution Amending Resolution No: 300-2015, the 2016 Budget for the City of Newburgh, New York to provide for an Adjustment to Offset Unanticipated Expenses that were Incurred and Subsequently Reimbursed. (Katie Mack)

    *Una Resolución Enmendando la Resolución No: 300-2015, el Presupuesto del 2016 para la Ciudad de Newburgh, Nueva York para proveer un Ajuste para compensar gastos imprevistos que fueron Incurridos y Posteriormente Reembolsados. (Katie Mack)*

Water Department/ Departamento de Aqueductos

12. NYS DEC Temporary Use and Occupancy Agreement

    Resolution Authorizing the City Manager to enter into an Agreement with the New York State Department of Environmental Conservation for Temporary Use of City Property and Right-of-Ways to Facilitate Upgrades to the New York City Water System Connection and the Construction of a Granular Activated Carbon Water Treatment System to Remove PFOS from Water Produced from Washington Lake. (Wayne Vradenburgh, Jason Morris & Michelle Kelson)

13. Title Change Water Department

Resolution Amending Resolution No. 52-2016 of March 14, 2016 to change a Title in the 2016 Personnel Analysis Book from Water Maintenance Mechanic to Assistant Water Maintenance Mechanic in the Water Department – Distribution.

*Una Resolución Enmendando Resolución No. 52-2016 del 14 de Marzo de 2016 para cambiar un Titulo en el libro de Análisis del Personal de Mecánico de Mantenimiento de Agua a Asistente de Mecánico de Mantenimiento de Agua en el Departamento de Agua – Distribución.*

14. EPA WaterSense Partnership Agreement

Resolution Authorizing the City Manager to enter into a Partnership Agreement to Participate in the U.S. Environmental Protection Agency WaterSense Program.

*Una Resolución Autorizando al Gerente de la Ciudad a entrar en un Acuerdo de Sociedad para participar en el Programa de "WaterSense" de la Agencia de Protección del Medio Ambiente de Los Estados Unidos.*

Planning and Economic Development/Planificación y Desarrollo Económico

15. Resolution and Release of Covenants One Liberty Street

Resolution Authorizing the Execution of a Release of Restrictive Covenants and Right of Re-Entry from a Deed Issued to Bluestone Developers, Inc. to the Premises known as 1 Liberty Street (Section 45, Block 5, Lot 18).

*Una Resolución Autorizando la Ejecución de una Liberación de Convenios Restrictivos y Derecho de Reingreso de un Escritura Emitida a Bluestone Developers, Inc. A las Instalaciones conocidas como la 1 de la Calle Liberty (Sección 45, Bloque 5, Lote 18).*

16. Resolution and Release of Covenants for 63 Grove Street

Resolution authorizing the execution of a Release of Restrictive Covenants and Right of Re-Entry from a deed issued to Patrick Cousins to the premises known as 63 Grove Street (Section 26, Block 6, Lot 7.1) (Michelle Keslon)

*Una Resolución Autorizando la Ejecución de una Liberación de Convenios Restrictivos y Derecho de Reingreso de un Escritura Emitida a Patrick Cousins a las Instalaciones conocidas como la 63 de la Calle Grove (Sección 26, Bloque 6, Lote 7.1) (Michelle Kelson)*

17. Student Interns In the Department of Planning & Development

    A Resolution amending the 2016 Personnel Analysis Book to add two temporary intern positions in the Department of Planning and Development. (Deirdre Glenn)

    *Una Resolución enmendando el libro de análisis del personal de 2016 para agregar dos puestos temporales en el Departamento de Planificación y Desarrollo. (Deirdre Glenn)*

18. Resolution Appointing Members to the Community Development Block Grant Advisory Committee

    Resolution Appointing Members to the Community Development Block Grant Advisory Committee. (Deirdre Glenn)

    *Una Resolución Designando a miembros al Comité Asesor de Beca de Desarrollo a los Bloques de la Comunidad. (Deirdre Glenn)*

19. Purchase of 316 First Street

    Resolution to Authorize the Conveyance of Real Property known as 316 First Street (Section 22, Block 6, Lot 39) at Private Sale to Jose A. Palomino for the amount of $1,000.00. (Deirdre Glenn)

    *Una Resolución Autorizando el Traspaso de Bienes Raíces conocidas como la 316 de la Calle First (Sección 22, Bloque 6, Lote 39) en una venta privada a José A. Palomino por la cantidad de $1,000.00.*

20. Purchase of 224 City Terrace

    Resolution to Authorized the Conveyance of Real Property known as 224 City Terrace (Section 17, Block 8, Lot 25) at Private Sale to Israel Gonzalez Mejia and Acela Garcia Mejia for the amount of 1,300.00. (Deirdre Glenn)

21. Satisfaction and Release of Mortgage - Yvette O'Neal

    Resolution Authorizing the City Manager to Execute a Satisfaction in connection with a Mortgage Issued to Yvette O'Neal for Premises Located at 46 Carpenter Avenue (Section 29, Block 3, Lot 34) (Deirdre Glenn & Michelle Kelson)

22. Satisfaction and Release of Note: Mary Lewis

    Resolution Authorizing the City Manager to Execute a Release in connection with a Promissory Note and Note Modification Agreement given by Mary Lewis

to the Newburgh Community Development Agency. (Deirdre Glenn & Michelle Kelson)

Grants/Contracts/Agreements / Becas /Contratos/Convenios

23. Office of Parks, Recreation, and Historic Preservation Grant

    Resolution Amending Resolution No. 26-2014 of February 10, 2014 to accept as awarded a New York State Office of Parks, Recreation & Historic Preservation Certified Local Government Program Grant to Update the East End Historic District Inventory in the Amount of $25,000.00 and Extending the Grant Term through September 30, 2017. (Deirdre Glenn)

24. A Resolution to accept and award a Grant through Local Initiatives Support Corp.

    Resolution Authorizing the City Manager to apply for and accept if awarded a Grant from the Office of the New York State Attorney General through Local Initiatives Support Corporation in an amount not to exceed $149,262.98 for the purpose of Hiring Two Full-Time Code Enforcement Officers. ( Deirdre Glenn)

25. A Resolution Approving the Construction of a Skate Board Park

    Resolution Authorizing the award of a bid and the execution of a contract with William J. Keller & Sons Construction Corp. in an amount of $564,300.00 to Construct Phase 1 of the Skateboard Park in the Delano-Hitch Recreation Park. (Deirdre Glenn)

Police Department

26. Enter into agreement with Auctions International INC

    Resolution Authorizing the City Manager to execute an Agreement with Auctions International, Inc. to provide Liquidation Services to the City of Newburgh. (Chief Dan Cameron)

Discussion Items/Temas de Discusión

27. Conservation Advisory Council Designation of Chair and Filling a Vacancy

    Resolution Appointing Charles “Chuck” Thomas as Chairman and Marcel Barrick as a Member of the Conservation Advisory Council. (Michelle Kelson)

28. Hudson River Anchorages

    Resolution of the City Council of the City of Newburgh Opposing the Establishment of Anchorage Grounds in the Hudson River by the United States Coast Guard. (Councilwoman Karen Mejia)

29. Request for PFOS/PFOA Blood Testing

    Resolution of the City Council of the City of Newburgh Requesting that New York State Commence Blood Testing for PFOS at no Cost to all City of Newburgh Residents. (Councilwoman Karen Mejia)

30. Mid-Broadway Redevelopment Project Update

    (Mill St. Partners)

31. Tenant Responsibility

    (Councilwoman Karen Mejia)

32. Civil Service Commission Candidate John Powell

    Rescinding appointment to Civil Service Commissioner (Councilwoman Abrams and Councilwoman Holmes).

33. 104 South Lander Street

(Councilwoman Genie Abrams)

Executive Session/ Sesión Ejecutiva

34. Pending, Proposed or Anticipated Litigation

Agenda Item 2.

**Proclamation for World Peace Day for the Month of September**

Proclamación por el Día de la Paz Mundial durante el mes de septiembre.

**ATTACHMENTS:**

| Description | Upload Date | Type |
| --- | --- | --- |
| World Peace Proclamation Back up | 9/1/2016 | Cover Memo |

This is a copy of a letter I have sent out, as per paragraph 2

Dear

On September 21st the international community will be celebrating the 35th anniversary of World Peace Day. My hope is that we, both individually and as a community, will begin a conversation in our hearts, minds and with each other about Peace as a choice and realize that we can all become Partners in Peace. Believe in Peace. Share your belief with your family, friends, neighbors and even strangers. Smile, shake a hand and wish them all Peace!

I am asking you, as well as many other groups, individuals, organizations, churches, businesses, etc., to not only begin a conversation of Peace awareness during the month of September but also to decide to actively participate in this celebration in your own special way. May I suggest a few possibilities:

Organizations, Churches and Businesses and Groups: Make an announcement at your meeting/services. Put it in your newsletter. Speak about peace with your employees, members, parishioners. Put signs up in your windows. Hold an event – something in line with your business and/or possibly a peace picnic.

If you have any questions regarding this request, please do not hesitate to contact me either by return email or phone (562-8729). I will be happy to post any of your Peace events on facebook. Let's not let a day go by that we do not celebrate Peace, especially September 21, 2016.

Peace,
Lily
Lily Norton
lilynorton845@gmail.com

*"For it is not enough to talk about Peace,*
*One must believe in it.*
*And it isn't enough to believe in it,*
*One must work at it."*
*Eleanor Roosevelt*

*What will you do for Peace?*

Naomi,

Please help me!

I would like "someone" (The City) to issue a Peace Proclamation for the entire month of September) possibly putting it on the reverse side of this newspaper. As you see, on the reverse side I have been working on a "Create Peace" project. I sent an email to the mayor on Feb 11th, & I made an attempt to contact Karen Mejia on Facebook (and I just tried to get some where in July) but I'm getting in touch with Regina Crisafio. There is a standard Peace Proclamation on the internet, it would just need work or time to fill in a few blanks. I would be grateful for your assistance.

Thank you,

Judy Norton

Agenda Item 3.

**EPA WaterSense Program Participation**

A presentation by Janice Whitney and Mark Maddaloni about the US EPA's WaterSense Program and how it could benefit the City of Newburgh.

Una presentación de Janice Whitney y Mark Maddaloni de la Agencia de Protección Ambiental de Estados Unidos sobre el Programa WaterSense y como podría beneficiar a la Ciudad de Newburgh.

**Background:**
There will be an additional agenda item for the City Council to authorize the City Manager to participate in the US EPA WaterSense program.

**Additional Information:**
Online application can be viewed here:
https://www3.epa.gov/watersense/partners/partnership_agreement.html

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| US EPA WaterSense Partnership Agreement Terms & Conditions | 8/16/2016 | Cover Memo |

EPA WaterSense

OMB Control Number 2040-0272

# Partnership Agreement: Promotional Partners

## Section I: EPA WaterSense® Program Goals

EPA's WaterSense program aims to use water resources more efficiently to preserve them for future generations and to reduce water and wastewater infrastructure costs by reducing unnecessary water consumption. Through this program, EPA provides reliable information on high-performing, water-efficient products and practices, raises awareness about the importance of water efficiency, ensures water-efficient product performance, helps consumers identify products and services that use less water, promotes innovation in product development, and supports state and local water-efficiency efforts.

## Section II: Partnership Pledge

As an EPA WaterSense promotional partner, my organization shares EPA's goals as outlined above and is proud to commit to the following activities to further these goals:

1. Educate consumers, residents, businesses, and institutions located in the United States and Canada on the value of water efficiency, the importance of saving water, and the meaning of the WaterSense label. Where feasible, undertake activities and events to achieve mutual WaterSense goals.
2. As appropriate, encourage eligible constituents, members, or affiliates to participate as partners in EPA's WaterSense program.
3. **For utilities and governments:** On an annual basis, provide data to EPA on promotional activities and incentive programs to assist in determining the impact of the program in promoting labeled products.
4. **For applicable trade associations:** If asked, provide aggregate data to EPA on market share of WaterSense labeled products and programs in relevant industry. Compile data submitted by members who are also WaterSense partners into a summary report to assist EPA in evaluating market trends and the success of the WaterSense program, without disclosing any proprietary information from members.
5. Adhere to all policies and procedures contained in the Program Guidelines.
6. Feature the WaterSense promotional label and partner logo on website and in other promotional materials.
7. Adhere to WaterSense program mark guidelines and ensure that authorized representatives, such as advertising agencies, distributors, and subcontractors, also comply. Help EPA maintain program integrity by alerting EPA to possible misuse(s) of the WaterSense program marks.
8. Grant EPA's WaterSense program permission to include partner's name on a list of participating partners on the WaterSense website, program materials, and announcements. Partners understand that from time to time, EPA will be interested in profiling partner accomplishments in case studies and articles. If selected for such promotion, partners will have the opportunity to provide input and review the final print or Web document before EPA releases it to the public. Further, the partner understands that EPA might refer media contacts interested in publicizing water efficiency to partners for information about products and accomplishments.

## Section III: EPA WaterSense Program's Commitments to Partners

1. Develop national specifications for water-efficient new homes, products, and programs through an open, public process.
2. Increase awareness of the WaterSense brand by distributing key messages on the benefits of labeled products and programs, and the importance of water efficiency.
3. Provide current EPA WaterSense program news, information, and reference documents (via the program website, WaterSense Helpline, email, or other means), including a listing of labeled products and programs on the website.
4. Provide WaterSense partners with public recognition for their involvement in the program and role in protecting the environment through online listing of partners, special awards, publications, and other efforts.
5. Respond swiftly to partner requests for information or clarification on EPA WaterSense program policies.
6. Provide materials, templates, and program marks for promotional use, consistent with the WaterSense Program Guidelines.
7. Review pre-press promotional items, draft websites, packaging, or other materials that use the WaterSense marks upon request.

## Section IV: General Terms and Disclaimers

1. The partner will not construe, claim, or imply that its participation in the EPA WaterSense program constitutes federal government (EPA) approval, acceptance, or endorsement of anything other than the partner's commitment to the program.
2. Nothing in this agreement, in and of itself, obligates the EPA to expend appropriations or to enter into any contract, assistance agreement, interagency agreement, or incur other financial obligations that would be inconsistent with Agency budget priorities. The partner agrees not to submit a claim for compensation for services rendered to EPA or any federal agency in connection with any activities it carries out in furtherance of this agreement.
3. The partner and the EPA WaterSense program will assume good faith as a general principle for resolving conflict and will seek to resolve all matters informally, so as to preserve maximum public confidence in the program.
4. No building, facility, or structure will be WaterSense labeled as a result of this agreement. If additional WaterSense partner categories become available, affected organizations will be asked to reapply for partnership in the new category.
5. Failure to comply with any of the terms of this partnership agreement can result in its termination and cessation of access to the benefits of the program, including use of the program marks.
6. The EPA WaterSense program will actively pursue resolution of noncompliance related to the use of the program marks.
7. Both parties concur that this agreement is wholly voluntary and may be terminated by either party at any time, and for any reason, with no penalty. Termination will begin effective immediately upon written notice to or from the EPA WaterSense program. Upon termination of this agreement, partners agree to remove program marks in a timely manner, consistent with the WaterSense program mark guidelines.

Agenda Item 4.

**Event Announcement -- Tri-County Coalition & Team Newburgh**

Regina Cieslak will attend the work session to discuss this event.

*Regina Cieslak atenderá la sesión de trabajo para hablar sobre este evento.*

**Additional Information:**
Submitted on behalf of Councilwoman Holmes

**RESOLUTION NO.: _____ - 2013**

**OF**

**JULY 15, 2013**

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH C.T. MALE ASSOCIATES, P.C. FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO DAM SAFETY FOR SILVER STREAM RESERVOIR DAM AND WASHINGTON LAKE DAM AND AMENDING RESOLUTION NO: 223-2012, THE 2013 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK**

**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,** pursuant to the Master Services Agreement, C.T. Male Associates, P.C. has submitted a proposal to provide a Visual Inspection and Safety Inspection Report for the Silver Stream Dam and to provide a Visual Inspection, Safety Inspection Report, Inspection and Maintenance Plan and an Engineering Assessment for the Washington Lake Dam, which represents work items necessary to comply with New York State Department of Environmental Conservation Reporting Requirements and the Engineering Assessment of known deficiencies at the Washing Lake Dam and related spill way; and

**WHEREAS,** the cost for such dam safety services shall be in an amount not to exceed Forty-Three Thousand Sixty and 00/100 ($43,060.00) Dollars; and

**WHEREAS**, funding for such project shall be derived from F.8320.0448.1-Dam Safety Services; and

**WHEREAS,** this Council has determined that entering into an agreement with C. T. Male Associates, 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, P.C. for professional engineering services related to dam safety for the Silver Stream Reservoir Dam and the Washington Lake Dam in an amount not to exceed Forty-Three Thousand Sixty and 00/100 ($43,060.00) Dollars;

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

| | **Decrease** | **Increase** |
|---|---|---|
| Water Fund | | |
| F.1900.1990 | | |
| Contingency | $27,500.00 | |
| | | |
| Water Fund | | |
| F.8320.0448.1 | | |
| Dam Safety Services | | $27,500.00 |

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

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

RECEIVED
APR - 4 2016
CITY ENGINEER

March 30, 2016

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

*Re: Supplementary Investigation & Update of Engineering Assessment*
*Washington Lake Dam (DEC #195-0536)*
*Newburgh, NY*

Dear Mr. Morris:

An Engineering Assessment (EA) was prepared by our office for Washington Lake Dam and included an Initial Safety Inspection, a hydrologic and hydraulic analysis of the reservoir's watershed and the dam's spillway, and a stability analysis of the dam's earthen embankments. Based upon the results of these analyses, recommendations and a schedule for implementation of the same were provided within the EA to bring the dam into complete compliance with DEC regulations. Included amongst the recommended remedial actions were:

- Improvements to the dam's spillway and embankment to allow for the safe passage of the spillway design flood, to be completed by 2018.
- Installation of a new 36-inch diameter low-level drain to allow for drawdown of the reservoir, to be completed by 2018.
- Perform a subsurface investigation to assess the composition, strength and permeability characteristics of the dam's earthen embankment.

The EA for Washington Lake Dam was submitted to New York State Department of Environmental Conservation (DEC) for review by Mr. Scott Braymer, P.E. of the Dam Safety Section of DEC's Bureau of Flood Protection and Dam Safety. In a letter dated February 20, 2014, Mr. Braymer indicated that a more aggressive schedule must be pursued for the recommended remedial work. In addition, he had several comments related to technical assumptions made in the preparation of the EA, the presence of other embankments on Washington Lake, and requested that greater clarity be provided as to the functionality of the City of Newburgh's water supply system. Mr. Braymer also indicated that there may be some value in reevaluating the dam's hazard classification, which is currently identified as Class C - High Hazard. This classification has been based upon a dam break analysis and inundation map prepared by O'Brien & Gere as part of the dam's

Emergency Action Plan. Performance of a more sophisticated hazard classification assessment may indicate that in the event of a dam failure, the potential for loss of human life due to the resulting flood wave is not expected, thereby reducing the dam's hazard classification. In the event that the dam's hazard classification may be reduced through this refined analysis, a spillway design flood of lesser magnitude may be utilized in the performance of the hydrologic and hydraulic analyses. This less severe storm event may reduce or eliminate the need to perform some of the recommended improvements to the dam's service spillway and embankment.

In order to adequately address the comments provided by Mr. Braymer, the following additional field work is required:

- A subsurface investigation must be performed prior to finalization of the EA.
- Topographic surveys must be performed of New York State Route 207 (locally known as Little Britain Road) and the area immediately south of the same. Topographic information in this area is required to verify whether this road would be overtopped under the spillway design flood, and, if so, whether flood waters would be contained within Great Singer Swamp or proceed towards Silver Stream.

In addition to the field work outlined above, should the City wish to pursue a reevaluation of the dam's hazard classification, additional topographic work will be required to establish finished floor elevations of numerous structures located within the inundation zone established by the EAP prepared by O'Brien & Gere.

Each of these items is beyond the scope of work originally proposed and approved for the Engineering Assessment. Accordingly we are submitting this proposal to further define this additional work for your consideration.

*Task 1: Topographic Survey*

So as to address Mr. Braymer's questions regarding overtopping of SR207 and the routing of floodwaters beyond the same, it will be necessary to gather topographic information for this area. Included within this task item will be a full day of field work by a C.T. Male survey crew, inclusive of travel time, and the reduction of the field survey in the office.

Should the City wish to pursue the hazard classification reassessment, an **additional** one (1) day of field work will be required by a C.T. Male survey crew to gather the necessary topographic information.

*Task 2: Subsurface & Former Gate House Investigations*

In accordance with Mr. Braymer's review, a subsurface investigation program must be performed prior to finalizing the dam's EA. Mr. Braymer has also indicated that in order to

address his comments regarding the abandonment of a former gate house it will be necessary to perform an underwater inspection of that structure.

*Task 2A: Subsurface Investigation Program*

No subsurface exploration work was performed for the preparation of the dam's Engineering Assessment. During the document review process, subsurface information was recovered which indicated that several test borings had been advanced at the site. However, no information could be recovered which indicated where these test borings were advanced, and, as such, this information could not be utilized.

Although it is believed that the embankment was constructed from locally available borrow sources, the exact composition, relative density, and strength parameters of the soils comprising the embankment are unknown. Strength parameters were assumed for use in the stability analyses performed for the Engineering Assessment, and, for several load cases, the calculated factors of safety were determined to be less than the required minimum safety factors. A sensitivity analysis performed as part of the Engineering Assessment revealed that the calculated factor of safety would exceed the required minimum safety factors with only modest increases in the strength parameters. Accordingly, a subsurface investigation program must be performed at Washington Lake Dam to more accurately define the composition and strength characteristics of the embankment's soils.

This program should involve the advancement of conventional test borings, installation of groundwater level monitoring wells, and the performance of falling head permeability testing. We propose to advance three (3) test borings at select locations along the embankment. One (1) of the test borings will be advanced upstream of the dam's core wall using flush-joint casing to enable falling head permeability testing to be performed. These test results will be used to assess the rate at which the upstream slope of the dam will drain during one of the required conditions of analysis, i.e. the stability of the dam's upstream slope under rapid drawdown of the reservoir. The other test borings will be advanced using hollow-stem augers. Each of these test borings will be advanced from the crest of the dam, extend into the embankment and a short distance into the underlying foundation soils. A geotechnical engineer from our staff will be present on-site to monitor the test borings, field classify the recovered soil samples and record the falling head test results.

*Task 2B: Former Gate House Investigation*

Although it is reported in a Department of Health inspection report that the former gate house was abandoned and reportedly infilled with gravel, it will be necessary to retain the services of a professional diving contractor to verify this. In the event that the gate house is found to have not been infilled, the diving contractor will inspect the

interior of the former gate house for the presence of any piping exiting the structure and to determine if it has been properly abandoned.

Additionally, as time permits, the diving subcontractor will be asked to perform an inspection of the existing gate house and the former boiler house structure to ascertain their condition and to verify intake depths.

***Task 3: Update Engineering Assessment***

Upon completion of each of the above identified tasks, the dam's Engineering Assessment will be updated and finalized for submission to DEC. The slope stability analyses will be updated utilizing the strength parameters and line of seepage through the embankments estimated from performance of the field investigation and revised factors of safety will be estimated for each load case. In addition, the Engineering Assessment will be updated to include discussion as to the functionality of the City of Newburgh's water supply system, based upon input from City personnel, as well as the results of the former gate house investigation.

Comments raised by Mr. Braymer regarding the assumptions utilized in the hydrologic and hydraulic analyses will also be addressed. The work associated with this effort is considered to be part of our original scope of work and accordingly additional fees for the same are not being requested.

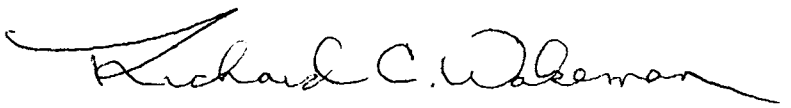
***Fee***

Our fees for this work are itemized on the attached fee schedule.

Should you have any questions regarding this proposal, please call my direct extension at (518) 786-7411.

Respectfully Submitted,

**C.T. MALE ASSOCIATES**



Richard C. Wakeman, P.E.
Vice President - Civil Engineering

Att.: Fee Schedule

# FEE SCHEDULE

| Work Item | Work Item Description | Unit Cost | Estimated Quantity | Item Cost |
|---|---|---|---|---|
| *TASK 1: SURVEY* | | | | |
| 1 | Topographic Survey of Little Britain Road & Perimeter of Great Singer Swamp | $4,750.00 | L.S. | $4,750.00 |
| 2 | Topographic Survey of Structures within Inundation Zone (**Optional**) | $4,000.00 | L.S. | $4,000.00 |
| *TASK 2: SUBSURFACE & FORMER GATE HOUSE INVESTIGATIONS* | | | | |
| *Soil Borings* | | | | |
| 3 | Mobilization/Demobilization of Test Boring Drill Rig & Crew | $1,100.00 | L.S. | $1,100.00 |
| 4 | Drilling & Sampling of Overburden per ASTM D-1586 | $1,850.00/Day | 2 Days | $3,700.00 |
| 5 | Installation of 2-inch diameter PVC groundwater monitoring wells | $15.00/LF | 120 LF | $1,800.00 |
| 6 | Guard Pipe/Flush-Mount Road Box | $150.00/Each | 4 | $600.00 |
| *Former Gate House Investigation* | | | | |
| 7 | Diving Subcontractor | $5,000.00 | L.S. | $5,000.00 |
| 8 | Geotechnical Engineer | $115.00/Hour | 12 Hours | $1,380.00 |
| 9 | Mileage & Tolls | $120.00 | L.S. | $120.00 |
| *Observation of Soil Borings* | | | | |
| 10 | Observation of Soil Borings by Senior Technician | $95.00/Hour | 20 Hours | $1,900.00 |
| 11 | Per Diem | $165.00/Day | 1 Day | $165.00 |
| 12 | Mileage & Tolls | $130.00 | L.S. | $130.00 |
| *TASK 3: ENGINEERING ASSESSMENT* | | | | |
| 13 | Update Engineering Assessment | $4,100.00 | L.S. | $4,100.00 |
| 14 | Perform Hazard Classification Assessment (**Optional**) | $1,250.00 | L.S. | $1,250.00 |
| | **ESTIMATED MAXIMUM NOT-TO-EXCEED FEE** | | | **$29,995.00*** |

***Note**: Should the City of Newburgh elect not to perform the more refined Hazard Classification Assessment, Items 2 and 14 will not be performed and the not-to-exceed fee will be reduced to $24,745.00.

Agenda Item 6.

**Delano-Hitch Basketball Court Rehabilitation - Backboard Padding Change Order**

Resolution to Authorize the Execution of a Change Order in the amount of $1,584.00 with Sun Up Enterprises, Inc. in connection with the Delano-Hitch Recreation Park Basketball Courts Improvements Project. (Jason Morris, Deirdre Glenn & Derrick Stanton)

*Una Resolución Autorizando la Ejecución de un Cambio de Orden por un monto de $1,584.00 con "Sun Up Enterprises, Inc." En conexión con el Proyecto de Mejoramiento de Canchas de Baloncesto del Parque de Recreación Delano-Hitch. (Jason Morris, Deirdre Glenn & Derrick Stanton)*

**Background:**
A resolution is needed to authorize Change Order No. 1 in the amount of $1,584.00 with Sun-Up Enterprises, Inc. for the installation of backboard padding an the newly renovated basketball courts at Delano-Hitch Recreation Facility. This additional funding shall be derived from the CDBG program.

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Resolution Authorizing Execution of a Change Order in the amount of $1,584.00 with Sun Up Enterprises Inc. in connection with the Delano-Hitch Recreation Park Basketball Courts Improvement Project | 8/30/2016 | Resolution Letter |
| Sun-Up Enterprises, Inc. Change Order#1 | 8/29/2016 | Exhibit |

**RESOLUTION NO.: _____ - 2016**

**OF**

**SEPTEMBER 12, 2016**

**A RESOLUTION TO AUTHORIZE THE EXECUTION OF A CHANGE ORDER IN THE AMOUNT OF $1,584.00 WITH SUN UP ENTERPRISES, INC. IN CONNECTION WITH THE DELANO-HITCH RECREATION PARK BASKETBALL COURTS IMPROVEMENTS PROJECT**

**WHEREAS**, by Resolution No. -2015 of September 28, 2015, the City Council of the City of Newburgh awarded a bid and authorized the City Manager to execute a contract with Sun Up Enterprises, Inc. ("Sun Up") for the repair and resurfacing of the basketball courts located within the Delano-Hitch Recreation Park at a cost of $169,310.00; and

**WHEREAS,** Sun Up has submitted Change Order No. 1 in the amount of $1,584.00 for additional costs related to the installation of backboard padding, post, rim and net not included in the base bid amount; and

**WHEREAS**, funding for the cost of the work covered by the change order shall be derived from the CDBG budget; and

**WHEREAS**, this Council finds that authorizing the City Manager to execute a change order for the backboard work as proposed in the change order is in the best interests of the City of Newburgh;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to execute Change Order No. 1 to the Sun Up Enterprises, Inc. contract in connection with the Delano-Hitch Recreation Park Basketball Courts Improvements Project in the amount of $1,584.00.

CHANGE ORDER

CHANGE ORDER NO. 001 DATE: July 28, 2016

CONTRACT NO. 11-15 SHEET 1 OF 1

PROJECT: BASKETBALL COURT REHABILITION
DELANO-HITCH RECREATION PARK

OWNER: CITY OF NEW BURGH

OWNER'S ADDRESS: 83 BROADWAY
NEWBURGH, N.Y. 12550

OWNER'S PHONE NUMBER:

CONTRACTOR: Sun-Up Enterprises, Inc.

CONTRACTOR'S ADDRESS: 1607 Route 376
Wappingers Falls, NY 12590

CONTRACTOR'S PHONE NUMBER: (845)462-1800

DESCRIPTION OF CONTRACT MODIFICATIONS: — SEE ATTACHED

REASON FOR CONTRACT MODIFICATIONS OR NEED FOR EXTRA WORK: - SEE ATTACHED

TIME EXTENSION REQUIRED FOR THIS CHANGE ORDER:
None

ITEMIZATION OF CONTRACTOR'S PROPOSAL FOR THIS WORK: ADD $1584.00
CONTRACT AMT - 169310.00
NEW CONTRACT AMT. $ 170,894.00

AUTHORIZATIONS:

| OWNER: | CONTRACTOR: |
|---|---|
| By: _____ | By: [signature] |
| Title: _____ | Title: PROJ. MGR |
| Date: _____ | Date: 7/28/16 |

RESOLUTION NO.: _____ - 2016

OF

SEPTEMBER 12, 2016

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN ORDER ON CONSENT WITH THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION TO RESOLVE VIOLATIONS UNDER THE STATE POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT

**WHEREAS,** the New York State Department of Environmental Conservation ("NYS DEC") conducted inspections related to the City of Newburgh's State Pollutant Discharge Elimination System ("SPDES") Permit and found violations in connection with the settleable solids limits, CSO outfall inspections and illicit sewer connections and issued under Article 17 of the NYS Environmental Conservation Law; and

**WHEREAS,** an Order on Consent has been offered by the NYS DEC to resolve the violations with the payment of a civil penalty not to exceed $1,000.00 which is payable upon the signing of the Order on Consent; and

**WHEREAS,** this Council has determined that entering into the proposed Order on Consent is in the best interests of the City of Newburgh;

**NOW, THEREFORE, BE IT RESOLVED,** by the Council of the City of Newburgh, New York, that the City Manager be and he hereby is authorized to enter into the proposed Order on Consent, in substantially the same form as annexed hereto and made part hereof with other provisions as Corporation Counsel may require, and to take such additional and further action effectuate the terms of the proposed Order on Consent.

**STATE OF NEW YORK**
**DEPARTMENT OF ENVIRONMENTAL CONSERVATION**
----------X

In the Matter of Violations of Article 17 of the Environmental Conservation Law ("ECL") and Parts 700 and 705 of Title 6 of the Official Compilation of Codes, Rules and Regulations of the State of New York ("6 NYCRR"), by

ORDER ON CONSENT
Case No.R3-20150521-54;
R3-20151028-97

City of Newburgh,

Respondent.

(Orange County)
---------- X

**WHEREAS**:

1. The Department of Environmental Conservation ("DEC" or "the Department") is a Department of the State of New York with jurisdiction to enforce the environmental laws of the State pursuant to Environmental Conservation Law ("ECL") § 3-0301.

2. The Department is responsible for the administration and enforcement of laws, regulations and management of Water Pollution Control and the State Pollutant Discharge Elimination System ("SPDES") and permits issued thereunder, pursuant to ECL Article 17 and 6 NYCRR Parts 700 et seq. and 750 et seq.

3. Respondent City of Newburgh maintains offices at 83 Broadway, Newburgh, New York, and is the owner and operator of the wastewater treatment plant located at 2 Renwick Street, Newburgh, NY (the "Facility"), SPDES permit NY0026310. The term "Respondent," as used herein, shall refer to all named Respondents, jointly and severally.

4. The DEC documented violations of the SPDES permit limit for Settleable Solids (0.3 ml/l) at the Facility, in December 2014, January through April 2015, June, September, October, November 2015, January and March 2016.

5. On July 8, 2014, the Department of Environmental Conservation documented two violations by Respondent of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems, GP-0-10-002 (Part VII.A.3.d) and GP-0-08-002 (Part VII.A.3.d). Respondent did not conduct an outfall reconnaissance inventory at least once every five years with reasonable progress each year; Respondent should have completed an inspection of all outfalls by May 2013. Respondent could not provide documentation that the outfall reconnaissance inventory (dry weather surveys) had been completed. Respondent also did not comply with GP-0-08-002 (Part IV.A), which states that Permittees must, by March 9, 2009, prepare a Stormwater Management Program Plan documenting their Stormwater Management Program. On July 8, 2014 the Respondent did not have a Stormwater Management Program plan.

6. The DEC documented violations of ECL Article 17-0803 and SPDES permit CSO Best Management Practices # 6, regarding illegal connections to the City of Newburgh's CSO outfalls, thus causing unpermitted discharges of sewage at locations on First Street, Water Street, South Water Street, and Park Place in the City of Newburgh on May 27, 2014, June 4, 2014, June 23, 2014, October 22, 2015 and October 29, 2015.

7. Respondent admits these violations and affirmatively waives the right to a public hearing in this matter in the manner provided by 6 NYCRR Part 622, consents to the issuing and entering of this Order, agrees to be bound by the terms, provisions and conditions of this Order, including the Compliance Schedule attached hereto, and waives the right to a public hearing in any matter that may arise under the terms of this Order.

**NOW, having considered this matter and being duly advised, it is ORDERED that:**

I. **Civil Penalty.** Respondent shall be liable to pay a civil penalty in the amount of twenty-two thousand, one hundred dollars ($22,100.00) dollars, one thousand dollars ($1,000.00) of which is payable to the Department upon Respondent's return of an executed copy of this Order to the Department. The DEC case number appearing on the first page of this Order shall be endorsed on the face of the check. The civil penalty shall be paid by check, bearing the signature of Respondent, made payable to the "Department of Environmental Conservation" and forwarded to the Regional Attorney, New York State Department of Environmental Conservation, Region 3, 21 South Putt Corners Road, New Paltz, New York 12561. The remaining amount, twenty-one thousand, one hundred dollars ($21,100.00) is suspended provided Respondent strictly adheres to the terms and conditions of this Order, including the Schedule of Compliance, attached hereto. If Respondent violates any term of this Order, including the Schedule of Compliance, the whole amount of the suspended penalty, or any portion thereof, shall be due from Respondent within 30 days of receiving written notice from the Department that penalties are due. The determination of the suspended penalty amount due shall be in the Department's sole discretion.

**II. Schedule of Compliance.**

Respondent shall strictly comply with the terms of this Order and with the attached Schedule of Compliance, including any report(s), plan(s), proposal(s) and other submissions made pursuant thereto. The Schedule of Compliance and all such submissions are hereby deemed incorporated into this Order, upon approval by the Department if such approval is required, and shall be fully enforceable as part of this Order. Respondent shall have the opportunity to submit a progress report thirty days prior to any deadline in the Schedule of Compliance. This progress report shall indicate progress to date and, if additional time is required to complete the item, the reasons for the request for additional time and a proposed revised date for completion of the item. DEC shall review the progress report as described in Paragraph VI., "Review of Submitted Remedial Plans and Proposals".

**III. Notice of Noncompliance.**

In the event that the Department determines, in the Department's sole discretion, that the Respondent has failed to timely and fully comply with any provision of this Order, the Department may serve upon the Respondent a notice of noncompliance setting forth the nature of the violation(s). Service of such notice may be by personal service or by certified mail return receipt requested (restricted delivery not required) at the Respondents' address as specified in Paragraph 3 of this Order, or, if such service is refused or cannot be completed, by ordinary mail.

**IV. Full Settlement.**

Until fully remediated in accordance with this Order, all violations described above shall be considered continuing violations. The Department shall not institute any action or proceeding for penalties or other relief for the violations described above other than those actions and penalties set forth in this Order, for so long as Respondent remains in compliance with this Order. Any failure by Respondent to comply fully with the terms of this Order may subject the Respondent to further enforcement action for

the violations described above. Compliance with this Order shall not excuse nor be a defense to charges of any violations of the ECL or any regulation or permit issued thereunder, which may occur subsequent to the date of this Order.

**V. Submission.**

All reports and submissions required in this Consent Order shall be submitted to the Department, via U.S. Mail, as follows:

a hardcopy original and an electronic copy in .pdf format on Compact Disc to:

Regional Water Engineer
Division of Water
New York State Department of Environmental Conservation, Region Three
100 White Plains, New York
Re: Case No. R3-20150521-54 and R3-20151028-97

and an electronic copy in .pdf format on Compact Disc to the:

Regional Attorney
Office of General Counsel
New York State Department of Environmental Conservation, Region Three
21 South Putt Corners Road
New Paltz, New York 12561
Re: Case No. R3-20150521-54 and R3-20151028-97

Respondent shall be responsible for the content of any submissions made pursuant to this Order and shall certify in writing to the Department that such submission complies with the requirements set forth in this Order. Submission of any material containing assertions of fact shall be considered an affirmative representation by Respondent of the truth of such assertions. Respondent shall be in violation of this Order if any submission is of such poor quality that it does not constitute a good faith effort to comply with the provisions of this Order.

**VI. Review of Submitted Remedial Plans and Proposals.**

After review of any remedial plan or proposal required by this Order and its Schedule of Compliance, the Department shall notify Respondent, in writing, of its

approval or disapproval of the submission. If the Department approves the submission, Respondent shall implement it in accordance with its schedule and terms, as approved. If the Department disapproves the submission, the Department shall provide to Respondent written notice of its disapproval, specifying with reasonable particularity the grounds for disapproval. Within 30 (thirty) days after Respondent receives written notice of disapproval, Respondent shall submit a revised submission which fully responds to each of the Department's specified grounds for disapproval. After the Department's receipt of Respondent's revised submission, the Department shall notify Respondent, in writing, of its approval or disapproval. If the Department approves the revised submission, Respondent shall implement it in accordance with its schedule and terms, as approved. If the revised submission is not approvable as submitted, the Department, at its option, may disapprove it or may approve it on condition that Respondent accept such modifications as may be specified by DEC to make it approvable. If the Respondent does not accept such modifications, the revised submission will be disapproved. If the Department disapproves the revised submission, the Respondent shall be in violation of this Order. Upon Department approval, a submission or revised submission shall be deemed incorporated into this Order.

**VII. Notice of Work.**

Respondent shall provide notice to the Department of any excavating, drilling, sampling, construction or start-up of equipment to be conducted pursuant to the terms of this Order, if any, at least five (5) working days in advance of such activities.

**VIII. Inspections.**

For the purpose of insuring compliance with this Order, and with applicable provisions of the ECL and regulations promulgated thereunder, representatives of this Department shall be permitted access to the facility and to relevant records during reasonable hours to inspect and/or perform such tests which the Department deems appropriate to determine the status of Respondent's compliance.

**IX. Conveyance.**

In the event that Respondent proposes to convey the whole or any part of its ownership interest in the Facility, Respondent shall, not less than 30 days prior to the consummation of such proposed conveyance, notify the Department in writing of the identity of the transferee and of the nature and date of the proposed conveyance. In advance of such proposed conveyance, Respondent shall notify the transferee in writing, with a copy to the Department, of the applicability of this Order.

**X. Other Approvals.**

Respondent shall be obligated to obtain whatever permits, easements, rights of entry, approvals or authorizations may be necessary in order to carry out its obligations under this Order. This Order shall not relieve the Respondent of the obligation to comply with any other laws, rules or regulations of the State of New York or any other governmental authority which are applicable to Respondent's activities, nor preclude or limit such enforcement action as may be authorized by law for any such violation.

**XI. Other Remedies; Natural Resource Damages.**

(a) Nothing contained in this Order shall be construed as barring, diminishing, adjudicating or in any way affecting (1) any legal, administrative or equitable rights or claims, actions, suits, causes of action or demands whatsoever that the Department may have against anyone other than Respondent; (2) the Department's right to enforce, administratively or at law or in equity, the terms, provisions and conditions of this Order against Respondent, its directors, officers, employees, servants, agents, successors and assigns in the event that Respondent shall be in breach of the provisions hereof; (3) the Department's right to bring any action, administratively or at law or in equity against Respondent, its directors, officers, employees, servants, agents, successors and assigns which the Department could otherwise maintain with respect to areas or

resources that may have been affected or contaminated as a result of the release or migration of wastes from the site or from areas in the vicinity of the site, or to require that Respondent take such additional measures as may be necessary for the protection of public health or the environment, including interim remedial measures; (4) the Department's right to commence any action or proceeding relating to or arising out of any disposal of hazardous wastes at the site, as those wastes are defined by applicable regulation; or (5) the Respondent's right to challenge any such action by the Department, whether by administrative hearing or otherwise, to the extent otherwise permitted by law.

(b) Nothing contained in this Order shall be construed as barring, diminishing, adjudicating or in any way affecting any of the Department's rights or authorities, including the right to recover natural resource damages, against any party, including Respondent.

(c) This Order shall not be construed to prohibit the Commissioner or the Commissioner's duly authorized representative from exercising any summary abatement powers, either at common law or as granted pursuant to statute or regulation.

**XII. Indemnification.**

Respondent or any successors, assigns or transferees, shall indemnify and hold harmless the Department, the State of New York, and their representatives and employees harmless for all claims, suits, actions, damages and costs of every name and description arising out of or resulting from the fulfillment or attempted fulfillment of this Order by Respondent, its directors, officers, employees, servants, agents, successors or assigns.

**XIII. Force Majeure.**

Respondent shall not be in default of compliance with this Order to the extent that Respondent may be unable to comply with any provision of this Order because of the action of a national or local government body or court (other than Respondent), an act of God, war, strike, riot or catastrophe as to any of which the negligence or willful misconduct on the part of Respondent was not a proximate cause; provided, however, that Respondent shall use its best efforts to comply. Respondent shall provide written notice to the Department immediately upon obtaining knowledge of such event. In addition, Respondent shall, within twenty-one days of such event, provide written request to the Department for an appropriate extension or modification to this Order, along with documentation evidencing entitlement to relief herein. Relief under this clause shall not be available to Respondent, with regard to a particular event, if Respondent fails to provide timely notice of such event. The Respondent shall have the burden of proving entitlement to relief under this clause, by clear and convincing evidence.

**XIV. Modification.**

This Order may not be modified except in a writing executed by the DEC Commissioner or the DEC Commissioner's authorized representative.

**XV. Default.**

The failure of Respondent to comply fully and in timely fashion with any provision of this Order shall constitute a default and a failure to perform an obligation under this Order and under the ECL, and may constitute sufficient grounds for revocation pursuant to 6 NYCRR 621.13 of any permit, license, certification or approval issued to the Respondent by the Department.

**XVI. Entire Agreement.**

The provisions hereof shall constitute the complete and entire Order between Respondent and the Department concerning the violations set forth above. No terms, conditions, understandings or agreements purporting to modify or vary the terms hereof shall be binding unless made in writing pursuant to Paragraph XIV hereof. No informal advice, guidance, suggestions or comments by the Department regarding reports, proposals, plans, specifications, schedules or any other writing submitted by Respondent shall be construed as relieving Respondent of its obligations to obtain such formal approvals as may be required by this Order.

**XVII. Binding Effect.**

This Order shall be deemed to bind the Respondent, its officers, directors, agents, employees, contractors, successors and assigns, and all persons, firms and corporations acting under or for Respondent, including, without limitation, any subsequent operator of the Facility who may carry on activities now conducted by Respondent at the Facility, and any successor in title to the Facility or any interest therein. Respondent shall provide a copy of this Order (including any submissions incorporated herein) to any contractor or subcontractor hired to perform work required under this Order, and shall require compliance with this Order as a term of any contract for performance of work under this Order. Respondent shall nonetheless be responsible for ensuring that all work performed under this Order is in compliance with the terms of the Order.

**XVIII. Effective Date.**

This Order shall not become effective until it is signed by the Regional Director on behalf of the Commissioner.

Dated: New Paltz, New York

_____, 2016

_____
BASIL SEGGOS
Commissioner
Department of Environmental Conservation

By: _____

KELLY R. TURTURRO
Acting Regional Director, Region 3
Department of Environmental Conservation

City of Newburgh
Case no. R3-20150521-54 and R3-20151028-97

## CONSENT BY RESPONDENT

Respondent hereby consents to the issuance and entry of this Order without further notice, waives its right to a hearing in this matter, and agrees to be bound by the terms, conditions and provisions of this Order. The undersigned represents and affirms that they have the legal authority to bind Respondent to the terms and conditions of this Order.

**City of Newburgh**

**By:**_____

**Title:** _____

## ACKNOWLEDGMENT

On this _____ day of _____, in the year 20__, before me, the undersigned, personally appeared

_____ , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) as shown in the instrument, and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
**Notary Public**

## Schedule of Compliance

**Respondent:** City of Newburgh
**Site or Facility:** Newburgh WWTP, 2 Renwick Street, and locations in City as listed
**DEC Case No.:** R3-20150521-54 and R3-20151028-97

**RESPONDENT IS REQUIRED TO SELF-CERTIFY TIMELY COMPLETION OF EACH OF THE ACTIVITIES REQUIRED BY THIS SCHEDULE.**

1. **Self-certification:** Respondent shall submit to DEC, within fifteen (15) days of each milestone date set forth in this Schedule of Compliance, a signed statement certifying that the work required was completed by that date, and that the work was done in the manner required by this Order.

**Submission of the required certification shall be considered an affirmative representation by the Respondent of the truth of its contents. Any false statement made therein shall be punishable pursuant to Section 210.45 of the Penal Law, and as may be otherwise authorized by law.**

Failure to submit a required certification by the due date shall be a violation of this Order, and shall establish a legal presumption that Respondent has failed to comply with that requirement of the Schedule.

**All technical submittals to the Department required under this Order shall be made by Respondent as follows:**

All submittals, which shall include a hardcopy original and an electronic copy in .pdf format on Compact Disc shall be submitted to the Department, via U.S. Mail, in accordance with Section V of this Order.

**Schedule of Compliance, continued**

**Respondent:** City of Newburgh
**Site or Facility:** Newburgh WWTP, 2 Renwick Street, and locations in City as listed
**DEC Case No.:** R3-20150521-54 and R3-20151028-97

2. The following items of concern were fully addressed in advance of Respondent's signature of this Order:

A. Engineering Report to address SPDES limit violations

Respondent has submitted to the Department an Engineering Report with a schedule of corrective actions to eliminate the violations of the SPDES permitted settleable solids limit at the City of Newburgh WWTP.

Respondent has reprogrammed the flow control gate to operate more quickly to respond to wet weather events and to maintain a peak flow of 13.5 MGD through the secondary treatment system.

Respondent has modified the configuration of the existing air filters in the blower system through the construction of a manifold system to increase the filter surface area and decrease inlet velocity.

Respondent has revised its standard operating procedures to clear snow from the area under the blower intakes when necessary.

B. Illegal Connections

Respondent has eliminated the known illegal connections to the combined sewer system.

C. Asset Management

Respondent has provided documentation that every municipal stormwater outfall within the City of Newburgh has been inspected once during dry weather in accordance with the EPA publication, "IDDE: A Guidance Manual for Program Development and Technical Assessment". The Respondent has also submitted a corrective action plan for elimination of discharges from outfalls with illicit discharge.

**Schedule of Compliance, continued**

**Respondent:** City of Newburgh
**Site or Facility:** Newburgh WWTP, 2 Renwick Street, and locations in City as listed
**DEC Case No.:** R3-20150521-54 and R3-20151028-97

**3. Remedial Activities and Milestones:** Respondent shall timely perform the activities set forth below in a good and workmanlike manner and supply all required labor, equipment and materials at Respondent's own cost and expense:

A. Engineering Report to address SPDES limit violations

Respondent has submitted to the Department an Engineering Report with a schedule of corrective actions to eliminate the violations of the SPDES permitted settleable solids limit at the City of Newburgh WWTP. Some settleable solids limit exceedances have continued, however. Respondent shall address the following compliance actions:

1. Within 30 days of the effective date of this Order:

Respondent shall revise its standard operating procedures for on call responses to alarms to include verification.

2. Within 90 days of the effective date of this Order:

Respondent shall hire a consultant to prepare a cold weather operating plan.

3. Within 120 days of the effective date of this Order:

Respondent shall submit a cold weather operating plan to the DEC for review and approval.

4. Respondent shall review the Wet Weather Operating Plan to confirm that the Plan takes into account and addresses causes of the settleable solids violation. Respondent shall certify that the Plan addresses the settleable solids violations, if appropriate. If the Plan does not fully address the settleable solids violations, Respondent shall revise the Plan to so address and submit to DEC, within 90 days of the effective date of this Order.

5. Within 30 days of the effective date of this Order:

Respondent shall submit a Process Control Optimization Report, signed and sealed by a New York State licensed Professional Engineer, for DEC approval which evaluates the daily process operations at the wastewater treatment plant including the impacts of industrial slug loads and wasting of waste activated sludge to the primary clarifiers. The report shall make recommendations for

improvements and include a schedule for implementation of the recommended actions.

B. Asset Management Plan

Respondent shall develop, submit for the Department's approval, and implement an Asset Management Plan for the City of Newburgh wastewater treatment infrastructure, including the City of Newburgh wastewater treatment plant and the combined sewage collection system, in accordance with the following schedule:

1. Within 6 months of the effective Date of this Order

Respondent shall complete 50% of the Inventory of Assets and submit an Interim progress report to the Department. Asset categories include but are not limited to headworks, buildings, pump stations, equipment, unit processes, and sanitary sewer collection system. Personnel shall not be included.

2. Within 12 months of the effective Date of this Order:

Respondent shall complete the Inventory of Assets and submit the Inventory to the Department.

3. Within 30 months of the effective Date of this Order:

Respondent shall submit an interim progress report on the completion of the Assessment of Criticality and Condition of the Assets;

4. Within 48 months of the effective date of this Order:

Respondent shall complete the Assessment of Criticality and Condition of the Assets;

5. Within 60 months of the effective Date of this Order:

Respondent shall submit to the Department for approval a completed Asset Management Plan. The completed Asset Management Plan shall include the following items:

a) Inventory of Assets
b) Assessment of Criticality of the Assets and Condition of the Assets
c) Ranking and Prioritization of the Assets

6. Upon completion and DEC review and approval of the Asset Management Plan in item 4.B.5 above, Respondent shall submit a Capital Improvement Plan to DEC for review and approval with a schedule for implementation of the Capital improvements.

7. Upon DEC approval of the Capital Improvement Plan and schedule, Respondent shall begin to implement the Plan and schedule.

**RESOLUTION NO.: _____ - 2016**

**OF**

**SEPTEMBER 12, 2016**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A RENEWALAGREEMENT WITH PEC GROUP OF NEW YORK, INC. TO PROVIDE SECURITY SERVICES FOR CITY HALL AND 123 GRAND STREET**

**WHEREAS**, by Resolution No. 32-2014 of February 10, 2014, the City Council of the City of Newburgh, New York authorized the Interim City Manager to enter into an agreement with PEC Group of New York, Inc. to provide for security services in City Hall; and

**WHEREAS**, by Resolution No. 2362015 of September 14, 2015, the City Council of the City of Newburgh authorized the City Manager to an addendum to the City's Agreement with PEC Group of New York to provide for security services at 123 Grand Street; and

**WHEREAS**, a renewal of the security services agreement requires a raise in the hourly rate due to an increase in the prevailing wage for the titles of Guards/Watchman which will increase the cost to the City of approximately $1,200.00 in the 4th quarter of 2016 and $5,000.00 in 2017; and

**WHEREAS,** this Council finds that renewing the Agreement with PEC Group of New York for security services at City Hall and 123 Grand Street;

**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 Renewal Agreement with PEC Group of New York, in substantially the same form as attached subject to terms and conditions as may be required by the Corporation Counsel, to continue to provide security services at City Hall and 123 Grand Street.

# FAX

TO: K. Mack

FROM: PEC Group of NY Inc.

DATE: 08/29/16

Per your request I have sent you the new service agreement. Kindly sign and return the original agreement to our office.

Thank you.

Nick Chahales



# PEC GROUP OF NY, INC.

*"Protecting Your State, Securing America"*

## SERVICES AGREEMENT

AGREEMENT, made this __1st___ day of___July _____,2016, between **City of Newburgh**. Herein after referred to as the "**CITY**" with offices located at 83 Broadway – 4th Floor, Newburgh, NY 12550 and **PEC Group of NY, Inc**. with offices located at 935 South Lake Blvd. Suite 7, Mahopac, NY 10451 herein referred to as "**PEC Group.**"

WITNESSETH:

WHEREAS, the City of Newburgh desires to have PEC Group furnish Unarmed Security Officer Services as the City has awarded to PEC Group in Bid #10.13 to protect the premises and facilities owned and/or operated by the City.

NOW, THEREFORE, the parties do mutually agree as follows:

1. PEC Group shall comply with all state and local rules, regulations, and requirements having jurisdiction over the services performed by PEC Group.

2. PEC Group shall keep in full force, in its name, during the term of this Agreement adequate insurance with regard to workers compensation, Public Liability, and Blanket Fidelity Bond Insurance and furnish evidence that such insurance is in full force and effect.

3. PEC Group agrees that the City shall have the right to reject in writing, for any reason whatsoever, any guard assigned by PEC Group. PEC Group shall thereafter provide a satisfactory replacement, not to exceed two business days' work cycles in so providing..

4. The parties acknowledge that PEC Group incurs significant monetary cost to recruit, screen, and train its employees. Therefore, CITY agrees that it will not employ directly any person employed by PEC Group within (6) six months following the last day on which PEC Group employed such person. As liquidated damages for each breach of this provision the CITY agrees to pay to the sum of (i) three times the average monthly billing charged by PEC Group for each Security Officer; and (ii) for all employees not assigned as security officer three times their monthly salary immediately prior to the employees separation from PEC Group: All together with interest at 1.5 percent per month commencing on the date of the breech of this provision and all attorney's fees, costs and disbursements incurred by PEC Group in enforcing this provision.

5. It is mutually agreed that the services performed by PEC Group shall be The following:

Unarmed Security Guard will be posted at the main entrance desk reception area for the purposes of security between the hours of 8:30am until 4:30p.m and 9:00am until 5:00 pm, Monday through Friday. All visitors shall be instructed by guard to sign in and out of the facility. Daily log entry in log book will be done by security guards. All incidents will be reported to management.

| Category Of Service: | Hours Per Week | Regular Bill Rate | Overtime Bill Rate | Holiday Bill Rate | Sales Tax |
|---|---|---|---|---|---|
| Security Guard | 80 | $21.95 | $32.92 | $32.92 | $ 0 |

Start Date: _____July 1, 2016_____

All client-requested temporary additional coverage with less than 24 hours notice beyond the contracted weekly hours as set forth herein and holidays as listed shall be billed at the Holiday/Overtime hourly rate as stated herein.

New Year's Day • Independence Day • Thanksgiving Day • Veterans Day • Memorial Day • Labor Day • Christmas Day

Any equipment requested by CITY for the performance of service not specified herein shall be billed separately. All requested additional coverage with less than 24 hours' notice beyond the contracted hours as set forth in Paragraph 5 will be billed at a rate of time and one half the regular bill rates.

6. Hourly rates are subject to adjustment for any change in any federal, state or municipal law, regulation, administrative ruling or collective bargaining agreement, requiring any increase in work hours, wages, and benefits, taxes, working conditions or other costs incurred by PEC Group in performance of this Agreement.

PEC Group shall provide Unarmed Security Officers as stated in Paragraph 5, at the following location(s):

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

**Municipal Bldg**
**123 Grand Street**
**Newburgh, NY 12550**

Any deviation from the number of hours and/or locations as set forth in this document must be agreed to, in writing, by both parties and annexed to this agreement and may be subject to a billing rate adjustment with seven (7) days notice.

7. PEC Group will invoice the CITY for services rendered weekly. The CITY will make payment to PEC Group within thirty (30) days of receipt of invoice. Any dispute or claim regarding the amount of an invoice or the underlying services rendered must be received by PEC Group in writing from the CITY within ten (10) days from the invoice date setting forth the nature of the dispute and including all supporting documentation, or such claim or dispute shall for all purposes be deemed waived by the CITY. Invoices not paid within thirty (30) days of receipt of approved invoice shall be charged interest at a rate of 1.5% per month. In the event of a judgment of non-payment, CITY shall be responsible for any and all attorney's fees and costs of collection incurred by PEC Group.

8. The parties agree that PEC Group does not represent and cannot warrant that the services will prevent or minimize the likelihood of loss. Unless contracted separately in writing, PEC Group' responsibility is solely limited to providing physical security services and has not been engaged as a consultant or otherwise to provide an assessment of security needs to the site(s) covered. PEC Group services shall not give rise to or confer any rights on any third party and CITY agrees to indemnify, defend and hold harmless PEC Group against any claims by third parties.

It is understood and agreed that in no event will PEC Group be liable to CITY or any other party for indirect, consequential or special damages or lost profits resulting from the services provided hereunder. It is further understood and agreed that if PEC Group should be found liable for any loss or damage hereunder, for any reason whatsoever, liability shall be limited to the actual value of the loss or an amount equal to that billed and collected by PEC Group from CITY during the twelve months immediately preceding the loss, whichever is less. In the event that the CITY wishes PEC Group to assume greater liability, CITY may obtain from PEC Group a higher limit by paying an additional amount to PEC Group and a rider shall be attached hereto setting of the terms, conditions, and amounts of the additional limited liability and additional annual charge therefore. This additional obligation shall in no way be deemed to modify the terms set forth in the first paragraph of this section.

9. PEC Group agrees to maintain, for a period of three (3) years, records of all direct labor and CITY shall be permitted to examine and audit said records at all reasonable times for a period of thirty (30) days following the date the underlying services were rendered.

10. Notwithstanding anything to the contrary, PEC Group may terminate or suspend services at any time upon forty eight (48) hours prior written notice to the CITY due to the CITY failure to pay any monies due hereunder, or if at any time during this Agreement there shall be filed by or against CITY in any court, pursuant to any statute, a petition in Bankruptcy, insolvency, reorganization, or the appointment of a receiver to receive all or a portion of the CITY's property. For purposes of this paragraph, time is of the essence.

11. PEC Group is an Equal Opportunity Employer and does not discriminate on the basis of race, color, creed, sex, age, disability, marital status or national origin and complies with all pertinent laws, Executive Orders and regulations.

12. CITY shall provide PEC Group at no charge all material and information and include personnel in any training necessary for full compliance with applicable Federal and State "Right to Know" laws and regulations. In the event PEC Group employees may be exposed to any hazards on the CITY's premises including, but not limited to, blood and airborne pathogens, the CITY will be solely responsible for the necessary training, testing, inoculations, follow-up medical visits and the provision of protective equipment and/or materials to PEC Group employees.

13. This Agreement represents the entire understanding of the parties and supersedes any and all prior Agreement, oral or written, between PEC Group and CITY. No other agreement or representation, written or oral, shall be binding upon PEC Group. Any alteration, modification or amendment of this Agreement must be in writing containing the signature of an authorized representative of the party to be charged. The parties agree that there are no third party beneficiaries to this Agreement.

14. This Agreement shall commence on the first day that services are rendered by PEC Group to the CITY. Agreement shall remain in effect for a period of twelve (12) months. This Agreement shall continue until terminated by either party with or without cause upon thirty (30) days written notice, or same will renew itself on like terms or as amended through mutually agreed terms at the end of each term.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT as of today,

| FOR CITY:<br>City of Newburgh | FOR PEC Group:<br>PEC Group of NY, Inc. |
|---|---|
| Signature | Signature |
| Print Full Name | PAULINE CHAKMAKIS<br>Print Full Name |
| Title | PRESIDENT<br>Title |

Agenda Item 9.

**Community Resources Officer Program Agreement with NECSD**

Resolution Authorizing the City Manager to enter into an Agreement with the Newburgh Enlarged City School District to provide Police Services in connection with the Community Resources Officer Program for Compensation in the amount of $100,000.00. (Katie Mack)

**Background:**
A resolution is required to authorize the City Manager to accept $100,000.00 from the Newburgh Enlarged City School District to fund the salary and benefits of one police officer to be hired to backfill Police Department personnel currently serving in the City's Secondary School as a Community Resource Officer

**Additional Information:**
We have confirmed that the NESCD will be requesting the renewal of the CRO (Community Resource Officer) for the 2016-17 School Year

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Resolution Authorizing the City Manager to enter into an Agreement with the Newburgh Enlarged City School District for the Community Resource Officer Program in the amount of $100,000.00 | 8/29/2016 | Resolution Letter |

**RESOLUTION NO.: _____ - 2016**

**OF**

**SEPTEMBER 12, 2016**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE NEWBURGH ENLARGED CITY SCHOOL DISTRICT TO PROVIDE POLICE SERVICES IN CONNECTION WITH THE COMMUNITY RESOURCE OFFICER PROGRAM FOR COMPENSATION IN THE AMOUNT OF ONE HUNDRED THOUSAND DOLLARS**

**WHEREAS,** the City of Newburgh and the Newburgh Enlarged City School District wish to enter into a cooperative agreement to provide the presence and services of City police officers in schools in and for the Newburgh Enlarged City School District; and

**WHEREAS**, such officers can provide valuable education, security, an enhanced learning environment, role modeling, timely response and other valued benefits; and

**WHEREAS**, this Council has reviewed the attached agreement and finds that the execution of the same is in the best interests of the City of Newburgh;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into an agreement with the Newburgh Enlarged City School District, in substantially the same form as annexed hereto with such other terms and conditions as may be required by the Corporation Counsel, to provide police services in connection with the Community Resource Officer Program for the 2016-2017 school year for compensation paid by the District to the City of Newburgh in the amount of One Hundred Thousand ($100,000.00) Dollars.

**COMMUNITY RESOURCE OFFICER AGREEMENT**

**AGREEMENT MADE THIS ____ DAY OF _____, 2016** by and between the Board of Education of the Newburgh Enlarged City School District, having its principal place of business at 124 Grand Street, Newburgh, New York 12550 (hereinafter "the Board of Education") and The City of Newburgh having its principal place of business at City Hall, 83 Broadway, Newburgh, NY 12550 (hereinafter referred to as "the City").

**WHEREAS**, the City and the Board of Education agree to establish the position of Community Resource Officer (hereinafter "CRO"), to be filled by police officers from the City of Newburgh Police Department, at Newburgh Free Academy; and

**WHEREAS,** the School Board has agreed that they will reimburse the City for its expense in participating in the CRO Program in the amount of One Hundred Thousand ($100,000) for the period of September 1, 2016 through August 31, 2017 school year and, the City of Newburgh Police Department will provide one officer at the school specified above, each day that school is open for the hours of 7:30 a.m. – 3:30 p.m., during the school year and during the summer months on such days and times that summer school or the extended year program is being held in the buildings, on the terms and conditions set forth herein:

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. The School Board and the City of Newburgh by and through the City of Newburgh Police Department have established the following goals and objectives with regard to the CRO Program in the Schools: (a) to maintain a safe campus environment that will be conducive to learning, (b) to create a relationship based upon cooperation and mutual support between law enforcement and school officials; (c) to improve relationships between law enforcement, school, community and the youth of the school; (d) for Police Officers to serve as consultants to school staff, parents, and youth on safety matters and any other matters which will provide a better environment for the students and the teachers in which to pursue their respective tasks; (e) for police officers to serve as a role models to students; (f) to provide a continuum of youth services between the school and the community with the support of the Police Department and other City staff and agencies.

2. The City agrees that the City of Newburgh Police Department shall provide one officer as CRO during the term of this agreement. The CRO shall be subject to the administration, supervision and control of the City of Newburgh Police Department at all times, unless otherwise provided in this agreement.

3. The officer assigned as the CRO will be selected by the Chief of Police based upon the Police Chief's judgment and discretion, taking into consideration other criteria, the officer's training, qualifications,

experience, interest in the position and the officer's ability to effectuate the goals and objectives set forth in paragraph 1.

4. The Board of Education shall have the right to request the removal of any CRO and have an officer substituted in his or her place by communicating such request to the Chief of Police at any time during the school year, which request will not be unreasonably denied.

5. The City of Newburgh agrees to provide and pay the CRO's salary and employment benefits in accordance with the current Newburgh PBA contract.

6. It is understood and agreed that the City of Newburgh Police Department, in its sole discretion, shall have the authority to discharge and discipline an officer assigned as a CRO as provided under the terms of any agreement between the City of Newburgh and the applicable collective bargaining unit, and/or by law. The City shall indemnify and hold harmless the Newburgh Enlarged City School District from any claims, suits, or causes of action arising out of allegations of unfair or unlawful employment practice brought by an officer assigned as a CRO.

7. The following named police officers shall be initially assigned by the Chief of Police of the City of Newburgh Police Department to act as CROs as follows:

   Newburgh Free Academy – Robert Pedrick

   It is understood that such assignments may be changed by the Chief of Police or other commanding officers as in their judgment circumstances may require.

8. It is understood and agreed that the Board of Education shall not be responsible for any overtime pay earned by an Officer serving as a CRO in connection with his or her duties as a CRO and that the cost of same shall be borne solely by the City of Newburgh. The entire extent of the obligation of the School District to compensate the City for CRO services as provided herein shall be as provided hereinabove.

9. It is understood and agreed that, should a CRO become unable to perform his or her duties as a result of illness or injury that causes the Officer to be absent in excess of five school days, the City of Newburgh Police Department shall assign another officer to fill the CRO position at the affected building.

10. It is understood and agreed that the CROs to be appointed by the City of Newburgh Police Department shall have the following qualifications:

(a) The CRO shall be a full time police officer with a minimum of two (2) years of law enforcement experience;

(b) The CRO shall possess sufficient knowledge of applicable Federal, State and County Laws and Town ordinances as well as the School Board's policies and regulations;

(c) The CRO shall be capable of conducting in depth criminal investigations;

(d) The CRO shall possess an even temperament and set a good example for students;

(e) The CRO shall possess good communication skills, which would enable the CRO to function effectively within the school environment.

The Board of Education may, at its discretion, waive the requirement set forth in paragraph "a", above, upon the request of the Police Department and upon an interview by the Board of Education of the officer being proposed for the position.

11. The following are the duties of the CRO:

(a) Consult with and coordinate activities as requested by a school's principal.

(b) Abide by School Board policies to the extent that such compliance does not interfere with or impede the CRO in the performance of his or her duties as a law enforcement officer.

(c) The CRO shall develop an expertise in presenting various subjects; including meeting Federal and State mandates in drug abuse prevention education and shall provide these presentations at the request of school personnel in accordance with the established curriculum;

(d) Encourage group discussions about law enforcement with students, faculty and parents;

(e) Under no circumstances shall a CRO be a school disciplinarian. The CRO will not be involved in the enforcement of disciplinary infractions that do not constitute violations of law;

(f) Attend meetings with parents and faculty groups to solicit their support and understanding of the CRO school program and to

promote awareness of law enforcement functions;

(g) Where possible, serve as a member of the school student services committee, familiarizing students with all community agencies which offer assistance to youths and their families such as mental health clinics, drug treatment centers, etc. Where necessary, the CRO may make recommendations for referrals;

(h) To confer with the principal of the school to which the CRO is assigned to develop plans and strategies to prevent and/or minimize dangerous situations on or near campus or involving students at school related activities;

(i) Perform such duties as determined and requested by a given school principal. However, such duties shall not include things normally assigned to school personnel such as lunchroom or hall duty. Nothing herein shall preclude the CRO from being available in areas where interaction with students is expected;

(j) The CRO shall familiarize himself/herself with and shall abide by School Board policy and applicable law concerning interviews with students should it become necessary to conduct formal law enforcement interviews with students or staff on school property or at school functions under the jurisdiction of the School Board insofar as same shall be in harmony with standard police practices and standing general orders;

(k) Initiate law enforcement action as necessary and notify the school principal as soon as possible, and, whenever practicable advise the principal before requesting additional law enforcement assistance on campus and undertake all additional law enforcement responsibilities, as required by standard police practices and standing general orders;

(l) The CRO shall act as a liaison for other law enforcement officers in matters regarding School Board policies while on school grounds;

(m) The CRO shall affirm the role of law enforcement officer by wearing the City of Newburgh Police uniform, unless doing so would be inappropriate for scheduled school activities. The uniform shall be worn at events where it will enhance the image of the CRO and his/her ability to perform his/her duties;

(n) The CRO shall patrol and maintain a safe corridor within ½ mile radius directly surrounding the school to which he or she is assigned, including, but not limited to, other school buildings

within that radius. The CRO shall be dispatched, as available, to calls for service emanating from within such a radius related to juvenile criminal activity.

12. It is understood and agreed that while the CRO will be stationed at one of the schools within the School Board's jurisdiction, the CRO shall remain an employee of the City of Newburgh Police Department, adhering to all policies and procedures of the Police Department.

13. The CRO shall report to the Main Office at the start of each work day and shall sign in on a log by the school. The CRO shall sign out at the end of each work day using the same log.

14. It is understood and agreed that the CRO in pursuing the performance of his/her duties shall coordinate and communicate with the school principal or the principal's designee.

15. The City of Newburgh Police Department shall provide the appropriate in-service training for the CRO, to enable the CRO to function efficiently. The School Board may also provide training in school policies, regulations and procedures, or additional training in other matters relating to students and their safety.

16. The City of Newburgh Police Department shall provide a standard marked patrol vehicle for the CRO, which vehicle shall be maintained by the City of Newburgh Police Department, providing among other things, fuel, tires, etc. and all expenses associated with the operation of the vehicle including insurance. The Police Department will also provide the CRO with a service weapon and ammunition and the usual and customary office supplies and forms required in the performance of the CRO's duties as a police officer. The CRO is authorized to carry a service weapon on school grounds.

17. Should the CRO program continue into future school years, it is understood and agreed that the School District shall evaluate annually the CRO Program and the performance of the CRO on forms to be developed jointly by the parties to this Agreement. Such evaluation by the School Board and the City of Newburgh Police Department shall be performed in order to evaluate the performance of the CRO in accordance with the Department rules and regulations and also to ascertain what, if anything, can be done to improve the CRO Program.

18. The City agrees to maintain at all times during the term of this Agreement a general comprehensive liability insurance policy for a minimum of $1,000,000 and agrees to indemnify and hold harmless the School Board and the Newburgh Enlarged City School District, its agents and employees from and against any and all claims, suits or causes of actions arising from

or in any way out of the performance of the duties of the CRO or the CRO Program.

19. The School Board agrees to compensate the City for services rendered in connection with the CRO Program, in the amount of $100,000. Such compensation shall be paid by the School Board to the City of Newburgh in monthly installments of $10,000 per month from September 1, 2016 – June 30, 2017 commencing within thirty (30) days of ratification of this agreement by all parties.

20. The terms of this agreement are for the period commencing with the provision of such services and ending on the 31st day of August, 2017.

BOARD OF EDUCATION OF THE NEWBURGH ENLARGED CITY SCHOOL DISTRICT

_____

Dr. Roberto Padilla
SUPERINTENDENT OF SCHOOLS

CITY BOARD OF THE CITY OF NEWBURGH

_____

Michael G. Ciaravino
CITY MANAGER
CITY OF NEWBURGH
Per Res. No.:

Document Title: _____

Approved as to Form:

_____ _____
MICHELLE KELSON DATE
Corporation Counsel
Per Res. No. _____

_____ _____
KATHRYN MACK DATE
City Comptroller
Per Res. No. _____

**RESOLUTION NO.: _____-2016**

**OF**

**SEPTEMBER 12, 2016**

**A RESOLUTION AMENDING THE 2016 PERSONNEL ANALYSIS BOOK TO CHANGE THE POSITION OF ACCOUNTANT TO JUNIOR ACCOUNTANT IN THE OFFICE OF THE CITY COMPTROLLER**

**WHEREAS**, the City Comptroller has recommended changing the Accountant position to a Junior Accountant position; and

**WHEREAS**, the City Council has determined that changing the Accountant position to a Junior Accountant position in the Office of the City Comptroller will promote economy and efficiency within the Department; the same being in the best interests of the City of Newburgh; and

**WHEREAS**, the changing the Accountant position to a Junior Accountant position requires the amendment of the City of Newburgh Adopted Personnel Analysis Book for 2016;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the Personnel Analysis Book for 2016 be and is hereby amended to changing the Accountant position to a Junior Accountant position.

**RESOLUTION NO.: _____ - 2016**

**OF**

**SEPTEMBER 12, 2016**

**RESOLUTION AMENDING RESOLUTION NO: 300-2015, THE 2016 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK TO PROVIDE FOR AN ADJUSTMENT TO OFFSET UNANTICIPATED EXPENSES THAT WERE INCURRED AND SUBSEQUENTLY REIMBURSED**

**BE IT RESOLVED**, by the City Council of the City of Newburgh, New York that Resolution No.: 300-2015, the 2016 Budget of the City of Newburgh, is hereby adjusted as follows:

| | Increase |
|---|---|
| Expense: F.8330.0448<br>Other Services | $2,872.62 |
| Revenue: F.0000.2680<br>Insurance Recovery | $2,872.62 |

**RESOLUTION NO.: _____ - 2016**

**OF**

**SEPTEMBER 12, 2016**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION FOR TEMPORARY USE OF CITY PROPERTY AND RIGHT-OF-WAYS TO FACILITATE UPGRADES TO THE NEW YORK CITY WATER SYSTEM CONNECTION AND THE CONSTRUCTION OF A GRANULAR ACTIVATED CARBON WATER TREATMENT SYSTEM TO REMOVE PFOS FROM WATER PRODUCED FROM WASHINGTON LAKE**

**WHEREAS**, perfluorooctane sulfonic acid (PFOS) has been detected in the City of Newburgh's water supply at levels in excess of the Environmental Protection Agency's recently released lifetime health advisory level and resulted in a need to provide a temporary alternate source of drinking water to residents of the City of Newburgh, which has access to New York City's Catskill Aqueduct ("NYC Water System") as a backup source of drinking water; and

**WHEREAS**, by Resolution No. 204-2016 of August 8, 2016, the City Council authorized the City Manager to enter into Contract C010219 with the New York State Department of Environmental Conservation for reimbursement for the actual cost of water purchased from the NYC Water System; and

**WHEREAS**, certain upgrades to the City's connection to the NYC Water System are needed to ensure the continued use of such water as an alternate source; and

**WHEREAS**, the NYC Water System intends to undertake maintenance activities on its infrastructure in the vicinity of the City, making water from the system unavailable to the City commencing in late 2017; and

**WHEREAS**, prior to the time NYC Water System water is unavailable, in order to protect the health of City water consumers, construction and clearance for use of a granular activated carbon ("GAC") water treatment system to remove PFOS from water produced from Washington Lake must be completed; and

**WHEREAS**, to complete these improvements to the City's water supply system, the City's properties will be entered upon and occupied by the Department of Environmental Conservation, its agents, employees, representatives, or contractors, for the performance of work thereon for one or more of the purposes set forth in Environmental Conservation Law and particularly for the purpose of conducting remedial activities with a scope of work generally includes site preparation, including but not limited to removal of rock and concrete, construction of an above-ground water storage tank, construction of a new GAC water treatment system, and construction of a direct pipe connection from the NYC Water System to the Brown's Pond Raw Water Pumping Station; and

**WHEREAS**, the City Council of the City of Newburgh has determined that entering into a Temporary Use and Occupancy Agreement with the Department of Environmental Conservation for access to City-owned property for the purpose of performing work in connection with upgrades to the City's connection to the NYC Water System and the construction of a granular activated carbon water treatment system to remove PFOS from water produced from Washington Lake is in the best interest 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 be and he is hereby authorized to enter a Temporary Use and Occupancy Agreement with the Department of Environmental Conservation for access to City-owned property for the purpose of performing work in connection with upgrades to the City's connection to the NYC Water System and the construction of a granular activated carbon water treatment system to remove PFOS from water produced from Washington Lake.

New York State Department of Environmental Conservation

**AGREEMENT for TEMPORARY USE of CITY PROPERTIES AND RIGHT-OF-WAYS PURSUANT TO ENVIRONMENTAL CONSERVATION LAW SECTIONS 27-1309 AND 27-1313(8) AND OTHER ECL SECTIONS**

This Agreement is between the **CITY OF NEWBURGH**, a municipal corporation formed for the purpose of exercising such powers and discharging such duties of local government and administration of public affairs as may be imposed or conferred upon it by law, whose offices are located at **83 Broadway, Newburgh, New York 12550** hereinafter referred to as "CITY," and the COMMISSIONER OF THE DEPARTMENT OF ENVIRONMENTAL CONSERVATION FOR THE PEOPLE OF THE STATE OF NEW YORK, hereinafter referred to as "the DEPARTMENT," pursuant to the above-cited law,

WITNESSETH:

WHEREAS, the DEPARTMENT has and continues to investigate and respond to the presence of perfluorooctane sulfonic acid ("PFOS"), a hazardous substance being discharged from Stewart Air national Guard Base ("Stewart ANG"), in the waters of Lake Washington, a public drinking water resource for the CITY.

WHEREAS, the DEPARTMENT has facilitated the CITY's temporary use of water from the New York City Water Supply System ("NYC Water System") pursuant to Contract C010219 with an effective date of September 6, 2016.

WHEREAS, certain upgrades to the CITY's connection to the NYC Water System are needed to ensure the continued use of such water as an alternate source.

WHEREAS, the NYC Water System intends to undertake maintenance activities on its infrastructure in the vicinity of the CITY, making water from the system unavailable to the CITY commencing in late 2017.

WHEREAS, the DEPARTMENT and the CITY concur that, prior to the time NYC Water System water is unavailable, in order to protect the health of CITY water consumers, construction and clearance for use of a granular activated carbon ("GAC") water treatment system to remove PFOS from water produced from Lake Washington must be completed.

WHEREAS, pursuant to Article 27 of the Environmental Conservation Law, the DEPARTMENT registered the Stewart ANG, located at the Stewart Airport, as a class 2 inactive hazardous waste site, Site No. 336089.

WHEREAS, pursuant to Article 27 of the Environmental Conservation Law, the DEPARTMENT also identified other property at Stewart Airport as a potential hazardous waste disposal site, Site No. 336088.

WHEREAS, The CITY has been advised by the DEPARTMENT that the DEPARTMENT is preparing to undertake interim remedial measures involving a number of facilities and equipment on CITY properties to supplement the City's existing water treatment system to address PFOS contamination impacting the CITY's drinking water supply, and based on the information provided to the CITY, the CITY fully supports these measures, recognizes the need to expeditiously carry out the measures, and will make good faith efforts to assist the

DEPARTMENT with achieving the project schedule.

WHEREAS, the CITY's properties will be entered upon and occupied by the DEPARTMENT, its agents, employees, representatives, or contractors, for the performance of work thereon for one or more of the purposes set forth in Environmental Conservation Law Sections 27-1309(3)-(4) and 27-1313(8), and particularly for the purpose of conducting remedial activities. The scope of work generally includes site preparation, including but not limited to removal of rock and concrete, construction of an above-ground water storage tank, construction of a new GAC water treatment system, and construction of a direct pipe connection from the NYC Water System to the Brown's Pond Raw Water Pumping Station; and

WHEREAS, the DEPARTMENT recognizes that the CITY's existing water treatment system must continue to operate to provide drinking water during and after the construction activities contemplated by this agreement;

NOW THEREFORE, the parties hereto agree as follows:

1. This Agreement is to facilitate the entry of the DEPARTMENT and its agents, employees, representatives, and contractors onto the CITY's properties identified as tax map parcels numbered 4-1-35 and 97-3-17, as shown in the figures attached as Figure 1 and Figure 2, to conduct activities authorized by the ECL. This Agreement does not convey any interest in the subject properties to the State of New York.

2. The mitigation measures are to include an above ground water storage tank a piped direct connection from the NYCDEP Catskill Aqueduct to the Brown's Pond raw water pumping station, and a new granular activated carbon water treatment system to be designed to address PFOS at the plant's rated capacity of 8.85 MGD. All designs for the water plant shall be in conformance with "Ten States Standards". The CITY will be provided draft design/procurement documents, periodic status reports, and invites to pre-bid/pre-construction/progress meetings with the right to review and comment on all such plans prior to contract award, including a site safety plan. The CITY acknowledges that comments resulting in changes may need to be incorporated by addendum or change order. The CITY shall provide written comments to the Department within five (5) business days of receiving drafts. No award will be made prior to the approval of the plans by the NYS Department of Health and the Orange County Department of Health and the CITY Engineer. Prior to the installation of the GAC system, the CITY and DEPARTMENT will agree regarding the mechanism for funding by parties other than the CITY of the costs of replacement filtration media, other related operating and maintenance expenses and other additional costs related to the PFOS mitigation. The DEPARTMENT will let contracts in accordance with its own procurement and contracting requirements and will not be acting as agent of the CITY.

3. The DEPARTMENT will secure a NYC DEP Land Use Permit for the direct pipe connection from the NYC Water System to the Brown's Pond Raw Water Pumping Station.

4. Staging of materials and equipment will be coordinated with the CITY.

5. The CITY will permit entry on and use of the properties by the DEPARTMENT, its

agents, employees, representatives, and contractors until **December 31, 2018**. Such right of entry includes the right to the use of CITY's properties and right-of-ways to:

- operate a work area;
- remove therefrom any material generated from the DEPARTMENT's work activities;
- perform site restoration activities;
- collect water samples;
- carry on any activity necessary for the completion of the work together with the rights at all times during the duration of this agreement of ingress, egress and regress by the State of New York, its employees, agents, contractors and/or representatives for the purposes connected with the above work; and
- enforce the provisions of the construction contracts including applicable warranties.

6. The DEPARTMENT covenants that all work performed hereunder will be done in substantive conformance, as applicable, with Chapter 122 of the Code of the City of Newburgh at no cost or expense to the CITY. Neither the DEPARTMENT nor its agents, employees, representatives and contractors will interfere with the continued operation of the CITY's water treatment plant. CITY Water staff will be notified (7) seven days in advance of any plant shutdowns required to complete connections. Plant shutdown times shall be coordinated with an approved by the CITY Water Superintendent and CITY Engineer. Plant shutdowns shall be minimized to the maximum extent practicable. Any requirements regarding fees are waived by both parties to this Agreement. Contractors, excluding the Department's commodity contractor for the GAC system, will be required to post performance, labor and material payment bonds holding the DEPARTMENT harmless from and against any and all liens of contractors, subcontractors and suppliers, and will be required to provide a dual obligee rider naming the CITY as additional obligee.

7. Prior to the termination of this agreement, the DEPARTMENT or its contractors, at its cost and expense, will complete the work in accordance with final design(s).

8. The DEPARTMENT agrees that all contracts with any consultant or contractor, will require such party to hold the CITY harmless from and against any and all claims for injury to person or property to the extent such claims result from any negligent act or omission of such party, its employees, agents and subcontractors, in connection with the work undertaken pursuant to the activities described in Paragraph 5 of this Agreement, except to the extent caused by CITY's own negligence or willful misconduct.

9. The DEPARTMENT agrees to require that all of its consultants, and contractors, shall

have and maintain for the activities conducted at these properties its or their sole cost and expense, the following policies of insurance procured from insurance companies authorized to do business in New York: (a) Workers Compensation Insurance and Employer Liability Insurance providing statutory benefits and limits; (b) Motor Vehicle Insurance with coverage for all owned, non-owned and hired vehicles with combined single limits of not less than $1,000,000.00 per occurrence for bodily injury and property damage; and (c) Commercial General Liability Insurance with combined single limits of not less than $3,000,000.00 per occurrence for bodily injury and property damage naming the CITY as additional insured. The DEPARTMENT's consultants, contractors and agents shall not enter the work sites or commence any portion of the work on the work sites prior to delivery to CITY of an insurance certificate or certificates evidencing the foregoing insurance.

The DEPARTMENT will cooperate with the CITY in pursuing with the insurer any claim that may arise.

10. The CITY will waive any CITY permits but will provide the DEPARTMENT, as part of the CITY's comments on draft design/procurement documents, with information regarding any substantive requirements of CITY permits. The DEPARTMENT and/or the DEPARTMENT's consultant shall ensure substantive compliance with all erosion control requirements, stormwater management, site inspections and site restoration activities resulting from the planned construction.

11. Neither party may assign its obligations under this agreement.

This AGREEMENT shall inure to the benefit of and bind the parties and their legal representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the date indicated opposite each signature.

CITY OF NEWBURGH

Dated: _____

By: _____
Michael G. Ciaravino, City Manager

STATE OF NEW YORK )
) ss:
COUNTY OF )

On the _____ day of _____, in the year 2016, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____

Signature and Office of individual taking acknowledgment

Dated: _____

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By: _____

Robert W. Schick, P.E.
Director, Division of Environmental
Remediation

Figure 1

Figure 2

**RESOLUTION NO.: _____-2016**

**OF**

**SEPTEMBER 12, 2016**

**A RESOLUTION AMENDING RESOLUTION NO. 52-2016 OF MARCH 14, 2016 TO CHANGE A TITLE IN THE 2016 PERSONNEL ANALYSIS BOOK FROM WATER MAINTENANCE MECHANIC TO ASSISTANT WATER MAINTENANCE MECHANIC IN THE WATER DEPARTMENT – DISTRIBUTION**

**WHEREAS**, the Department of Public Works has recommended deleting the Automotive Mechanic Position funded by the Water Fund and assigned to the DPW Garage and creating a new Water Maintenance Mechanic position in the Water Department assigned to Distribution; and

**WHEREAS**, by Resolution No. 52-2016 of March 14, 2016, the City Council amended the Personnel Analysis Book for 2016 to delete the Automotive Mechanic position in the Department of Public Works – Garage to create one Water Maintenance Mechanic position in the Water Department -- Distribution at Grade 14, Step 1 with funding to be derived from the Water Fund; and

**WHEREAS**, the Water Department is recommending that the new Water Maintenance Mechanic position in the Water Department -- Distribution be changed to an Assistant Water Maintenance Mechanic for the economy and efficiency of the Water Department; and

**WHEREAS**, changing the Water Maintenance Mechanic position to an Assistant Water Maintenance Mechanic requires the amendment of Resolution No. 52-2016 of March 14. 2016 and the City of Newburgh Adopted Personnel Analysis Book for 2016 with funding for the Assistant Water Maintenance Mechanic position to be derived from the Water Fund and this Council finds that such amendment is in the best interests of the City of Newburgh;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that Resolution No. 52-2016 of March 14, 2016 and the Personnel Analysis Book for 2016 be and is hereby amended to change the Water Maintenance Mechanic position in the Water Department -- Distribution at Grade 14, Step 1 to Assistant Water Maintenance Mechanic at Grade 10, Step 1 with funding to be derived from the Water Fund.

RESOLUTION NO.: 52 -2016

OF

MARCH 14, 2016

A RESOLUTION AMENDING THE 2016 PERSONNEL ANALYSIS BOOK TO DELETE THE AUTOMOTIVE MECHANIC POSITION IN THE DEPARTMENT OF PUBLIC WORKS – GARAGE AND TO CREATE A NEW WATER MAINTENANCE MECHANIC POSITION IN THE WATER DEPARTMENT – DISTRIBUTION

WHEREAS, the Department of Public Works has recommended deleting the Automotive Mechanic Position funded by the Water Fund and assigned to the DPW Garage and creating a new Water Maintenance Mechanic position in the Water Department assigned to Distribution; and

WHEREAS, the City Council has determined that deleting the Automotive Mechanic position in the Department of Public Works and adding a Water Maintenance Mechanic position in the Water Department will promote economy and efficiency within the Water Department; the same being in the best interests of the City of Newburgh; and

WHEREAS, deleting of the Automotive Mechanic position and adding the Water Maintenance Mechanic position requires the amendment of the City of Newburgh Adopted Personnel Analysis Book for 2016 and funding for the Water Maintenance Mechanic position will be derived from the Water Fund;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Personnel Analysis Book for 2016 be and is hereby amended to delete the Automotive Mechanic position in the Department of Public Works – Garage to create one Water Maintenance Mechanic position in the Water Department -- Distribution at Grade 14, Step 1 with funding to be derived from the Water Fund.

I, Katrina Cotten, Deputy 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 3/14/16 and that it is a true and correct copy of such original.
Witness my hand and seal of the City of Newburgh this 15th day of March 2016

Deputy City Clerk

**RESOLUTION NO.: _____ - 2016**

**OF**

**SEPTEMBER 12, 2016**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A PARTNERSHIP AGREEMENT TO PARTICIPATE IN THE U.S. ENVIRONMENTAL PROTECTION AGENCY WATERSENSE PROGRAM**

**WHEREAS,** the U.S. Environmental Protection Agency ("EPA") WaterSense Program aims to use water resources more efficiently to preserve them for future generations and to reduce water and wastewater infrastructure costs by reduction unnecessary water consumption; and

**WHEREAS**, through the WaterSense Program, the EPA provides reliable information on high-performing, water-efficient products and practices, raises awareness about the importance of water efficiency, ensures water-efficient product performance, helps consumers identify products and services that use less water, promotes innovation in product development and supports state and local water-efficiency efforts;

**WHEREAS**, as a Promotional Partner to the WaterSense Program, the City of Newburgh would commit to educated consumers, businesses and institutions on the value of water efficiency; encourage other eligible participants to join the Program; provide date to the EPA on its promotional activities and incentive programs to assist in determining Program impact; adhere to Program guidelines, policies and procedures; feature the WaterSense label and partner logo; and grant EPA permission to include the City of Newburgh as participating partner; and

**WHEREAS**, the EPA WaterSense Partnership Agreement is annexed hereto and made part hereof and it is deemed to be in the best interests of the City of Newburgh to enter into said Agreement for such purposes;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the U.S. Environmental Protection Agency's WaterSense Partnership Agreement.

EPA WaterSense

OMB Control Number 2040-0272

# Partnership Agreement: Promotional Partners

## Section I: EPA WaterSense® Program Goals

EPA's WaterSense program aims to use water resources more efficiently to preserve them for future generations and to reduce water and wastewater infrastructure costs by reducing unnecessary water consumption. Through this program, EPA provides reliable information on high-performing, water-efficient products and practices, raises awareness about the importance of water efficiency, ensures water-efficient product performance, helps consumers identify products and services that use less water, promotes innovation in product development, and supports state and local water-efficiency efforts.

## Section II: Partnership Pledge

As an EPA WaterSense promotional partner, my organization shares EPA's goals as outlined above and is proud to commit to the following activities to further these goals:

1. Educate consumers, residents, businesses, and institutions located in the United States and Canada on the value of water efficiency, the importance of saving water, and the meaning of the WaterSense label. Where feasible, undertake activities and events to achieve mutual WaterSense goals.
2. As appropriate, encourage eligible constituents, members, or affiliates to participate as partners in EPA's WaterSense program.
3. **For utilities and governments:** On an annual basis, provide data to EPA on promotional activities and incentive programs to assist in determining the impact of the program in promoting labeled products.
4. **For applicable trade associations:** If asked, provide aggregate data to EPA on market share of WaterSense labeled products and programs in relevant industry. Compile data submitted by members who are also WaterSense partners into a summary report to assist EPA in evaluating market trends and the success of the WaterSense program, without disclosing any proprietary information from members.
5. Adhere to all policies and procedures contained in the Program Guidelines.
6. Feature the WaterSense promotional label and partner logo on website and in other promotional materials.
7. Adhere to WaterSense program mark guidelines and ensure that authorized representatives, such as advertising agencies, distributors, and subcontractors, also comply. Help EPA maintain program integrity by alerting EPA to possible misuse(s) of the WaterSense program marks.
8. Grant EPA's WaterSense program permission to include partner's name on a list of participating partners on the WaterSense website, program materials, and announcements. Partners understand that from time to time, EPA will be interested in profiling partner accomplishments in case studies and articles. If selected for such promotion, partners will have the opportunity to provide input and review the final print or Web document before EPA releases it to the public. Further, the partner understands that EPA might refer media contacts interested in publicizing water efficiency to partners for information about products and accomplishments.

## Section III: EPA WaterSense Program's Commitments to Partners

1. Develop national specifications for water-efficient new homes, products, and programs through an open, public process.
2. Increase awareness of the WaterSense brand by distributing key messages on the benefits of labeled products and programs, and the importance of water efficiency.
3. Provide current EPA WaterSense program news, information, and reference documents (via the program website, WaterSense Helpline, email, or other means), including a listing of labeled products and programs on the website.
4. Provide WaterSense partners with public recognition for their involvement in the program and role in protecting the environment through online listing of partners, special awards, publications, and other efforts.
5. Respond swiftly to partner requests for information or clarification on EPA WaterSense program policies.
6. Provide materials, templates, and program marks for promotional use, consistent with the WaterSense Program Guidelines.
7. Review pre-press promotional items, draft websites, packaging, or other materials that use the WaterSense marks upon request.

## Section IV: General Terms and Disclaimers

1. The partner will not construe, claim, or imply that its participation in the EPA WaterSense program constitutes federal government (EPA) approval, acceptance, or endorsement of anything other than the partner's commitment to the program.
2. Nothing in this agreement, in and of itself, obligates the EPA to expend appropriations or to enter into any contract, assistance agreement, interagency agreement, or incur other financial obligations that would be inconsistent with Agency budget priorities. The partner agrees not to submit a claim for compensation for services rendered to EPA or any federal agency in connection with any activities it carries out in furtherance of this agreement.
3. The partner and the EPA WaterSense program will assume good faith as a general principle for resolving conflict and will seek to resolve all matters informally, so as to preserve maximum public confidence in the program.
4. No building, facility, or structure will be WaterSense labeled as a result of this agreement. If additional WaterSense partner categories become available, affected organizations will be asked to reapply for partnership in the new category.
5. Failure to comply with any of the terms of this partnership agreement can result in its termination and cessation of access to the benefits of the program, including use of the program marks.
6. The EPA WaterSense program will actively pursue resolution of noncompliance related to the use of the program marks.
7. Both parties concur that this agreement is wholly voluntary and may be terminated by either party at any time, and for any reason, with no penalty. Termination will begin effective immediately upon written notice to or from the EPA WaterSense program. Upon termination of this agreement, partners agree to remove program marks in a timely manner, consistent with the WaterSense program mark guidelines.

**RESOLUTION NO.: _____-2016**

**OF**

**SEPTEMBER 12, 2016**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED ISSUED TO BLUESTONE DEVELOPERS, INC. TO THE PREMISES KNOWN AS 1 LIBERTY STREET (SECTION 45, BLOCK 5, LOT 18)**

**WHEREAS**, on January 23, 2013, the City of Newburgh conveyed property located at 1 Liberty Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 45, Block 5, Lot 18, to Bluestone Developers, Inc.; and

**WHEREAS**, the City of Newburgh received a request for a release of the restrictive covenants contained in said deed from the attorney of a bonafide purchaser; and

**WHEREAS**, the appropriate departments have recommended that such release be granted; and

**WHEREAS**, the Corporation Counsel will hold the release in escrow until such time as a closing of title on 1 Liberty Street takes place; 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 of restrictive covenants contained in the aforementioned deed in substantially the same form as annexed hereto and made a part of this resolution.

DRAFT

**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 1 Liberty Street, Section 45, Block 5, Lot 18, on the Official Tax Map of the City of Newburgh, from those restrictive covenants as described therein requiring the construction and rehabilitation of the premises to a residential co-operative condominium and the redevelopment of 5 and 9 Johnes Street to a parking area and to rehabilitate the premises and bring it into compliance with all State, County and Local standards for occupancy within eighteen (18) months of the date of the deed as contained in a deed dated January 23, 2013, from the CITY OF NEWBURGH to BLUESTONE DEVELOPERS, INC., recorded in the Orange County Clerk's Office on March 15, 2013, in Liber 13526 of Deeds at Page 1057 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: _____, 2016

THE CITY OF NEWBURGH

By: _____
Michael G. Ciaravino, City Manager
Per Resolution No.: _____-2016

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

On the _____ day of _____ in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, 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.

_____

DRAFT

**RESOLUTION NO.: _____-2016**

**OF**

**SEPTEMBER 12, 2016**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED ISSUED TO PATRICK COUSINS TO THE PREMISES KNOWN AS 63 GROVE STREET (SECTION 26, BLOCK 6, LOT 7.1)**

**WHEREAS**, on July 26, 2016, the City of Newburgh conveyed property located at 63 Grove Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 26, Block 6, Lot 7.1, to Patrick Cousins; and

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

**WHEREAS**, the appropriate departments have reviewed their files and advised that the covenants have been complied with, and recommends such release be granted; and

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

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

**RELEASE OF COVENANTS AND**
**RIGHT OF RE-ENTRY**

**KNOWN ALL PERSONS BY THESE PRESENTS**, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN ($10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 63 Grove Street, Section 26, Block 6, Lot 7.1, on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4 and 5 in a deed dated July 26, 2016, from the CITY OF NEWBURGH to PATRICK COUSINS, recorded in the Orange County Clerk's Office on August 9, 2016, in Liber 14089 of Deeds at Page 1480 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: _____, 2016

THE CITY OF NEWBURGH

By: _____
Michael G. Ciaravino, City Manager
Per to Resolution No.: _____-2016

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

On the _____ day of _____ in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, 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.

_____

**RECORD & RETURN TO:**

**RESOLUTION NO.: _____-2016**

**OF**

**SEPTEMBER 12, 2016**

**A RESOLUTION AMENDING THE 2016 PERSONNEL ANALYSIS BOOK TO ADD TWO TEMPORARY INTERN POSITIONS IN THE DEPARTMENT OF PLANNING AND DEVELOPMENT**

**WHEREAS**, the Department of Planning and Development proposes to add two temporary interns beginning September 16, 2016 and continuing through September 30 2017 for the purpose of supporting the activities of the Community Development Block Grant Program, the Department of Planning and Development and Certified Local Government grant to update the East End Historic District inventory; and

**WHEREAS**, adding the two temporary intern positions in the Department of Planning and Development for the remainder of 2016 requires the amendment of the City of Newburgh Adopted Personnel Analysis Book for 2016; and

**WHEREAS**, the intern positions will be considered in-kind services to the Certified Local Government Grant with the remaining funding be derived from the CDBG budget; and

**WHEREAS**, the City Council has determined that adding the two temporary intern positions in the Department of Planning and Development 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 Personnel Analysis Book for 2016 be and is hereby amended to add two temporary intern positions within the Department of Planning and Development supporting the activities of the Community Development Block Grant Program, the Department of Planning and Development and Certified Local Government grant to update the East End Historic District inventory with funding to be derived from the CDBG budget.

Applicants also:

- Must be proficient in Microsoft Office and equivalent Google programs
- Must be proficient in the use of mobile devices such as smart phones and tablets (devices and data plans will be provided)
- Must have a drivers license and access to a vehicle
- Should be comfortable walking and/or standing outdoors for long periods at a time
- Should have basic photography skills

Applicants should be available from late June (exact start date is flexible) through at least mid-late August (exact end date is flexible). There is the possibility to extend the internship past August if the candidates schedule allows.

37.5 hours/week

$15/hour, Total stipend $5,700-6,200

**OPEN UNTIL** Until Filled

---

**HOW TO APPLY** Email cover letter and resume to: Larry Francer Associate Director of Preservation, The Landmark Society lfrancer@landmarksociety.org Please include "Historic Resources Survey Internship" in the subject of your email.

Larry Francer

**lfrancer@landmarksociety.org**

**ADDRESS**

- return to top -

Back

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**OTHER RECENT LISTINGS**

| | | |
|---|---|---|
| CULTURAL RESOURCE SPECIALIST | DENVER, CO | POSTED 8/25/16 |
| ARCHAEOLOGY TECHNICIAN | WATERFORD, NY | POSTED 8/25/16 |
| HISTORICAL CONSULTANT | SAINT PAUL, MN | POSTED 8/24/16 |
| CULTURAL/HISTORICAL RESOURCE SPECIALIST | FORT BELVOIR, VA | POSTED 8/24/16 |
| ARCHITECT | ARLINGTON, VA | POSTED 8/23/16 |
| DIRECTOR OF CULTURAL RESOURCES AND OPERATIONS | BOULDER, CO | POSTED 8/22/16 |
| EXECUTIVE DIRECTOR | TALLAHASSEE, FL | POSTED 8/19/16 |
| ARCHITECT | HONOLULU, HI | POSTED 8/18/16 |

more jobs...

| Fund | Fund | Department Code | Department Description |
|---|---|---|---|
| CD | Community Development | 8686 | Planning and Management Development |
| CD | Community Development | 8686 | Planning and Management Development |
| CD | Community Development | 8686 | Planning and Management Development |
| CD | Community Development | 8686 | Planning and Management Development |

| | ADP | |
|---|---|---|
| Richard Gonzalez | 8015 | Temp PT - Move to Perm FT |
| Donovan Hoilett | 8015 | Temp FT - Move to Perm FT |
| Quanetta Inman | 8135 | Perm PT |
| Jimmy Mera | 8135 | Temp PT - Move to Perm PT |

| ADP FILE # | Employee Last Name | Employee First Name | Employee First Initial |
|---|---|---|---|
| 8035/2014 | | | |
| 8035/2014 | | | |
| 8015/2014 | Gonzalez | Richard | R |
| 8035/2014 | | | |

| Employee Full Name | Employee Name |
| --- | --- |
| PT-Strategic Code Enforecement Officer (1) | PT-Strategic Code Enforecement Officer |
| TEMP-Strategic Code Enforecement Officer (2) | TEMP-Strategic Code Enforecement Officer (2) |
| Gonzalez, Richard | Gonzales, R |
| TEMP-Laborer In Rem Program | TEMP-Laborer In Rem Program |

| Position by Title | Type | Current Position Count (If active in 2015=1, if a new position =0) | Bargaining Unit | Overtime Eligible | Filled/Vacant |
|---|---|---|---|---|---|
| PT-Strategic Code Enforecement Officer | PT | 1 | CSEA | No | |
| TEMP-Strategic Code Enforecement Officer (2) | TEMP | 1 | CSEA | No | |
| TEMP-Laborer In Rem Program | FT | 1 | CSEA | Yes | |
| TEMP-Laborer In Rem Program | TEMP | 1 | CSEA | No | |

| Term of Office | Retirement Tier | Retirement Contribution City's Obligation | Health Insurance Code | Health Insurance Cost | Health Insurance Description | Medicare Eligible | Medicare Reim. | Health Ins Contribution |
|---|---|---|---|---|---|---|---|---|
| | 6 | 10.6% | n/a | $ - | Not | No | $ - | n/a |
| | 6 | 10.6% | n/a | $ - | Not | No | $ - | n/a |
| | 6 | 10.6% | 720 | $ 23,349.00 | Family | No | $ - | 10% |
| | 6 | 10.6% | n/a | $ - | Not | No | $ - | n/a |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| $ - | $ 2.00 | $ - | | $ 97,567.00 | $ - | $ - | $ - | $ - |

| Council Adopted Overtime .103 | Council Adopted Position Count | Council Adopted Grade/ Step | Council Adopted Inc. Date | Council Adopted Salary .101 | Council Adopted Shift .104 | Council Adopted Holiday .105 | Council Adopted Severance .106 | Council Adopted Long .107 |
|---|---|---|---|---|---|---|---|---|
| | 0.5 | 9-1 | 1/1/2016 | $ 19,567.00 | $ - | $ - | $ - | $ - |
| | 0.5 | 0 | 1/1/2016 | $ 15,600.00 | $ - | $ - | $ - | $ - |
| | 1 | 0 | 1/1/2016 | $ 31,200.00 | $ - | $ - | $ - | $ - |
| | 0.5 | 0 | 1/1/2016 | $ 31,200.00 | $ - | $ - | $ - | $ - |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| $ 97,567.00 | $ 10,342.10 | $ - | $ 7,463.88 | $ 331.73 | $ - | $ - | $ - |

| Council Adopted Total Combined | Council Adopted ERS .810 | Council Adopted PFRS .815 | Council Adopted Soc Sec .830 | Council Adopted MTA .835 | Council Adopted Health Insurance .860 | Council Adopted Retiree Health Ins .860.1 | Council Adopted Surviving Spouse .860.2 |
|---|---|---|---|---|---|---|---|
| $ 19,567.00 | $ 2,074.10 | | $ 1,496.88 | $ 66.53 | $ - | | |
| $ 15,600.00 | $ 1,653.60 | | $ 1,193.40 | $ 53.04 | $ - | | |
| $ 31,200.00 | $ 3,307.20 | | $ 2,386.80 | $ 106.08 | $ - | | |
| $ 31,200.00 | $ 3,307.20 | | $ 2,386.80 | $ 106.08 | $ - | | |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| $ - | $ - | $ - | $ - | $ - | $ - | $ 18,137.71 | 42,735 | |
| **Council Adopted Life Ins .870** | **Council Adopted CSEA Benefit .880** | **Council Adopted PSOA Benefit .880** | **Council Adopted PBA Benefit .880** | **Council Adopted P/F Life .890** | **Council Adopted EAP .891** | **Council Adopted Total Adopted Benefits** | **Longevity Years** | **Longevity Amount** |
| | | | | | | $ 3,637.51 | 2 | - |
| | | | | | | $ 2,900.04 | 2 | - |
| | | | | | | $ 5,800.08 | 2 | - |
| | | | | | | $ 5,800.08 | 2 | - |

| | | |
|---|---|---|
| | $ - | |
| **Longevity** | **HI Contribution** | **Comments** |
| $ - | | |
| $ - | | |
| $ - | | |
| $ - | | |

Calcuations for Proposed
CDBG Position Change

| | CDBG Code | Defined Period | Title | Rate of Pay | # of Hours per Week | Estimated # of Weeks | Estimated Total Pay | SS/MED | MTA | RET | Current Employer Tax/Retirement Obligation | Estimated Total Cost of Temp Employee |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PT 17.5 hr/wk | CD1. | 9/16/2016-9/28/2017 | Temporary | $18.0000 | 17.5 | 54 | $17,010.00 | $1,301.27 | $57.83 | $1,803.06 | $3,162.16 | $20,172.16 |

**RESOLUTION NO.: _____- 2016**

**OF**

**SEPTEMBER 12, 2016**

**A RESOLUTION APPOINTING MEMBERS TO THE COMMUNITY DEVELOPMENT BLOCK GRANT ADVISORY COMMITTEE**

**WHEREAS**, the City of Newburgh is awarded Community Development Block Grant ("CDBG") funds by the Department of Housing and Urban Development ("HUD") to support community development projects; and

**WHEREAS**, HUD encourages citizen participation in planning and assessment of community needs and the City will appoint a committee to give guidance and advice with respect to community assessment and community development projects; and

**WHEREAS,** pursuant to Resolution No. 278-2010 of December 13, 2010 the membership of the CDBG Advisory Committee shall consist of the following nine (9) members who will serve two year staggered terms:

- Four (4) members, at least two (2) of whom represent the low income community, on the basis of their knowledge and interest in housing, homeless needs, disability rights, youth services, seniors and social services.
- Three (3) professional practitioners on the basis of their expertise in the areas of housing, homeless needs, disability rights, youth services, seniors and social services.
- One (1) Member of the City Council.
- One (1) City employee who is a staff member of the Department of Planning and Development.

**WHEREAS**, it is necessary to appoint members to such CDBG Advisory Committee;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the following individuals be and are hereby appointed as members to the CDBG Advisory Committee, effective immediately, to serve the terms indicated as follows:

1. Community Member for a term commencing September 15, 2016 and ending December 31, 2017
    a. Roxy Royal
    b. Tammie Hollins
    c. Barbara Smith
2. Community Member for a term commencing September 15, 2016 and ending December 31, 2017
    a. Valerie Jenkins - Community Member

3. Professional Practitioner for a term commencing September 15, 2016 and ending December 31, 2017
    a. Lisa Silverstone - Professional Practitioner
4. Community Member for a term commencing September 15, 2016 and ending December 31, 2018
    a. Leslie Hoffman
    b. Regina Cieslak
5. City Council Member for a term commencing September 15, 2016 and ending December 31, 2017
    a. Judy Kennedy - City Mayor
6. City Employee who is a staff member of the Department of Planning and Development for a term commencing September 15, 2016 and ending December 31, 2018

    Ellen Fillo – Director of Community Development

RESOLUTION NO.: _____- 2016

OF

MAY 9, 2016

Commented [GD1]: September 12, 2016

A RESOLUTION APPOINTING MEMBERS
TO THE COMMUNITY DEVELOPMENT BLOCK GRANT ADVISORY COMMITTEE

WHEREAS, the City of Newburgh is awarded Community Development Block Grant ("CDBG") funds by the Department of Housing and Urban Development ("HUD") to support community development projects; and

WHEREAS, HUD require the City to appoint a committee to give guidance and advice with respect to the expenditure of CDBG funds for community development projects; and

Commented [GD2]: Encourages citizen participation in planning and assessment of community needs

Commented [GD3]: will

Commented [GD4]: eliminate then add, community assessment and

Commented [GD5]: staggered

WHEREAS, pursuant to Resolution No. 278-2010 of December 13, 2010 the membership of the CDBG Advisory Committee shall consist of the following nine (9) members who will serve two year staggering terms:

- Four (4) members, at least two (2) of whom represent the low income community, on the basis of their knowledge and interest in housing, homeless needs, disability rights, youth services, seniors and social services.
- Three (3) professional practitioners on the basis of their expertise in the areas of housing, homeless needs, disability rights, youth services, seniors and social services.
- One (1) Member of the City Council.
- One (1) City employee who is a staff member of the Department of Planning and Development.

WHEREAS, it is necessary to appoint members to such CDBG Advisory Committee;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the following individuals be and are hereby appointed as members to the CDBG Advisory Committee, effective immediately, to serve the terms indicated as follows:

1. Community Member for a term commencing May 10, 2016 and ending December 31, 2016
    a. Roxy Royal
    b. Tammie Hollins
    c. Barbara Smith
2. Community Member for a term commencing May 10, 2016 and ending December 31, 2017
    a. Lizzette Martinez - Community Member

Commented [GD6]: September 15, 2016 and ending December 31, 2017

Commented [GD7]: September 15, 2016

Commented [GD8]: Valerie Jenkins

3. Professional Practitioner for a term commencing May 10, 2016 and ending December 31, 2016
    a. Lisa Silverstone - Professional Practitioner (2016-2017)
4. Community Member for a term commencing May 10, 2016 and ending December 31, 2017
    a. Leslie Hoffman
    b. Regina Cieslak
5. City Council Member for a term commencing May 10, 2016 and ending December 31, 2016
    a. Judy Kennedy - City Mayor
6. City Employee who is a staff member of the Department of Planning and Development for a term commencing May 10, 2016 and ending December 31, 2017
    a. Deirdre Glenn – Director of Planning and Development

**Commented [GD9]:** September 15, 2016

**Commented [GD10]:** 2017

**Commented [GD11]:** September 15, 2016

**Commented [GD12]:** 2018

**Commented [GD13]:** September 15, 2016 and ending December 31, 2017

**Commented [GD14]:** Septe,mber 15, 2016 and ending December 31, 2018

**Commented [GD15]:** Ellen Fillo

**Commented [GD16]:** Community Development

**RESOLUTION NO.: _____ - 2016**

**OF**

**SEPTEMBER 12, 2016**

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 316 FIRST STREET (SECTION 22, BLOCK 6, LOT 39) AT PRIVATE SALE TO JOSE A. PALOMINO FOR THE AMOUNT OF $1,000.00**

**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 316 First Street, being more accurately described as Section 22, Block 6, Lot 39 on the official tax map of the City of Newburgh; and

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

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

**NOW, THEREFORE, BE IT RESOLVED,** by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH,** such sums are to be paid on or before December 12, 2016, being ninety (90) days from the date of this resolution; and

| Property address | Section, Block, Lot | Purchaser | Purchase Price |
|---|---|---|---|
| 316 First Street | 22 - 6 - 39 | Jose A. Palomino | $1,000.00 |

**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
# 316 First Street, City of Newburgh (22-6-39)

**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 property is sold subject to unpaid 2016-2017, 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 2016-2017, 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. 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.
6. 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 successful purchaser following the closing of sale.
7. 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.
8. 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 on or before December 12, 2016. *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. 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. 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 their consideration.

9. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
10. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. 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.
11. 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, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
12. 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.
13. 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 and provided to the City Corporation Counsel by the purchaser at least ten (10) days in advance of closing title and approved by the City's Engineer.
14. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
15. 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 auction date. If such conveyance occurs, the 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.

**RESOLUTION NO.: _____ - 2016**

**OF**

**SEPTEMBER 12, 2016**

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 224 CITY TERRACE (SECTION 17, BLOCK 8, LOT 25) AT PRIVATE SALE TO ISRAEL GONZALEZ MEJIA AND ACELA GARCIA MEJIA FOR THE AMOUNT OF $1,300.00**

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

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

**WHEREAS**, the City of Newburgh desires to sell 224 City Terrace, being more accurately described as Section 17, Block 8, Lot 25 on the official tax map of the City of Newburgh; and

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

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

**NOW, THEREFORE, BE IT RESOLVED,** by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH,** such sums are to be paid on or before December 12, 2016, being ninety (90) days from the date of this resolution; and

| Property address | Section, Block, Lot | Purchaser | Purchase Price |
|---|---|---|---|
| 224 City Terrace | 17 - 8 - 25 | Israel Gonzalez Mejia<br>Acela Garcia Mejia | $1,300.00 |

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

# Terms and Conditions Sale
# 224 City Terrace, City of Newburgh (17-8-25)

**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 property is sold subject to unpaid 2016-2017, 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 2016-2017, 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. 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.
6. 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 successful purchaser following the closing of sale.
7. 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.
8. 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 on or before December 12, 2016. *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. 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. 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 their consideration.

9. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
10. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. 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.
11. 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, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
12. 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.
13. 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 and provided to the City Corporation Counsel by the purchaser at least ten (10) days in advance of closing title and approved by the City's Engineer.
14. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
15. 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 auction date. If such conveyance occurs, the 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.

**RESOLUTION NO.: _____ - 2016**

**OF**

**SEPTEMBER 12, 2016**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SATISFACTION IN CONNECTION WITH A MORTGAGE ISSUED TO YVETTE O'NEAL FOR PREMISES LOCATED AT 46 CARPENTER AVENUE (SECTION 29, BLOCK 3, LOT 34)**

**WHEREAS**, the City of Newburgh issued a mortgage to Yvette O'Neal in the principal sum of $15,000.00 for premises located at 46 Carpenter Avenue (Section 29, Block 3, Lot 34), dated August 30, 2010, and recorded in the Orange County Clerk's Office on March 30, 2011, in Liber 13156 at Page 1303; and

**WHEREAS**, the terms of the mortgage instruments have been satisfied by the mortgagor and the issuance of a Satisfaction of Mortgage, a copy of which is annexed hereto, is necessary and appropriate; and

**WHEREAS**, this Council has determined that executing said Satisfaction is in the best interests of the City of Newburgh;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to execute the attached Satisfaction in connection with a mortgage issued to Yvette O'Neal for premises located at 46 Carpenter Avenue (Section 29, Block 3, Lot 34).

# SATISFACTION OF MORTGAGE

**KNOW ALL MEN BY THESE PRESENTS, THAT**

The City of Newburgh, a municipal corporation with a principal place of business at 83 Broadway, Newburgh, New York 12550;

Does hereby certify that the following mortgage is paid, and does hereby consent that the same be discharged of record:

**MORTGAGE** bearing the date of August 30, 2010, made by Yvette O'Neal to the City of Newburgh, given to secure payment of the principal sum of $15,000.00, and duly recorded in the office of the Orange County Clerk's Office on Orange County Clerk's Office on March 30, 2011, in Liber 13156 at Page 1303;

which mortgage has not been further assigned of record.

Dated: September _____, 2016

CITY OF NEWBURGH

_____

By: Michael G. Ciaravino, City Manager
Per Resolution No.: _____-2016

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

On the_____ day of September, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, 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

**RECORD & RETURN TO**:
Yvette O'Neal
46 Carpenter Avenue
Newburgh, NY 12550

# ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE

**THIS PAGE IS PART OF THE INSTRUMENT – DO NOT REMOVE**

TYPE IN BLACK INK:
NAME(S) OF PARTY(S) TO DOCUMENT

Yvette O'Neal

TO

City of Newburgh

SECTION 29 BLOCK 03 LOT 34

RECORD AND RETURN TO:
(name and address)

City of Newburgh
Department of Planning + Development
City Hall - 83 Broadway
Newburgh, N.Y. 12550

*THIS IS PAGE ONE OF THE RECORDING*

**ATTACH THIS SHEET TO THE FIRST PAGE OF EACH RECORDED INSTRUMENT ONLY**

**DO NOT WRITE BELOW THIS LINE**

**INSTRUMENT TYPE:** DEED___ 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
_✓_1100 NEWBURGH
___1300 PORT JERVIS

___9999 HOLD

NO.PAGES 5 CROSS REF.___
CERT.COPY___ ADD'L X-REF.___
MAP#___ PGS.___

PAYMENT TYPE: CHECK___
CASH___
CHARGE ✓
NO FEE___

CONSIDERATION $___
TAX EXEMPT___

MORTGAGE AMT. $ 15,000
DATE___

**MORTGAGE TAX TYPE:**

___ (A) COMMERCIAL/FULL 1%
___ (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/1 OR 2
___ (K) CONDO

Donna L. Benson

**DONNA L. BENSON**
ORANGE COUNTY CLERK

**RECEIVED FROM:** Newburgh

RECORDED/FILED
03/30/2011/ 14:37:03
County Clerk
DONNA L. BENSON
ORANGE COUNTY, NY
FILE # 20110031381
MORT/BK 13156 PG 1303
SER# DB009881 MTAX 0.00
BASIC 0.00
MTA 0.00
SPECIAL 0.00
SPECIAL ASST 0.00
RECORDING FEES 65.00
Receipt#1296364 marse

Bond and Mortgage, with additional clauses.
Individual or Corporation.

**THIS BOND AND MORTGAGE,** made the 30 day of August , ~~nineteen hundred and~~ 2010 .

**BETWEEN** YVETTE O'NEAL residing at 46 Carpenter Avenue, Newburgh, NY 12550

herein referred to as the mortgagor,

and CITY OF NEWBURGH, existing under the laws of the state of New York with its principal office for the transaction of business located at 83 Broadway, City of Newburgh, Orange County, New York.

herein referred to as the mortgagee,

**WITNESSETH,** that the mortgagor, does hereby acknowledge himself to be indebted to the mortgagee in the sum of Fifteen thousand and 00/100 ( $15,000.00 ) Dollars lawful money of the United States, which the mortgagor does hereby agree and bind himself to repay to the mortgagee

As follows:
a) If within 1 year from the date of this instrument-100% of the amount
b) If within 2 years from the date of this instrument-80% of the amount
c) If within 3 years from the date of this instrument-60% of the amount
d) If within 4 years from the date of this instrument-40% of the amount
e) If within 5 years from the date of this instrument-20% of the amount
f) After 5 years from date of this instrument, if the mortgagor has otherwise complied with the terms hereof and has not sold, conveyed, loan herein shall become a grant and there shall be no obligation on the mortgagor to pay any part thereof. ...such percentage amount to be immediately due and payable within 5 years from the date of this instrument, upon the earliest to occur of the following events:
i) Default under term and condition of this bond and Mortgage
ii) Sale or other conveyance of the mortgaged premises to a person other than a named mortgagor herein; and
iii) No mortgagor in domicile at the mortgaged premises

to secure the payment of which the mortgagor hereby mortgages to the mortgagee ALL

All that certain lot, piece or parcel of land, known as No. 46 Carpenter Avenue, situate, lying and being in the City of Newburgh, County of Orange and State of New York, bounded and described as follows:

BEGINNING at a point in the east line of Carpenter Avenue at a point one hundred and fifty feet south of the south line of First Street, running thence easterly along the south line of lands now formerly of Andrew Howden one hundred twenty-five feet; thence westerly along the North line of lands now or formerly of Patrick Flannagan one hundred and twenty-five feet to the east line of Carpenter Avenue; thence northerly along the east line of Carpenter avenue twenty0five feet to the place of beginning.

BEING Lot No. 47 on map of lands formerly of Catherine Felter.

BEING the same premises described in deed September 22, 1952, by Estella M. Reeve to Robert J. McFarland and Mary F. McFarland, husband and Wife, recorded September 24, 1952 in Liber 1244 of Deeds at page 391, Orange County Clerk's Office.

46 Carpenter Avenue
Section 29 Block 03 Lot 34

**TOGETHER** with all right, title and interest, if any, of the mortgagor of, in and to any streets and roads abutting the above-described premises to the center lines thereof.

**TOGETHER** with all fixtures and articles of personal property now or hereafter attached to, or contained in and used in connection with, said premises, including but not limited to all apparatus, machinery, plumbing, heating, lighting and cooking fixtures, fittings, gas ranges, bathroom and kitchen cabinets, ice boxes, refrigerators, food freezers, air-conditioning fixtures and units, pumps, awnings, shades, screens, storm sashes, aerials, plants and shrubbery.

**TOGETHER** with any and all awards heretofore and hereafter made to the present and all subsequent owners of the mortgaged premises by any governmental or other lawful authorities for taking by eminent domain the whole or any part of said premises or any easement therein, including any awards for any changes of grade of streets, which said awards are hereby assigned to the holder of this bond and mortgage, who is hereby authorized to collect and receive the proceeds of any such awards from such authorities and to give proper receipts and acquittances therefor, and to apply the same toward the payment of the amount owing on account of this bond and mortgage, notwithstanding the fact that the amount owing hereon may not then be due and payable; and the said mortgagor hereby covenants and agrees, upon request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning the aforesaid awards to the holder of this bond and mortgage, free, clear and discharged of any and all encumbrances of any kind or nature whatsoever.

**AND** the mortgagor covenants with the mortgagee as follows:

1. That the mortgagor will pay the indebtedness as hereinbefore provided.
2. That the mortgagor will keep the buildings on the premises insured against loss by fire for the benefit of the mortgagee; that he will assign and deliver the policies to the mortgagee; and that he will reimburse the mortgagee for any premiums paid for insurance made by the mortgagee on the mortgagor's default in so insuring the buildings or in so assigning and delivering the policies.
3. That no building on the premises shall be removed or demolished without the consent of the mortgagee.
4. That the whole of said principal sum and interest shall become due at the option of the mortgagee: after default in the payment of any instalment of principal or of interest for twenty days; or after default in the payment of any tax, water rate, sewer rent or assessment for thirty days after notice and demand; or after default after notice and demand either in assigning and delivering the policies insuring the buildings against loss by fire or in reimbursing the mortgagee for premiums paid on such insurance, as hereinbefore provided; or after default upon request in furnishing a statement of the amount due on the bond and mortgage and whether any offsets or defenses exist against the mortgage debt, as hereinafter provided.
5. That the holder of this bond and mortgage, in any action to foreclose it, shall be entitled to the appointment of a receiver.
6. That the mortgagor will pay all taxes, assessments, sewer rents or water rates, and in default thereof, the mortgagee may pay the same.
7. That the mortgagor within six days upon request in person or within fifteen days upon request by mail will furnish a written statement duly acknowledged of the amount due on this bond and mortgage and whether any offsets or defenses exist against the mortgage debt.
8. That notice and demand or request may be in writing and may be served in person or by mail.
9. That the mortgagor warrants the title to the premises.
10. That the mortgagor will, in compliance with Section 13 of the Lien Law, receive the advances secured hereby and will hold the right to receive such advances as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.
11. That fire insurance policies which are required by paragraph No. 2 above shall contain the usual extended coverage endorsement; in addition thereto the mortgagor, within thirty days after notice and demand will keep the buildings on the premises insured against loss by other insurable hazards for the benefit of the mortgagee, as may reasonably be required by the mortgagee; that he will assign and deliver the policies to the mortgagee; and that he will reimburse the mortgagee for any premiums paid for insurance made by the mortgagee on the mortgagor's default in so insuring or in so assigning and delivering the policies. The provisions of subdivision 4, of Section 254 of the Real Property Law, with reference to the construction of the fire insurance clause, shall govern the construction of this clause so far as applicable.
12. That in case of a sale, said premises, or so much thereof as may be affected by this bond and mortgage, may be sold in one parcel.
13. That in the event of any default in the performance of any of the terms, covenants or agreements herein contained, it is agreed that the then owner of the mortgaged premises, if he is the occupant of said premises or any part thereof, shall immediately surrender possession of the premises so occupied to the holder of this bond and mortgage, and if such occupant is permitted to remain in possession, the possession shall be as tenant of the holder of this bond and mortgage and such occupant shall, on demand, pay monthly in advance to the holder of this bond and mortgage a reasonable rental for the space so occupied and in default thereof, such occupant may be dispossessed by the usual summary proceedings. In case of foreclosure and the appointment of a receiver of rents, the covenants herein contained may be enforced by such receiver.

14. That the whole of said principal sum shall become due at the option of the mortgagee after default for thirty days after notice and demand, in the payment of any instalment of any assessment for local improvements heretofore or hereafter laid, which is or may become payable in annual instalments and which has affected, now affects or hereafter may affect the said premises, notwithstanding that such instalment be not due and payable at the time of such notice and demand, or upon the failure to exhibit to the mortgagee, within thirty days after demand, receipts showing payment of all taxes, assessments, water rates, sewer rents and any other charges which may have become a prior lien on the mortgaged premises.

15. That the whole of said principal sum shall become due at the option of the mortgagee, if the buildings on said premises are not maintained in reasonably good repair, or upon the failure of any owner of said premises to comply with the requirement of any governmental department claiming jurisdiction within three months after an order making such requirement has been issued by any such department.

16. That in the event of the passage after the date of this mortgage of any law of the State of New York, deducting from the value of land for the purposes of taxation any lien thereon, or changing in any way the laws for the taxation of mortgages or debts secured by mortgage for state or local purposes, or the manner of the collection of any such taxes, so as to affect this bond and mortgage, the holder of this bond and mortgage and of the debt which it secures, shall have the right to give thirty days' written notice to the owner of the mortgaged premises requiring the payment of the mortgage debt. If such notice be given the said debt shall become due, payable and collectible at the expiration of said thirty days.

17. That the whole of said principal sum shall immediately become due at the option of the mortgagee, if the mortgagor shall assign the rents or any part of the rents of the mortgaged premises without first obtaining the written consent of the mortgagee to such assignment, or upon the actual or threatened demolition or removal of any building erected or to be erected upon said premises.

18. That if any action or proceeding be commenced (except an action to foreclose this bond and mortgage or to collect the debt secured thereby), to which action or proceeding the holder of this bond and mortgage is made a party, or in which it becomes necessary to defend or uphold the lien of this mortgage, all sums paid by the holder of this bond and mortgage for the expense of any litigation to prosecute or defend the rights and lien created by this bond and mortgage (including reasonable counsel fees), shall be paid by the mortgagor, together with interest thereon at the rate of six per cent. per annum, and any such sum and the interest thereon shall be a lien on said premises, prior to any right, or title to, interest in or claim upon said premises attaching or accruing subsequent to the lien of this mortgage, and shall be deemed to be secured by this bond and mortgage. In any action or proceeding to foreclose this mortgage, or to recover or collect the debt secured thereby, the provisions of law respecting the recovering of costs, disbursements and allowances shall prevail unaffected by this covenant.

19. That the whole of said principal sum shall immediately become due at the option of the mortgagee upon any default in keeping the buildings on said premises insured as required by paragraph No. 2 or paragraph No. 11 hereof, or if after application by any holder of this bond and mortgage to two or more fire insurance companies lawfully doing business in the State of New York and issuing policies of fire insurance upon buildings situate in the place where the mortgaged premises are situate, the companies to which such application has been made shall refuse to issue such policies, or upon default in complying with the provisions of paragraph No. 11 hereof, or upon default, for five days after notice and demand, either in assigning and delivering to the mortgagee the policies of fire insurance or in reimbursing the mortgagee for premiums paid on such fire insurance as hereinbefore provided in paragraph No. 2 hereof.

If more than one person joins in the execution of this instrument, and if any of the feminine sex, or if this instrument is executed by a corporation, the relative words herein shall be read as if written in the plural, or in the feminine or neuter gender, as the case may be, and the words "mortgagor" and "mortgagee" where used herein shall be construed to include their and each of their heirs, executors, administrators, successors and assigns.

This bond and mortgage may not be changed orally.

**IN WITNESS WHEREOF,** this bond and mortgage has been duly executed by the mortgagor.

IN PRESENCE OF:

Yvette O'Neal

YVETTE O'NEAL

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

On the 30 day of August in the year 2010, before me, the undersigned, a (Commissioner of Deeds)(Notary Public) in and for said State, personally appeared Yvette D Oneal. 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.

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

NOTARY PUBLIC

**RESOLUTION NO.: _____ - 2016**

**OF**

**SEPTEMBER 12, 2016**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A RELEASE IN CONNECTION WITH A PROMISSORY NOTE AND NOTE MODIFICATION GIVEN BY MARY LEWIS TO THE NEWBURGH COMMUNITY DEVELOPMENT AGENCY**

**WHEREAS**, Mary Lewis, Maker and Promisor, gave a Promissory Note to the Newburgh Community Development Agency in the principal sum of $10,000.00 dated August 4, 2008, and thereafter gave a Promissory Note Modification in the principal sum of $20,000.00 dated November 17, 2008; and

**WHEREAS**, the terms of the Promissory Note and Promissory Note Modification Instruments have been satisfied by the Maker and the issuance of a Release, a copy of which is annexed hereto, is necessary and appropriate; and

**WHEREAS**, the City of Newburgh, as the successor-in-interest to the Newburgh Community Development Agency, is the holder of the Promissory Note and Promissory Note Modification Instruments; and

**WHEREAS**, this Council has determined that executing said Release is in the best interests of the City of Newburgh;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to execute the attached Release in connection with a Promissory Note and Promissory Note Modification given by Mary Lewis to the Newburgh Community Development Agency.

# RELEASE OF INSTRUMENT

To Mary Lewis:

For and in consideration of the sum of One Dollar and other valuable considerations, the receipt of which are hereby acknowledged, the undersigned, being the holder of the following described negotiable instrument:

Promissory Note Modification Agreement, dated November 17, 2008, and
Promissory Note dated August 4, 2008

does hereby release and discharge MARY LEWIS from any and all further liability upon the said instrument.

Dated: September _____, 2016

CITY OF NEWBURGH, as Holder and
Successor-in-Interest to the Newburgh
Community Development Agency

_____

By: Michael G. Ciaravino, City Manager
Per Resolution No.: _____-2016

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

On the_____ day of September, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, 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

ORIGINAL File

Mary Lewis

**PROMISSORY NOTE MODIFICATION AGREEMENT**

This Promissory Note Modification Agreement made on this, the 17 day of November, 2008 by and between MARY LEWIS, Maker and Promisor, and THE NEWBURGH COMMUNITY DEVELOPMENT AGENCY, an urban renewal agency organized and existing under the laws of the State of New York with offices at 83 Broadway, City Hall, Newburgh, New York 12550, as "LENDER", hereby amends the Promissory Note between the Promisor and NCDA, dated August 4, 2008, hereinafter "the NOTE", as follows:

1. ***Promise to Pay.*** The Maker and Promisor, promises to pay to the order of Lender the sum of *TWENTY THOUSAND AND 00/100TH ($20,000.00) DOLLARS,* with interest at the rate of *Four and 00/100th (4.00%) Percent* per annum in sixty (60) consecutive monthly installments, each payment being in the sum of *THREE HUNDRED SIXTY-EIGHT AND 33/100TH ($368.33) DOLLARS.* The first monthly payment of *THREE HUNDRED SIXTY-EIGHT AND 33/100TH ($368.33) DOLLARS* shall be due on *February 1, 2009* and the remaining payments shall be due and payable on the same day of each successive month thereafter to and until *January 1, 2014* at which time the entire unpaid principal balance, together with all accrued interest and other charges due thereon, shall be due and payable.

2. The Maker/Promisor will comply with all other covenants, agreements and requirements of the Note without limitations until the date specified in Paragraph No. 1 above.

3. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note. Except as otherwise specifically provided in this Agreement, the Note will remain unchanged and Maker/Promisor and Lender will be bound by and comply with all the terms and provisions thereof, as amended by this Agreement.

4. Where any provision of this Agreement contradicts any terms of a prior agreement between the parties hereto or any predecessor in interest of either party, this Agreement supersedes such prior rights and agreements and modifications.

5. This Agreement shall be construed in accordance with the Laws of the State of New York.

Dated: November 17, 2008

MARY LEWIS, Individually
Maker/Promisor

Lourdes Zapata-Perez, Comm. Dev. Director
LENDER

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

On the 17th day of NOVEMBER in the year 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared MARY LEWIS, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

Geoffrey E. Chanin
NOTARY PUBLIC
Geoffrey E. Chanin
Notary Public State of New York
No. 02CH6078488
Qualified in Orange County
My Commission Expires August 5, 2010

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

On the 17th day of NOVEMBER in the year 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared LOURDES ZAPATA-PEREZ 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

Geoffrey E. Chanin
NOTARY PUBLIC
Geoffrey E. Chanin
Notary Public State of New York
No. 02CH6078488
Qualified in Orange County
My Commission Expires August 5, 2010

# Loan Amortization Schedule - Mary Lewis d/b/a Hearts Delight Inc. - EIN# 26-2147339

| | Enter values |
|---|---|
| Loan amount | $ 20,000.00 |
| Annual interest rate | 4.00 % |
| Loan period in years | 5 |
| Number of payments per year | 12 |
| Start date of loan | 1/1/2009 |
| Optional extra payments | $ - |

| | Loan summary |
|---|---|
| Scheduled payment | $ 368.33 |
| Scheduled number of payments | 60 |
| Actual number of payments | 60 |
| Total early payments | $ - |
| Total interest | $ 2,099.83 |

Owes 6,629.94

#736.66 paid.

**Lender name:** CDBG Small Business Loan Program 00.19 (Re: 080428859)

| Pmt No. | Payment Date | Beginning Balance | Scheduled Payment | Extra Payment | Total Payment | Principal | Interest | Ending Balance | Cumulative Interest |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 2/1/2009 | $ 20,000.00 | $ 368.33 | $ - | $ 368.33 | $ 301.66 | $ 66.67 | $ 19,698.34 | $ 66.67 |
| 2 | 3/1/2009 | 19,698.34 | 368.33 | - | 368.33 | 302.67 | 65.66 | 19,395.67 | 132.33 |
| 3 | 4/1/2009 | 19,395.67 | 368.33 | - | 368.33 | 303.68 | 64.65 | 19,091.99 | 196.98 |
| 4 | 5/1/2009 | 19,091.99 | 368.33 | - | 368.33 | 304.69 | 63.64 | 18,787.30 | 260.62 |
| 5 | 6/1/2009 | 18,787.30 | 368.33 | - | 368.33 | 305.71 | 62.62 | 18,481.59 | 323.24 |
| 6 | 7/1/2009 | 18,481.59 | 368.33 | - | 368.33 | 306.73 | 61.61 | 18,174.87 | 384.85 |
| 7 | 8/1/2009 | 18,174.87 | 368.33 | - | 368.33 | 307.75 | 60.58 | 17,867.12 | 445.43 |
| 8 | 9/1/2009 | 17,867.12 | 368.33 | - | 368.33 | 308.77 | 59.56 | 17,558.35 | 504.99 |
| 9 | 10/1/2009 | 17,558.35 | 368.33 | - | 368.33 | 309.80 | 58.53 | 17,248.54 | 563.52 |
| 10 | 11/1/2009 | 17,248.54 | 368.33 | - | 368.33 | 310.84 | 57.50 | 16,937.71 | 621.01 |
| 11 | 12/1/2009 | 16,937.71 | 368.33 | - | 368.33 | 311.87 | 56.46 | 16,625.84 | 677.47 |
| 12 | 1/1/2010 | 16,625.84 | 368.33 | - | 368.33 | 312.91 | 55.42 | 16,312.93 | 732.89 |
| 13 | 2/1/2010 | 16,312.93 | 368.33 | - | 368.33 | 313.95 | 54.38 | 15,998.97 | 787.27 |
| 14 | 3/1/2010 | 15,998.97 | 368.33 | - | 368.33 | 315.00 | 53.33 | 15,683.97 | 840.60 |
| 15 | 4/1/2010 | 15,683.97 | 368.33 | - | 368.33 | 316.05 | 52.28 | 15,367.92 | 892.88 |
| 16 | 5/1/2010 | 15,367.92 | 368.33 | - | 368.33 | 317.10 | 51.23 | 15,050.82 | 944.10 |
| 17 | 6/1/2010 | 15,050.82 | 368.33 | - | 368.33 | 318.16 | 50.17 | 14,732.66 | 994.27 |
| 18 | 7/1/2010 | 14,732.66 | 368.33 | - | 368.33 | 319.22 | 49.11 | 14,413.43 | 1,043.38 |
| 19 | 8/1/2010 | 14,413.43 | 368.33 | - | 368.33 | 320.29 | 48.04 | 14,093.15 | 1,091.43 |
| 20 | 9/1/2010 | 14,093.15 | 368.33 | - | 368.33 | 321.35 | 46.98 | 13,771.79 | 1,138.40 |
| 21 | 10/1/2010 | 13,771.79 | 368.33 | - | 368.33 | 322.42 | 45.91 | 13,449.37 | 1,184.31 |
| 22 | 11/1/2010 | 13,449.37 | 368.33 | - | 368.33 | 323.50 | 44.83 | 13,125.87 | 1,229.14 |
| 23 | 12/1/2010 | 13,125.87 | 368.33 | - | 368.33 | 324.58 | 43.75 | 12,801.29 | 1,272.89 |
| 24 | 1/1/2011 | 12,801.29 | 368.33 | - | 368.33 | 325.66 | 42.67 | 12,475.63 | 1,315.56 |
| 25 | 2/1/2011 | 12,475.63 | 368.33 | - | 368.33 | 326.74 | 41.59 | 12,148.89 | 1,357.15 |
| 26 | 3/1/2011 | 12,148.89 | 368.33 | - | 368.33 | 327.83 | 40.50 | 11,821.06 | 1,397.65 |
| 27 | 4/1/2011 | 11,821.06 | 368.33 | - | 368.33 | 328.93 | 39.40 | 11,492.13 | 1,437.05 |
| 28 | 5/1/2011 | 11,492.13 | 368.33 | - | 368.33 | 330.02 | 38.31 | 11,162.10 | 1,475.36 |
| 29 | 6/1/2011 | 11,162.10 | 368.33 | - | 368.33 | 331.12 | 37.21 | 10,830.98 | 1,512.56 |
| 30 | 7/1/2011 | 10,830.98 | 368.33 | - | 368.33 | 332.23 | 36.10 | 10,498.75 | 1,548.67 |
| 31 | 8/1/2011 | 10,498.75 | 368.33 | - | 368.33 | 333.33 | 35.00 | 10,165.42 | 1,583.66 |
| 32 | 9/1/2011 | 10,165.42 | 368.33 | - | 368.33 | 334.45 | 33.88 | 9,830.97 | 1,617.55 |
| 33 | 10/1/2011 | 9,830.97 | 368.33 | - | 368.33 | 335.56 | 32.77 | 9,495.41 | 1,650.32 |
| 34 | 11/1/2011 | 9,495.41 | 368.33 | - | 368.33 | 336.68 | 31.65 | 9,158.73 | 1,681.97 |
| 35 | 12/1/2011 | 9,158.73 | 368.33 | - | 368.33 | 337.80 | 30.53 | 8,820.93 | 1,712.50 |
| 36 | 1/1/2012 | 8,820.93 | 368.33 | - | 368.33 | 338.93 | 29.40 | 8,482.01 | 1,741.90 |

extend 120mo

#202.49

| Pmt No. | Payment Date | Beginning Balance | Scheduled Payment | Extra Payment | Total Payment | Principal | Interest | Ending Balance | Cumulative Interest |
|---|---|---|---|---|---|---|---|---|---|
| 37 | 2/1/2012 | 8,482.01 | 368.33 | - | 368.33 | 340.06 | 28.27 | 8,141.95 | 1,770.18 |
| 38 | 3/1/2012 | 8,141.95 | 368.33 | - | 368.33 | 341.19 | 27.14 | 7,800.76 | 1,797.31 |
| 39 | 4/1/2012 | 7,800.76 | 368.33 | - | 368.33 | 342.33 | 26.00 | 7,458.43 | 1,823.32 |
| 40 | 5/1/2012 | 7,458.43 | 368.33 | - | 368.33 | 343.47 | 24.86 | 7,114.96 | 1,848.18 |
| 41 | 6/1/2012 | 7,114.96 | 368.33 | - | 368.33 | 344.61 | 23.72 | 6,770.35 | 1,871.90 |
| 42 | 7/1/2012 | 6,770.35 | 368.33 | - | 368.33 | 345.76 | 22.57 | 6,424.58 | 1,894.46 |
| 43 | 8/1/2012 | 6,424.58 | 368.33 | - | 368.33 | 346.92 | 21.42 | 6,077.67 | 1,915.88 |
| 44 | 9/1/2012 | 6,077.67 | 368.33 | - | 368.33 | 348.07 | 20.26 | 5,729.60 | 1,936.14 |
| 45 | 10/1/2012 | 5,729.60 | 368.33 | - | 368.33 | 349.23 | 19.10 | 5,380.37 | 1,955.24 |
| 46 | 11/1/2012 | 5,380.37 | 368.33 | - | 368.33 | 350.40 | 17.93 | 5,029.97 | 1,973.17 |
| 47 | 12/1/2012 | 5,029.97 | 368.33 | - | 368.33 | 351.56 | 16.77 | 4,678.41 | 1,989.94 |
| 48 | 1/1/2013 | 4,678.41 | 368.33 | - | 368.33 | 352.74 | 15.59 | 4,325.67 | 2,005.53 |
| 49 | 2/1/2013 | 4,325.67 | 368.33 | - | 368.33 | 353.91 | 14.42 | 3,971.76 | 2,019.95 |
| 50 | 3/1/2013 | 3,971.76 | 368.33 | - | 368.33 | 355.09 | 13.24 | 3,616.67 | 2,033.19 |
| 51 | 4/1/2013 | 3,616.67 | 368.33 | - | 368.33 | 356.27 | 12.06 | 3,260.39 | 2,045.25 |
| 52 | 5/1/2013 | 3,260.39 | 368.33 | - | 368.33 | 357.46 | 10.87 | 2,902.93 | 2,056.11 |
| 53 | 6/1/2013 | 2,902.93 | 368.33 | - | 368.33 | 358.65 | 9.68 | 2,544.28 | 2,065.79 |
| 54 | 7/1/2013 | 2,544.28 | 368.33 | - | 368.33 | 359.85 | 8.48 | 2,184.43 | 2,074.27 |
| 55 | 8/1/2013 | 2,184.43 | 368.33 | - | 368.33 | 361.05 | 7.28 | 1,823.38 | 2,081.55 |
| 56 | 9/1/2013 | 1,823.38 | 368.33 | - | 368.33 | 362.25 | 6.08 | 1,461.13 | 2,087.63 |
| 57 | 10/1/2013 | 1,461.13 | 368.33 | - | 368.33 | 363.46 | 4.87 | 1,097.67 | 2,092.50 |
| 58 | 11/1/2013 | 1,097.67 | 368.33 | - | 368.33 | 364.67 | 3.66 | 732.99 | 2,096.16 |
| 59 | 12/1/2013 | 732.99 | 368.33 | - | 368.33 | 365.89 | 2.44 | 367.11 | 2,098.60 |
| 60 | 1/1/2014 | 367.11 | 368.33 | - | 367.11 | 365.88 | 1.22 | 0.00 | 2,099.83 |

ORIGINAL

# PROMISSORY NOTE MODIFICATION AGREEMENT

This Promissory Note Modification Agreement made on this, the 17 day of November, 2008 by and between MARY LEWIS, Maker and Promisor, and THE NEWBURGH COMMUNITY DEVELOPMENT AGENCY, an urban renewal agency organized and existing under the laws of the State of New York with offices at 83 Broadway, City Hall, Newburgh, New York 12550, as "LENDER", hereby amends the Promissory Note between the Promisor and NCDA, dated August 4, 2008, hereinafter "the NOTE", as follows:

1. ***Promise to Pay.*** The Maker and Promisor, promises to pay to the order of Lender the sum of *TWENTY THOUSAND AND 00/100TH ($20,000.00) DOLLARS,* with interest at the rate of *Four and 00/100th (4.00%) Percent* per annum in sixty (60) consecutive monthly installments, each payment being in the sum of *THREE HUNDRED SIXTY-EIGHT AND 33/100TH ($368.33) DOLLARS.* The first monthly payment of *THREE HUNDRED SIXTY-EIGHT AND 33/100TH ($368.33) DOLLARS* shall be due on *February 1, 2009* and the remaining payments shall be due and payable on the same day of each successive month thereafter to and until *January 1, 2014* at which time the entire unpaid principal balance, together with all accrued interest and other charges due thereon, shall be due and payable.

2. The Maker/Promisor will comply with all other covenants, agreements and requirements of the Note without limitations until the date specified in Paragraph No. 1 above.

3. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note. Except as otherwise specifically provided in this Agreement, the Note will remain unchanged and Maker/Promisor and Lender will be bound by and comply with all the terms and provisions thereof, as amended by this Agreement.

4. Where any provision of this Agreement contradicts any terms of a prior agreement between the parties hereto or any predecessor in interest of either party, this Agreement supersedes such prior rights and agreements and modifications.

5. This Agreement shall be construed in accordance with the Laws of the State of New York.

Dated: November 17, 2008

MARY LEWIS, Individually
Maker/Promisor

Lourdes Zapata-Perez, Comm. Dev. Director
LENDER

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

On the 17th day of NOVEMBER in the year 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared MARY LEWIS, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

Geoffrey E. Chanin
NOTARY PUBLIC
Geoffrey E. Chanin
Notary Public State of New York
No. 02CH6078488
Qualified in Orange County
My Commission Expires August 5, 2010

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

On the 17th day of NOVEMBER in the year 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared LOURDES ZAPATA-PEREZ 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

Geoffrey E. Chanin
NOTARY PUBLIC

Geoffrey E. Chanin
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Qualified in Orange County
My Commission Expires August 5, 2010

# Loan Amortization Schedule - Mary Lewis d/b/a Hearts Delight Inc. - EIN# 26-2147339

| | Enter values |
|---|---|
| Loan amount | $ 20,000.00 |
| Annual interest rate | 4.00 % |
| Loan period in years | 5 |
| Number of payments per year | 12 |
| Start date of loan | 1/1/2009 |
| Optional extra payments | $ - |

| | Loan summary |
|---|---|
| Scheduled payment | $ 368.33 |
| Scheduled number of payments | 60 |
| Actual number of payments | 60 |
| Total early payments | $ - |
| Total interest | $ 2,099.83 |

**Lender name:** CDBG Small Business Loan Program 00.19 (Re: 080428859)

| Pmt No. | Payment Date | Beginning Balance | Scheduled Payment | Extra Payment | Total Payment | Principal | Interest | Ending Balance | Cumulative Interest |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 2/1/2009 | $ 20,000.00 | $ 368.33 | $ - | $ 368.33 | $ 301.66 | $ 66.67 | $ 19,698.34 | $ 66.67 |
| 2 | 3/1/2009 | 19,698.34 | 368.33 | - | 368.33 | 302.67 | 65.66 | 19,395.67 | 132.33 |
| 3 | 4/1/2009 | 19,395.67 | 368.33 | - | 368.33 | 303.68 | 64.65 | 19,091.99 | 196.98 |
| 4 | 5/1/2009 | 19,091.99 | 368.33 | - | 368.33 | 304.69 | 63.64 | 18,787.30 | 260.62 |
| 5 | 6/1/2009 | 18,787.30 | 368.33 | - | 368.33 | 305.71 | 62.62 | 18,481.59 | 323.24 |
| 6 | 7/1/2009 | 18,481.59 | 368.33 | - | 3( | | | | 384.85 |
| 7 | 8/1/2009 | 18,174.87 | 368.33 | - | 3( | | | | 445.43 |
| 8 | 9/1/2009 | 17,867.12 | 368.33 | - | 3( | | | | 504.99 |
| 9 | 10/1/2009 | 17,558.35 | 368.33 | - | 3( | | | | 563.52 |
| 10 | 11/1/2009 | 17,248.54 | 368.33 | - | 3( | | | | 621.01 |
| 11 | 12/1/2009 | 16,937.71 | 368.33 | - | 3( | | | | 677.47 |
| 12 | 1/1/2010 | 16,625.84 | 368.33 | - | 3( | | | | 732.89 |
| 13 | 2/1/2010 | 16,312.93 | 368.33 | - | 3( | | | | 787.27 |
| 14 | 3/1/2010 | 15,998.97 | 368.33 | - | 3( | | | | 840.60 |
| 15 | 4/1/2010 | 15,683.97 | 368.33 | - | 3( | | | | 892.88 |
| 16 | 5/1/2010 | 15,367.92 | 368.33 | - | 3( | | | | 944.10 |
| 17 | 6/1/2010 | 15,050.82 | 368.33 | - | 3( | | | | 994.27 |
| 18 | 7/1/2010 | 14,732.66 | 368.33 | - | 3( | | | | 1,043.38 |
| 19 | 8/1/2010 | 14,413.43 | 368.33 | - | 3( | | | | 1,091.43 |
| 20 | 9/1/2010 | 14,093.15 | 368.33 | - | 3( | | | | 1,138.40 |
| 21 | 10/1/2010 | 13,771.79 | 368.33 | - | 3( | | | | 1,184.31 |
| 22 | 11/1/2010 | 13,449.37 | 368.33 | - | 3( | | | | 1,229.14 |
| 23 | 12/1/2010 | 13,125.87 | 368.33 | - | 3( | | | | 1,272.89 |
| 24 | 1/1/2011 | 12,801.29 | 368.33 | - | 3( | | | | 1,315.56 |
| 25 | 2/1/2011 | 12,475.63 | 368.33 | - | 3( | | | | 1,357.15 |
| 26 | 3/1/2011 | 12,148.89 | 368.33 | - | 3( | | | | 1,397.65 |
| 27 | 4/1/2011 | 11,821.06 | 368.33 | - | 3( | | | | 1,437.05 |
| 28 | 5/1/2011 | 11,492.13 | 368.33 | - | 368.33 | 330.02 | 38.31 | 11,162.10 | 1,475.36 |
| 29 | 6/1/2011 | 11,162.10 | 368.33 | - | 368.33 | 331.12 | 37.21 | 10,830.98 | 1,512.56 |
| 30 | 7/1/2011 | 10,830.98 | 368.33 | - | 368.33 | 332.23 | 36.10 | 10,498.75 | 1,548.67 |
| 31 | 8/1/2011 | 10,498.75 | 368.33 | - | 368.33 | 333.33 | 35.00 | 10,165.42 | 1,583.66 |
| 32 | 9/1/2011 | 10,165.42 | 368.33 | - | 368.33 | 334.45 | 33.88 | 9,830.97 | 1,617.55 |
| 33 | 10/1/2011 | 9,830.97 | 368.33 | - | 368.33 | 335.56 | 32.77 | 9,495.41 | 1,650.32 |
| 34 | 11/1/2011 | 9,495.41 | 368.33 | - | 368.33 | 336.68 | 31.65 | 9,158.73 | 1,681.97 |
| 35 | 12/1/2011 | 9,158.73 | 368.33 | - | 368.33 | 337.80 | 30.53 | 8,820.93 | 1,712.50 |
| 36 | 1/1/2012 | 8,820.93 | 368.33 | - | 368.33 | 338.93 | 29.40 | 8,482.01 | 1,741.90 |

A

400.00
-368.33
$32.77 late charge

$300.00

| Pmt No. | Payment Date | Beginning Balance | Scheduled Payment | Extra Payment | Total Payment | Principal | Interest | Ending Balance | Cumulative Interest |
|---|---|---|---|---|---|---|---|---|---|
| 37 | 2/1/2012 | 8,482.01 | 368.33 | - | 368.33 | 340.06 | 28.27 | 8,141.95 | 1,770.18 |
| 38 | 3/1/2012 | 8,141.95 | 368.33 | - | 368.33 | 341.19 | 27.14 | 7,800.76 | 1,797.31 |
| 39 | 4/1/2012 | 7,800.76 | 368.33 | - | 368.33 | 342.33 | 26.00 | 7,458.43 | 1,823.32 |
| 40 | 5/1/2012 | 7,458.43 | 368.33 | - | 368.33 | 343.47 | 24.86 | 7,114.96 | 1,848.18 |
| 41 | 6/1/2012 | 7,114.96 | 368.33 | - | 368.33 | 344.61 | 23.72 | 6,770.35 | 1,871.90 |
| 42 | 7/1/2012 | 6,770.35 | 368.33 | - | 368.33 | 345.76 | 22.57 | 6,424.58 | 1,894.46 |
| 43 | 8/1/2012 | 6,424.58 | 368.33 | - | 368.33 | 346.92 | 21.42 | 6,077.67 | 1,915.88 |
| 44 | 9/1/2012 | 6,077.67 | 368.33 | - | 368.33 | 348.07 | 20.26 | 5,729.60 | 1,936.14 |
| 45 | 10/1/2012 | 5,729.60 | 368.33 | - | 368.33 | 349.23 | 19.10 | 5,380.37 | 1,955.24 |
| 46 | 11/1/2012 | 5,380.37 | 368.33 | - | 368.33 | 350.40 | 17.93 | 5,029.97 | 1,973.17 |
| 47 | 12/1/2012 | 5,029.97 | 368.33 | - | 368.33 | 351.56 | 16.77 | 4,678.41 | 1,989.94 |
| 48 | 1/1/2013 | 4,678.41 | 368.33 | - | 368.33 | 352.74 | 15.59 | 4,325.67 | 2,005.53 |
| 49 | 2/1/2013 | 4,325.67 | 368.33 | - | 368.33 | 353.91 | 14.42 | 3,971.76 | 2,019.95 |
| 50 | 3/1/2013 | 3,971.76 | 368.33 | - | 368.33 | 355.09 | 13.24 | 3,616.67 | 2,033.19 |
| 51 | 4/1/2013 | 3,616.67 | 368.33 | - | 368.33 | 356.27 | 12.06 | 3,260.39 | 2,045.25 |
| 52 | 5/1/2013 | 3,260.39 | 368.33 | - | 368.33 | 357.46 | 10.87 | 2,902.93 | 2,056.11 |
| 53 | 6/1/2013 | 2,902.93 | 368.33 | - | 368.33 | 358.65 | 9.68 | 2,544.28 | 2,065.79 |
| 54 | 7/1/2013 | 2,544.28 | 368.33 | - | 368.33 | 359.85 | 8.48 | 2,184.43 | 2,074.27 |
| 55 | 8/1/2013 | 2,184.43 | 368.33 | - | 368.33 | 361.05 | 7.28 | 1,823.38 | 2,081.55 |
| 56 | 9/1/2013 | 1,823.38 | 368.33 | - | 368.33 | 362.25 | 6.08 | 1,461.13 | 2,087.63 |
| 57 | 10/1/2013 | 1,461.13 | 368.33 | - | 368.33 | 363.46 | 4.87 | 1,097.67 | 2,092.50 |
| 58 | 11/1/2013 | 1,097.67 | 368.33 | - | 368.33 | 364.67 | 3.66 | 732.99 | 2,096.16 |
| 59 | 12/1/2013 | 732.99 | 368.33 | - | 368.33 | 365.89 | 2.44 | 367.11 | 2,098.60 |
| 60 | 1/1/2014 | 367.11 | 368.33 | - | 367.11 | 365.88 | 1.22 | 0.00 | 2,099.83 |

**RESOLUTION NO. _____ - 2016**

**OF**

**SEPTEMBER 12, 2016**

**A RESOLUTION AMENDING RESOLUTION NO. 26-2014 OF FEBRUARY 10, 2014 TO ACCEPT AS AWARDED A NEW YORK STATE OFFICE OF PARKS, RECREATION & HISTORIC PRESERVATION CERTIFIED LOCAL GOVERNMENT (CLG) PROGRAM GRANT TO UPDATE THE EAST END HISTORIC DISTRICT INVENTORY IN THE AMOUNT OF $25,000.00 AND EXTENDING THE GRANT TERM THROUGH SEPTEMBER 30, 2017**

**WHEREAS**, by Resolution 26-2014 of February 10, 2014 the City Council authorized the Interim City Manager to apply for and accept if awarded a New York State Office of Parks, Recreation & Historic Preservation Certified Local Government Program grant in an amount of $20,000.00 to update the East End Historic District; execute the agreement with New York State Office of Parks, Recreation and Historic Preservation; and provide a City match in the amount of $5,800.00 through in-kind services; and

**WHEREAS,** the City of Newburgh received a New York State Office of Parks, Recreation & Historic Preservation Certified Local Government Grant Award in the amount of $25,000.00 with a match of in-kind professional services of staff time; and

**WHEREAS,** the City of Newburgh requested an extension of the grant term through September 30, 2017 to continue the program; and

**WHEREAS**, this Council has determined that it would be in the best interests of the City of Newburgh to accept the funding and grant said extension;

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept as awarded a New York State Office of Parks, Recreation & Historic Preservation Certified Local Government Program Grant Award in an amount of $25,000.00 to update the East End Historic District Inventory with a match of in-kind professional services of staff time and extend the grant term through September 30, 2017; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.

RESOLUTION NO.: 26 - 2014

OF

FEBRUARY 10, 2014

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED A GRANT IN AN AMOUNT OF $20,000.00 FROM THE NEW YORK STATE OFFICE OF PARKS, RECREATION & HISTORIC PRESERVATION CERTIFIED LOCAL GOVERNMENT GRANT (CLG) PROGRAM TO UPDATE THE EAST END HISTORIC DISTRICT INVENTORY REQUIRING A CITY MATCH OF $5,800.00 TO BE PROVIDED THROUGH IN-KIND SERVICES

WHEREAS, the New York State Office of Parks, Recreation and Historic Preservation (SHPO) is authorized by the Secretary of the Interior to offer grants to local governments who participate in the national historic preservation program and have been designated Certified Local Governments (CLG's); and

WHEREAS, the existing City of Newburgh's East End Historic District was listed on the National Register of Historic Places in 1985 and the City of Newburgh has been designated as a Certified Local Government; and

WHEREAS, current planning and development initiatives such as the Brownfields Opportunity Area (BOA) Program, Newburgh Community Land Bank, a mixed-use proposal for a key Broadway block, and the Broadway Corridor Project, together with new lead abatement legislation, and private campus expansion initiatives by St. Luke's Hospital, Mount Saint Mary College, and SUNY Orange, all concentrated in the East End Historic District, dramatically increase the demand for accurate information about the East End Historic District's 2,500 properties; and

WHEREAS, the City of Newburgh wishes to apply for a grant to update the City's East End Historic District inventory, which provides a key decision-making tool to the boards and planning entities; and

WHEREAS, the City is requesting $20,000.00 in said grant application, to be matched with $5,800.00 with in-kind staff hours and services (approximately 29%);

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Newburgh, New York that the Interim City Manager be and he is hereby authorized to apply for and accept if awarded a grant in an amount of $20,000.00 from the New York

State Office of Parks, Recreation & Historic Preservation Certified Local Government Grant Program to update the East End Historic District, and if awarded, execute the agreement with New York State Office of Parks, Recreation and Historic Preservation and provide a City match in the amount of $5,800.00 through in-kind services.

Councilwoman Abrams moved and Councilwoman Angelo seconded that the resolution be adopted.

Ayes- Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia-6

ADOPTED

# CITY OF NEWBURGH

Department of Planning & Development
83 Broadway, Newburgh, New York 12550
(845) 569-9400/Fax (845) 569-9700
www.cityofnewburgh-ny.gov


September 22, 2015

Ms. Lorraine Weiss
Historic Preservation Planner
NYS Division for Historic Preservation
Lorraine.weiss@parks.ny.gov

Dear Ms. Weiss;

Further to our discussions, we are writing to request an extension to the CLG Grant for Newburgh, NY. The update of Newburgh's East End Historic District began in earnest this summer – months after the original proposed start. Within a few weeks though, over 300 structures were inventoried and entered into the new Cultural Resource Information System (CRIS).

The original proposal anticipated a simpler interface with the CRIS data entry system: data possibly could be uploaded directly from an Excel spreadsheet into CRIS. But the data entry and editing process proved to be more time-consuming than expected.

Since Newburgh's historic district had not been inventoried in 35 years, the update was viewed as an opportunity that may not be available for another 35 years. Submission of reliable, detailed information – not just the basics – was our goal. But we realized that since Newburgh has one of the largest historic districts in New York State (with nearly 2400 parcels), it would be impossible to meet our original deadline of September 30, 2015. An extension would be necessary to continue the work we had begun.

In consultation with the Walter Sedovic (our chosen architectural historian for this survey update), we also realized how the overall philosophical approach to historic districts has changed since Newburgh's original 1980 nomination. Mr. Sedovic emphasized that a building's 'contributing' or 'non-contributing' status needs to be anchored to the overall narrative of the historic district. This not only strengthens the original nomination but also supports the City's continuing effort to preserve the district.

Any narrative of Newburgh **must** include its significance as a strategic transportation hub and later as a regional industrial force. Broadway (formerly Western Avenue) and the waterfront district have played key roles in Newburgh's development. Therefore, the East End Historic District's original boundaries may need to be expanded to include buildings that are contribute to Newburgh's story: namely, structures lining the entire Broadway corridor, the buildings along its river front and other structures contribute to its history.

Therefore, we request one of the following two extension options be granted. Obviously, we have a strong preference for the longer extension. We offer the shorter extension **only** because we know most government agencies are under funding and/or timing constraints.

12 Month Time Extension

- Building survey to be completed. September 2015- January 2016.
  - Reorganization of all photos and survey data taken to date, including photos taken from **September 1, 2012 to October 1 2013**. Brought into a format compatible with CRIS.
  - Review of ARC approvals since September 1, 2012 to find changes since that survey date.
  - Compare existing property data, addresses, and tax information to 1980 survey to find gaps, errors, and required updating. Especially the following:
    - Different building now on the site
    - Properties not listed in 1980 survey
    - Changes to lots and tax IDs (subdivision/ consolidations)
    - Major aesthetic changes (Siding, porches, etc)
    - Incorrect information
  - Photographic survey of properties not updated since September 1, 2012 and required updates to the 1980 survey.
    - Survey Broadway
    - Survey Waterfront
    - ARC Approvals
    - Changes/ Errors from 1980 nomination
- Review of survey information by Walter Sedovic staff. February 2016.
- Resurvey of the Historic District by Walter Sedovic staff. March 2016, 3 days.
- Evaluation of nomination narrative and potential editing based on review of surveys. March- May 2016.
- Revaluation of district boundary. March- May 2016.
- Possible resurvey of boundary areas to account for changes to narrative. May 2016.
- Report from Walter Sedovic detailing changes to the nomination, changes to the boundary, and revaluation of contributing structure. June 2016
- Entry of all property information into CRIS by data entry person. Full description updates, photos, year built, and notes relating to the contributing/non-contributing nature will be included, including the descriptions provided in the nomination/re-nomination documents. Summer 2016.
- Preparation of NRHP revision or re-nomination information, and resubmission to the Keeper, in consultation with SHPO by a qualified intern. Summer 2016.

Alternative 6 Month Time Extension

- Building survey to be completed. September 2015- December 2016.
  - Reorganization of all photos and survey data taken to date, including photos taken from September 1, 2012 to October 1 2013. Brought into format compatible with CRIS.
  - Review of ARC approvals since September 1, 2012 to find changes since that survey date.
  - Compare existing property data, addresses, and tax information to 1980 survey to find gaps, errors, and required updating. Especially the following:
    - Different building now on the site
    - Properties not listed in 1980 survey
    - Changes to lots and tax IDs (subdivision/ consolidations)

        - Major aesthetic changes (Siding, porches, etc.)
        - Incorrect information
    - Photographic survey of properties not updated since September 1, 2012 and required updates to the 1980 survey.
        - Survey Broadway
        - Survey Waterfront
        - ARC Approvals
        - Changes/ Errors from 1980 nomination
- Update of basic CRIS data, including year built, photo, address, using 1980 nomination descriptions by data entry person. October 2015- January 2016.
- Review of survey information by Walter Sedovic staff. Properties will be evaluated using a 4 tier system based on the existing nomination, only addressing critical nomination or boundary updates. January-February 2016.
- Resurvey of top tier properties by Walter Sedovic staff. February 2016, 1-2 days.
- Report from Walter Sedovic outlining a future process to determine changes to the nomination, changes to the boundary, and revaluation of contributing structures. February-March 2016.
- Updates to CRIS for Top Tier properties, including new description updates, photos, year built, and notes relating to the contributing nature. March 2016.

We look forward to discussing this extension request with you and thank you for your time and consideration.

Sincerely,

Deirdre Glenn
Director of Planning & Development

Cc: Mayor Judith Kennedy
Alexandra Church, City Planner
David Kohl, Economic Development Specialist
Michael Ciaravino, City Manager

Please see if you can locate the contract on Judy's email or thru the gateway or Dan Mackey at SHPO

NEW YORK STATE
OFFICE OF PARKS, RECREATION AND HISTORIC PRESERVATION

ROSE HARVEY
Commissioner

ANDREW M. CUOMO
Governor

July 25, 2016

Honorable Judy Kennedy
Mayor, City of Newburgh
83 Broadway
Newburgh, NY 12550

Re: Certified Local Government Grant Program

Dear Mayor Kennedy:

I am very pleased to advise you that the City of Newburgh will be awarded $25,000 to support the CLG's work on Updating the National Register East End Historic District Inventory. This will be a very useful project to support historic preservation efforts in your community.

This year, the contract for your CLG subgrant will be processed online through the NYS Grants Gateway (grantsreform.ny.gov). Contract development, signing and approvals will take place within the Grants Gateway, which will be the official repository of all necessary documents. In order to begin the contracting process, your municipality must be registered in the Grants Gateway with a Grantee, Grantee Contract Signatory or Grantee System Administrator account. The process will run most smoothly if Deirdre Glenn or Bridganne Flynn, the contact persons named in your application, have an assigned role in the Grants Gateway or has easy access to those who have roles. Assistance is available at the Grants Gateway Help Desk: 1-800-820-1890.

While the terms of your particular contract will be developed through the Grants Gateway, the following requirements apply to all 2016 CLG grants: The project must be under contract with SHPO by the end of this federal fiscal year (September 30, 2016) and completed by the end of the next federal fiscal year (September 30, 2017); grant extensions cannot be arranged. Interim reports on project accomplishments and expenditures will be due November 1, 2016, May 1, 2017, and July 1, 2017. This is a reimbursement grant, requiring that expenditures be carefully documented according to the instructions in Attachment A-2, section II. F of the master contract. We can only reimburse expenditures for services rendered and products delivered within the funding period (October 1, 2015 to September 30, 2017). Within 60 days after completing the project, and no later than November 1, 2017, you must submit a payment request and final report, including a summary of your expenditures. You must maintain records of grant expenditures in your files for at least six years following completion of the project, and make them available for audit on request.

State Historic Preservation office

Albany, New York 12238
518-474-0443 • Fax: 518-474-1365
printed on recycled paper

If, at any time, you feel that you cannot meet the terms of the contract, or that changes are needed in the project budget and work plan, please inform grants administrator Daniel McEneny or the CLG staff member assigned to your region at once. The historic preservation project funded by this grant must be approved by the state historic preservation office. We expect you to work closely with the Division for Historic Preservation staff to make sure that all project products meet state and federal standards.

As a recipient of federal funds, you are required to comply with the nondiscrimination requirements of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act and to notify the public of their rights under these laws, as set forth in Attachment A-2 of the Master Contract.

Congratulations on your award. We share your enthusiasm for the project and look forward to working closely with you.

Sincerely,

Rose Harvey

Rose Harvey
Commissioner

cc: Deirdre Glenn, Director of Planning and Development
Bridgidanne Flynn, ARC Chair

**RESOLUTION NO.: _____ - 2016**

**OF**

**SEPTEMBER 12, 2016**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED A GRANT FROM THE OFFICE OF THE NEW YORK STATE ATTORNEY GENERAL THROUGH LOCAL INITIATIVES SUPPORT CORPORATION IN AN AMOUNT NOT TO EXCEED $149,262.98 FOR THE PURPOSE OF HIRING TWO FULL-TIME CODE ENFORCEMENT OFFICERS**

**WHEREAS,** the City of Newburgh Department of Planning and Development wishes to apply for a grant from the Local Initiatives Support Corporation ("LISC"), a national community development intermediary that specializes in affordable housing, economic development and community revitalization; and

**WHEREAS**, the City of Newburgh desires to apply for funds in an amount not to exceed One Hundred Forty-Nine Thousand Two Hundred Sixty Two and 98/00 ($149,262.98) Dollars; and

**WHEREAS**, the City of Newburgh intends to use such grant funding to hire two additional full-time Code Enforcement Officers to focus on the management of the City's existing Vacant Property Registry and severely distressed vacant properties, including but not limited to zombie properties; and to focus on distressed occupied properties, foreclosure prevention and tenant advocacy with regard to code violations; and

**WHEREAS**, both will increase municipal enforcement capacity, work on updating and maintaining the City's distressed property database and will work with and report to the Distressed Property Task Force; and

**WHEREAS**, this Council has determined that making such application and accepting such funds if awarded is in the best interests of the City of Newburgh and its further development;

**NOW, THEREFORE, BE IT RESOLVED,** by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a grant from the Office of the New York State Attorney General through Local Initiatives Support Corporation in an amount not to exceed $149,262.98 for the purpose of hiring two full-time Code Enforcement Officers; 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 donation.

# GRANT APPLICATION

| | |
|---|---|
| **Legal Name of Municipal Corporation:** | City of Newburgh |
| **Type of Municipal Corporation:** | ☐ Town ☒ City ☐ Village |
| **In which county are you based?** | Orange |
| **Population (2010 US Census estimate):** | 28,866 |
| **Total number of one-to-four family residential properties:** | 4648 |
| **If known, number of "zombie" and/or vacant properties:** | 316/ 875 |
| **How does your municipality track these numbers, if provided?** | Vacant Building Registry. "Zombie" cross check with other than owner paying taxes |
| **Sources and dates of above property information:** | 6/29/2016; 7/1/2016 |
| **Municipal Corporation's 2016 annual budget:** | $43,547,275 (general fund) |
| **Requested Grant Amount:** | $149,262.98 |

| | **Primary Contact** | **Secondary Contact** |
|---|---|---|
| **Name:** | Alexandra Church | Helen Reilly |
| **Title:** | City Planner | Grants Administrator |
| **Agency/Office:** | Planning & Development | Comptroller |
| **Address:** | 83 Broadway | 83 Broadway |
| **City, ZIP:** | Newburgh, 12550 | Newburgh, 12550 |
| **Phone Number:** | 845-569-7388 | 845-569-7321 |
| **Cell phone #:** | | |
| **Email Address:** | achurch@cityofnewburgh-ny.gov | hreilly@cityofnewburgh-ny.gov |

**Summary of Proposed Activities (200 word maximum - can be in bullet point form):**

- The City of Newburgh plans to hire two full-time Code Compliance Officers.
- Codes Compliance Officer 1: Vacant Property Specialist, will focus on the management of the City's existing Vacant Property registry and focus on severely distressed property code enforcement, including but not limited to Zombie properties.
- Codes Compliance Officer 2: Distressed-Occupied Property Specialist, will focus on foreclosure prevention, tenant advocacy and communication regarding code violations, and referrals to other existing social service and not-for-profit organizations. They will also be a key manager of the Rental Property registry.
- Both will Increasing municipal enforcement capacity, work on updating and maintaining the City's distressed property database, and working with and reporting back to the vacant property task force.

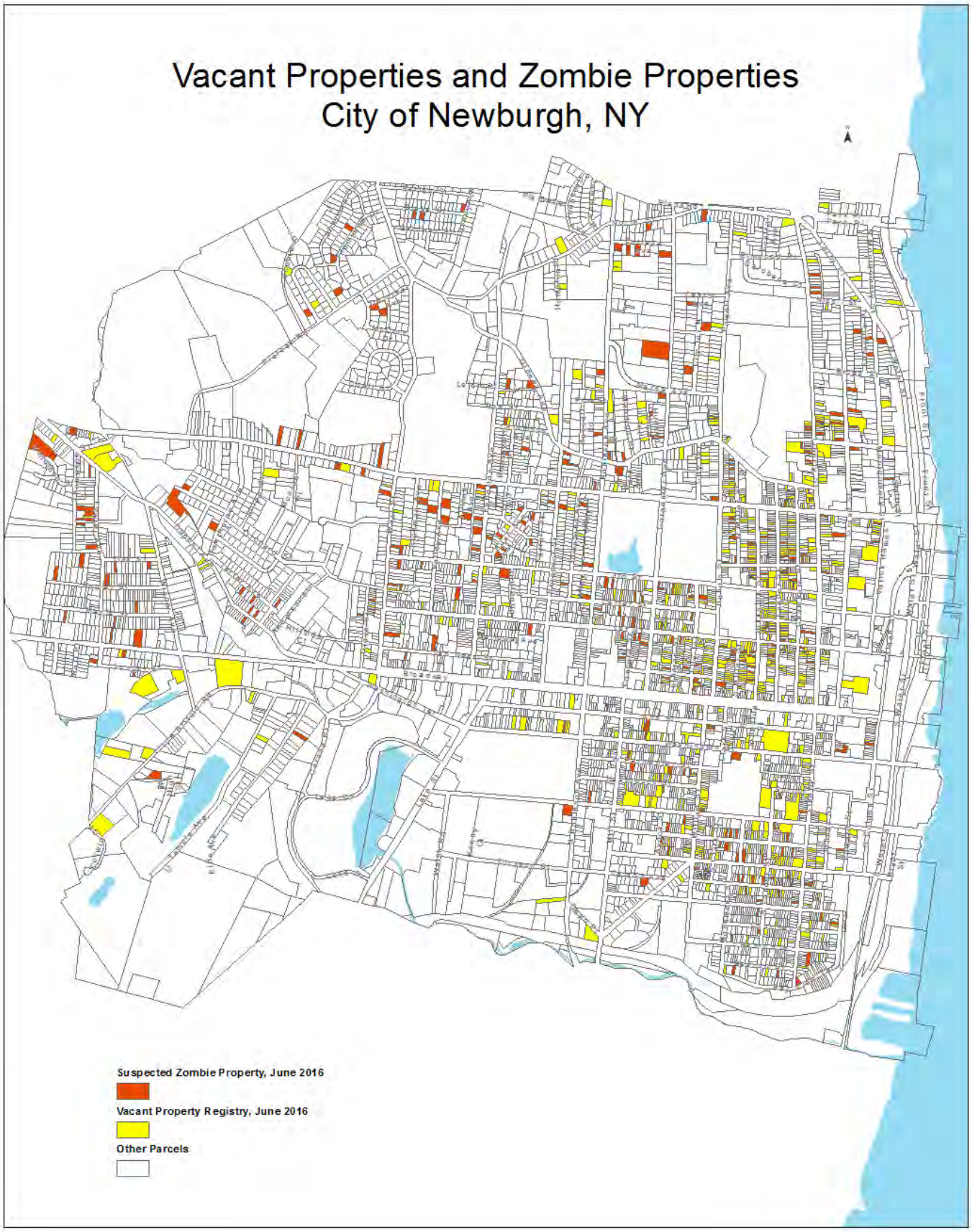
**1.** Extent of Zombie/Abandoned Property Problem and Neighborhoods Most Affected

The City of Newburgh was hit hard by the mortgage and financial crisis, leaving in its wake almost 20% of the structures in the City vacant. Although this number changes daily, there are generally between 800-900 vacant properties in the City. The City of Newburgh has a policy to take all properties "in rem" for failure to pay all taxes for one full year, therefore properties that are fully abandoned are generally returned to the City relatively quickly. Properties in the targeted redevelopment area of the Newburgh Community Land Bank are transferred directly to the Land bank for holding. The Land Bank's targeted area is generally the neighborhood most effected by distressed properties, including vacant property.

Vacant structures in Newburgh fall into several different categories, but generally there are City and Land Bank owned properties; properties whose owners paid very little for a property and are waiting out the market; owners who paid over-inflated prices for properties and must wait out the market to recoup some costs; owners stock-piling properties for a larger development plan; and then unknown ownership issues, title issues, etc. Properties with unknown ownership issues, title issues, etc. are generally considered Zombie properties. Many of these properties are suspected to be somewhere in the foreclosure process. Newburgh tracks these properties by cross checking vacant properties with tax collection lists where a bank or servicing company continues to pay the taxes. This number, 316, is an estimate that requires individual verification, however it gives us the most accurate broad-stroked accounting we can get. An estimated 282 of these properties are single, two-family, or three-family properties.

Newburgh has a vacant property registration law, which requires the posting of a $10,000 bond per property to be used for maintenance and stabilization, if necessary, of said property. Enforcement of this law is only successful when the owner of record is found, and therefore Zombie properties, which often have very visible maintence issues, require a dedicated staff researcher to track down someone willing to register the property in their name, and post the bond. The accounting of Zombie properties in Newburgh generally requires individual code enforcement action and research because of the length of time spent tracking down someone to respond.

Zombie properties, unlike vacant properties in general, are extremely well spread through the City. Because of this reason, targeted neighborhood programs, such as through the Land Bank or Habitat for Humanity, have had less success targeting these properties.


Vacant Properties and Zombie Properties
City of Newburgh, NY
Suspected Zombie Property, June 2016
Vacant Property Registry, June 2016
Other Parcels

1. Program/Project Proposal

The City of Newburgh has been focused on distressed properties for the last five years, following the completion of a report from Pace Land Use Law School which outlined the steps necessary to combat blight City-wide. This program called for the creation of a land bank [Newburgh Community Land Bank est. 2012]; streamlining of the land use application process [new zoning and policies effective September 2015]; and an increase in code enforcement. Working towards the latter, a distressed property task force meets quarterly to set city-wide priorities, the entire city staff meets weekly to set weekly priorities, and code enforcement staff meets daily to target work towards those weekly priorities.

The City of Newburgh has a code compliance office (Codes) as part of the Building Department. Currently staff is responsible for enforcement of all New York State building code, local property ordinances, and the issuance of new Building Permits including inspections, along with all zoning and site plan review and enforcement. They also manage the Rental Property Registry list (which currently includes annual inspections or all rental units in the City), and the Vacant Property Registry. The department is supplemented by the Fire Department which has provided code enforcement training to all of its staff in order to issue violations during emergency building entries, and to spend non-emergency hours maintain city-wide lists of exterior code violations.

Codes is also the chief "evidence" collection agency, for code violations which are referred to Corporation Council to take to court. To properly prosecute and hold accountable those who add to the blight of Newburgh, it is critical to grow the capacity of this department. Many violations are issued, but without adequate staff to regularly follow up (daily in some instances), the burden of proof cannot always be met when the violation is sent to court. An adequately staffed Codes department will allow the closure rate for violations to increase, and hopefully lead to an increase in income from violations. This will ultimately financially justify the need for a larger department.

In the Spring of 2016, the City began to look at innovative ways to restructure the Building Department, to make sure that each facet of this department was adequately addressing blight reduction and redevelopment in the City. As part of this restructuring, the City is looking to add two new Code Enforcement officers who have a specific focus and specialized training.

Like with many departments City-wide, the collapse of the housing market in 2007-08 also had an effect of greatly reducing tax assessments and tax-income, causing lay-offs and lack of hiring following voluntary resignations. Therefore Codes currently has only three full-time Code Enforcement officers and a Code Enforcement Supervisor. One of the officers is dedicated to Plumbing inspections and enforcement and therefore only three full-time officers manage 6,961 properties including isuing violations and permits. This is supplemented by up to 4 part-time officers paid for from our CDBG program. However the City has found that training and

retention of part-time officers is not cost effective, and hopes to use this grant to prove the efficacy of transitioning those positions to full-time employment. In civil-service, the lack of staff member is exacerbated by the loss of job descriptions, and therefore rehires must correspond with proof of more need. It is hoped that this program can prove the need for two additional full-time officers in the long-term.

The two full-time officers would be targeted to fill two very distinct needs in the City: Vacant Properties and Distressed-Occupied Properties. Vacant properties require careful and regular reporting and documentation, and are best managed by a small and dedicated team. Distressed-occupied properties require a strong knowledge of not only code compliance, but also social services and available resources in order to protect the most vulnerable population.

The City developed a Vacant Property registry in 2014. The maintenance of that list needs to fall on a single person or small group, who spend most of their time researching and documenting the Vacant properties in the City. That person needs to be in the Codes department and pro-active maintenance is often the first victim of overburdened departments. It is expected that one of the new full-time Code Enforcement officers would be solely responsible for maintenance of that list. This would include, but is not limited to; adding new properties as they are known to become vacant; removing properties from the list that have been redeveloped; targeting enforcement to vacant properties that cause extraordinary blight to their neighbors especially though daily documentation of violations; communications with police efforts and Planning efforts in areas that are targeted by those department projects; and research and tracking down of absent property owners.

The City often is called in to situations where residents are living in properties with severe code violations, that warrant condemnation. The City maintains a rental property registration program, however, again, not having a dedicated employee makes long term-tracking difficult. The City is also a pass through for the County's lead testing program, where children who test positive for severe lead poisoning have all of their past homes tested for environmental lead contamination. A lead condemnation placard is placed on the property if lead is found. Additionally, the City, as the receiver of taxes, often knows when a person is in financial trouble early in a foreclosure process. Unfortunately, the City currently has historically lacked communication with not-for-profit, foreclosure prevention agencies operating in the City, especially Legal Services of the Hudson Valley and RDAC (Orange County Rural Development Advisory Corporation). Both are willing to train all City Staff on how to best direct potential consumers in need. They are interested in having a dedicated code compliance officer who is well trained in managing code violations of occupied properties, including those owner-occupied properties whose owners are facing foreclosure and eviction. This officer would manage, among other projects, notification and information for tenants in condemned properties; maintenance of Orange County lead registry and assurance that these properties

remain unoccupied until remediated; facilitation with social service agencies when relocation is necessary; and act as a point person for referrals for foreclosure prevention

In conjunction, the City of Newburgh has a policy to prioritize the sale of City-owned single family homes to owner-occupants, in order to better equalize Newburgh's home-owner to renter ration (the ratio is now skewed 30% home-owner/ 70% rental). This includes programs to sell properties taken in-rem to current tenants if possible. This program is assisted by Habitat for Humanity, the Newburgh Community Land Bank, and Pathstone. By creating a pathway for existing City residents to receive homeownership training, the City can not only work to decrease blight and increase tax revenue, but can work to maximize the benefit to existing City residents and their families.

2. Capacity to Implement Program/Project

The proposed increase of staffing would fall within existing departments in the City of Newburgh. Most administrative task relating to the implementation of these new positions is already fully in place. The Officers would be integral parts of the Distressed Property Task Force, weekly Distressed Property staff meetings, and report to the Code Compliance Supervisor on a daily basis to carry out their portions of the project.

Training and support for the Distressed-Occupied Properties Officer will be provided by RDAC.

Grant reimbursement and facilitation will be undertaken by the City's Grants Coordinator, as part of the City Comptroller's office.

3. Other Municipal Resources to be Allocated to Program/Project

The City will provide transportation (vehicles) to the employees, and will provide all administrative staff through existing staff members, including payroll services, secretarial support, and "front-window" staff. The "front-window" staff will be specially trained to handle the additional programs relating to foreclosure prevention and tenant outreach. The City will also work to provide additional support to Corporation Counsel's Office to better prosecute violations that are referred to court. The program can also analyze the effectiveness and cost-benefit of hiring special outside-council to prosecute code violation cases.

Through the Newburgh Community Land Bank, the City is also looking to add two Ameri-Corp workers. They will be trained to do follow-up and reporting on code violations based on a Community Code Enforcement model.

4. How Grant Funds Would Be Used/Budget

The grant funds will be used to hire two full-time Code Compliance Officers. This cost includes salary; fringe/ benefits/ and taxes; annual required NY State code compliance training (24 hours per officer); and necessary software and equipment, including tablets for field work, IPS software licenses for reporting, data plans, and computers.

The following breakdown of hours by program category is expected:

Codes Compliance Officer 1: Vacant Property Specialist

- 75% Increasing municipal enforcement capacity
- 10% Updating and maintaining property database and/or map
- 10% Vacant property task force
- 5% Researching innovative local policy

Codes Compliance Officer 2: Distressed-Occupied Property Specialist

- 50% Homeowner/ Tenant retention/outreach
- 30% Increasing municipal enforcement capacity
- 10% Updating and maintaining property database and/or map
- 10% Vacant property task force

Please see the attached budget form for financial details.

5. Expected Outcomes - not to exceed 500 words.

The City intends to use the grant monies for hiring two additional, full-time Code Enforcement officers, to specifically target the most distressed properties in the City. Their role will focus on tracking down owners and/or responsible parties, and building court cases against delinquent property owners, to financially compel them to redevelop their properties or find another avenue to reduce its burden on neighboring properties. The twelve month time period will allow the City to evaluate the efficacy of the large increase in full-time staff. It allows the City to "catch-up" on a backlog of property management issues, especially relating to the roll-out of the Vacant Property registry and follow up on violations for severely distressed properties.

The City will develop a roadmap and plan, in conjunction with outside partners, to properly manage occupied distressed properties, including connecting the owners and tenants with appropriate social services to help them successfully stay in their communities.

The City expects to track a series of metrics accomplished by the increased Code Enforcement team. It is expected that having two officers who are able to concentrate on our most troublesome properties, especially Zombie properties. The City will be able to issue more successful exterior/ building maintence code violations therefore either increasing the income stream needed to support those Officers long-term, or hopefully, provide the financial incentive to property owners to fix their properties, reducing the long-term need for increased code enforcement. The metrics will include regular accounting, through our existing IPS software

package, of violations issued, dates and times of follow up activities, and eventually success of cases taken to court. IPS also allows us to track the fines collected as a monetary metric that also provides an opportunity to retain these officers after the 12-month period is up.

## "Zombie" and Vacant Properties Remediation and Prevention Initiative

**Narrative Question 5: Proposed Use of Grant Funds**

**Instructions:**

In the tables for (1) "Expenses by Function," please provide proposed expenses in each applicable expense function for the total grant amount requested. In the table for (2) "Expenses by Program Category," please break down your proposed expenses by program category. The "Total Expenses" in (1) and (2) should equal each other.

**1. EXPENSES BY FUNCTION**

**A. Operations Expenses**

| | | |
|---|---|---|
| Salaries | $ | 83,216.00 |
| Fringe | $ | 55,966.98 |
| Travel | $ | - |
| Office Overhead | $ | - |
| Other (please specify): | $ | - |

**B. Program Expenses**

| | | |
|---|---|---|
| Community outreach & meetings | $ | - |
| Staff training & conferences | $ | 2,400.00 |
| Software, hardware & tech support | $ | 7,680.00 |
| Research | $ | - |
| Consultants | $ | - |
| Other (please specify): | $ | - |
| **TOTAL EXPENSES** | **$** | **149,262.98** |

**2. EXPENSES BY PROGRAM CATEGORY**

| | | |
|---|---|---|
| i. Updating and maintaning property database and/or map | $ | 18,078.30 |
| ii. Increasing municipal enforcement capacity | $ | 78,991.06 |
| iii. Researching innovative local policy | $ | 3,479.57 |
| iv. Developing sustainable strategies | $ | - |
| v. Mortage modifications/deeds in lieu | $ | - |
| vi. Vacant property task force | $ | 13,918.30 |
| vii. Homeowner/ Tenant retention/outreach | $ | 34,795.75 |
| viii. Other (please specify): | $ | - |
| **TOTAL EXPENSES** | **$** | **149,262.98** |

RESOLUTION NO.: _____- 2016

OF

SEPTEMBER 12, 2016

A RESOLUTION AUTHORIZING THE AWARD OF A BID AND THE EXECUTION OF A CONTRACT WITH WILLIAM J. KELLER & SONS CONSTRUCTION CORP. IN THE AMOUNT OF $564,300.00 TO CONSTRUCT PHASE 1 OF THE SKATEBOARD PARK IN THE DELANO-HITCH RECREATION PARK

WHEREAS, the City of Newburgh duly re-advertised for bids in connection with the construction of a Skateboard Park located in the Delano-Hitch Recreation Park; and

WHEREAS, two (2) bids were received and opened; and

WHEREAS, based on a review of the bids, it is recommended that the City award said contract to William J. Keller & Sons Construction Corp. in the amount of $564,300.00; and

WHEREAS, it is further recommended that the City set aside an additional five (5%) percent to account for any change orders during construction; and

WHEREAS, funding for the Project will be derived from CDBG and CDBG Program Income subject to permission the U.S. Department of Housing and Urban Development to draw down said funds;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for construction of Phase 1 of a Skateboard Park located in the Delano-Hitch Recreation Park, be and it is hereby awarded to William J. Keller & Sons Construction Corp. at a cost of $564,300.00; and

BE IT FURTHER RESOLVED, that the City Manager be and he is hereby authorized to enter into a contract, including terms and conditions as may be required by the Corporation Counsel and City Engineer, for such work in this amount; and

BE IT FURTHER RESOLVED, that the City Manager be and he is hereby authorized to execute all related contracts and change orders up to five (5%) percent of the bid amount.

# UNOFFICIAL LOW-BID TABULATION

## CITY OF NEWBURGH, NY

PROJECT NAME: Newburgh Skatepark Project - Bid #12.15 BID OPENING: Friday, November 20, 2015 at 11:00 a.m.

Bid Opening: Began at 11:02 a.m. and closed at 11:13 a.m.

Present: Sr. Account Clerk Anna Marie Calli; City Comptroller John J. Aber; Jason C. Morris, City Engineer; Administrative Assistant Elizabeth D. Garrison; City Planner Ali Church; Director of Planning & Development Deirdre Glenn

| | Bidder Name | Time Stamped | Sealed & Clearly Marked | Original & One Copy | City Form | Acknowledgment of Addendum #1 | Total Base Bid | Add Alt. #1 | Unsuitable Material Disposal (500 cu. yds.) price per cu. yds.: | Suitable Fill price per cu. yds.: | Non-Collusion Bidding Affidavit | Form of Security | Bidder's Qualifications | Worker's Compensation Affidavit | Apprenticeship Certification *(if ≥ $250,000)* | Section 3 Plan (if ≥ $200,000) | Iranian Divestment Act |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | VMJR Companies | 11/20 @ 10:45 am | √ | Original only | √ | √ | $743,200.00 | $19,000.00 | $35.00 | $45.00 | √ | Bond on City Form | √ | √ | √ | √ | √ |
| 2 | Wm. J. Keller & Sons Construction Corporation | 11/20 @ 10:14 am | √ | Original only | √ | √ | $548,300.00 | $16,000.00 | $30.25 | $39.20 | Not fully executed | Bond on City Form | √ | √ | √ | √ | √ |

Bid Tabulation
EDG

**RESOLUTION NO.: _____ - 2016**

**OF**

**SEPTEMBER 12, 2016**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH AUCTIONS INTERNATIONAL, INC. TO PROVIDE LIQUIDATION SERVICES TO THE CITY OF NEWBURGH**

**WHEREAS**, the City of Newburgh from time to time has surplus vehicles, machinery and other equipment which is no longer needed for City purposes; and

**WHEREAS**, such property may have some inherent commercial value to private parties; but cannot be used by the City departments or agencies; and the City has no efficient means of storing, preserving, using or otherwise deriving value from such property; and

**WHEREAS**, Auctions International, Inc. is an experienced and proven online government surplus sales service provider which sells items to anyone on the public site; and

**WHEREAS**, Auctions International, Inc. only charges for the items sold and buyer's premium with no charge to the municipality; and

**WHEREAS**, entering into such a contract would generate revenue for the City of Newburgh from property which would otherwise go to waste, and thus would be in the best interests of the City of Newburgh;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager of the City of Newburgh be and he is hereby authorized to enter into an agreement with Auctions International, Inc. to provide liquidation services to the City of Newburgh, with such other terms and conditions as may be required by Corporation Counsel, same as being in the best interest of the City of Newburgh.

# ONLINE AUCTION CONTRACT - AGREEMENT FOR SALE OF GOVERNMENT ASSETS BY ONLINE AUCTION

This Agreement made on ___ /___ / 20____, between _____, hereafter called "Seller", and Auctions International, Inc., 11167 Big Tree Road, East Aurora, NY 14052, hereafter called "Auctioneer":

The Auctioneer hereby agrees to use professional skills, knowledge, and experience to the best advantage of both parties in preparing for and conducting the sale. All auction items will be sold "As-Is, Where-Is", subject to the Seller's terms.

The Seller agrees to provide Titles, Keys and all other Proof of Ownership to customers who present a paid invoice from Auctions International, and release the purchased items once the Auctioneer has received full payment for the goods listed and described in detail on provided condition reports, and/or provided by electronic means to Auctioneer.

## GOVERNMENT VEHICLES, MACHINERY, EQUIPMENT AND ALL OTHER SURPLUS ASSETS

The Seller agrees to provide merchantable title (with no liens or encumbrances) for motor vehicles, and agrees to write-in the purchase information on the back of any titles issued to purchasers (as required by law) . The Seller furthermore agrees not to sell listed merchandise before the term of the online auction is complete, under any circumstances.

The Auction is to be held online at www.AuctionsInternational.com, beginning and closing on mutually agreed dates and times. The terms and prices of this contract shall remain in effect for two (2) years after the agreement is executed, based on the needs of the Seller. Notwithstanding the foregoing, the Seller may terminate this contract at any time for convenience.

It is agreed that all listed merchandise be sold to the highest bidder, "as-is", "where-is", with no warranty expressed, implied or otherwise, and with the Government Seller retaining the right to reject any bids that are insufficient. Seller agrees to specify a minimum acceptable price on each rejected bid, which will be posted on the 'Past Prices' page of the Auctioneer's website.

Purchaser's will be required to pay a 4% buyer's premium for vehicles and equipment sold within two (2) years of the manufacture date, a 5% buyer's premium for vehicles and equipment within three (3) years of the manufacture date, or a 10% buyer's premium for all older equipment to be added to the successful high bid prices, which will constitute the Auctioneer's compensation for these services. There is NO commission charged to the seller.

The Auctioneer will conduct auction(s) at no-cost to the Seller, provided the Seller takes photos and descriptions of the merchandise, and provides this information to the Auctioneer's staff. The Auctioneer reserves the right to combine low-value merchandise into larger online auction lots as necessary, based on past experience with such items.

If requested by the Seller, the Auctioneer's staff will travel to the Seller's facilities to obtain photos and condition reports of the Seller's items, for the following listing fees: Thirty dollar ($30) fee for each motorized vehicle/equipment, and Five dollar ($5) fee for each auction lot that is not a motor vehicle. These listing fees will be deducted from the sale proceeds, before final payment is made to Seller.

The Auctioneer will mail a check to the Seller for all proceeds collected within fifteen (15) business days after the Seller approves the bids for the sale items and all monies are collected, along with an accounting summary. In the event of a bidder's refusal or failure to pay for their invoiced items, the Auctioneer will offer the unsold merchandise to the backup bidder, and the reneging bidder will be banned from future auctions. If the backup bidder does not take the merchandise for the backup bid price, then the merchandise will revert back to possession of the seller, after a reasonable time has been allowed for the backup bidder to get their payment to the Auctioneer. At the request of the Seller, any unsold merchandise can be re-listed in a future online auction. At no cost to the seller.

INDEPENDENT STATUS. That during the existence of this agreement, the Auctioneer shall remain an individual, independent contractor, retaining its separate identity and shall in no way be considered a division, department or agent of the Seller's agency or organization.

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

ENTIRE AGREEMENT. This Agreement constitutes the entire agreement among the parties with respect to the subject matter of this Agreement, and supersedes any and all prior understandings and agreements, whether written or oral, and all prior dealings of the parties with respect to the subject matter of this Agreement.

(x)_____ _____ _____

Seller's Authorizing Signature | Printed Name and Agency Title | Telephone Number

(x)_____

Seller's Agency Payment Address (Check will be made out and mailed to Seller from Auctioneer for payments received)

(x)_____

Seller's E-Mail Address

(x) Marc Smith Marc Smith _____ _____

Auctioneer's Signature | Auctioneer's Printed Name | Seller's County

Jan-16

**RESOLUTION NO.: _____-2016**

**OF**

**SEPTEMBER 12, 2016**

**A RESOLUTION APPOINTING CHARLES "CHUCK" THOMAS AS CHAIRMAN AND MARCEL BARRICK AS A MEMBER OF THE CONSERVATION ADVISORY COUNCIL**

**WHEREAS,** the City Council of the City of Newburgh adopted Local Law No. 1-2013 of August 19, 2013 which added Chapter 159 of the City Code of Ordinances entitled "Conservation Advisory Council"; and

**WHEREAS,** Section 159-4(C) provides for the City Council to appoint a chairman of the Conservation Advisory Council; and

**WHEREAS,** the Conservation Advisory Council has recommended that the City Council appoint Charles "Chuck" Thomas as the Chairman to replace Richard Harper who resigned as Chairman and Member; and

**WHEREAS,** Marcel Barrick has submitted a letter of interest to serve as a Member of the Conservation Advisory Council and to complete term of Mr. Harper which expires on November 30, 2017;

**WHEREAS,** the City Council finds that appointing Charles "Chuck" Thomas as the Chairman of the Conservation Advisory Council and appointing Marcel Barrick as a Member of the Conservation Advisory Council 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 Charles "Chuck" Thomas be and he hereby is appointed as Chairman of the Conservation Advisory Council; and

**BE IT FURTHER RESOLVED,** by the Council of the City of Newburgh, New York that Marcel Barrick be and is hereby appointed to the Conservation Advisory Council to complete the term of Mr. Harper which term expires on November 30, 2017; and

**BE IT FURTHER RESOLVED**, that these appointments shall take effect immediately.

DRAFT

**RESOLUTION NO.: _____ - 2016**

**OF**

**SEPTEMBER 12, 2016**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH OPPOSING THE ESTABLISHMENT OF ANCHORAGE GROUNDS IN THE HUDSON RIVER BY THE UNITED STATES COAST GUARD**

**WHEREAS**, in June 2016, the U.S. Coast Guard announced that it was soliciting comments and concerns from the public on a proposal to establish a large number of anchorage grounds for commercial vessels in the Hudson River that commercial tankers would use as rest stops; and

**WHEREAS**, research shows that the habitats of some fish have been affected by previous anchorage sites. Vessels containing volatile crude oil and petroleum products pose a serious risk. An anchored boat containing these hazardous materials could catch fire or spill toxic oil in the river. The health of communities that use the Hudson River for drinking water will be threatened. The sites would also take a toll on the scenic beauty of our region; at least three locations would block the view from popular tourist attractions. Moreover, many in our community are concerned about the impact of constant noise, light and smoke from anchored boats, as many of the proposed sites are nearby homes and businesses; and

**WHEREAS**, the said proposal would create health, safety environmental and economic problems for Hudson River communities including the City of Newburgh;

**NOW, THEREFORE BE IT RSOLVED**, that the City Council of the City of Newburgh hereby states its firm and unequivocal opposition to the proposed anchorages and urges the U.S. Coast Guard to conduct public meetings and include this document as a statement of our position; and

**BE IT FURTHER RESOLVED,** that the City Clerk of the City of Newburgh, New York forward copies of this resolution to U.S. Senators Charles Schumer and Kirsten Gillibrand and U.S. Representative Sean Patrick Maloney, Governor Andrew Cuomo, Assembly Member Frank Skartados, N.Y. Senator William Larkin, and NY State DEC Commissioner Basil Seggos.

regulations.gov
Your Voice in Federal Decision-Making

# Anchorage Grounds, Hudson River; Yonkers, NY to Kingston, NY

This Proposed Rule document was issued by the **Coast Guard** (USCG)

For related information, **Open Docket Folder**

Comment Now!

Due Sep 7 2016, at 11:59 PM ET

## Action

Advance notice of proposed rulemaking.

## Summary

The Coast Guard is considering establishing new anchorage grounds in the Hudson River from Yonkers, NY, to Kingston, NY. We are considering this action after receiving requests suggesting that anchorage grounds may improve navigation safety along an extended portion of the Hudson River, which currently has no anchorage grounds, allowing for a safer and more efficient flow of vessel traffic. The Coast Guard is seeking comments and information about the operational need for new anchorage grounds and what form possible regulations should take.

## Dates

Comments and related material must be received by the Coast Guard on or before September 7, 2016.

Requests for public meetings must be received by the Coast Guard on or before June 30, 2016.

## Addresses

You may submit comments identified by docket number USCG-2016-0132 using the Federal eRulemaking Portal at *http://www.regulations.gov.* See the "Public Participation and Request for Comments" portion of the SUPPLEMENTARY INFORMATION section for further instructions on submitting comments.

## For Further Information Contact

If you have questions on this document, call or email Mr. Craig Lapiejko, Waterways Management Branch at Coast Guard First

**ID:** USCG-2016-0132-0001

**View original printed format:** PDF

### Document Information

**Date Posted:**
Jun 9, 2016

**RIN:**
Not Assigned

**CFR:**
33 CFR Part 110

**Federal Register Number:**
2016-13701

**Show More Details**

### Comments

1,946
Comments Received *

*I oppose adding more commercial anchorages in the Hudson River upstream of Yonkers, NY. There are plenty of docking and anchorage areas closer to the NY harbor...*
View Comment

*To Whom It May Concern, I can not believe after all the work that has been done to make the Hudson River*

District, telephone 617-223-8351, email *craig.d.lapiejko@uscg.mil.*

## Supplementary Information

### Table of Acronyms

ANPRM Advance notice of proposed rulemaking

DHS Department of Homeland Security

FR Federal Register

NAD 83 North American Datum of 1983

### A. Public Participation and Request for Comments

We view public participation as essential to effective rulemaking, and will consider all comments and material received during the comment period. Your comments can help shape the outcome of this possible rulemaking. If you submit a comment, please include the docket number for this rulemaking, indicate the specific section of this document to which each comment applies, and provide a reason for each suggestion or recommendation.

We encourage you to submit comments through the Federal eRulemaking Portal at *http://www.regulations.gov.* If your material cannot be submitted using *http://www.regulations.gov,* contact the person in the FOR FURTHER INFORMATION CONTACT section of this document for alternate instructions.

We accept anonymous comments. All comments received will be posted without change to *http://www.regulations.gov* and will include any personal information you have provided. For more about privacy and the docket, you may review a Privacy Act notice regarding the Federal Docket Management System in the March 24, 2005, issue of the Federal Register (70 FR 15086).

Documents mentioned in this ANPRM as being available in the docket, and all public comments, will be in our online docket at *http://www.regulations.gov* and can be viewed by following that Web site's instructions. Additionally, if you go to the online docket and sign up for email alerts, you will be notified when comments are posted and if we publish rulemaking documents related to this ANPRM.

### B. Regulatory History and Information

Under title 33 Code of Federal Regulation (CFR) 109.05, U.S. Coast Guard District Commanders are delegated the authority to establish anchorage grounds by the Commandant of the U.S. Coast Guard. The Coast Guard establishes Anchorage Grounds under the authority in Section 7 of the act of March 4, 1915, as amended (38 Stat. 1053; 33 U.S.C. 471), and places these regulations in title 33 CFR part 110, subpart B. Hudson River Anchorage Ground regulations were last amended by

*cleaner that this proposal would even be considered...*
View Comment

*Craig Lapiejko Waterways Management Branch Coast Guard First District 408 Atlantic Avenue Boston, MA 02110 Re: U.S. Coast Guard Advanced Notice of Public...*
View Comment

### Docket Information

*This document is contained in*
USCG-2016-0132

**Related Dockets:**
None

**Related RINs:**
None

**Related Documents:**
None

**Related Comments:**
View all

* This count refers to the total comment/submissions received on this *document*, as of 11:59 PM yesterday. Note: Agencies review all submissions, however some agencies may choose to redact, or withhold, certain submissions (or portions thereof) such as those containing private or proprietary information, inappropriate language, or duplicate/near duplicate examples of a mass-mail campaign. This can result in discrepancies between this count and those displayed when conducting searches on the Public Submission document type. For specific information about an agency's public submission policy, refer to its website or the Federal Register document.

Document text and images courtesy of the Federal Register

rules published on March 31, 2016, January 15, 2015, and on July 20, 1999; these are 81 FR 18494, 80 FR 2011, and 64 FR 38828, respectively. The Coast Guard is now considering a proposed rulemaking to establish new anchorage grounds in the Hudson River.

## C. Basis and Purpose

The legal basis and authorities for this ANPRM are found in 33 U.S.C. 471, 1221 through 1236, and 2071, as well as 33 CFR 1.05-1 and Department of Homeland Security Delegation No. 0170.1, which collectively authorize the Coast Guard to propose, establish, and define regulatory anchorages. The Coast Guard is considering establishing new anchorage grounds.

The Coast Guard received requests from the Maritime Association of the Port of NY/NJ Tug and Barge Committee, the Hudson River Port Pilot's Association, and the American Waterways Operators to consider establishing new anchorage grounds on the Hudson River. The purpose of this ANPRM is to solicit comments on potential proposed rulemakings to increase the available anchorage grounds on the Hudson River in areas which currently have no anchorages.

## D. Discussion of Possible Proposed Rule

The Coast Guard is considering proposing to establish new anchorage grounds on the Hudson River. The anticipated users of the proposed anchorage grounds are commercial vessels and their attending tug, tow, or pushboats.

The approximate depths of the proposed anchorage grounds range from 21 feet to 65 feet, which would accommodate a variety of vessel types and configurations, and would not interfere with the areas where vessels have historically transited the Hudson River. Preliminary details describing these contemplated anchorage grounds are provided below using coordinates based on North American Datum of 1983 (NAD 83). Illustrations showing the locations of these anchorage grounds are available in the docket.

### Contemplated Kingston Flats South Anchorage Ground

We are considering proposing that a Kingston Flats South Anchorage Ground would cover approximately 279 acres for up to three vessels with a draft of less than 22 feet for long term usage. It would provide a vessel swing radius of approximately 1,300 feet for one vessel and of approximately 1,800 feet for two vessels. The contemplated anchorage ground would encompass waters within lines connecting the following points: 41-56.79′ N., 073-57.24′ W.; thence to 41-56.78′ N., 073-56.85′ W.; thence to 41-55.81′ N., 073-56.95′ W.; thence to 41-55.81′ N., 073-57.42′ W.; thence to the point of origin (NAD 83).

### Contemplated Port Ewen Anchorage Ground

We are considering proposing that a Port Ewen Anchorage Ground would cover approximately 47 acres for one vessel with a draft of less than 30 feet for short term usage. It would provide a vessel swing radius of approximately 1,200 feet. The contemplated anchorage ground would encompass waters within lines connecting the following points: 41-54.85′ N., 073-57.85′ W.; thence to 41-54.79′ N., 073-57.59′ W.; thence to 41-54.58′ N., 073-57.64′ W.; thence to 41-54.57′ N., 073-57.95′ W.; thence to the point of origin (NAD 83).

### Contemplated Big Rock Point Anchorage Ground

We are considering proposing that a Big Rock Point Anchorage Ground would cover approximately 208 acres for up to four vessels with a draft of less than 35 feet for long term usage. It would provide a vessel swing radius of approximately 1,200 feet for each vessel. The contemplated anchorage ground would encompass waters within lines connecting the following points: 41-54.25′ N., 073-58.04′ W.; thence to 41-54.31′ N., 073-57.76′ W.; thence to 41-53.79′ N., 073-57.55′ W.; thence to 41-53.40′ N., 073-57.25′ W.; thence to 41-53.21′ N., 073-57.45′ W.; thence to 41-53.68′ N., 073-57.80′ W.; thence to the point of origin (NAD 83).

### Contemplated Roseton Anchorage Ground

We are considering proposing that a Roseton Anchorage Ground would cover approximately 305 acres for up to three vessels with a draft of less than 40 feet for long term usage. It would provide a vessel swing radius of approximately 1,700 feet for each vessel. The contemplated anchorage ground would encompass waters within lines connecting the following points: 41-33.46′ N., 073-58.71′ W.; thence to 41-33.41′ N., 073-58.27′ W.; thence to 41-32.92′ N., 073-58.77′ W.; thence to 41-32.41′ N., 073-59.21′ W.; thence to 41-32.65′ N., 073-59.47′ W.; thence to 41-33.12′ N., 073-59.11′ W.; thence to the point of origin (NAD 83).

### Contemplated Milton Anchorage Ground

We are considering proposing that a Milton Anchorage Ground would cover approximately 74 acres for up to two vessels with a draft of less than 40 feet for long term usage. It would provide a vessel swing radius of approximately 1,200 feet for each vessel. The contemplated anchorage ground would encompass waters within lines connecting the following points: 41-38.56′ N., 073-57.02′ W.; thence to 41-38.64′ N., 073-56.72′ W.; thence to 41-38.12′ N., 073-56.79′ W.; thence to 41-37.93′ N., 073-56.88′ W.; thence to 41-38.19′ N., 073-57.05′ W.; thence to the point of origin (NAD 83).

### Contemplated Marlboro Anchorage Ground

We are considering proposing that a Marlboro Anchorage Ground would cover approximately 154 acres for up to three vessels with a draft of less than 35 feet for long term usage. It would provide a vessel swing radius of approximately 1,800 feet for each vessel. The contemplated anchorage ground

would encompass waters within lines connecting the following points: 41-36.68′ N., 073-57.12′ W.; thence to 41-38.82′ N., 073-57.76′ W.; thence to 41-35.88′ N., 073-57.21′ W.; thence to 41-35.87′ N., 073-56.92′ W.; thence to the point of origin (NAD 83).

### Contemplated Newburgh Anchorage Ground

We are considering proposing that a Newburgh Anchorage Ground would cover approximately 445 acres for up to five vessels with a draft of less than 32 feet toward the northern end and less than 22 feet toward the southern end for long term usage. It would provide a vessel swing radius of approximately 1,800 feet for each vessel. The contemplated anchorage ground would encompass waters within lines connecting the following points: 41-29.75′ N., 073-59.98′ W.; thence to 41-29.96′ N., 073-59.48′ W.; thence to 41-28.38′ N., 073-59.94′ W.; thence to 41-28.29′ N., 074-00.20′ W.; thence to the point of origin (NAD 83).

### Contemplated Tompkins Cove Anchorage Ground

We are considering proposing that a Tomkins Cove Anchorage Ground would cover approximately 98 acres for up to three vessels with a draft of less than 40 feet for long term usage. It would provide a vessel swing radius of approximately 1,200 feet for each vessel. The contemplated anchorage ground would encompass waters within lines connecting the following points: 41-15.91′ N., 073-58.51′ W.; thence to 41-15.91′ N., 073-58.21′ W.; thence to 41-15.27′ N., 073-58.38′ W.; thence to 41-15.28′ N., 073-58.65′ W.; thence to the point of origin (NAD 83).

### Contemplated Montrose Point Anchorage Ground

We are considering proposing that a Montrose Point Anchorage Ground would cover approximately 127 acres for up to three vessels with a draft of less than 26 feet for long term usage. It would provide a vessel swing radius of approximately 1,400 feet for each vessel. The contemplated ground would encompass waters within lines connecting the following points: 41-14.02′ N., 073-57.45′ W.; thence to 41-14.09′ N., 073-57.15′ W.; thence to 41-31.10′ N., 073-57.00′ W.; thence to 41-13.18′ N., 073-56.60′ W.; thence to the point of origin (NAD 83).

### Contemplated Yonkers Extension Anchorage Ground

We are considering proposing that a Yonkers Extension Anchorage Ground would cover approximately 715 acres for up to 16 vessels with a draft of less than 35 feet for long term usage. It would provide a vessel swing radius of approximately 1,200 feet for each vessel. The contemplated anchorage ground would encompass waters within lines connecting the following points: 41-00.60′ N., 073-53.61′ W.; thence to 41-00.60′ N., 073-53.31′ W.; thence to 40-58.05′ N., 073-53.96′ W.; thence to 40-56.96′ N., 073-54.39′ W.; thence to 40-57.02′ N., 073-54.71′ W.; thence to 40-58.11′ N., 073-54.25′ W.; thence to the point of origin (NAD 83).

## E. Information Requested

Public participation is requested to assist in determining the best way forward with respect to establishing new anchorage grounds on the Hudson River between Yonkers, NY, to Kingston, NY. To aid us in developing a possible proposed rule, we seek any comments, whether positive or negative, including but not limited to the impacts anchorage grounds may have on navigation safety and current vessel traffic in this area, the proposed number and size of vessels anchoring in each proposed anchorage ground, and the authorized duration for each vessel in each proposed anchorage ground. We are also seeking comments on any additional locations where anchorage grounds may be helpful on the Hudson River or any recommended alterations to the specific locations considered in this notice. Please submit any comments or concerns you may have in accordance with the "Public Participation and Request for Comments" section above.

L.L. Fagan,
Rear Admiral, U.S. Coast Guard, Commander First Coast Guard District.

[FR Doc. 2016-13701 Filed 6-8-16; 8:45 am]
BILLING CODE 9110-04-P

**RESOLUTION NO.: _____ - 2016**

**OF**

**SEPTEMBER 12, 2016**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH REQUESTING THAT NEW YORK STATE COMMENCE BLOOD TESTING FOR PFOS AT NO COST TO ALL CITY OF NEWBURGH RESIDENTS**

**WHEREAS**, it has been determined that the drinking water in the City of Newburgh is contaminated with perfluorooctane sulfonic acid (PFOS) and has been found in both Silver Stream and Washington Lake, two of the City's main sources of drinking water at levels ranging from 140 to 170 parts per trillion well above the Environmental Protection Agency's recently established a health advisory level of 70 parts per trillion for PFOS; and

**WHEREAS**, PFOS is believed to be carcinogenic and is known to be toxic to the liver and immune system and can adversely affect thyroid hormone levels and lipid metabolism. It can contribute to low birth size, delays in physical development, and dysfunction of the endocrine system. PFOS can take years for the human body to metabolize and it can adversely impact the health of people who have consumed it years after it has entered their systems; and

**WHEREAS**, many residents of the City of Newburgh are impoverished and do not have health insurance or access to adequate healthcare, which further exacerbates the problem of PFOS exposure; and

**WHEREAS**, New York State previously has committed to assist the City of Newburgh with obtaining water from the Catskill Aqueduct and to build a filtration plant that will remove the PFOS and allow the city to resume using Washington Lake and Silver Stream as a water supply; and indications point to the source of the contamination as being the New York State Air National Guard Base at Stewart Airport in Newburgh NY; and New York State previously administered a biomonitoring study in Village of Hoosick Falls and the Town of Hoosick for a related chemical, PFOA;

**NOW, THEREFORE BE IT RESOLVED**, that the City Council of the City of Newburgh hereby officially request that the Governor of the State of New York provide to all residents of the City of Newburgh free blood testing for PFOS chemicals, at the earliest possible time; and

**BE IT FURTHER RESOLVED,** that the City Clerk of the City of Newburgh, New York forward copies of this resolution to U.S. Senators Charles Schumer and Kirsten Gillibrand and U.S. Representative Sean Patrick Maloney, Governor Andrew Cuomo, Assembly Member Frank Skartados, N.Y. Senator William Larkin, and NY State DEC Commissioner Basil Seggos.

Agenda Item 30.

**Mid-Broadway Redevelopment Project Update**

(Mill St. Partners)

**Background:**
Please see request of Mill Street Partners to provide a Project update to the Council and request changes to the parking regulations in connection with the site plan application pending before the Planning Board.

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Letter from Mill Street Partners requesting to be added to the agenda | 9/1/2016 | Backup Material |

ZARIN & STEINMETZ

David J. Cooper
Jody T. Cross ▪
Michael J. Cunningham ▪
Marsha Rubin Goldstein
Helen Collier Mauch ▪
Zachary R. Mintz ▪
Matthew R. Pisciotta ▪
Daniel M. Richmond
Kate Roberts
Brad K. Schwartz
Lisa F. Smith ▪
David S. Steinmetz ▪
Michael D. Zarin

▪ Also admitted in D.C.
▪ Also admitted in CT
▪ Also admitted in NJ

August 30, 2016

***Via Electronic and Overnight Mail***

Michael G. Ciaravino
City Manager
City of Newburgh
City Hall
83 Broadway
Newburgh, New York 12550

***Re: Mill Street Partners, LLC – Mid Broadway Redevelopment Opportunity***

Dear Mr. Ciaravino:

As you know, this firm represents Mill Street Partners, LLC ("Mill Street") in connection with the Mid Broadway Redevelopment Opportunity ("Project"). We are writing to request that you place this matter on the City Council's September 8, 2016 Work Session Agenda.

Pursuant to the Development Agreement (as amended) between Mill Street and the City, we would like to update the City Council on the Planning Board's progress in its review of Mill Street's Site Plan Application. Over the last eight (8) months, the Planning Board has compiled a strong Administrative Record supporting the approval of Mill Street's Site Plan Application in furtherance of the Project. We anticipate that the Planning Board will be in a position to complete its review at its September 20, 2016 Regular Meeting. During the Work Session we can review with the City Council the various reports and assessments contained in this Administrative Record.

In addition, Mill Street would like to discuss with the City Council changing the on-street parking requirements in a limited area in the vicinity of the Site in order to accommodate fire apparatus "setup areas." The City Engineering Department, in conjunction with the City Fire Department, is recommending that fire apparatus setup areas be created on either side of Mill Street's proposed building by re-designating several parking spaces on Lander Street and Johnston Street as "No Parking" areas. This would ensure safe fire access on all sides of the building.

The aforementioned public safety improvement would require a Resolution from the City Council modifying Schedule XIII of the City's Vehicle and Traffic Ordinance adding the setup areas as a "Parking Prohibited at all Times" location. A representative of Tectonic Engineering, Mill Street's Engineer, will be present at the Work Session to review the proposed

layout of the setup areas. In addition, we would request that the City Engineer attend the Work Session to answer any questions the City Council may have on this topic.

Mill Street would also be able to update the City Council on its progress with securing public funding for the Project. New York State is encouraging Mill Street to submit an application by its October 6, 2016 deadline for its competitive 9% LIHTC funding program. Mill Street will need to include with its funding application a "resolution[] of support" from the City Council. Pursuant to Section 3.02 of the Development Agreement, we would respectfully request that a Resolution similar to the Resolution of Support adopted by the City Council in 2013 (Resolution No. 241-2013) be prepared for the City Council to adopt at its next Regular Meeting. Mill Street's Principals will be attending the Work Session to provide the City Council with more detail on their discussions with New York State.

Finally, we would like to acknowledge receipt of the executed Proxy Statement required for the Planning Board to complete its review of the Project. We note that this Proxy Statement differs slightly from the boilerplate form typically utilized by the Planning Board, including language indicating that the City possesses at-will revocation authority. While we acknowledge that the City may have felt compelled to modify the Proxy Statement in order to preserve its rights under the Development Agreement, we must emphasize that the City does not possess an at-will right to revoke such Proxy. Any revocation of the Proxy is expressly subject to the Parties' other provisions in the Development Agreement, such as the joint commitment to "successfully consummate the Development," as well as the "Term" of the Agreement.

We look forward to meeting with you and the City Council on September 8, 2016. In the meantime, please do not hesitate to contact us if any further information is required ahead of this meeting.

Very truly yours,

ZARIN & STEINMETZ

By: _____
Michael D. Zarin
David J. Cooper

cc (via email):
Mayor Judy Kennedy
Members of the Newburgh City Council
Michelle Kelson, Esq.
Robert H. Feller, Esq.
Patrick Normoyle & Magnus Magnusson, Mill Street Partners

# Rental Dwelling License Application

City of BROOKLYN CENTER
6301 Shingle Creek Parkway, Brooklyn Center, MN 55430
Phone 763-569-3300 Fax 763-569-3494 www.cityofbrooklyncenter.org

**Type of Dwelling:**

**License Fees for Dwelling:**
Acct No: license 10100-4205; conversion 10100-4402

_____ Single Family/Townhome ..... $900 ($400 license fee and $500 conversion fee)
_____ Condo ..... $400
_____ Two Family..... $200 per unit (plus $500 conversion fee, if applicable)
_____ Multiple Family _____ # of Buildings _____ # of Units ..... $200/building, plus $18/unit; $450/minimum

**Address(es) of Dwelling(s):** _____

**Complex Name if Multi-Family:** _____

**Complete name, address, telephone number, e-mail address, and birth date. A company or corporate name is not acceptable (refer to Section 12-903). Use additional sheets if necessary. Information is collected to determine eligibility for license. FAILURE TO PROVIDE INFORMATION REQUESTED MAY RESULT IN DENIAL OF APPLICATION.**

**Name:** _____
*Last* *First* *Middle*

**Address:** _____
*Street*

_____
*City* *State* *County* ** *Zip Code*

**Date of Birth:**_____ **E-Mail:**_____

**Phone No.:**_____ **Cell No.:**_____

The undersigned hereby applies for a Rental Dwelling License and acknowledges receipt of a copy of City Ordinance Chapter 12; acknowledges the provisions of this Ordinance have been reviewed; and attests the subject premises will be operated and maintained according to the requirements contained therein, subject to applicable sanctions and penalties. The undersigned further agrees the subject premises may be inspected by the Compliance Official as provided in Section 12-1001; certifies that he/she is current on the payment of all utility fees, taxes, assessments, fines, penalties, or other financial claims due to the City on the subject premises and on other rental real property in the City that he/she owns; certifies that all tenant leases will contain the Lease Addendum for Crime-Free/Drug-Free Housing; and acknowledges that he/she will submit a Crime Free Housing Program certificate within 120 days of signing this application.

I _____ being first duly sworn, upon his/her oath, deposes and says that he/she is the
*print owner's name*
person who has executed the foregoing application and that the statements made herein are true of his/her own knowledge and belief.

**Notarized Signature of Owner** _____ **Date:**_____

**Notary Public Signature** _____ **County** _____

**Subscribed and sworn to before me this** _____ **day of** _____ **20**_____

Number, Type, and Size of Dwelling Units:

A. ___Single Family @_____Sq. Ft. Living Area; _____Bedrooms
B. ___Two Family (Duplex) @_____Sq. Ft. Living Area/Unit; _____Bedrooms
C. ___Townhouse @_____Sq. Ft. Living Area/Unit; _____Bedrooms
D. ___Multiple Dwellings _____Number of dwelling buildings

___Efficiency Units @___Sq. Ft./Unit
___1 Bedroom Units @___Sq. Ft./Unit
___2 Bedroom Units @___Sq. Ft./Unit
___3 Bedroom Units @___Sq. Ft./Unit
___4 Bedroom Units @___Sq. Ft./Unit
_____Total Dwelling Units in Multiple Dwellings

**Number of Tenants**_____

**Caretaker/Property Manager:** Provide 24-hour property contact information, including name, address, e-mail address, and telephone number of the Management Company and/or Caretaker/Manager on the premises.

Name:_____

Address:_____

E-Mail:_____

Phone No.:_____ Cell No._____

** **Local Agent:** required if owner lives outside the Minnesota counties of **Hennepin, Ramsey, Anoka, Carver, Dakota, Scott, or Washington.** Provide name, address, e-mail address, telephone number, and **Notarized Signature of Local Agent**

Name:_____

Address:_____

City, State, County, Zip Code:_____

E-Mail Address:_____

Phone No.:_____ Cell No.:_____

Notarized Signature of Local Agent:_____

Subscribed and sworn to before me this:_____ day of _____ 20_____

Notary Public Signature: _____

County:_____ My Commission Expires:_____

**Notice to Applicants:**

- The Compliance Official must be notified in writing within ten business days of any transfer of legal control and ownership.
- Owners of multiple dwellings must post the license or certificate (Section 12-907) and must maintain an occupancy register (Section 12-909).
- An inspection of your rental property is required. Once the City has received your rental license application and fee, a rental property inspection will be scheduled or you may contact the Building and Community Standards Department to schedule your inspection at 763-569-3344.
- License fees are non-refundable (Section 12-902).

City of Brooklyn Center
MINNESOTA BUSINESS TAX IDENTIFICATION NUMBER

Pursuant to Minnesota Statute 270C.72, subd. 1 Tax Clearance; Issuance of Licenses, the City of Brooklyn Center is required to provide to the Minnesota Commissioner of Revenue your Minnesota business tax identification number and the social security number of each license applicant. Under the Minnesota Government Data Practices Act and the Federal Privacy Act of 1974, we are required to advise you of the following regarding the use of this information:

1. This information may be used to deny the issuance, renewal, or transfer of your license in the event you owe the Minnesota Department of Revenue delinquent taxes, penalties, or interest;
2. Upon receiving this information, the licensing authority will supply it only to the Minnesota Department of Revenue. However, under the Federal Exchange of Information Agreement, the Department of Revenue may supply this information to the Internal Revenue Service;
3. Failure to supply this information may jeopardize or delay the processing of your licensing issuance or renewal application.

Please supply the following information and return along with your application to the City of Brooklyn Center. DO NOT RETURN TO THE DEPARTMENT OF REVENUE.

X License being applied for or renewed:_____

X License renewal date:_____

X* **PERSONAL INFORMATION (if applicable*) Please Print:**

Applicant's Name:_____

Applicant's Address:_____

(Address, City, State, and Zip)

Social Security Number:_____

X* **BUSINESS INFORMATION (if applicable*) Please Print:**

Business Name:_____

Contact Person:_____

Business Address:_____

(Address, City, State, and Zip)

**If a Minnesota Tax Identification Number is not required, please explain on the reverse side.**

X Federal Tax Identification Number:_____

X Minnesota Tax Identification Number:_____

_____

Signature Position (Officer, Partner, etc.) Date

City of Brooklyn Center
www.cityofbrooklyncenter.org
6301 Shingle Creek Parkway, Brooklyn Center, Minnesota 55430-2199
Phone 763.569.3300 TTY/Voice 711 Fax 763.569.3494

# RENTAL DWELLING LICENSE APPLICANTS

The following items must be returned for your rental application to be processed:

- ☐ A completed *Rental Dwelling License Application*. If you are a landlord who lives outside of the Twin City service area (Minnesota counties Hennepin, Ramsey, Anoka, Carver, Dakota, Scott, or Washington) a local agent is required. Birth dates are required for legal purposes and no City license can be issued without this information. No Post Office boxes will be accepted without a current owner address. All signatures must be notarized; Notary Public services are available at City Hall – photo identification is required.

- ☐ A completed *Minnesota Business Tax Identification Number*. If you are applying as an individual, you must complete the personal information section and include your social security number. If you are applying as a business, you must complete the business information section and include your Minnesota and Federal tax identification numbers.

- ☐ *Rental License Fee.*
  **Single Family Dwelling**
  $400
  **Two Family Dwelling**
  $200 per unit
  **Multiple Family Dwelling**
  $200—Each Building
  $18—Each Unit
  $450—Minimum Base Fee

- ☐ *A **$500 Conversion Fee** (if applicable)*. All owner-occupied single-family or single-family attached dwellings (townhouse, rowhouse, duplex) that are converted to a rental property or a registered residential vacant building reoccupied as a rental property will be charged a one-time conversion fee.

- ☐ A copy of your *Lease Addendum for Crime-Free/Drug-Free Housing*. A copy of the Lease Addendum for Crime-Free/Drug-Free Housing is available on the City website.

- ☐ A copy of your *Crime Free Rental Housing Program Certification*. Within 120 days of submitting your Rental Dwelling License Application, you are required to attend an eight-hour Crime Free Housing Program seminar for all license types except Type I (see enclosed brochure regarding License Types and Crime Free Housing Program). Times and dates for seminars are available through Minnesota Crime Prevention Association at www.mncpa.net or 651-793-1109.

Licensing Division – Deputy City Clerk – 763-569-3308
Brooklyn Center City website – www.cityofbrooklyncenter.org
E-mail – cityclerk@ci.brooklyn-center.mn.us

City of Brooklyn Center
www.cityofbrooklyncenter.org
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# LICENSE TYPES AND LICENSE PERIOD

**City Code Section 12-910**

Licenses will be issued for a time period according to the License Type. The License Type will be based on compliance with property codes as determined during the licensing health and safety inspection and affected by excessive police service calls for the past year.

**DIAGRAM I**

| Licensing Category | Licensing Period | Min. Inspection Frequency | Crime Free Housing | Plans |
|---|---|---|---|---|
| **Type I** | 3 year | Min. 1 time in 3 years, upon request, or as needed as determined by City | Phase I Recommended | |
| **Type II** | 2 year | Min. 1 time in 2 years, upon request, or as needed as determined by City | Phase I Required | |
| **Type III** | 1 year | Min. 1 time per year, upon request, or as needed as determined by City | Phase I, II Required | Action Plan Required |
| **Type IV Provisional** | 6 months | Min. every 6 months, upon request, or as needed as determined by City, or as otherwise specified by Mitigation Plan | Phase I, II, and III Required | Mitigation Plan Required |

**New Licenses**

Properties that have legally not been required to have a rental license due to new construction or a change from owner-occupied to rental will qualify for a **Type II License**.

Properties found operating without a valid rental license from the City or failing to meet City Code requirements or that have been the subject of enforcement actions such as criminal prosecution or civil penalties for violation of this Chapter, will only qualify for a **Type III License**.

*See other side for Crime Free Housing Program*

City of Brooklyn Center
www.cityofbrooklyncenter.org
6301 Shingle Creek Parkway, Brooklyn Center, Minnesota 55430-2199
Phone 763.569.3300 TTY/Voice 711 Fax 763.569.3494

# CRIME FREE HOUSING PROGRAM

**City Code Section 12-914**

For the purpose of City Code Chapter 12, the Crime Free Housing Program shall mean the nationally recognized program, unless otherwise indicated. The phases of the program include, but are not limited to, the conditions set forth below.

1. **Phase I.** For license categories other than Type I, an owner, manager, or local agent responsible for the operation of the rental property must complete the Phase I training of the Crime Free Housing Program or a similar course approved by the City Manager. Certification as a rental property manager may also satisfy this requirement. Phase I includes the following:
   a. Attend an eight-hour crime-free housing course presented by police, fire, public housing and others.
   b. Use a written lease including the Minnesota Crime Free Housing Lease Addendum.
   c. Check the criminal background of all prospective tenants and, upon request, provide a copy of Third Party Background Check procedures for Tenants.
   d. Actively pursue the eviction of tenants who violate the terms of the lease and/or the Crime Free Lease Addendum.

2. **Phase II.** Includes Phase I plus the following:
   a. Complete a Security Assessment and complete the security improvements recommended. This phase will certify that the rental property has met the security requirements for the tenant's safety.
   b. Attend a minimum of 25 percent of Owners/Managers Association Meetings.

3. **Phase III.** Includes Phases I and II plus the following:
   a. For properties with more than four units, conduct resident training annually for the residents where crime watch and crime prevention techniques are discussed.
   b. For properties with more than four units, hold regular resident meetings.
   c. Attend a minimum of 50 percent of Owners/Managers Association Meetings.
   d. Have no City Code violations that were not resolved in accordance with compliance orders within the past year.

**Crime Free Housing Program**
*Minnesota Crime Prevention Association*
www.mncpa.net 651-793-1109
Visit website or call for training schedule

**Owners/Managers Association Meetings**
*Brooklyn Center City Hall*
6301 Shingle Creek Parkway
10 a.m. 2nd Thursday, every other month beginning January
Call to confirm dates and times – 763-569-3330

*See other side for License Types and License Period*

City of Brooklyn Center
www.cityofbrooklyncenter.org
6301 Shingle Creek Parkway, Brooklyn Center, Minnesota 55430-2199
Phone 763.569.3300 TTY/Voice 711 Fax 763.569.3494

# Rental License Category Criteria Policy – Adopted by City Council 03-08-10

## 1. Determining License Categories.

License categories are based on property code and nuisance violations noted during the initial or renewal license inspection or for a category verification inspection, along with excessive validated police service calls occurring over a year. License categories are performance based and more accurately depict the condition of the property and the City costs of service.

## 2. Fees.

Fee amounts are determined by the costs of the city to license, inspect, monitor and work with the property to ensure category conditions are met. License fees do not include reinspection fees, late fees, charges for criminal or civil enforcement actions, or other penalties.

## 3. Category Conditions.

The licensee or designated agent must meet the category conditions in the time period specified by the City. A licensee must meet all original conditions required by the License Category, even if a subsequent license category is achieved.

## 4. License Category Criteria.

### a. Property Code and Nuisance Violations.

Property code violation rates will be based on the average number of property code violations per unit identified during the licensing inspection or category verification inspection. Property code violations for purposes of determining licensing categories shall include violations of property code and nuisances as defined in Chapter 12, 19, 7 and other applicable local ordinances. The City may, upon complaints or reasonable concerns that the establishment no longer complies with the license category criteria, perform a category verification inspection to the same standards as the license renewal inspection as indicated below.

Inspections will be conducted in conjunction with established department policies. In cases where 100% of the units are not inspected, the minimum inspection standards will be established as follows:

- At least 75% of units will be inspected for properties with 15 or less units.
- At least 25% of units, to include a minimum of 12 units, will be inspected for properties with 16 or more units.

| Property Code and Nuisance Violations Criteria | | |
|---|---|---|
| **License Category** (Based on Property Code Only) | **Number of Units** | **Property Code Violations per Inspected Unit** |
| Type I – 3 Year | 1-2 units | 0-1 |
| | 3+ units | 0-0.75 |
| Type II – 2 Year | 1-2 units | Greater than 1 but not more than 4 |
| | 3+ units | Greater than 0.75 but not more than 1.5 |
| Type III – 1 Year | 1-2 units | Greater than 4 but not more than 8 |
| | 3+ units | Greater than 1.5 but not more than 3 |
| Type IV – 6 Months | 1-2 units | Greater than 8 |
| | 3+ units | Greater than 3 |

**b. Police Service Calls.**

Police call rates will be based on the average number of valid police calls per unit per year. Police incidences for purposes of determining licensing categories shall include disorderly activities and nuisances as defined in Section 12-911, and events categorized as Part I crimes in the Uniform Crime Reporting System including homicide, rape, robbery, aggravated assault, burglary, theft, auto theft and arson.

Calls will not be counted for purposes of determining licensing categories where the victim and suspect are "Family or household members" as defined in the Domestic Abuse Act, Minnesota Statutes, Section 518B.01, Subd. 2 (b) and where there is a report of "Domestic Abuse" as defined in the Domestic Abuse Act, Minnesota Statutes, Section 518B.01, Subd. 2 (a).

| **License Category** | **Number of Units** | **Validated Calls for Disorderly Conduct Service & Part I Crimes** (Calls Per Unit/Year) |
|---|---|---|
| No Category Impact | 1-2 | 0-1 |
| | 3-4 units | 0-0.25 |
| | 5 or more units | 0-0.35 |
| Decrease 1 Category | 1-2 | Greater than 1 but not more than 3 |
| | 3-4 units | Greater than 0.25 but not more than 1 |
| | 5 or more units | Greater than 0.35 but not more than 0.50 |
| Decrease 2 Categories | 1-2 | Greater than 3 |
| | 3-4 units | Greater than 1 |
| | 5 or more units | Greater than 0.50 |

City of Brooklyn Center
www.cityofbrooklyncenter.org
6301 Shingle Creek Parkway, Brooklyn Center, Minnesota 55430-2199
Phone 763.569.3300 TTY/Voice 711 Fax 763.569.3494

# Single Family Property Rental Conversion

***Adopted by City Council December 8, 2008***

***What is a rental conversion fee?***

A rental conversion fee is a one-time, non-refundable $500 fee that is applied to a non-rental single family or single family attached property when it is converted to a rental property. Prior to rental license application, the property was not being used as a rental property or was illegally used as a rental property without a valid City rental license. The fee is collected at the time of the initial rental license application.

***Why is there a rental conversion fee?***

The rental conversion fee helps recover some of the following City costs associated with rental property:

- New license setup.
- Additional staff time for first inspections (typically find more violations, a greater need for more education).
- Development of regulation and educational materials for new landlords and tenants, as well as maintaining current information.
- Cost of new license materials.
- City staff time and resources from multiple departments and prosecution costs required to follow up on unlicensed rental properties and/or violations.
- Various costs to maintain IS/IT systems, accommodate additional licenses and workload.

***To what types of property does the conversion fee apply?***

The rental conversion fee applies to single family, single family attached, and registered vacant properties. Attached houses are considered single family houses as long as the house itself is not divided into more than one housing unit and has an independent outside entrance. A single family house is contained within walls that go from the basement or the ground floor (if there is no basement) to the roof. Townhouses, rowhouses, and duplexes are considered single family attached housing units, as long as there is no household living above another one within the walls that go from the basement to the roof to separate the units.

- Single family houses.
- Single family attached includes a townhome, rowhouse, duplex.
- Registered vacant properties.

**Exceptions**

- New construction that has not been occupied.
- Condominium buildings with common entrance or stacked housing units.
- Duplex not meeting the definition stated above.
- Properties that have been used for rental property and issued a rental license from the city for the immediate prior owner.

***Actions for Noncompliance***

A person who does not pay the rental conversion fee as required by City Ordinance is subject to following:

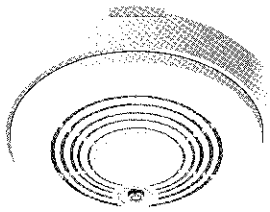
1. Does not qualify for a rental license as required by City Ordinance 12-901.1, and is subject to enforcement actions, and
2. Is in violation of City Ordinance 12-902, and is subject to enforcement actions.

City of BROOKLYN CENTER

# Guidelines for Placement of Smoke Alarms and Carbon Monoxide Alarms

## Smoke Alarms

- All smoke alarms shall be listed and installed in accordance with the provisions of the National Fire Protection Agency (NFPA) 72 and shall conform to the latest UL standards.
- **Hard wired smoke alarms** shall be installed in all **newly constructed residential homes.** (2003 Minnesota State Fire Code Section 907.2.10.1.2 and 2003 Minnesota State Building Code Section R317.1)
- Install smoke alarms per manufacturer's recommendation.
- Check the date on your smoke alarms to determine how old they are. The NFPA recommends replacing alarms every ten years.
- Check your alarms every month and replace batteries every year.



## Carbon Monoxide Alarms

- Carbon monoxide (C O) is a toxic, colorless, odorless gas that is formed as a product of the incomplete combustion of carbon or a carbon compound.
- Poisoning is caused by inhalation of CO. There are many symptoms for CO poisoning including headache, nausea, confusion and shortness of breath.
- State law (299F.50) requires CO detectors be placed in new and existing residential structures. CO effective dates are as follows:
  - January 1, 2007 – All new residential buildings
  - August 1, 2008 – Existing single-family homes
  - August 1, 2009 – Multi-family dwellings
- Code requirements can be found on line at www.fire.state.,mn.us or call 651-201-7200.

## Alterations, Repairs or Additions

- When alterations, repairs or additions requiring a permit occur, or when sleeping room(s) are added or created in an existing dwelling, it shall be equipped with smoke alarms located as required for new dwellings.
- The smoke alarms shall be hard wired except when alterations or repairs do not result in the removal of walls or ceilings exposing the structure, unless there is an attic or basement available which could provide access for hard wiring.

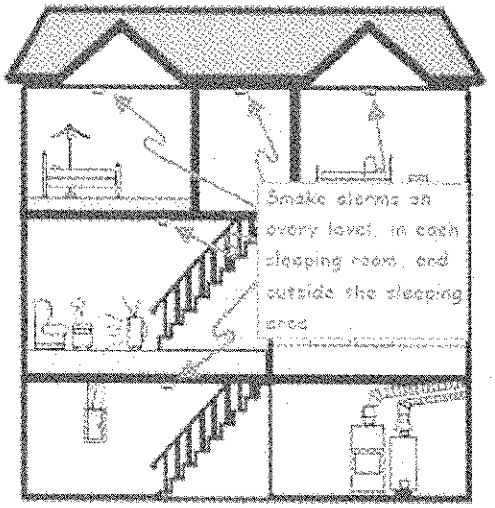
## Rental Properties

- Brooklyn Center City Ordinances (Section 5-2043,3) requires that smoke detectors be installed in all rental properties. They shall be located in each sleeping room, outside of each separate sleeping area in the vicinity of the bedrooms and on each level.
- It is the responsibility of the property owner to keep and maintain a maintenance log for smoke detectors. Logs will be checked by the City at the time of the rental license renewal.

## Location

The State Building Code states that smoke alarms must be located:

- In each sleeping room
- Outside each sleeping room in the immediate vicinity of the sleeping rooms.
- On each story including basements, but excluding crawl spaces and uninhabitable attics.




***Working smoke alarms are essential, but they do not save lives unless everyone knows how to get out of the house safely. The peak time for residential fires is between 10 p.m. and 6 a.m. Make sure everyone knows how to escape when the alarm sounds, whether awake or sleeping at the time. Plan two ways out of each room and a pre-arranged meeting place outside.***

# LEASE ADDENDUM FOR CRIME-FREE/DRUG-FREE HOUSING

**In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner and Resident agree as follows:**

1. Resident, any members of the resident's household or a guest or other person under the resident's control **shall not engage in illegal activity, including drug-related illegal activity, on or near the said premises.** "Drug-related illegal activity" means the illegal manufacture, sale, distribution, purchase, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 or the Controlled Substance Act [21 U.S.C. 802]) or possession of drug paraphernalia.
2. Resident, any member of the resident's household or a guest or other person under the resident's control **shall not engage in any act intended to facilitate illegal activity**, including drug-related illegal activity, on or near the said premises.
3. Resident or members of the household **will not permit the dwelling to be used for, or to facilitate illegal activity**, including drug-related illegal activity, regardless or whether the individual engaging in such activity is a member of the household.
4. Resident or members of the household will not engage in the manufacture, sale, or distribution of illegal drugs at **any** locations, whether on or near the dwelling unit premises or otherwise.
5. Resident, any member of the resident's household, or a guest or other person under the resident's control **shall not engage in acts of violence or threats of violence**, including but not limited to the unlawful discharge of firearms, prostitution, criminal street gang activity, intimidation, or any other breach of the rental agreement that otherwise jeopardizes the health, safety or welfare of the landlord, his agents or tenants.
6. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY.** *A single violation of any of the provisions of this added addendum shall be deemed a serious violation and material non-compliance with the lease.*

It is understood and agreed that a **single violation** shall be good cause for termination of the lease. Unless otherwise provided by law, **proof of violation shall not require criminal conviction**, but shall be by the preponderance of the evidence.

7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.
8. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Owner and Resident.

_____ (Resident)

_____ (Resident)

_____ (Resident)

_____ (Resident)

Date Signed:_____

_____ (Management)

Date Signed:_____

Resident(s) acknowledge receipt of this addendum by signature of this document.

- If battery operated systems, maintenance and testing logs required

## Electrical/Mechanical/Plumbing

**ELECTRICAL**
- Properly installed service panel
- Adequate service and outlets, with cover plates on outlets, switches, and junctions
- Intact, functional wiring and fixtures
- Temporary use extension cords not used in lieu of permanent wiring
- Electrical panel accessible, 3 ft clearance

**MECHANICAL**
- Permanent heating facility must be properly installed/maintained, temporary devices not used as primary heating source
- Heating facilities capable of maintaining dwelling at 68 degrees F or higher
- Fuel-burning appliances/equipment must be connected to approved chimney/flue/vent
- Service records of heating systems may be required

**PLUMBING/GAS**
- Plumbing installed/maintained to code
- Gas flex connectors must be UL or AGA listed and approved.
- Adequate hot and cold running water to all sinks/tubs
- All drains connected to sanitary sewer
- No "S" traps/flexible style waste lines— waste lines properly installed, vented
- No leaking, defective, obstructed, or unsupported pipes or faucets.
- Unused gas lines capped
- Shutoffs provided where required
- Backflow devices provided where required, including hose bibs and hand-held shower heads
- Faucets minimum 1" above spill lines,

## Occupancy

- 150 sq ft of habitable room floor space for first occupant, 100 sq ft each additional occupant
- Occupied sleeping rooms must have proper egress or door openings.
- Basements meet permit construction requirements for light, ventilation, egress, etc prior to habitation

## Other

- All areas of dwelling and structures clean, pest-free and in good condition
- Electrical, plumbing, and mechanical work in rental property requires licensed contractor
- Structural alterations require permit
- New dwelling units within existing buildings require zoning approval, plan review, and proper permits prior to habitation
- All required smoke alarms for interior alterations, repairs, or additions must be installed, interconnected, and hard-wired

## License Conditions

- Rental license required for all non-owner occupied dwellings
- Leasing requirements must be met including tenant screening, Crime Free Housing Lease Addendum
- The City's License Categories are performance based. The maintenance of rental properties determines the license category, in addition to excessive validated public nuisance police service calls.
- License category conditions must be met in their entirety
- Failure to maintain properties in compliance with city codes may result in reinspection fees, fines, court actions, abatement or license actions.

## Contacts

**Building & Community Standards**
**763-569-3330**
Rental Inspections, Code Enforcement, Property Maintenance, Vacant Building, Code Issues, Building Permits

**Police**
**Call 911**
Emergencies or for Police Officer Assistance

General Police Information, CPTED, Crime Free Housing Program
**763-569-3333**

**Licensing**
**763-569-3308**
Obtain a rental dwelling license application

**Fire Department**
**763-503-3169**
Fire Code, Smoke/carbon monoxide alarm info

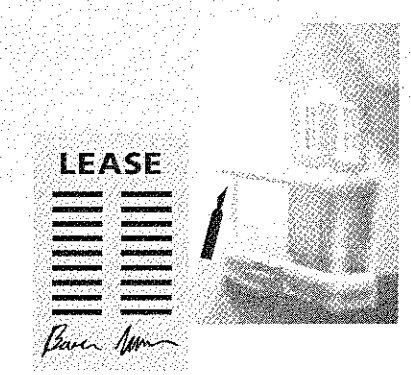
***Some code exceptions may apply depending on the age of structure, number of units, remodels or special circumstances. Please contact the City if you have property code questions.***

This brochure contains general information about property code regulations found primarily in City Code Ch 12 and state law. Other regulations and requirements may apply. For more information, visit the City website or City Hall.

*Form 03/10*

**City of Brooklyn Center**
6301 Shingle Creek Parkway
Brooklyn Center, MN 55430-2199
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www.cityofbrooklyncenter.org

# Residential Rental Property Maintenance Checklist




City of BROOKLYN CENTER

The following information is a guide of common property maintenance items. It is not meant to include all code requirements. Maintaining your rental property in compliance with property maintenance codes is key to protecting your investment, attracting responsible tenants and being a good neighbor.

## Exterior

**DOORS**
- Defect-free, functional, and weather-tight
- Insect and rodent-proof
- Not cracked or broken
- Egress doors safe, functioning locks
- Secure frame, with proper hardware
- Multi-family dwelling unit doors comply with security and fire requirements

**EXTERIOR WALLS**
- Weathe-tight siding, no deterioration
- Soffit and fascia in good repair
- House numbers at least 4 inches high of contrasting color, visible from roadway

**PAINT**
- No peeling, chipping, chalking, or deteriorated paint
- Wood surface weather-protected

**FOUNDATION**
- Structurally sound, properly graded, and free of holes/gaps

**ROOF**
- Structurally sound, good condition, leak-free; shingles and flashing good condition

**GUTTERS/DOWNSPOUTS** (if existing)
- Good condition, no obstructions, securely attached to drain water away from structure

**CHIMNEY**
- Brick/block/stone, mortar, and flue liner in good repair

**PORCH/DECKS**
- In good repair, with guardrails if over 30" above grade.

**STAIRS/STEPS**
- In good repair, evenly spaced and securely attached
- Handrails if 4 or more risers
- Snow shoveled at all building exits

**YARD**
- Proper grading and ground cover
- Grass and weeds cut regularly
- No lifter/debris, tires, auto parts, or construction debris in yard
- Firewood neatly stacked, non-rotting, disease free precautions

**GARBAGE & RECYCLING**
- Proper containers with lids closed
- Proper containment of compost
- Trash/garbage not overflowing
- Refrigerators/freezers for removal have doors taken off or secured
- Trash placed behind front setback except night before and day of pickup

**VEHICLE REGULATIONS**
- No abandoned, unlicensed, or inoperable or commercial vehicles parked/stored on property
- Vehicles parked on approved parking surfaces in approved locations
- Car repairs (except for minor ones by owner) prohibited on property

## Accessory Structures

**GARAGES**
- In good repair and weather-protected
- Secured with lock(s), not open to trespass
- No broken windows

**FENCES**
- Well-maintained and weather-protected
- Meets zoning code location requirements

## Interior

**WALLS & CEILINGS**
- Clean and In good repair— no holes, water damage, or chipping, flaking, chalking, or peeling paint
- No loose wallpaper

**FLOORS**
- Clean and In good repair— no holes or trip hazards
- Structurally sound

**HALLWAY/LANDING**
- Continuous, grippable, securely attached hand/guardrails required on open sides of landings/stairways 30in or more above grade
- Clear pathway with waterproof flooring

**WINDOWS**
- Good condition, no broken or cracked glass
- Easily openable, screens provided and in good repair
- Locks required where accessible
- Frame not cracked, peeling or deteriorated

**DOORS**
- Interior doors operational and good condition.

**KITCHEN**
- Either ceiling fixture & 2 separate remote outlets or 3 separate remote outlets
- Hot (120 degrees) and cold running water
- Kitchen sink connected to sanitary sewer, with functioning obstruction-free drains
- Cabinets in good repair
- Appliances in good working condition/gas appliances connected w/ approved fittings and connectors
- Stove, refrigerator and other appliances clean, operable and in good repair, including gaskets
- Food preparation and cooking surfaces durable, nonabsorbent, washable, and maintained
- Kitchen may not be used for sleeping

**BATHROOM**
- Tub/shower, washbasin, and toilet all properly installed, maintained, and in good repair with caulking intact and fully functional
- Faucets min 1" gap above spill line
- Openable window or mechanical venting required
- Hot and cold running water required from each fixture, and fixtures must not leak
- At least one light fixture

**SLEEPING ROOMS**
- Proper door/egress window to outside, with clear pathway, windows not blocked
- Operable smoke alarms, light, ventilation, egress windows, and window treatments required
- Minimum 70 sq. ft floor space (7' min width)
- Light fixture or outlets available

**FIRE PROTECTION**
- Clear, safe distance of paint, boxes, rags, or other combustible materials from gas-fired appliances
- Path of egress not blocked by debris, storage, trash, snow/ice, etc.
- Continuous graspable handrails in all stairways, and floor covering secure
- Fire extinguisher provided and serviced where required
- Fire rated doors provided where required, such as attached garages

**SMOKE AND CARBON MONOXIDE ALARMS**
- All smoke alarms installed per manufacturer's instructions, with working batteries and functional connections. Hard-wired ones properly installed
- At least one located on each level for habitable spaces
- Smoke alarms in sleeping rooms
- All smoke alarms listed and installed according to NFPA72
- Carbon monoxide alarms within 10 feet of each sleeping room, some exceptions for multi-housing units.

BUILDING MAINTENANCE AND OCCUPANCY ORDINANCE – CHAPTER 12


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# CHAPTER 12 – BUILDING MAINTENANCE AND OCCUPANCY ORDINANCE

Section 12-101. PURPOSE. The purpose of this Chapter is to protect the public health, safety, and the general welfare of the people of the City. These general objectives include, among others, the following:

1. To protect the character and stability of all buildings and property within the City.

2. To correct and prevent conditions that adversely affect or are likely to adversely affect the life, safety, general welfare and health, including the physical, mental and social well-being of persons occupying buildings within Brooklyn Center.

3. To provide minimum standards for cooking, heating, and sanitary equipment necessary to the health and safety of occupants of buildings.

4. To provide minimum standards for light and ventilation, necessary to health and safety.

5. To prevent the overcrowding of dwellings by providing minimum space standards per occupant for each dwelling unit.

6. To provide minimum standards for the maintenance of existing buildings, and to thus prevent slums and blight.

7. To preserve the value of land and buildings throughout the City.

With respect to rental disputes, and except as otherwise specifically provided by the terms of this Chapter, it is not the intention of the City Council to intrude upon the fair and accepted contractual relationship between tenant and landlord. The City Council does not intend to intervene as an advocate of either party, nor to act as an arbiter, nor to be receptive to complaints from tenant or landlord that are not specifically and clearly relevant to the provisions of this Chapter. In the absence of such relevancy with regard to rental disputes, it is intended that the contracting parties exercise such legal sanctions as are available to them without the intervention of City government. Neither in enacting this Chapter is it the intention of the City Council to interfere or permit interference with legal rights to personal privacy.

Section 12-102. APPLICABILITY OF ORDINANCE. Every building, as well as its premises, and all occupied premises within Brooklyn Center shall conform to the requirements of this Chapter, irrespective of when such building may have been constructed, altered, or repaired.

Section 12-201. DEFINITIONS. The following definitions shall apply in the interpretation and enforcement of this Chapter where not otherwise defined within a Section:

1. Approved – acceptable to the jurisdiction having authority and meeting all applicable Codes.

2. Accessory structure – a structure subordinate to the main or principal building that is not used nor authorized to be used for living or sleeping by human occupants and that is located on or partially on the premises.

3. Building – any structure used or intended for supporting or sheltering any use or occupancy.

4a. Compliance Official – the City Manager and the Manager's designated agents authorized to administer and enforce this Chapter.

4b. Disorderly activities – any activities listed in Section 12-911.

5. Dwelling – a building, or portion thereof, designed or used predominantly for residential occupancy of a continued nature, including one-family dwellings, two-family dwellings, and multiple family dwellings; but not including hotels and motels.

6. Dwelling unit – a single residential accommodation that is arranged, designed, used or, if vacant, intended for use exclusively as a domicile for one family. Where a private garage is structurally attached, it shall be considered as part of the building in which the dwelling unit is located.

7. Family – any of the following definitions shall apply:

–Persons related by blood, marriage, or adoption, together with their domestic servants or gratuitous guests, maintaining a common household in a dwelling unit;

–Group or foster care of not more than six (6) wards or clients by an authorized person or persons, related by blood, marriage, or adoption, together with their domestic servants or gratuitous guests, all maintaining a common household in a dwelling unit approved and certified by the appropriate public agency;

–A group of not more than five (5) persons not related by blood, marriage or adoption maintaining a common household in a dwelling unit.

8. Flush water closet – an approved toilet, with a bowl and trap made in one piece that is connected to the City water and sewer system or other approved water supply and sewer system.

9. Garbage – putrescible animal and vegetable wastes resulting from the handling, preparation, cooking, and consumption of food.

10. Habitable building – any building or part thereof that meets minimum standards for use as a home or place of abode by one or more persons.

11. Habitable room – a room or enclosed floor space used or intended to be used for living, sleeping, cooking, or eating purposes, excluding bathrooms, water closet compartments, laundries, furnace rooms, unfinished basements, (those without required ventilation, required electric outlets and required exit facilities), pantries, utility rooms of less than 50 square feet of floor space, foyers, communicating corridors, stairways, closets, storage spaces, and workshops, hobby and recreation areas in parts of the structure below ground level or in attics.

12. Heated water – water heated to a temperature of not less than 120 degrees Fahrenheit, or such lesser temperature required by government authority, measured at faucet outlet.

13. Kitchen – a space that contains a sink with counter working space, adequate space for installing cooking and refrigeration equipment, and adequate space for the storage of cooking utensils.

14. Multiple family dwelling – a dwelling or portion thereof containing three or more dwelling units.

15. Nonresidential building – all buildings or structures other than dwellings or dwelling units.

16. Occupant – any person (including owner or operator) occupying any structure, building or part thereof, dwelling, dwelling unit, rooming unit, or premise.

17. Operator – the owner or agent who has charge, care, control, or management of a building or part thereof.

18. Owner – a person, agent, firm, or corporation having a legal or equitable interest in the property. In any corporation or partnership, the term owner includes general partners and corporate officers.

19. Permissible occupant load – the maximum number of persons permitted to occupy a building or space within a building.

20. Person – an individual, firm, partnership, association, corporation or joint venture or organization of any kind.

21. Plumbing – all of the following supplied facilities and equipment in a building: gas pipes, gas burning equipment, water pipes, steam pipes, garbage disposal units, waste pipes, water closets, sinks, installed dishwashers, lavatories, bathtubs, shower baths, installed clothes washing machines, catch basins, drains, vents, and any other similar fixtures and the installation thereof, together with all connections to water, sewer and gas lines.

22. Premises – a platted lot or part thereof or unplatted parcel of land, either unoccupied or occupied by any structure thereon.

23. Public corridor – a hall, corridor or passageway for providing egress from an occupied area to a public way and not within the exclusive control of one occupant.

24. Refuse – all putrescible and nonputrescible waste solids including garbage and rubbish.

25. Reinspection – a follow-up inspection that is a) conducted to determine if a Code violation has been corrected; b) needed because a licensee, owner, or other responsible party fails to attend a scheduled inspection; c) needed because a scheduled inspection does not occur or is prevented due to any act of a licensee, owner, or responsible party; or d) any inspection other than the initial inspection for a license application where one or more violations are found.

26 Rental dwelling – the term "rental dwelling" means any occupied dwelling or dwelling unit that is not occupied by the owner of record regardless of compensation. The term includes any dwelling or dwelling unit occupied by a relative of the owner.

27. Repair – to restore to a sound and acceptable state of operation, serviceability or appearance.

28. Rodent harborage – any place where rodents can live, nest, or seek shelter.

29. Rooming unit – any room or group of rooms forming a single habitable unit used or intended to be used for living and sleeping, but not for cooking and eating purposes.

30. Rubbish – nonputrescible solid wastes consisting of both combustible and noncombustible wastes, such as paper, cardboard, tin cans, grass and shrubbery clippings, wood, glass, brick, plaster, bedding, crockery and similar materials.

31. Safety – the condition of being reasonably free from danger and hazards that may cause accidents or disease.

32. Single family attached – includes a townhome, rowhouse, duplex, or similar dwelling unit.

33. Structure – that is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner.

34. Substandard dwelling – any dwelling that does not conform to the minimum standards established by City Ordinances.

35. Supplied – paid for, furnished by, provided by or under the control of the owner, operator, or agent of a building.

36. Tenant – any person occupying any dwelling or having possession of a space within a dwelling who has the legal right to occupy the dwelling unit, where a legal owner does not reside.

37. Meaning of certain words – whenever the words "dwelling", "dwelling unit", "premises", "building", or "structure" are used in this Chapter, they shall be construed as though they were followed by the words "or any part thereof".

Section 12-301. RESPONSIBILITIES OF OWNERS AND OCCUPANTS. No owner or other person shall occupy or let another person occupy any building, unless it and the premises are clean, sanitary, fit for human occupancy, and comply with all applicable legal requirements of the State of Minnesota and the City of Brooklyn Center, including the following requirements.

Section 12-302. MAINTENANCE OF SHARED OR PUBLIC AREAS. Every owner of a building shall maintain in a clean, sanitary and safe condition, the shared or public areas of the building and premises thereof.

Section 12-303. MAINTENANCE OF OCCUPIED AREAS. All occupants of a building, shall maintain in a clean, sanitary and safe condition that part or those parts of the building, and premises thereof that she/he occupies and controls.

Section 12-304. STORAGE AND DISPOSAL OF RUBBISH. All occupants of a building, shall store and dispose of all their rubbish in a clean, sanitary, and safe manner as prescribed by Chapter 7 of the City Code of Ordinances.

Section 12-305. STORAGE AND DISPOSAL OF GARBAGE. All occupants of a building, shall store and dispose of all their garbage and any other organic waste that might provide food for insects and/or rodents in a clean, sanitary, and safe manner as prescribed by Chapter 7 of the City Code of Ordinances.

Section 12-306. RESPONSIBILITY FOR STORAGE AND DISPOSAL OF GARBAGE, RUBBISH, AND RECYCLABLE MATERIALS. Every owner of a multiple family dwelling or nonresidential building shall supply facilities for the sanitary and safe storage and disposal of rubbish and garbage. In the case of single- or two-family dwellings, it shall be the responsibility of the occupant to furnish such facilities. Every owner of a multifamily dwelling containing more than eight units must comply with the requirements of Section 7-113 of the City Code of Ordinances.

Section 12-307. RESPONSIBILITY FOR STORM AND SCREEN DOORS AND WINDOWS. The owner of a rental dwelling unit shall be responsible for providing and hanging all screens and storm doors and storm windows whenever the same are required under the provisions of this Chapter, except where there is written agreement otherwise between the owner and occupant.

Section 12-308. RESPONSIBILITY FOR PEST EXTERMINATION. Every occupant of a dwelling containing a single dwelling unit or an occupant of a nonresidential building containing a single unit shall be responsible for the extermination of vermin infestations and/or rodents on the premises. Every occupant of a dwelling unit in a dwelling containing more than one dwelling unit or an occupant of a nonresidential building containing more than one unit shall be responsible for such extermination whenever their unit is the only one infested. However, whenever infestation is caused by the failure of the owner to maintain a building in a reasonable rodent-proof or reasonable vermin-proof condition, extermination shall be the responsibility of the owner. Whenever infestation exists in two or more of the units in any building, extermination thereof shall be the responsibility of the owner. Whenever extermination is the responsibility of the owner, the extermination must be performed by a licensed pest control contractor.

Section 12-309. RODENT HARBORAGES PROHIBITED IN OCCUPIED AREAS. No occupant of a building shall accumulate boxes, lumber, scrap metal, or any other similar materials in a manner that may provide a rodent harborage in or about any dwelling unit or building. Stored materials shall be stacked neatly.

Section 12-310. RODENT HARBORAGES PROHIBITED IN PUBLIC AREAS. No owner of a building shall accumulate or permit the accumulation of boxes, lumber, scrap metal, or any other similar materials in a manner that may provide a rodent harborage in or about shared or public areas of a building or its premises. Materials stored by the owner or permitted to be stored by the owner shall be stacked neatly.

Section 12-311. PREVENTION OF FOOD FOR RODENTS. No owner or occupant of a building shall store, place, or allow to accumulate any materials that may serve as food for rodents in a site accessible to rodents.

Section 12-312. SANITARY MAINTENANCE OF FIXTURES AND FACILITIES. Every occupant of a building shall keep all supplied fixtures and facilities therein in a clean and sanitary condition and shall be responsible for the exercise of reasonable care in the proper use and operation thereof.

Section 12-313. MINIMUM HEATING CAPABILITY AND MAINTENANCE. In every dwelling unit or rooming unit when the control of the supplied heat is the responsibility of a person other than the occupant, a temperature of at least 68 degrees Fahrenheit, or such lesser temperature required by government authority, shall be maintained at a distance of three feet above the floor and three feet from exterior walls in all habitable rooms, bathrooms, and water closet compartments from September through May. Nonresidential buildings shall meet State of Minnesota regulations and statute requirements.

Section 12-314. REMOVAL OF SNOW AND ICE. Every occupant of a dwelling containing a single dwelling unit, and the owner of a multiple family dwelling or a nonresidential building shall be responsible for the removal of snow and ice from parking lots, driveways, steps, and walkways on the premises. Individual snowfalls of three inches or more, or successive snowfalls accumulating to a depth of three inches, shall be removed from parking lots and driveways within 24 hours after cessation of the snowfall. Individual snowfalls of one inch or more, or successive snowfalls accumulating to a depth of one inch, shall be removed from steps and walkways within eight hours after cessation of the snowfall.

Section 12-315. MINIMUM EXTERIOR LIGHTING. The owner of a building shall be responsible for providing and maintaining effective illumination in all exterior parking lots and walkways.

Section 12-316. MAINTENANCE OF DRIVING AND PARKING AREAS. The owner of a building shall be responsible for providing and maintaining in good condition paved and delineated parking areas and driveways for tenants consistent with Chapter 35 of the City Code of Ordinances.

Section 12-317. MAINTENANCE OF YARDS. The owner of a building shall be responsible for providing and maintaining premises' yards consistent with Section 12-711.

Section 12-401. MINIMUM STANDARDS FOR BASIC EQUIPMENT AND FACILITIES. No person shall occupy as owner, occupant, or let to another for occupancy any dwelling or dwelling unit, for the purposes of living, sleeping, cooking, and eating therein, that does not comply with the following requirements.

Section 12-402. KITCHEN FACILITIES. Every dwelling unit shall have a room or portion of a room in which food may be prepared and/or cooked and which shall have adequate circulation area, and that shall be equipped with the following:

1. An approved kitchen sink that is in good working condition and properly connected to an approved water supply system and that provides at all times an adequate amount of heated and unheated running water under pressure, and that is connected to an approved sewer system.

2. Cabinets and/or shelves for the storage of eating, drinking, and cooking equipment, and utensils and of food that does not require refrigeration for safekeeping; and a counter or table for food preparation. Said cabinets and/or shelves and counter or table shall be adequate for the permissible occupancy of the dwelling unit and shall be of sound construction furnished with surfaces that are easily cleanable and that will not impart any toxic or deleterious effect to food.

3. A stove or similar device for cooking food, and a refrigerator or similar device for the safe storage of food at or below 40 degrees Fahrenheit, that are properly installed with all necessary connections for safe, sanitary and efficient operation. Provided that such stove, refrigerator, or similar devices need not be installed when a dwelling unit is not occupied and when the occupant is expected to provide same on occupancy, in which case sufficient space and adequate connections for the installation and operation of said stove, refrigerator or similar device must be provided.

Section 12-403. TOILET FACILITIES. Within every dwelling unit there shall be a nonhabitable room that is equipped with an approved flush water closet in good working condition. In a rental dwelling unit, such room shall have an entrance door that affords privacy. Said flush water closet shall be equipped with easily cleanable surfaces, shall be connected to an approved water system that at all times provides an adequate amount of running water under pressure to cause the water closet to be operated properly, and shall be connected to an approved sewer system.

Section 12-404. LAVATORY SINK. Within every dwelling unit there shall be an approved lavatory sink. Said lavatory sink may be in the same room as the flush water closet, or if located in another room, the lavatory sink shall be located in close proximity to the door leading directly into the room in which said water closet is located. The lavatory sink shall be in good working condition and shall be properly connected to an approved water supply system and shall provide at all times an adequate amount of heated and unheated running water under pressure, and shall be connected to an approved sewer system.

Section 12-405. BATHTUB OR SHOWER. Within every dwelling unit there shall be a nonhabitable room that is equipped with an approved bathtub or shower in good working condition. In a rental dwelling unit, such room shall have an entrance door that affords privacy. Said bathtub or shower may be in the same room as the flush water closet, or in another room, and shall be properly connected to an approved water supply system and shall provide at all times an adequate amount of heated and unheated water under pressure, and shall be connected to an approved sewer system.

Section 12-406. STAIRWAYS, PORCHES AND BALCONIES. Every stairway, inside or outside of a dwelling and every porch or balcony, shall be kept in safe condition and sound repair. Stairs and handrails shall conform to the Uniform Building Code standards. Every deck, porch and balcony that is 30 inches or more above grade shall have a guardrail that conforms to the Uniform Building Code standards. Every handrail and guardrail shall be firmly fastened and maintained in good condition. No flight of stairs shall have settled out of its intended position or have pulled away from the supporting or adjacent structures enough to cause a hazard. No flight of stairs shall have rotting, loose, or deteriorating supports. Excepting spiral and winding stairways, the treads and risers of every flight of stairs shall be uniform in width and height. Stairways shall be capable of supporting a live load of 100 pounds per square foot of horizontal projection.

Section 12-407. ACCESS TO DWELLING UNIT. Access to or egress from each dwelling unit shall be provided without passing through any other dwelling unit.

Section 12-408. DOOR LOCKS. No owner shall occupy nor let to another for occupancy any dwelling or dwelling unit unless all exterior doors of the dwelling or dwelling unit are equipped with safe, functioning locking devices. Multiple family dwellings shall be furnished with door locks as follows:

1. For the purpose of providing a reasonable amount of safety and general welfare for persons occupying multiple family dwellings constructed after May 5, 1969, an approved security system shall be maintained for each multiple family building to control access. The security system shall consist of locked building entrance or foyer doors, and locked doors leading from hallways into individual dwelling units. Dead-latch type door locks shall be provided with lever knobs (or doorknobs) on the inside of building entrance doors and with key cylinders on the outside of building entrance doors. Building entrance door latches shall be of types that are permanently locked from the outside and permanently unlocked from the inside.

2. Every door that is designed to provide ingress or egress for a dwelling unit within a multiple family building shall be equipped with an approved lock that has a deadlocking bolt that cannot be retracted by end pressure, provided, however, that such door shall be openable from the inside without the use of a key or any special knowledge or effort.

Section 12-501. MINIMUM STANDARDS FOR LIGHT AND VENTILATION. No person shall occupy as owner, occupant or let to another for occupancy any dwelling or dwelling unit, for the purpose of living therein, that does not comply with the following requirements.

Section 12-502. HABITABLE ROOM LIGHT AND VENTILATION. Except where there is supplied some other device affording adequate ventilation and approved by the Compliance Official, every habitable room shall have at least one window facing directly outdoors that can be opened easily. The minimum total of openable window area in every habitable room shall be the greater of 10% of the floor area of the room or ten square feet. One half of the required window area shall be openable.

Section 12-503. NONHABITABLE ROOM VENTILATION. Every bathroom and water closet compartment, and every laundry and utility room shall contain at least 50% of the ventilation requirement for habitable rooms contained in Section 12-502, except that no windows shall be required if such rooms are equipped with a ventilation system that is approved by the Compliance Official.

Section 12-504. ELECTRIC SERVICE, OUTLETS AND FIXTURES. Every dwelling unit and all public and common areas shall be supplied with electric service, functioning overcurrent protection devices, electric outlets, and electric fixtures that are properly installed, maintained in good and safe working conditions, and connected to a source of electric power in a manner prescribed by the Ordinances, rules and regulations of the City of Brooklyn Center and by the laws of the State of Minnesota. The minimum capacity of such electric service and the minimum number of electric outlets and fixtures shall be as follows:

1. Dwellings containing one or two dwelling units shall have at least the equivalent of 60-ampere, three-wire electric service per dwelling unit.

2. Dwelling units shall have at least one branch electric circuit for each 600 square feet of dwelling unit floor area.

3. Every habitable room shall have at least one floor or wall-type electric convenience outlet for each 60 square feet or fraction thereof of total floor area, and in no case less than two such electric outlets provided, however, that one ceiling or wall-type light fixture may be supplied in lieu of one required electric outlet.

4. Every water closet compartment, bathroom, kitchen, laundry room, and furnace room shall contain at least one supplied ceiling or wall-type electric light fixture and every bathroom, kitchen, and laundry room shall contain at least one electric convenience outlet.

5. Every public corridor and stairway in every multiple family dwelling shall be adequately lighted by natural or electric light at all times at one foot candle at floor level, so as to provide effective illumination in all parts thereof. Every public corridor and stairway in structures containing not more than two dwelling units may be supplied with conveniently located light switches controlling an adequate lighting system that may be turned on when needed, instead of full-time lighting.

6. A convenient switch or equivalent device for turning on a light in each dwelling unit shall be located near the point of entrance to such unit.

Section 12-601. MINIMUM THERMAL STANDARDS. No person shall occupy as owner, or occupant, or let to another for occupancy, any building or portion thereof, that does not have heating facilities that are properly installed, and that are maintained in safe and good working condition, and that are capable of safely and adequately heating all habitable rooms, bathroom, and water closet compartments in every dwelling unit located therein to a temperature of at least 68 degrees Fahrenheit, or such lesser temperature required by government authority, at a distance of three feet above floor level and three feet from exterior walls. Gas or electric appliances designed primarily for cooking or water heating purposes shall not be considered as heating facilities within the meaning of this Section. Portable heating equipment employing flame and the use of liquid fuel does not meet the requirements of this Section and is prohibited. No owner or occupant shall install, operate or use a space heater employing a flame that is not vented outside the structure in an approved manner.

Section 12-701. GENERAL REQUIREMENTS. No person shall occupy as owner, or occupant, or let to another for occupancy, any building or portion thereof that does not comply with the following requirements, unless specifically exempt.

Section 12-702. FOUNDATIONS, EXTERIOR WALLS AND ROOFS. The foundation, exterior walls, and exterior roof shall be substantially water tight and protected against vermin and rodents and shall be kept in sound condition and repair. The foundation element shall adequately support the building at all points. Every exterior wall shall be free of deterioration, holes, breaks, loose or rotting boards or timbers, and any other condition that might admit rain or dampness to the interior portion of the walls or to the exterior spaces of the building. The roof shall be tight and have no defects that admit rain, and roof drainage shall be adequate to prevent rain water from causing dampness in the walls. All exterior wood surfaces, other than decay resistant woods, shall be protected from the elements and decay by paint or other protective covering or treatment. If the exterior surface is unpainted or determined by the Compliance Official to be paint blistered, the surface shall be painted. If the exterior surface of the pointing of any brick, block or stone wall is loose or has fallen out, the surface shall be repaired.

Section 12-703. WINDOWS, DOORS AND SCREENS. Every window, exterior door, and other exterior openings shall be substantially tight and shall be kept in sound condition and repair. Every window, other than a fixed window or storm window, shall be capable of being easily opened. Every window, door and frame shall be constructed and maintained in such relation to the adjacent wall construction as to completely exclude rain, wind, vermin and rodents from entering the building. Every openable window shall be supplied with 16-mesh screens during the insect season, and shall be equipped with an approved lock if located less than six feet above adjacent grade.

Section 12-704. FLOORS, INTERIOR WALLS AND CEILINGS. Every floor, interior wall, and ceiling shall be adequately protected against the passage and harborage of vermin and rodents, and shall be kept in sound condition and good repair. Every floor shall be free of loose, warped, protruding or rotted flooring materials. Every interior wall and ceiling shall be free of holes and large cracks and loose plaster and shall be maintained in a tight, weatherproof condition. Toxic paint and materials with a lasting toxic effect shall not be used. The floor of every toilet room, bathroom, and kitchen shall have a smooth, hard, nonabsorbent surface and shall be capable of being easily maintained in a clean and sanitary condition.

Section 12-705. RODENT PROOF. Every structure and the premises upon which it is located shall be maintained in a rodent-free and rodent-proof condition. All openings in the exterior walls, foundations, basements, ground or first floors, and roofs that have a 1/2" diameter or larger opening shall be rodent-proofed in an approved manner. Interior floors or basements, cellars and other areas in contact with the soil shall be paved with concrete or other rodent impervious material.

Section 12-706. FENCE MAINTENANCE. All fences shall consist of metal, wood, masonry, or other decay resistant material. Fences shall be maintained in good condition both in appearance and in structure. Wood material, other than decay resistant varieties, shall be protected against decay by use of paint or other preservatives. Paint shall be maintained consistent with Section 12-702.

Section 12-707. ACCESSORY STRUCTURE MAINTENANCE. Accessory structures or buildings shall be structurally sound and maintained in good repair and appearance. The exterior of such structures shall be made weather resistant through the use of decay-resistant materials such as paint or other preservatives. Paint shall be maintained consistent with Section 12-702.

Section 12-708. SAFE BUILDING ELEMENTS. Every foundation, roof, floor, exterior and interior wall, ceilings, inside and outside stair, every porch and balcony, and every appurtenance thereto, shall be safe to use and capable of supporting loads required by the occupancy.

Section 12-709. FACILITIES TO FUNCTION. Every supplied facility, piece of equipment or utility required under the City Code of Ordinances and every chimney and flue shall be installed and maintained and shall function effectively in a safe, sound, and working condition.

Section 12-710. GRADING AND DRAINAGE. During the period May through October every yard, court, passageway, and other portions of the premises on which a building stands shall be graded and drained so as to be free of standing water that constitutes a detriment to health and safety.

Section 12-711. YARD COVER. Every yard of a premises on which a building stands shall be provided with lawn or combined ground cover of vegetation, garden, hedges, shrubbery, and related decorative materials and such yard shall be maintained consistent with prevailing community standards. Nonresidential sites shall be maintained in accordance with an approved City landscape plan and shall be supplied with an irrigation system.

Section 12-712. DISCONTINUANCE OF SERVICE OR FACILITIES. No owner, operator, or occupant shall cause any service, facility, equipment or utility that is required under this Chapter, to be removed from or shut off from or discontinued for any occupied building or portion thereof, except for such temporary interruptions as may be necessary while actual repairs or alterations are in process, or during temporary emergencies.

Section 12-713. SCREENING. All outside trash disposal facilities, recycling containers, and outside or rooftop mechanical equipment shall be screened from view by an opaque fence or wall high enough to completely screen the equipment.

Section 12-801. MAXIMUM DENSITY, MINIMUM SPACE, USE AND LOCATION REQUIREMENTS. No person shall occupy nor permit or let to be occupied any dwelling or dwelling unit for the purpose of living therein, that does not comply with the following requirements.

Section 12-802. PERMISSIBLE OCCUPANCY OF DWELLING UNIT. With the exception of owners occupying a dwelling unit prior to June 1, 1975, the maximum permissible occupancy of any dwelling unit shall be determined as follows:

1. For the first occupant, 150 square feet of habitable room floor space and for every additional occupant thereof, at least 100 square feet of habitable room floor space.

2. In no event shall the total number of occupants exceed two times the number of habitable rooms, less kitchen, in the dwelling unit.

Section 12-803. ONE FAMILY PER DWELLING UNIT. Not more than one family, except for temporary guests, shall occupy a dwelling unit.

Section 12-804. MINIMUM CEILING HEIGHT. In order to qualify as habitable, rooms shall have a clear ceiling height of not less than seven feet, six inches, except that in attics or top-half stories used for sleeping, study, or similar activities, the ceiling height shall be not less than seven feet six inches over at least one-half of the floor area. In calculating the floor area of such rooms in attics or top-half stories, only those portions of the floor area of the room having a clear ceiling height of five feet or more may be included.

Section 12-805. ACCESS THROUGH SLEEPING ROOMS AND BATHROOMS. No dwelling unit built after 1940 and containing two or more sleeping rooms shall have a room arrangement such that access to a bathroom or water closet compartment intended for use by occupants of more than one sleeping room can be gained only by going through another sleeping room, nor shall the room arrangement be such that access to a sleeping room can be gained only by going through another sleeping room. A bathroom or water closet compartment shall not be used as the only passageway to any habitable room, hall, basement or cellar or to the exterior of any dwelling unit.

Section 12-900. PURPOSE. It is the purpose of this Chapter to assure that rental housing in the City is decent, safe and sanitary and is so operated and maintained as not to become a nuisance to the neighborhood or to become an influence that fosters blight and deterioration or creates a disincentive to reinvestment in the community. The operation of rental residential properties is a business enterprise that entails certain responsibilities. Operators are responsible to take such reasonable steps as are necessary to assure that the citizens of the City who occupy such units may pursue the quiet enjoyment of the normal activities of life in surroundings that are: safe, secure and sanitary; free from noise, nuisances or annoyances; free from unreasonable fears about safety of persons and security of property; and suitable for raising children.

Section 12-901. LICENSING OF RENTAL UNITS.

1. License Required.

   a. No person shall operate a rental dwelling without first having obtained a license to do so from the City of Brooklyn Center. A license will be granted as Type I, Type II, Type III, or Type IV Provisional based on criteria recommended by the City Manager and approved by the City Council.

   b. Exceptions. No license shall be required under the following circumstances:

      1) A single family dwelling or a dwelling unit in a duplex occupied by the building owner for a minimum of six months per calendar year.

      2) Rented rooms within an owner occupied dwelling unit.

      3) A residential property owned by a "snowbird" where the property is rented to another person for a period of less than 120 consecutive days while the owner is residing out of the State of Minnesota. The owner must occupy the property during the remainder of the year.

      4) Unoccupied dwelling units that have been issued a Vacant Building Registration.

2. License Term. Licenses will be issued for a time period according to the license type as indicated in Diagram I. All licenses may be reviewed at any time after the beginning of the license term to determine whether the property continues to have the appropriate Type license.

Diagram I

| Licensing Category | Licensing Period | Min. Inspection Frequency | Crime Free Housing | Plans |
|---|---|---|---|---|
| **Type I** | 3 year | Min. 1 time in 3 years, upon request, or as needed as determined by City | Phase I Recommended | |
| **Type II** | 2 year | Min. 1 time in 2 years, upon request, or as needed as determined by City | Phase I Required | |
| **Type III** | 1 year | Min. 1 time per year, upon request, or as needed as determined by City | Phase I, II Required | Action Plan Required |
| **Type IV Provisional** | 6 months | Min. every 6 months, upon request, or as needed as determined by City, or as otherwise specified by Mitigation Plan | Phase I, II, and III Required | Mitigation Plan Required |

3. New Licenses. Properties that have legally not been required to have a rental license due to new construction or a change from owner-occupied to rental will qualify for a Type II License. Properties found operating without a valid rental license from the City or failing to meet City Code requirements or that have been the subject of enforcement actions such as criminal prosecution or civil penalties for violation of this Chapter, will only qualify for a Type III License.

4. License Renewals. All rental properties are subject to review and may be required to apply and qualify for a different license Type based on the level of compliance with City Codes and applicable regulations.

5. Failure to Meet License Category Requirements. At any time during a license period, if a rental property does not meet or exceed the criteria established for the current license Type, the license may be brought forth to the City Council for consideration of license suspension, revocation, and/or license Type review.

6. Type IV Provisional Licenses. Rental properties under Type IV Provisional Licensing must meet the requirements set forth in Section 12-913.

7. License Category Criteria.
License type will be determined on the basis of established criteria based on Police incidents and property Code and nuisance violations as recommended by the City Manager and approved by the City Council.

a. Police Incidents. Frequency of police calls will be based on the average number of valid police calls per unit. Police incidences for purposes of determining licensing categories shall include disorderly activities and nuisances as defined in Section 12-911 and events categorized as Part I crimes in the Uniform Crime Reporting System including homicide, rape, robbery, aggravated assault, burglary, theft, auto theft, and arson. Calls will not be counted for purposes of determining licensing categories where the victim and suspect are "Family or household members" as defined in the Domestic Abuse Act, Minnesota Statutes, Section 518B.01, Subd. 2 (b) and where there is a report of "Domestic Abuse" as defined in the Domestic Abuse Act, Minnesota Statutes, Section 518B.01, Subd. 2 (a).

b. Property Code and Nuisance Violations. Standards for property maintenance will be based on compliance with City and other applicable Codes as determined through inspections and investigations.

8. License Process and Renewal.

a. License renewals shall be filed at least 90 days prior to the license expiration date. Within two weeks of receipt of a complete application and of the license fee required by Section 12-902, the Compliance Official shall schedule an inspection.

b. No application for an initial license shall be submitted to the City Council until the Compliance Official has determined that all life, health safety violations, or discrepancies have been corrected. In cases where a weather deferral for repairs has been granted by the Compliance Official, the license may be brought forward for consideration of granting a license conditioned on completing repairs.

c. Incomplete Applications or Process. If the license application is incomplete, or the applicant does not meet the requirements of the licensing process within 120 days of the submittal date, the application will be canceled.

9. Condition of License. Licensees with three or more units must be current on the payment of all utility fees, taxes, assessments, fines, penalties, or other financial claims due to the City on the licensed property and any other rental real property in the City owned by the license holder at all times. Licensees with less than three units must be current on the payment of all utility fees, taxes, assessments, fines, penalties, or other financial claims due to the City on the licensed property and any other rental real property in the City owned by the license holder prior to issuance or renewal of a license. In the event a suit has been commenced under Minnesota Statutes, Section 278.01-278.03, questioning the amount or validity of taxes, the City Council may on application waive strict compliance with this provision; no waiver may be granted, however, for taxes or any portion thereof that remain unpaid for a period exceeding one (1) year after becoming due.

Section 12-902. LICENSE FEES. License fees, as set forth by City Council resolution, shall be due 90 days prior to the license expiration date; in the cases of new unlicensed dwellings, license fees shall be due at the time of application.

1. Residential Rental Conversion Fee. When a residential single family home or single family attached property is converted to a rental property, the owner or applicant shall pay a conversion fee as established by City Council resolution. The rental conversion fee also applies to residential properties registered as vacant properties.

2. License Fees, Delinquent Payments. A delinquency penalty of 5% of the license fee for each day of operation without a valid license shall be charged operators of rental dwellings. Once issued, a license is nontransferable and the licensee shall not be entitled to a refund of any license fee. Upon revocation or suspension or if the applicant withdraws an application, or in the case of an incomplete application or process, or if an application is canceled, the fee is nonrefundable.

3. Reinspection Fees. All reinspection fees are set by City Council resolution. If the reinspection is being performed as part of the licensing process, fees must be paid prior to the time of license issuance or renewal for the property, in the case of rental housing and at the time of recertification of occupancy for nonresidential properties. If a reinspection fee or any portion is not paid within 60 days after billing, or within 60 days after any appeal becomes final, the City Council may certify the unpaid cost against the property in accordance with the process set forth in Section 19-105 of this Code.

Section 12-903. OWNER OR AGENT TO APPLY. License application or renewal shall be made by the owner of rental units or the owner's legally constituted agent. Application forms may be acquired from and subsequently filed with the Compliance Official. The applicant shall supply:

1. First, middle (if any), and last name, address, date of birth, telephone number and e-mail address of dwelling owner, owning partners if a partnership, corporate officers if a corporation.

2. Name, address, telephone number, and e-mail address of designated local agent, if any.

3. Name, address, and telephone number of vendee, if the dwelling is being sold through a contract for deed.

4. Legal address of the dwelling.

5. Number of dwelling units within the dwelling.

6. Description of procedure through which tenant inquiries and complaints are to be processed.

7. Status of utility fees, property taxes, and other assessments on the dwelling and other rental real property in the city owned by the applicant.

8. The number of tenants.

9. The legal name of the designated local agent.

10. At least one 24-hour property contact information for an available property owner, local agent, or other designated responsible agent.

11. Any other information as requested by the City.

Every person holding an operating license shall give notice in writing to the Compliance Official within ten business days after any change of this information. Depending on the nature of changes, the City may require a new property inspection. Notice of transfer of ownership shall be as described in Section 12-908.

Section 12-904. LOCAL AGENT REQUIRED.

1. Local Agent. No operating license shall be issued or renewed for a nonresident owner of rental dwelling units (one who does not reside in any of the following Minnesota counties: Hennepin, Ramsey, Anoka, Carver, Dakota, Scott, or Washington) unless such owner designates in writing to the Compliance Official the name of the owner's local agent (one who does reside in any of the following Minnesota counties: Hennepin, Ramsey, Anoka, Carver, Dakota, Scott, or Washington) who is responsible for maintenance and upkeep and who is legally constituted and empowered to receive service of notice of violation of the provisions of the City Code of Ordinances, to receive orders and to institute remedial action to effect such orders and to accept all service or process pursuant to law. The Compliance Official shall be notified in writing of any change of resident agent.

2. Responsibility for Acts of Manager, Operator, or Local Agent. Licensees are responsible for the acts or omissions of their managers, operators, local agent, or other authorized representative.

Section 12-905. CONFORMANCE TO LAWS. No operating license shall be issued or renewed unless the rental dwelling and its premises conform to the Code of Ordinances of Brooklyn Center and the laws of the State of Minnesota.

Section 12-906. LICENSE INSPECTION REQUIRED. No operating license shall be issued or renewed unless the owner of rental units agrees in his application to permit inspections pursuant to Section 12-1001.

Section 12-907. POSTING OF LICENSE. Every licensee of a rental dwelling with more than four units shall conspicuously post the current license certificate in the main entryway or other conspicuous location. For rental dwellings of four or fewer units, the licensee must provide a copy of the license certificate to each tenant by attaching a copy to the tenant's copy of the executed lease agreement.

Section 12-908. LICENSE NOT TRANSFERABLE. No operating license shall be transferable to another person or to another rental dwelling. Every person holding an operating license shall give notice in writing to the Compliance Official within ten (10) business days after having legally transferred or otherwise disposed of the legal control of any licensed rental dwelling. Such notice shall include the name and address of the person succeeding to the ownership or control of such rental dwelling or dwellings.

Section 12-909. OCCUPANCY REGISTER REQUIRED.

1. Every owner of a licensed rental dwelling shall keep, or cause to be kept, a current register of occupancy for each dwelling unit that provides the following information:

   a. Dwelling unit address.

   b. Number of bedrooms in dwelling unit and the maximum number of occupants.

   c. Legal names and date of birth of adult occupants and number of adults and children (under 18 years of age) currently occupying the dwelling units.

   d. Dates renters occupied and vacated dwelling units.

   e. A chronological list of complaints and requests for repair by dwelling unit occupants, which complaints and requests are related to the provisions of this Code of Ordinances.

f. A similar chronological list of all corrections made in response to such requests and complaints.

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

2. All nonresidential properties (commercial, industrial, and similar) shall keep, or cause to be kept, a current register of occupancy for each building that provides the following:

a. Building address.

b. List of all tenants occupying building.

c. Nature of business conducted by each tenant in building.

d. Contact person for each tenant.

e. Gross floor area leased by each tenant.

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

Section 12-910. LICENSE SUSPENSION, REVOCATION, DENIAL AND NON-RENEWAL.

1. Applicability. Every license issued under the provisions of this Chapter is subject to suspension or revocation by the City Council.

2. Unoccupied or Vacated Rental Units. In the event that a license is suspended, revoked, or not renewed by the City Council, it shall be unlawful for the owner or the owner's duly authorized agent to thereafter permit any new occupancies of vacant or thereafter vacated rental units until such time as a valid license may be restored by the City Council.

3. Grounds for License Action. The Council may revoke, suspend, or decline to renew any license issued under this Chapter upon any of the following grounds:

a. false statements, misrepresentations, or fraudulent statements on any application or other information or report required by this Chapter to be given by the applicant or licensee.

b. failure to pay any application fee, fine or penalty, reinspection fees, reinstatement fee, special assessments, real estate taxes, or other financial claims due to the City as required by this Chapter and City Council resolution.

c. failure to continuously comply with any property maintenance, zoning, health, building, nuisance, or other City Codes; or failure to correct deficiencies noted in Compliance Notices in the time specified in the notice.

d. failure to comply with the provisions of an approved mitigation plan or not submitting an action plan as required.

e. failure to qualify for the type of license held or applied for.

f. excessive police calls for service in accordance with criteria determined by the City Manager and approved by the City Council, based on the number and nature of the calls when, after owner notification, the owner has failed to supply an appropriate written action plan to reduce the police calls for service

g. failure to actively pursue the eviction of tenants who have violated the provision of this Chapter or Crime Free Lease Addendum or have otherwise created a public nuisance in violation of City, state, or applicable laws.

h. the failure to eliminate imminent health and life safety hazards as determined by the City, or its authorized representatives.

i. conviction of any crime related to the business or entity licensed and failure to show by competent evidence the rehabilitation and ability to perform the duties of the business.

j. the abandonment of the property by the property owner as determined by the inability to make contact with the owner or his/her manager or local agent due to inaccurate or invalid contact information.

k. failure to operate or maintain the licensed premises in conformity with all applicable state and local laws and Ordinances.

4. License Action Sections. Revocation, suspension, and non-renewal may be brought under either this Section or Section 12-911, or both.

5. Notification, Hearing, and Decision Basis.

a. Written Notice, Hearing. A decision to revoke, suspend, deny, or not renew a license shall be preceded by written notice to the applicant or licensee of the alleged grounds therefor and the applicant or licensee will be given an opportunity for a hearing before the City Council before final action to revoke, suspend, deny, or not renew a license.

b. Decision Basis. The Council shall give due regard to the frequency and seriousness of violations, the ease with which such violations could have been cured or avoided and good faith efforts to comply and shall issue a decision to deny, not renew, suspend or revoke a license only upon written findings.

6. Affected Facility. The Council may suspend or revoke a license or not renew a license for part or all of a facility.

7. License Actions, Reapplication.

a. Suspension. Licenses may be suspended for up to ninety (90) days and may, after the period of suspension, be reinstated subject to compliance with this Chapter and any conditions imposed by the City Council at the time of suspension.

b. Revocation, Denial, Nonrenewal. Licenses that are revoked will not be reinstated until the owner has applied for and secured a new license and complied with all conditions imposed at the time of revocation. Upon a decision to revoke, deny or not renew a license, no new application for the same facility will be accepted for the period of time specified in the Council's written decision, which shall not exceed one year. A decision not to renew a license may take the form of a suspension or revocation. A decision to deny an initial application for a new facility will not take the form of a suspension or revocation unless false statements have been made by the applicant in connection with the application. A decision to deny an initial application shall state conditions of reapplication.

c. Reinstatement Fees. All new applications must be accompanied by a reinstatement fee, as specified by Council resolution, in addition to all other fees required by this Chapter.

8. Written Decision, Compliance. A written decision to revoke, suspend, deny, or not renew a license or application shall specify the part or parts of the facility to which it applies. Thereafter, and until a license is reissued or reinstated, no rental units becoming vacant in such part or parts of the facility may be re-let or occupied. Revocation, suspension or non-renewal of a license shall not excuse the owner from compliance with all terms of state laws and Codes and this Code of Ordinances for as long as any units in the facility are occupied. Failure to comply with all terms of this Chapter during the term of revocation, suspension or non-renewal is a misdemeanor and grounds for extension of the term of such revocation or suspension or continuation of non-renewal, or for a decision not to reinstate the license, notwithstanding any limitations on the period of suspension, revocation or non-renewal specified in the City Council's written decision or in paragraph 6 of this Section.

9. New Licenses Prohibited. A person who has a rental license revoked may not receive a rental license for another property within the City for a period of one year from the date of revocation. The person may continue to operate other currently licensed rental properties if the properties are maintained in compliance with City Codes and other applicable regulations.

Section 12-911. CONDUCT ON LICENSED PREMISES.

1. Conduct, Disorderly Activities, Nuisances Defined. It shall be the responsibility of the licensee to see that persons occupying the licensed premises conduct themselves in such a manner as not to cause the premises to be disorderly. For purposes of this Chapter, disorderly activities are considered nuisances and defined as follows:

   a. Noise – cats/dogs City Code Section 1-110; horns/radios – City Code Sections 19-1201, 1202, and 1203

   b. Violation of City Code Section 19-1121 (Unlawful Possession, Delivery, or Purchase) or violation of laws relating to the possession of controlled substances as defined in Minnesota Statutes, Section 152.01, Subdivision 4, and drug paraphernalia as defined in Minnesota Statutes, Section 152.092.

   c. Public disturbance – City Code Section 19-202.

   d. The unlawful sale of intoxicating liquor or 3.2 percent malt liquor.

   e. Violation of laws relating to gambling.

   f. Violation of laws relating to prostitution as defined in Minnesota Statutes, Section 609.321, Subdivision 9, or acts relating to prostitution.

g. Unlawful use or possession of a weapon. Violation of Minnesota Statutes, Sections 609.66, Subdivision 1a; 609.67; 609.02, Subdivision 6; or 624.713; and City Code Section 19-402.

h. Loud parties/persons – City Code Section 19-1201.

i. Fights – City Code Section 19-203.

j. Allowing curfew/status offenses/underage drinking – City Code Sections 19-301 and 19-304.

k. Disorderly conduct (Minnesota Statutes, Section 609.72).

l. Property damage – City Code Section 19-211.

m. Assaults 5th degree non-domestic – City Code Section 19-204.

n. Interference with a peace officer (Minnesota Statutes, Section 609.50).

o. Unlawful assembly (Minnesota Statutes, Section 609.705) – City Code Section 19-1105.

p. Presence at unlawful assembly (Minnesota Statutes, Section 609.175).

q. Terrorist threats (Minnesota Statutes, Section 609.713).

r. Loitering – City Code Section 19-201.

2. Violations, Actions. Upon determination by the City Manager or the Manager's authorized designee that a licensed premises was used in a disorderly manner, as described in paragraph 1, the City Manager shall take the following actions:

a. For a first instance of disorderly use of licensed premise a notice shall be provided to the licensee of the violation directing the licensee to take steps to prevent further violations.

b. If a second instance of disorderly use of the licensed premises occurs within a twelve (12) month time period for the same tenancy, the City Manager or the Manager's authorized designee shall notify the licensee of the violation and require the licensee to submit a written report of the actions taken, and proposed actions to be taken by the licensee to prevent further disorderly use of the premises. The licensee shall submit a written report to the City Manager or the Manager's authorized designee within five (5) days of receipt of the notice of disorderly use of the premises and shall detail all actions taken by the licensee in response to all notices of disorderly use of the premises.

c. If a third instance of disorderly use of the licensed premises occurs within a twelve (12) month time period from the first disorderly violation for the same tenancy, the rental dwelling license for the premises may be denied, revoked, suspended, or not renewed. An action to deny, revoke, suspend, or not renew a license under this Section shall be initiated by the City Manager or the Manager's authorized designee who shall give the licensee written notice of a hearing before the City Council to consider such denial, revocation suspension, or nonrenewal. The written notice shall specify all violations of this Section, and shall state the date, time, place, and purpose of the hearing.

3. Hearing. The hearing shall be held no less than ten (10) days and no more than forty-five (45) days after giving such notice.

Following the hearing, the Council may deny, revoke, suspend, or decline to renew the license for all or any part or parts of the licensed premises or may grant a license upon such terms and conditions as it deems necessary to accomplish the purposes of this Section.

4. Eviction Actions. No adverse license action shall be imposed where the instance of disorderly use of the licensed premises occurred during the pendency of eviction proceedings (unlawful detainer) or within thirty (30) days of notice given by the licensee to a tenant to vacate the premises where the disorderly use was related to conduct by that tenant or by other occupants or guests of the tenant's unit. Eviction proceedings shall not be a bar to adverse license action, however, unless they are diligently pursued by the licensee. Further, an action to deny, revoke, suspend, or not renew a license based upon violations of this Section may be postponed or discontinued at any time if it appears that the licensee has taken appropriate measures which will prevent further instances of disorderly use.

5. Determining Disorderly Conduct. A determination that the licensed premises have been used in a disorderly manner as described in paragraph 1 shall be made upon substantial evidence to support such a determination. It shall not be necessary that criminal charges be brought in order to support a determination of disorderly use, nor shall the fact of dismissal or acquittal of such a criminal charge operate as a bar to adverse license action under this Section.

6. Notices. All notices given by the City under this Section shall be personally served on the licensee, sent by First Class mail to the licensee's last known address or, if neither method of service effects notice, by posting on a conspicuous place on the licensed premises.

7. Enforcement. Enforcement actions provided in this Section shall not be exclusive, and the City Council may take any action with respect to a licensee, a tenant, guests, or the licensed premises as is authorized by this Code or state law.

Section 12-912A. NO RETALIATION. No licensee shall evict, threaten to evict, or take any other punitive action against any tenant by reason of good faith calls made by such tenant to law enforcement agencies relating to criminal activity, suspected criminal activity, suspicious occurrences, or public safety concerns. This Section shall not prohibit the eviction of tenants from a dwelling unit for unlawful conduct of a tenant or invitee or violation of any rules, regulations, or lease terms other than a prohibition against contacting law enforcement agencies.

Section 12-912B. FALSELY REPORTING VIOLATIONS. No person shall report a violation of this Chapter or City Ordinance knowing or having reason to know that the report is false with the intent to affect the licensing status or inspection schedule of the property.

Section 12-912C. TENANT RESPONSIBILITIES.

1. Access to Premise. When required by Minnesota Statutes, each tenant or occupant of a rental dwelling must give the owner, owner's representative or authorized City official access to any part of such rental dwelling at reasonable times for the purpose of inspection, maintenance, repairs, or alterations as are necessary to comply with the provision of this Chapter.

2. Compliance with Regulations. A tenant must comply with applicable City Codes and all applicable local, state, and federal regulations. A tenant is responsible for applicable property Code, nuisance, and violations of disorderly conduct as specified in Section 12-911 that occur on the property, including violations committed by household members or guests.

Section 12-913. TYPE IV PROVISIONAL LICENSES.

1. Rental properties that meet the provisional licensing criteria as described in Section 12-901 are eligible only for provisional licenses.

2. The City will provide by mail to each licensee a monthly report of any police and fire calls and incidents and applicable property Code violations as described in Section 12-901.

3. Mitigation Plan. The applicant for a provisional license must submit for Council review a mitigation plan for the license period. The mitigation plan shall describe steps proposed by the applicant to reduce the number of police and fire calls and/or the property Code issues described in Section 12-901 and 12-911 to a level that qualifies for a Type I, II, or III license. The mitigation plan may include such steps as changes in tenant screening procedures, changes in lease terms, security measures, rules and regulations for tenant conduct, security personnel, and time frame to implement all phases of the Crime Free Housing Program.

4. Council Consideration. The application with a proposed mitigation plan will be presented to the City Council together with a recommendation by the City Manager or the Manager's designee as to the disposition thereof. After giving the applicant an opportunity to be heard and present evidence, the Council shall approve, disapprove, or approve with conditions the application and the mitigation plan. If the Council disapproves an application and mitigation plan or approves it with conditions, it shall state its reasons for so doing in writing. In evaluating a mitigation plan, the Council will consider, among other things, the facility, its management practices, the nature and seriousness of causes for police and fire incidences and/or property Code issues and the expected effectiveness of measures identified in the plan to reduce the number of police and fire incidences and/or property Code violations. In evaluating a mitigation plan submitted by an applicant already under a provisional license, the Council will also consider the effectiveness of measures identified in the applicant's previous mitigation plan and the need for different or additional measures to reduce police and fire incidences and/or property Code violations.

5. Compliance with Mitigation Plan. The licensee shall comply with the mitigation plan as approved or modified by the Council. No later than the tenth day after each calendar month, the licensee shall mail or deliver to the City Manager a written report describing all steps taken in furtherance of the mitigation plan during the preceding month.

Section 12-914. CRIME FREE HOUSING PROGRAM. For the purpose of this Chapter, the Crime Free Housing Program shall mean the nationally recognized program, unless otherwise indicated. The phases of the program include, but are not limited to, the conditions set forth below.

1. Phase I. For license categories other than Type I, an owner, manager, or local agent responsible for the operation of the rental property must complete the Phase I training of the Crime Free Housing Program or a similar course approved by the City Manager. Certification as a rental property manager may also satisfy this requirement. Phase I includes the following:

a. Attend an eight-hour crime-free housing course presented by police, fire, public housing and others.

b. Use a written lease including the Minnesota Crime Free Housing Lease Addendum.

c. Check the criminal background of all prospective tenants and, upon request, provide a copy of Third Party Background Check procedures for Tenants.

d. Actively pursue the eviction of tenants who violate the terms of the lease and/or the Crime Free Lease Addendum.

2. Phase II. Includes Phase I plus the following:

a. Complete a Security Assessment and complete the security improvements recommended. This phase will certify that the rental property has met the security requirements for the tenant's safety.

b. Attend a minimum of 25 percent of Owners/Managers Association Meetings.

3. Phase III. Includes Phases I and II plus the following:

a. For properties with more than four units, conduct resident training annually for the residents where crime watch and crime prevention techniques are discussed.

b. For properties with more than four units, hold regular resident meetings.

c. Attend a minimum of 50 percent of Owners/Managers Association Meetings.

d. Have no City Code violations that were not resolved in accordance with compliance orders within the past year.

Section 12-915. CRIME FREE/DRUG FREE HOUSING LEASE ADDENDUM REQUIREMENTS. All tenant leases, except for state licensed residential facilities, shall contain the Crime Free/Drug Free Housing Lease Addendum. The Crime Free/Drug Free provisions are in addition to all other terms of the lease and do not limit or replace any other provisions. These lease provisions shall be incorporated into every new and renewed lease for a tenancy beginning April 1, 2010.

Section 12-916. TENANT BACKGROUND CHECKS.

1. All licensees will conduct criminal background checks on all prospective tenants 18 years and older and any subsequent persons 18 years or older residing in the dwelling unit. The criminal background check must include the following:

a. A statewide (Minnesota) criminal history check of all tenants who are 18 years of age or older and persons subsequently residing in the dwelling unit who are 18 years of age or older (collectively referred to in this Section as "tenants") covering at least the last three years; the check must be done "in person" or by utilizing the most recent update of the state criminal history files;

b. A statewide criminal history check from the tenant's previous state of residence if the tenant is moving directly from the previous state;

c. A criminal history check of any tenant in his or her previous states of residence covering the last three years if they have not resided in Minnesota for three years or longer;

d. A criminal history check of any tenant must be conducted in all seven counties in the metro Twin City area covering at least the last three years including all misdemeanor, gross misdemeanor, and felony convictions;

e. Licensees will retain criminal history check information for at least one year after the date of the check or, if the subject of the check becomes a tenant of the licensed premises, one year after the subject of the check has ceased to be a tenant. Such information shall be available for inspection upon request by the City Manager or the City Manager's designee; and

f. Licensees must have written screening criteria that is provided to the applicant.

Section 12-1001. ENFORCEMENT AND INSPECTION AUTHORITY. The City Manager and the Manager's designated agents shall be the Compliance Official who shall administer and enforce the provisions of this Chapter and who is hereby authorized to cause inspections on a scheduled basis for rental dwelling units, and other buildings when reason exists to believe that a violation of this Chapter has been or is being committed. Inspections shall be conducted during reasonable times, and the Compliance Official shall present evidence of official capacity to the occupant in charge of a respective dwelling unit.

Section 12-1002. INSPECTION ACCESS. Pursuant to Minnesota Statutes, Section 504B.211, the owner, manager, or local agent is responsible for scheduling the inspection and notifying any existing tenant of the inspection. The owner, manager, or local agent, must provide access to the requesting City authorized agent at the scheduled inspection time or as requested. Any owner, occupant, or other person in charge of a building may refuse to permit free access and entry to the structure or premises under that person's control for inspection pursuant to this Chapter, whereupon the Compliance Official may seek a court order authorizing such inspection.

Section 12-1101. UNFIT FOR HUMAN HABITATION.

1. Any building or portion thereof, that is damaged, decayed, dilapidated, insanitary, unsafe, vermin or rodent infested, or that lacks provision for basic illumination, ventilation or sanitary facilities to the extent that the defects create a hazard to the health, safety or welfare of the occupants or of the public may be declared unfit for human habitation. Whenever any building or premises has been declared unfit for human habitation, the Compliance Official shall order same vacated within a reasonable time and shall post a placard on same indicating that it is unfit for human habitation, and any operating license previously issued for such dwelling units shall be revoked.

2. It shall be unlawful for such building or portion thereof to be used for human habitation until the defective conditions have been corrected and written approval has been issued by the Compliance Official. It shall be unlawful for any person to deface or remove the declaration placard from any such building.

Section 12-1103. HAZARDOUS BUILDING DECLARATION. In the event that a building has been declared unfit for human habitation and the owner has not remedied the defects within a prescribed reasonable time, the building may be declared a hazardous building and treated consistent with the provisions of Minnesota Statutes.

Section 12-1201A. COMPLIANCE ORDER. Whenever the Compliance Official determines that any building or portion thereof, or the premises surrounding any of these, fails to meet the provisions of this Chapter, a compliance order setting forth the violations of the Chapter and ordering the owner, occupant, operator, or agent to correct such violations shall be issued. This compliance order shall:

1. Be in writing.

2. Describe the location and nature of the violations of this Chapter.

3. Establish a reasonable time for the correction of such violation and notify of appeal recourse.

4. Be served upon the owner or agent or occupant, as the case may require. Such notice shall be deemed to be properly served upon such owner or agent, or upon any such occupant, if a copy thereof is:

   a. Served upon owner, agent or occupant personally; or

   b. Sent by 1st class mail to his/her last known address; or

c. Upon failure to effect notice through (a) and (b) as set out in this Section, posted at a conspicuous place in or about the building, or portion thereof, that is affected by the notice.

Violations may be cited by the City and prosecuted, and license suspension, revocation or non-renewal may be undertaken by the City whether or not a compliance order has been issued.

Section 12-1201B. ACTION PLAN. The Compliance Official may require an action plan to be completed by the licensee, manager, or local agent in a designated time frame that indicates the steps taken to correct identified violations and the measures to be taken to ensure ongoing compliance with City Ordinances and applicable Codes.

Section 12-1202. RIGHT OF APPEAL. When it is alleged by any person to whom a compliance order is directed that such compliance order is based upon erroneous interpretation of this Chapter, such person may appeal the compliance order to the City Council sitting as a board of appeals. Such appeals must be in writing, must specify the grounds for the appeal, must be accompanied by a filing fee as set forth per council resolution, in cash or cashier's check, and must be filed with the department of planning and inspection within five (5) business days after service of the compliance order. The filing of an appeal shall stay all proceedings in furtherance of the action appealed from, unless such a stay would cause imminent peril to life, health, or property.

Section 12-1203. BOARD OF APPEALS DECISION. Upon at least five (5) business days notice to the appellant of the time and place for hearing the appeal, and within thirty (30) days after said appeal is filed, the board of appeals shall hold a hearing thereon, taking into consideration any advice and recommendation from the advisory housing commission. The board of appeals may reverse, modify, or affirm, in whole or in part, the compliance order and may order return of all or part of the filing fee if the appeal is upheld.

Section 12-1204. RESTRICTIONS ON TRANSFER OF OWNERSHIP. It shall be unlawful for the owner of any building, or portion thereof, upon whom a pending compliance order has been served to sell, transfer, mortgage, lease or otherwise dispose thereof to another person until the provisions of the tag or compliance order have been complied with, unless such owner shall furnish to the grantee, lessee, or mortgagee a true copy of any notice of violation or compliance order and shall obtain and possess a receipt of acknowledging. Anyone securing an interest in the building, or portion thereof, who has received notice of the existence of a violation tag or compliance order shall be bound by same without further service of notice and shall be liable to all penalties and procedures provided by this Chapter.

Section 12-1205. FAILURE TO CORRECT COMPLIANCE ORDERS. Any person who fails to comply with a compliance order and any person who fails to comply with a modified compliance order within the time set therein, upon conviction therefor shall be guilty of a misdemeanor, punishable in accordance with state law. Nothing in this Chapter however is deemed to limit other remedies or civil penalties available to the City under this Code or state law. Each day of such failure to comply shall constitute a separate punishable offense.

Section 12-1206. EXECUTION OF COMPLIANCE ORDERS BY PUBLIC AUTHORITY. Upon failure to comply with a compliance order within the time set therein and no appeal having been taken, or upon failure to comply with a modified compliance order within the time set therein, the criminal penalty established hereunder notwithstanding, the City Council may, by resolution, following a hearing upon not less than ten (10) days notice to the landowner cause the cited deficiency to be remedied as set forth in the compliance order. The cost of such remedy shall be a lien against the subject real estate and may be levied and collected as a special assessment in the manner provided by Minnesota Statutes, Chapter 429, but the assessment shall be payable in a single installment.

Section 12-1301. ALTERNATIVE SANCTIONS. Notwithstanding the availability of the foregoing compliance procedures and the penalties, whenever the Compliance Official determines that any building, or portion thereof, or the premises surrounding any of these fails to meet the requirements set forth in this Chapter, the Compliance Official may issue a violation tag summoning the responsible person into court or request the issuance of a criminal complaint and arrest warrant.

Section 12-1302. PENALTIES. Any person or responsible party who violates Sections 12-101 through 12-1402 is subject to the penalty provided under Section 12-1205 of this Code. Nothing in this Chapter however is deemed to limit other remedies or civil penalties available to the City under this Code or state law. Each day that a violation continues shall be deemed a separate punishable offense. No provision of this Chapter designating the duties of any official or employee of the City shall be so construed as to make such official or employee liable for the penalty provided in this Section because of failure to perform such duty, unless the intention of the City Council to impose such penalty on such official or employee is specifically and clearly expressed in the Section creating the duty.

Section 12-1401. SEPARABILITY. Every Section, provision, or part of this Ordinance is declared separable from every other Section, provision, or part to the extent that if any Section, provision or part of the Chapter shall be held invalid, it shall not invalidate any other Section, provision or part thereof.

## REGISTRATION AND REGULATION OF VACANT BUILDINGS

Section 12-1501. POLICY. The purpose of Sections 12-1501 through 12-1511 is to protect the public health, safety, and welfare by establishing a program for the identification and regulation of vacant buildings within the City. Sections 12-1501 through 12-1511 also determine the responsibilities of owners of vacant buildings and provides for administration, enforcement, and penalties associated with the same.

Section 12-1502. FINDINGS. Vacant buildings are a major cause and source of blight in residential and non-residential neighborhoods, especially when the owner or responsible party of the building fails to actively maintain and manage the building to ensure it does not become a liability to the neighborhood. Vacant buildings often attract transients, homeless people, trespassers, and criminals, including drug abusers. Neglect of vacant buildings, as well as use of vacant buildings by transients and criminals, creates a risk of fire, explosion, or flooding for the vacant building and adjacent properties. Vacant properties are often used as dumping grounds for junk and debris and are often overgrown with weeds and grass. Vacant buildings that are boarded up to prevent entry by transients and other long-term vacancies discourage economic development and retard appreciation of property values. There is a substantial cost to the City for monitoring vacant buildings whether or not those buildings are boarded up. This cost should not be borne by the general taxpayers of the community but rather these costs should be borne by those who choose to leave their buildings vacant.

Section 12-1503. DEFINITIONS. The following definitions shall apply in the interpretation and enforcement of Sections 12-1501 through 12-1511.

1. Compliance Official – the City Manager and the City Manager's designated agents authorized to administer and enforce Sections 12-1501 through 12-1511 of this Code.

2. Building – a building or structure designed for business use or human use or occupancy.

3. Owner – those shown to be the owner or owners on the records of the Hennepin County Department of Property Taxation; those identified as the owner or owners on a vacant building registration form, a holder of an unrecorded contract for deed, a mortgagee or vendee in possession, a mortgagor or vendor in possession, an assignee of rents, a receiver, an executor, a trustee, a lessee, other person, firm or corporation in control of the freehold of the premises or lesser estate therein. An owner also means any person, partnership, association, corporation, or fiduciary having a legal or equitable title or any interest in the property or building. This includes any partner, officer, or director of any partnership, corporation, association or other legally-constituted business entity. All owners shall have joint and several obligations for compliance with the provisions of Sections 12-1501 through 12-1511 of this Code.

4. Responsible party – means an owner, occupant, entity or person acting as an agent for the owner who has direct or indirect control or authority over the building or real property upon which the building is located. Any party having a legal or equitable interest in the property. Responsible party may include, but is not limited to, a realtor, service provider, mortgagor, leasing agent, management company or similar person or entity.

5. Vacant building – a building or structure is vacant if no person or persons actually and currently conducts a lawful business or lawfully resides or lives in any part of the building on a permanent, nontransient basis in accordance with the City's zoning regulations.

Section 12-1504. VACANT BUILDING REGISTRATION.

1. Application. The owner or responsible party must register a vacant building with the City no later than thirty (30) days after the building becomes vacant. The registration must be submitted on a form provided by the City and shall include the following information supplied by the owner:

   a. The name, address, telephone number, and email address, if applicable, of each owner or the owner's representative;

   b. The names, addresses, telephone numbers, and email addresses, if applicable, of all known lien holders and all other parties with any legal interest in the building;

   c. The name, address, telephone number, and email address, if applicable, of a local agent or person responsible for managing or maintaining the property;

   d. The legal description, tax parcel identification number, and street address of the premises on which the building is situated;

   e. A description of the premises, including the common address of the property;

   f. The date the building became vacant, the period of time the building is expected to remain vacant, and a property plan and timetable for returning the building to appropriate occupancy or use and for correcting Code violations and nuisances, or for demolition of the building;

   g. The status of water, sewer, natural gas and electric utilities.

   h. The owner must notify the Compliance Official of any changes in information supplied as part of the vacant building registration within thirty (30) days of the change.

2. Property Plan. The property plan identified in Section 12-1504(1)(f) must meet the following requirements:

   a. *General provisions.* The plan must comply with all applicable regulations and meet the approval of the Compliance Official. It must contain a timetable regarding use or demolition of the property. The plan must be completed within 30 days after the building is registered.

   b *Maintenance of building.* The plan must identify the means and timetable for addressing all maintenance and nuisance-related items identified in the application. Any repairs, improvements or alterations to the property must comply with the applicable building Codes and City regulations.

   c. *Plan Changes.* If the property plan or timetable for the vacant building is revised in any way, the revisions must meet the approval of the Compliance Official.

   d. *Demolition Required.* If a building has remained vacant for a period of three hundred and sixty-five (365) consecutive days, and the Compliance Official has not approved an alternative schedule in the property plan, the owner must demolish the building and restore the grounds. If the owner does not demolish the building, the City may commence abatement and cost recovery proceedings for the abatement of the violation in accordance with City Code Section 19-105.

3. Non-compliance and Notification. If the owner does not comply with the property plan or maintain or correct nuisance items, the City may commence abatement and recover its costs for correction of those items in accordance with City Code Section 19-105. In the case of an absent owner and ongoing nuisance items, the City need not provide notice of each abatement act to the owner. A single notice by the City to the owner that it intends to provide ongoing abatement until the owner corrects the items will be sufficient notice.

4. Exemptions.

   a. *Fire Damage.* A building that has suffered fire damage is exempt from the registration requirement for a period of ninety (90) days after the date of the fire if the owner submits a request for exemption in writing to the Compliance Official. A request for exemption must be approved by the Code official and include the following information supplied by the owner:

      i. A description of the premises;

      ii. The name and address of owner or owners;

iii. A statement of intent to repair and reoccupy the building in an expeditious manner and the time frame for completion;

iv. Actions the owner will take to ensure the property does not become a nuisance for the neighborhood.

b. "*Snowbirds.*" Those persons who leave their residential buildings on a temporary basis for vacation purposes or to reside elsewhere during the winter season and have the intent to return are exempt from the registration requirement. Exemption as a "snowbird" will be granted with proper verification.

5. Fees. The owner must pay an annual registration fee. The registration fee will be in an amount adopted by resolution by the City Council. The amount of the registration fee shall be reasonably related to the administrative costs for registering and processing the registration form and for the costs of the City in monitoring the vacant building site. The fee must be paid in full prior to the issuance of any building permits or licenses, with the exception of a demolition permit.

6. Waiver of Fee. The registration fee may be waived if the owner or responsible party has paid all past due registration fees and all other financial obligations and debts owed to the City that are associated with the vacant property and demonstrates, to the satisfaction of the Compliance Official:

a. that the property is re-occupied, with the exception of demolition, within a period of time deemed reasonable to the Compliance Official; and either

b. that he or she is in the process of demolition, rehabilitation, or other substantial repair of the vacant building; or

c. that he or she has a plan for the demolition, rehabilitation, or other substantial repair of the vacant building in a period of time that is deemed reasonable to the Compliance Official.

7. Assessment. If the registration fee or any portion is not paid within 60 days after billing, or within 60 days after any appeal becomes final, the City Council may certify the unpaid cost against the property in accordance with the process set forth in Section 19-105 of this Code.

8. Issuance of Permit. Upon completion of the registration process and payment of the fee, the City will issue a Vacant Building Permit to the owner. The owner must securely post the permit on the vacant building, if possible, on a side entrance door that is not generally visible from the public street. If no side entrance door is available, the permit must be securely posted on another available entrance door.

If the property is abandoned or the owner or responsible party fails to complete the registration process, the property will be administratively registered as a vacant property.

Section 12-1505. CHANGE OF OWNERSHIP. A new owner(s) must register or re-register a vacant building under Section 12-1504 within fifteen (15) days of any transfer of an ownership interest in a vacant building. The new owner(s) must comply with the approved property plan and timetable submitted by the previous owner. Any proposed changes in the property plan must be submitted and approved by the Compliance Official.

Section 12-1506. INSPECTIONS. The Compliance Official may inspect any vacant building in the City for the purpose of enforcing and assuring compliance with Sections 12-1501 through 12-1511 and other applicable regulations. Upon the request of the Compliance Official, an owner or responsible party must provide access to all interior portions of the building and the exterior of the property in order to complete an inspection. If the owner or responsible party is not available to provide access to the interior of the building, the City may use any legal means to gain entrance to the building for inspection purposes. Prior to any re-occupancy, a vacant building must be inspected by the City and found to be in compliance with Chapter 12 of the City Code and all other applicable regulations. All application and reinspection fees must also be paid prior to any reoccupancy of the building. All such fees are set by Resolution of the City Council.

Section 12-1507. MAINTENANCE OF VACANT BUILDINGS. The owner must comply with and address the following items in the property plan, as described in Section 12-1504(2):

1. Appearance. All vacant buildings must be so maintained and kept that they appear to be occupied.

2. Securing. All vacant buildings must be secured from outside entry by unauthorized persons or pests. Security must be by the normal building amenities such as windows and doors having adequate strength to resist intrusion. All doors and windows must remain locked. There shall be at least one operable door into every building and into each housing unit. Exterior walls and roofs must remain intact without holes.

    a. *Architectural (Cosmetic) Structural Panels.* Architectural structural panels may be used to secure windows, doors and other openings provided they are cut to fit the opening and match the characteristics of the building. Architectural panels may be of exterior grade-finished plywood or Medium Density Overlaid plywood (MDO) that is painted to match the building exterior or covered with a reflective material such as plexi-glass to simulate windows.

    b. *Temporary Securing.* Untreated plywood or similar structural panels or temporary construetion fencing may be used to secure windows, doors and other openings for a maximum period of 14 days.

c. *"Artistic" board-up.* With prior approval of the Compliance Official, artistic options may be utilized to secure a vacant building.

d. *Emergency securing.* The Compliance Official may take steps to immediately secure a vacant building at his or her discretion in emergency circumstances.

3. Fire Safety.

a. *Fire protection systems.* Owners of non-residential vacant buildings must maintain all fire protection systems, appliances and assemblies in operating condition and maintain underwriter laboratories (UL) monitoring of all systems.

b. *Removal of hazardous and combustible materials.* The owner of any vacant building, or vacant portion thereof, must remove all hazardous material and hazardous refuse that could constitute a fire hazard or contribute to the spread of fire.

4. Plumbing fixtures. Plumbing fixtures connected to an approved water system, an approved sewage system, or an approved natural gas utility system must be installed in accordance with applicable Codes and be maintained in sound condition and good repair or removed and the service terminated in the manner prescribed by applicable Codes. The building's water systems must be protected from freezing.

5. Electrical. Electrical service lines, wiring, outlets or fixtures not installed or maintained in accordance with applicable Codes must be repaired, removed or the electrical services terminated to the building in accordance with applicable Codes.

6. Lighting. All exterior lighting fixtures must be maintained in good repair, and illumination must be provided to the building and all walkways in the same manner as provided at the time the building was last occupied or as otherwise provided in the approved vacant building plan.

7. Heating. Heating facilities or heating equipment in vacant buildings must be removed, rendered inoperable, or maintained in accordance with applicable Codes.

8. Termination of utilities. The Compliance Official may require that water, sewer, electricity, or gas service to the vacant building be terminated or disconnected. Prior to the termination of any utility service, written notice must be given to the owner. No utility may be restored until consent is given by the Compliance Official. Utilities may be discontinued at the request of the owner or responsible party as part of the approved vacant building property plan. The Compliance Official may authorize immediate termination of utilities at his or her discretion in emergency circumstances.

9. Signage. Obsolete or unused exterior signs and installation hardware must be removed. Holes and penetrations must be properly patched and painted to match the building. Surfaces beneath the signs that do not match the building must be repaired, resurfaced, painted or otherwise altered to be compatible with the building surfaces.

   All signs must be maintained in good condition and in compliance with Chapter 34 of this Code. Auction signs or attention-getting devices may be placed on a property for no more than fourteen (14) consecutive days prior to the auction date and must be removed within three (3) days following the auction.

10. Exterior maintenance. The owner must comply with all applicable property maintenance regulations and City Codes including, but not liinited to, the following:

    a. *Public nuisances.* The owner must eliminate any activity on the property that constitutes a public nuisance as defined by Section 19-103 of the City Code.
    b. *Grass and weeds.* Any weeds or grass must be no greater than six (6) inches in height.
    c. *Exterior structure maintenance.* The owner must maintain the vacant building in compliance with Sections 12-701 through 12-713 as determined to be necessary by the Code official.
    d. *Abandoned or junk vehicles.* The owner must remove abandoned and junk vehicles from the property. The City may impound such vehicles consistent with the requirements in Chapter 19 of the City Code.
    e. *Storage and disposal of refuse.* The storage and disposal of refuse must comply with the requirements of Chapter 7 of the City Code.
    f. *Animals.* The owner must ensure that all animals are removed from the property and handled in a humane manner.
    g. *Diseased, dead or hazardous trees.* The owner must remove diseased, dead or hazardous trees or branches from the property in accordance with Chapter 20 of the City Code.
    h. *Graffiti.* The owner must remove all graffiti from the property in accordance with City Ordinance.
    i. *Abandoned pools.* Swimming pools must be maintained in good operating condition; treated to prevent pest harborage; or properly drained and emptied. Swimming pools must be secured in accordance with City Code Section 19-1402.

11. Removal of garbage and refuse. The owner of any vacant building, or vacant portion thereof, must remove all garbage, refuse, rubbish, swill, filth, or other materials from the vacant building and the property upon which the building is located.

12. Police protections systems. The owner must properly maintain all alarm systems in any vacant building or portion thereof in operating condition.

13. Loitering, criminal activities. Loitering or engaging in criminal activities is not allowed in the vacant building or on the real property upon which the vacant building is located. The owner or responsible party must not allow these activities and take immediate actions to eliminate these conditions once notified by the City.

14. Emergency Abatement. The Compliance Official may authorize immediate abatement of any public nuisance or maintenance item if, in the discretion of the Compliance Official, emergency circumstances exist that present an imminent threat to the public health and safety.

15. Other Codes. All other City Codes and applicable regulations must be complied with.

Section 12-1508. NO OCCUPANCY OR TRESPASS. No person may trespass, occupy or reside in, on a temporary or permanent basis, any vacant building without the owner's consent.

Section 12-1509. VANDALISM OR REMOVAL OF ITEMS PROHIBITED. No person may vandalize or remove items from a vacant building or the property upon which it is located, including, but not limited to, appliances, fixtures, electrical wiring, copper, or other similar items without the owner's consent.

Section 12-1510. APPEAL. Any person or responsible party aggrieved by a decision under Sections 12-1501 through 12-1509 may appeal to the City Council. The appeal must be in writing, must specify the grounds for the appeal, and must be submitted to the City Manager within ten business days of the decision that is basis of the appeal.

Section 12-1511. PENALTIES. Any person or responsible party who violates Sections 12-1501 through 12-1510 is subject to the penalty as provided under Section 12-1205 of this Code. Nothing in Sections 12-1501 through 12-1511, however, is deemed to impair other remedies or civil penalties available to the City under this Code or state law, including, but not limited to, Minnesota Statutes Sections 463.15 through 463.261.

*City of Kingston, NY*
*Wednesday, June 1, 2016*

# Chapter 332. Rental Properties

## Article I. Identification of Owners and Agents

### § 332-1. Definitions.

A. As used in this article, these terms shall have the meanings indicated as follows:

**ACTION or PROCEEDING**
Any action or proceeding which may be instituted in the City Court of the City of Kingston or the County Court of the County of Ulster or the Supreme Court of the County of Ulster or any court of competent jurisdiction with an alleged violation of any ordinance or law of the City of Kingston.

**BUILDING**
Any improved real property, residential or mixed use (commercial-residential), located within the City of Kingston, that is nonowner occupied.

**IDENTIFICATION OF BUILDING**
It is required that the house number be placed on the building in a conspicuous place.

**OWNER**
Any individual or individuals, partnership or corporation or any similar type business organization, whether for profit or otherwise, in whose name title to a building stands, including a mortgagee or vendee in possession, assignee of rents, receiver, executor, trustee, lessee, agent or any other person, firm or corporation directly or indirectly in control of the property.

**PROCESS**
A summons or any notice, mandate or any other paper process issued under any provision of the Code of the City of Kingston or any law or regulation of the State of New York.

**RENTAL PROPERTY**
Includes all properties which are either rented, leased, let or hired out to be occupied for residential or mixed use (commercial-residential), and are nonowner occupied.

B. For any rental property to be considered owner-occupied, the owner must prove that all individual owners, all partners, or all shareholders of a corporation actually have their principal residence at the rental property and reside therein on a full-time basis, it being the actual domicile of all individual owners, all partners, or all shareholders. At the request of the City of Kingston, any owner who claims to occupy the rental property shall provide a sworn affidavit providing the necessary information to support his or her claim that the premises are owner-occupied. [Added 9-14-2004 by L.L. No. 4-2004, approved 10-5-2004]

## § 332-2. Registration of owner.

A. The owner of a property constituting a rental property shall register the same with the Building Safety Division of the Kingston Fire Department within 60 days of the effective date of this article on a form approved by the Building Safety Division of the Kingston Fire Department. This form shall be known as a "landlord registration statement" which shall be signed by the owner under oath.

B. It shall be unlawful for any owner to offer any unit for rent, or to rent any unit, or to allow any rental unit to be occupied without having first registered pursuant to this article as required herein within the time prescribed for such registration. Failure to receive notice of the registration deadline will not excuse failure to register rental property. It is the owner's responsibility to fulfill the requirements of this article.

## § 332-3. Landlord registration statement.

A. Every owner of a rental property as above defined shall file with the Building Safety Division of the Kingston Fire Department, within 60 days after the adoption of this article, a landlord registration statement on forms to be supplied by the Building Safety Division of the Kingston Fire Department, containing the following:

(1) A description of the premises by street number or block and lot number, including tax identification number.

(2) The owner's name, residential address, and mailing address, together with his/her business telephone number, home phone number, cell phone number, fax number, as well as e-mail address, or, if such owner is a corporation, the name and address of such corporation and the name, residence, business address, together with the residence, business telephone numbers, cell phone numbers, fax numbers and e-mail addresses, if any, of all officers.

(3) Designation of managing agent. In the event the owner does not reside in Ulster County, then the owner must designate a managing agent. If a managing agent is required, then the owner shall provide the following information to the Building Safety Department of the City of Kingston: the name, residence, business and e-mail address and residence, business and fax telephone numbers of a natural person, 18 years of age or over, who actually resides within the County of Ulster, New York, and who shall be designated by such owner as a managing agent responsible for and in control of the maintenance and operation of such dwelling, and who shall be designated as the person upon whom process may be served on behalf of the owner. The managing agent and/or owner shall keep a current record of all the tenants, and their names and addresses, who are renting, leasing or living in the premises. There shall be endorsed upon such statements a written consent to such designation signed by such managing agent. An owner who is a natural person and who meets the requirements of this subsection as to the location of the residence or place of transacting business of a managing agent may designate him/herself as such managing agent.

(4) The owner shall be obligated, at all times, to keep this information updated, and when there is a change in ownership or a change in the managing agent, the owner shall be obligated to update the information by amending the landlord registration statement within 15 days from the date of any such change.

(5) Nothing contained in this section shall be construed as preventing a corporation which is an owner of real property from designating as its managing agent with respect thereto any

officer of such corporation who meets the requirements of this subsection as to location of the residence or the place of transacting business of the managing agent.

(6) Any designation as managing agent made pursuant to the provisions of this section shall remain in full force and effect until changed or terminated as herein after provided.

B. Upon completion and execution and submission of the landlord registration statement as aforesaid, said registration shall be reviewed by the Building Safety Division of the Kingston Fire Department or its designee for adequacy. Should the Building Safety Division of the Kingston Fire Department and/or its designee determine that said application is incomplete, defective or untruthful for any reason, said application shall be marked "rejected" and returned to the filer. A rejected application shall not be deemed to comply with the following provisions of this article.

C. It shall be the responsibility of each owner to timely notify the Building Safety Division of the Kingston Fire Department whenever the information provided in the landlord registration statement has become outdated or for any reason is no longer accurate.

D. A copy of the approved application shall be required and shall be a condition precedent before the owner shall be entitled to rent any unit contained in the rental property.

E. In the event that the owner of the rental property or mixed use property does not reside in the County of Ulster, New York, then the owner shall be obligated to hire a managing agent.

F. Where, after filing of any landlord registration statement in relation to any rental property under the applicable provisions of this article, the owner of such property shall have granted or transferred his/her right, title or interest therein or in any part thereof, such owner shall file with the Building Safety Division of the Kingston Fire Department within 15 days after such grant or transfer a written statement which, under oath, shall contain the name and residence, business addresses, business and home telephone, cell phone numbers, fax numbers and e-mail of the grantee, transferee or other successor of such right, title or interest, or if such grantee, transferee or successor is a corporation, the name and address of such corporation, including the names of all officers, their addresses, business and residence phone and cell numbers as well as e-mail addresses and fax numbers. If the owner is unable with due diligence, to secure the aforementioned information from the purchaser, then the owner shall immediately notify the Building Safety Division of the Kingston Fire Department in writing of this fact. After sending this notice, the owner shall thereafter have no further obligation with respect to this provision.

G. Where, after the filing of any landlord registration statement with the Building Safety Division of the Kingston Fire Department pursuant to the applicable provisions of this article, any change other than a designation of a different managing agent or a change of ownership or interest occurs in any name, residence or any business address of a list of officers required to be included in such statement, the owner, within 15 days after such change, shall file in duplicate, on forms to be furnished by the Building Safety Division of the Kingston Fire Department, a statement under oath setting forth the particulars of such change so as to supply the information necessary to make currently correct the last landlord registration statement filed pursuant to the applicable provisions of this section.

H. Any designation of the managing agent made pursuant to the applicable provisions of this section shall cease to be effective if such agent shall die or be judicially declared incompetent.

I. An owner may terminate such designation by filing with the Building Safety Division of the Kingston Fire Department a sworn written statement designating a new managing agent made in conformity with the provisions herein above cited.

J. Any landlord registration statement or designation of a managing agent required to be filed with the Building Safety Division of the Kingston Fire Department by any owner of a rental property

under the provisions of this section shall be signed by such owner, or if such owner is a corporation, by an officer thereof, or if such owner is a partnership, by a partner thereof, and said statements must be sworn to under the penalties of perjury.

K. Any such landlord registration statement or designation of a managing agent shall be deemed prima facie proof of the statement therein contained, in any criminal or civil prosecution instituted by the City of Kingston or by any proper prosecutorial agency against the owner or managing agent of a rental property.

## § 332-4. Inspection requirements.

A. The Building Safety Division of the Kingston Fire Department or its authorized designee or agent shall make provisions for inspections of each rental property, which is subject to the provisions of this article and shall notify each owner and/or managing agent of each rental property as to the time and place of such inspection. The inspection shall take place at a minimum of every 24 months. The inspection shall be for the purpose of determining compliance with all applicable rules and regulations concerning safety and maintenance of all rules and regulations applicable to said rental property, including the Code of the City of Kingston and all other such rules and regulations and laws of the State of New York. In addition, the owner and/or managing agent shall be obligated to review with the Building Safety Division of the Kingston Fire Department and its designee or agent the contents of the landlord registration statement to determine if all said information is up-to-date, complete and accurate in all respects.

B. Any inspection report issued pursuant to Subsection **A**, of this section which reveals the presence of a violation shall be remedied by the owner within the time stated in the report. Failure to bring any building and/or rental property into conformance with such report and/or to remedy within the time set forth therein shall constitute a violation of this article, it being expressly understood that this provision shall not constitute the exclusive remedy of the City of Kingston, but shall be an addition thereto.

## § 332-5. Application for search warrants.

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

## § 332-6. Public to have access to records.

Nothing in this article shall prevent any member of the public, prospective tenant or any resident of the City of Kingston from determining whether any particular rental property has been registered pursuant to this article. The general public shall have full access to said landlord registration statements upon filing of the proper Freedom of Information Act application.

## § 332-7. Enforcement.

The City of Kingston shall have a choice of enforcing this article by seeking civil penalties or by instituting a criminal proceeding or may choose to do both.

A. Criminal proceeding. A summons or appearance ticket for any violation of this article may be served in the County of Ulster, New York as defined within the meaning of New York Criminal Procedure Law, § 150.40. In the event that the owner does not reside in the County of Ulster, then the owner shall be obligated to designate a managing agent, who maintains a bona fide residence in the County of Ulster.

B. A designating managing agent of an owner may be served with a notice of violation, order of remedy, order of violation, an appearance ticket or other service of process, whether criminal or civil, pursuant to and subject to the provisions of law as if actually served upon the owner.

C. No owner who designates a managing agent pursuant to the provisions of this article may assert the defense of lack of notice or lack of in personam jurisdiction based solely upon the service of process upon his designated agent.

## § 332-8. Service of papers - notice of violations.

Service of papers and notice of violations shall be:

A. By delivering to and leaving a copy of the same with any person or persons violating, or who may be liable under any of the several provisions of this article; and

B. By registered or certified mail to the most current address on file in the landlord registration statement upon the owner and/or managing agent; and

C. If none is on file to the most current address in the City Assessors Office by registered or certified mail to the owner and/or managing agent; and if such person or persons cannot be served by any of the aforesaid methods after diligent search shall have been made for him/her or them, then such notice or order may be served by posting the same in a conspicuous place upon the rental property where such violation is alleged to exist, or to which such notice may refer, or which may be deemed unsafe or dangerous, which shall be the equivalent of personal service of said notice upon all parties, including the owner and/or managing agent for whom such search shall have been made; or

D. By any other method or service authorized pursuant to Article III of C.P.L.R.

E. Notice by mail to owners residing out of state. If the person or persons or any of them to whom said notice is directed, do not reside in the County of Ulster and have no known place of business therein, the same may be served by delivering to or leaving with such person or persons or either of them a copy of said notice. If said person or persons cannot be found with a due diligence search, then by posting a copy of the same in a manner aforesaid and depositing a copy thereof in a post office in the City of Kingston, enclosed in a sealed wrapper addressed to said person or persons at his/her last known place of residence with the postage paid thereon, and said posting and mailing a copy of said notice shall be equivalent to personal service of said notice.

## § 332-9. Rental permit required; fees.

A. Rental permits.

(1) No rental property and/or building as defined herein shall be occupied by anyone, including any tenants, without a valid rental permit.

(2) The Building Safety Division of the Kingston Fire Department shall issue such permit after receipt of a valid landlord registration statement as discussed herein. Such rental permit shall be valid until such lime as the owner or any new owner is required to file a new landlord registration statement.

(3) The owner and/or managing agent must present the previous rental permit at the time that the new landlord registration statement is submitted.

B. The fee schedule applicable to the inspections required by this article shall be set forth in the fee schedule to be established by resolution of the Common Council of this City.[1]
[Added 9-14-2004 by L.L. No. 4-2004, approved 10-5-2004; amended 9-2-2014 by L.L. No. 2-2014, approved 9-11-2014]

[1] *Editor's Note: See Ch.* ***217****, Fees.*

## § 332-10. Posting of trash/refuse policy; notification to tenants of "Property Maintenance by Tenants" ordinance.

[Added 8-2-2005 by L.L. No. 3-2005, approved 9-6-2005[1]; amended 1-8-2013 by L.L. No. 1-2013, approved 1-22-2013]

A. The Department of Public Works' trash/refuse policies and procedures shall be conspicuously posted in all rental buildings by the owner.

B. The landlord shall receive an initial fine of $100 if the Department of Public Works' trash/refuse policies and procedures are not conspicuously posted in any rental building owned by the owner. Should such notice thereafter not be conspicuously posted, a fine of $250 shall be imposed against the owner.

C. The landlord shall provide each tenant with a copy of the City of Kingston "Property Maintenance by Tenants" ordinance (Chapter **333** of the Code of the City of Kingston) at the time the tenant executes a rental lease or when the tenant initially takes occupancy of the rental property, whichever event occurs sooner. The receipt of a copy of Chapter **333** should be acknowledged by the tenant in writing, and such writing shall be retained by the landlord.

D. Failure to comply with the provisions of § **332-10C** shall result in the landlord being subject to a fine of $100.

[1] *Editor's Note: This local law also redesignated former §§ 332-10 and 332-11 as 332-11 and 332-12, respectively.*

## § 332-11. Revocation or suspension of permit.

Any permit issued pursuant to this article may be revoked or suspended by the Building Safety Division of the Kingston Fire Department after notice to the owner and an opportunity for the owner to be heard upon a finding by the Building Safety Division that the requirements of this article or any conditions of said permit have been violated or that the premises are not being maintained in accordance with the requirements of any applicable law, rule or regulation.

# § 332-12. Penalties for offenses.

Violations of this article will constitute an offense within the meaning of the Penal Law of the State of New York, punishable as provided for herein. In addition, a violation of any provision of this article shall constitute a municipal infraction and will be subject to applicable penalties under this article, and the City of Kingston may choose to enforce this article as a criminal or civil matter, or both. Any owner who violates, disobeys, neglects or refuses to comply with any of the terms of this article shall be subject to a fine of not more than $500. Each week a violation continues shall be deemed a separate offense and so subject the owner to an additional fine of up to $500. In addition, if the City of Kingston chooses to proceed under this article as a criminal offense, the violation of this article shall be subject to a fine of up to $500 and/or up to 30 days in jail, it being understood that each week a violation continues shall be deemed a separate offense subjecting the offender to additional weekly fines of up to $500 and/or additional jail sentences of up to 30 days.

*City of Kingston, NY*
*Wednesday, June 1, 2016*

# Chapter 333. Rental Premises, Property Maintenance for Tenants of

## § 333-1. Definitions.

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

**RENTED RESIDENTIAL PREMISES**
Includes all premises used or intended for dwelling or related purposes, permanent or transient by a tenant(s).

**TENANT**
A person in possession or control of premises under a written lease or oral agreement for the payment of money.

## § 333-2. General requirements.

Tenants of rented residential premises shall maintain the rented premises in conformance with the following standards. Tenants shall only be responsible for conditions that he or she actually caused.

## § 333-3. Open areas.

A. Steps, walks, driveways, parking spaces and similar paved areas shall be maintained to afford safe and convenient passage. Structural repairs are the responsibility of the property owner.

B. Yards, courts and vacant lots shall be kept clean and free of hazards.

C. Open fires shall not be permitted, unless authorized and approved pursuant to local law and in conformity with state air pollution control regulations.

D. Vehicles shall not be parked between the front line(s) of the building extended to the side lines and the front line of the lot, except in formally designated parking area.

## § 333-4. Buildings and structures.

A. Floors, walls, including windows and doors, ceilings and other interior surfaces within the rented residential premises shall be maintained in clean and sanitary condition so as not to attract insect, vermin and rodent harborage and infestation.

B. Extension cords. Electrical extension cords shall not be used in excess. If extension cords must be used, they must not cross any pathways, or be placed under carpets or rugs. They also should not be a tripping hazard.

C. Electrical.

(1) Tenants who are not licensed electricians shall not do any electrical work, nor shall they tamper with any electrical wiring in any way, nor shall they permit third parties who are not licensed electricians to do such electrical work, or to tamper with any electrical wiring in any way.

(2) Electrical light fixtures and other heat-generating appliances shall not be covered with fabric or other combustible material.

D. External decorative lighting, including but not limited to holiday lighting, shall not be hung by tacks or nails in such a manner as to create a fire hazard.

E. Excessive amounts of loose fabric when used as a wall or ceiling covering is a fire hazard and is not permitted.

F. Tenants may not store or place anything in such a way that it might block or prevent the use of a means of exiting from a room, apartment, or building. Items should not be stored by tenants in unfinished areas of buildings (cellars, attics, etc.), which could contribute to combustion in a fire or block access by emergency personnel. (i.e., mattresses, old boxes, lumber, clothes, etc.).

G. Tenants shall not store combustible or flammable liquids in their residence, or in accessory buildings, except in sealed, approved containers.

H. Flammable and combustible liquids shall not be stored in hallways, exits, stairways or areas normally used for the safe passage of people.

I. Unfinished areas of buildings, such as cellars or attics, shall not be used for any activities whatsoever other than for utility purposes.

J. Rugs or carpet shall not be installed in such a way as to obstruct the smooth opening or closing of any doors.

K. Cooking and refrigeration appliances, kitchens, and bathrooms must be kept in a clean and sanitary condition so as not to attract insect, vermin and rodent harborage and infestation.

L. Food garbage shall not be stored on premises in such a way or for such a period of time so as to become a health hazard.

## § 333-5. Infestation and screening.

For single-occupancy premises only:

A. Grounds, buildings and structures shall be maintained free of insect, vermin and rodent harborage and infestation.

B. Where rodent infestation exists, windows and other openings in basements and cellars shall be screened to prevent entrance of rodents.

## § 333-6. Garbage and refuse.

A. Adequate sanitary facilities and methods shall be used for the collection, storage, handling and disposal of garbage and refuse within rental dwellings. Storage containers in rental dwellings shall be of an approved flame-resistant material.

B. The accumulation or storage of garbage or refuse in public halls or stairways shall be prohibited.

C. Tenants should not place loose bags of garbage and or recyclables outside the premises or in a garage area, except within the confines of a receptacle designed for such use.

D. Tenants shall not store or leave interior furniture outdoors except for disposal in accordance with applicable rules and regulations of the Department of Public Works.

## § 333-7. Junk.

A. Refrigerators, and similar equipment with locking mechanisms, shall not be discarded, abandoned or stored on premises accessible to children, without first removing the locking devices or the hinges of the doors.

B. Junked vehicles, equipment and materials shall not be stored in open areas of premises.

## § 333-8. Domestic animals and pets.

Domestic animals and pets shall be kept in an appropriate manner so as not to constitute a hazard or nuisance. All pet waste shall be promptly collected and disposed of in a sanitary manner.

## § 333-9. Smoke detectors; carbon monoxide detectors; fire extinguishers; sprinkler systems.

A. Smoke detectors and carbon monoxide detectors shall not be removed, damaged or disabled in any way. Smoke and carbon monoxide detectors shall not be disabled by the tenant(s).

B. The detectors shall not be disconnected from a power source or rendered inoperable in any way. Batteries in smoke detectors located in a residential premises must be maintained by the tenant(s) of the premises.

C. It shall be the duty of the tenant(s) of any residential premises to keep and maintain such detectors located within their dwelling unit, or sleeping room, in good repair and operable condition and to notify the landlord to replace any and all devices which are stolen, removed, missing or rendered inoperable during their tenancy of such dwelling unit with an identical device or an equivalent device, as approved by the owner.

D. Fire extinguishers shall not be used for any purpose other than that for which they were designed.

E. Sprinkler systems shall not be tampered with in any way whatsoever, nor shall sprinkler heads be used to hang anything from.

## § 333-10. Exits; hardware for doors.

A. Prohibited locking devices. No hasp, lock, padlock, bar, chain or other device, which is openable only from the exterior, shall be installed by a tenant(s) on any door, which is used or intended to be used, as a means of egress.

B. Locking devices required.

(1)

It is the responsibility of all landlords to ensure that exit doors from dwelling units, and doors from bedrooms, sleeping rooms or lodging units which are located within dwelling units, rooming or boarding houses, in which three or more unrelated individuals reside, shall be equipped with a locking device which is securable by means of a key from the outside and which is provided, on the inside, with a simple type of releasing device, such as a knob, handle or panic bar, the method of operation of which is obvious, even in darkness. No tenant shall remove and/or disable said locking devices.

(2) It is the responsibility of all landlords to ensure that all openable windows located within 10 feet, measured vertically, or within six feet, measured horizontally, of ground level, or of exterior balconies, porches, stairs, fire escapes, railings, roof surfaces or any other accessible structure, shall be equipped with sash locks designed to be openable from the inside only. Sash locks shall be easily openable without the use of keys and be maintained in good repair. No tenant shall remove and/or disable said sash locks.

C. Self-closing doors shall not be blocked in the open position, and automatic doors shall not be removed.

D. Exit lights and signs shall not be tampered with. If exit lights are out or malfunctioning, the landlord must be notified.

## § 333-11. Violations and enforcement.

A. Whenever the City Code Enforcement Officer finds that there has been a violation of these standards, the Code Enforcement Officer shall issue a notice of violation and order to remedy to the person or persons responsible. The order shall:

(1) Be in writing.

(2) Identify the premises.

(3) Specify the violation and remedial action to be taken.

(4) Provide a reasonable time limit for compliance.

(5) State the time within which an appeal may be taken.

(6) If the violation constitutes a public nuisance or renders the premises dangerous or unsafe, include, in the order, a statement that if the violation is not remedied within the time limit specified in the order, the City may remedy the violation.

B. A notice of violation and order may be served as follows:

(1) By personal service upon the tenant(s).

(2) By posting a copy thereof on the door of the tenant(s) premises, or if access thereto is denied, by posting a copy thereof on the outside door of the building and mailing a copy to the tenant(s) in a postpaid wrapper addressed to the tenant(s).

C. In case the tenant(s) shall fail, neglect or refuse to remove, eliminate or abate the violation, or in the case that the owner, lessor or agent fails to cause the tenant(s) to remove the violation within the time specified, the Code Enforcement Officer shall forward the notice of violation to the Corporation Counsel who shall prosecute same as provided herein.

D.

If the violation constitutes a public nuisance or renders the premises dangerous or unsafe, and the violation order has been served, but the violation has not been remedied within the time limit specified in such violation order, the City may remedy the violation.

## § 333-12. Penalties for offenses.

Failure to comply with a violation order, within the time limit stated therein, shall constitute an offense. A person convicted of an offense shall be punished by a fine not to exceed $250 or imprisonment, or both. Each week that a violation continues shall be deemed a separate offense and so subject the occupant to an additional penalty as provided above.

## § 333-13. Violations constitute substantial obligation of tenancy.

Unless otherwise provided for by state or federal law or the provisions of a lease, the compliance with the provisions of this chapter shall constitute a substantial obligation of every residential tenancy and the violation thereof shall be grounds for termination of the tenancy.

Center for COMMUNITY PROGRESS
Vacant Spaces into Vibrant Places

November 2015

# RAISING THE BAR: LINKING LANDLORD INCENTIVES AND REGULATION THROUGH RENTAL LICENSING

## A Short Guide for Local Government Officials

Alan Mallach
Center for Community Progress




A Center for Community Progress Practice Brief

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This guide was prepared to assist local officials and others concerned with rental housing issues develop rental regulation ordinances. While it contains discussion of legal and policy issues for consideration by local leaders, it does not constitute legal advice and should not be relied upon as such. If you have any specific questions about any legal or financial matter related to rental regulation, you should consult an appropriately qualified professional. Municipalities are urged to consult local legal counsel in the course of preparing ordinances or taking other steps with respect to the matters addressed in this guide.

## ABOUT THE CENTER FOR COMMUNITY PROGRESS

Founded in 2010, the Center for Community Progress is the only national 501(c)(3) nonprofit organization solely dedicated to building a future in which entrenched, systemic blight no longer exists in American communities. The mission of Community Progress is to ensure that communities have the vision, knowledge, and systems to transform blighted, vacant, and other problem properties into assets supporting neighborhood vitality. As a national leader on solutions for blight and vacancy, Community Progress serves as the leading resource for local, state, and federal policies and best practices that address the full cycle of property revitalization. Major support for Community Progress is generously provided by the Charles Stewart Mott Foundation and the Ford Foundation.

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# INTRODUCTION: UNDERSTANDING THE REGULATORY FRAMEWORK

Regulating the condition and operation of rental housing is a major challenge facing local governments across the United States, particularly those experiencing social and economic distress. In recent years, along with widespread foreclosures and loss of property values, many municipalities have seen increasing numbers of single family homes move from owner-occupancy to absentee ownership and rental occupancy. While a stock of sound, well-managed single family rental properties can be a valuable asset for a community, in many cases much of this inventory is neither sound nor well-managed.

The responsibility for making sure that landlords maintain and manage their properties well falls to the municipality, which has the authority to enforce codes and take a variety of other actions under the legal powers they have to regulate property (see text box). The goal of these regulations is not to hinder landlords' ability to conduct business, but to raise the bar and ensure, to the extent possible, that landlords are responsible stewards of their properties, working with the municipality to ensure safe, clean neighborhoods.

## THE MUNICIPAL POWER TO REGULATE PROPERTY

The powers of local governments to regulate properties vary widely from state to state and within states between "home rule" and "non-home rule" municipalities. Home rule municipalities typically have broad powers to address the public health, safety, and general welfare in areas that are *not expressly precluded* by state law. Non-home rule municipalities have much more limited powers, and can only act within the parameters *expressly permitted* by state law. The same distinction applies at the state level. In some states, known as "Dillon's Rule" states, municipalities have no home rule powers, but are limited to those activities that are expressly permitted by state law. In other states, they have varying degrees of flexibility to act on the basis of what is known as the municipal "police power" to uphold the health, safety and general welfare of the community's citizens. Local officials should consult with legal counsel familiar with these issues before taking action.

**Throughout the guide, key points are indicated with this symbol:** ➡

The way in which municipalities do so can be called the *regulatory framework*, which is the sum of the ordinances, administrative systems, and operating practices the municipality uses to foster responsible landlord behavior and sound, well-managed rental housing in the community. The principal elements in the regulatory framework are shown in Table 1 below, with a brief description and rationale for each. *Landlord*

## Table 1: The Rental Housing Regulatory Framework

| ELEMENT | DESCRIPTION | RATIONALE |
|---|---|---|
| Landlord registration or licensing ordinances | A *registration* ordinance requires landlords to register their properties with the municipalities and provide contact information<br>A *licensing* ordinance requires registration and a regular health and safety inspection, and may also require other actions by the landlord. | A registration system is informational only, and does not affect the right of a landlord to own and operate rental property. A licensing system conditions that right on compliance with appropriate public interest standards, and raises the bar for landlords in the community. Where legally permitted, a licensing system is a much more effective way of improving rental housing quality. |
| Mechanisms to ensure landlords are registered and/or licensed | Procedures (see Sec. 1.1 of the guide) to ensure that landlords register or comply with licensing requirements. | No ordinance is self-enforcing, and simply passing a registration or licensing ordinance does not get landlords, especially small landlords of single-family properties to comply. Proactive steps are needed to get landlords into the system. |
| Rental property information system | A data base of registered/licensed rental properties in the community, including information about code compliance, police calls, and tax/fee payment status. | The ability to track landlords and rental properties is a key to effective enforcement. A strong property information system allows a municipality to target resources to problems more effectively |
| Strategic code enforcement | Code enforcement that goes beyond complaint response to strategically address systemic targets and focus on bringing properties into compliance with codes | Complaint-driven code enforcement, while necessary, is inefficient and leads to scattered outcomes rather than systematic compliance and neighborhood stabilization |
| Compliance-oriented fee structure | Fee structures that are oriented to generating positive outcomes and maximizing compliance rather than revenues | Fees should not be seen as a revenue generating mechanism, but as a way of motivating landlords to affirmatively comply with ordinances as responsible owners. |

*incentives should be thought of as part of the overall regulatory framework, rather than as a separate unrelated strategy.*

The guide is divided into three major areas – getting the most out of a licensing system, improving the quality of rental management, and offering incentives to responsible landlords. Each of these areas is divided into a number of specific areas. While some strategies depend on having others in place – it is hard to set up a performance-based licensing system without a good property data base – others can be done by themselves. We try to indicate as we go along which steps are dependent upon other actions, and which are not.

# I CREATING A LICENSING SYSTEM

## 1.1 UNDERSTANDING WHY LICENSING IS SO IMPORTANT

It is important to make clear up front the difference between a licensing and a registration system, and why licensing allows a municipality to become much more effective and proactive in terms of raising the quality of its rental housing stock. A registration system is purely informational. It requires landlords to provide basic information to the municipality. It carries with it no inherent ability to enforce codes or set standards.

A licensing system, which is the primary subject of this guide, is a fundamentally different matter. By establishing minimum standards that a landlord must comply with in order to operate a rental housing unit, licensing serves as the basis for a multifaceted system to improve the community's rental housing stock. A licensing system makes it clear that the community's landlords have a responsibility to live up to certain standards, but also that the municipality has accepted its responsibility to act proactively to enforce its standards. Licensing also facilitates efforts to move from a reactive and complaint-driven code enforcement system to one that is strategic and designed to improve the quality of the entire rental stock, not just the properties that trigger complaints.

A municipality that has a registration system has taken an important first step when it decides to transition to a licensing system, since it has already begun the process of creating an inventory of landlords who will need to be licensed. The key question, which is addressed below in the framework of the licensing system, is whether the inventory does in fact contain all or the great majority of the landlords and rental properties in the municipality. Experience in many different communities has shown that simply enacting an ordinance does not lead to compliance – a systematic outreach strategy is needed.

## 1.2 REACHING OUT TO THE COMMUNITY

The outreach strategy, however, really needs to begin even before the ordinance is enacted. The rationale for licensing rental properties is straightforward and compelling. The ability to live in housing that meets basic health and safety standards is a fundamental human need, and arguably far more critical to far more people than many of the professions and activities that are already subject to state or local licensing requirements.

At the same time, municipalities seeking to enact rental licensing may encounter strong opposition from property owners. While some objections may not be well-founded, others may reflect legitimate concerns that an ordinance may be administered in a punitive fashion or accompanied by unduly burdensome fees. For that reason, any municipality considering rental licensing should reach out to those most directly affected in advance, to explain how the proposed ordinance would work, and why it would benefit landlords, tenants, and their communities. Outreach efforts should focus not only on landlord and real estate associations and their key members, but also to tenant organizations where they exist, and to neighborhood and block associations.

➡ Since most owners of rental properties in most communities are responsible landlords, an important selling point of *a performance-based licensing system*, as described in this guide, is that it does not treat rental properties and landlords in a "one size fits all" fashion, but rewards responsible landlords, while focusing enforcement on chronic offenders.

Outreach should be systematic and thoughtful, and all parties should be given the opportunity to have meaningful input into the specific provisions of the proposed ordinance, not merely be encouraged to support something presented as a *fait accompli*. In the end, no amount of outreach can guarantee that there will be no opposition, but a sound outreach effort will not only reduce opposition and build support, but, in the event the ordinance passes even with opposition, help the city build the positive relationships it will need with the landlord community to bring about successful implementation of the ordinance.

Small municipalities may find it difficult, given their limited financial and staff resources, to implement some of the actions in this guide by themselves. An alternative approach worth serious consideration is to carry out those actions through intermunicipal cooperation, or by having them carried out by a regional body or other entity. Areas where this may be worth consideration are discussed in Part IV of the guide. A final section provides resources, including informational material on landlord strategies generally and links to specific good practices.

# II GETTING THE MOST OUT OF A

# LICENSING SYSTEM

## OVERVIEW

Creating a licensing system, in and of itself, can be an effective starting point in improving the quality of rental housing maintenance and management in a municipality. It is only effective, however, if the great majority of landlords in the community are licensed. The threshold problem that municipalities face when they enact such an ordinance is getting landlords into the system. Experience shows that without proactive steps to get landlords licensed, only one-third or fewer are likely to get into the system, a number that will typically exclude most of the small mom-and-pop owners of single family properties. Many landlords are unlikely to be aware of the existence of the ordinance, while others – in the absence of systematic enforcement, which is rarely present – expect that they can remain under the municipality's radar. Section 2.1 will describe the steps a municipality can use to get more landlords into a licensing system.

The second step to get the most out of the system is to take the licensing information, along with other information that is already available in the community about properties, and create a simple database to track rental properties, described in Section 2.2. This enables the municipality to understand its rental inventory, identify problem properties and landlords, and target limited resources to the problems. It can also help build cooperative relationships between the local government, residents, and neighborhood associations to help address problem properties in their neighborhoods. We refer to a system that focuses on problems, while rewarding good landlord performance, as a performance-oriented regulatory system, described in Section 2.3.

## 2.1 GETTING LANDLORDS INTO A LICENSING SYSTEM

While no municipality can expect to have 100% of the landlords licensed, at least 80% to 90% should be licensed for the licensing regime to be effective. This can only happen through a systematic effort to gain compliance. Obvious strategies, such as door-to-door campaigns, are likely to be both expensive and ineffective. Cities have limited resources to devote to this task, and must come up with more cost-effective strategies to gain compliance. Some of those strategies may be able to take advantage of available technologies in creative ways. This section describes three strategies municipalities can use.

a. Mass mailing

(1) Create a list of presumptive rental properties, by comparing property addresses

to the name and address of the person to whom property tax bills are sent, and sorting by the latter address (some money can be saved by sending a single mailing to the owner of multiple properties). The list should be screened to identify those properties that are already licensed so that they do not receive mailings.

(2) Send the owner of record a packet containing the following information:

a. A cover letter explaining the licensing requirement affecting all rental properties in the municipality
b. A flier explaining the provisions of the licensing ordinance and regime
c. A licensing form, for the owners of rental properties to return to the municipality with the appropriate fee; and
d. An affidavit of non-rental status, a sworn document which the owner can complete and return if the property is not being used as a rental property

The mailing should also indicate that the municipality has adopted a six-month (or similar period) amnesty period, during which no landlord will be penalized for failing to file a licensing application. It should further describe the potential penalties to which the owner may be subject if he or she fails to get the property licensed within that period, or if the owner files the affidavit of non-rental status and is subsequently found to be operating the property as a rental property.

(3) Send a follow-up letter to owners who fail to respond, one way or the other, to the initial mailing. This letter should go out 45 to 60 days after the initial mailing. While resources are unlikely to permit systematic visits to the properties of all owners who fail to respond, a schedule of spot-checks should be developed within the limits of available personnel.

b. Transaction-driven mailing

(1) Arrange with the county to receive a list of new sales transactions on a regular basis (at least monthly).

(2) As the municipality is notified of each transaction, the same packet described above should be mailed to the owner of record. Since the owner in many cases will be unfamiliar with the municipality, the packet should also include a flier with other information likely to be useful to a property owner in the municipality, such as emergency phone numbers, landlord-tenant ordinances, code requirements, and trash collection schedules.

(3) As above, a second letter should be sent to those who do not respond to the initial mailing. Depending on the number of properties involved and the resources available, follow-up visits should be made to some or all of the properties where the owner has failed to respond.

The mailing process can, in large part, be automated; in other words, the addresses can be entered into a computer and appropriate software can be installed to generate the mailings. Depending on the volume and costs involved, the municipality may want to contract with a direct mail firm which already has the necessary equipment, rather than doing this in-house.

c. Citizen reporting (drop-a-dime)

Despite a municipality's best efforts, many landlords may remain unlicensed. In order to get more of those landlords into the regime, the municipality can utilize the eyes and ears of its residents to report unlicensed landlords.

(1) Create and post in a highly visible location on the municipality's website an accessible, searchable database of all of the *licensed* rental properties, with their owners' names and contact information.

(2) Create on the municipal website a simple means by which residents or neighborhood organizations can report properties that (1) they believe to be rental properties; and (2) do not appear in the municipality's licensed rental property database. This can take the form of a box in which the resident can enter the address of the property.

(3) When properties are reported, send the owner of record a mailing similar to that described under 2.1(a) above.

(4) Once these features have been put on the municipality's website, get the word out energetically to civic organizations and neighborhood groups, urging them to use it to help establish and maintain the quality of the municipality's rental housing stock.

➡ The procedure should be simple and *anonymous*. Requiring people who report properties to identify themselves discourages reporting.

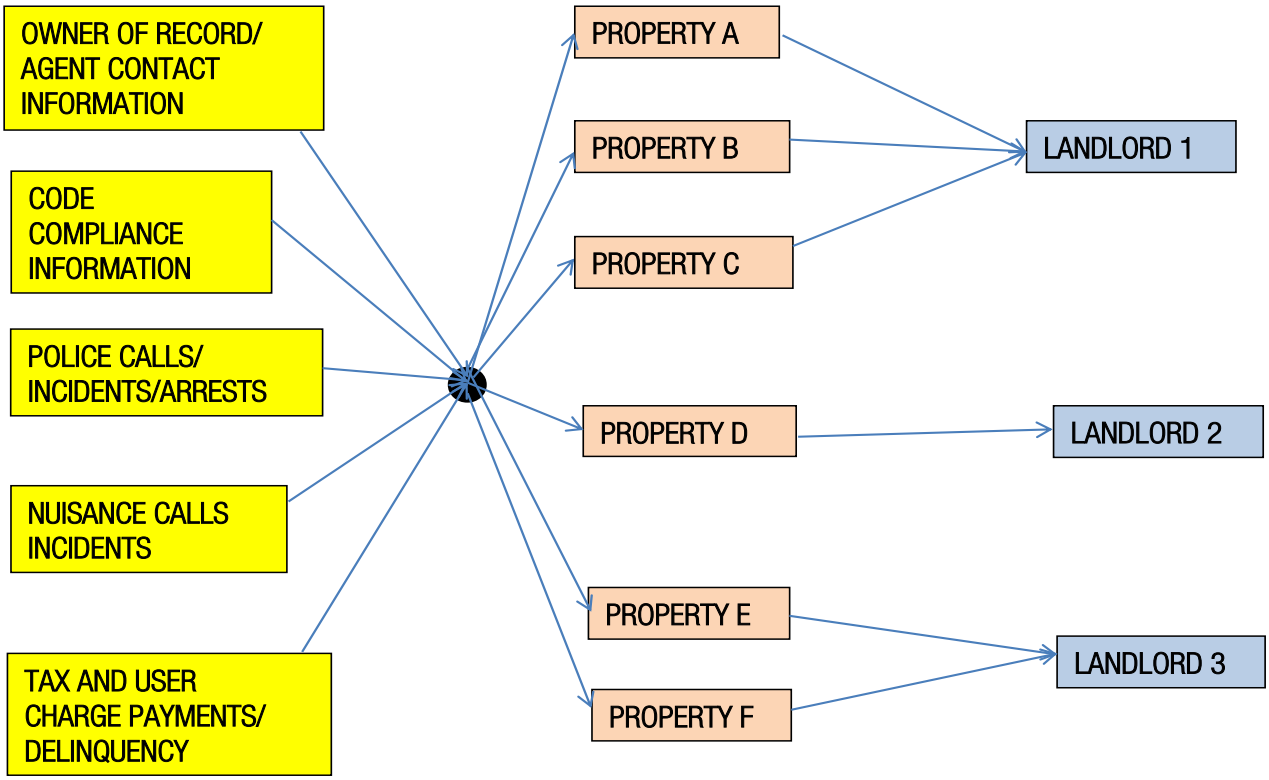
➡ In view of the widespread ownership of smartphones, communities should explore whether an app may be available that people can download to their smartphones and use for this purpose. Existing systems that have been developed for people to report vacant, blighted properties could perhaps be adapted to reporting unlicensed landlords.

# 2.2 CREATING A BASIC RENTAL HOUSING INFORMATION SYSTEM

Having good basic information about the community's rental properties, and what is happening with them is a major asset in any rental housing regulatory system. It makes possible a variety of strategies that can make the municipality's regulatory efforts both more effective – in terms of their impact on housing quality and neighborhood stability – and more efficient – in terms of impact relative to the amount of resources devoted to the task.

The principle of a basic rental housing information system is straightforward: assemble information already being gathered in the municipality on rental properties and their owners, so that information on either an individual property or an individual landlord, who may own multiple properties, can be readily accessed by local officials and other authorized personnel as shown in schematic form in Figure 1. A more detailed description of the information

**FIGURE 1: SCHEMATIC REPRESENTATION OF BASIC RENTAL PROPERTY INFORMATION SYSTEM**



### Table 2: Categories and Sources for Rental Property Information System

| CATEGORY | SOURCE | DETAIL |
|---|---|---|
| Owner of record/agent contact information | Registration or Licensing Form<br>Updates from County Recorder | Name/address of owner<br>Name/address of agent if owner not local |
| Code compliance information | Municipal agency responsible for code enforcement | Most recent inspection/ outcomes/time to comply<br>Re-inspections needed |
| Police calls/incidents/arrests | Police Department | Calls, incident reports, and arrests by location |
| Nuisance calls/incidents | Municipal agency responsible for addressing nuisance issues | Noise, health, and similar violations |
| Tax and user charge information | Treasurer, Tax Collector, and other agencies responsible for levying user fees | Taxes and user charges due by amount and date<br>Delinquency in payment<br>Tax liens outstanding |

and its sources is shown in Table 2 following the figure. If not all of these information sources are available at the beginning, the system can be set up with those that are available, and the others (including any other useful information not shown in the table) added as they become available.

A rental housing information system can be as simple or as sophisticated as a community's resources permit and its goals dictate. Some small communities use nothing more elaborate than an Excel spreadsheet, which can be adequate where the number of properties involved is small, while others use more advanced software. A group of Minnesota local governments have formed a consortium to provide a common platform for local data needs, including a property information system and a data system for permits and inspections.[1]

## 2.3 MOVING TO A PERFORMANCE-BASED REGULATORY SYSTEM

In order to establish a performance-based regulatory system, a municipality must have two key elements in place: (1) a well-functioning landlord licensing process; and (2) a basic rental property information system.

[1] Local Government Information Systems (LOGIS). See http://www.logis.org/

No municipality has unlimited resources. The best regulatory framework is one which effectively distinguishes between those landlords who are responsible owners and managers, and those who are not, and focuses the greater part of the municipality's efforts on the second group. Among the greatest benefits of having the property information system up and running are that it gives the municipality a powerful tool for evaluating landlord performance, identifying problem buildings and landlords, and targeting resources to the problems. Brooklyn Center, Minnesota, an inner-ring suburb of Minneapolis, has designed a good system for doing this, which we describe in the box to the left.

### PERFORMANCE-BASED LICENSING IN BROOKLYN CENTER, MINNESOTA

Brooklyn Center annually determines the number of property code and nuisance violations, and police service calls, for each property. They then use that information to classify each property from Type I through IV. The properties are first scored on the basis of the number of property code and nuisance violations. That score is then adjusted on the basis of the number of validated calls for disorderly conduct and Part I crimes.

The classification of properties from Type I to Type IV is then used by Brooklyn Center to determine (1) the obligations of the landlord going forward; and (2) the level of monitoring by the municipality; that is, how often the property is scheduled for inspection, and what other steps, if any, the municipality will take to bring the property and the landlord up to the community's standard. The closer the property classification is to Type I, the fewer obligations are placed on the landlord, and the less often the property is inspected.

The full description of the Brooklyn Center scoring system can be found at http://www.cityofbrooklyncenter.org/DocumentCenter/Home/View/118



Municipalities going to a performance-based system should add tax compliance to the factors used to classify property. The information is readily available, and failure to pay property taxes and municipal user charges in a timely fashion, or at all, is a hallmark of a problem landlord. Including tax compliance in the system will provide inducement to landlords to pay their taxes.

Table 3 on the following page shows proposed landlord and municipal responsibilities in a performance-based system. They are divided into two categories – **basic requirements**, which are the fundamental requirements to make the system work and establish clear standards for landlords; and **optional provisions**, which are enhancements that can improve the system but are not essential to its functioning. The optional provisions can also be incorporated into the Good Landlord Program, described in Section 4.1.

A major advantage of the performance-based system is that it allows the municipality to focus its limited inspection resources. Thus, the municipality is not spending valuable time inspecting properties that are likely to be in good condition more often than necessary, and can devote its resources to the worst-performing properties.

## Table 3: Landlord and Municipal Requirements Under Performance-Based Regulatory System

| | CLASSIFICATION | I | II | III | IV |
|---|---|---|---|---|---|
| BASIC REQUIREMENTS | Re-licensing inspection timetable | Every three or four years | Every two years | Annual | Every six months |
| | Participation in landlord improvement program (see note 1) | Encouraged | Encouraged | Required | Required |
| | Participation in crime-free program (see note 2) | Encouraged | Encouraged (see note 3) | Required | Required |
| | Other requirements | None | None | None | Must complete remedial action plan which must be approved by municipal officer |
| OPTIONAL PROVISIONS | License fee | Base fee | Base fee | Base fee + added "problem property" fee (see note 4) | Base fee + higher added "problem property" fee (see note 4) |
| | Eligible for purchase of public property | Yes | Yes, subject to case by case review | No | No |
| | Eligible for good landlord incentives | Yes | Yes, if meets conditions | No | No |

Notes:

(1) See Section 3 for further discussion.
(2) This can be combined into a single program with the landlord improvement program, or run as a separate initiative.
(3) May be required if criminal or related matters make up principal reason for lower rating.
(4) See Section 4 for further discussion of fees.

In lieu of having municipal inspectors conduct licensing and re-licensing inspections, a municipality with limited personnel resources may want to consider creating a list of screened, approved private inspection firms that will conduct these inspections for a predetermined fee, payable directly by the property owner to the firm. This can save the municipality money, and free up inspectors for more urgent activities. Another alternative is to contract with a single firm through a Request for Proposals process to handle all licensing inspections in the municipality.

# III RAISING THE BAR FOR PROPERTY MANAGEMENT AND MAINTENANCE

Most landlords in most communities are small scale mom-and-pop landlords, but many do not live near their properties. Some are irresponsible, but others may be responsible individuals who are unable for many different reasons to give their properties the attention they need, leading to inadequate maintenance and management quality. These issues can take many different forms, including:

- Failure to maintain building and grounds in visually appropriate condition
- Failure to make repairs in timely fashion
- Failure to ensure uninterrupted utility service
- Failure to address public safety issues associated with the property
- Failure to perform appropriate pre-lease tenant screenings
- Failure to use appropriate lease document
- Failure to evict problem tenants when appropriate.

Raising the bar in all of these areas will benefit responsible tenants, responsible landlords, and the community as a whole. To do so effectively, it is important to create a support structure for responsible landlords, with a particular focus on assisting those who have been unable to maintain their properties to an appropriate standard.

All of the recommendations in this section may be implemented either through inter-municipal cooperation or regional support programs, or through partnerships with existing high-capacity organizations in the area. Municipalities should carefully explore both options before deciding whether to initiate their own program. For this reason, some of these recommendations are not presented in as much detail as those in the previous section.

# 3.1 CREATING A MANUAL OF GOOD LANDLORD PRACTICE

*Every* existing landlord in each municipality, as well as individuals acquiring property in the municipality, should be given a manual which lays out the responsibilities of landlords and standards of good landlord practice, both in general and with respect to the provisions of any applicable ordinance specific to that municipality. The manual should include a recommended form lease.

There are a number of existing manuals that have been created by municipalities (links to some are provided in Section 6 of this guide). Rather than reinvent the wheel, the best approach for a municipality is to use a good existing model, with an additional section or insert with information about the municipality's ordinances and requirements, along with information about the municipality, such as contact information for local officials, recycling guidelines, etc.

# 3.2 CREATING A "LANDLORD ACADEMY"

**A landlord academy** is shorthand for a well-organized and integrated series of training and technical assistance programs offered to landlords in the municipality. A landlord academy can include assistance through a variety of programs and modalities, including:

- Training programs for landlords, which can include both basic courses and advanced or specialized courses in subjects such as equipment maintenance, legal issues, or financial management.

## CRIME-FREE RENTAL HOUSING PROGRAM

Crime-Free Rental Housing is a program of the International Crime-Free Association, based in El Cajon, California, that is widely used by municipalities around the United States. It consists of three elements, carried out by or under the supervision of the municipal police department:

**Phase I** – An eight-hour training program taught by a trained police officer, covering a wide range of issues, and including a 100-page manual for every participant.

**Phase II** – A CPTED (crime prevention through environmental design) survey of the property by a trained police officer, covering such areas as door, window, and lock standards; exterior lighting, and landscape maintenance.

**Phase III** – A Crime-Free Commitment by the property owner, including commitment to proper tenant screening, use of a crime-free lease addendum, working with the police, etc.

While the term "crime-free program" does not appear to be subject to copyright or other restrictions, it is generally used to refer to this specific program. Many municipalities have similar programs, either designed locally or by other entities.

For more information, see http://www.crime-free-association.org/rental_housing.htm.

- Crime-Free programs, which are already used by many municipalities, could be integrated into the landlord academy (see text box on previous page).

- If resources permit, hands-on technical assistance, something like a SCORE[2] program for landlords, can be very productive. It can use retired contractors, inspectors, building superintendents, landlords, and others to provide one-on-one assistance to landlords, either on an ongoing basis or as needed.

➡ Access to one-on-one assistance could be something offered only to landlords who are participating in the good landlord program, and used as an inducement to get landlords to participate. In the other direction, landlords who have received low scores for their properties could be *required* to participate in training courses.

➡ This is another area where individual municipalities should work cooperatively to offer courses, potentially in partnership with an existing organization that already does so.

# 3.3 CREATING A LANDLORD ASSOCIATION OR STRENGTHENING AN EXISTING ORGANIZATION

A strong, effective landlord association can be an asset to both the community's landlords and the community as a whole. A good model is the

### THE BROOKLYN CENTER ASSOCIATION FOR RESPONSIBLE MANAGEMENT

The objectives of the ARM are as follows:

- Serve as a networking resource for property managers
- Educate and inform property managers about current municipal initiatives
- Improve the safety and quality of all rental properties in the municipality to improve and maintain the municipality's image with citizens and neighbors
- Increase ARM meeting awareness and attendance
- Promote resources for property managers and tenants
- Provide more accessible dialogue between government, residents, and property managers

Landlords who fall into categories III and IV are required to participate in landlord association meetings.

For further information see http://www.municipalityofbrooklyncenter.org/index.aspx?NID=234

[2] SCORE (which initially stood for Service Corps of Retired Executives) is a program supported by the U.S. that links small Small Business Administration business people who need technical assistance with qualified volunteers. For more information see https://www.score.org/

Brooklyn Center, Minnesota, Association for Responsible Management (ARM), described in the text box above.

Creating such an entity, and actively encouraging landlord participation, can serve not only to spur more responsible landlord operations, but as an effective communications strategy between local government and the landlord community. The landlord improvement program shown in Table 3 can be conducted through a landlord association. The association can either be a local organization specific to a single municipality, or an area-wide organization.

## 3.4 BUILDING A REGISTRY OF QUALIFIED PROPERTY MANAGEMENT COMPANIES

Where landlords are located more than a few miles from their properties, or where their ability to become effective property managers is limited for other reasons, high quality third-party property management can make the difference in bringing about sound, well-maintained rental properties.

Municipalities should encourage landlords, particularly those where there is evidence of limited capacity to manage their properties on their own, to use professional management. Two steps municipalities can take are:

- Creating a registry of approved or licensed property management companies; and

- Offering incentives, such as a partial fee rebate or waiver of other requirements (such as taking training courses) to problem landlords who hire approved managers.

In some areas, there may not be enough professional property managers interesting in managing scattered single family rental properties. If this is the case, municipalities may want to work with their neighbors or with a regional organization to pursue either or both of the following steps:

- Identify qualified management firms in the region, particularly in nearby major cities, and encourage them to open a local branch operation;

- Create, perhaps in partnership with an existing firm or nonprofit entity, a new locally based company dedicated to property management.

Although over time, property management pays for itself – and is often profitable – either of these two steps might require that the public sector provide some seed money to get the project started.

# IV PROVIDING INCENTIVES TO RESPONSIBLE LANDLORDS

Landlord incentives complement a regulatory strategy by building an ever-growing pool of responsible landlords who meet good practice standards with respect to their leasing and operations. While regulations can discourage bad actors, incentives reinforce and encourage good, responsible operations.

## 4.1 CREATING A "GOOD LANDLORD" PROGRAM

While incentives can be employed individually or separately, they are likely to have much more impact if they are bundled into a comprehensive program, under an umbrella such as a "good landlord program" or similar term. Under such a program, landlords that meet the criteria to participate can become members of the program, and obtain all of the benefits of the program.

Alternatively, as the airlines do with their loyalty programs, the benefits can be tiered, so that "silver" landlords are eligible for one set of incentives, but "gold" landlords are eligible for those and more. This can easily be integrated with the performance-based regulatory system described above (Section 2.3).

There are two basic approaches to setting the eligibility for a good landlord program (or for incentives separately):

(1) Basing eligibility on performance: Any landlord who meets the criteria (as described in Section 2.3) on his or her properties during the preceding year would be eligible. This approach requires that the municipality have its property information system up and running.

(2) Creating an "aspirational" system: Landlords become eligible when they make a pledge to meet the criteria by signing onto a landlord code of conduct. If, after making such a commitment, a landlord fails to meet the criteria, he/she is removed from the program.

The two can be combined in a system which accepts any landlord who makes the pledge into the program, but limits "gold" benefits to landlords who both make the pledge and meet a high standard of performance.

## 4.2 OFFERING MULTIPLE LOW-COST/NO-COST INCENTIVES

There are many incentives that municipalities can offer landlords which cost the municipality little or nothing. These incentives can be bundled into a package that is made available to all participants in the good landlord program, including.

- Provide access to free one-on-one technical help with specific management or maintenance problems. The municipality can line up a small group of people, including property managers, lawyers, and the like, who agree to be available for a modest amount of time for this program.

- Designate a police officer as an ongoing liaison with landlords, to assist not only in crime-free programs, but with specific problems or concerns.

- Hold regular (monthly or bi-monthly) forums between key municipal officials and landlords where both municipal and landlord concerns can be discussed informally and openly.

- Provide fast-track approval of permits for property improvements.

- Offer free advertising of available rentals on the municipal website and in local newspapers, particularly free weekly merchandising papers.

- Negotiate discounts for good landlords on goods and services at local merchants or from local contractors.

- Provide free or low-cost equipment such as smoke or carbon monoxide detectors, security locks, etc. Municipalities may be able to acquire these in bulk from retailers either as a contribution or at a significantly discounted cost.

- Provide free radon testing.

The specifics of the bundle would vary from municipality to municipality, based on what are seen as the most appealing incentives for landlords, and what is feasible, in terms of availability of volunteers and donation of materials or services.

## 4.3 DESIGNING FEE STRUCTURES AS INCENTIVES

Municipalities can use the way they charge fees – both general ones and fees specific to rental housing – to act as incentives for responsible rental operations. This can happen in two general ways:

- Offering good landlords reduced fees for fee-charged municipal services, such as building permit fees for property improvements, crime-free housing fee or garbage removal fees.

- Structuring fees associated with rental properties to function as incentives.

While the first is largely self-explanatory, the second can take different forms that may need some discussion.

a. Basic licensing fees

Licensing fees should be kept as low as municipal financial circumstances permit, in order to maximize compliance with the licensing ordinance. They should not be seen as a vehicle for generating municipal general revenue. If feasible, the licensing fee should be no more than the administrative cost of the program, which should most probably not be more than $10/year. Similarly, the basic licensing inspection

should be free if possible, along with the initial follow-up inspection if the property failed to meet the basic licensing requirements. Where fiscal considerations dictate that a fee be charged for the initial inspection, it should be kept as low as possible, and include the initial follow-up inspection in the fee. Substantial fees, however, may be charged for subsequent re-inspections, and penalties charged for failure to qualify for the license.

We do *not* recommend that landlords who fail to comply with licensing requirements be required to vacate their units, unless the property fails to meet basic health and safety standards for occupancy. Such requirements penalize the tenants more than they do the owner. Municipalities should use the fee structure, as described further below, as well as citations and fines, to obtain compliance. Municipalities can also prevent noncompliant landlords from re-renting units that have been vacated.

b. Disproportionate impact fee

A highly creative approach is followed by municipalities in Utah, based on a state enabling law[3] that has two parts:

- Municipalities impose a **disproportionate impact fee** on rental properties. The fee must be determined on the basis of a formal analysis that calculates the cost that rental properties impose for municipal police, fire, and code enforcement compared to the rest of the municipality, and establishes a dollar amount for each unit, known as the disproportionate impact fee, which can vary depending on the type of rental property. This fee can be substantial. The city of West Jordan imposes a fee of $200 per year for single family rental properties, and $70 per unit for multifamily properties.

- Municipalities establish a **good landlord program**. Landlords who qualify for the good landlord program receive a rebate of the disproportionate impact fee except for a modest amount for administrative costs. In West Jordan, $7 per unit is retained by the municipality for administrative costs.

This program is widely used in many Utah municipalities and is credited with significant improvements in the quality of rental housing operations and maintenance. It is critical that any such program be based on a solid, defensible analysis of municipal costs and meet all relevant local legal requirements.

c. Graduated licensing fee

A variation on the licensing fee, which is shown in Table 4, is to add a performance-based fee to the basic fee. Under a performance-based fee:

- Landlords and properties who fail to meet adequate standards would be assessed a supplemental licensing fee for the following year.

- At the end of the year, if the properties improved to a higher category, the landlord would receive a rebate of a portion of the supplemental licensing fee. The rebate could be a standard amount,

[3] The Utah enabling law can be found at Utah Code, Title 10, Chapter 1, Section 203.5 and can be accessed at http://le.utah.gov/code/TITLE10/htm/10_01_020305.htm

or could be based on the degree of improvement.

- Alternatively, the municipality can enact a single licensing fee for all landlords, but adjust the period covered by the fee based on the property category; thus the owner of a category I property would pay the fee once every three or four years, but the owner of a category IV property would pay the (same) fee every six months.

This approach offers landlords a concrete incentive for improving the quality of their operation.

## 4.4 EXPLORING OTHER POSSIBLE GOOD LANDLORD INCENTIVES

The ideas in this section are offered as additional options to consider, depending on resource availability, policy preferences, legal framework, and appropriateness for the particular municipality.

a. Security deposit guarantee

In less affluent communities, landlords periodically find a prospective tenant who meets all of the requirements for a lease but lacks the funds for the full security deposit. In this program, the municipality provides a guarantee to the landlord of the additional amount the tenant needs to meet the security deposit requirement. Because such a program expands the pool of potential qualified tenants, it is likely to be highly attractive to landlords. While there is no direct cost to the municipality, it does place some amount of public funds at risk.

b. Make qualified landlords eligible to purchase vacant properties owned by the municipality or land bank entity

This supports the goal of increasing the pool of responsible landlords. It is only meaningful, however, if the municipality and/or land bank have an inventory of properties available, which can be offered to landlords by the public sector at prices that are advantageous to landlords without resulting in loss to local governments. There may be some opposition for such an initiative from those who believe that local governments should sell single family properties only to owner-occupants.

# V OPPORTUNITIES FOR INTER-MUNICIPAL AND REGIONAL COOPERATION

Most municipalities in most metropolitan areas, particularly in the Northeast and Midwest, are small, both in area and population. They have limited resources, both with respect to the number of professional staff they employ as well as the funds over which they have discretion. While the landlord strategies described in this

short guide can be implemented by individual municipalities, many may benefit from being done either by a number of municipalities pooling their resources or by a regional agency. It may be more cost-effective to have the activity more centralized. In addition, a regional organization may be more likely to have the necessary specialized staff or discretionary seed funds.

### Table 4: Potential Roles for Inter-municipal Cooperation and Regional Agencies

| SEC. | PROGRAM | POTENTIAL INTER-MUNICIPAL OR REGIONAL ROLE |
|---|---|---|
| 1 | Getting landlords into the system | If municipalities adopt a common ordinance, many operational functions such as mailings and web-based information can be centralized to reduce overhead costs. |
| | Creating a basic rental housing information system | Municipalities can share an information system, or the system can be maintained by a regional agency, to reduce overhead costs and increase access to qualified personnel. |
| | Performance-based regulatory system | Assuming that the information system is maintained by a single entity on behalf of multiple municipalities, that entity can do the tracking and classifying of landlords, and provide that information to participating municipalities. |
| | Creating a list of screened and pre-approved inspectors | This is a service that can be provided by a regional agency for participating municipalities. |
| 2 | Create a manual of good landlord practice | A single manual can be developed, either by a regional agency or by an existing high-capacity organization, and adopted (with appropriate municipality-specific inserts) by participating municipalities. |
| | Create a landlord academy | Since the scope of landlord training varies little if at all from municipality to municipality, and there are clear cost advantages in reaching a larger pool of landlords, this could be done either by a regional agency or by an existing high-capacity organization on behalf of participating municipalities. |
| | Create a landlord association | This is an activity that might be shared between contiguous municipalities, in order to increase the available pool of landlords, and better manage the administrative requirements of supporting the association. |
| | Create a registry of qualified property management companies | This is a service that can be provided by a regional agency for participating municipalities. |
| 3 | Create a good landlord program | While there are advantages to having municipal programs, it may be desirable for contiguous small municipalities to create a single program to reduce overhead costs. |
| | Offer multiple low cost incentives | A regional agency may be in a stronger position to package some of the incentives that could be offered in the good landlord program. |
| | Design fee structures as incentives | If there are municipalities that are interested in pursuing the disproportionate impact fee approach (Section 4.3.b) a regional agency could conduct or commission the impact study that is needed to set the fee. (continued on next page) |

### Table 4: Potential Roles for Inter-municipal Cooperation and Regional Agencies (Continued)

| SEC. | PROGRAM | POTENTIAL INTER-MUNICIPAL OR REGIONAL ROLE |
|---|---|---|
| 3 | Security deposit guarantee | Managing this program could be done by a single entity, either one municipality on behalf of multiple municipalities, or a regional body to reduce administrative and overhead costs. |
| | Purchase of vacant properties | This could be done through a land bank entity |
| | Equity protection insurance | If there are municipalities that are interested in pursuing equity protection insurance, a regional agency could conduct or commission the analysis that would be needed to determine whether it would be feasible and its benefits commensurate with its costs. If the study was positive, a regional agency could design a program on behalf of municipalities. Because of the nature of such a program, it is likely to be more cost-effective with a larger pool of properties, suggesting that a multiple-municipality program is to be preferred. |

We have noted in different places in this guide some of the areas where inter-municipal or regional cooperation might be desirable. Table 4 above provides a more organized picture, for each of the different programs and initiatives described in the guide, how they might lend themselves to inter-municipal or regional implementation.

# VI RESOURCES FOR FURTHER INFORMATION

## GENERAL GUIDES

*Dealing with Problem Property Owners* section of the Building American Cities Toolkit from the Center for Community Progress
http://www.communityprogress.net/problem-property-owners-pages-201.php

Alan Mallach (2010). *Meeting the Challenge of Distressed Property Investors in America's Neighborhoods.* Published by the Local Initiatives Support Corporation, available at http://www.lisc.org/docs/publications/102010_Distressed_Property_Investors.pdf

Sarah Treuhaft, Kalima Rose, and Karen Black (2010). *When Investors Buy Up the Neighborhood: Preventing Investor Ownership from Causing Neighborhood Decline.* Published by PolicyLink, available at http://www.fhfund.org/wp-content/uploads/2014/10/WHENINVESTORSBUYUPTHENEIGHBORHOOD.pdf

# LANDLORD GUIDES AND MANUALS

*Landlord Training Program: Keeping Illegal Activity out of Rental Property*. Prepared by Campbell DeLong Resources Inc. for the Bureau of Justice Initiatives, US Department of Justice. Available at http://www.communityprogress.net/filebin/pdf/toolkit/LandlordTrainingProgram_JohnCampbell.pdf

Portland, Oregon, *Landlord Training Program Manual*. This manual and the one from Durham, North Carolina, are both adapted from the Campbell DeLong guidebook to include specific information about state law and local regulations. https://www.portlandoregon.gov/bds/article/96790

Durham, North Carolina, *Landlord Training Program Manual* http://durhamnc.gov/ich/cb/nis/Documents/landlordtrainingmanual.pdf

The Community Investment Corporation in Chicago has developed a Property Management Manual for landlords, which can be downloaded (by chapter) from http://www.cicchicago.com/landlord-resources-training/download-manual-and-forms/

Greater Manchester (UK) Landlord Accreditation Scheme *Code of Standards and Management Practices*. While based on British law and practice, this contains a great deal of information relevant to US communities. http://www.stockport.gov.uk/2013/2998/43251/codeofstandardsandmanagementpractice

HAP Housing, a nonprofit organization based in Springfield, Massachusetts, has developed an excellent comprehensive manual for landlords in Massachusetts. It comes as a CD along with multiple forms and documents, and can be ordered from HAP Housing for $45. Order at http://www.haphousing.org/default/index.cfm/landlords/property-management/

# GOOD PRACTICES

The city of Brooklyn Center, Minnesota, operates a well-thought-out, comprehensive rental licensing program, including the performance-based approach described in this guide. http://www.cityofbrooklyncenter.org/index.aspx?nid=316

The state of Utah authorizes municipalities to establish Good Landlord Programs to encourage landlords to maintain and manage their properties responsibly in exchange for a reduction in rental license fees. A "What is the Good Landlord Program?" factsheet can be found at: http://www.communityprogress.net/filebin/pdf/toolkit/UtahHousingCoalition_WhatIsTheGoodLandlordProgram.pdf

The City of Milwaukee runs a strong landlord training program, offering a wide range of courses and materials for landlords. http://city.milwaukee.gov/Landlordtraining#.VTEHWLktGUk

The Community Investment Corporation of Chicago offers a variety of good resources for landlords http://www.cicchicago.com/landlord-resources-training/

# CRIME PREVENTION MODELS AND STRATEGIES

Overview of the Crime-Free Rental Housing Program from the International Crime-Free Association
http://www.crime-free-association.org/rental_housing.html

Overview of Crime Prevention through Environmental Design (CPTED) resources
https://www.bja.gov/evaluation/program-crime-prevention/cpted1.html

# MATERIALS ON DEFENSIBLE SPACE

Oscar Newman "Defensible Space" 1997. An article describing the defensible space concept and how it was used in the Five Oaks community of Dayton, Ohio.
http://www.nhi.org/online/issues/93/defense.html

Oscar Newman *Creating Defensible Space* 1996. A book published by the U.S. Department of Housing and Urban Development which discusses the concept and creation of defensible space in detail, including case studies from Dayton, Ohio; Yonkers, New York; and New York City.
http://www.huduser.org/publications/pdf/def.pdf

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ARTICLE 9. - RENTAL REGISTRY

Sec. 27-130. - Rental registry established.

The city of Syracuse hereby creates a rental registry for all one-family and two-family non-owner occupied dwellings throughout the city of Syracuse. The rental registry shall consist of identifying information for all owners of one-family and two-family non-owner occupied dwellings.

*(Gen. Ord. No. 16-2007, 5-7-07)*

Sec. 27-131. - Rental registry certificate required.

(a) Effective January 1, 2011, owners are required to obtain a rental registry certificate for each one-family and/or two-family non-owner occupied dwelling rented or leased within the city of Syracuse.

(b) Rental registry certificates will expire two (2) years after they are issued. The expiration date shall be printed on each rental registry certificate.

(c) Upon expiration of any rental registry certificate, an owner must renew the registration of any one-family and/or two-family non-owner occupied dwellings they with to continue renting or leasing to tenants at least forty-five (45) days prior to the expiration date of the rental registry certificate.

(d) Notwithstanding the foregoing, an owner is not required to obtain a rental registry certificate for any one-family and/or two-family non-owner occupied dwelling where at least one dwelling unit is solely occupied by a person related by blood, marriage, or adoption to or under the legal custody of the owner of the dwelling unit, which may include one additional person who is not a minor without regard to the relationship of the person and without regard to the number of minors in the dwelling unit related by blood, marriage or adoption to the additional person or under the legal custody of the person.

*(Gen. Ord. No. 16-2007, 5-7-07; Gen. Ord. No. 45-2010, 12-20-10)*

Sec. 27-132. - Application and processing fee.

(a) An application and processing fee must be paid for each one-family and/or two-family non-owner occupied dwelling that the owner(s) wish to register, and must be submitted with the rental registry application form. The application and processing fee for one-family and/or two-family non-owner occupied dwellings shall be one hundred fifty dollars ($150.00).

(b) Owners who qualify as "compliant landlords" as described in sections 27-142 and 27-143 do not have to pay the application and processing fee.

*(Gen. Ord. No. 16-2007, 5-7-07; Gen. Ord. No. 45-2010, 12-20-10)*

Sec. 27-132a. - No fees for rental registry in special neighborhood districts.

No fees for a rental registry certificate shall be charged for one-family and/or two-family non-owner occupied dwellings in a special neighborhood district, provided that the owner has applied for and paid the applicable fees for the certificate of sufficiency required for the non-owner occupied dwelling.

*(Gen. Ord. No. 45-2010, 12-20-10)*

Sec. 27-133. - Registration.

(a) To obtain a rental registry certificate, an owner of a one-family and/or two-family non-owner occupied dwelling must, at the time of registration:

(1) Complete the rental registry certificate application form as described in section 27-133, and disclose all required information to the satisfaction of the division of code enforcement;

(2) Pay all required fees, pursuant to section 27-132 above;

(3) Have no open cases with the division of code enforcement on the property being registered;

(4) Complete an affidavit of compliance, pursuant to section 27-140

(5) Be current on all taxes and water bills for the property being registered;

(6) Have no pending nuisance abatement proceedings or orders of closure for the property being registered; and

(7) The property being registered must pass an exterior inspection conducted by employees of the division of code enforcement.

(b) The rental registry certificate application form and affidavit of compliance shall be signed by an owner of the property or a property manager who is also employed by the owner to manage the registered property.

(c) Owners of one-family and/or two-family non-owner occupied dwellings that are required to be registered pursuant to section 27-131(a) shall file the rental registry certificate application form during the following time periods, determined by the property's location within one of the city's four (4) quadrants used by the department of public works for the yard waste and construction debris pick-up schedule, as set forth and defined in section 14-21(b) of the revised general ordinances of the city of Syracuse, as amended:

(1) Properties located within the southeast quadrant shall have their rental registry certificate application forms filed between January 1 and February 15 every odd year.

(2) Properties located within the southwest quadrant shall have their rental registry certificate application forms filed between July 1 and August 15 every odd year.

(3) Properties located within the northwest quadrant shall have their rental registry certificate application forms filed between January 1 and February 15 every even year.

(4) Properties located within the northeast quadrant shall have their rental registry certificate application forms filed between July 1 and August 15 every even year.

A map of the quadrants shall be made available at the division of code enforcement.

(d) Owners must obtain the rental registry certificates for each one-family and/or two-family non-owner occupied dwelling rented or leased within the city of Syracuse no later than the deadlines for the issuance of rental registry certificates set forth herein. For rental registry applications filed by the deadlines set forth in section 27-132(c) above, the deadlines for the issuance ("issuance deadlines") of rental registry certificates by the division of code enforcement are as follows:

(1) Rental registry certificates for properties located in the southeast quadrant shall be issued no later than June 30 every odd year.

(2) Rental registry certificates for properties located in the southwest quadrant shall be issued no later than December 31 every odd year.

(3) Rental registry certificates for properties located in the northwest quadrant shall be issued no later than June 30 every even year.

(4) Rental registry certificates for properties located in the northeast quadrant shall be issued no

later than December 31 every even year.

(e) Any property that becomes a one-family and/or two-family non-owner occupied dwelling due to a sale of the property or other change, outside of the property's designated time period set forth above, must be registered within fifteen (15) days of the change in character of the property and obtain a rental registry certificate no later than the next issuance deadline for the quadrant where the property is located, as follows:

(1) If the property is registered within the six (6) months of the designated quadrant's issuance deadline, the application and processing fee shall be one hundred twenty-five dollars ($125.00).

(2) If the property is registered within seven (7) to twelve (12) months of the designated quadrant's issuance deadline, the application and processing fee shall be one hundred dollars ($100.00).

(3) If the property is registered within thirteen (13) to eighteen (18) months of the designated quadrant's issuance deadline, the application and processing fee shall be seventy-five dollars ($75.00).

(f) Any owner of a one-family or two-family non-owner occupied dwelling who registers a one-family or two-family non-owner occupied dwelling outside of the designated time period as set forth in section 27-132(c) above, and the property being registered has not undergone any ownership or character changes, shall pay one hundred fifty dollars ($150.00) in addition to an administrative surcharge in an amount to be determined by the director of the division of code enforcement.

*(Gen. Ord. No. 16-2007, 5-7-07; Gen. Ord. No. 45-2010, 12-20-10; Gen. Ord. No. 30-2011, 8-1-11)*

Sec. 27-134. - Registration application.

(a) The rental registry application form is available at the division of code enforcement.

(b) A rental registry application form must be completed for each one-family and/or two-family non-owner occupied dwelling to be rented or leased. The rental registry application form must be submitted to the division of code enforcement.

(c) The rental registry application form shall request relevant information relating to the owner of the one-family and/or two-family non-owner occupied dwelling being registered. This information shall include, but not be limited to:

(1) The owner's name, domicile address and telephone number;

(2) If the owner is a corporation, general or limited partnership or a limited liability company, all information required by section 27-135 shall be provided;

(3) If the owner employs a property manager, the name, domicile address and telephone number of the property manager, the duties and responsibilities of the property manager, whether the property manager is a licensed real estate broker, and the property manager's real estate broker license number; and

(4) The names and street addresses and/or domicile addresses of any and all individuals, companies, firms, corporations, etc. Who perform the duties of a property manager on the property being registered.

(d) No post office box addresses will be accepted in lieu of the domicile and/or the street addresses for any of the information required in this article.

*(Gen. Ord. No. 16-2007, 5-7-07; Gen. Ord. No. 45-2010, 12-20-10; Gen. Ord. No. 30-2011, 8-1-11)*

Sec. 27-135. - Registration application requirements for entities.

(a) An owner of a one-family and/or two-family non-owner occupied dwelling that is a limited liability company (LLC), corporation, or general or limited partnership must provide the name, domicile address and telephone number of each principal, partner, associate, member and/or any other party responsible for the contracts and obligations of the LLC, corporation, or general or limited partnership, and submit that information with the rental registry application form.

(b) No post office box addresses will be accepted as addresses for any of the information required in this section.

(c) At the time of initial registration, an owner of a one-family and/or two-family non-owner occupied dwelling that is an LLC, corporation, or general or limited partnership must attach the LLC, corporation, or general or limited partnership's articles of organization, articles of incorporation, or partnership agreement along with the entity's operation agreement or similar document.

(d) In no event shall an LLC be an owner occupant for purposes of this article.

*(Gen. Ord. No. 16-2007, 5-7-07; Gen. Ord. No. 45-2010, 12-20-10)*

Sec. 27-136. - Rental registry card not transferable.

Rental registry cards cannot be transferred from one owner to another for a one-family or two-family non-owner occupied dwelling.

*(Gen. Ord. No. 16-2007, 5-7-07)*

Sec. 27-137. - Conversion to vacant registry.

Should the owner of a one-family or two-family non-owner occupied dwelling that has a rental registry certificate pursuant to this article convert the dwelling to a vacant one-family or two-family structure, the owner shall notify the division immediately of the vacancy and the director or designated representative shall convert the rental registry certificate for the non-owner occupied dwelling/vacant structure to a vacant registration. No additional fees shall be required from the owner at the time of the conversion. However, after the conversion, the owner of the now converted one-family or two-family vacant structure will be required to comply with all the provisions of section 27-116(e), including registering the vacant one-family or two-family vacant structure every three (3) years and paying all applicable vacant registry fees at times of subsequent registrations.

*(Gen. Ord. No. 16-2007, 5-7-07; Gen. Ord. No. 45-2010, 12-20-10)*

Sec. 27-138. - Severability.

In the event any clause, sentence, paragraph, section or part of this article shall be finally adjudged by a court of competent jurisdiction to be invalid, unlawful and/or unconstitutional, such determination shall not affect, impair or invalidate the remainder thereof but shall be limited to the portion directly involved in the determination and the remainder of this article shall remain in full force and effect.

*(Gen. Ord. No. 16-2007, 5-7-07)*

Sec. 27-139. - Posting of a rental registry certificate.

Owners must conspicuously post their rental registry certificate within a common space of the property and must make the rental registry certificate available to present to inspectors and other employees of the division of code enforcement. If there is no common space in a two-family non-owner occupied dwelling, then a copy of the rental registry certificate must be conspicuously posted within the interior of each unit.

*(Gen. Ord. No. 45-2010, 12-20-10)*

Sec. 27-140. - Affidavit of compliance.

(a) In accordance with section 27-134(c), all owners or property managers submitting an affidavit of compliance, as part of the rental registry application form, must affirm that the property substantially satisfies each code requirement listed in the checklist on the affidavit of compliance.

(b) The affidavit of compliance, as part of the rental registry application form, shall be made available by the division of code enforcement and may be submitted to the division of code enforcement by mail or in person. The affidavit of compliance must be notarized and sworn to by the owner or property manager before submission.

*(Gen. Ord. No. 45-2010, 12-20-10; Gen. Ord. No. 30-2011, 8-1-11)*

Sec. 27-141. - Creation of "compliant landlord" list.

(a) Through the creation of a "compliant landlord" list, the city will recognize those owners of one-family and/or two-family non-owner occupied dwellings who have fully met the requirements set forth in section 27-142. The list shall, at the discretion of the department of neighborhood and business development (NBD) and at intervals of NBD's choosing, be published.

(b) Inclusion in the "compliant landlord" list is not a right that will vest at any time, and may be subject to future alteration or termination at the city's discretion, and/or pursuant to changes in city, state and federal law.

*(Gen. Ord. No. 45-2010, 12-20-10)*

Sec. 27-142. - Qualifications to be a "compliant landlord."

(a) To be a compliant landlord, owners must satisfy the requirements set forth in sections 27-132, 27-133 and 27-134 and all of the requirements set forth in this section.

(b) To be a compliant landlord, owners must, at registration:

(1) Have been issued a rental registry certificate or rental registry card for all one-family and two-family non-owner occupied dwellings they own and rent or lease within the city of Syracuse;

(2) Have no open cases with the division of code enforcement, and no outstanding violations under this chapter, the New York State Uniform Fire Prevention and Building Code, or the city's building code, on all properties that the owner owns, or has an interest in, located within the city of Syracuse;

(3) Not be in arrears on water bills or real property taxes on all properties that the owner owns, or has an interest in, located within the city of Syracuse;

(4) Have had no nuisance abatement proceedings or orders of closure, or pending nuisance abatement proceedings, on any properties that the owner owns, or has an interest in, located within the city during the calendar year prior to registration;

(5) Have completed and had notarized the affidavit of compliance and submitted it to the division of code enforcement;

(6) If a person or entity registering a property in their own name, is also a member of one or more LLCs, corporations, or general or limited partnerships that own and rent or lease one-family and/or two-family non-owner occupied dwellings in the city of Syracuse, the person or entity must identify those LLCs, corporations, and/or general or limited partnerships that own property in the city of Syracuse by providing the name of the LLC, corporations, and/or general or limited partnership and the address(es) of all properties in the city of Syracuse that it owns; and

(7) Consent to an interior inspection of the property being registered by the division. Should the owner not consent to an interior inspection, they will not be placed on the compliant landlord list, but will not be required to pay a application and processing fee.

*(Gen. Ord. No. 45-2010, 12-20-10; Gen. Ord. No. 30-2011, 8-1-11; Gen. Ord. No. 17-2012, 7-9-12)*

Sec. 27-143. - Seasonal violations and "compliant landlord" list.

Where the owner is unable to remedy a code violation due to a seasonal, weather related obstruction, the city may, on a case-by-case basis, provide the owner with additional time to remedy that particular code violation, and will, upon the remediation of the code violation, allow for owner's inclusion on a "compliant landlord" list.

*(Gen. Ord. No. 45-2010, 12-20-10)*

Sec. 27-144. - Benefits applicable to owners who qualify for "compliant landlord" list.

Inclusion in the city's "compliant landlord" list will:

(a) Provide for public recognition of the compliant landlords of one-family and/or two-family non-owner occupied dwellings who are in full compliance with the qualifications to be a "compliant landlord;"

(b) Allow compliant landlords to, at their choosing, have their names and addresses submitted by the city to county, state, and federal governments as compliant Landlords to participate in programs through New York State's Department of Social Services and through federal subsidized housing programs, such as Section 8, or other nongovernmental agencies and organizations involved in providing and/or securing housing for tenants; and

(c) Waive any fees associated with registration.

*(Gen. Ord. No. 45-2010, 12-20-10)*

Secs. 27-145—27-150. - Reserved.

Agenda Item 32.

**Civil Service Commission Candidate John Powell**

Rescinding appointment to Civil Service Commissioner (Councilwoman Abrams and Councilwoman Holmes).

Agenda Item 33.

**104 South Lander Street**

(Councilwoman Genie Abrams)

Agenda Item 34.

**Pending, Proposed or Anticipated Litigation**

**Background:**
Reminder -- Executive Session to begin at 6:00 PM to discuss pending litigation regarding the Broadway Courthouse. Other litigation items to follow or convenes second Executive Session after the conclusion of the work session open session agenda.