



City of Newburgh Council Work Session
*Sesion de trabajo del Concejal de la
Ciudad de Newburgh*
January 19, 2017
6:00 PM

Council Meeting Presentations

1. Certificates of Appreciation will be presented to the Newburgh Free Academy's Track Team
(City Council)

Work Session Presentations

2. LWRP Presentation
A Presentation will be given by Sarah Yackel from BFJ Planning regarding the Local Waterfront Revitalization Program.

Finance/Finanza

3. ShotSpotter Flex Subscription Service Donations
Resolution authorizing the City Manager to accept donations to fund subscription-based ShotSpotter Services in the City of Newburgh. (Katie Mack)

Planning and Economic Development/Planificación y Desarrollo Económico

4. Intent to Declare Newburgh City Council Lead Agency in the SEQRA Review of Newburgh's LWRP
Resolution of the City Council of the City of Newburgh declaring its intent to be Lead Agency under State Environmental Quality Review Act (SEQRA) with respect to the Amendment of the Local Waterfront Revitalization Program, declaring the Project to be a Type I Action, considering a Full Environmental Assessment Form and referring same to Involved and Interested Agencies. (Deirdre Glenn)
5. Authorizing amendment to Grantee on a deed for property located at 8 Larter Avenue
Resolution authorizing the amendment of a Grantee on a deed for real property known as 8 Larter Avenue (Section 26, Block 3, Lot 25). (Michelle Kelson)
6. Discharge of Judgments - 17 Dubois Street
Resolution authorizing the City Manager to execute satisfactions of judgment for property located at 17 Dubois Street. (Michelle Kelson)
7. Release of Covenants -- 12 Parcels
Resolution authorizing the City Manager to execute a release of restrictive covenants and agreements in connection with a right of re-entry and reverter

held by the City of Newburgh for twelve (12) parcels of real property located on South Miller, Lander, First, Johnston and Dubois Streets. (Michelle Kelson)

Grants/Contracts/Agreements / Becas /Contratos/Convenios

8. A Resolution requesting NYS DEC as Co-Lead Agency

A Resolution of the City Council of the City of Newburgh, New York, requesting the New York State Department of Environmental Conservation as Co-lead Agency require submission and implementation of an enhanced public participation plan under CP-29 prior to the commencement of scoping under SEQRA for the City of Newburgh and all other potential environmental justice area communities identified as potentially affected by the Pilgrim Pipeline Project. (City Council)

Discussion Items/Temas de Discusión

9. Status on the 15 and 21 Robinson Avenue (Lot Lease)

(Katie Mack & Michelle Kelson)

10. Rental License Amendments & Tenant Responsibility

1. Draft Ordinance to Amend Chapter 240 Rental Properties to address rental license

2. Draft Ordinance to Amend Chapter 240 Rental Properties to add Article II Tenant Responsibilities

3. Draft Ordinance to Amend Chapter 163 Fees for Rental License

4. Proposed Resolution Scheduling a Public Hearing on the draft ordinances for February 13, 2017

(Katie Mack and Michelle Kelson)

11. Financial Clarification For Audit Purposes - Deputy Police Chief Salary 2017

A Resolution amending Resolution No. 306-2016 to clarify the salary of the Deputy Police Chief in the 2017 Personnel Analysis Book. (Katie Mack)

12. Status Update on the Ferry Parking Lot

Executive Session/ Sesión Ejecutiva

13. Pending Litigation

RESOLUTION NO.: _____ - 2017

OF

JANUARY 23, 2017

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT
DONATIONS TO FUND SUBSCRIPTION-BASED SHOTSPOTTER SERVICES
IN THE CITY OF NEWBURGH**

WHEREAS, by Resolution No. 336-2016 adopted January 9, 2017, the City Council of the City of Newburgh approved an agreement with SST, Inc. for subscription-based ShotSpotter Flex gunfire location, alert and analysis services to the City of Newburgh; and

WHEREAS, the initial cost of the ShotSpotter Flex subscription service is \$351,500.00 for an 18-month period and such funding is derived from the CDBG program; and

WHEREAS, the City Council wishes to accept donations to offset the cost to continue the subscription services after the initial 18-month period; and

WHEREAS, this Council has determined that accepting such donations is in the best interests of the City of Newburgh, its further economic development and the safety and welfare of its residents and stakeholders;

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 donations to offset the cost of subscription-based ShotSpotter Flex gunfire location, alert and analysis services, with the appreciation and particular thanks of this Council on behalf of itself and the residents and stakeholders of the City of Newburgh.

RESOLUTION NO.: _____ - 2017

OF

JANUARY 23, 2017

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
DECLARING ITS INTENT TO BE LEAD AGENCY UNDER STATE
ENVIRONMENTAL
QUALITY REVIEW ACT (SEQRA) WITH RESPECT TO THE AMENDMENT OF
THE LOCAL WATERFRONT REVITALIZATION PROGRAM, DECLARING THE
PROJECT TO BE A TYPE I ACTION, CONSIDERING A FULL ENVIRONMENTAL
ASSESSMENT FORM AND REFERRING SAME TO INVOLVED AND INTERESTED
AGENCIES**

WHEREAS, in 1992, the City Council adopted the City's Waterfront Consistency Review Law as Chapter 296 of the City's Code of Ordinances to implement the Local Waterfront Revitalization Program ("LWRP"), which was approved by the State of New York under Article 42 of the New York Executive Law and which contained the City's policies and recommendations, consistent with the coastal management policies of the state, to promote beneficial waterfront development enhanced by or dependent on the City's waterfront resources and in balance with protection of the its natural coastal resources; and

WHEREAS, in 2001, the City Council adopted an update to the 1992 LWRP to incorporate redevelopment initiatives and reflect the then-current land uses, economic, natural, infrastructure, and community service policies as they related to the community's local waterfront revitalization area; and

WHEREAS, in 2007, the City of Newburgh began undertaking amendments to the 2001 City's LWRP, including the preparation of a Harbor Management Plan, which was not completed; and

WHEREAS, the City of Newburgh proposes to undertake a targeted update to the 2007 draft LWRP through an amendment to the existing LWRP which will update the existing conditions within the LWRP area to reflect changes experienced in the area since 2001, with the objectives of preserving open space and increasing public access to the waterfront; linking the waterfront to the historic district, Washington's Headquarters and the Broadway commercial area; addressing parking issues on the waterfront by planning for and integrating inter-modal and multi-modal transportation links to the waterfront; identifying contaminated sites in and adjacent to the LWRP area and planning for contaminant remediation; the preparation of a Harbor Management Plan; and

WHEREAS, the City proposes to undertake the adoption of the LWRP amendment in compliance with the terms of State law and does hereby wish to review the project in accordance with the State Environmental Quality Review Act (SEQRA); and

WHEREAS, in compliance with SEQRA, the City Council of the City of Newburgh wishes to declare its intent to assume Lead Agency status, classify the project as a Type I action, proposes accept as complete a Full Environmental Assessment Form (“EAF”) Part 1 and to notify involved and interested agencies;

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

1. That the City Council of the City of Newburgh hereby declares its intent to assume Lead Agency status for the environmental review of the action pursuant to 6 NYCRR 617.6; and
2. Classifies the action as a Type I Action; and
3. Proposes to accept as complete the Full Environmental Assessment Form (“FEAF”) attached hereto; and
4. Provides notification to involved and interested agencies.



CITY OF NEWBURGH LOCAL WATERFRONT REVITALIZATION PROGRAM UPDATE

ENVIRONMENTAL ASSESSMENT FORM - PART 1

January 12, 2017

**City of Newburgh Local Waterfront Revitalization Program Update
City Of Newburgh, Orange County, New York**

ENVIRONMENTAL ASSESSMENT FORM – Part 1

Lead Agency

City of Newburgh City Council
83 Broadway
Newburgh, NY 12550
Contact: Deirdre Glenn, Director of Planning and Development
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Prepared by

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New York, NY 10003
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1.0 INTRODUCTION: LOCATION, DESCRIPTION AND PURPOSE OF PROPOSED ACTION

1.1 Introduction

Pursuant to the New York State Environmental Quality Review Act (SEQR) this Environmental Assessment Form (EAF) – Part 1 evaluates the potential impacts that could result from the following action by the City of Newburgh City Council, Newburgh, New York: Adoption of an updated Local Waterfront Revitalization Program (LWRP). The action consists solely of the adoption of the LWRP and therefore will not result in any direct construction or development.

1.2 Project Location

The City of Newburgh is located approximately 60 miles north of New York City and 85 miles south of Albany, on the western side of the Hudson River in Orange County (see Figure 1: Regional Location Map). The City, a small, densely settled community in a 3.8-square-mile area, is bounded by the Town of Newburgh on the north and west, the Hudson River on the east and the Town of New Windsor on the south. On the east, Newburgh's corporate limits extend to the centerline of the Hudson River where they meet the west limits of the City of Beacon and Dutchess County. Quassaick Creek, a tributary of the Hudson River, is coterminous with a portion of the city's southern boundary. The City is in the coastal area of New York State as defined by the state Legislature.

The Newburgh LWRP area boundary is as follows (see Figure 2):

Beginning at the point of intersection of the municipal boundary between the Town of Newburgh and the City of Newburgh and mean high water; then westerly along that boundary to the point where North Plank Road intersects with Powell Avenue; then southerly along Powell Avenue to Gidney Avenue; then southeasterly along Gidney Avenue to Liberty Street; then southerly along Liberty Street to Overlook Place; then westerly along Overlook Place to Mill Street; then northerly along Mill Street to Dickson Avenue; then westerly along Dickson Avenue to Walsh's Road; then southerly to the northern parcel boundary of a multifamily residential development; then westerly along that parcel boundary; then northeasterly along Lake Street; then westerly, southerly and easterly along Lake Drive to the intersection of Lake Street and the boundary between the Town of New Windsor and the City of Newburgh, delineated by the Quassaick Creek; then easterly along that boundary to the point of intersection with mean high water.

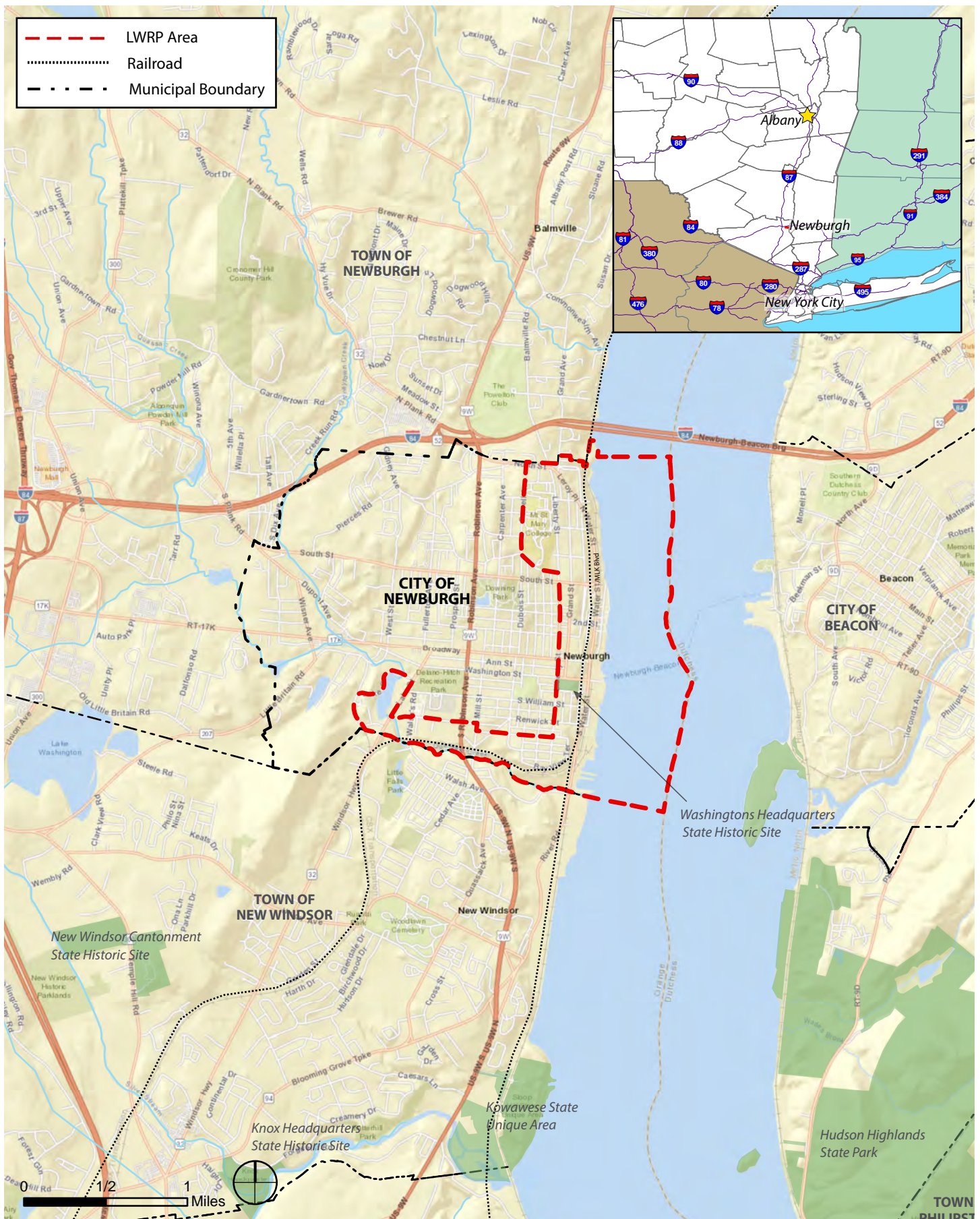


Figure 1: Regional Location Map



Figure 2: LWRP Boundary

The LWRP area includes the Hudson River, the area surrounding Muchattoes Lake and portions of Quassaick Creek within the City's municipal boundaries. Over the Hudson River, the City's municipal boundary extends to the centerline of the river.

The waterside boundary of the City of Newburgh LWRP area is as follows:

Beginning at the point of intersection of the northern boundary of the Town of New Windsor and the southern boundary of the City of Newburgh and mean high water extending to the centerline of the Hudson River; then northerly coterminous with the eastern boundary of Orange County; then westerly to the point of intersection with the northern boundary of the Town of Newburgh and the City of Newburgh and mean high water.

1.3 Project Description

As the New York State Department of State (NYS DOS) describes, a Local Waterfront Revitalization Program (LWRP) is “both a land and water use plan prepared by a community, as well as the strategy to implement the plan.” An approved LWRP reflects community consensus and provides a clear direction for appropriate future development. In addition, State permitting, funding and direct actions must be consistent, to the maximum extent practicable, with an approved LWRP. Within the Federally defined coastal area, Federal agency activities are also required to be consistent with an approved LWRP.

In 1992, the City prepared its first LWRP to strengthen the City's role for managing its water and waterfront resources. In that same year, the City Council adopted the City's Waterfront Consistency Review Law (Chapter 296 of the City's Code of Ordinances) to implement the LWRP. The 1992 LWRP was adopted by the City and approved by the State of New York in accordance with authority provided by Article 42 of the New York Executive Law. The LWRP contained the City's policies and recommendations, consistent with the coastal management policies of the state, to promote beneficial waterfront development enhanced by or dependent on the City's waterfront resources and in balance with protection of the its natural coastal resources.

In accordance with Article 42 of the New York Executive Law, the City's LWRP became a required element of the New York State Coastal Management Program. As a result, State and federal actions affecting the City's LWRP Area must be consistent with the LWRP's policies and other provisions. This consistency requirement is a significant tool that the City uses to ensure that state and federal actions conform to Newburgh's needs, interests and conditions.

The 1992 Waterfront Consistency Review Law also established the Newburgh Waterfront Advisory Committee (WAC), to be responsible for reviewing proposed actions affecting the LWRP Area, considering the consistency of such actions with the LWRP and making

recommendations regarding that consistency to the agencies responsible for approving or implementing the proposed actions. In 2013, the City Council repealed Chapter 296 and replaced it with Chapter 159 Conservation, which established a Conservation Advisory Council (CAC) and regulations for implementation of the LWRP.

In 1999, because of redevelopment initiatives, the City of Newburgh determined it was timely to revise and update the 1992 LWRP. This update was prepared by staff from several City departments and reflected current land uses, economic, natural, infrastructure, and community service policies as they relate to the community's local waterfront revitalization area. The revised LWRP was adopted by the City Council and approved by the State of New York in 2001.

In 2007, again because of redevelopment initiatives in the waterfront area the City determined it was appropriate to update its LWRP as well as prepare a Harbor Management Plan (HMP). Due to a number of factors, including the 2008 economic downturn, the 2007 LWRP Update was never completed. In 2016, the City undertook a targeted update to the 2007 draft LWRP update. This amendment to the existing LWRP, updates the existing conditions within the LWRP area to reflect changes experienced in the area since 2001, with the following objectives:

- Preserving open space and increasing public access to the waterfront
- Linking the waterfront to the historic district, Washington's Headquarters and the Broadway commercial area
- Addressing parking issues on the waterfront by planning for and integrating inter-modal and multi-modal transportation links to the waterfront
- Identifying contaminated sites in and adjacent to the LWRP area and planning for contaminant remediation
- Preparation of a Harbor Management Plan, as set forth in 19 NYCRR Part 603 and further described in guidelines prepared by the Department of State

Upon approval and adoption of this 2016 LWRP Update, the LWRP and the fully integrated HMP will be applied by the City to address issues regarding waterfront land-use and development. Once the LWRP is adopted, any Type 1 or Unlisted action under SEQRA is required to be reviewed by the lead agency for consistency with the coastal policies and the projects contained within the LWRP. In order to ensure local consistency with the LWRP, the lead agency's determination of consistency will be made with the benefit of an advisory recommendation of consistency from the CAC.

In addition, the City adopted a new Zoning Code in 2015 to implement the recommendations contained in the 2008 "*Plan-It Newburgh*" Sustainable Master Plan and the 2011 City of Newburgh Future Land Use Plan. As part of the amendments to the Zoning Code, new zoning was adopted within the City's LWRP area that seek to provide for the redevelopment and adaptive reuse of the City's waterfront as well as those neighborhoods proximate thereto. This new Code replaced the previous Zoning Code with a hybrid code containing both traditional

zoning districts and form-based districts. The LWRP has been updated to reflect the new zoning, as well as other changes in the LWRP area.

Other “macro” changes that are reflected in the updated LWRP include new development throughout the region, changes in State and Federal laws and current best practices to improve water quality and the impacts of global climate change and sea level rise.

The proposed LWRP includes an expansion of the LWRP area to include Muchattoes Lake and the land area immediately adjacent to it, including Lake Street Apartments and the Lake Street Plaza (Section I). The LWRP also includes a complete update of Section II of the document, the inventory and analysis. This section describes existing conditions for a range of topics, including, land and water-side uses, natural features and infrastructure. The section also includes a discussion of potential planning issues.

Section III of the LWRP, Policies, has been updated to reflect current conditions and priorities, as well as to streamline and clarify the intent of the policies. The proposed LWRP policies are as follows:

Developed Coast Policies

Policy 1: Restore, revitalize, and redevelop deteriorated and underutilized waterfront areas for commercial, industrial, cultural, recreational and other compatible uses.

Policy 1A: Redevelop and revitalize under-utilized and/or vacant industrial and heavy commercial properties located north of the quassaick creek (Sub-Area A – southern/quassaick creek area).

Policy 1b: Redevelop and revitalize the land area west of rev. Dr. Martin luther king jr. Boulevard (Sub-Area B – upland area) for commercial, cultural, institutional, residential, and recreational uses, with emphasis on integrating uses which are water-enhanced such as public parks with views to the river.

Policy 1C: Redevelop and revitalize the land area between rev. Dr. Martin luther king jr. Boulevard and the hudson river (Sub-Area C – waterfront area) to include water-dependent and water-enhanced mixed-use residential, recreational, commercial, and open space uses which incorporate public access to the hudson river.

Policy 1D: Create a pedestrian link to the uses along the waterfront and link the western portion of the lwrp area along the quassaick creek with the waterfront, especially along the broadway corridor and from washington's headquarters and the montgomery-grand-liberty streets historic district neighborhoods.

Policy 1E: Encourage sustainable building practices and green building design as part of all redevelopment activities throughout the entire LWRP area.

Policy 2: Facilitate the siting of water-dependent uses and facilities on or adjacent to coastal waters.

Policy 3: Further develop the state's major ports of Albany, Buffalo, New York, Ogdensburg, and Oswego as centers of commerce and industry, and encourage the siting, in these port areas, including those under the jurisdiction of state public authorities, of land use and development which is essential to, or in support of, the waterborne transportation of cargo and people. *(This State policy is not applicable to the City of Newburgh.)*

Policy 4: Strengthen the economic base of smaller harbor areas by encouraging the development and enhancement of those traditional uses and activities which have provided such areas with their unique maritime identity.

Policy 4A: Redevelop the harbor for promotion of water-dependent and water-enhanced uses.

Policy 5: Encourage the location of development in areas where public services and facilities essential to such development are adequate.

Policy 6: Expedite permit procedures in order to facilitate the siting of development activities at suitable locations.

Fish and Wildlife Policies

Policy 7: Significant coastal fish and wildlife habitats will be protected, preserved, and where practical, restored so as to maintain their viability as habitats. *(This State policy is not applicable to the City of Newburgh.)*

Policy 7A: Activities that would adversely affect fish resident in or migrating through waters adjacent to Newburgh will be avoided.

Policy 8: Protect fish and wildlife resources in the coastal area from the introduction of hazardous wastes and other pollutants which bio-accumulate in the food chain or which cause significant sublethal or lethal effect on those resources.

Policy 8A: New developments or expansion of existing facilities will not be permitted if such facilities introduce hazardous wastes or other pollutants into the environment or if they are unable to acquire the necessary state, federal, and local permits.

Policy 9: Expand recreational use of fish and wildlife resources in coastal areas by increasing access to existing resources, supplementing existing stocks, and developing new resources.

Policy 9A: Incorporation of a pedestrian walkway along the waterfront as part of development/redevelopment of waterfront parcels shall be encouraged wherever possible to provide public access for fishing and wildlife observation and scenic view appreciation.

Policy 10: Further develop commercial finfish, shellfish, and crustacean resources in the coastal area by encouraging the construction of new, or improvement of existing on-shore commercial fishing facilities, increasing marketing of the state's seafood products, and maintaining adequate stocks and expanding aquaculture facilities.

Flooding and Erosion Policies

Policy 11: Buildings and other structures will be sited in the coastal area so as to minimize damage to property and the endangering of human lives caused by flooding and erosion.

Policy 11A: All development on property which includes flood hazard areas will be located at an elevation above the 100-year-flood plain.

Policy 12: Activities or development in the coastal area will be undertaken so as to minimize damage to natural resources and property from flooding and erosion by protecting natural protective features including beaches, dunes, barrier islands and bluffs.

Policy 12A: Major grading and clearing activities will be discouraged on the Washington Heights bluff to avoid soil erosion impacts to Quassaick Creek and the Hudson River.

Policy 13: The construction or reconstruction of erosion protection structures shall be undertaken only if they have a reasonable probability of controlling erosion for at least thirty years as demonstrated in design and construction standards and/or assured maintenance or replacement programs.

Policy 14: Activities and development, including the construction or reconstruction of erosion protection structures, shall be undertaken so that there will be no measurable increase in erosion or flooding at the site of such activities or development, or at other locations.

Policy 15: Mining, excavation or dredging in coastal waters shall not significantly interfere with the natural coastal processes which supply beach materials to land adjacent to such waters and shall be undertaken in a manner which will not cause an increase in erosion of such land.

Policy 16: Public funds shall only be used for erosion protective structures where necessary to protect human life, and new development which requires a location within or adjacent to an

erosion hazard area to be able to function, or existing development; and only where the public benefits outweigh the long term monetary and other costs including the potential for increasing erosion and adverse effects on natural protective features.

Policy 17: Non-structural measures to minimize damage to natural resources and property from flooding and erosion shall be used whenever possible.

General Policy

Policy 18: To safeguard the vital economic, social and environmental interests of the state and of its citizens, proposed major actions in the coastal area must give full consideration to those interests, and to the safeguards which the state has established to protect valuable coastal resource areas.

Policy 18A: Maintain and improve existing low- and moderate-income housing and provide additional such housing.

Public Access Policies

Policy 19: Protect, maintain and increase the level and types of access to public water-related recreation resources and facilities.

Policy 19A: Improve pedestrian, vehicular (motorized and non-motorized) and public access to Newburgh landing and waterfront park and any new developments along the Hudson River. Minimize the barrier created by the railroad embankment through landscaping and related amenities.

Policy 19B: Implement improvements to the transportation elements within the waterfront area and provide improved transit links between the waterfront and the region. In particular, pursue transit links among the waterfront, upland areas, downtown Newburgh, the Broadway corridor and Stewart international airport.

Policy 19C: Best-management practices will be used to ensure the efficient provision of parking facilities while reducing the amount of impervious surfaces and resultant stormwater runoff.

Policy 20: Access to the publicly owned foreshore and to lands immediately adjacent to the foreshore or the water's edge that are publicly owned shall be provided and it shall be provided in a manner compatible with adjoining uses.

Policy 20A: Where redevelopment of city-owned waterfront property is undertaken, public waterfront walkways and open spaces will be incorporated into the new development; and

provision will be made to link such public areas in a network of public walkways and open spaces within the LWRP area.

Recreation Policies

Policy 21: Water-dependent and water enhanced recreation will be encouraged and facilitated, and will be given priority over non-water related uses along the coast.

Policy 21A: Encourage additional and improve existing waterfront access along the Hudson River and the Quassaick creek to help increase public enjoyment of the waterfront and the recreational usage of fish and wildlife habitats.

Policy 21B: Docking facilities for transient vessels, especially large passenger vessels, will be provided wherever possible in new development and at existing public launch and docking areas.

Policy 22: Development, when located adjacent to the shore, will provide for water-related recreation, as a multiple use, whenever such recreational use is appropriate in light of reasonably anticipated demand for such activities and the primary purpose of the development.

Policy 22A: Development along the waterfront in the Washington Street, lower Broadway, Newburgh Landing and Newburgh Yacht Club areas shall be encouraged to provide public access.

Historic and Scenic Resources Policies

Policy 23: Protect, enhance and restore structures, districts, areas or sites that are of significance in the history, architecture, archeology or culture of the state, its communities, or the nation.

Policy 23A: No changes in any exterior architectural feature, including, but not limited to, construction, alteration, restoration, removal, demolition, or painting, shall be made to identified resources except as hereinafter provided.

Policy 24: Prevent impairment of scenic resources of statewide significance, as identified on the coastal area map.

Policy 25: Protect, restore or enhance natural and man-made resources which are not identified as being of statewide significance, but which contribute to the overall scenic quality of the coastal area.

Policy 26: Conserve and protect agricultural lands in the state's coastal area. *(This State policy is not applicable to the City of Newburgh.)*

Policy 27: Decisions on the siting and construction of major energy facilities in the coastal area will be based on public energy needs, compatibility of such facilities with the environment, and the facility's need for a shorefront location.

Policy 28: Ice management practices shall not interfere with the production of hydroelectric power, damage significant fish and wildlife and their habitats, or increase shoreline erosion or flooding.

Policy 29: Encourage the development of energy resources on the outer continental shelf, in lake Erie and in other water bodies, and ensure the environmental safety of such activities. *(This State policy is not applicable to the City of Newburgh.)*

Water and Air Resources Policies

Policy 30: Municipal, industrial, and commercial discharge of pollutants, including but not limited to, toxic and hazardous substances, into coastal waters will conform to state and national water quality standards.

Policy 31: State coastal area policies and management objectives of approved local waterfront revitalization programs will be considered while reviewing coastal water classifications and while modifying water quality standards; however, those waters already overburdened with contaminants will be recognized as being a development constraint.

Policy 32: Encourage the use of alternative or innovative sanitary waste systems in small communities where the costs of conventional facilities are unreasonably high, given the size of the existing tax base of these communities. *(This State policy is not applicable to the City of Newburgh.)*

Policy 33: Best management practices will be used to ensure the control of stormwater runoff and combined sewer overflows draining into coastal waters.

Policy 34 discharge of waste materials into coastal waters from vessels subject to state jurisdiction will be limited so as to protect significant fish and wildlife habitats, recreational areas and water supply areas.

Policy 35: Dredging and filling in coastal waters and disposal of dredged material will be undertaken in a manner that meets existing state permit requirements, and protects significant

fish and wildlife habitats, scenic resources, natural protective features, important agricultural lands, and wetlands.

Policy 36: Activities related to the shipment and storage of petroleum and other hazardous materials will be conducted in a manner that will prevent or at least minimize spills into coastal waters; all practicable efforts will be undertaken to expedite the cleanup of such discharges; and restitution for damages will be required when these spills occur.

Policy 36A: Storage areas for petroleum and other hazardous materials will be bermed to prevent on-site spills from entering coastal waters. No more than 150 gallons of such materials shall be kept in temporary storage facilities at any one time.

Policy 37: Best management practices will be utilized to minimize the non-point discharge of excess nutrients, organics and eroded soils into coastal waters.

Policy 38: The quality and quantity of surface water and groundwater supplies will be conserved and protected, particularly where such waters constitute the primary or sole source of water supply.

Policy 39: The transport, storage, treatment and disposal of solid wastes, particularly hazardous wastes, within coastal areas will be conducted in such a manner so as to protect groundwater and surface water supplies, significant fish and wildlife habitats, recreation areas, important agricultural land, and scenic resources.

Policy 39A: Dumping of solid and hazardous wastes in the coastal waters of the City of Newburgh is prohibited.

Policy 40: Effluent discharged from major steam electric generating and industrial facilities into coastal waters will not be unduly injurious to fish and wildlife and shall conform to state water quality standards.

Policy 41: Land use or development in the coastal area will not cause national or state air quality standards to be violated.

Policy 42: Coastal management policies will be considered if the state reclassifies land areas pursuant to the prevention of significant deterioration regulations of the federal clean air act.

Policy 43: Land use or development in the coastal area must not cause the generation of significant amounts of acid rain precursors: nitrates and sulfates.

Wetlands Policy

Policy 44: Preserve and protect tidal and freshwater wetlands and preserve the benefits derived from these areas.

Based on the LWRP policies, discussions with the CAC and City staff, site visits and input from the public, the LWRP Update proposes a set of site-specific and programmatic projects to be undertaken in order to implement the LWRP (Section IV). The projects are organized into three geographic planning areas (see Figures 3-6) as follows:

Sub-Area A – Southern/Quassaick Creek Area (Figure 3)

1. Quassaick Creek Preserve and Trail
2. Quassaick Creek Stream Restoration
3. Lake Street Complete Streets Study
4. Lakeside Plaza Redevelopment/Muchattoes Lake Access Easements

Sub-Area B – Inland Area (Figure 4)

1. Broadway – Waterfront Link
2. Washington’s Headquarters Tower of Victory Restoration
3. Liberty Street Streetscape Improvements
4. The Foundry at Washington Park and Surrounding Area

Sub-Area C – Waterfront Area (Figure 5)

1. Pier-Loun Condominium
2. Newburgh Yacht Club
3. Regal Bag Building Adaptive Reuse
4. South Street Park
5. Newburgh Landing Dock
6. Front Street Improvements
7. Hudson Riverfront Walkway
8. Former Consolidated Iron and Metal Redevelopment Area
9. Newburgh-Beacon Ferry Terminal Relocation
10. Gull Harbour
11. Newburgh Boat Launch Improvements
12. Water Pollution Control Plant
13. City Incinerator
14. Steel Ways, Inc.
15. Removal of Sunken Vessels and Debris and Assessment and Cleanup of Contaminated Properties
16. Shoreline Stabilization
17. Commercial Marina Facility Maintenance and Repair
18. Harbor Administration Ordinances
19. Facilities for Trailered and Hand Carried Vessels

Entire LWRP Area

1. Signs and Logo
2. Educational Program
3. Waterfront and Water Trails
4. Water Quality Improvements



Figure 3: Proposed projects: Sub-Area A

2.0 FULL ENVIRONMENTAL ASSESSMENT FORM – Part 1

Part 1 of this Full Environmental Assessment Form (EAF) evaluate the potential for environmental impacts to be created by the approval of the LWRP Update by the City of Newburgh City Council. This legislative action is generic in nature, not site-specific, and does not directly result in physical changes to the environment.

The form that follows is published by the New York State Department of Environmental Conservation, and portions are designed for site-specific actions rather than area-wide or generic proposals. As a result, consistent with the form's directions, these non-relevant sections (contained in Sections D and E of the EAF – Part 1) are not completed.

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

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

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

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

A. Project and Sponsor Information.

Name of Action or Project:		
Project Location (describe, and attach a general location map):		
Brief Description of Proposed Action (include purpose or need):		
Name of Applicant/Sponsor:		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:
Project Contact (if not same as sponsor; give name and title/role):		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor):		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. (“Funding” includes grants, loans, tax relief, and any other forms of financial assistance.)		
Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Council, Town Board, or Village Board of Trustees <input type="checkbox"/> Yes <input type="checkbox"/> No		
b. City, Town or Village Planning Board or Commission <input type="checkbox"/> Yes <input type="checkbox"/> No		
c. City Council, Town or Village Zoning Board of Appeals <input type="checkbox"/> Yes <input type="checkbox"/> No		
d. Other local agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
e. County agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
f. Regional agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
g. State agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
h. Federal agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
i. Coastal Resources. <div style="display: flex; justify-content: space-between;"> <div> i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? iii. Is the project site within a Coastal Erosion Hazard Area? </div> <div> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No </div> </div>		

C. Planning and Zoning

C.1. Planning and zoning actions.	
Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? <input type="checkbox"/> Yes <input type="checkbox"/> No <ul style="list-style-type: none"> If Yes, complete sections C, F and G. If No, proceed to question C.2 and complete all remaining sections and questions in Part 1 	
C.2. Adopted land use plans.	
a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? <input type="checkbox"/> Yes <input type="checkbox"/> No	
b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, identify the plan(s): _____ _____ _____	
c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, identify the plan(s): _____ _____ _____	

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☐ Yes ☐ No
If Yes, what is the zoning classification(s) including any applicable overlay district?

b. Is the use permitted or allowed by a special or conditional use permit? ☐ Yes ☐ No

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

If Yes,

i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

a. In what school district is the project site located? _____

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

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

d. What parks serve the project site?

D. Project Details

~~D.1. Proposed and Potential Development~~

~~a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)?~~

~~_____~~

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

~~b. Total acreage to be physically disturbed? _____ acres~~

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

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

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

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

~~If Yes,~~

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

~~_____~~

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

~~iii. Number of lots proposed? _____~~

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

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

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

~~ii. If Yes:~~

~~• Total number of phases anticipated _____~~

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

~~• Anticipated completion date of final phase _____ month _____ year~~

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

~~_____~~

~~_____~~

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

	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	_____
At completion of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? ☐ Yes ☐ No
 If Yes,

- i. Total number of structures _____
- ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length
- iii. Approximate extent of building space to be heated or cooled: _____ square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? ☐ Yes ☐ No
 If Yes,

- i. Purpose of the impoundment: _____
- ii. If a water impoundment, the principal source of the water: ☐ Ground water ☐ Surface water streams ☐ Other specify: _____
- iii. If other than water, identify the type of impounded/contained liquids and their source. _____
- iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres
- v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length
- vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? ☐ Yes ☐ No
 (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)
 If Yes:

- i. What is the purpose of the excavation or dredging? _____
- ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?
 - Volume (specify tons or cubic yards): _____
 - Over what duration of time? _____
- iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____
- iv. Will there be onsite dewatering or processing of excavated materials? ☐ Yes ☐ No
 If yes, describe. _____
- v. What is the total area to be dredged or excavated? _____ acres
- vi. What is the maximum area to be worked at any one time? _____ acres
- vii. What would be the maximum depth of excavation or dredging? _____ feet
- viii. Will the excavation require blasting? ☐ Yes ☐ No
- ix. Summarize site reclamation goals and plan: _____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? ☐ Yes ☐ No
 If Yes:

- i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<ul style="list-style-type: none"> Do existing sewer lines serve the project site? <input type="checkbox"/> Yes <input type="checkbox"/> No Will line extension within an existing district be necessary to serve the project? <input type="checkbox"/> Yes <input type="checkbox"/> No <p>If Yes:</p> <ul style="list-style-type: none"> Describe extensions or capacity expansions proposed to serve this project: _____
<p>iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <ul style="list-style-type: none"> Applicant/sponsor for new district: _____ Date application submitted or anticipated: _____ What is the receiving water for the wastewater discharge? _____ <p>v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge, or describe subsurface disposal plans):</p> <p>_____</p> <p>_____</p> <p>vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____</p> <p>_____</p> <p>_____</p>
<p>e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. How much impervious surface will the project create in relation to total size of project parcel?</p> <p>_____ Square feet or _____ acres (impervious surface)</p> <p>_____ Square feet or _____ acres (parcel size)</p> <p>ii. Describe types of new point sources. _____</p> <p>_____</p> <p>iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?</p> <p>_____</p> <p>_____</p> <ul style="list-style-type: none"> If to surface waters, identify receiving water bodies or wetlands: _____ _____ Will stormwater runoff flow to adjacent properties? <input type="checkbox"/> Yes <input type="checkbox"/> No
<p>iv. Does proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, identify:</p> <p>i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)</p> <p>_____</p> <p>ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)</p> <p>_____</p> <p>iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)</p> <p>_____</p> <p>_____</p>
<p>g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>ii. In addition to emissions as calculated in the application, the project will generate:</p> <ul style="list-style-type: none"> _____ Tons/year (short tons) of Carbon Dioxide (CO₂) _____ Tons/year (short tons) of Nitrous Oxide (N₂O) _____ Tons/year (short tons) of Perfluorocarbons (PFCs) _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆) _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs) _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? ☐ Yes ☐ No
If Yes:
i. Estimate methane generation in tons/year (metric): _____
ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? ☐ Yes ☐ No
If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? ☐ Yes ☐ No
If Yes:
i. When is the peak traffic expected (Check all that apply): ☐ Morning ☐ Evening ☐ Weekend
☐ Randomly between hours of _____ to _____.
ii. For commercial activities only, projected number of semi-trailer truck trips/day: _____
iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____
iv. Does the proposed action include any shared use parking? ☐ Yes ☐ No
v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____

vi. Are public/private transportation service(s) or facilities available within 1/2 mile of the proposed site? ☐ Yes ☐ No
vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? ☐ Yes ☐ No
viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? ☐ Yes ☐ No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? ☐ Yes ☐ No
If Yes:
i. Estimate annual electricity demand during operation of the proposed action: _____
ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____
iii. Will the proposed action require a new, or an upgrade to, an existing substation? ☐ Yes ☐ No

l. Hours of operation. Answer all items which apply.
i. During Construction:
• Monday - Friday: _____
• Saturday: _____
• Sunday: _____
• Holidays: _____
ii. During Operations:
• Monday - Friday: _____
• Saturday: _____
• Sunday: _____
• Holidays: _____

<p>m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes:</p> <p>i. Provide details including sources, time of day and duration:</p> <p>_____</p> <p>_____</p> <p>ii. Will proposed action remove existing natural barriers that could act as a noise barrier or screen? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Describe: _____</p> <p>_____</p>
<p>n.. Will the proposed action have outdoor lighting? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes:</p> <p>i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:</p> <p>_____</p> <p>_____</p> <p>ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Describe: _____</p> <p>_____</p>
<p>o. Does the proposed action have the potential to produce odors for more than one hour per day? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____</p> <p>_____</p> <p>_____</p>
<p>p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Product(s) to be stored _____</p> <p>ii. Volume(s) _____ per unit time _____ (e.g., month, year)</p> <p>iii. Generally describe proposed storage facilities: _____</p> <p>_____</p>
<p>q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Describe proposed treatment(s):</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>ii. Will the proposed action use Integrated Pest Management Practices? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Describe any solid waste(s) to be generated during construction or operation of the facility:</p> <ul style="list-style-type: none"> • Construction: _____ tons per _____ (unit of time) • Operation : _____ tons per _____ (unit of time) <p>ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:</p> <ul style="list-style-type: none"> • Construction: _____ • Operation: _____ <p>iii. Proposed disposal methods/facilities for solid waste generated on-site:</p> <ul style="list-style-type: none"> • Construction: _____ • Operation: _____

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

If Yes:

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

ii. Anticipated rate of disposal/processing:

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

iii. If landfill, anticipated site life: _____ years

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

If Yes:

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

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

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

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

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

If Yes: provide name and location of facility: _____

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

E. Site and Setting of Proposed Action

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

a. Existing land uses.

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

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

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

ii. If mix of uses, generally describe: _____

b. Land uses and coverytypes on the project site.

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

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

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

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

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

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

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

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

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

v. Is the project site subject to an institutional control limiting property uses? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<ul style="list-style-type: none"> • If yes, DEC site ID number: _____ • Describe the type of institutional control (e.g., deed restriction or easement): _____ • Describe any use limitations: _____ • Describe any engineering controls: _____ • Will the project affect the institutional or engineering controls in place? <input type="checkbox"/> Yes <input type="checkbox"/> No • Explain: _____ _____ 	
E.2. Natural Resources On or Near Project Site	
a. What is the average depth to bedrock on the project site? _____ feet	
b. Are there bedrock outcroppings on the project site? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %	
c. Predominant soil type(s) present on project site: _____ % _____ % _____ %	
d. What is the average depth to the water table on the project site? Average: _____ feet	
e. Drainage status of project site soils: <input type="checkbox"/> Well Drained: _____ % of site <input type="checkbox"/> Moderately Well Drained: _____ % of site <input type="checkbox"/> Poorly Drained _____ % of site	
f. Approximate proportion of proposed action site with slopes: <input type="checkbox"/> 0-10%: _____ % of site <input type="checkbox"/> 10-15%: _____ % of site <input type="checkbox"/> 15% or greater: _____ % of site	
g. Are there any unique geologic features on the project site? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, describe: _____ _____	
h. Surface water features.	
i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? <input type="checkbox"/> Yes <input type="checkbox"/> No	
ii. Do any wetlands or other waterbodies adjoin the project site? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes to either <i>i</i> or <i>ii</i> , continue. If No, skip to E.2.i.	
iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? <input type="checkbox"/> Yes <input type="checkbox"/> No	
iv. For each identified regulated wetland and waterbody on the project site, provide the following information:	
<ul style="list-style-type: none"> • Streams: Name _____ Classification _____ • Lakes or Ponds: Name _____ Classification _____ • Wetlands: Name _____ Approximate Size _____ • Wetland No. (if regulated by DEC) _____ 	
v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, name of impaired water body/bodies and basis for listing as impaired: _____ _____	
i. Is the project site in a designated Floodway? <input type="checkbox"/> Yes <input type="checkbox"/> No	
j. Is the project site in the 100 year Floodplain? <input type="checkbox"/> Yes <input type="checkbox"/> No	
k. Is the project site in the 500 year Floodplain? <input type="checkbox"/> Yes <input type="checkbox"/> No	
l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes:	
i. Name of aquifer: _____	

<p>m. Identify the predominant wildlife species that occupy or use the project site: _____</p> <p>_____</p> <p>_____</p>	
<p>n. Does the project site contain a designated significant natural community? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Describe the habitat/community (composition, function, and basis for designation): _____</p> <p style="margin-left: 20px;">_____</p> <p style="margin-left: 20px;">ii. Source(s) of description or evaluation: _____</p> <p style="margin-left: 20px;">iii. Extent of community/habitat:</p> <ul style="list-style-type: none"> • Currently: _____ acres • Following completion of project as proposed: _____ acres • Gain or loss (indicate + or -): _____ acres 	
<p>o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, give a brief description of how the proposed action may affect that use: _____</p> <p>_____</p>	
<p>E.3. Designated Public Resources On or Near Project Site</p>	
<p>a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, provide county plus district name/number: _____</p>	
<p>b. Are agricultural lands consisting of highly productive soils present? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p style="margin-left: 20px;">i. If Yes: acreage(s) on project site? _____</p> <p style="margin-left: 20px;">ii. Source(s) of soil rating(s): _____</p>	
<p>c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature</p> <p style="margin-left: 20px;">ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____</p> <p>_____</p> <p>_____</p>	
<p>d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. CEA name: _____</p> <p style="margin-left: 20px;">ii. Basis for designation: _____</p> <p style="margin-left: 20px;">iii. Designating agency and date: _____</p>	

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

F. Additional Information

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

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

G. Verification

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

Applicant/Sponsor Name _____ Date _____

Signature Sarah K. Yackal Title _____



Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.



B.i.i [Coastal or Waterfront Area]	Yes
B.i.ii [Local Waterfront Revitalization Area]	Yes
C.2.b. [Special Planning District]	Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook.
C.2.b. [Special Planning District - Name]	Remediation Sites:B00127 , Remediation Sites:E336075, Remediation Sites:336031 , Remediation Sites:B00188 , Remediation Sites:336042 , Remediation Sites:B00189 , Remediation Sites:336055 , Remediation Sites:546031
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Yes - Digital mapping data for Spills Incidents are not available for this location. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Yes
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Yes
E.1.h.i [DEC Spills or Remediation Site - DEC ID Number]	B00127 , E336075, 336031 , B00188 , 336042 , B00189 , 336055 , 546031
E.1.h.iii [Within 2,000' of DEC Remediation Site]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	336036 , C336086, B00127 , 336077, E336075, 336031 , B00188 , 336042 , B00189 , 336055 , 546031
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Yes
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.iv [Surface Water Features - Stream Name]	862-204, 862-210

E.2.h.iv [Surface Water Features - Stream Classification]	C
E.2.h.iv [Surface Water Features - Wetlands Name]	Federal Waters
E.2.h.v [Impaired Water Bodies]	Yes
E.2.h.v [Impaired Water Bodies - Name and Basis for Listing]	Name - Pollutants - Uses:Hudson River (Class B) – Priority Organics – Fish Consumption
E.2.i. [Floodway]	Yes
E.2.j. [100 Year Floodplain]	Yes
E.2.k. [500 Year Floodplain]	Yes
E.2.l. [Aquifers]	Yes
E.2.l. [Aquifer Names]	Principal Aquifer
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	Yes
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National Register of Historic Places]	Yes - Digital mapping data for archaeological site boundaries are not available. Refer to EAF Workbook.
E.3.e.ii [National Register of Historic Places - Name]	Washington's Headquarters, Walsh-Havemeyer House, East End Historic District, Dutch Reformed Church, Crawford, David, House, Old Town Cemetery and Palatine Church Site, US Post Office--Newburgh
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No

SEQR
Lead Agency Determination
Newburgh Local Waterfront Revitalization Program (LWRP)

MEMO TO: **ALL INVOLVED AGENCIES**

FROM: City of Newburgh City Council
83 Broadway
Newburgh, NY 12550

MAILING DATE: January 24, 2017

PROJECT TITLE: Newburgh Local Waterfront Revitalization Program (LWRP)

PROJECT

LOCATION: The LWRP area encompasses all lands, including waters, north of the City's municipal boundary with the Town of New Windsor and south of the Town of Newburgh to the north, extending into the Hudson River to the municipal boundary with the City of Beacon. The LWRP Area extends west along the Quassaick Creek and around Muchattoes Lake, then back east along Lake Street to Dickson Street to Overlook Place, then north along Liberty Street to Powell Avenue

SEQR TYPE: Type I Action

PROJECT

DESCRIPTION: Pursuant to the New York State Environmental Quality Review Act (SEQR) this Environmental Assessment Form (EAF) – Part 1 evaluates the potential impacts that could result from the following action by the City of Newburgh City Council, Newburgh, New York: Adoption of an updated Local Waterfront Revitalization Program (LWRP). The action consists solely of the adoption of the LWRP and therefore will not result in any direct construction or development.

The proposed LWRP includes an expansion of the LWRP area to include Muchattoes Lake and the land area immediately adjacent to it, including the Lake Street Apartments and Lake Street Plaza (Section I). The LWRP also includes a complete update of Section II of the document, the inventory and analysis. This section describes existing conditions for a range of topics, including, land and water-side uses, natural features and infrastructure. The section also includes a discussion of potential planning issues. Section III of the LWRP, Policies, has been updated to reflect current conditions and priorities, as well as to streamline and clarify the intent of the policies. Based on the LWRP policies, discussions with the LWRP Working Group and City staff, site visits and input from the public, the LWRP proposes a set of site-specific and programmatic projects to be undertaken in order to

implement the LWRP. See attached EAF narrative for additional details. This notification is for the purpose of designating a lead agency according to the requirements of Article 8 of New York State Environmental Conservation Law for the following proposed action:

Newburgh Local Waterfront Revitalization Program

If no written objections are received within 30 days of the above date of this notice, the City of Newburgh City Council will assume the role of Lead Agency. Attached is Part I of the Full Environmental Assessment Form for this action.

CONTACT PERSON: Deirdre Glenn, Director of Planning and Development
City of Newburgh City Council
83 Broadway
Newburgh, NY 12550
1- (845) 569-7383

Involved and Interested Agencies:

Orange County Department of Planning
124 Main St, Goshen, NY 10924
ATTN: David E. Church, Planning Commissioner
(845) 291-4000

New York State Department of State, Division of Coastal Resources
New York, Local Waterfront Revitalization Office
99 Washington Avenue, Suite 1010
Albany, NY 12231
ATTN: Jaime Ethier, Coastal Resource Specialist
(518) 474-6000

RESOLUTION NO.: _____ - 2017

OF

JANUARY 23, 2017

**A RESOLUTION AUTHORIZING THE AMENDMENT
OF A GRANTEE ON A DEED FOR REAL PROPERTY KNOWN
AS 8 LARTER AVENUE (SECTION 26, BLOCK 3, LOT 25)**

WHEREAS, by Resolution No.: 332-2016, the City Council authorized the sale of the premises located at 8 Larter Avenue, being more accurately described as Section 26, Block 3, Lot 25 on the official tax map of the City of Newburgh to Eugenio Nevarez; and

WHEREAS, Mr. Nevarez, by his attorney, has requested that his niece Eunize Nevarez be added to the deed as a joint tenant with right of survivorship; and

WHEREAS, this Council has determined that authorizing the amendment to the grantee would be in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized and directed to execute and deliver a quitclaim deed to Eugenio Nevarez and Eunize Nevarez, upon receipt of the purchase price by money order, good certified or bank check for the purchase of real property known as 8 Larter Street, being more accurately described as Section 26, Block 3, Lot 25.

RESOLUTION NO.: _____-2017

OF

JANUARY 23, 2017

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
SATISFACTIONS OF JUDGMENT FOR PROPERTY AT 17 DUBOIS STREET**

WHEREAS, Orange Equities II, LLC owned the property known as 17 Dubois Street in the City of Newburgh (29 – 6 – 4) (“Property”) until October 17, 2013; and

WHEREAS, the City of Newburgh filed and recorded seven (7) Judgments against Orange Equities II, LLC and the Property totaling \$3,250.00; and

WHEREAS, the City of Newburgh acquired title to the Property from Orange Equities II, LLC in the Matter of the Foreclosure of Tax Liens Pursuant to Article 11, Title 3 of the Real Property Tax Law by the City of Newburgh for the Year 2011 and under Real Property Tax Law Section 1136, and upon the execution of the tax deed by the City of Newburgh on October 17, 2013, the City’s judgments were extinguished; and

WHEREAS, City of Newburgh conveyed the Property to the Newburgh Community Land Bank (“NCLB”) by deed dated December 14, 2015 as authorized by Resolution No. 187-2014 of July 14, 2014; and

WHEREAS, the NCLB is preparing to convey the Property to Dubois Street Associates, which has requested that the City issue instruments in recordable form documenting the discharge of the Judgments; and

WHEREAS, this Council has determined that executing instruments of discharge in the form of a Satisfaction of Judgment, a copy of which is annexed hereto, 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 Satisfactions of Judgment for the seven (7) Judgments in favor of the City of Newburgh against Orange Equities II, LLC.

SATISFACTION OF JUDGMENT

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 Judgment against Orange Equities II, LLC, which has not been further assigned of record, is of no further force and effect, and does hereby consent that the same be discharged of record:

1. Instrument 20100078862, Book 8094, Page 1541 for \$250.00

Dated: January ___, 2017

CITY OF NEWBURGH

By: Michael G. Ciaravino, City Manager
Per Resolution No.: ____-2017

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

On the _____ day of January, 2017, 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:

SATISFACTION OF JUDGMENT

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 Judgment against Orange Equities II, LLC, which has not been further assigned of record, is of no further force and effect, and does hereby consent that the same be discharged of record:

1. Instrument 20110010676, Book 8101, Page 177 for \$1,000.00;

Dated: January ___, 2017

CITY OF NEWBURGH

By: Michael G. Ciaravino, City Manager
Per Resolution No.: ____-2017

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

On the _____ day of January, 2017, 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:

SATISFACTION OF JUDGMENT

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 Judgment against Orange Equities II, LLC, which has not been further assigned of record, is of no further force and effect, and does hereby consent that the same be discharged of record:

1. Instrument 20110035521, Book 8104, Page 372 for \$250.00;

Dated: January ___, 2017

CITY OF NEWBURGH

By: Michael G. Ciaravino, City Manager
Per Resolution No.: ____-2017

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

On the _____ day of January, 2017, 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:

SATISFACTION OF JUDGMENT

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 Judgment against Orange Equities II, LLC, which has not been further assigned of record, is of no further force and effect, and does hereby consent that the same be discharged of record:

1. Instrument 20110035522, Book 8104, Page 373 for \$250.00;

Dated: January ___, 2017

CITY OF NEWBURGH

By: Michael G. Ciaravino, City Manager
Per Resolution No.: ____-2017

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

On the _____ day of January, 2017, 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:

SATISFACTION OF JUDGMENT

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 Judgment against Orange Equities II, LLC, which has not been further assigned of record, is of no further force and effect, and does hereby consent that the same be discharged of record:

1. Instrument 20120019849, Book 8116, Page 1881 for \$250.00

Dated: January ___, 2017

CITY OF NEWBURGH

By: Michael G. Ciaravino, City Manager
Per Resolution No.: ____-2017

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

On the _____ day of January, 2017, 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:

SATISFACTION OF JUDGMENT

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 Judgment against Orange Equities II, LLC, which has not been further assigned of record, is of no further force and effect, and does hereby consent that the same be discharged of record:

1. Instrument 20120027866, Book 8117, Page 1397 for \$250.00

Dated: January ___, 2017

CITY OF NEWBURGH

By: Michael G. Ciaravino, City Manager
Per Resolution No.: ____-2017

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

On the _____ day of January, 2017, 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:

SATISFACTION OF JUDGMENT

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 Judgment against Orange Equities II, LLC, which has not been further assigned of record, is of no further force and effect, and does hereby consent that the same be discharged of record:

1. Instrument 20120069552, Book 8122, Page 1186 for \$1,000.00

Dated: January ___, 2017

CITY OF NEWBURGH

By: Michael G. Ciaravino, City Manager
Per Resolution No.: ____-2017

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

On the _____ day of January, 2017, 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:

RESOLUTION NO.: _____ - 2017

OF

JANUARY 23, 2017

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A
RELEASE OF RESTRICTIVE COVENANT AND AGREEMENTS IN CONNECTION
WITH A RIGHT OF RE-ENTRY AND REVERTER HELD BY THE CITY OF
NEWBURGH FOR TWELVE (12) PARCELS OF REAL PROPERTY LOCATED ON
SOUTH MILLER, LANDER, FIRST, JOHNSTON AND DUBOIS STREETS**

WHEREAS, the City Council of the City of Newburgh (the “City”) previously authorized the preparation of deeds conveying title to ten (10) parcels of real property located at 19 South Miller Street (30 – 1 – 20), 21 South Miller Street (30 – 1 – 19), 29 Lander Street (30 – 4 – 31), 185 First Street formerly known as 177 First Street (30 – 2 – 4), 39 Johnston Street (30 – 2 – 11), 183 First Street formerly known as 175 First Street (30 – 2 – 5) and 187 First Street formerly known as 179 First Street (30 – 2 – 3) (collectively the “RUPCO Parcels”) as well as 46 Dubois Street (30 – 1 – 47); 48 Dubois Street (30 – 1 – 48); 12 South Miller (30 – 2 – 33); 20 Dubois Street (30 - 1 – 38); and 43 Dubois Street (29 - 5 - 14) (collectively the “DSA Parcels”); which parcels were to be rehabilitated and brought into complete compliance with all then current State, County and City building, housing, plumbing electrical, fire prevention, life safety, health statutes, codes, rules and regulations; and

WHEREAS, over the course of several motions by the City of Newburgh, the City recovered title to the RUPCO Parcels and the Dubois Associates Parcels by way Foreclosure of Tax Liens Pursuant to Article 11, Title 3 of the Real Property Tax Law; and

WHEREAS, by Resolution No. 229-2012 of December 10, 2012, Resolution No. 46-2014 of March 10, 2014 and Resolution No. 187-2014 of July 14, 2014, the City Council authorized the conveyance of the Parcels to the Newburgh Community Land Bank (“NCLB”); and

WHEREAS, by Resolution No. 229-2012 of December 10, 2012, Resolution No. 51 of March 23, 2015 and Resolution No. 70-2015 of April 13, 2015, the City Council authorized the conveyance of the DSA Parcels to the NCLB; and

WHEREAS, the conveyance of the RUPCO Parcels included reference to certain previously recorded rights of re-entry and reverter to the benefit of the City, which rights the NCLB has requested the City cancel so as to provide clear title to the RUPCO Parcels for re-development by RUPCO, Inc. and its affiliate Johnson & Miller Limited Partnership (collectively, “RUPCO”); and

WHEREAS, the conveyance of the DSA Parcels included reference to certain previously recorded rights of re-entry and reverter to the benefit of the City, which rights the NCLB has requested the City cancel so as to provide clear title to Dubois Street Associates for re-development by Dubois Street Associates (“DSA”); and

WHEREAS, this Council has determined that executing an instrument to cancel the restrictive covenant and agreements in the form of a Cancellation of Restrictive Covenant and Agreement, a copy of which is annexed hereto, is in the best interests of the City of Newburgh for the redevelopment of the RUPCO Parcels by RUPCO; and

WHEREAS, this Council has determined that executing an instrument to cancel the restrictive covenant and agreements in the form of a Cancellation of Restrictive Covenant and Agreement, a copy of which is annexed hereto, is in the best interests of the City of Newburgh for the redevelopment of the DSA Parcels by Dubois Street Associates;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to execute the attached Cancellation of Restrictive Covenant and Agreement for the RUPCO Parcels and the DSA Parcels.

CANCELLATION OF RESTRICTIVE COVENANTS AND AGREEMENTS

WHEREAS the City of Newburgh, a municipal corporation organized and existing under the laws of the State of New York having its principal office at City Hall, 83 Broadway, Newburgh, New York 12250 did convey by multiple deeds certain real property (identified below) to the Newburgh Community Land Bank, Inc., a not-for-profit organization having an address at P.O. Box 152, Newburgh, New York 12250 which deeds contain certain restrictive covenants and agreements:

As to that certain plot, piece or parcels of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Newburgh, County of Orange, and State of New York, designated as Tax Parcel Section 30, Block 1 Lot 20 (known as 19 S. Miller Street City of Newburgh, N.Y.) and is more particularly described in Schedule A-1 hereto attached (hereinafter "Parcel 1") the City of Newburgh did convey Parcel 1 to the Newburgh Community Land Bank, Inc., by deed dated April 28, 2014 and recorded May 1, 2014 in the Orange County Clerk's Office in Liber 13745 Page 1186 which deed was:

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

which accordingly included the right of re-entry and reverter for the City of Newburgh found at Liber 6149 Page 348;

As to that certain plot, piece or parcels of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Newburgh, County of Orange, and State of New York, designated as Tax Parcel Section 30, Block 1 Lot 19 (known as 21 S. Miller Street City of Newburgh, N.Y.) and is more particularly described in Schedule A-2 hereto attached (hereinafter "Parcel 2") the City of Newburgh did convey Parcel 1 to the Newburgh Community Land Bank, Inc., by deed dated April 28, 2014 and recorded May 1, 2014 in the Orange County Clerk's Office in Liber 13745 Page 1186 which deed was:

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

which accordingly included the right of re-entry and reverter for the City of Newburgh found at Liber 11245 Page 1827;

As to that certain plot, piece or parcels of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Newburgh, County of Orange, and State of New York, designated as Tax Parcel Section 30, Block 4 Lot 31 (known as 29 Lander Street City of Newburgh, N.Y.) and is more particularly described in Schedule A-3 hereto attached (hereinafter "Parcel 3") the City of Newburgh did convey Parcel 3 to the Newburgh Community Land Bank, Inc., by deed dated June 28, 2013 and recorded July 10, 2013 in the Orange County Clerk's Office in Liber 13601 Page 1296 which deed was:

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

which accordingly included the right of re-entry and reverter for the City of Newburgh found at Liber 4727 Page 30; and

the right of re-entry and reverter for the City of Newburgh found at Liber 11006 Page 1318;

As to that certain plot, piece or parcels of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Newburgh, County of Orange, and State of New York, designated as Tax Parcel Section 30, Block 2 Lot 4 (known as 185 First Street City of Newburgh, N.Y., f/k/a 177 First Street City of Newburgh, N.Y.) and is more particularly described in Schedule A-4 hereto attached (hereinafter "Parcel 4") the City of Newburgh did convey Parcel 4 to the Newburgh Community Land Bank, Inc., by deed dated June 28, 2013 and recorded July 10, 2013 in the Orange County Clerk's Office in Liber 13601 Page 1296 which deed was:

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

which accordingly included the right of re-entry and reverter for the City of Newburgh found at Liber 5647 Page 155;

As to that certain plot, piece or parcels of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Newburgh, County of Orange, and State of New York, designated as Tax Parcel Section 30, Block 2 Lot 11 (known as 39 Johnston Street City of Newburgh, N.Y.) and is more particularly described in Schedule A-5 hereto attached (hereinafter "Parcel 5") the City of Newburgh did convey Parcel 5 to the Newburgh Community Land Bank, Inc., by deed dated November 25, 2014 and recorded December 4, 2014 in the Orange County Clerk's Office in Liber 13823 Page 1986 which deed was:

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

which accordingly included the right of re-entry and reverter for the City of Newburgh found at Liber 2305 Page 608;

As to that certain plot, piece or parcels of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Newburgh, County of Orange, and State of New York, designated as Tax Parcel Section 30, Block 2 Lot 3 (known as 187 First Street City of Newburgh, N.Y. f/k/a 179 First Street City of Newburgh, N.Y.) and is more particularly described in Schedule

A-6 hereto attached (hereinafter "Parcel 6") the City of Newburgh did convey Parcel 6 to the Newburgh Community Land Bank, Inc., by deed dated June 28, 2013 and recorded July 10, 2013 in the Orange County Clerk's Office in Liber 13601 Page 1296 which deed was:

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

which accordingly included the right of re-entry and reverter for the City of Newburgh found at Liber 5647 Page 155; and the right of re-entry and reverter for the City of Newburgh found at Liber 2300 Page 158

As to that certain plot, piece or parcels of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Newburgh, County of Orange, and State of New York, designated as Tax Parcel Section 30, Block 2 Lot 5 (known as 183 First Street City of Newburgh, N.Y. f/k/a 175 First Street City of Newburgh, N.Y.) and is more particularly described in Schedule A-7 hereto attached (hereinafter "Parcel 7") the City of Newburgh did convey Parcel 7 to the Newburgh Community Land Bank, Inc., by deed dated June 28, 2013 and recorded July 10, 2013 in the Orange County Clerk's Office in Liber 13601 Page 1296 which deed was:

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

which accordingly included the right of re-entry and reverter for the City of Newburgh found at Liber 2496 Page 310; and

the right of re-entry and reverter for the City of Newburgh found at Liber 12429 Page 1881;

As to that certain plot, piece or parcels of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Newburgh, County of Orange, and State of New York, designated as Tax Parcel Section 30, Block 1 Lot 47 (known as 46 Dubois Street City of Newburgh, N.Y.) and is more particularly described in Schedule A-8 hereto attached (hereinafter "Parcel 8") the City of Newburgh did convey Parcel 8 to the Newburgh Community Land Bank, Inc., by deed dated May 15, 2015 and recorded May 20, 2015 in the Orange County Clerk's Office in Liber 13896 Page 1175 which deed was:

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

which accordingly included the right of re-entry and reverter for the City of Newburgh found at Liber 12539 Page 1596; and

As to that certain plot, piece or parcels of land, with the buildings and improvements thereon

erected, situate, lying and being in the City of Newburgh, County of Orange, and State of New York, designated as Tax Parcel Section 30, Block 1 Lot 48 (known as 48 Dubois Street City of Newburgh, N.Y.) and is more particularly described in Schedule A-9 hereto attached (hereinafter "Parcel 9") the City of Newburgh did convey Parcel 9 to the Newburgh Community Land Bank, Inc., by deed dated May 15, 2015 and recorded May 20, 2015 in the Orange County Clerk's Office in Liber 13896 Page 1175 which deed was:

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

which accordingly included the right of re-entry and reverter for the City of Newburgh found at Liber 2179 Page 1052; and

the right of re-entry and reverter for the City of Newburgh found at Liber 12539 Page 1611;

As to that certain plot, piece or parcels of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Newburgh, County of Orange, and State of New York, designated as Tax Parcel Section 30, Block 2 Lot 33 (known as 12 South Miller City of Newburgh, N.Y.) and is more particularly described in Schedule A-10 hereto attached (hereinafter "Parcel 10") the City of Newburgh did convey Parcel 10 to the Newburgh Community Land Bank, Inc., by deed dated April 28, 2014 and recorded May 1, 2014 in the Orange County Clerk's Office in Liber 13745 Page 1186 which deed was:

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

which accordingly included the right of re-entry and reverter for the City of Newburgh found at Liber 12012 Page 1655;

As to that certain plot, piece or parcels of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Newburgh, County of Orange, and State of New York, designated as Tax Parcel Section 30, Block 1 Lot 38 (known as 20 Dubois Street City of Newburgh, N.Y.) and is more particularly described in Schedule A-11 hereto attached (hereinafter "Parcel 11") the City of Newburgh did convey Parcel 11 to the Newburgh Community Land Bank, Inc., by deed dated December 14, 2015 and recorded December 24, 2015 in the Orange County Clerk's Office in Liber 13987 Page 1635 which deed was:

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

which accordingly included the right of re-entry and reverter for the City of Newburgh found at Liber 12359 Page 1621;

As to that certain plot, piece or parcels of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Newburgh, County of Orange, and State of New York, designated as Tax Parcel Section 29, Block 5 Lot 14 (known as 43 Dubois Street City of Newburgh, N.Y.) and is more particularly described in Schedule A-12 hereto attached (hereinafter "Parcel 12" and collectively with Parcel 1, Parcel 2, Parcel 3, Parcel 4, Parcel 5, Parcel 6, Parcel 7, Parcel 8, Parcel 9, Parcel 10 and Parcel 11 the "Demised Premises") the City of Newburgh did convey Parcel 12 to the Newburgh Community Land Bank, Inc., by deed dated December 14, 2015 and recorded December 24, 2015 in the Orange County Clerk's Office in Liber 13987 Page 1635 which deed was:

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

which accordingly included the right of re-entry and reverter for the City of Newburgh found at Liber 12539 Page 1606;

Now, therefore in consideration of the premises and the sum of ten dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged, the City of Newburgh hereby cancels the restrictive covenant as against the Demised Premises. The restrictive covenant on the Demised Premises shall be void and of no force and effect.

Address of Demised Premises:

Tax Parcel Section 30, Block 1 Lot 20
19 S. Miller Street City of Newburgh, N.Y.

Tax Parcel Section 30, Block 1, Lot 19
21 S. Miller Street, City of Newburgh

Tax Parcel Section 30, Block 4 Lot 31
29 Lander Street City of Newburgh, N.Y.

Tax Parcel Section 30, Block 2 Lot 4
185 First Street City of Newburgh, N.Y. (f/k/a 177 First Street City of Newburgh, N.Y.)

Tax Parcel Section 30, Block 2 Lot 11
39 Johnston Street City of Newburgh, N.Y.

Tax Parcel Section 30, Block 2 Lot 3 (f/k/a 179 First Street City of Newburgh, N.Y.)
187 First Street City of Newburgh, N.Y.

Tax Parcel Section 30, Block 2 Lot 5
183 First Street City of Newburgh, N.Y. (f/k/a 175 First Street City of Newburgh, N.Y.)

Tax Parcel Section 30, Block 1 Lot 47
46 Dubois Street City of Newburgh, N.Y.

Tax Parcel Section 30, Block 1, Lot 48
48 Dubois Street City of Newburgh, N.Y.

Tax Parcel Section 30, Block 2, Lot 33
12 South Miller City of Newburgh, N.Y.

Tax Parcel Section 30, Block 1, Lot 38
20 Dubois Street City of Newburgh, N.Y.

Tax Parcel Section 29, Block 5, Lot 14
43 Dubois Street City of Newburgh, N.Y.

[SIGNATURE PAGE TO CANCELLATION OF RESTRICTIVE COVENANTS AND
AGREEMENTS]

WHEREFORE, the parties hereto have executed this agreement this day of ,
2017.

Name: Michael G. Ciaravino, City Manager
Per Resolution No. - 2017

STATE OF NEW YORK }
COUNTY OF ORANGE }

On the day of in the year 2017, before me, the undersigned, personally
appeared MICHAEL G. CIARAVINO, 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), 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

RECORD & RETURN TO:

Harris Beach PLLC
445 Hamilton Avenue
Suite 1206
White Plains, New York 10601
Attn: David Rothman, Esq.

RESOLUTION NO.: _____ - 2017

OF

JANUARY 23, 2017

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH, NEW YORK,
REQUESTING THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL
CONSERVATION AS CO-LEAD AGENCY REQUIRE SUBMISSION AND
IMPLEMENTATION OF AN ENHANCED PUBLIC PARTICIPATION PLAN UNDER
CP-29 PRIOR TO THE COMMENCEMENT OF SCOPING UNDER SEQRA
FOR THE CITY OF NEWBURGH AND ALL OTHER POTENTIAL ENVIRONMENTAL
JUSTICE AREA COMMUNITIES IDENTIFIED AS POTENTIALLY AFFECTED BY
THE PILGRIM PIPELINE PROJECT**

WHEREAS, by Resolution No. 27-2015 of February 9, 2015, the City of Newburgh unanimously objected and opposed the proposed Pilgrim Pipeline project; called upon the New York State Thruway Authority to reject use of its right-of-way for the purpose of transporting oil or gas by pipeline; and further called upon the New York State Department of Transportation to deny an exception to its Accommodation Plan for said purpose; and urged Governor Cuomo and the State Legislature to oppose construction of the Pilgrim Pipeline in New York State; and

WHEREAS, the Pilgrim Pipeline Project will be considered a State Environmental Quality Review Act (SEQRA) Type 1 action under 6 NYCRR Part 617; and

WHEREAS, the City of Newburgh is one of 29 municipalities in the State of New York identified as “Involved” agencies for purposes of SEQRA for the Pilgrim Pipeline Project, which gives the City of Newburgh the opportunity to outline impacts and gather information in the scoping process of the Pilgrim Pipeline Project; and,

WHEREAS, the dramatic increase in the amount of crude oil transported on the railroad that transects our City has the potential for a profound and detrimental effect upon our environment and the health and safety of our residents; and

WHEREAS, the addition of a crude oil pipeline through a portion of our City will only exacerbate the effects and risks; and

WHEREAS, within the City of Newburgh there is one potential Environmental Justice Area(s) according to the New York State Department of Environmental Conservation (“NYS DEC”) and beside the threat to the health and safety to all residents of the City of Newburgh, including the Environmental Justice areas there are two drinking water reservoirs whose watersheds are in direct proximity to the proposed Pilgrim Pipeline that supplies all residents in the Environmental Justice area and in the City of Newburgh with drinking water; and

WHEREAS, the NYS DEC's Environmental Justice ("EJ") Policy (Commissioner Policy-29) is designed to ensure that minority and low-income communities, like ours, play a meaningful role in NYS DEC's permit review processes and the NYS DEC's application of SEQRA as early as possible and CP-29 recognizes that our community has been disproportionately affected by adverse environmental impacts, identifies the City of Newburgh as a potential environmental justice area and also requires that any applicant for a major project must "submit a written public participation plan as part of its complete application"; and

WHEREAS, it is our intention to engage the citizens of the City of Newburgh, NY in the Pilgrim Pipeline's SEQRA scoping and review process; and

WHEREAS, in anticipation of the soon-to-begin SEQRA scoping process for Pilgrim Pipeline, it would appear that unless there is an enhanced public participation plan approved and in place before the release of the draft scope, it will be difficult to engender meaningful and timely EJ community engagement during the 60-day period between release of the draft and completion of the final scope; a key information gathering time, and waiting to implement a public participation plan during or after scoping will largely nullify the most effective aspiration of CP-29, which is to involve an EJ community as early as possible in the review process; and

WHEREAS, according to Commissioner Policy CP-29, to ensure meaningful and effective public participation, the policy requires applicants for permits covered by the policy to actively seek public participation throughout the permit review process and applicants, such as Pilgrim Pipeline, are encouraged to consider implementing the public participation plan components *prior to application submission*. (emphasis added); and

WHEREAS, according to Commissioner Policy CP-29, the public participation plan must, at a minimum, (1) identify stakeholders, including nearby residents, local elected officials, community-based organizations and community residents; (2) provide for distribution and posting of written information on the proposed action and permit review process; and (3) provide for public information meetings to keep the public informed about the proposed action and permit;

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Newburgh, New York requests the New York State Department of Environmental Conservation to postpone releasing the draft scope until Pilgrim Pipeline has implemented an approved public participation plan under Commissioner Policy CP-29 for the City of Newburgh and for all other EJ communities affected by Pilgrim Pipeline; and

BE IT FURTHER RESOLVED, that the City Clerk of the City of Newburgh, New York forward copies of this resolution to Basil Seggos, Commissioner New York State Department of Environmental Conservation, 625 Broadway, Albany, NY 12233-1750 and Bill Finch, Acting Executive Director New York State Thruway Authority, 200 Southern Boulevard, P.O. Box 189, Albany, NY 12201-189.



Geoffrey E. Chanin
Corporation Counsel

The City of Newburgh

Office of the Corporation Counsel

City Hall - 83 Broadway
Newburgh, New York 12550
Tel. (845) 569-7335
Fax. (845) 569-7338

File
Vendor #2246
Brian Arya Trust
Michelle Kelson
Assistant Corporation Counsel

MEMORANDUM

TO: Robert H. McKenna, Director of Planning & Development
Marie Gida, Tax Collector and Acting City Comptroller ✓
Steve Ruelke, City Assessor
Steven C. Hunter, Code Compliance Supervisor
Lorene Vitek, City Clerk
Diane McGraw, Secretary to Water Department Supervisor
Mimi Naclerio, Secretary to the Deputy Superintendent of Public Works

FROM: Geoffrey E. Chanin, Corporation Counsel

RE: The City of Newburgh with George Arya
Memorandum of Understanding ("MOU")/Lease of Parking Lot
15 and 21 Robinson Avenue

DATE: July 18, 2007

7/18/07
ms

Dear Colleagues:

Attached for your reference is a copy of the MOU by which the City is leasing Mr. Arya's parking lot. The City IDA previously leased this property from Mr. Arya. The IDA assigned the lease to the City, which is allowed by the terms of the lease and to which Mr. Arya has readily agreed.

Please note Clause 3 of the MOU, which provides on Page 3 that the City will pay Mr. Arya rent, and will also pay all charges for water, sewer, sanitation and all taxes of any sort.

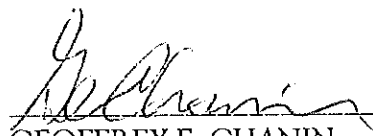
Mr. Arya has informed me that he does not need and does not wish to receive any bills for taxes or other charges. Therefore, in effect the involved City agencies should coordinate the billing and payment functions among themselves.

Mr. Arya has also recently informed me that he has not yet received any of the payments due to be paid under the MOU. Please note that these payments would include the rent and \$950.00 per month for each month from and including April 2006 through April 2007 (13

months.) The rent for the months of May, 2007 through December, 2007 and all of 2008 will be \$950.00 per month, and thereafter will increase as described in Clause 3 and as shown on the attached Payment Schedule.

I respectfully request the involved City agencies to coordinate their efforts so that the payments now in arrears and those to come are properly and promptly paid.

Please note that payments are to be made directly to the BRIAN ARYA TRUST in care of the depository bank, North Fork Bank, Broad Avenue, Ridgefield, New Jersey, Account No.: 4186016079. Should Finance require further information, the telephone number is (201) 941-3555.


GEOFFREY E. CHANIN

GEC/dt
Attachment

This MEMORANDUM OF UNDERSTANDING ("MOU") made the 14th day of May 2007, by and between THE BRIAN ARYA TRUST, a trust created and authorized under the law of the State of New York, a New York, in care of George Arya, having its principal place of business at the Econo Lodge-Carlstadt, 395 Washington Avenue, Carlstadt, New Jersey 07072, (hereinafter ("LESSOR,") the CITY OF NEWBURGH INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation organized and existing under the laws of the State of New York and having its principal office for the transaction of business at City Hall, 83 Broadway, Newburgh, New York 12550, (hereinafter "IDA,") and THE CITY OF NEWBURGH, a municipal corporation organized and existing under the laws of the State of New York and having its principal office for the transaction of business at City Hall, 83 Broadway, Newburgh, New York 12550, as Assignee (hereinafter "CITY.")

WITNESSETH:

WHEREAS, Lessor and IDA entered into a Lease dated the 1st day of July, 1989, later modified and extended by and between the parties, providing for the lease of a parking facility owned by Lessor and leased by IDA; and

WHEREAS, said Lease provided in part for the power of the assignment of same by IDA to City; and

WHEREAS, IDA and City now wish to provide for such assignment; and the parties wish to acknowledge the new City Courthouse Project (hereinafter "the Project") and the need of the City to provide parking in connection therewith, and the intention of the parties to provide the subject premises therefor;

NOW, it is hereby agreed and understood by and between the parties as follows:

1. Lessor agrees to lease to City a parcel of land situate, lying and being in the City of Newburgh and described more particularly on Schedule A attached hereto and made a part hereof. City will use said parcel as a parking lot; primarily for the provision of parking in connection with the Newburgh City Courthouse located at 294-306 Broadway in the City of Newburgh. City shall use such premises only for parking, and not for any other purpose.

2. City shall have the right to use and occupy such parking lot for a term of years commencing upon the signing of this MOU and continuing for a term of ten (10) years. As long as City shall remain in compliance with the terms and conditions of the agreement between the parties pertaining hereto, City shall have the right to renew this Lease and MOU for an additional ten (10) years following the expiration of the initial term. City shall notify Lessor in writing of its intent to renew prior to the expiration of the initial term hereof. This Lease and MOU and any extensions thereof may be terminated sooner as provided hereinbelow.

3. City shall pay rent to Lessor for City's use of the premises. Rent shall be paid monthly, on the first day of each month. Commencing with the first day of the first month after the execution of this MOU by the parties and for the remainder of the years 2007 and 2008, rent shall be Nine Hundred Fifty (\$ 950.00) Dollars per month as shown on the attached schedule. From January 1, 2009 and for the twenty-four (24) months of the years 2009 and 2010, monthly rent shall be One Thousand Four Hundred (\$1,400.00) Dollars per month. Monthly rent from January 1, 2011 will be One Thousand Four Hundred Seventy Five (\$1,475.00) Dollars for the twelve (12) month period of 2011. For each year thereafter for the remainder of the ten (10) year term, the monthly rent shall increase for such year by Seventy Five (\$75.00) Dollars per month for each such year, as shown on the attached schedule. If the tenant renews this lease after the

expiration of the first ten (10) year term for an additional ten (10) year term, monthly rent shall increase annually for each month of every such year of such renewal by One Hundred Fifty (\$150.00) Dollars, as shown on the attached schedule. In addition to said rent, City shall be responsible for all costs and charges for water, sewer, sanitation and taxes imposed by and for school district and any other taxing jurisdiction. City may request authorization from Lessor to have any and all such tax bills sent directly to City by any such taxing jurisdiction. Upon execution of this MOU by all parties and the receipt by CITY of a fully executed original, CITY shall pay to trust an amount equivalent to Nine Hundred Fifty (\$950.00) Dollars per month for each month commencing with and including April 2006 and terminating with the month preceding the month in which this MOU is finally executed by the parties. City shall thereafter pay Lessor Nine Hundred Fifty (\$950.00) Dollars per month for the balance of 2007. Such payments are not intended to be duplicative for any month.

4. City shall have the right to place and maintain such signs and other notices and indicators as are necessary and appropriate to control vehicular and pedestrian traffic and to properly direct persons seeking access to the court and nearby facilities.

5. City and its agents and assigns shall keep the premises in good order and repair; and shall remain responsible for snow removal, trash collection, and other routine maintenance; and shall pay for any utility costs in connection with City's use as described herein.

6. The parties agree that City is a self-insured municipal corporation. City, as Lessee, shall defend, indemnify and hold harmless Lessor from any actions, claims or damages arising out of City's use of the premises, except such as may arise from the actions or omissions of the Lessor.

7. City shall have the right to assign this Lease and MOU and/or sublet the premises to the IDA, the Local Development Corporation, or any agency or department of any government or municipality or public benefit corporation. City shall not have the right to assign or sublet to any other party not mentioned hereinabove unless the same is prior approved in writing by Lessor.

8. Should the City fail to perform any of its obligations imposed by the term of this Lease and MOU, the Lessor shall give thirty days written notice of such default prior to taking any other proceedings in regard to such default, and shall give City a reasonable opportunity to cure such default.

9. In the event that any notice is required to be given under this Lease and MOU, it shall be given in writing and in the case of a notice to the Lessor, be addressed to:

The Brian Arya Trust
c/o Mr. George Arya
Econo Lodge- Carlstadt
395 Washington Avenue
Carlstadt, New Jersey 07072

and in the case of the IDA, addressed to:

City of Newburgh Industrial Development Agency
c/o Robert H. McKenna
83 Broadway, City Hall
Newburgh, New York 12550

and in the case of the City, addressed to:

The City of Newburgh
City Manager Jean-Ann McGrane
83 Broadway, City Hall
Newburgh, New York 12550

w/a copy to: The City of Newburgh
 Corporation Counsel Geoffrey E. Chanin
 83 Broadway, City Hall
 Newburgh, New York 12550,

or to such other addresses for notices as from time-to-time either party shall give written notice of to the other.

Notices sent to such addresses shall be sufficient if mailed by certified mail, return receipt requested. The due mailing thereof shall be considered completed service.

10. City, upon paying the rent and performing the other terms, provisions and covenants of this Lease and MOU, shall and may at all times during the term of this Lease and MOU, peaceably and quietly have, hold and enjoy leased premises, free of molestation. Lessor warrants to the City that the demised property is owned by it in fee simple, free and clear of all liens, claims and restrictions and that it has the right and authority to enter into this Lease and MOU.

11. The covenants and agreements contained in this Lease and MOU inure to the benefit of and are binding upon the parties hereto, their successors and assigns, but this paragraph does not modify the provisions of Paragraph 7 in regard to assignment.

12. City may make any alterations and improvements to the premises consistent with the use of the premises as a parking lot, without the consent of the Lessor. The Lessor will cooperate with the City in making application for any necessary permits needed to make a parking lot or necessary alterations or improvements thereto.

13. The parties agree that the condition, care, maintenance, operation and other matters pertaining to said premises are and shall remain subject to all requirements and laws, rules

and regulations applicable thereto, including the requirements of the New York State Office of Court Administration.

14. The failure of either party to insist in any one or more instances upon a strict performance of any of the covenants herein, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment of that right or option for the future, but the same shall remain in full force and effect.

15. This Lease and MOU contains the entire agreement between the parties and any agreement made hereafter shall not operate to change, modify or discharge the Lease and MOU, in whole or in part, unless in writing and properly authorized and executed by the Lessor and City.

16. This Lease and MOU shall be governed by New York State Law.

IN WITNESS WHEREOF, the parties have executed this Lease and Memorandum of Understanding as of the day and year first above written.

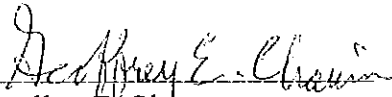
BRIAN ARYA TRUST

By:


GEORGE ARYA

APPROVED AS TO FORM

CITY OF NEWBURGH INDUSTRIAL
DEVELOPMENT AGENCY


Geoffrey E. Chanin
Corporation Counsel

By:


ROBERT H. McKENNA,
Administrative Director

THE CITY OF NEWBURGH


Name:
City Comptroller

By:


JEAN-ANN McGRANE, City Manager

PAYMENT SCHEDULE

Balance of 2007 and 2008	\$ 950.00 per month
2009 and 2010	\$1,400.00 per month
2011	\$1,475.00 per month
2012	\$1,550.00 per month
2013	\$1,625.00 per month
2014	\$1,700.00 per month
2015	\$1,775.00 per month
2016	\$1,850.00 per month

If extended for an additional ten (10) year term at City's option, the rent per month for the years 2017 - 2026 shall increase by One Hundred Fifty (\$150.00) Dollars for each month of each succeeding year.

Example	2017	\$2,000.00
	2018	\$2,150.00 etc.

RESOLUTION NO.: _____ - 2017

OF

JANUARY 23, 2017

**RESOLUTION SCHEDULING A PUBLIC HEARING FOR FEBRUARY 13, 2017
TO HEAR PUBLIC COMMENT CONCERNING AN ORDINANCE AMENDING
CHAPTER 240 ENTITLED “RENTAL PROPERTIES” ADDRESSING RENTAL
LICENSE INSPECTION REQUIREMENTS, AN ORDINANCE ADDING TENANT
RESPONSIBILITY AND AN ORDINANCE AMENDING CHAPTER 163 ENTITLED
“FEES” OF THE CODE OF THE CITY OF NEWBURGH**

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning an ordinance amending Chapter 240 Entitled “Rental Properties” addressing Rental License inspection requirements, an ordinance adding Tenant Responsibility and an ordinance amending Chapter 163 Entitled “Fees” of the Code of the City of Newburgh; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 13th day of February, 2017, in the 3rd Floor Council Chambers, 83 Broadway, City Hall, Newburgh, New York.

ORDINANCE NO.: ____- 2017

OF

_____, 2017

AN ORDINANCE AMENDING CHAPTER 240, ENTITLED “RENTAL PROPERTIES” OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH

BE IT ORDAINED, by the Council of the City of Newburgh, New York that Chapter 240, Rental Properties be and is hereby amended to read as follows:

SECTION 1. Article I. Rental License

§ 240-1. Findings and purpose.

The City Council has determined that there exists in the City of Newburgh a significant number of non-owner-occupied rental units. Non-owner occupants are less able to maintain daily oversight of their properties to ensure compliance with applicable laws, rules, and regulations. The City Council finds that the registration of rental properties is intended to and will ensure the protection of persons and property in all existing rental structures and on all premises required to be registered under this chapter. Further, the registration of rental properties will ensure that rental property owners adhere to applicable code provisions governing the use and maintenance of rental properties, including provisions limiting the maximum occupancy for which a rental property can be certified. It is the purpose of this chapter to protect the health, safety, and welfare of the residents of the City of Newburgh, as well as to protect the City's housing stock from deterioration by establishing a program for registering and identifying residential rental properties and for determining the responsibilities of owners of residential rental properties.

§ 240-2. Definitions.

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

AGENT – Any person who has charge, care, or control of a building, or part thereof, in which rental dwelling units or rooming units are let.

BUILDING – A combination of materials, whether portable or fixed, having a roof to form a structure affording shelter for persons, animals, or property.

DWELLING – A building used in whole or part for residential uses.

~~Strikethrough~~ denotes deletions

Underlining denotes additions

DWELLING UNIT – Any room or contiguous group of rooms within a building and forming a single, habitable living space for one family.

MUNICIPAL OFFICER – The Fire Chief, Director of the Code Compliance Bureau, and the Building Inspector or such official within that department as may be designated by the Director in writing.

OWNER – Any individual or individuals, partnership, or corporation or any similar type of 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. Each, any, and all such persons shall have a joint and severable obligation for compliance with the provisions of this chapter.

OWNER-OCCUPIED DWELLING – A dwelling occupied by an individual owner or by members of his or her family on a nonrental basis. For the purposes of this chapter, "owner-occupied" shall not include any building owned by a partnership, corporation, or any similar type of business organization, including but not limited to a mortgagee or vendee in possession, assignee of rents, receiver, executor, trustee, lessee, or agent.

RENTAL PROPERTY – All buildings that contain a dwelling unit or a rooming unit that is rented, leased, let, or hired out to be occupied for residential or mixed use (commercial-residential) and are not owner-occupied.

ROOMING UNIT – Any furnished room for rent within a building and forming a single sleeping space.

TENANT – A person in possession or control of a dwelling, dwelling unit or a rooming unit under a written lease or oral agreement for the payment of money.

§ 240-3. Rental License Process.

- A. Effective June 1, 2013, the owner of any rental property as defined herein shall, within 60 days of the effective date of this chapter or within 30 days after assuming ownership of the rental property, whichever is later; or within 10 days of receipt of notice by the municipality, submit a rental license application for such rental property with the municipal officer on forms provided for that purpose by the municipal officer along with any fees required by Chapter 163. Failure to receive notice by the municipality shall not constitute grounds for failing to register the property.
- B. Each rental property having a separate section block and lot number shall be registered separately.
- C. The license rental application shall include the information required under § 240-4, as well as any additional information that the municipal officer may reasonably require.
- D. It shall be unlawful for any owner to offer any unit for rent or to rent any dwelling unit or to allow any dwelling unit to be occupied without having first received a rental license

pursuant to this chapter as required herein within the time prescribed for such registration. Failure to receive notice of the rental license deadline will not excuse failure to receive a rental license for a rental property. It is the responsibility of the owner to fulfill the requirements of this chapter.

- E. No ~~application for an~~ initial rental license or a rental license renewal shall be issued until the municipal officer has ~~conducted an inspection as described in § 240-6 and~~ determined that the property is in compliance with the Code of the City of Newburgh, the New York State Uniform Fire Prevention and Building Code, the New York State Property Maintenance Code and any applicable fire prevention code. Such determination shall be based on an inspection as described in § 240-6, provided that if the owner does not consent to such inspection and no inspection has been performed pursuant to search warrant, the owner shall, in the alternative, submit a certification by a licensed professional engineer that the subject property is in compliance with said codes, in which case such certification shall be reviewed by the municipal official to determine compliance ~~all life, health, and safety violations or discrepancies have been corrected.~~
- F. If the rental 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.
- G. The rental license shall remain valid for one year from the date of issue. The owner shall be required to renew the rental license annually and shall pay a fee in the amount prescribed in Chapter 163.
- H. The municipal officer may establish for purposes of efficient administration that all rental licenses shall be renewed by a single date in each year. The municipal officer shall establish this date in which case the initial rental license fee shall be pro-rated for applications received less than 10 months prior to that date.
- I. The completed rental license application shall be deemed prima facie proof of the statements therein contained in any administrative enforcement proceeding or court proceeding instituted by the City against the owner or owners of the building.

§ 240-4. Rental License Application.

- A. A rental license application shall be made by the owner of rental units or the owner's legally constituted agent on a form approved and supplied by the City of Newburgh Office of Code Compliance. This form shall be known as a "rental property statement" and shall be signed by the owner under oath. The statement shall include:
 - 1. The name(s), residence and business addresses, e-mail addresses, telephone numbers, and birth date(s) of the principal officers if the applicant is an individual, partnership, or firm, or the names, residence and business addresses, e-mail addresses, telephone numbers, and birth dates of the principal officers if the applicant is an association or corporation. Where more than one natural person has an ownership interest, the required information shall be included for each owner.
 - 2. If the owner is not a natural person, the employer identification number of the owner.
 - 3. The name, street address, e-mail address, and telephone number of a natural person 21 years of age or older, designated by the owner or owners as the authorized agent

for receiving notices of code violations and for receiving process in any court proceeding or administrative enforcement proceeding on behalf of such owner or owners in connection with the enforcement of any applicable code. The agent for service of process must maintain offices or reside in the State of New York.

4. The name, street address, e-mail address, and telephone numbers of the firm or individual responsible for maintaining the property. The individual or a representative of the firm responsible for maintaining the property must maintain offices within 45 miles of the City and shall be available by telephone or in person on a 24-hour-per-day, seven-day-per-week basis.
 5. Name, address, and telephone number of vendee, if the dwelling is being sold through a contract for deed.
 6. A description of the premises, including street address, section block and lot, and type of building.
 7. Number of dwelling units within the dwelling.
 8. Description of procedure through which tenant inquiries and complaints are to be processed.
 9. Status of utility fees, property taxes, and other assessments on the dwelling and other rental real property in the city owned by the applicant.
 10. The number of tenants.
 11. If the owner does not consent to an inspection pursuant to § 240-6 and no inspection is performed pursuant to a search warrant, a certification by a licensed professional engineer that the property is in compliance.
 12. Any other information as requested by the City.
- B. The owner shall notify the municipal officer within 10 days of any change in the rental license information by filing an amended rental property statement on a form provided by the municipal officer for such purpose. Depending on the nature of changes, the City may require consent to a new property inspection. Notice of transfer of ownership shall be as described in § 240-8.

§ 240-5. License Fees; exemptions.

- A. License fees as set forth in Chapter 163 of this Code shall be due 90 days prior to the license expiration date; in the cases of a new unlicensed dwelling, a change in a previously filed rental license application, or a new license that is required due to a change in ownership as set forth in § 240-8 below, rental license fees shall be due at the time of application.
- B. Owner-occupied dwellings containing not more than two rental units are exempt from the filing fees set forth in Chapter 163 of this Code but still must submit a rental license application as described in § 240-3 and § 240-4 above.
- C. A delinquency penalty of 5% of the rental license fee for each day of operation without a valid rental license shall be charged operators of rental properties. Once issued, a rental license is nontransferable, and the rental licensee shall not be entitled to a refund of any license fee. Upon revocation or suspension, application withdrawal, an incomplete application or process, or application cancellation, the fee is nonrefundable.
- D. All inspection fees are set in Chapter 163. If the inspection is being performed as part of the rental licensing process, fees must be paid prior to the time of rental license issuance or renewal for the property.

- E. If any fee or any portion is not paid within 60 days after billing, the Comptroller may certify the unpaid cost against the property, and the unpaid cost shall be added to and collected with the subsequent City tax levy and shall bear interest and be enforced as provided by law for City taxes.
- F. All funds collected from rental license fees under this section shall be deposited in a dedicated trust fund to be used exclusively for municipal activities with respect to vacant and problem properties in the municipality, including but not limited to inspection, nuisance abatement, securing and boarding, maintaining property information systems, general code enforcement activities, and reasonable administrative and legal costs associated with any of the foregoing.

§ 240-6. Inspection.

- A. During regular business hours or in an emergency, the municipal officer or his representative or any duly authorized City representative, upon the showing of proper credentials and in the discharge of his duties, may enter any building or rental unit within a building upon consent of the owner or with a duly executed search warrant, to make an inspection to determine whether there is any violation of the Code of the City of Newburgh, the New York State Uniform Fire Prevention and Building Code, the New York State Property Maintenance Code or any applicable fire prevention code.
- B. At the request of the municipal officer, the Corporation Counsel is authorized to make application to the City Court of the City of Newburgh 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 this chapter. The municipal officer may seek a search warrant whenever the owner, managing agent, or occupant 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 the Code of the City of Newburgh, the New York State Uniform Fire Prevention and Building Code, the New York State Property Maintenance Code or any applicable fire prevention code ~~this chapter, the New York Uniformed Fire Prevention Building Code Act, or of any code of the City of Newburgh or any applicable fire code.~~
- C. The presence or existence of any of the following shall create a rebuttable presumption that a dwelling unit is rented:
 - 1. The property is occupied by someone other than the owner, and the owner of the property represents in writing or otherwise, to any person or establishment, business, institution or government agency, that he resides at an address other than the rental property.
 - 2. Persons living in the premises represent that they pay rent to the owner of the premises.
 - 3. Utilities, cable, phone or other services are in place or requested to be installed or used at the premises in the name of someone other than the record owner.
 - 4. Testimony by a witness that it is common knowledge in the community that a person other than the record owner resides in the premises.
 - 5. There is more than one mailbox at the premises.
 - 6. There is more than one gas meter at the premises.
 - 7. There is more than one utility meter at the premises.

8. There are separate entrances for segregated parts of the dwelling.
 9. There are partitions or internal doors which may serve to bar access between segregated portions of the dwelling, including but not limited to bedrooms.
 10. There exists a separate written or oral lease or rental arrangement, payment or agreement for portions of the dwelling among its owner(s) and/or occupants and/or persons in possession thereof.
 11. The inability of any occupant or person in possession thereof to have unimpeded and/or lawful access to all or part of the dwelling unit.
 12. Two or more kitchens each containing one or more of the following: a range, oven, hotplate, microwave or other similar device customarily used for cooking or preparation of food and/or a refrigerator.
- D. Nothing in this section, except for provisions containing emergency inspections, shall be deemed to authorize the municipal officer or representative to conduct an inspection of any premises subject to this chapter without the consent of the owner or without a warrant duly issued by an appropriate court.
- E. Nothing in this section shall prevent the entry into a building or dwelling unit by the municipal officer without the consent of the owner or a search warrant in response to an emergency.

§ 240-7. Conformance to Laws.

No rental license shall be issued or renewed unless the rental property and its premises conform to the Code of Ordinances of Newburgh and the laws of the State of New York.

§ 240-8. License not Transferable.

No rental license shall be transferable to another person or to another rental property. Every person holding a rental license shall give notice in writing to the municipal officer within ten (10) business days after having legally transferred or otherwise disposed of the legal control of any licensed rental property. Such notice shall include the name and address of the person succeeding to the ownership or control of such rental property.

§ 240-9. Required Postings.

- A. Every licensee of a rental property with more than four units shall conspicuously post the current rental license certificate in the main entryway or other conspicuous location. For rental properties of four or fewer units, the licensee must provide a copy of the rental license certificate to each tenant by attaching a copy to the tenant's copy of the executed lease agreement.
- B. The City's trash and refuse policies and procedures and alternate-side street parking regulations shall be conspicuously posted in the main entryway or other conspicuous location. For rental properties with only one dwelling unit or with no common entryway, the owner must provide a copy of these policies, procedures, and regulations with the tenant's copy of the executed lease agreement.

§ 240-10. Occupancy Register Required.

- A. Every owner of a licensed rental property shall keep, or cause to be kept, a current register of occupancy for each dwelling unit that provides the following information:
1. Dwelling unit address.
 2. Number of bedrooms in dwelling unit and the maximum number of occupants.
 3. 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.
 4. Dates renters occupied and vacated dwelling units.
 5. 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.
 6. A similar chronological list of all corrections made in response to such requests and complaints.
- B. Such register shall be made available for viewing or copying by the municipal officer at all reasonable times.
- C. The property owner may request a pre-rental inspection of a unit prior to placing tenants and obtain a certificate of compliance stating that the apartment is compliance with the Code of the City of Newburgh, the New York State Uniform Fire Prevention and Building Code, the New York State Property Maintenance Code or any applicable fire prevention code ~~applicable city and state property maintenance codes~~. The cost of this inspection shall be included with license fee.

§ 240-11. Rules and Regulations.

The municipal officer may issue rules and regulations for the administration of the provisions of this ordinance.

§ 240-12. Enforcement.

- A. The City of Newburgh shall have a choice of enforcing this chapter as provided in § 1-12 of the Code of Ordinances of the City of Newburgh by seeking civil penalties or by instituting a criminal proceeding or may choose to do both.
- B. A designated managing agent of an owner may be served with a notice of violation, order to remedy, 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 chapter may assert the defense of lack of notice or lack of in personam jurisdiction based solely upon the service of process on his designated agent.
- D. Any owner who fails to register a rental property under the provisions of this ordinance shall be deemed to consent to receive, by posting at the building, any and all notices of code violations and all process in an administrative proceeding brought to enforce code provisions concerning the building.
- E. The municipal official may revoke a rental license or approval issued under the provisions of this chapter upon application of the Corporation Counsel for any of the following reasons:
1. Any false statement or misrepresentation as to a material fact in the application, plans or specifications on which the building permit was based;

2. The rental license was issued in error and should not have been issued in accordance with applicable law;
 3. Failure to maintain the necessary requirements as outlined in this chapter, or occurrence of unlawful activities at or about the premises;
 4. Fighting or violent, tumultuous or threatening behavior by any occupant of the premises;
 5. Unreasonable noise from the premises on a regular basis;
 6. Repeated calls to the police for disturbances and/or disputes at the premises;
 7. Obstruction of vehicular or pedestrian traffic due to vehicles from or at the premises;
 8. Hazardous or physically offensive conditions created by an act of an occupant or owner of the premises; or
 9. Existing violations on the premises of the Code of the City of Newburgh, the New York State Uniform Fire Prevention and Building Code, the New York State Property Maintenance Code or any applicable fire prevention code.
- F. Such revocation shall take place after notice to the applicant and opportunity for the applicant to be heard by the municipal officer.
- G. No fees, as provided in Chapter 163, shall be refunded after the revocation of a rental license.

§ 240-13. Penalties for offenses.

- A. If the City of Newburgh chooses to enforce this chapter through a criminal proceeding, any person who violates or fails to comply with any provisions of this ordinance or of the rules and regulations issued hereunder or who violates or fails to comply with any order made thereunder shall be fined up to \$500 and/or 30 days in jail.
- B. The imposition of one penalty for any violation shall not excuse the violation or permit it to continue, and all such persons shall be required to correct or remedy such violations or defects. Each day that prohibited conditions exist shall constitute a separate offense and so subject the owner to an additional fine of up to \$500 and/or additional jail sentences of up to 30 days in jail.
- H. The application of the above penalty shall not be held to prevent the enforced removal of prohibited conditions.
- I. For purposes of this section, failure to file a rental property statement within 60 days of the effective date of this chapter or within 30 days after assuming ownership of the rental property, whichever is later, or within 10 days of receipt of notice by the municipality; failure to provide correct information on the rental property statement; and failure to comply with the provisions of §240-3, 4, 5, 9, and 10 of this Chapter or such matters as may be established by the rules and regulations of the municipal officer shall be deemed to be violations of this ordinance.

§ 240-14 Effective Date.

This ordinance shall become effective upon publication as provided by law.

§ 240-15 Severability.

If any of the provisions of this chapter shall be held invalid, the remainder shall remain valid and enforceable as provided by law.

SECTION 2. This ordinance shall take effect on _____, 2017.

DRAFT

ORDINANCE NO.: _____ - 2017

OF

_____, 2017

AN ORDINANCE AMENDING CHAPTER 240, ENTITLED “RENTAL PROPERTIES” OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH TO ENACT ARTICLE II ENTITLED “TENANT RESPONSIBILITIES”

BE IT ORDAINED, by the Council of the City of Newburgh, New York that Chapter 240, Rental Properties be and is hereby amended to enact Article II, Tenant Responsibilities to read as follows:

SECTION 1: Article II. Tenant Responsibility for Maintenance of Rental Property

§ 240-16. General requirements.

Tenants of rental property shall maintain the rented premises in conformance with the following standards. Tenants shall only be responsible for conditions that he or she actually caused.

§ 240-17. Common, public or 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 the Code of the City of Newburgh, the New York State Uniform Fire Prevention and Building Code, the New York State Property Maintenance Code and any applicable fire prevention code and in conformity with state air pollution control regulations.

§ 240-18. Buildings and structures.

- A. Floors, walls, including windows and doors, ceilings and other interior surfaces within the rental property shall be maintained in clean and sanitary condition in accordance with the Code of the City of Newburgh, the New York State Uniform Fire Prevention and Building Code, the New York State Property Maintenance Code so as not to attract insect, vermin and rodent harborage and infestation.
- B. Extension cords. Electrical extension cords shall be used only in conformance with the Code of the City of Newburgh, the New York State Uniform Fire Prevention and Building Code, the New York State Property Maintenance Code. 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 and shall not permit third parties who are not licensed electricians to do such electrical work. Tampering with any electrical wiring in any way is prohibited.
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, rooming unit, dwelling unit, 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 dwelling unit or rooming unit, 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.

§ 240-19. Infestation and harborages.

Grounds, buildings and structures shall be maintained free of insect, vermin and rodent harborage and infestation. The accumulation and/or storage of materials that may provide harborage or serve as food for rodents or other vermin in a site accessible to such rodents or vermin is prohibited.

§ 240-20. 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 property. Storage containers within rental property 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 building or in a garage area and shall comply with the waste collection regulations as prescribed by Chapter 183 of the City Code of Ordinances.

- D. Tenants shall not store or leave interior furniture outdoors except for disposal in accordance with Chapter 183 of the City Code of Ordinances and applicable rules and regulations of the Department of Public Works.

§ 240-21. 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 common, shared and/or open areas of premises.

§ 240-22. Domestic animals and pets.

Domestic animals and pets shall be kept in an appropriate manner in accordance with Chapter 150 of the City Code of Ordinances. Any tenant having ownership, custody or control of a dog or other domesticated companion or working animal shall be responsible for promptly picking up, collecting and disposing of any and all waste products of such animal in a sanitary manner.

§ 240-23. 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. Tenants shall not remove batteries in smoke detectors or carbon monoxide detectors located in a rental property.
- C. It shall be the duty of the tenant(s) of any rental property to keep and maintain such detectors located within their dwelling unit, or sleeping room, in good repair and operable condition and to notify the property owner 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. Tampering with sprinkler systems in any way and hanging items from sprinkler systems and sprinkler equipment is prohibited.

§ 240-24. 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 property owners 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 property owners 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. Tampering with exit lights and exit signs is prohibited. If exit lights are out or malfunctioning, the property owner must be notified.

§ 240-25. Violations and enforcement.

- A. Whenever the municipal officer finds that there has been a violation of these standards, the municipal officer shall issue a notice of violation to the person or persons responsible. The order shall:
 - 1. Be in writing.
 - 2. Identify the premises.~~(3)~~
 - 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 in accordance with Chapter 126 and Chapter 226 of the City Code of Ordinances.
- 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 municipal 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 in accordance with Chapter 126 and Chapter 226 of the City Code of Ordinances.

§ 240-26. 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 a term of imprisonment not to exceed 15 days or both. Each day that a violation continues shall be deemed a separate offense and so subject the occupant to an additional penalty as provided above.

§ 240-27. 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.

SECTION 2. This ordinance shall take effect on _____, 2017.

ORDINANCE NO.: _____ - 2017

OF

_____, 2017

**AN ORDINANCE AMENDING CHAPTER 163 ENTITLED “FEES”
OF THE CODE OF THE CITY OF NEWBURGH**

BE IT ORDAINED by the City Council of the City of Newburgh that:

Section 1. Chapter 163 entitled “Fees” of the Code of the City of Newburgh be and hereby is amended as follows:

Code Section	Type of Fee	Amount
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Chapter 240, Rental Properties

§ 240-3	Rental License Application and Renewal
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A non-refundable annual permit application fee shall be paid, upon filing an application for a rental license or for a renewal rental license in accordance with the following schedule of rental dwelling units per structure:

Type of Dwelling	Fee
One dwelling unit	\$150.00
Two dwelling units	\$250.00
Three dwelling units	\$350.00
Four dwelling units	\$450.00
Five to ten dwelling units	\$750.00
11 to 50 dwelling units	\$1,500.00
51 to 100 dwelling units	\$2,000.00
101 to 200 dwelling units	\$2,500.00
Over 200 dwelling units	\$5,000.00

Number of Dwelling Units	Fee per unit
<u>1 to 2 dwelling units</u>	<u>\$95.00 per unit</u>
<u>3 to 5 dwelling units</u>	<u>\$80.00 per unit</u>
<u>6 to 9 dwelling units</u>	<u>\$66.50 per unit</u>
<u>10 to 11 dwelling units</u>	<u>\$62.00 per unit</u>
<u>12 to 14 dwelling units</u>	<u>\$55.00 per unit</u>
<u>15 to 20 dwelling units</u>	<u>\$50.00 per unit</u>
<u>21 or more dwelling units</u>	<u>\$39.50 per unit</u>

Underlining denotes additions

~~Strikethrough~~ denotes deletions

Section 2. This ordinance shall take effect on _____, 2017.

DRAFT

Underlining denotes additions
~~Strikethrough~~ denotes deletions

RESOLUTION NO.: _____-2017

OF

JANUARY 23, 2017

**A RESOLUTION AMENDING RESOLUTION 306-2016 TO CLARIFY THE SALARY OF
THE DEPUTY POLICE CHIEF IN THE 2017 PERSONNEL ANALYSIS BOOK**

WHEREAS, by Resolution No. 306-2016 of November 14, 2016, the City Council of the City of Newburgh amended Resolution No. 274-2016 of October 14, 2016 and the Personnel Analysis Book for 2016 to add a full-time Deputy Police Chief position in the Police Department at Grade 8, Step 6 for the period October 15, 2016 to December 31, 2016; and

WHEREAS, it is necessary to clarify the salary for the position of full-time Deputy Police Chief in the Police Department at Grade 8 Step 6 in the 2017 Personnel Analysis Book; and

WHEREAS, the City Council has determined that the a full-time Deputy Police Chief position in the Police Department will promote continuity in leadership and efficiency within the Department; the same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that Resolution No. 274-2016 of October 14, 2016 and Resolution No. 306-2016 of November 14, 2016 and the Personnel Analysis Book for 2017 be and are hereby amended to continue to fund a full-time Deputy Police Chief position in the Police Department at Grade 8, Step 6 until a full-time Police Chief is appointed.

AGREEMENT OF LEASE

THIS AGREEMENT OF LEASE ("Lease"), made as of this 13 day of January, 2017, by and between RBG of Newburgh LLC, a limited liability company, having an address of 150 E 52nd 10th FL NY New York 10028, ("Landlord"), and the City of Newburgh, a New York municipal corporation with principal offices at 83 Broadway, City Hall, Newburgh, New York 12550 ("Tenant").

WITNESSETH:

WHEREAS, the Landlord and Tenant are parties to a First Amended Agreement of Lease dated April 21, 2010 and extended to January 31, 2017, and

WHEREAS, the Landlord owns in fee simple certain vacant real property situated along the west bank of the Hudson River and comprised of portions of two contiguous parcels of land (commonly known, respectively, Tax Map Nos.: Section 31, Block 5, Lot 13.2 and; Section 31, Block 5, Lot 14) with an aggregate of approximately 3.65 acres, in the City of Newburgh, in the County of Orange and State of New York, as more particularly described in Schedule A annexed hereto and made a part hereof known as and referred to herein as "Premises"; and

WHEREAS, Landlord and Tenant desire to continue a lease of the Premises for use in connection with parking to be used for ferry service between the City of Newburgh and Beacon and uses associated therewith and Landlord desires to lease to Tenant the Premises therefor;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. LANDLORD'S AUTHORITY, PREMISES, TERM

1.1 Landlord's Authority: Landlord is the sole owner in fee simple of the piece, parcel or tract of land lying and being in the City of Newburgh in the County of Orange and State of New York, more particularly described in Schedule A annexed hereto (the "Land"), upon which, in the locations outlined in red on Schedule A annexed hereto, a ferry landing and a parking area have been constructed. Landlord represents and warrants that it has full right and authority to lease the Premises (as hereinafter defined) to Tenant and to otherwise enter into this Lease on the terms and conditions set forth herein.

1.2 Premises: Landlord hereby does lease and devise to the Tenant, and the Tenant hereby does take and hire from Landlord those certain premises containing approximately 3.65 acres of land and improvements thereon, as more fully delineated on Schedule A annexed hereto (the "Premises"), for the purpose of providing two hundred and fifty (250)

parking spaces for commuters using the Ferry to the Beacon Train Station, TOGETHER WITH all facilities which serve the Premises and with all and singular appurtenances, rights, including, without limitation, riparian rights appurtenant to the operation of ferry service, including a barge, landing and other necessary facilities (the "Facilities"), and as described herein and in other agreements between and among the parties; including such other uses granted to Tenant hereunder, privileges and easements in or anywise pertaining thereto including but not limited to, the right to use in common with Landlord and Landlord's tenants, such driveways, entranceways, stairways and such other similar or related facilities as may exist in and about the Premises, upon the covenants, conditions, limitations and agreements herein contained.

1.3 Term: The initial term of this Lease (the "Initial Term") shall commence on February 1, 2017 and terminate on December 31, 2018 ("Expiration Date") (such Initial Term and any renewal thereof is hereinafter referred to as the "Term") The Term is further subject to renewal ("Renewal Term") or termination at Tenant's option as further set forth herein.

1.4 Access: Commencing on the date hereof and thereafter throughout the Term and Renewal Term, if any, Tenant shall be permitted upon the Premises to prosecute any improvements work by Tenant, its employees, contractors, agents and assignees, provided that the same does not adversely interfere with the use of the Premises. Landlord shall permit Tenant to bring and store at the Premises all equipment, supplies, and other property required or appropriate to prepare the Premises for Tenant's use and occupancy. If Tenant or its contractors enter upon the Premises as provided herein, then, Tenant shall provide or cause to be provided appropriate insurance naming Landlord as an additional insured. In addition, the parties each agree to defend and indemnify the other from all claims, actions and damages arising from their own errors, acts, omissions and/or negligence. Tenant agrees to be responsible, directly or contractually with others, for the provision of Workers Compensation and for all other necessary and appropriate insurance coverage for its own employees, contractors and sub-contractors.

2. RENT

The rent under this Lease ("Rent") shall be payable as follows: Rent payable monthly in advance in equal monthly installments of Twenty-One Thousand Two Hundred Seventy-Eight (\$21,278.00) Dollars each provided however that Tenant shall have the right to terminate this lease if the Tenant has not received reimbursement from state sources, including but not limited to the Metropolitan Transportation Authority, Metro-North Railroad and/or The New York State Department of Transportation, of the full amount of the rent, and in no event shall Tenant's obligation to pay rent to Landlord exceed Tenant's reimbursement from other sources.

3. TENANTS RIGHT TO TERMINATE LEASE

Tenant shall have the right to notify Landlord, in writing, of Tenant's cancellation of this Lease. Such notice of cancellation delivered to Landlord shall take effect ninety (90) days following Landlord's receipt of same.

In addition to the foregoing, at any time during this Lease, Tenant shall have the right to terminate this Lease immediately and with no further liability to Landlord thereupon upon the happening of the following: the occurrence of an accident or Act of Providence ("force majeure"), which has the effect of terminating or suspending for a significant extended period of time, the operation of the Ferry service which is the subject hereof, or has as its consequence the immediate termination of Federal and/or State funding therefor, it being expressly understood that the Tenant's source of funding for payment of the Rent is from State and/or Federal funding sources. It is further understood and agreed that Tenant shall have no obligation for rent payments in the event reimbursement from such State and/or Federal funding sources is terminated.

4. REAL ESTATE TAXES

For the purposes of this Lease, "Real Estate Taxes" shall mean all real estate taxes and assessments, special or otherwise, levied or assessed upon the Property, the Land or the improvements thereon, including without limitation any tax, assessment, charge or fee imposed in substitution for real estate taxes, any income or franchise tax or tax on rents in substitution for real estate taxes, and any increase in taxes attributable to special or non-standard fixtures, improvements or appurtenances installed at the Premises or at any portion of the Property, all of which taxes, assessments, charges or fees shall be deemed to constitute Real Estate Taxes hereunder. Landlord shall be responsible to pay all Real Estate Taxes and other taxes and assessments in the nature of real estate taxes (including any assessment for public betterments or improvements and any taxes levied or imposed upon or against the receipt of income or rent and any other tax imposed as a substitute in whole or in part for a real estate tax or assessment) which may be levied, assessed or imposed upon the Premises or the Property and any improvements thereon. The Tenant shall have no responsibility for any such Real Estate Taxes, taxes, or assessments, or other such charges, or for any expense, including payments to attorneys, experts and/or appraisers, paid or incurred by the Landlord in connection with contesting the assessed valuation of the Premises or any part of any real property of which the Premises are a part or with any application, proceeding, or settlement to obtain a reduction in real estate taxes for the Premises or any part of any real property of which the Premises are a part. Tenant shall not be entitled to any refund of real estate taxes or other taxes and assessments in the nature of real estate taxes which have been paid by Landlord and for which Landlord becomes entitled to a full or partial refund.

5. MUTUAL RENEWAL OPTIONS

No later than six (6) months prior to the expiration of the Term, unless the Lease is sooner terminated, each party shall have the right to notify the other of its intention to terminate this Lease, or to seek a renewal thereof.

6. LANDLORD'S OBLIGATIONS TO COMPLY

Landlord, at its sole cost and expense, has obtained and complied with all environmental reviews, permits, permanent certificates of occupancy, and all other approvals from all governmental or quasi-governmental entities having jurisdiction and from all other entities from whom the same must be obtained (collectively, "Consents") necessary for Tenant's legal occupancy of the Premises as a parking area for the ferry service, and has obtained lien waivers ("Lien Waivers") from any and all general contractors, construction managers, subcontractors, materialmen, architects, engineers, and others engaged by or through Landlord for the construction and installation of improvements at the Premises. Except as provided in Section 7, Landlord shall not be responsible for any permits, reviews, or consents required by any other government or quasi-governmental authorities including, but not limited to, NYS DEC, U.S. Corps of Engineers, U.S. EPA, related to the operation of the Ferry or its docking and landing facilities.

7. LANDLORD'S IMPROVEMENTS

7.1 Landlord shall have the right to redevelop the Premises as part of a larger redevelopment plan. Landlord, at its sole cost and expense, shall redevelop the Premises in compliance with all applicable laws, rules and regulations. Landlord shall obtain and comply with all environmental reviews, permits, permanent certificates of occupancy, and all other approvals from all governmental or quasi-governmental entities having jurisdiction and from all other entities from whom the same must be obtained necessary for Landlord's redevelopment project which includes the Premises. Landlord covenants and warrants that the redevelopment of the Premises will not interfere with or impede Tenant's Intended Use as a parking area for the ferry service. Landlord shall be permitted to engage general contractors, construction managers, subcontractors, materialmen, architects and engineers for the construction and installation of improvements at the Premises. Landlord shall be responsible for any permits, reviews, or consents required by any other government or quasi-governmental authorities including, but not limited to, the City of Newburgh NYS DEC, U.S. Corps of Engineers, U.S. EPA, related to the redevelopment of the Premises. Landlord shall have the right to relocate the Facilities and fixtures located on the Premises during construction operations upon providing written notice to Tenant, MTA/Metro-North and the Ferry operator two weeks in advance of such relocation. Landlord shall obtain all permits, reviews, or consents required by any other government or quasi-governmental authorities including, but not limited to, NYS DEC, U.S. Corps of Engineers, U.S. EPA, necessary to relocate the facilities and fixtures.

Landlord's relocation of the Facilities and fixtures shall not disrupt the operation of the Ferry or its docking and landing facilities.

7.2 RESERVED

8. LANDLORD'S INSURANCE

8.1 Upon the commencement of this Lease, Landlord shall name Tenant as an additional insured on Landlord's policy of insurance covering damage to the Premises, which coverage shall remain fully in effect during the life of this Lease. Landlord shall provide Tenant with the appropriate certificate of insurance naming Tenant as additional insured. The parties further understand and agree that standard maintenance during ferry operations including, but not limited to, trash removal, snow removal, repairs and upkeep shall be the responsibility of the Ferry operator. Such operator shall also be responsible for any and all costs associated with the negligence or failure of the operator to properly perform such maintenance during ferry operations.

9. USE

The Tenant shall have the right to use and occupy the Premises by itself, and/or by having a third party or parties use, occupy and operate the Premises, pursuant to an assignment or sublease or agency agreement or other contract, as a site for a parking lot, dock and facility for a cross-Hudson River ferry project, as may be permitted by law (the "Intended Use"). The Landlord warrants and represents that the Premises may lawfully be used for the Intended Use for the Term and the Renewal Term, if any. Landlord covenants that it will do no act or thing, with respect to the Premises or otherwise, which will adversely affect ingress into or egress from the Premises or the Tenant's ability to use the Premises for the Intended Use. Landlord shall indemnify and defend Tenant against any cost, liability, or expense arising from, through or in connection with use of the right of way by third parties any other tenant of landlord or anyone permitted by Landlord to use the same. Landlord warrants and represents that such grant of right of ingress and egress shall not adversely affect or interfere with Tenant's use and enjoyment of the Premises and shall expend in good faith its best efforts to remedy any such interference as may occur. The parties agree that they will cooperate to secure such insurance and indemnification as may be provided for either or both of them by the New York State Department of Transportation, Metro-North Commuter Railroad or both, or either of them. Landlord shall have no duty or authority to monitor, control, or regulate the parking spaces provided for ferry commuters during ferry commuting hours. Specifically, and not in limitation of the foregoing, the Landlord shall not be permitted to use or permit any portion of the Premises to be used by the general public for commercial purposes, such as the holding of flea markets, meetings or gatherings, food or social events, or the display, sale or storage of goods, vehicles or other items, without Tenant's prior express written approval thereof, during ferry commuting hours which has the effect of interfering or preventing parking use by ferry users. Tenant shall have the obligation to enforce parking for ferry riders only during ferry-

commuting hours. In the event the lot is being used for non-ferry rider use, landlord reserves the right to establish and enforce parking restrictions non-ferry rider use during non-commuting hours.

10. LEGAL REQUIREMENTS

10.1 Tenant's Obligations with Respect to Legal Requirements: Tenant at its sole cost and expense shall comply with all applicable laws, orders and regulations of federal, state, county and municipal authorities, and with any direction of any public officer or officers, pursuant to law ("Legal Requirements") which duty to comply arises from Tenant's Intended Use of the Premises, (other than the duty to make any structural repair to or alteration of the Premises); the Tenant shall not do or permit to be done any act or thing upon the Premises, which will invalidate or be in conflict with fire or other insurance policies ("Insurance Requirements") covering the Premises and fixtures and property therein. Landlord represents, warrants, and covenants that the zoning for the area in which the Premises is located permits the use of the Premises for the intended use, (i) that the improvements constructed by Landlord at the Premises are constructed in accordance with applicable legal requirements for the Landlord's Use and the Intended Use, (ii) that a permanent or final certificate of occupancy has been or will be issued by appropriate authorities allowing use of the Premises for the Intended Use if necessary. Landlord shall not permit or suffer the certificate of occupancy for the Premises to be amended or revoked during the Term to prohibit or interfere with the Intended Use. Landlord further represents, warrants, and covenants that there is no easement, covenant or other encumbrance upon or affecting the Property or any portion thereof which will prevent, restrict or in any way limit the Tenant's ability to use the Premises for the Intended Use and that Landlord has no notice of any violation affecting the Premises or knowledge of any condition at the Premises which but for the passage of time would be in violation.

11. ASSIGNMENT, MORTGAGE OR ENCUMBRANCE

11.1 Assignment; Sublet: Except as provided herein, the Landlord may not assign, underlet, mortgage or encumber this Lease without the prior written consent of the Tenant which shall not be unreasonably withheld, delayed or conditioned. Notwithstanding anything herein to the contrary, the Tenant shall have the absolute right upon notice to the Landlord to assign any and all of its rights and obligations hereunder to or any governmental or quasi-governmental entity of the State of New York or of the United States or ferry operator and/or parking operator.

11.2 Subordination; Quiet Enjoyment: This Lease shall be subordinate to all present and future mortgages which affect the Premises, including renewals, consolidations, replacements and extensions thereof for which Tenant has received non-disturbance agreements in form and substance reasonably satisfactory to Tenant. The Landlord hereby represents and warrants to the Tenant that the only mortgages, ground leases or other superior interests (the "Superior Interests") which will affect the Premises are those listed

on Schedule C. Notwithstanding such subordination, the Tenant's right to quiet possession of the Premises shall not be disturbed if the Tenant is not in material monetary default hereunder beyond any applicable notice and cure periods, unless this Lease is otherwise terminated pursuant to its terms.

12. ESTOPPEL CERTIFICATE

Upon reasonable prior written request by either party to this Lease, the other party shall promptly execute, acknowledge and deliver to the requesting party a statement certifying, to the certifying party's knowledge, that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified and setting forth such modifications), stating, to that party's knowledge, the dates to which rent has been paid, whether the requesting party is in default and, if so, specifying such default.

13. NON-LIABILITY FOR THE TENANT'S WORK

Landlord shall not be liable to pay for, and the Tenant shall hold the Landlord free and harmless from any obligation to pay for, any work, labor or services rendered or materials furnished or claimed to be furnished, to or for the account of the Tenant upon or in connection with any construction and improvement of the Premises by the Tenant, and no mechanic's or architect's lien in form of a mechanic's lien filed by any contractor, subcontractor or architect for work, labor and services performed and/or materials furnished to or for the account of the Tenant shall in any instance be attached to or affect the Premises or any alterations, repairs or improvements to be made thereon, and, if any such lien or liens shall be filed, the Tenant shall within thirty (30) days after the receipt of notice thereof pay or bond such mechanic's lien or otherwise cause the same to be discharged. This Clause 14 shall in no event be interpreted or construed to mean or intend that Tenant shall in any manner be liable to Landlord for any liability, lien or encumbrance of any kind which shall result from any act, omission or decision of the New York State Department of Transportation or Metro-North Commuter Railroad.

14. ASSIGNMENT FOR THE BENEFIT OF CREDITORS; BANKRUPTCY

14.1 To the fullest extent permitted by law, if at any time after the Commencement Date there shall be filed by or against the Landlord in any court a petition for the appointment of a receiver of all or a portion of the Landlord's Property, or if the Landlord makes an assignment for the benefit of creditors, or petitions for or enters into an agreement or arrangement for the disposition of the Property, at Tenant's option without waiver of any right or remedy Tenant may have at law, at equity or otherwise, this Lease shall terminate on the date specified in a notice by Tenant of its exercise of its right to terminate or this Lease shall remain in full force and effect, and neither the Landlord nor any person claiming through or under the Landlord or by virtue of any statute or of an order of any

court shall be entitled to possession of the Premises or other use, right or entitlement thereto or part thereof.

14.2 Bankruptcy: Should a petition for bankruptcy be filed by or against either party pursuant to Title 11 USC or its successor statute, such party shall comply with all requirements as set forth in 11 USC §365 or any successor statute regarding the assumption, assignment or rejection of this Lease. Such party shall either cure all defaults, compensate actual losses, give adequate assurance of future performance and fulfill all obligations pursuant to 11 USC §365 (b)(1) or other applicable law and assume the obligation; or shall reject this Lease as provided by the Bankruptcy Code. No sale or assignment of the Premises shall be permitted without the written consent of the other party or without compliance with the assumption and assignment provisions under the Bankruptcy Code pursuant to 11 USC §365 or its successor statute. If a petition in Bankruptcy has been filed, the applicable sections of Bankruptcy Law regarding assignment shall govern.

14.3 Nothing contained in this Lease shall limit or prejudice the right of either party thereto to prove for and obtain, in proceedings for the termination of this Lease by reason of bankruptcy or insolvency, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceeding in which, the damages are to be proved.

15. DEFAULT

15.1 Default by Tenant: The occurrence of any of the following at any time during the Term shall constitute an Event of Default:

15.1.1 If Tenant shall fail to pay any installment of Rent, as and when the same becomes due and payable, and such failure shall continue for a period of sixty (60) days after Tenant's receipt of written notice thereof from Landlord referring to this Section 15, specifying such failure and requiring that it be remedied, except during any tolling period as set forth in Section 2 herein.

15.1.2 If Tenant shall fail to perform or comply with any material term of this Lease (other than a failure referred to in (i) above), and such failure shall continue for a period of ninety (90) days after Tenant's receipt of written notice thereof by Landlord referring to this Section 15 specifying such failure and requiring it to be remedied, provided however, that in case such failure cannot be completely cured or remedied within said ninety (90) day period, if Tenant commences to remedy such failure within such ninety (90) day period, and thereafter prosecutes with reasonable diligence and in good faith, then the period of time after the receipt of such notice by Tenant within which such failure may be remedied shall be extended so long as tenant prosecutes the remedying of such failure with reasonable diligence.

15.2 Default by Landlord: If (i) Landlord shall default in the observance or performance of any obligation on Landlord's part to be observed or performed under or by virtue of any of the material terms or provisions of this Lease and/or such requirements as may be set forth in any agreements between Landlord and New York State Department of Transportation and Metro-North Commuter Railroad, the Operator and/or any other party involved in the operation of the Project and/or the Ferry); and (ii) Tenant shall notify Landlord of the existence of such default referring in such notice to this Section 15.2 , and (iii) said default shall continue for a period of ninety (90) days after said notice, or, if such observance or performance within such ninety (90) day period cannot be reasonably had within such ninety (90) day period, Landlord has not in good faith commenced such observance or performance within said ninety (90) day period or does not prosecute the same with reasonable diligence to completion, then Tenant may (but shall not be obligated) immediately or at any time thereafter without further notice perform the obligation of Landlord hereunder, and if any obligations for payment of money (including, but not limited to, reasonable attorneys' fees and disbursements) such sum so paid or incurred shall be repaid by Landlord to Tenant within thirty (30) days after demand or Tenant may set off the amount thereof against the installment or installments of Rent coming due hereunder. Following the occurrence of any Event of Default by Landlord, Tenant may terminate this Lease and surrender the Premises without any liability therefor, whereupon the Lease shall be of no further force and effect.

16. LANDLORD'S REMEDIES

16.1 If this Lease is terminated and if Landlord shall re-enter the Premises, or in the event of termination of this Lease, and of re-entry, by or under any proceeding or action or any provision of law, or by reason of any Event of Default hereunder on the part of Tenant, or in the event of termination by the State or under State law, rule or decision, Tenant covenants and agrees that: (a) the Rent shall become due thereupon and be paid up to the time of such termination; and (b) the Landlord may re-let the Premises or any part or parts thereof, either in the name of the Landlord or otherwise, for a term or terms which may at the Landlord's option be less than or exceed the period which would otherwise have constituted the balance of the term of this Lease.

16.2 Notwithstanding the foregoing, a pre-condition to the serving of any notice to terminate on account of an Event of Default by Tenant or by any involved State agency or private company, is that Landlord shall first have sent any and all notices concerning that default or violation to all parties entitled to notice hereunder, including Tenant, and such party or parties shall have a reasonable opportunity to cure such default.

17. TERMINATION PROCEDURES

17.1 End of Term or Renewal Term, if any: Except as otherwise provided herein, upon the expiration or earlier termination of the term of this Lease, the Tenant shall quit and surrender to the Landlord the Premises in good order and condition, ordinary wear

excepted, and the Tenant shall remove all of its property from the Premises. The Tenant's obligation to observe or perform this covenant shall survive the expiration or earlier termination of the term of this Lease. Other than the removal of such of the Tenant's personal property, the Tenant shall have no obligation whatsoever to remove any property or restore the Premises in any manner whatsoever, it being the parties' intention that the Tenant will, except as otherwise set forth in this Section 17.1, leave the Premises "as is" at the Expiration Date. Tenant shall not be liable to Landlord to perform any service or provide money or thing of value to Landlord on behalf of any other State or government agency or any private party, except as provided herein in Paragraph 3.

17.2 Holdover upon Consent: In the event Tenant remains in possession of the Premises after the expiration of the Term or the Renewal Term, if any, Tenant shall be deemed to be a tenant from month to month under all of the same terms and conditions, except as to the duration of the Term. Either party may terminate such tenancy by delivering to the other at least thirty (30) days prior written notice of its intent to terminate.

18. QUIET ENJOYMENT

18.1 Quiet Enjoyment: The Landlord covenants and agrees that the Tenant, so long as it shall not be in default hereunder beyond the expiration of any applicable grace or notice period, shall and may peacefully and quietly have, hold and enjoy the Premises, subject to the other terms and conditions hereof.

19. NO WAIVER

19.1 Surrender: At the expiration of the Term, Tenant agrees to quit and surrender possession of the Premises to Landlord in as good condition as when delivered by Landlord, excepting reasonable wear and tear and except as provided in this Section 19.1.

19.2 No Waiver: The failure of Landlord or Tenant, as the case may be, to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Lease shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of any original violation. The receipt by the Landlord of Rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach. The payment by Tenant of Rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach. No provision of this Lease shall be deemed to have been waived by either party hereto, unless such waiver be in writing signed by such party. No payment by the Tenant or receipt by the Landlord of a lesser amount than the monthly rent due hereunder shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and the Landlord may accept such check or payment without prejudice to the Landlord's right to recover the balance of such rent or pursue any

other remedy in this Lease, except as may be expressly provided herein. This Lease contains the entire agreement between the parties, and any executory agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of it in whole or in part unless such executory agreement is in writing and signed by the party against whom endorsement of the change, modification, discharge or abandonment is sought.

20. WAIVER OF TRIAL BY JURY AND NON-BINDING ARBITRATION

Landlord and Tenant shall and hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use and occupancy of the Premises, and any equitable, statutory or other remedy. The parties agree that in the first instance any dispute which arises hereunder shall be referred to a process of non-binding arbitration or other acceptable form of alternative dispute resolution.

21. NOTICES

Notices: Except as otherwise in this Lease provided, a bill, statement, notice or communication which the Landlord or the Tenant may desire, or be required, to give to the other, shall be deemed sufficiently given or rendered if, in writing, delivered to that party personally or addressed to, or sent by certified mail or nationally recognized overnight courier service addressed to, the addressees listed below at the addresses listed below and to any other addressees as either party hereto shall designate by written notice to the other in accordance herewith, and the time of the delivery of such bill or statement and notices shall be deemed given when mailed, except for any notice of default, which shall be deemed given when received. Any notice to Landlord must be served by certified mail or nationally recognized overnight courier service, addressed to the Landlord at the Landlord's address as set forth in the caption hereof or at any such other address as the Landlord shall designate by written notice to the Tenant in accordance herewith.

If to Landlord at the address set forth above, with a copy to:

If to Tenant, then to:

City Manager
The City of Newburgh
83 Broadway, City Hall
Newburgh, New York 12550

with a copy to:

Corporation Counsel
The City of Newburgh
83 Broadway, City Hall
Newburgh, New York 12550

with a copy to:

MTA Metro-North Commuter Railroad Company
347 Madison Avenue
New York, New York 10017
Attention: Vice President of Planning and Development

with a copy to:

New York State Department of Transportation
Regional Office 8
4 Burnett Boulevard
Poughkeepsie, New York 12603

with a copy to:

Metropolitan Transportation Authority
347 Madison Avenue
New York, New York 10017
Attention: General Counsel

22. INDEMNITY

22.1 Indemnity: To the fullest extent permitted by law, each party hereto (an "Indemnifying Party") shall indemnify the other party and the other party's principals, agents, affiliates and subsidiaries, as well as their officers, directors, affiliates, employees, agents, attorneys, legal representatives, and their respective successors and assigns (referred to individually as an "Indemnified Party" and collectively as "Indemnified Parties") from and against any claims for death, personal injury or property damage arising out of the act, omissions or negligence of the indemnifying party in accordance with the policies and practices of insurance of the parties. The Landlord's policy of insurance is attached hereto. This indemnification shall include all costs, expenses and liabilities incurred in connection with any claim covered by this Section 22, including but not limited to, reasonable attorney's fees (to and through appellate proceedings). This provision shall survive the termination of this Lease.

22.2 Limitation of Liability. The Indemnified Parties shall not be liable for (a) any damage to property of the one or of others entrusted to the Indemnifying Party or its employees or for the loss of or damage to any property by theft; (b) any injury or damage to persons or property resulting from fire, explosion, or from any other cause of whatever nature, unless caused by or due to the negligence or intentionally tortious acts of any of the indemnified Parties; nor shall any of the Indemnified Parties be liable for any such damage caused by the Indemnified Parties or third persons on the Premises; (c) notwithstanding whether the injury or damage is caused by any act or failure to act of any of the Indemnified Parties, any injury or damage for which an Indemnified Party would have been reimbursed under policies of insurance required by the terms of this Lease to be maintained (i) had the indemnifying party not failed to procure or maintain such policies of insurance or (ii) had the indemnifying party not failed to procure or maintain such policies of insurance with at least the limits herein specified; or (d) injury to or interruption of the party's business by reason of any of the foregoing events. If either party has supplied the other with liability insurance, and if an action or proceeding against an Indemnified Party is within the scope of coverage of such policy, the Indemnified Party shall look solely to such policy and the Indemnifying Party shall have no obligation to defend, protect, indemnify or hold harmless the other even if the amount of such policy is exceeded. In no event shall any of the individuals who are the employees, officers, and/or directors of Landlord or Tenant be personally liable for any cause of action arising hereunder. It is the understanding of the parties hereto that each and both of them will be fully insured and indemnified by the involved State agencies and/or by the private operator.

23. TITLE TO IMPROVEMENTS

The Landlord's Improvements upon the Premises shall belong solely and absolutely to the Landlord. Title to any other improvements (including without limitation security gates, parking revenue devices, and the like) to be installed by or on behalf of the Project shall remain with the Landlord, except as may be provided in other agreements with involved State agencies or other private parties, and except as provided for herein.

24. SERVICES

It is the understanding of the parties that it shall be the responsibility of the Ferry operator and/or the involved State agencies to re-strip and re-seal the Premises as part and parcel of necessary on-going maintenance of the Premises. The Landlord shall provide two (2) ADA compliant bathrooms. It is the understanding of the parties hereto that during the life of this Lease, the operator of the Ferry shall be responsible for normal care and cleaning and security of said bathrooms during ferry operations, as may be further provided in written agreements by and between the parties and/or other involved parties.

25. LIABILITY INSURANCE

25.1 The Landlord's Insurance: The Landlord, at its expense, shall maintain such property insurance, casualty insurance, loss of rental insurance, workers compensation and employers liability insurance (unless the Landlord has no employees at the Premises), as a prudent owner of such riparian property as the Premises in the City of Newburgh, County of Orange, would carry. It is the further understanding of the parties hereto that the Ferry operator shall provide adequate environmental insurance, and other insurance as referenced in Section 22 hereof as is approved and acceptable to the Landlord.

25.2 Underwriters: Each insurance policy required under this Article 25 shall be written by an insurance company authorized to do business in the State of New York, including New York "non-admitted carriers" having a Best & Company, Inc. rating of "A" or higher and a financial size category of not less than VII. Each of the parties hereto shall carry such insurance as the State and other involved entities and parties shall require.

27. CONDEMNATION

Condemnation: The condemnation of but a part of the Premises by competent authority shall not affect the provisions of this Lease except for a proportional abatement of rent hereunder, but if the condemnation of the whole of the Premises or of any part which materially interferes with the conduct of the operation of the ferry and/or Tenant's business thereon shall occur, then the term of this Lease shall thereupon expire, the Tenant shall quit the Premises, leaving them and the structures thereon in their then condition as set forth in Section 19.1 and other provisions hereof, and any subsequent award for such taking shall be apportioned between the Landlord for its fee interest and the Tenant for its leasehold interest and value of the Tenant-constructed improvements thereon.

28. OPERATION OF THE PROJECT

28.1 Condition of Premises: All parties and involved entities shall cooperate to keep the Premises in good condition and in a proper state of repair. It is the understanding of the parties that the Ferry operator and/or its contractor shall be obligated to keep the premises clean and free and clear of refuse, snow, ice and any obstructions to the free and safe use thereof during ferry operations. The Tenant shall take reasonable precautions to prevent nuisances, disorders and breaches of the peace. The Landlord and Tenant shall comply with all of the rules and regulations of the involved State agencies and of reasonable amendments thereto provided that the Landlord and Tenant have received prior written notice and that such rules and regulations are applied uniformly to Landlord and any other tenant at the Property.

28.2 Waste Removal: The Tenant and Landlord shall mutually furnish and maintain receptacles sufficient to contain each party's own and ferry customers' rubbish, waste and

litter. It is the understanding of the parties that during ferry operations, Metro-North Commuter Railroad and/or the Ferry operator and/or its contractor shall be solely responsible for the regular removal of all trash, rubbish, waste and litter from the Premises.

28.3 No Damage or Defacement: The Tenant covenants and agrees that its representatives and employees will not deface or damage any property of the Landlord. The parties shall expend reasonable efforts to keep and maintain the Premises free from defacement and graffiti at all times.

28.4 Advertising and Signs: Tenant and the involved State agencies shall have the right to install or erect such signs as they deem necessary or appropriate in or on the Premises. The specifications and design of any exterior signs shall be subject to the prior written approval of Landlord, which approval shall not be unreasonably withheld, conditioned, or delayed.

28.5.1 Risk of Loss: The Landlord assumes all risk of loss or damage to the fixtures, equipment, currency and property of every nature and description, brought, placed or kept by the Landlord at the Premises, whether such loss or damage is due to fire, burglary, theft, vandalism, riot, or any other cause. In no event shall the Tenant be liable to the Landlord on account of damage to or loss of any such property, except where such loss arises from Tenant's negligence or misconduct.

28.5.2 It is the parties mutual understanding that they and each of them shall be named as an additional insured and indemnitee of the Ferry operator, New York State Department of Transportation and Metro-North Commuter Railroad in the event of any and all claims, proceedings, actions and/or damages resulting from the negligence, acts or omissions of such other entities, as provided in Section 22 hereof.

28.6 Publicity: The Landlord shall not make any public statement or issue any publicity with respect to this Lease without the prior written approval of Tenant and the involved State agencies, which may be granted or denied in the Tenant's and/or State agencies' sole discretion. The Landlord may not use, and shall not place, or allow to be placed, the name or logo or any intellectual property of Tenant or any of the other Tenant's indemnities or any governmental or quasi-governmental authority or affiliates of any of the foregoing entities or persons in any advertisement, publication, disclosure statement, private placement memorandum or similar document without first affording Tenant reasonable opportunity to review such document and obtaining the Tenant's prior written consent to the printing and dissemination of such document, which consent may be granted or denied in the Tenant's sole discretion, except that Tenant shall not unreasonably withhold consent to a request by Landlord to publicize the Project in connection with the further development of the Project. Any request for Tenant's consent must include a copy of the proposed materials.

28.7 Other obligations: the parties acknowledge that the Tenant has separate agreements with the New York State Department of Transportation and/or Metro-North Commuter Railroad regarding the provision of ferry service and parking. The parties to this Lease will cooperate with each other to enable the City to fulfill its obligations under said agreements.

29. HAZARDOUS MATERIALS

29.1 Hazardous Materials. The Landlord shall not cause, permit or suffer any Hazardous Materials (as hereinafter defined) to be used, stored, generated or disposed of above actionable levels on or in the Premises, except for those Hazardous Materials used in the normal course of vehicle parking and ferry docking operations. If the Landlord causes, suffers, or permits contamination by Hazardous Materials above actionable levels at the Premises during the Tenant's use of the Premises, the Landlord shall indemnify and defend the Tenant and the other Indemnitees against, and hold the Tenant and the other Indemnitees harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, any and all sums paid for settlement of claims and for reasonable attorneys', consultant, and expert fees) arising during or after the term of this Lease by reason of such contamination. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the Premises which is required by Environmental Laws (as hereinafter defined) or any cleanup, removal or restoration required by a federal, state or local agency including, without limitation, any such costs associated with the contamination above actionable levels of adjacent property or ground water. In addition, if the Landlord causes, suffers or permits the contamination of the Premises by Hazardous Materials above actionable levels, the Landlord shall promptly, at its sole expense, take any and all actions required by Environmental Laws to Remediate (as hereinafter defined) the Premises. However, Landlord shall not be responsible for any contamination which results from the actions, negligence and/or neglect of the Tenant and/or its sub-tenants and invitees.

29.2 Landlord's Representations: The Landlord represents and warrants to the Tenant that now and throughout the Term and Renewal Term, if any: (i) the Premises are in compliance with applicable Environmental Laws; (ii) the Premises are not subject to any Environmental Actions (as hereinafter defined); and (iii) neither the Premises nor any personal property located thereon are subject to any Environmental Liens (as hereinafter defined). The Landlord shall remediate the Premises to the satisfaction of the New York State Department of Environmental Conservation and any federal, state or local governmental agencies with regulatory or enforcement authority for environmental conditions at the Premises, and shall provide Tenant with written notification from the New York State Department of Environmental Conservation, or such other governmental entities, to this effect. Landlord will (i) employ such construction techniques, procedures, and other measures to assure the health and safety of all persons during any excavation, demolition, and construction activities it may perform at the Premises; (ii) undertake and complete any and all environmental investigations and remedial actions as may be required

under statutes, rules, regulations and common law existing during the period of time of such work to ensure that upon completion of the work the condition of the Premises is appropriate for the public uses and other purposes to which it will be put; and (iii) remove and dispose of any extraneous tanks, pipes, and appurtenances. Any limitations set forth in this paragraph regarding "existing" statutes, rules, regulations and common law shall not limit Landlord's indemnification obligations contained in this Lease. Landlord hereby, for itself and its legal representatives, successors and assigns (the "Releasing Parties") completely and unconditionally waives, releases, remises, requites and forever discharges Tenant and its legal representatives, successor and assigns (the "Released Parties") from any and all actions or proceedings, cost, expense and liability of every kind whatsoever (including, without limitation, fees, costs, and disbursements of experts, consultants, and attorneys) whether known or unknown, suspected or unsuspected, of any kind or nature whatsoever which any of the Releasing Parties ever had, now has, or may, shall or can hereafter have or acquire, arising out of, or in any way connected with (i) the presence, suspected present, release or threatened release of Hazardous Materials, in, on, under, above or about the Premises during the Term and Renewal Term, if any; (ii) the effect of any Environmental laws with respect to the Premises or any activity conducted thereon during the Term and Renewal Term, if any; (iii) any Environmental Claim (as hereinafter defined), any environmental clean-up liability, any environmental compliance cost, and any defect, latent or patent arising in connection with the condition of the Property during the Term and Renewal Term, if any.

29.3 Environmental Indemnification by Landlord.

29.3.1 The Landlord hereby agrees to defend, indemnify and hold harmless Tenant and the other Tenant's Indemnitees from and against, any Environmental Claim, and any Environmental Liabilities and Costs (as hereinafter defined) arising out of: (i) any Releases (as hereinafter defined) of Hazardous Materials above actionable levels that occurred prior to or on account of conditions existing at, on, under or about the Property at any time and at, on, conditions existing under or about the Premises during the Term and Renewal Term, if any; (ii) any violations of Environmental Laws or Environmental Actions that are attributable to the Landlord's acts or omissions (or those of any affiliate of the Landlord, or any prior occupant or predecessor-in-interest or servant, employee or agent of the Landlord) or on account of conditions existing at, on, under, or about the Property at any time, and conditions existing at, under, or about the Premises during the Term and Renewal Term, if any; (iii) any breach of any warranty or representation or covenant regarding environmental matters made by the Landlord; and (iv) any Releases or threatened Releases of Hazardous Materials caused by the Landlord or any affiliate of the Landlord (or any prior occupant, predecessor-in-interest or servant, employee or agent of the Landlord) or on account of conditions at the Property at any time, and on account of conditions at, under, on, and about the Premises prior to and during the Term. This indemnification shall survive the expiration or earlier termination of this Lease.

29.3.2 Upon discovery of any Hazardous Materials at the Premises (which, for purposes of this Section, includes, but is not limited to the air, surface water, or ground water, or riparian areas of the Premises) which does not arise out of the acts or omissions of the Tenant, its employees, agents or contractors, or invitees at the Property where such condition may reasonably be anticipated to affect the Premises, the Tenant shall have the following options:

- A. Upon thirty (30) days written notice to the Landlord, the Tenant may terminate this Lease without penalty of any kind and be released from any liability under this Lease as of the termination date and receive a full refund of all payments of the additional rent paid for the amortization of Construction Costs hereunder; provided, however, nothing contained herein is intended to limit the Tenant's rights or remedies against the Landlord for damages incurred by the Tenant as a result of the termination of this Lease; or
- B. The Tenant may require the Landlord, at the Landlord's sole cost and expense, to diligently and in good faith promptly perform all work necessary to investigate and/or Remediate any Hazardous Materials above actionable levels in, on or about the Premises, such work being performed in conformity and compliance with all Environmental Laws; or
- C. The Tenant may, at the sole cost and expense of the Landlord, perform all work necessary to investigate and/or Remediate any Hazardous Materials above actionable levels in, on or about the Premises, in which case the Landlord shall reimburse the Tenant promptly for all costs and expenses incurred by the Tenant including, without limitation, reasonable professional fees, upon demand accompanied by written evidence of such costs and expenses reasonably satisfactory to the Landlord. This Paragraph (C) shall only be available to Tenant if Landlord, after reasonable notice, has failed to undertake the remedy provided in Paragraph (B) herein.

Notwithstanding the Tenant's election to exercise its rights under subsection (B) or (C) above, the Tenant may, at any time, exercise its right to terminate this Lease as provided for in subsection (A) above or elsewhere in this Lease prior to the completion of the Remediation. If the Tenant's use of the Premises is rendered substantially or totally impaired by the presence of Hazardous Materials above actionable levels not caused by the Tenant, its agents, employees or contractors, the Rent and other charges due under this Lease shall abate until such time as the Tenant is able in its judgment to resume uninterrupted operation of the Project at the Premises.

29.4 Definitions: For the purposes of this Section, the following definitions will apply:

"Environmental Actions" refers to any complaint, summons, citation, notice, fine, directive, order, claim, litigation, investigation, judicial or administrative proceeding or judgment, letter or other communication from or by any governmental authority or any third party involving violations of Environmental Laws or Releases of Hazardous Materials at, on, in, under, from or onto the Premises.

"Environmental Claims" means any and all actions, suits, orders, claims, liens, notices, investigations, proceedings, or complaints, whether any of the foregoing are administrative, judicial or otherwise, brought, issued, asserted or alleged by: (i) a federal, state or local governmental authority or by a private person or business entity for compliance, injunctive relief, damages (including, but not limited to, natural resources damages), penalties, removal, response, remedial, or other action pursuant to any applicable Environmental Law; and/or (ii) a third party seeking damages and/or injunctive relief related to actual or alleged personal injury, medical monitoring, wrongful death, and/or property damage resulting from a release of, or exposure to, a Hazardous Substance.

"Environmental Laws" includes the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. 9601 et. seq., as amended; the Resource Conservation Recovery Act, 42 U.S.C. 6901 et. seq., as amended; the Clean Air Act, 42 U.S.C. 7401 et. seq., as amended; the Clean Water Act, 33 U.S.C. 1251 et. seq., as amended; the Occupational Safety and Health Act, 29 U.S.C. 651 et. seq., the New York Environmental Conservation Law, the New York Navigations Law, and any other federal, state, local or municipal laws, statutes, regulations, rules or ordinances imposing liability and/or establishing standards of conduct for protection of the environment and/or relating to Tanks (as hereinafter defined).

"Environmental Lien" means any lien, security interest, charge or other encumbrance for Environmental Liabilities and Costs levied or imposed by, or easement for environmental purposes reserved by or granted to, a governmental authority or any third party.

"Environmental Liabilities and Costs" means any monetary obligations, losses, liabilities of any kind whatsoever (including strict liability), damages, punitive damages, consequential damages, treble damages, costs and expenses (including all reasonable out-of-pocket fees, disbursements and expenses of counsel, out-of-pocket expert and consulting fees and out-of-pocket costs for environmental site assessments, remedial investigation and feasibility studies, environmental cleanup liabilities, environmental compliance costs, fines, penalties, sanctions and interest incurred as a result of any Environmental Action filed by any governmental agency or any third party which relate to any violations of Environmental Laws; Remedial Actions; or Releases or threatened Releases of Hazardous Materials at, on, in, under, from or onto the Premises.

"Hazardous Materials" shall include any solid, liquid or gaseous element, compound, or chemical that is defined, listed or otherwise classified as a contaminant, pollutant, toxic pollutant, toxic or hazardous substance, extremely hazardous substance or chemical, hazardous waste, special waste, or solid waste under Environmental Laws; petroleum and its refined products; polychlorinated biphenyls; lead; any substance exhibiting a hazardous waste characteristic, including, but not limited to, corrosivity, ignitability, toxicity or reactivity as well as any radioactive or explosive materials; and any raw materials, building components, including, but not limited to, asbestos-containing materials, and manufactured products containing hazardous substances.

"Involved State Agencies" shall include the New York State Department of Transportation ("NYSDOT"), Metro-North Commuter Railroad, and any other agency or official with regulatory jurisdiction over the Project, the Premises, or any other aspect or component of the Project.

"Release(s)" or "Released" means any spilling, leaking, pumping, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing (including the abandonment or discarding of barrels, containers or other closed receptacles containing Hazardous Materials) of Hazardous Materials into the environment.

"Remedial Action" or "Remediate" or "Remediation" means all actions taken or to be taken in order to clean up, remove, remediate, contain, treat, monitor, assess, evaluate or in any other way address Hazardous Materials in the indoor or outdoor environment; prevent or minimize a Release or threatened Release of Hazardous Materials so they do not migrate, endanger or threaten to endanger public health or welfare or the indoor or outdoor environment; perform pre-remedial studies and investigations and post-remedial operation and maintenance activities; or any other actions authorized by CERCLA or any other applicable federal, state or local law or regulation.

"Tanks" means all underground storage tanks and aboveground storage tanks and their appurtenances, pipes, lines, fixtures and other related equipment which exist or have existed at the Premises.

30. NO PARTNERSHIP

Nothing contained in this Lease shall be construed to be or create a partnership, joint venture, express or implied agency, or employer/employee relationship between the Landlord, its successors or assigns, on the one hand, and the Tenant and/or any of the other Tenant's Indemnitees, their successors or assigns, on the other hand.

31. MISCELLANEOUS

31.1 Binding Effect; Entire Agreement; No Oral Modification: The covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of

the Landlord and the Tenant and their respective assigns, heirs, distributes, executors, administrators and successors. This instrument contains the entire agreement made between the parties and may not be modified orally or in any manner other than by an agreement in writing signed by all the parties hereto or their respective successors in interest. There are no understandings or agreements of any kind between the parties hereto, verbal or otherwise, other than as set forth in this Lease.

31.2 Captions; Gender and Number: Words of any gender used in this Lease shall be held to include any other gender, and words in the singular number shall be held to include the plural, when the sense requires. Any captions to Articles or Sections hereof are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Lease or the intent of any provision hereof.

31.3 No Broker: the Landlord and the Tenant each represent to the other that they have dealt with no broker in connection with the negotiation and execution of this Lease or in procuring same. The Landlord and the Tenant further agree that, should any claim be made for brokerage fees, by, through, or on account of any acts of the Landlord or the Tenant or their respective representatives, the party upon whose acts such claim is made will hold the other harmless from any and all liabilities and expenses in connection therewith.

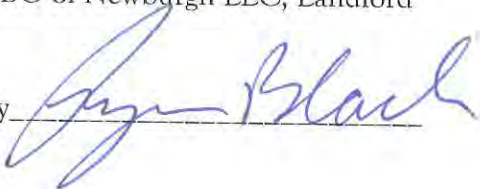
31.4 Severability. The provisions of this Lease are severable, and it is the intention of the parties hereto that, if this Lease cannot take effect in its entirety because of the final judgment of any court of competent jurisdiction holding invalid any part or parts hereof, the remaining provisions of this Lease shall be given full force and effect as completely as if the part or parts held invalid had not been included herein.

31.5 Governing Law: This Lease shall be governed by and construed in accordance with the laws of the State of New York and the venue for any action or proceeding hereunder shall be in the City of Newburgh or the County of Orange, New York.

IN WITNESS WHEREOF, the Landlord and the Tenant have duly executed this Lease in duplicate as of the day and year first above written.

RBG of Newburgh LLC, Landlord

By

A handwritten signature in blue ink, appearing to read "Ryan Blach", is written over a horizontal line.

CITY OF NEWBURGH, Tenant

By _____

Michael G. Ciaravino

City Manager

Per Resolution No.:

STATE OF NEW YORK)

) ss:

COUNTY OF ~~ORANGE~~ New York

On the 13 day of January in the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Ryan Black, 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.



HANA KOLARIKOVA
Notary Public, State of New York
No. 01KO6311222
Qualified in New York County
Commission Expires 09/08/2018

STATE OF NEW YORK)

) ss:

COUNTY OF ORANGE)

On the ____ day of _____ in the year 2017, 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 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.

CITY OF NEWBURGH, Tenant

By _____

Michael G. Ciaravino

City Manager

Per Resolution No.: 10-2017

STATE OF NEW YORK)

) ss:

COUNTY OF ORANGE)

On the 9th day of January in the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, 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.

STATE OF NEW YORK)

) ss:

COUNTY OF ORANGE)

On the 12 day of January in the year 2017, 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 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.

MICHELLE KELSON
Notary Public, State Of New York
Sullivan County, Clerk's #2564
Commission Expires: March 20, 2018

SCHEDULE A

Description of the Premises showing location, size and perimeter in the aggregate and showing delineation of the Premises and showing location of ferry landing and parking area.

RESOLUTION NO.: 10 - 2017

OF

JANUARY 9, 2017

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
AN AGREEMENT OF LEASE WITH RBG OF NEWBURGH LLC
FOR THE CONTINUED LEASE OF VACANT REAL PROPERTY KNOWN AS
SECTION 31, BLOCK 5, LOTS 13.2 AND 14 FOR THE PURPOSE OF PROVIDING
PARKING FOR THE NEWBURGH-BEACON FERRY COMMUTERS

WHEREAS, the City of Newburgh ("City") and Memorare Realty Holding Corp. ("Memorare") executed a Lease on July 30, 2004 for the lease and use of approximately 3.65 acres of vacant real property situated on the Hudson River known as Section 31, Block 5, Lots 13.2 and 14, for the purpose of providing parking for users of the Newburgh-Beacon Ferry and other parkers during non-commuting hours, with the City being reimbursed by New York State for the rental payments and improvements provided under such Lease; and

WHEREAS, by Resolution No. 142 - 2010 of June 14, 2010, the City Council authorized the City Manager to execute a First Amended Agreement of Lease with Memorare to accord with the amended reimbursement agreement with New York State that was effective April 21, 2010; and

WHEREAS, by Resolution No. 169 - 2014 of July 14, 2014, Resolution No. 308-2014 of December 15, 2014, Resolution No. 75 -2015 of April 13, 2015 and Resolution No. 318-2015 of December 15, 2015, the City Council authorized an extensions of the renewal term of the First Amended Lease through January 31, 2017; and

WHEREAS, the First Amended Lease was assigned to new owner, RBG of Newburgh, LLC, who desires to continue the lease for parking to be used for ferry service between the City of Newburgh and Beacon and uses associated therewith; and

WHEREAS, the City and RBG of Newburgh, LLC agree that it is necessary to enter into a new lease agreement for the period February 1, 2017 through December 31, 2018; the same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager on behalf of the City of Newburgh, be and he is hereby authorized to execute a Lease Agreement for a term beginning on February 1, 2017 to December 31, 2018 with RBG of Newburgh LLC, in substantially the same form as annexed hereto with other provisions as Corporation Counsel may require, for the purpose of providing parking for users of the Newburgh-Beacon Ferry and uses associated therewith.

I, Lorene Vitale, 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 Jan 9, 2017
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 10 day of Jan 2017


City Clerk

Agenda Item 13.

Pending Litigation