



City of Newburgh Council Work Session
*Sesion de trabajo del Concejal de la
Ciudad de Newburgh*
March 21, 2019
6:00 PM

Council Meeting Presentations

1. Executive Session
Proposed, pending or current litigation

Matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation
2. Presentation of a City of Newburgh Award to Water Department Employee John Hess for 50 years of service
(Joseph P. Donat)

Work Session Presentations

3. Presentation by County Legislator Kevindaryan Lujan
Banning of Plastic Bags
(As per Councilman Grice)
4. Presentation by Mr. Earl Miller and Bob Besdansky regarding the YMCA
(As per Councilwoman Ramona Monteverde)

Engineering/Ingeniería

5. Rehabilitation of Washington Lake Intake Gatehouse SEQRA Designation
Resolution of the City Council of the City of Newburgh assuming lead agency status under State Environmental Quality Review Act for the Washington Lake Intake Gatehouse Rehabilitation Project, declaring the Project to be a TYPE II Action, finding no significant adverse impact on the environment and authorizing the Interim City Manager to execute all SEQRA documents.
(Jason Morris)
6. Award of Bid to Doyle Contracting for Rehabilitation of Washington Lake Intake Gatehouse
Resolution authorizing the award of a bid and the execution of a contract with Doyle Contracting, Inc. for the construction of the Washington Lake Intake Gatehouse Rehabilitation Project in a lump sum project cost of \$365,700.00 with an additional add alternate no. 1 in an amount of \$54,000.00. (Jason Morris)

Finance/Finanza

7. PILOT Agreement, RUPCO/Newburgh Progress

Resolution authorizing an exemption of taxes pursuant to Public Housing Finance Law Section 577 and authorizing the Interim City Manager to execute an Agreement for Payment in lieu of Taxes by and among the City of Newburgh, [Newburgh Progress] Limited Partnership, and [Newburgh Progress] Housing Development Fund Company, Inc. (Michelle Kelson)

Planning and Economic Development/Planificación y Desarrollo Económico

8. Purchase of 17 William Street

Resolution to authorize the conveyance of real property known as 17 William Street (Section 36, Block 6, Lot 10) at private sale to Scott Raffaele for the amount of \$52,000.00. (Ali Church)

9. Purchase of 35 Oak Street

Resolution to authorize the conveyance of real property known as 35 Oak Street (Section 25, Block 2, Lot 5) at private sale to Pedro Hinostrero for the amount of \$60,000.00. (Ali Church)

Grants/Contracts/Agreements / Becas /Contratos/Convenios

10. Summer Youth Employment

Resolution authorizing the Interim City Manager to enter into an agreement with the County of Orange for the Summer Youth Employment and Training Program to provide young people to with for the City of Newburgh for the summer of 2019. (Ali Church)

11. DCJS GIVE Grant

Resolution authorizing the Interim City Manager to apply for and accept if awarded a grant from the New York State Department of Criminal Justice Services under the Gun Involved Violence Elimination ("GIVE") Partnership to enhance law enforcement in the City of Newburgh to achieve sustained, long-term crime reduction in an amount not to exceed \$430,000.00 with no City match for the period July 1, 2019 to June 30, 2020. (Chief Solomon)

12. Non-Fatal Shooting Initiative

Resolution authorizing the Interim City Manager to accept a New York State Division of Criminal Justice Services Edward Byrne Memorial Justice Assistance Grant in the amount of \$152,592.00 to fund a City of Newburgh Police Detective in support of the Non-Fatal Shootings Initiative Program. (Chief Solomon)

13. Endeavor Municipal Development, Inc.

Resolution authorizing three agreements with Endeavor Municipal Development, Inc. for grant consulting services in an amount not to exceed \$24,000.00 per agreement for a 12 month period. (Joseph Donat)

Fire Department / Departamento de Bomberos

14. Fire Department Surplus Equipment

Resolutions of Support/ Resoluciones de Apoyo

15. NECSD/Habitat Student Art Project

Resolution of the City Council of the City of Newburgh supporting an art project of the Newburgh Enlarged City School District in collaboration with Habitat for Humanity of Greater Newburgh. (As per Councilman Anthony Grice)

16. Lead service line replacement

17. Newburgh infrastructure

Local Laws/Leys Locales

18. Municipal Identification Card Program

Resolution scheduling a public hearing for April 8, 2019 to hear public comment concerning a Local Law enacting Chapter 60 entitled "Municipal Identification Card Program" of the Code of Ordinance of the City of Newburgh. (As per City Council)

Discussion Items/Temas de Discusión

19. IDA Appointments

Resolution appointing Christina E. Amato, Sarah Beckham Hooff and Michael Kelly to fill vacancies on the Board of Directors of the City of Newburgh Industrial Development Agency. (Michelle Kelson)

20. Board of Ethics Appointment

Resolution appointing members to the City of Newburgh Board of Ethics.

RESOLUTION NO.: _____ - 2019

OF

MARCH 25, 2019

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH ASSUMING
LEAD AGENCY STATUS UNDER STATE ENVIRONMENTAL QUALITY REVIEW ACT
FOR THE WASHINGTON LAKE INTAKE GATEHOUSE REHABILITATION PROJECT,
DECLARING THE PROJECT TO BE A TYPE II ACTION,
FINDING NO SIGNIFICANT ADVERSE IMPACT ON THE ENVIRONMENT AND
AUTHORIZING THE INTERIM CITY MANAGER
TO EXECUTE ALL SEQRA DOCUMENTS**

WHEREAS, by Resolution No. 336-2017 of December 11, 2017, the City Council of the City of Newburgh authorized the City Manager to enter into an agreement with Weston & Sampson, PE, LS, LA, PC, for professional engineering services in connection with the Washington Lake Intake Gatehouse Rehabilitation Project; and

WHEREAS, the City of Newburgh proposes to undertake the Washington Lake Intake Gatehouse Rehabilitation Project (the "Project") which will include the demolition and reconstruction of a weather resistant roof system, replacement of windows, electrical upgrades, painting and repointing of the brick; and

WHEREAS, the City desires to comply with the New York State Environmental Quality Review Act ("SEQRA") and the regulations contained within 6 NYCRR Part 617 (the "Regulations") with respect to the Project; and

WHEREAS, under Section 617.5(c)(1), maintenance or repair involving no substantial changes in an existing facility and under Section 617.5(c)(2), the replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building, energy, or fire codes, the proposed rehabilitation and repair of the Washington Lake Intake Gatehouse is considered within the type of activities defined as a Type II Action, and therefore, the Project is classified as a categorical exclusion to SEQRA;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York the Project constitutes a "Type II", as the quoted term is defined in the SEQRA Regulations and that no further review for SEQRA purposes is required; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and hereby is authorized to sign and file any/all other documents that may be necessary in connection with this SEQRA classification for the Project.

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

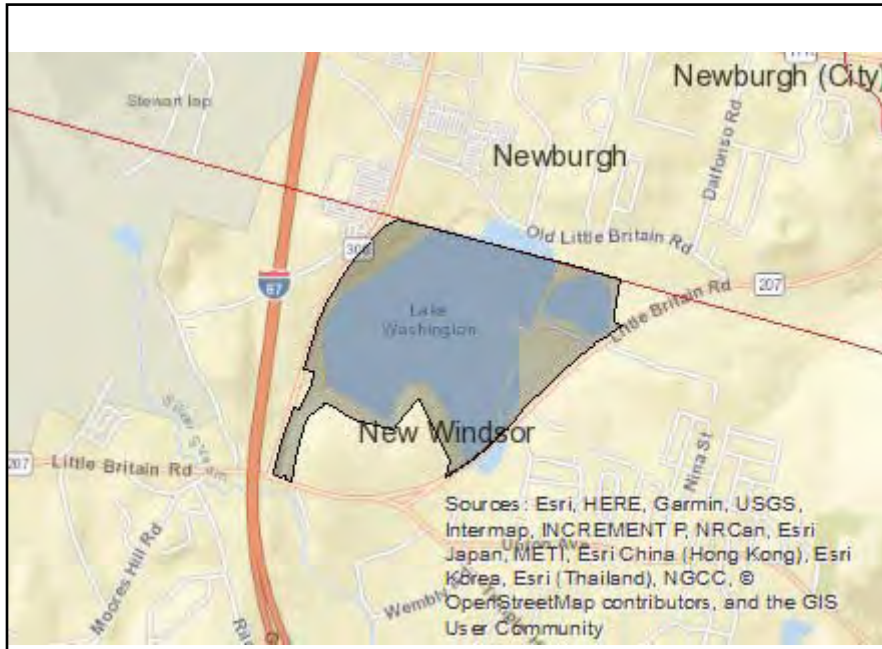
Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
Name of Action or Project: Rehabilitation of the Washington Lake Intake Gatehouse			
Project Location (describe, and attach a location map): Washington Lake, latitude 41°29'28.7"N and longitude 74°03'41.9"W			
Brief Description of Proposed Action: Demolish the existing roof, including but not limited to shingles, plywood and shiplap roof deck, rafters, collar ties, double top plate, windows, doors, lifting beams and paint. Prepare structure as required to construct new roof structure, roof deck, vented soffits and eaves, new standing seam roof and fascia to form a weather resistant roof system, windows, doors, power gantry crane hoist system with structural support frame, interior and exterior light fixtures, conduit, raceways and conductors, breakers and miscellaneous fasteners, pointing of interior walls, wall and floor preparation, paint interior walls and floors, complete.			
Name of Applicant or Sponsor: City of Newburgh		Telephone: (845) 569-7447 E-Mail: jmorris@cityofnewburgh-ny.gov	
Address: 83 Broadway			
City/PO: Newburgh		State: New York	Zip Code: 12550
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: Town of New Windsor Building Permit		NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action?		255 acres	
b. Total acreage to be physically disturbed?		0 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		336.8 acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Rural (non-agriculture) <input checked="" type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)			
<input checked="" type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input checked="" type="checkbox"/> Aquatic <input checked="" type="checkbox"/> Other(Specify): Water Supply Properties			
<input checked="" type="checkbox"/> Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
b. Are public transportation services available at or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: <u>The proposed action is reahabilitation of the intake house for the City of Newburgh Water Treatment Facility. No heated and occupied structures are proposed.</u>	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ The proposed action is reahabilitation of the intake house for the City of Newburgh Water Treatment Facility. This intake gatehouse facilitates the transmission of raw water for treatment and disinfection. No potable sources of water are necessary or required as part of this project.	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ The proposed action is reahabilitation of the raw water intake gatehouse for the City of Newburgh Water Treatment Facility. No wastewater utilities exists are required.	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
b. 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"/>	<input checked="" type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ None. _____ _____			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input checked="" type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input checked="" type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered? Upland Sandpiper, Indiana Bat	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, <div style="margin-left: 20px;"> a. Will storm water discharges flow to adjacent properties? b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? </div> If Yes, briefly describe:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	NO	YES
The project involves the rehabilitation of a raw water intake gatehouse that is associated with an existing intermediate hazard dam that impounds source water for the City of Newburgh.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Washington Lake has been contaminated with PFAS from an upstream airport. The NYSDEC, DOD, ANG and other agencies are in the process of investigating and remediating this contamination.		
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor/name: <u>Joseph P. Donat</u> Date: <u>March 21, 2019</u>		
Signature: _____ Title: <u>Interim City Manager</u>		



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.



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	Yes
Part 1 / Question 15 [Threatened or Endangered Animal - Name]	Upland Sandpiper, Indiana Bat
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	Yes

Project: Washington Lake Intake Gatehouse

Date: March 13, 2019

Short Environmental Assessment Form

Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

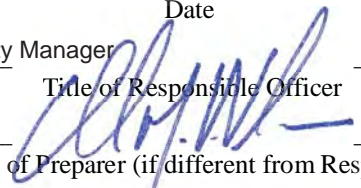
Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Short Environmental Assessment Form

Part 3 Determination of Significance

For every question in Part 2 that was answered “moderate to large impact may occur”, or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

<input type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.	
<input checked="" type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.	
City of Newburgh City Council _____ Name of Lead Agency	March 21, 2019 _____ Date
Joseph P. Donat _____ Print or Type Name of Responsible Officer in Lead Agency	Interim City Manager _____ Title of Responsible Officer
_____ Signature of Responsible Officer in Lead Agency	 _____ Signature of Preparer (if different from Responsible Officer)

SEQRA Classification

Under the State Environmental Quality Review Act (SEQRA), certain activities involving property acquisition, construction, and rehabilitation are categorized into various levels of review depending on the type of actions proposed. According to 6 NYCRR Part 617.5(a), Type II actions have been determined not to have a significant impact on the environment and are otherwise precluded from environmental review under Environmental Conservation Law, Article 8. These Type II actions are detailed in 6 NYCRR Part 617.5, but in general they include the following representative activities:

617.5(c)(1): “Maintenance or repair involving no substantial changes in an existing structure or facility;”

617.5(c)(2): “Replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building, energy, or fire codes unless such action meets or exceeds any of the thresholds in section 617.4 of this Part;”

The Washington Lake Intake Gatehouse Rehabilitation Project involves the rehabilitation and repair of an intake structure with replacement of windows, roofing, electrical upgrades, painting and repointing of the brick.

The City of Newburgh has determined that the Project will not exceed any of the Type I thresholds in 6 NYCRR Part 617.4, and that project activities will not have significant adverse impacts on the environment. The Project activities generally fall within the types of activities considered Type II actions, as summarized above. Therefore, the Washington Lake Intake Gatehouse Rehabilitation Project will not require further environmental review under SEQRA.

RESOLUTION NO.: _____ - 2019

OF

MARCH 25, 2019

**A RESOLUTION AUTHORIZING THE AWARD OF A BID AND THE EXECUTION OF
A CONTRACT WITH DOYLE CONTRACTING, INC. FOR THE CONSTRUCTION OF
THE WASHINGTON LAKE INTAKE GATEHOUSE REHABILITATION PROJECT
IN A LUMP SUM PROJECT COST OF \$365,700.00
WITH AN ADDITIONAL ADD ALTERNATE NO. 1 IN AN AMOUNT OF \$54,000.00**

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

WHEREAS, by Resolution No. 38-2016 of February 22, 2016, the City Council of the City of Newburgh approved the financing of Water System Improvements including the Washington Lake Intake Gatehouse Rehabilitation Project (the "Project"); and

WHEREAS, by Resolution No. 336-2017 of December 11, 2017, the City Council of the City of Newburgh authorized the City Manager to enter into an agreement with Weston & Sampson, PE, LS, LA, PC, for professional engineering services in connection with the Washington Lake Intake Gatehouse Rehabilitation Project; and

WHEREAS, the City of Newburgh has duly advertised for bids for the construction of the Washington Lake Intake Gatehouse Rehabilitation Project; and

WHEREAS, bids have been duly received and opened and Doyle Contracting, Inc. is the low bidder; and

WHEREAS, funding for such project shall be derived from HF1.8320.0200.8113.2016;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for construction of the Washington Lake Intake Gatehouse Rehabilitation Project be and it hereby is awarded to Doyle Contracting, Inc. for a lump sum project cost of \$365,700.00 with an additional Add Alternate No. 1 in an amount of \$54,000.00 for a total Project cost of \$419,700.00, and that the Interim City Manager be and he is hereby authorized to enter into a contract for such work in this amount.

RESOLUTION NO.: _____ - 2019

OF

MARCH 25, 2019

**A RESOLUTION AUTHORIZING AN EXEMPTION OF TAXES
PURSUANT TO PUBLIC HOUSING FINANCE LAW SECTION 577 AND
AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE AN AGREEMENT FOR
PAYMENT IN LIEU OF TAXES BY AND AMONG THE CITY OF NEWBURGH,
[NEWBURGH PROGRESS] LIMITED PARTNERSHIP, AND
[NEWBURGH PROGRESS] HOUSING DEVELOPMENT FUND COMPANY, INC.**

WHEREAS, the City of Newburgh (the “City”) encourages a sufficient supply of adequate, safe and sanitary dwelling accommodations properly planned for individuals and families of low to moderate income; and

WHEREAS, the Rural Ulster Preservation Company (“RUPCO”) has submitted an application to the New York State Division of Housing and Community Renewal (“HCR”) with the support of the City of Newburgh to further the supply of affordable housing in the City; and

WHEREAS, RUPCO intends to become a partner in a housing development fund corporation (“HDFC”), a New York not-for-profit corporation organized under Article XI of the New York Private Housing Finance Law (“PHFL”) and Section 402 of the New York State Not-for-Profit Corporation Law, the name of which entity has not yet been determined; and

WHEREAS, the HDFC will become the record owner of the properties listed below, which shall consist of 22 parcels of residential property that provides 61 residential units for individuals and families of low to moderate income, and 2 parcels of property to be used as community space, all of which are the properties named in RUPCO’s application to HCR (the “Project”); and

WHEREAS, the HDFC’s plan for the continued use of the Project constitutes a “housing project” as that term is defined in the PHFL; and

WHEREAS, the HDFC will be a “housing development fund company” as the term is defined in Section 572 of the PHFL and Section 577 of the PHFL, which in turn authorizes the City to exempt the Project from real property taxes; and

WHEREAS, the HDFC seeks a PILOT agreement (“Agreement”) whereby it will make annual payments in lieu of taxes to the City as set forth in the Agreement, a copy of which is annexed hereto, now presented to the City Council for approval; and

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh, New York hereby exempts the Project from taxes to the extent authorized by Section 577 of the PHFL, and approves the proposed PILOT Agreement by and among the City of Newburgh and the HDFC, in substantially the form presented at this meeting, providing for annual payments as set forth in such agreement; and

BE IT FURTHER RESOLVED, that the Interim City Manager is hereby authorized to execute and deliver the foregoing PILOT Agreement, in substantially the same form as annexed hereto, with other provisions as Corporation Counsel may require on behalf of the City to effectuate the Agreement.

**AGREEMENT FOR PAYMENT IN LIEU OF TAXES (“PILOT”) BY AND
AMONG THE CITY OF NEWBURGH, THE [NEWBURGH PROGRESS]
LIMITED PARTNERSHIP AND [NEWBURGH PROGRESS] HOUSING
DEVELOPMENT FUND COMPANY, INC.**

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES (the “PILOT Agreement” or “Agreement”), dated as of _____, 2019, by and among the **CITY OF NEWBURGH, NEW YORK**, a New York municipal corporation, having its principal office located at 83 Broadway, Newburgh, New York 12550 (the “City”) and **[NEWBURGH PROGRESS] HOUSING DEVELOPMENT FUND COMPANY, INC.**, a New York not-for-profit corporation and entity organized pursuant to Article XI of the Private Housing Finance law, having its principal place of business at c/o RUPCO, Inc., 289 Fair Street, Kingston, New York 12401 (the “HDFC”), which HDFC will hold title to the Property (as hereinafter defined) for the benefit of **[NEWBURGH PROGRESS] LIMITED PARTNERSHIP**, a New York limited partnership, having its principal office located at c/o 289 Fair Street, Kingston, New York 12401 (the “Partnership”).

WHEREAS, the HDFC is the bare legal or record owner, and the Partnership is the beneficial and equitable owner, of [22] parcels of real property, one parcel of which parcels will be subdivided to create two additional lots (3 lots total on the current existing parcel) and which additional lots are included as part of this Agreement, located in the City of Newburgh, County of Orange, State of New York, as more specifically listed and described in **Exhibit A** attached hereto and incorporated herein by reference (the “Property”); and

WHEREAS, the HDFC is a corporation established pursuant to Section 402 of the Not-For-Profit Corporation Law and Article XI of the Private Housing Finance Law (“PHFL”); and

WHEREAS, the HDFC is the general partner of the Partnership; and

WHEREAS, the HDFC and the Partnership have each been formed for the purpose of providing residential rental accommodations for persons of low-income; and

WHEREAS, the Partnership will develop, own, construct, maintain and operate a housing project for persons of low income on the Property as more particularly described in **Exhibit B** in **Exhibit A** attached hereto and incorporated herein by reference (the “Project”); and

WHEREAS, the HDFC’s and the Partnership’s plan for the use of the Property constitutes a “housing project” as that term is defined in the PHFL; and

WHEREAS, the HDFC is a “housing development fund company” as the term is defined in Section 572 of the PHFL; and

WHEREAS, pursuant to Section 577 of the PHFL, the local legislative body of a municipality may exempt the real property of a housing project of a housing development fund company from local and municipal taxes, including school taxes and county taxes, other than assessments for local improvements, to the extent of all or a part of the value of the property included in the completed project; and

WHEREAS, the Council Members of the City of Newburgh, New York, by resolution adopted March 25, 2019, approved and authorized the execution of this Agreement;

NOW, THEREFORE, it is agreed as follows:

1. Pursuant to Section 577 of the PHFL, the City hereby exempts from local and municipal taxes, other than assessments for local improvements, one hundred percent (100%) of the value of the Property, including both land and improvements. "Local and Municipal Taxes" shall mean any and all real estate taxes levied by Orange County ("County"), the City, and the School District ("School District") or other taxing jurisdiction (collectively the "Taxing Jurisdictions").

2. This tax exemption will operate for a period of seventeen (17) years, measured from the City's first taxable status date following the date of the HDLC's actual acquisition of the Property. The HDLC shall be responsible for any *pro rata* portion of taxes that it may owe in the actual year that it acquired the property. This Agreement shall not limit or restrict the HDLC's or Partnership's right to apply for or obtain any other tax exemption to which it might be entitled upon the expiration of this Agreement. The parties understand that the exemption extended pursuant to Section 577 of the PHFL and this Agreement does not include exemption from assessments for local improvements, special assessments, or special ad valorem levies. During the period of this Agreement, the Partnership shall pay any service charges, special ad valorem levies, special assessments and improvement district charges or similar tax equivalents which are or would be levied upon or with respect to the Project by the Taxing Jurisdictions or any other taxing authority.

3. So long as the exemption hereunder continues, the Partnership shall make annual payments in lieu of taxes ("PILOT") in the amounts set forth in this section, which payments shall cover all Local and Municipal Taxes owed in connection with the Property and the Project, and which payment shall be shared by Taxing Jurisdictions on the same basis as property taxes would be shared if the Property and the Project were fully taxed. So long as the tax exemption remains in effect, tenant rental charges shall not exceed the maximum established or allowed by law, rule or regulation, and the Property shall be operated in conformance with the provisions of Article XI of PHFL.

The PILOT for the Residential Property shall be in the amount of (i) \$35,000 per year for the first two years of ownership and (ii) \$73,200 per year beginning in the third year of ownership, increasing two percent (2%) annually. The PILOT for the CSF Property shall be in the amount of (i) \$15,000 per year during construction and (ii) \$15,000 per year after the issuance of the certificate of occupancy for the buildings, increasing two percent (2%) annually.

The first payment pursuant to this Agreement shall be made on or before February 15, 2020. Subsequent payments shall be due on or before **February 15** of the calendar year to which this PILOT applies. Payment shall be payable to the "City of Newburgh." Payments shall be mailed via first class mail through the United States Postal Service or personally delivered to the City of Newburgh, attention Tax Collector, 83 Broadway, Newburgh, New York 12550, or such other address as the City may specify in writing.

The HDFC and the Partnership agree that the PILOT under this Agreement will not be reduced on account of a depreciation factor or reduction in the Taxing Jurisdiction tax rate, nor will it seek to commence any actions to reduce the PILOT, and these factors have been considered in arriving at the payment amounts reflected in this Agreement.

The HDFC and the Partnership shall continue to pay all water, sewer, and sanitation charges in accordance with the assessments and rates established by the City.

4. The tax exemption provided by this Agreement will continue for the term described above provided that (a) the Residential Property continues to be used as housing facilities for persons of low-income in accordance with the income and rent limitations attached hereto at Exhibit B, and (b) any of the following occur (i) the HDFC and the Partnership operate the Property in conformance with Article XI of the PHFL; or (ii) the HDFC assumes sole legal and beneficial ownership of the Property and operates the Property in conformance with Article XI of the PHFL; or (iii) in the event an action is brought to foreclose a mortgage upon the HDFC, and the legal and beneficial interest in the Project shall be acquired at the foreclosure sale or from the mortgagee, or by a conveyance in lieu of such sale, by a housing development fund corporation organized pursuant to Article XI of the PHFL, or by the Federal government or an instrumentality thereof, or by a corporation which is, or by agreement has become subject to the supervision of the superintendent of banks or the superintendent of insurance, such successor in interest, such successor in interest shall operate the property in conformance with Article XI of the PHFL.

5. The failure to make the required payment will be treated as failure to make payment of taxes and will be governed by the same provisions of law as apply to the failure to make payment of taxes, including but not limited to enforcement and collection of taxes to the extent permitted by law. In addition to failure to pay any amount when due, HDFC and the Partnership shall be in default of this Agreement in the event of material failure to observe and perform any other covenant, condition of agreement on its part to be observed and performed hereunder, and continuance of such failure for a period of thirty (30) days after written notice specifying the nature of such failure and requesting that it be remedied; or any warranty, representation or other statement by or on behalf of HDFC or the Partnership contained in this Agreement shall prove to have been false or untrue in any material respect on the date when made or on the effective date of this Agreement. Any payment not received by its due date shall accrue interest and penalties at the rates provided for late payment of taxes to the Taxing Jurisdictions.

Whenever any event of default under this Agreement shall have occurred and be continuing, the City shall have the following remedies: The City may terminate this Agreement and exercise all of the rights and remedies available for failure to pay property taxes as and when due had this Agreement not been in effect. The City may take whatever action at law or in equity as may appear necessary or desirable to collect the amount then in default or to enforce the performance and observance of the obligations, agreements and covenants of HDFC and the Partnership under this Agreement, and the Partnership shall further pay the reasonable fees and disbursements of such attorneys as the City shall engage for the enforcement of performance or observance of any obligation, covenant or agreement on the part of HDFC and the Partnership and all other expenses, costs and disbursements so incurred.

No remedy herein conferred reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition

to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

No delay or omission in exercising any remedy shall impair any such remedy or construed to be a waiver thereof. It shall not be necessary to give any notice other than as expressly required under this Agreement. In the event any provision contained in this Agreement should be breached and thereafter duly waived by the party or parties so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder.

6. All notices and other communications hereunder shall be in writing and shall be sufficiently given when delivered to the applicable address stated above (or such other address as the party to whom notice is given shall have specified to the party giving notice) by registered or certified mail, return receipt requested or by such other means as shall provide the sender with documentary evidence of such delivery. This provision shall not apply in the event that the HDFC, its successors or assigns, become subject to the City's procedures with respect to the collection of delinquent taxes.

7. This Agreement shall inure to the benefit of and shall be binding upon the City the Partnership and the HDFC and their respective successors and assigns, including the successors in interest of the Partnership and the HDFC. There shall be no assignment of this Agreement except with consent of the other party. In the event that the Partnership and the HDFC seeks to assign this agreement, the Partnership and the HDFC must demonstrate to the City, at a minimum, that the assignee or its general partner is a housing development fund company subject to Article XI of the PHFL, the assignee is willing to assume the obligations of this Agreement in writing, and the assignee shall have provided such financial and other information as shall be reasonably requested by the City in order to assure the proper completion and operation of the housing project and the compliance with the terms of this Agreement and all applicable laws, regulations and covenants.

8. If any provision of this Agreement or its application is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other persons or circumstances shall be enforced to the greatest extent permitted by law.

9. This Agreement may be executed in any number of counterparts with the same effect as if all the signing parties had signed the same document. All counterparts shall be construed together and shall constitute the same instrument.

10. This Agreement constitutes the entire agreement of the parties relating to payments in lieu of taxes with respect to the above-described property and supersedes all prior contracts, or agreements, whether oral or written, with respect thereto.

11. Each of the parties individually represents and warrants that the execution, delivery and performance of this Agreement, (i) has been duly authorized by proper action of its governing body and does not require any other consent or approval for the execution thereof by such municipality, (ii) does not violate any law, rule, regulation, order, writ, judgment or decree by which it is bound, and (iii) will not result in or constitute a default under any agreement or instrument to which it is a party. Each such party represents that this Agreement shall constitute the legal, valid and binding agreement of such party enforceable in accordance with its terms.

12. The Partnership and HDFC jointly and severally make the following representations, warranties and covenants:

(i) The HDFC is a “housing development fund company” under Article XI of the PHFL, and the Partnership is a limited partnership the co-general partner of which is HDFC, each of which is organized, validly existing and in good standing under the laws of the State and is authorized under the laws of the State to do business in the State, has the power to enter into this Agreement and to perform the transactions contemplated hereby and its obligations hereunder and by proper action has duly authorized the execution and delivery of this Agreement and the performance of its obligations hereunder, and the execution, delivery and performance of this Agreement does not require any other consent or approval. This Agreement shall constitute the legal, valid and binding agreement of HDFC and the Partnership enforceable in accordance with its terms.

(ii) Neither the Partnership nor HDFC is in default under, or in violation of, any indenture, mortgage, declaration, lien, lease, contract, note, order, judgment, decree or other instrument of any kind to which any of its assets are subject, and the execution, delivery and compliance by the Partnership or HDFC with the terms and conditions of this Agreement do not and will not conflict with or constitute or result in a default by the Partnership or HDFC in any material respect under or violation of, (1) the entity’s organizational documents, (2) any agreement or other instrument to which such entity is a party or by which, to such entity’s knowledge, it is bound, or (3) any constitutional or statutory provision or order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over the Partnership or HDFC or its property, and no event has occurred and is continuing which, with the lapse of time or the giving of notice, or both, would constitute or result in such a default or violation.

(iii) The Partnership has provided to the City true and complete financial information with respect to the Property, including without limitation project costs, financing sources, rents and income limitations.

(iv) The Partnership covenants and agrees to operate the Property in accordance with all applicable rules and regulations of Article XI of the PFHL, including without limitation applicable rent limits and income limits and in accordance with the plan attached hereto as Exhibit B.

(v) The Partnership covenants and agrees to provide to the City any information or documents reasonably requested in writing by the City in order to provide any federal, state or local entity with information or reports required under any applicable law, rule or regulation.

13. The City shall file a copy of the fully-executed Agreement with the City Assessor. The Partnership shall be responsible for taking such actions as may be necessary to ensure that the Property shall be assessed as exempt upon the assessment rolls of the respective Taxing Jurisdictions, including without limitation ensuring that any required exemption form shall be filed with the appropriate officer or officers of each respective Taxing Jurisdiction. Such exemption shall be effective as of the first taxable status date of the applicable Taxing Jurisdiction following

the date of this Agreement, provided that the Partnership shall timely file any requisite exemption forms.

14. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The Parties each consent to the jurisdiction of the New York courts in and for the County of Orange regarding any and all matters, including interpretation or enforcement of this Agreement or any of its provisions. Accordingly, any litigation arising hereunder shall be brought solely in such courts.

15. Entire Agreement. The Parties agree that this is the entire, fully integrated Agreement between them.

16. Amendments. This Agreement may not be amended, changed, modified, altered or terminated except by an instrument in writing executed by the Parties hereto.

17. No Third Party Beneficiaries. The Parties state that there are no third-party beneficiaries to this Agreement.

18. This Agreement shall be deemed withdrawn unless fully-executed by the Parties on or before December 1, 2019.

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, the City, the HDFC and the Partnership have caused this Agreement to be executed in their respective names by their duly authorized representatives and their respective seals to be hereunder affixed, all as of the date above-written.

DATED: _____, 2019

CITY OF NEWBURGH

By: _____

Name: Joseph P. Donat

Title: Interim City Manager

DATED: _____, 2019

[NEWBURGH PROGRESS] HOUSING
DEVELOPMENT FUND COMPANY, INC.

By: _____

Name: Kevin O'Connor

Title: President

DATED: _____, 2019

[NEWBURGH PROGRESS] LIMITED PARTNERSHIP

By: [Newburgh Progress] Housing Development
Fund Company, Inc.,
its general partner

By: _____

Name: Kevin O'Connor

Title: President

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

On the ____ day of _____, in the year 2019, before me personally appeared Joseph Donat, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

On the ____ day of _____, in the year 2019, before me personally appeared **Kevin O'Connor**, 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

EXHIBIT A

LIST OF EXEMPT PROPERTY – RESIDENTIAL

<u>Street Address</u>	<u>Section/Block/Lot</u>
193 First Street	30-2-1
197 First Street	30-1-2
215 First Street	29-5-6
135 Chambers Street	18-4-22
137 Chambers Street	18-4-21
35 Dubois Street	29-5-18
37 Dubois Street	29-5-17
39 Dubois Street	29-5-16
45 Johnston Street	30-2-9
33 Lander Street	30-4-33
42 Lander Street	30-3-10
44 Lander Street	30-3-9
98 Lander Street	23-2-1
114 Lander Street	TBD (part of proposed 116 Lander subdivision)
116 Lander Street	18-10-5.2
118 Lander Street	TBD (part of proposed 116 Lander subdivision)
122 Lander Street	18-10-3
133 Lander Street	18-4-34
135 Lander Street	18-4-35
137 Lander Street	18-4-36
139 Lander Street	18-4-37
25 S. Miller Street	30-1-17

LIST OF EXEMPT PROPERTY – COMMUNITY

245 Liberty Street	18-8-2
257 Liberty Street	18-8-1.1

EXHIBIT B

Project Plan: Newburgh Progress

Property:

1. 61 Units of residential rental low-income housing, meeting the income limits in accordance with HCR regulations applicable for low income housing tax credit and housing trust fund projects, not exceeding 70% of applicable median income ("Residential Property"). 1 unit is a superintendent's unit.
2. Approximately 20,000 square feet of community service facility space ("CSF Property").

Rents will be limited to 30% of the percentage of the applicable median income limit specified by HCR in accordance with federal and state Low Income Housing Tax Credit program requirements. Income and Rent limits will be applicable for the 17-year term of the PILOT Agreement in accordance with LIHTC regulatory agreement.

RESOLUTION NO.: _____ - 2019

OF

MARCH 25, 2019

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 17 WILLIAM STREET (SECTION 36, BLOCK 6, LOT 10)
AT PRIVATE SALE TO SCOTT RAFFAELE FOR THE AMOUNT OF \$52,000.00**

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

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

WHEREAS, the City of Newburgh desires to sell 17 William Street, being more accurately described as Section 36, Block 6, Lot 10 on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager/Interim City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before June 28, 2019, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
17 William Street	36 - 6 - 10	Scott Raffaele	\$52,000.00

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

Terms and Conditions Sale

17 William Street, City of Newburgh (SBL: 36-6-10)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of **2018-2019**, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year **2018-2019**, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the

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

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

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

16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.
18. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.
19. The property is sold subject to an owner-occupancy restriction. The purchaser has agreed to purchase the property subject to the five (5) year owner occupancy restriction shall, within 18 months of the delivery of the deed, establish his domicile and principal residence at said premises and maintain his domicile and principal residence at said premises for a period of at least five (5) years thereafter, provided that within said five (5) year period, the purchaser may convey said premises to another who shall also maintain their domicile and principal residence at said premises for said period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms of Sale.
20. Notice is given that the property lies within either the East End Historic District or the Colonial Terraces Architectural Design District as designated in the City of Newburgh's current zoning map. This parcel is sold subject to all provision of law applicable thereto. It is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance any additional laws, rules or regulations applicable to those districts.
21. Within ten (10) business days of approval of sale by the City of Newburgh, the purchaser shall tender a non-refundable downpayment in the amount of **\$5,200.00** payable to "City of Newburgh" by money order or guaranteed funds to the City of Newburgh Comptroller's Office. At closing, the downpayment amount shall be credited against the purchase price.

ACKNOWLEDGED AND AGREED

Date: _____

(Purchaser Name)

RESOLUTION NO.: _____ - 2019

OF

MARCH 25, 2019

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 35 OAK STREET (SECTION 25, BLOCK 2, LOT 5)
AT PRIVATE SALE TO PEDRO HINOSTROZA FOR THE AMOUNT OF \$60,000.00**

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

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

WHEREAS, the City of Newburgh desires to sell 35 Oak Street, being more accurately described as Section 25, Block 2, Lot 5, on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the property be and hereby is confirmed and the City Manager/Interim City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before June 28, 2019, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
35 Oak Street	25 - 2 - 5	Pedro Hinostroza	\$60,000.00

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

Terms and Conditions Sale

35 Oak Street, City of Newburgh (SBL: 25-2-5)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of **2018-2019**, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year **2018-2019**, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the closing of sale.

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

no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

18. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.
19. Within ten (10) business days of approval of sale by the City of Newburgh, the purchaser shall tender a non-refundable downpayment in the amount of **\$5,000.00** payable to "City of Newburgh" by money order or guaranteed funds to the City of Newburgh Comptroller's Office. At closing, the downpayment amount shall be credited against the purchase price.

RESOLUTION NO.: _____ - 2019

OF

MARCH 25, 2019

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER
TO ENTER INTO AN AGREEMENT WITH THE COUNTY OF ORANGE
FOR THE SUMMER YOUTH EMPLOYMENT AND TRAINING PROGRAM TO
PROVIDE YOUNG PEOPLE TO WORK FOR THE CITY OF NEWBURGH
FOR THE SUMMER OF 2019**

WHEREAS, the County of Orange is once again offering a Summer Youth Employment and Training Program for the purpose of providing meaningful work experience for participants; and

WHEREAS, the City of Newburgh wishes to apply for 12 youth participants; and

WHEREAS, the City of Newburgh Recreation Department and the Department of Planning and Development have expressed an interest in using this program to provide summer jobs for young people and service to the City of Newburgh; and

WHEREAS, this Council finds that entering into the attached agreement with Orange County for this purpose 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 Interim City Manager be and he is hereby authorized to execute an agreement and other necessary documents with the County of Orange in order to participate in the Summer Youth Employment and Training Program which provides young people to work in the City of Newburgh for the Summer of 2019.

RESOLUTION NO.:_____ - 2019

OF

MARCH 25, 2019

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER
TO APPLY FOR AND ACCEPT IF AWARDED A GRANT FROM
THE NEW YORK STATE DEPARTMENT OF CRIMINAL JUSTICE SERVICES
UNDER THE GUN INVOLVED VIOLENCE ELIMINATION (“GIVE”) PARTNERSHIP
TO ENHANCE LAW ENFORCEMENT IN THE CITY OF NEWBURGH
TO ACHIEVE SUSTAINED, LONG-TERM CRIME REDUCTION
IN AN AMOUNT NOT TO EXCEED \$430,000.00
WITH NO CITY MATCH FOR THE PERIOD JULY 1, 2019 TO JUNE 30, 2020**

WHEREAS, the City of Newburgh wishes to apply for and accept a Grant Award in an amount not to exceed \$430,000.00 under the Division of Criminal Justice Services Gun Involved Violence Elimination (“GIVE”) Partnership; and

WHEREAS, the GIVE Grant Program provides funding to the the City of Newburgh for the Group Violence Intervention and Hotspot Policing Strategies and will continue to support emerging hotspot patrols, long term hotspot foot patrols, investigations of shootings/homicides involving identified group members, the Youth and Police Initiative, the Crime Analyst position and a field intelligence officer position and partially fund an investigator position; and

WHEREAS, the Program funding shall be for New York State fiscal year beginning July 1, 2019 and ending June 30, 2020; and

WHEREAS, the Program will enhance enforcement and prosecution efforts against crime in the City of Newburgh and no City matching funds are required, except the City of Newburgh will be responsible for certain fringe benefit costs which are not covered by the grant; and

WHEREAS, this Council has determined that accepting such funding is in the best interests of the City of Newburgh and the safety of its residents and visitors alike;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and he hereby is authorized to apply for and accept if awarded a grant award from the New York State Department of Criminal Justice Services under the Gun Involved Violence Elimination (“GIVE”) Partnership, in an amount not to exceed \$430,000.00 with no City match required for New York State Fiscal Year beginning July 1, 2019 and ending June 30, 2020, to be used to carry out the program; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.

RESOLUTION NO.: _____ - 2019

OF

MARCH 25, 2019

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO ACCEPT
A NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT IN THE AMOUNT OF
\$152,592.00 TO FUND A CITY OF NEWBURGH POLICE DETECTIVE IN SUPPORT OF
THE NON-FATAL SHOOTINGS INITIATIVE PROGRAM**

WHEREAS, the City of Newburgh has been awarded a New York State Division of Criminal Justice Services Edward Byrne Memorial Justice Assistance Grant in the amount of \$152,592.00; and

WHEREAS, such grant funding will be used to fully fund a City of Newburgh Police Detective position including fringe benefits and overtime to work with the Orange County District Attorney Investigator and the City's Crime Analyst in support of the Non-Fatal Shootings Initiative Program; and

WHEREAS, this Council has determined that accepting such grant would be in the best interests of the City of Newburgh and the City of Newburgh Police Department;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and he is hereby authorized to accept from the New York State Division of Criminal Justice Services Edward Byrne Memorial Justice Assistance Grant in the amount of \$152,592.00 to fund a City of Newburgh Police Detective position in support of the Non-Fatal Shootings Initiative Program; and

BE IT FURTHER RESOLVED, that the Interim City Manager is authorized to execute any documents and to take appropriate action to effectuate the purposes of the grant and the program funded thereby.

RESOLUTION NO.: _____ - 2019

OF

MARCH 25, 2019

**A RESOLUTION AUTHORIZING THREE AGREEMENTS WITH
ENDEAVOR MUNICIPAL DEVELOPMENT, INC.
FOR GRANT CONSULTING SERVICES IN AN AMOUNT
NOT TO EXCEED \$24,000.00 PER AGREEMENT FOR A 12 MONTH PERIOD**

WHEREAS, the City has obtained 3 proposals for professional grant consulting services to assist the City of Newburgh with grant research and writing support services; and

WHEREAS, Endeavor Municipal Development, Inc. has submitted 3 proposals, one each for general grant services, water service grant services, and wastewater/sewer grant services with similar scopes of work to include, but not be limited to, develop funding sources for current projects; explore funding options and eligibility for future projects; research, preparation, submission and appropriate follow up for all targeted governmental and non- governmental funding applications and the development and implementation of a project management system; and to work with appropriate City staff; and

WHEREAS, funding for said professional grant consulting services will be derived from A.1230.0448 – Other Services, F.8330.0448, and G.8120.0448; and

WHEREAS, this Council finds that entering into 3 agreements with Endeavor Municipal Development, Inc. for professional grant consulting services is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and he is hereby authorized to enter into 3 agreements with Endeavor Municipal Development, Inc. for professional grant consulting services in a total amount not to exceed \$24,000.00 per agreement for a 12 month period.

RESOLUTION NO.: _____-2019

OF

MARCH 25, 2019

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
SUPPORTING AN ART PROJECT OF
THE NEWBURGH ENLARGED CITY SCHOOL DISTRICT
IN COLLABORATION WITH HABITAT FOR HUMANITY OF GREATER NEWBURGH**

WHEREAS, the Newburgh Enlarged City School District (the “District”) in collaboration with Habitat for Humanity of Greater Newburgh (“Habitat”) has proposed to install student art work on the windows of vacant buildings awaiting rehabilitation; and

WHEREAS, the buildings proposed for the installation of the student art work are located at 324 Robinson Avenue, 114, 116, 118, 122, 124, 126, and 128 William Street; and

WHEREAS, the art work is proposed to be installed on the boards of the windows of the vacant buildings and will be non-permanent and removable and the project sponsors will take reasonable efforts to comply with regulations applicable to the East End Historic District and Section 129-8 of the City Code addressing the boarding of buildings or structures as follows:

- All broken glass shall be removed from the doors or windows of said buildings or structures;
- All openings shall be entirely boarded up with either plywood or pressboard having a minimum thickness of 3/8 inch;
- All art work will be applied to plywood or pressboard used in boarding up with the color and quality of the paint is subject to the approval of the Building Inspector; and
- All openings which are not within 10 feet of ground level at their lowest point and which are not readily accessible from ground level or from neighboring buildings or structures shall have a one-square-foot opening on the top of the enclosure which shall be covered by a quarter-inch wire mesh screen. Louvers may be used in place of the wire mesh screen, provided that they do not inhibit the ventilation; and

WHEREAS, the City of Newburgh (the “City”) wishes to support the District’s art programs;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Council of the City of Newburgh hereby supports the collaborative art project of the Newburgh Enlarged City School District and Habitat for Humanity of Greater Newburgh for the installation of student artwork on boards of the windows of vacant buildings located at 324 Robinson Avenue, 114, 116, 118, 122, 124, 126, and 128 William Street in the City of Newburgh subject to the conditions herein stated.

LOCAL LAW NO.: _____ - 2019

OF

_____, 2019

**A LOCAL LAW ENACTING CHAPTER 60 TO THE CODE OF ORDINANCES
OF THE CITY OF NEWBURGH ENTITLED
“MUNICIPAL IDENTIFICATION CARD PROGRAM”**

BE IT ENACTED, by the Council of the City of Newburgh, New York that Chapter 60 “Municipal Identification Card Program” be and is hereby enacted as follows:

SECTION 1 - TITLE

This Local Law shall be referred to as “A Local Law Enacting Chapter 60 entitled ‘Municipal Identification Card Program’ to the Code of Ordinances of the City of Newburgh”.

SECTION 2 - AMENDMENT

The Code of Ordinances of the City of Newburgh is hereby amended to enact new Chapter 60 entitled “Municipal Identification Card Program” to read as follows:

§ 60-1 Legislative findings, intent and purpose.

- A. The City Council of the City of Newburgh finds that many residents of the City of Newburgh often do not have access to various forms of identification and therefore have difficulty obtaining services, such as bank accounts, health care and access to public and government buildings. This barrier leaves thousands of individuals, including, but not limited to, immigrants, homeless persons, transgender persons, senior citizens, young people, and the formerly incarcerated, without access to critical services. It is the intent of the City Council to continue the City of Newburgh’s status as a fair and welcoming center for all residents without regard to a person’s race, national origin, religion, sex, sexual orientation, gender identity, disability, immigration, housing, or financial status.
- B. Residents’ lack of access to acceptable forms of identification also raises public safety concerns for the City of Newburgh. Residents without access to bank accounts often carry large amounts of money on their person or store it in their home making them targets for crime. In addition, residents who cannot produce proof of identity are often reluctant to report crimes to the police that they suffer or witness. Studies show that immigrant populations in particular are victimized by crime at rates similar to or greater than the general population but immigrant populations report crime at lower rates than the general

population. The under-reporting of crime poses a serious public safety problem and erodes the ability of law enforcement to function effectively in the City of Newburgh.

- C. A City of Newburgh identification card would help reduce the impact of the barriers to services outlined above, improve public safety, and foster pride and participation in the community. A City of Newburgh identification card would encourage crime reporting and witness cooperation and support a safer community. A City of Newburgh identification card also could assist more City residents to open bank accounts, access public facilities, receive resident discounts when available from local businesses, events, and arts institutions. A City of Newburgh identification card would benefit children and youth who become lost and normally possess no identification or emergency contact information and elderly citizens who no longer drive and may not possess a valid driver's license. Therefore, it is in the best interests of the City of Newburgh and its residents to issue its own municipal identification card.
- D. By authorizing and creating a municipal identification card program, the City Council does not intend to expand identification requirements for access to basic services or exercise of constitutional rights. The City of Newburgh municipal identification program should not be used to require individuals to produce government-issued identification to access services and benefits where such identification is not now required, such as registering to vote or casting a ballot.

§ 60-2 Disclaimer.

The City of Newburgh is providing the City of Newburgh Municipal Identification Card for identification and access to services provided by the City of Newburgh. The City of Newburgh does not act as a guarantor or warrantor of either of the information provided by the applicant for a City of Newburgh Municipal Identification Card or of/against acts, criminal or otherwise, committed by the individual(s) while possessing or using a City of Newburgh Municipal Identification Card. The City of Newburgh does not waive any of its protections afforded under Federal, State or local laws, processing and/or issuing the City of Newburgh Municipal Identification Card.

§ 60-3 City of Newburgh Municipal Identification Card Program.

- A. The City of Newburgh hereby establishes a City of Newburgh municipal identification card program. The City of Newburgh municipal identification card shall be issued to individuals who can prove their identity and residency in accordance with the terms of this chapter. The City Clerk shall be designated to administer the City of Newburgh Municipal Identification Card Program.
- B. The City Clerk shall act as the custodian of all records and applications and undertake the development of all policies and procedures necessary to implement the City of Newburgh Municipal Identification Card Program.

§ 60-4 Definitions.

CITY OF NEWBURGH or CITY means The City of Newburgh, a municipal corporation, or any department, agency, board or commission thereof.

CITY OF NEWBURGH MUNICIPAL IDENTIFICATION CARD or CITY OF NEWBURGH IDENTIFICATION CARD means an identification card issued by the City of Newburgh pursuant to Section 60-y of this Chapter.

RESIDENT means a person who can establish that he or she is a current resident of the City of Newburgh.

§ 60-5 Issuance of City of Newburgh Municipal Identification Cards.

- A. The City of Newburgh Municipal Identification Card shall be available to any resident of the City of Newburgh over the age of 14, provided that such resident is able to meet the requirements for establishing his or her identity and residency as set forth in this chapter.
- B. Applications for a City of Newburgh Municipal Identification Card shall be made on a form specified by the City Clerk. Each application for a new City of Newburgh Municipal Identification Card shall be accompanied by a fee as established in Chapter 163 “Fees” of the Code of Ordinances of the City of Newburgh.
- C. The City of Newburgh Municipal Identification Card shall display, at a minimum, the cardholder’s photograph, name, date of birth, and expiration date. The City of Newburgh Municipal Identification Card shall be designed in a manner to deter fraud, which may include bar codes, serial numbers, watermarks, the City seal and/or other security measures.
- D. The City of Newburgh Municipal Identification Card shall be valid for a period of four (4) years from the date of issuance and may thereafter be renewed for a fee as established in Chapter 163 “Fees” of the Code of Ordinances of the City of Newburgh. A City of Newburgh Municipal Identification Card maybe replaced or information changed for a fee established in Chapter 163 “Fees” of the Code of Ordinances of the City of Newburgh.
- E. Fees for any new, renewed, or replacement City of Newburgh Municipal Identification Card may be waived by the City Clerk based on information presented with the application and approved by the City Manager.
- F. The City Clerk may require applicants to schedule an appointment for the purpose of the orderly administration of the City of Newburgh Municipal Identification Card Program.

§ 60-6 City of Newburgh Municipal Identification Card eligibility

In order to obtain a City of Newburgh Municipal Identification Card, an applicant must establish proof of identity and proof of residency within the City of Newburgh. The City of Newburgh

Municipal Identification Card Program shall implement the following point system to determine whether applicants are able to prove identity and residency in the City of Newburgh. A total of 5 points of proof are required. An applicant must attain 4 points of identification and 1 point of residency. All documents submitted must be original or certified copies and bear the required state and/or municipal seals. If the applicant is a minor, the proof must be submitted on behalf of said minor by the applicant's parent(s), legal guardian, or by a court of competent jurisdiction.

- A. Proof of identity. In order to establish identity, an applicant shall be required to attain four points of identification by producing at least one of the following document from List One (four points), current or expired not more than five years prior to the date of the City of Newburgh Municipal Identification Card application, or one document from List Two (three points) along with one document from List Three (one point).
 - 1. List one (four-point documents): United States or foreign birth certificate; United States or foreign passport; United States state driver's license; United States state identification card; United States permanent resident card; a consular identification card; a photo identification card with name, address, date of birth, and expiration date issued by another country to its citizens or nationals as an alternative to a passport for reentry to the issuing country; a national identification card with photo, name, date of birth, and expiration date; a foreign driver's license; United States or foreign military identification card; a current visa issued by a government agency.
 - 2. List Two (three-point documents): United States citizenship and naturalization certificate; United States federal government or tribal-issued photo ID; state veterans ID with photo.
 - 3. List Three (one-point document): social security card; EBT card; high school or college diploma; ITIN (individual taxpayer identification number) card or authorization letter (must be accompanied by an ID with a photograph); voter registration card.
- B. Proof of residency. In order to establish residency, an applicant shall be required to produce at least one of the following items which must show the applicant's name and residential address located within the City of Newburgh and must be dated no more than 60 days prior to the date such document is presented, unless otherwise indicated below:
 - 1. A utility bill;
 - 2. A current residential property lease;
 - 3. A local property tax statement dated within one year of the date it is submitted;
 - 4. A local real property mortgage payment receipt;
 - 5. A bank account statement;
 - 6. Proof that the applicant has a minor child currently enrolled in a school located within the Newburgh Enlarged City School District based on a City of Newburgh address;
 - 7. An employment pay stub;
 - 8. A jury summons or court order issued by a federal or state court;

9. A federal or state income tax or refund statement dated within one year of the date it is submitted;
10. An insurance bill dated within one year of the date it is submitted (homeowner, renter, health, life, or automobile insurance);
11. Written verification issued by a homeless shelter located within the municipality that confirms at least 15 days' residency;
12. Written verification issued by a hospital, health clinic or social services agency located within the City of Newburgh confirming at least 15 days' residency.

§ 60-7 Confidentiality

- A. The records relating to the application and issuance of City of Newburgh Municipal Identification Card shall be maintained in accordance with the law.
- B. The City of Newburgh will make the best efforts to protect the confidentiality of all City of Newburgh Municipal Identification Card applicants to the maximum extent allowable by federal and state law.
- C. The City of Newburgh shall not disclose information obtained from an applicant for a City of Newburgh Municipal Identification Card to any public or private entity or individual, including federal, state, or city immigration or law enforcement entities, unless:
 1. Authorized in writing by the individual to whom such information pertains, or if such individual is a minor or is otherwise not legally competent, by such individual's parent or legal guardian; or
 2. So-ordered by a court of competent jurisdiction whose decisions are binding on the City of Newburgh; or
 3. Requested by a City of Newburgh department for the limited purpose of administering the program or determining the applicant's eligibility for additional benefits, services, or care, provided that such disclosure complies with all applicable federal and state privacy laws and regulations.
- D. The City Clerk's office shall not retain original or copies of documents provided by an applicant to prove identity or residence when applying for a City of Newburgh Municipal Identification Card. The City Clerk's office nor will not retain any listing of such documents. Any documentation provided by the applicant during the application process shall be immediately returned to the applicant after the City of Newburgh Municipal Identification Card is printed. A statement will be included on the application form indicating that the City Clerk's office has reviewed the applicable documentation submitted by the applicant, and such official in the City Clerk's office will initial the application showing that the qualifying documentation has been submitted, but not retained, in connection with the application.

§ 60-8 Access to services

- A. All City of Newburgh municipal departments, agencies and offices, and appropriate municipal employees, including law enforcement officers, may accept the City of Newburgh Municipal Identification Card as proof of identity and residency, except where acceptance of the City of Newburgh Municipal Identification Card is prohibited by or conflicts with state or federal law.
- B. The City may take reasonable efforts to publicize the benefits and promote the acceptance of the City of Newburgh Municipal Identification Card within the City of Newburgh.
- C. The City of Newburgh municipal, departments, agencies, employees, and offices may not require the possession of a City of Newburgh Municipal Identification Card where identification is not already required in order to obtain City services; provided, however, that the City of Newburgh municipal departments, agencies, employees, and offices may require the possession of a City of Newburgh Municipal Identification Card to obtain benefits or privileges offered exclusively to those who possess a City of Newburgh Municipal Identification Card as an incentive to apply for the municipal identity card.
- D. The City will train appropriate municipal personnel, municipal offices, and law enforcement officers to ensure that the City of Newburgh Municipal Identification Card is effectively accepted for its intended use as is outlined in this chapter.

§ 60-9 Language assistance

The City may, consistent with all federal, state and local laws, use reasonable efforts to provide language assistance to applicants for the City of Newburgh Municipal Identification Card to facilitate access thereto. The City may use reasonable efforts to interpret foreign documents but applicants are responsible to provide translation of documents used to support an application for the City of Newburgh Municipal Identification Card.

§ 60-10 Violations; penalties for offenses

It is a violation of this chapter for any person or entity to undertake any of the following acts. A fine of no more than \$100 may be imposed for each violation.

- A. To knowingly present false information in the course of applying for a City of Newburgh Municipal Identification Card.
- B. To alter, copy, or replicate a City of Newburgh Municipal Identification Card without the authority of the City.
- C. To use a City of Newburgh Municipal Identification Card issued to another person, with the intent to cause a third person or entity to believe the holder of the card is the person to whom the card was issued.

SECTION 4 - SEVERABILITY

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

SECTION 5 - CODIFICATION

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

SECTION 6 - VALIDITY

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

SECTION 7 - EFFECTIVE DATE

This Local Law shall be effective on _____, 2019 and after the filing in the Office of the New York State Secretary of State in accordance with the provisions of New York State Municipal Home Rule Law.

RESOLUTION NO.:_____ - 2019

OF

MARCH 25, 2019

**RESOLUTION SCHEDULING A PUBLIC HEARING FOR APRIL 8, 2019
TO HEAR PUBLIC COMMENT CONCERNING A LOCAL LAW ENACTING
CHAPTER 60 ENTITLED “MUNICIPAL IDENTIFICATION CARD PROGRAM”
OF THE CODE OF ORDINANCES 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 “A Local Law Enacting Chapter 60 entitled ‘Municipal Identification Card Program’ of the Code of Ordinances of the City of Newburgh”; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 8th day of April, 2019, in the 3rd Floor Council Chambers, 83 Broadway, City Hall, Newburgh, New York.

ORDINANCE NO.: _____ - 2019

OF

_____, 2019

AN ORDINANCE AMENDING CHAPTER 163
ENTITLED "FEES" OF THE CODE
OF THE CITY OF NEWBURGH

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

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

§ 163-1. Schedule of Code Fees.

Code Section	Type of Fee	Amount
<u>Chapter 60, Municipal Identification Card Program</u>		
<u>§ 60-5</u>	<u>Application fee</u>	<u>\$10.00 (adult)</u> <u>\$5.00 (under 18 or over 62,</u> <u>veteran, disabled)</u>
	<u>Renewal fee</u>	<u>\$5.00</u>
	<u>Replacement or change of information fee</u>	<u>\$5.00</u>

Section 2. This ordinance shall take effect on _____ and upon the filing of Local Law No. -2019 of _____, 2019 in the Office of the New York State Secretary of State in accordance with the provisions of New York State Municipal Home Rule Law.

Underlining denotes additions.

~~Strikethrough~~ denotes deletions.

RESOLUTION NO.: _____ - 2019

OF

MARCH 25, 2019

**A RESOLUTION APPOINTING CHRISTINA E. AMATO,
SARAH BECKHAM HOOFF AND MICHAEL KELLY
TO FILL VACANCIES ON THE BOARD OF DIRECTORS OF THE
CITY OF NEWBURGH INDUSTRIAL DEVELOPMENT AGENCY**

WHEREAS, the City of Newburgh Industrial Development Agency has notified the City Council of three vacancies on its Board of Directors and has recommended three candidates to fill those vacancies; and

WHEREAS, the City Council has determined that appointing three members to the Board of Directors of the City of Newburgh Industrial Development Agency 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 following individuals be and are hereby appointed as members of the Board of Directors of the City of Newburgh Industrial Development Agency:

Christina E. Amato
Sarah Beckham Hooff
Michael Kelly; and

BE IT FURTHER RESOLVED, that this resolution shall take effect immediately.