



CITY OF NEWBURGH  
COUNCIL MEETING AGENDA  
February 10, 2014  
7:00 pm

Mayor:

1. Prayer
2. Pledge of Allegiance

City Clerk:

3. Roll Call

Presentations:

4. February is proclaimed Black History Month in the City of Newburgh

Communications:

5. Approval of the minutes of the meeting of January 27, 2014

Proposed Public Hearings:

6. (Res. 23) A resolution scheduling a public hearing for February 24, 2014 to hear public comment concerning a local law amending Section C3.00 entitled "municipal officers enumerated", rescinding Article XIII entitled "the Department of Human Services" in its entirety and replacing said Article XIII to provide for the creation of "the Department of Recreation" within the Charter of the City of Newburgh.

Comments from the public regarding the agenda:

Comments from the Council regarding the agenda:

City Manager's Report:

7. Resolution No. 24-2014  
A resolution declaring a spring shackle to be surplus equipment and donating same to the Coldenham Fire Department.

8. Resolution No. 25-2014  
A resolution authorizing the Interim City Manager or the Chief of Police as manager's designee to execute an inter-municipal agreement with the County of Orange confirming the City of Newburgh's participation in the Stop DWI Program for the enforcement period of January 30, 2014 to January 1, 2015 and providing the City of Newburgh with an award not to exceed \$2,959.00 covering 60 man hours for the first enforcement period of 2014 (March 13, 2014 to May 31, 2014) and which includes an award in an amount not to exceed \$5,544.00 for the Stop DWI Crackdown Enforcement.
9. Resolution No. 26-2014  
A resolution authorizing the Interim City Manager to apply for and accept if awarded a grant in an amount of \$20,000.00 from the New York State Office of Parks, Recreation and Historic Preservation Certified Local Government Grant Program to update the East End Historic District inventory requiring a City match of \$5,800.00 to be provided through in-kind services.
10. Resolution No. 27-2014  
A resolution authorizing an extension of time to complete the contract work with DN Tanks, Inc. and the execution of a no-cost change order in connection with the Marne Avenue Water Storage Tank Replacement Project.
11. Resolution No. 28-2014  
A resolution authorizing the Interim City Manager to execute a contract with Barton & Loguidice, P.C. for professional engineering services in an amount not to exceed \$19,000.00 to assist the City of Newburgh in making application to the New York State Environmental Facilities Corporation Storm Mitigation Loan Program for the Liberty Street and Grand Street Combined Sanitary Sewer Improvements Project for grant funding and zero-interest loan financing at an estimated project cost of \$1,150,800.00.
12. Resolution No. 29-2014  
A resolution authorizing the Interim City Manager to apply for and accept if awarded grant funding and zero-interest loan financing from the New York State Environmental Facilities Corporation Storm Mitigation Loan Program for the Liberty Street and Grand Street Combined Sanitary Sewer Improvements Project at an estimated project cost of \$1,150,800.00.
13. Resolution No. 30-2014  
A resolution authorizing the Interim City Manager to execute Amendment No. 3 to the contract with Malcolm Pirnie Arcadis to complete the construction phase of the Wastewater Treatment Plant Water Pollution Control Plan Solids Handling Systems Project at a cost not to exceed \$12,500.00

14. Resolution No. 31-2014  
A resolution appointing Richard Harper as Chairman of the Conservation Advisory Council pursuant to Local Law No. 1-2013 of August 19, 2014.
15. Resolution No. 32-2014  
A resolution authorizing the interim City Manager to enter into an agreement with PEC Group of New York, Inc. to provide for security services in City Hall.
16. Resolution No. 33-2014  
A resolution authorizing the interim City Manager to enter into an agreement with CS ARCH for services in connection with the relocation of the City of Newburgh archival records to 123 Grand Street at a cost of \$19,500.00 and amending Resolution No. 247-2013, the 2014 Budget for the City of Newburgh, New York to provide such funding.
17. Resolution No. 34-2014  
A resolution granting Tyler Roebuck an extension of time to purchase real property known as 127 Montgomery Street and amending the terms of sale to provide for such extension.
18. Resolution No. 35-2014  
A resolution granting Jose Sanchez and Luz Maria Sanchez an extension of time to repurchase real property known as 70 Grove Street.
19. Resolution No. 36-2014  
A resolution appointing a president pro tem of the City Council of the City of Newburgh.

Old Business:

New Business:

Public Comments Regarding General Matters of City Business:

Further Comments from the Council:

Adjournment:

RESOLUTION NO.: 23 - 2014

OF

FEBRUARY 10, 2014

RESOLUTION SCHEDULING A PUBLIC HEARING FOR FEBRUARY 24, 2014  
TO HEAR PUBLIC COMMENT CONCERNING A LOCAL LAW AMENDING  
SECTION C3.00 ENTITLED "MUNICIPAL OFFICERS ENUMERATED",  
RESCINDING ARTICLE XIII ENTITLED "THE DEPARTMENT OF HUMAN  
SERVICES" IN ITS ENTIRETY AND REPLACING SAID ARTICLE XIII TO  
PROVIDE FOR THE CREATION OF "THE DEPARTMENT OF RECREATION"  
WITHIN THE CHARTER 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 entitled "A Local Law amending Section C3.00 entitled 'Municipal Officers Enumerated,' Rescinding Article XIII entitled 'Department of Human Services' in its entirety and replacing said Article XIII to provide for the creation of the 'Department of Recreation' within the Charter 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 24<sup>th</sup> day of February, 2014, in the 3<sup>rd</sup> Floor Council Chambers, City Hall, 83 Broadway, Newburgh, New York.

LOCAL LAW NO.: \_\_\_\_\_ - 2014

OF

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A LOCAL LAW AMENDING SECTION C3.00 ENTITLED "MUNICIPAL OFFICERS ENUMERATED", RESCINDING ARTICLE XIII ENTITLED "THE DEPARTMENT OF HUMAN SERVICES" IN ITS ENTIRETY AND REPLACING SAID ARTICLE XIII TO PROVIDE FOR THE CREATION OF "THE DEPARTMENT OF RECREATION" WITHIN THE CHARTER OF THE CITY OF NEWBURGH

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

**SECTION 1 - TITLE**

This Local Law shall be referred to as "A Local Law amending Section C3.00 entitled 'Municipal Officers Enumerated,' Rescinding Article XIII entitled 'Department of Human Services' in its entirety and replacing said Article XIII to provide for the creation of the 'Department of Recreation' within the Charter of the City of Newburgh".

**SECTION 2. PURPOSE AND INTENT**

All of the citizens of the City of Newburgh highly value the many parks and recreational facilities located in and operated and administered by the City. The City's parks and facilities offer vital opportunities to every resident to recreate, exercise, and enjoy invigorating activities to foster growth through individual and group activities and programs.

The children and youth of the City of Newburgh should be provided with the various opportunities, programs, services and facilities which the City can offer to foster their healthy growth and development into the successful adult citizens of tomorrow. The citizens of the City of Newburgh who have reached advanced years also should be provided with the various opportunities, programs, services and facilities which the City can offer to this group of special citizens who have greatly contributed to the welfare and well-being of their community and their fellow citizens and may have come to require special consideration in meeting the particular needs of their status and condition. The City government shall do all it can to offer children and youth all of the services and programs possible and available to maintain and to promote the health and well-being of family members.

These functions of City government have achieved a prominent role in maintaining a high quality of life for the citizens of the City. It is therefore appropriate and necessary for the Charter of the

~~Strikethrough~~ denote deletions

Underlining denotes additions

City of Newburgh to be amended to provide the appropriate structures and staffing organization to properly support the administration and operation of these vital functions.

### SECTION 3. AMENDMENTS TO CITY CHARTER

§ C 3.00, Paragraph C of the City Charter is hereby amended as follows:

The officers of the city or municipality shall be as follows:

C. One Corporation Counsel, one City Comptroller, one City Assessor, one City Collector, one City Purchasing Agent, one City Engineer, one Superintendent of Public Works, one Superintendent of Water, one Police Chief, one Fire Chief, one Building Inspector, one Plumbing Inspector, one Registrar of Vital Statistics, one Deputy Registrar of Vital Statistics and one Director of Human Services Recreation Director.

Article XIII of the City Charter is hereby rescinded in its entirety and the following is substituted therefor:

Article XIII. Department of Recreation

§ C 13.00. Department established.

There is hereby created and established a Department of Recreation. It shall be headed by a Recreation Director. The Department of Recreation shall include a Youth Bureau.

§ C 13.01. Recreation Director.

The Recreation Director shall, subject to the supervision and oversight of the City Manager, have supervision and control of the Recreation Department and shall oversee and coordinate the administration and functions of the Youth Bureau. The Recreation Director shall be appointed by the City Manager, shall report directly to the City Manager, and in addition to having immediate responsibility for the operations of the Department shall have responsibility for such other functions and duties as may be assigned by the City Manager.

§ C 13.02. Department scope, powers and duties.

The Department of Recreation shall administer, supervise, plan, promote and conduct recreation activities and programs on City-owned recreational facilities, as well as other recreation activities approved by the City.

§ C 13.03. Youth Bureau.

There shall be a Youth Bureau within the Department of Recreation which shall develop, arrange, promote, administer, supervise and conduct recreational and other programs for the City's youth. The Youth Bureau shall be supervised by the Recreation Director.

**SECTION 4. 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 5 - EFFECTIVE DATE**

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

RESOLUTION NO.: 24-2014

OF

FEBRUARY 10, 2014

**A RESOLUTION DECLARING A SPRING SHACKLE TO BE SURPLUS EQUIPMENT  
AND DONATING SAME TO THE COLDENHAM FIRE DEPARTMENT**

WHEREAS, the City of Newburgh Department of Public Works ("DPW") possesses a spring shackle, which is no longer of value or use to the City; and

WHEREAS, the Coldenham Fire Department has expressed an interest in taking possession of same; and

WHEREAS, this Council has determined that donating such spring shackle to the Coldenham Fire Department is in the best interest of each entity;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the spring shackle be declared surplus by the City of Newburgh and donated to the Coldenham Fire Department.

RESOLUTION NO.: 25 - 2014

OF

FEBRUARY 10, 2014

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER OR THE CHIEF OF POLICE AS MANAGER'S DESIGNEE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE COUNTY OF ORANGE CONFIRMING CITY OF NEWBURGH PARTICIPATION IN THE STOP-DWI PROGRAM FOR THE ENFORCEMENT PERIOD OF JANUARY 30, 2014 TO JANUARY 1, 2015 AND PROVIDING THE CITY OF NEWBURGH WITH AN AWARD NOT TO EXCEED \$2,959.00 COVERING 60 MAN-HOURS FOR THE FIRST ENFORCEMENT PERIOD OF 2014 (MARCH 13, 2014 - MAY 31, 2014) AND WHICH INCLUDES AN AWARD IN AN AMOUNT NOT TO EXCEED \$5,544.00 FOR STOP-DWI CRACKDOWN ENFORCEMENT**

WHEREAS, the County of Orange (hereinafter "County") has provided the City of Newburgh (hereinafter "City") with an Inter-Municipal Agreement for a full year of participation to provide for the funding of the STOP-DWI Program within the City of Newburgh for the enforcement period of January 30, 2014 and ending January 1, 2015; and

WHEREAS, the City of Newburgh agrees to participate in three (3) STOP DWI Program enforcement campaign periods as follows: First Enforcement Period - March 13, 2014 through May 31, 2014, which includes St. Patrick's Day and the Memorial Day holiday weekend; Second Enforcement Period - July 1, 2014 through September 2, 2014, which includes the Independence Day and Labor Day holiday weekend enforcement campaigns; and the Third Enforcement Period - October 13, 2014 through January 1, 2015, which includes Thanksgiving, Christmas and New Years holiday enforcement campaigns; and

WHEREAS, the County shall reimburse the City of Newburgh for increased patrol and court time in connection with enhanced enforcement of laws prohibiting driving while intoxicated; and

WHEREAS, based on the data submittals submitted for the prior year the City of Newburgh is eligible for an award not to exceed \$2,959.00 covering 60 man-hours for the First Enforcement Period of 2014; and

WHEREAS, the County will notify the City in writing of its eligibility for awards, if any, for the second and third enforcement periods of 2014 by a separate written award letter prior to the commencement of each such enforcement period; and

WHEREAS, in addition this contact has an award identified in Schedule A-2 of the annexed agreement for an amount not to exceed \$5,544.00 from the STOP DWI Crackdown Enforcement Grant from the New York Governor's Traffic Safety Committee which will be administered through the County's Stop DWI Program to support the following 2014 enforcement campaign periods: Super Bowl Weekend: January 31 - February 3, 2014; St. Patrick's Day Holiday Weekend: March 14, 2014 through and including March 18, 2014; Memorial Day Holiday Weekend: May 22, 2014 through and including May 29, 2014; Fourth of July: July 3, 2014 through and including July 7, 2014; National Enforcement Crackdown: August 15, 2014 through and including September 21, 2014; and

WHEREAS, this Council has determined that entering into such agreement would be in the best interests of the City of Newburgh;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the Interim City Manager or the Chief of Police as Manager's designee be and he is hereby authorized to execute an Inter-Municipal Agreement with the County of Orange confirming the City's participation in the STOP-DWI Program for the enforcement period of January 30, 2014 through January 1, 2015 and in order to fund the additional cost of stepped-up police patrols and related court appearances related to the First Enforcement Period of 2014 the City of Newburgh is eligible for an award not to exceed \$2,959.00 covering 60 man-hours and an additional award in an amount not to exceed \$5,544.00 for the STOP-DWI Crackdown Enforcement.



## INTER-MUNICIPAL AGREEMENT

**THIS INTER-MUNICIPAL AGREEMENT ("IMA")** is entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the County of Orange, a County of the State of New York, with its principal offices at 255-275 Main Street, Goshen, New York, by and through its Department of Emergency Services ("COUNTY"), and the City of Newburgh a City of the State of New York, with its principal offices at 55 Broadway, Newburgh, NY 12550, by and through its Police Department ("MUNICIPALITY").

### ARTICLE 1. SCOPE OF AGREEMENT

The COUNTY is a municipal corporation chartered under the authority of the State of New York. Among other powers and duties, the COUNTY, by and through its Department of Emergency Services, administers the COUNTY's Special Traffic Options Program for Driving While Intoxicated in accordance with New York State Vehicle and Traffic Law Section 1197 ("STOP DWI Program"). The purpose of the STOP DWI Program is to coordinate and fund Orange County's town, city, and village efforts to reduce alcohol-related traffic injuries and fatalities. To facilitate this goal the COUNTY and the MUNICIPALITY recognize that police patrol enforcement campaigns are an effective tool towards ensuring safe and sober roadways.

It is the intention of the COUNTY, in order to carry out the goals of the STOP DWI Program, to award to the MUNICIPALITY funds in the manner set forth on Schedule A to be used solely to reimburse the MUNICIPALITY for man-hours dedicated to enforcement campaigns during the applicable campaign periods as more particularly described on Schedule A. The expenditure of these funds and all activity of the MUNICIPALITY relating to such funds, shall be in full compliance with the terms and conditions of this IMA and federal, State of New York ("State"), and local laws.

### ARTICLE 2. TERM OF AGREEMENT

The term of this IMA shall commence on January 30th, 2014 and end January 11, 2015.

### ARTICLE 3. PROCUREMENT OF AGREEMENT

The MUNICIPALITY represents and warrants that no person or selling agency has been employed or retained by the MUNICIPALITY to solicit or secure this IMA upon an agreement for, or upon an understanding of, a commission, percentage, a brokerage fee, contingent fee

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

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this IMA without liability, entitling the COUNTY to immediately recover the funds paid hereunder from the MUNICIPALITY. This remedy, if effected, shall not constitute the sole remedy afforded the COUNTY for such falsity or breach, nor shall it constitute a waiver of the COUNTY's right to claim damages or to take any other action provided for by law or pursuant to this IMA.

### ARTICLE 4. CONFLICT OF INTEREST

The MUNICIPALITY represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have an interest, and shall not acquire an interest, directly or indirectly which would or may conflict in any manner or degree with the performance of this IMA. The MUNICIPALITY further represents and warrants that in the performance of this IMA, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the COUNTY, nor any person whose salary is payable, in whole or in part, by the COUNTY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this IMA or in the proceeds thereof, unless such person (1) is required by the Orange County Ethics Law, as amended from time to time, to submit a Disclosure form to the Orange County Board of Ethics, amends such Disclosure form to include his/her interest in this IMA, or (2) submits such a Disclosure form and (a) discloses his/her interest in this IMA, or (b)

seeks a formal opinion from the Orange County Ethics Board as to whether or not a conflict of interest exists.

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this IMA without liability, entitling the COUNTY to recover the funds. This remedy, if elected, shall not constitute the sole remedy afforded the COUNTY for such falsity or breach, nor shall it constitute a waiver of the COUNTY's right to claim damages or otherwise refuse payment to or to take any other action provided for by law in equity or, pursuant to this IMA.

#### **ARTICLE 5. ASSIGNMENT AND SUBCONTRACTING**

No party shall assign any of its rights, interest, or obligations under this IMA, or enter into a sub-contract relating to the funds, without the prior written consent of the COUNTY.

#### **ARTICLE 6. BOOKS AND RECORDS**

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

The MUNICIPALITY shall, within five (5) business days written notice from the COUNTY, have all records associated with the funds awarded and the enforcement campaigns available for a physical inspection and/or audit by the COUNTY.

#### **ARTICLE 7. RETENTION OF RECORDS**

MUNICIPALITY agrees to retain all books, records and other documents relevant to this IMA for six (6) years after the funds are delivered. The COUNTY, or any State and/or Federal auditors, and any other persons duly authorized by the COUNTY, shall have full access and the right to examine any of said materials during said period.

#### **ARTICLE 8. AUDIT BY THE COUNTY AND OTHERS**

All claimant certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said claimant's certification forms or invoices are based are subject to audit by the COUNTY. The MUNICIPALITY shall submit any and all documentation and justification in support of expenditures or fees under this IMA as may be required

by the COUNTY, so that it may evaluate the reasonableness of the charges, and the MUNICIPALITY shall make its records available to the COUNTY upon request. All books, claimant's certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the COUNTY, the State, the federal government, and/or other persons duly authorized by the COUNTY. Such audits may include examination and review of the source and application of all funds whether from the COUNTY and State, the federal government, private sources or otherwise. The MUNICIPALITY shall not be entitled to any interim or final payment under this IMA if any audit requirements and/or requests have not been satisfactorily met.

#### **ARTICLE 9. INDEMNIFICATION**

The MUNICIPALITY agrees to defend, indemnify and hold harmless the COUNTY, its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including reasonable attorney fees and costs of litigation and/or settlement) arising out of any act or omission of the MUNICIPALITY, its employees, representatives, subcontractor, assignees, or agents, relating to this IMA or the funds.

#### **ARTICLE 10. TERMINATION**

The COUNTY may, by written notice to the MUNICIPALITY, effective upon mailing, terminate this IMA in whole or in part at any time (i) for the COUNTY's convenience, (ii) upon the failure of the MUNICIPALITY to comply with any of the terms or conditions of this IMA, or (iii) upon the MUNICIPALITY becoming insolvent or bankrupt.

Upon termination of this IMA, the MUNICIPALITY shall comply with any and all COUNTY closeout procedures, including, but not limited to, (i) accounting for and refunding to the COUNTY within thirty (30) days, any unexpended funds which have been paid and/or transferred to MUNICIPALITY pursuant to this IMA; and (ii) furnishing within thirty (30) days an inventory to the COUNTY of all equipment, appurtenances and property purchased by MUNICIPALITY through or provided under this IMA, and carrying out any COUNTY directive concerning the disposition thereof.

Notwithstanding any other provision of this IMA, the MUNICIPALITY shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY, by virtue of the MUNICIPALITY's breach of this IMA or failure to perform in accordance with applicable standards.

Any rights and remedies of the COUNTY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this IMA.

**ARTICLE 11. GENERAL RELEASE**

The acceptance by the MUNICIPALITY, or its assignees, of the funds and of the terms of this IMA, shall constitute, and operate as a general release in favor of the COUNTY, from any and all claims of the MUNICIPALITY arising out of the performance of this IMA.

**ARTICLE 12. SET-OFF RIGHTS**

The COUNTY shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the COUNTY's right to withhold for the purposes of set-off any monies otherwise due to the MUNICIPALITY (i) under any other agreement or contract with the COUNTY, including any agreement or contract commencing prior to or after the term of this IMA, or (ii) from the COUNTY by operation of law.

**ARTICLE 13. GOVERNING LAW**

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

**COUNTY OF ORANGE**

By: \_\_\_\_\_  
Steven M. Neuhaus  
County Executive

DATE: \_\_\_\_\_

This IMA shall be governed by the laws of the State of New York. The MUNICIPALITY shall utilize the funds in accordance with this IMA and applicable provisions of all federal, State, and local laws, rules, and regulations.

**ARTICLE 14. ENTIRE AGREEMENT**

The rights and obligation of the parties and their respective agents, successors and assignees shall be subject to and governed by this IMA, including Schedule A and each award letter, which supersedes any other understandings or writings between or among the parties.

**ARTICLE 15. MODIFICATION**

No amendment or modification of any of the terms and/or conditions of this IMA shall be valid unless reduced to writing and signed by both parties. The COUNTY shall not be bound by any changes made to this IMA that is not made in compliance with the above, and which imposes on the COUNTY any financial obligation. Unless otherwise specifically provided for therein, the provisions of this IMA shall apply with full force and effect to any such amendment, modification or change order.

**MUNICIPALITY**

By: \_\_\_\_\_  
Name:  
Title:

DATE: \_\_\_\_\_

**SCHEDULE A-1**  
**NEW YORK STATE VEHICLE AND TRAFFIC LAW §1197 FUNDS**

**ENFORCEMENT CAMPAIGNS/AGREEMENT TO PARTICIPATE.**

MUNICIPALITY agrees to participate in three (3) STOP DWI Program enforcement campaign periods as follows:

First Enforcement Period - March 13, 2014 through May 31, 2014, which includes St. Patrick's Day and the Memorial Day holiday weekend.

Second Enforcement Period - July 1, 2014 through September 2, 2014, which includes the Independence Day and Labor Day holiday weekend enforcement campaigns.

Third Enforcement Period - October 13, 2014 through January 1, 2015, which includes Thanksgiving, Christmas, and the New Year's holidays enforcement campaigns.

Each of the three (3) enforcement campaigns coincides with State and national enforcement campaign efforts.

**DATA SUBMITTAL.**

MUNICIPALITY agrees to deliver to the COUNTY enforcement activity data in the form provided by the COUNTY, in its sole discretion, and required to be completed by the COUNTY, no later than ten (10) calendar days after the end of each enforcement period. Failure to timely submit the data may result in the MUNICIPALITY receiving the calculated minimum amount of hours/dollars for the next succeeding enforcement period or no award at all.

**AWARD OF FUNDS.**

Provided that MUNICIPALITY has performed in accordance with the terms of this IMA, the COUNTY, to the extent that funds are appropriated and available, will make up to three (3) awards of funds to support the MUNICIPALITY's STOP DWI Program enforcement campaigns. Each such award shall be data driven based upon the data submitted by the MUNICIPALITY to the COUNTY for enforcement activities occurring during the preceding enforcement period.

**FIRST ENFORCEMENT PERIOD AWARD.**

Based on data submittals from the MUNICIPALITY for the prior enforcement period October 14, 2013 through January 1, 2014, which submittals were required to be submitted to the COUNTY pursuant to a separate IMA between MUNICIPALITY and COUNTY, MUNICIPALITY is eligible for an award **not to exceed \$2959 covering 60 Man-Hours** for the **first enforcement period of 2014**. The actual award payment to MUNICIPALITY shall be that amount earned as a result of man-hours expended by the MUNICIPALITY for STOP DWI Program enforcement activities during each preceding enforcement period as supported by the data submitted by the MUNICIPALITY.

**WRITTEN NOTIFICATION OF AWARDS FOR THE SECOND AND THIRD ENFORCEMENT PERIODS OF 2014.**

COUNTY will notify MUNICIPALITY in writing of its eligibility for awards, if any, for the second and third enforcement periods of 2014 by a separate written award letter delivered to MUNICIPALITY prior to the

commencement of each such enforcement period. Each award letter shall state a not to exceed dollar value of the funds available to the MUNICIPALITY for reimbursement of man hours expended operating enforcement patrols during the applicable enforcement period and shall be annexed to and made a part of this IMA.



**2014 Grant Policies for High Visibility Road Checks/Saturation  
Patrols/DRE Call out  
During New York Crackdown Dates**

**Crackdowns Project:**

1. GTSC will only entertain one grant per county which must be submitted by the County STOP-DWI Coordinator to the NYS STOP-DWI Foundation.
2. You can apply for funding to participate in as many of the DWI crackdowns you wish.
3. GTSC funding can ONLY be used during the crackdown dates.
4. These details must be cooperative, multi-agency efforts.
5. All activities/expenses must be reported to the county STOP-DWI Coordinator within 30 days of the detail. (Forms will be provided)
6. You must do a press release or have a press conference about each detail for which you are funded.

**To receive reimbursement for the checkpoint/saturation patrols you must provide the following to the Grant Administrator:**

1. The STOP-DWI Coordinator must submit Enforcement Personnel Sheets (PS-1) for each department which participated in the crackdown. The PS-1 sheets must be completed by the enforcement agency and signed by a supervisor of the agency.
2. The STOP-DWI Coordinator must submit one expense total for each crackdown. Reimbursement under the grant will be payable to the County STOP-DWI Program
3. Each police agency will complete a detail activity sheet for each crackdown. The STOP-DWI Coordinator will then submit one summary sheet for the County to the GTSC.

**DRE Call OUTS:**

1. To apply for this portion of the funding you must have certified DRE's in your county other than the State Police. DRE call outs are eligible for the entire grant period October 1, 2013 – September 30, 2014.
- 2.
3. GTSC will reimburse the actual hourly rate and hours that the officer was called out up to a maximum of 4 hours per call out. Use the PS-1 sheet signed by the DRE's supervisor.
4. Before a DRE can be called out, the following must occur.
  - The arresting officer must have completed his entire SFST field test and see signs of impairment.
  - The officer must administer a breathalyzer test to determine the subject's BAC.
  - If the subject has a BAC of .16 or higher there is no reason to call a DRE. If the subject refuses the test and you think drugs may be involved you should consult with a DRE.
  - The only exception to this would be for serious injuries or fatal crash.

**To receive reimbursement for a call out you must provide the following:**

1. Submit a copy of the breathalyzer ticket or refusal form.
2. Copy of the DRE Face Sheet and the narrative.
3. Copy of the lab submission form.



**SCHEDULE A-2**  
**STOP DWI CRACKDOWN ENFORCMENT GRANT**

**STOP DWI CRACKDOWN ENFORCMENT GRANT**

New York State STOP-DWI Foundation, Inc. ("FOUNDATION") was awarded a STOP-DWI Crackdown Enforcement Grant from the New York Governor's Traffic Safety Committee. The grant, HS1-2014-NYS STOP DWI Found.-00195-(088) ("Grant") covers the fiscal year October 1, 2013 through September 30, 2014. Certain municipalities in Orange County have been allocated a not-to-exceed aggregate of NINETY SIX THOUSAND SIX HUNDRED EIGHTY FIVE DOLLARS (\$96,685), DOLLARS, which funds are payable to certain of those municipalities from the FOUNDATION through the COUNTY's STOP DWI Program.

From the Grant, MUNICIPALITY is eligible for an award not-to-exceed the sum of **FIVE THOUSAND FIVE HUNDRED FORTY-FOUR AND 00/100 DOLLARS (\$5544)** to support the following crackdown enforcement campaigns periods for 2014:

Super Bowl Weekend: January 31-February 3, 2014

St. Patrick's Day Holiday Weekend: March 14, 2014 through and including March 18, 2014

Memorial Day Holiday Weekend: May 22, 2014 through and including May, 29, 2014

Fourth of July: July 3, 2014 through and including July7, 2014

National Enforcement Crackdown: August 15, 2014 through and including September 21, 2014

Each campaign coincides with New York State and national enforcement campaign efforts.

*MUNICIPALITY acknowledges that the not-to-exceed sum stated above for crackdown enforcement campaigns is **NOT** a guaranteed sum, but instead the maximum amount it could potentially be awarded based on MUNICIPALITY's performance during previous enforcement campaigns as calculated by the COUNTY in its sole and absolute discretion based on MUNICIPALITY's data submittals.*

**DATA SUBMITTAL.**

MUNICIPALITY agrees to deliver to the COUNTY such enforcement activity data in the form required by the FOUNDATION, no later than ten (10) calendar days after the end of each enforcement period.

**AWARD OF FUNDS.**

The award of funds under the Grant are data driven and determined based upon the Grant criteria and the data submitted by the MUNICIPALITY to the COUNTY for enforcement activities occurring during the enforcement periods set forth above.

Provided that MUNICIPALITY has performed in accordance with the terms of this IMA and such terms, conditions, and guidelines required by the FOUNDATION and the Grant for distribution of funds under the Grant, the COUNTY, on behalf of the FOUNDATION, to the extent that funds are appropriated and made available to the COUNTY by the FOUNDATION, will make an award of the Grant funds within ninety (90) calendar days of the close of the last enforcement campaign.

## Orange County STOP-DWI Program

### Completion Packet

- **Enforcement Patrol Sheet** (copy as needed)
- **Patrol Summary Sheet**
- **Final Reimbursement Claim Form**

**Do not** return this packet with the signed contract.

At the end of the enforcement period, return all completed forms to:

Maggie Slanovec  
Department of Emergency Services  
Orange County STOP-DWI Program  
22 Wells Farm Road  
Goshen, NY 10924



**Orange County STOP-DWI Enforcement Patrol**

Police Department: \_\_\_\_\_  
Patrol Period: \_\_\_\_\_

*Note: This form must be completed and returned to STOP-DWI in order to receive payment.*

**SUMMARY SHEET**

Number of Patrol Sheets Attached: \_\_\_\_\_  
Total Hours: \_\_\_\_\_  
No. of Stops: \_\_\_\_\_  
1192 Arrests: \_\_\_\_\_  
1192 Tickets: \_\_\_\_\_  
511-2 & 511-3 Arrests: \_\_\_\_\_  
Zero Tolerance Detentions: \_\_\_\_\_  
Other Tickets: \_\_\_\_\_

Total number of tickets issued during this same time where the officers' time was not funded by the STOP-DWI Program:

1192 Tickets: \_\_\_\_\_  
511-2 & 511-3 Tickets: \_\_\_\_\_  
Zero Tolerance Detentions: \_\_\_\_\_  
Other Tickets: \_\_\_\_\_

**Chief's Signature:** \_\_\_\_\_

Please return this Summary Sheet along with all Enforcement Patrol Sheets and hourly/overtime rate for Police Officers with total claim amount to:

**Maggie Slanovec  
Emergency Services Center  
22 Wells Farm Road  
Goshen, NY 10924**



RESOLUTION NO.: 26 - 2014

OF

FEBRUARY 10, 2014

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Newburgh, New York that the Interim City Manager be and he is hereby authorized to apply for and accept if awarded a grant in an amount of \$20,000.00 from the New York State Office of Parks, Recreation & Historic Preservation Certified Local Government Grant Program to update the East End Historic District, and if awarded, execute the agreement with New York State Office of Parks, Recreation and Historic Preservation and provide a City match in the amount of \$5,800.00 through in-kind services.

RESOLUTION NO.: 27 - 2014

OF

FEBRUARY 10, 2014

**A RESOLUTION AUTHORIZING AN EXTENSION OF TIME TO COMPLETE  
THE CONTRACT WORK WITH DN TANKS, INC. AND THE EXECUTION OF  
A NO -COST CHANGE ORDER IN CONNECTION WITH  
THE MARNE AVENUE WATER STORAGE TANK REPLACEMENT PROJECT**

**WHEREAS**, by Resolution No. 144-2013 of July 15, 2013, the City Council of the City of Newburgh awarded a bid to and authorized the execution of a contract with DN Tanks, Inc. for the replacement of the Marne Avenue Water Storage Tank; and

**WHEREAS**, the new water tank will be operational prior to the contract completion date of February 5, 2014, several weather sensitive tasks still must be completed including demolition of the steel tank and appurtenances, painting the new tank, plantings, fencing and final site restoration; and

**WHEREAS**, DN Tanks is requesting an extension of time to complete the weather sensitive tasks until May 31, 2014; and

**WHEREAS**, the extension of time for completion of the Project will be a no cost to the City and will require a change order to the construction contracts;

**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 execute a no-cost change order to the construction contract for the replacement of the Marne Avenue Water Storage Tank be and that the final completion time for the construction contract with DN Tanks Inc. is extended to May 31, 2014.

January 3, 2014

Anthony Eagan, PE  
Barton & Loguidice, P.C  
280 Broadway  
Newburgh, NY 12550

Reference: Marne Ave Water Storage Tank  
Time Extension Request

Mr. Eagan,

DN Tanks expects to have the new 1.5 MG water storage tank online and operational prior to the contractual completion date of February 5, 2014. We would like to respectfully request an extension in time to complete the remaining weather sensitive operations. These remaining work items include demolition of the steel tank and appurtenances, painting of the new tank, plantings, fencing, and final site restoration.

The steel tank demolition will commence after the backfill is complete around the new concrete tank. This work will be scheduled to start no later than February 17<sup>th</sup>. The painting and site restoration will begin in the spring when temperatures allow for the work to be performed. Please be aware the paint application requires the ambient temperature does not fall below 45 degrees for a period of 24 hours after the paint is applied. Based on the weather averages in Newburgh, a target date of mid-May appears to be reasonable to apply the paint. DN Tanks will carefully monitor the weather during the spring for a 4 day window to paint the tank within the temperature guidelines. The overall site restoration will likely commence in mid March or early April.

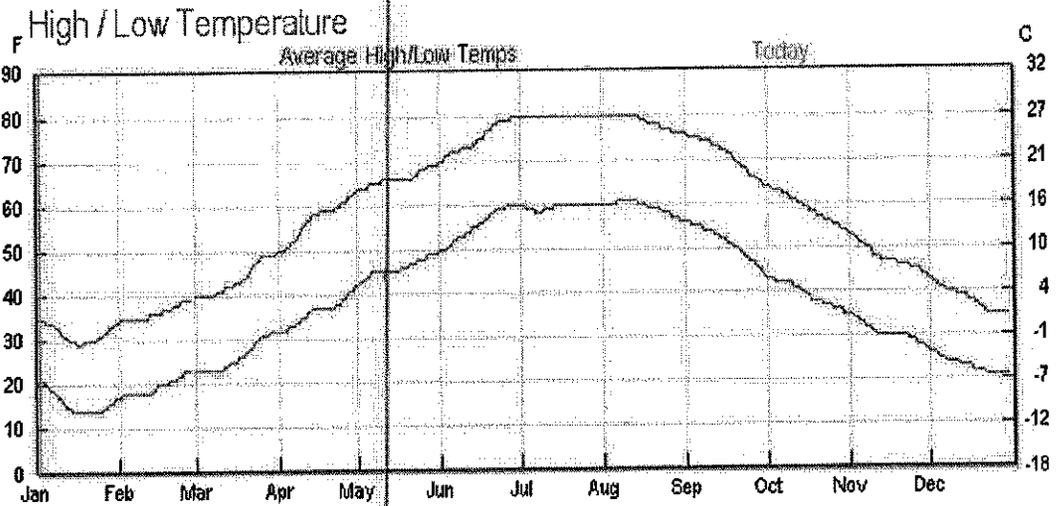
Please consider this request for a time extension. DN Tanks expects the project to be completed no later than May 31, 2014 based on the seasonal weather averages, see attached.

Regards,

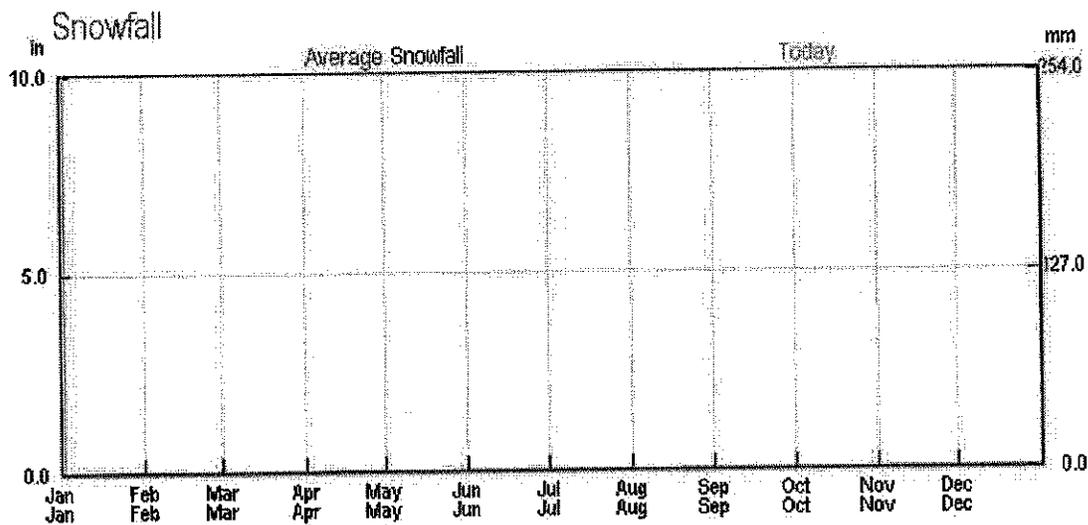
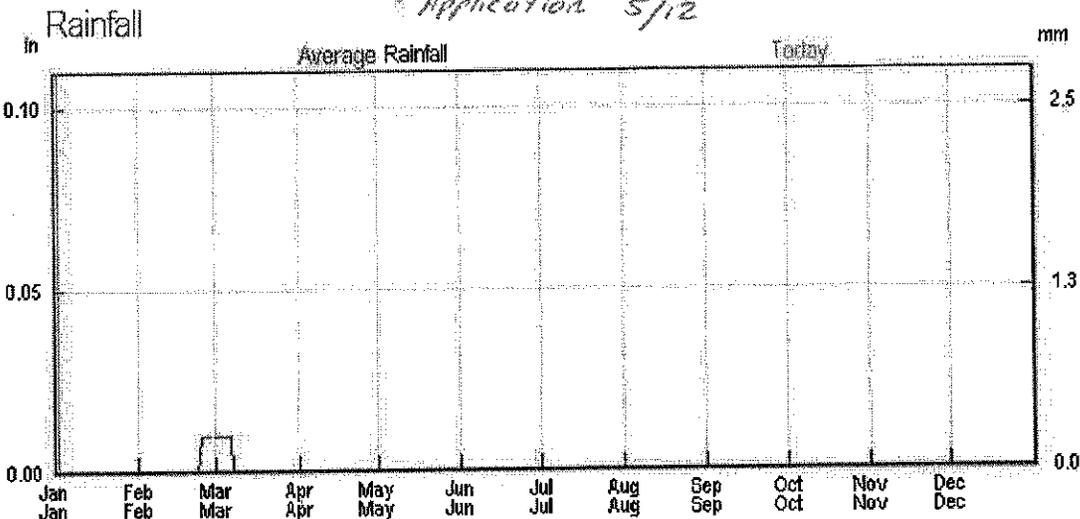


Michael Dufresne  
Project Manager

Attachments:  
1. Newburgh, NY -- Weather Averages



*Estimate Fol Tammis Application 5/12*





Steven M. Neuhaus  
County Executive

## DEPARTMENT OF HEALTH

*Eli N. Avila, MD, JD, MPH, FCLM*  
Commissioner of Health

124 Main Street  
Goshen, New York 10924-2199

Environmental Health (845) 291-2331  
Fax: (845) 291-4078

January 21, 2014

City of Newburgh  
83 Broadway  
Newburgh, NY 12550

**Re:**  
**Completed Works Approval for:**  
**Marne Ave. Storage Tank**  
**CWS – ID#3503549**  
**C. Newburgh**

Dear Mayor:

We have received certification from Barton & Loguidice, P.C., on 1/14/14 that the above referenced project was built in accordance with plans and specifications approved in this office on 7/25/13.

A copy of our Approval of Completed Works is attached.

Very truly yours,

Edwin L. Sims, P.E.  
Acting Director of Env. Health/  
Principal Public Health Engineer

ELS/ajc

cc: BPWS: Albany  
Engineer ✓  
File

## Approval of Completed Works For Public Water Supply Improvement

This approval is issued under the provisions of 10 NYCRR, Part 5:

Applicant Name City of Newburgh	
Location of Works (city, town, village) City of Newburgh	
County Orange	Water District (specific area served) High Service Dist. System - ID#3503549

Construction of 1.5 MG prestressed concrete water storage tank to replace existing steel tank located at Marne Ave.

Plans for the construction of this project were approved on 7 / 25 / 2013 Mo Day Yr CGN No. 8013

This approval for completed works is issued subject to the following conditions:

1. That upon completion of all site improvements, the existing riveted steel tank shall be demolished and physically removed from the tank site.
2. That replacement of all watermains from Mandingo Place and Robinson Avenue be completed.
3. That finished grading, landscaping and installation of a proposed chain link perimeter fencing be completed as weather permits.
4. That a finished paint coating shall be applied to the exterior of the new 1.5 MG concrete tank when weather permits.
5. That all applicable security signage and confined space signage be installed upon completion of work.
6. That as-built drawings shall be provided to the OCHD upon completion of the project.

ISSUED FOR THE STATE COMMISSIONER OF HEALTH

Edwin L. Sims P.E.  
Designated Representative

Mo Day Yr  
1 / 21 / 2014  
Date

Please print

Name Edwin L. Sims, P.E.
Title Acting Dir. of Env. Health/Principal Public Health Engineer

RESOLUTION NO.: 28 - 2014

OF

FEBRUARY 10, 2014

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A CONTRACT WITH BARTON & LOGUIDICE, P.C. FOR PROFESSIONAL ENGINEERING SERVICES IN AN AMOUNT NOT TO EXCEED \$19,900.00 TO ASSIST THE CITY OF NEWBURGH IN MAKING AN APPLICATION TO THE NEW YORK STATE ENVIRONMENTAL FACILITIES CORPORATION STORM MITIGATION LOAN PROGRAM FOR THE LIBERTY STREET AND GRAND STREET COMBINED SANITARY SEWER IMPROVEMENTS PROJECT FOR GRANT FUNDING AND ZERO INTEREST LOAN FINANCING AT AN ESTIMATED PROJECT COST OF \$1,150,800.00

WHEREAS, the City of Newburgh has experienced failures in the combined sanitary sewer system in the vicinity of Liberty Street and Grand Streets which has resulted in repeated sewer backups to residences, and deteriorated sewer mains on Liberty and Grand Streets; and

WHEREAS, Liberty Street and Grand Street Sanitary Sewer Improvements Project ("the Project") currently is listed on the New York State Environmental Facilities Corporation ("EFC") multi-year intended use plan as Project No. C3-7332-09-00 with a score sufficient to qualify for Project financing through EFC's traditional loan programs; and

WHEREAS, the EFC's Storm Mitigation Loan Program ("SMLP") offers a financing option for the Project consisting of a combination of 25% grant funding and 75% zero-interest loans which provide a potential Project savings to the City of 25% of the total project cost of approximately \$300,000.00; and

WHEREAS, Barton & Loguidice, P.C. has prepared a proposal for the scope of professional engineering services necessary to complete the application for the grant funding at a cost not to exceed \$19,900.00, which is attached hereto and made part hereof; and

WHEREAS, funding for such professional engineering services shall be derived from G.8120.0448; and

WHEREAS, this Council has determined that entering into such contract 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 for professional engineering services with Barton & Loguidice, P.C. for the scope of work outlined in

the proposal dated January 14, 2014 in an amount not to exceed \$19,900.00, with other provisions as Corporation Counsel may require, for assistance with the application for New York State Environmental Facilities Corporation Storm Mitigation Loan Program for the Liberty Street and Grand Street Sanitary Sewer Improvements Project.

*Celebrating over 50 years of service*

January 16, 2014

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

RE: Storm Mitigation Loan Program  
Liberty & Grand Street Sewers  
City of Newburgh, Orange County, New York

File: P702.2250

Dear Mr. Morris:

Many Hudson Valley communities were hard hit during Superstorm Sandy. The New York State Environmental Facilities Corporation recently announced that \$340 million in mitigation aid has been appropriated through the Clean Water /Drinking Water State Revolving Fund programs to help communities with critical projects that promote mitigation and improve resiliency of water and sewer infrastructure hit hard by the storm.

An application process has been put into place for 25% grant/75% zero interest loans. Pre-applications including an engineering report are due by April 1, 2014. The goal of the program is to commit funds to projects that are in construction, ready to proceed with construction, or otherwise positioned to have funds disbursed quickly and steadily to meet the grant deadlines. Funds must be spent by July 2019.

It is our understanding that the combined sanitary sewer system in the vicinity of Liberty and Grand Streets upstream of a combined sewer overflow has exhibited partial failure and repeated backups causing raw sewage discharges to residences along Grand Street and that a section of the concrete sewer main on Liberty Street has deteriorated to a condition where there is no remaining invert section of the pipe.

This project is currently listed on the EFC multi-year intended use plan as project C3-7332-09-00 with a score of 54 which was above the 2014 Annual Subsidy line which will allow project financing through their traditional loan programs. The preparation of the necessary documents to pursue funding under the SMLP provide a potential savings to the City of 25% of the eligible project costs through the grant funding and zero interest financing for the remaining project costs. With a predesign estimated of project cost of \$1,150,800. Funding through the SMLP could result in a savings to the City in excess of \$300,000.00

**Scope of Services:**

In order to position this project for potential SMLP funding, B&L proposes to perform the initial study phase of the project and prepare the necessary technical and fiscal funding related materials for the Storm Mitigation Loan Program as follows:

- Preparation of Necessary Project Listing Form(s);
- Preparation of Necessary Smart Growth Assessment Form;
- Preparation of Necessary Preliminary Engineering Report in compliance with NYSEFC Guidelines; and
- Submission of materials to NYSEFC prior to the April 1, 2014 deadline.

The experience to **listen.**  
**solve.**



Mr. Jason Morris, City Engineer  
City of Newburgh  
January 16, 2014  
Page 2



**Fee for Professional Services:**

Barton & Loguidice, D.P.C. proposes to provide the scope of engineering services described herein based on the information outlined above for a proposed total lump sum fee of \$19,900 which includes a \$5,000 allowance for CCTV Services. As services are rendered they will be billed to the City monthly as a percentage of completion. We would not exceed this amount unless the City Council first authorized a modification of the scope and fee.

If you agree with our approach and scope of services, and find our proposal acceptable, please countersign and return one copy to our office.

We appreciate this opportunity to provide further professional services to the City and look forward to expanding our working relationships with City Officials and staff. Should you have any questions or if you would like to discuss the project, please do not hesitate to contact Anthony Eagan or me.

Very truly yours,

BARTON & LOGUIDICE, D.P.C.  
  
Donald H. Fletcher  
Vice President

ATE/ojf

**AUTHORIZATION**

Barton & Loguidice, D.P.C. is hereby authorized by the City of Newburgh to proceed with the services described herein in accordance with the terms and conditions described herein.

Recommended By:

\_\_\_\_\_  
Jason Morris, City Engineer

Approved as to Finances By:

\_\_\_\_\_  
John Aber, City Comptroller

Approved as to Form By:

\_\_\_\_\_  
Michelle Kelson, Corporation Counsel

Approved By:

\_\_\_\_\_  
James Slaughter, Interim City Manager



RESOLUTION NO.: 29 - 2014

OF

FEBRUARY 10, 2014

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED GRANT FUNDING AND ZERO INTEREST LOAN FINANCING FROM THE NEW YORK STATE ENVIRONMENTAL FACILITIES CORPORATION STORM MITIGATION LOAN PROGRAM FOR THE LIBERTY STREET AND GRAND STREET COMBINED SANITARY SEWER IMPROVEMENTS PROJECT AT AN ESTIMATED PROJECT COST OF \$1,150,800.00

WHEREAS, the City of Newburgh has experienced failures in the combined sanitary sewer system in the vicinity of Liberty Street and Grand Streets which has resulted in repeated sewer backups to residences, and deteriorated sewer mains on Liberty and Grand Streets; and

WHEREAS, Liberty Street and Grand Street Sanitary Sewer Improvements Project ("the Project") currently is listed on the New York State Environmental Facilities Corporation ("EFC") multi-year intended use plan as Project No. C3-7332-09-00 with a score sufficient to qualify for Project financing through EFC's traditional loan programs; and

WHEREAS, the EFC's Storm Mitigation Loan Program ("SMLP") offers a financing option for the Project consisting of a combination of 25% grant funding and 75% zero-interest loans; and

WHEREAS, the estimated total cost of the Project is \$1,150,800.00 and acceptance into the SMLP provides a potential Project savings to the City of 25% of the total project cost of approximately \$300,000.00; and

WHEREAS, this Council has determined that applying for and accepting the grant and loan funding if awarded 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 apply for and accept if awarded a grant and zero interest loan financing from the New York State Environmental Facilities Corporation Storm Mitigation Loan Program in an estimated Project cost of \$1,150,800.00, and upon the award of such funding to enter into and execute a documents and contracts with the New York State Environmental Facilities Corporation for said purposes and further, to carry out and comply with the terms of such project agreement(s).

RESOLUTION NO.: 30 - 2014

OF

FEBRUARY 10, 2014

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE AMENDMENT NO. 3 TO THE CONTRACT WITH MALCOLM PIRNIE-ARCADIS TO COMPLETE THE CONSTRUCTION PHASE OF THE WASTE WATER TREATMENT PLANT WATER POLLUTION CONTROL PLAN SOLIDS HANDLING SYSTEMS PROJECT AT A COST NOT TO EXCEED TWELVE THOUSAND FIVE HUNDRED DOLLARS**

WHEREAS, by Resolution No.: 254-2011 of December 12, 2011, the City Council of the City of Newburgh authorized the City Manager to enter into an agreement for professional engineering services with Malcolm Pirnie-Arcadis in connection with the Waste Water Treatment Plant Water Pollution Control Plant Emergency Backup Generation and Solids Handling Systems Project (“the Project”); and

WHEREAS, by Resolution No.: 108-2012 of June 18, 2012, the City Council authorized the City Manager to execute and amendment to the contract for professional engineering services with Malcolm Pirnie-Arcadis for detailed design services in connection with Project; and

WHEREAS, by Resolution No. 167-2012 of September 24, 2012, the City Council accepted bids and awarded contracts to Blue Heron Construction Co., LLC for general construction services, Hudson Valley Electrical C&M Inc. for electrical services and DJ Heating & Air Conditioning, Inc. for HVAC construction services (collectively referred to as “the construction contracts”) in connection with the Project; and

WHEREAS, by Resolution No. 196-2013 of September 23, 2013, the City Council authorized the Interim City Manager to execute a no-cost change order to the construction contracts for the Project and an extension to the completion time for the construction contracts of eight weeks for substantial completion of the construction phase by November 21, 2013 and final completion of the construction phase of the Project by December 16, 2013.

WHEREAS, Malcolm Pirnie-Arcadis granted substantial completion to the construction contractors on October 30, 2013 and met the requirements of the New York State Department of Environmental Conservation’s Order on Consent for the Project; and

WHEREAS, Malcolm-Pirnie-Arcadis has submitted a proposal for additional engineering services in an amount of \$12,500.00 to complete the final items to close out the construction phase of the Project including preparation of the “as-built” drawings; and

**WHEREAS**, Malcolm Pirnie-Arcadis submitted a proposal for engineering services dated January 31, 2014, outlining the necessary scope and fee schedules related thereto; and

**WHEREAS**, it is in the best interests of the City of Newburgh to reach final completion of the construction phase of the Project to ensure future compliance with the New York State Department of Environmental Conservation Consent Order; and

**WHEREAS**, funding for such project shall be derived from HG1.8130.0200.8100;

**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 Amendment No. 3 to the contract with Malcolm Pirnie-Arcadis for Construction Phase Services in connection with the Waste Water Treatment Plant Water Pollution Control Plan Solids Handling Systems Project at an additional cost not to exceed Twelve Thousand Five Hundred Dollars.



The Water Division of ARCADIS

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

Subject:  
Proposal for Additional Engineering Services  
WPCP Improvements Project

Dear Mr. Morris:

Pursuant to our conversation, Malcolm Pirnie, Inc., the Water Division of ARCADIS (ARCADIS), is pleased to provide you with the letter proposal for additional services for the City of Newburgh's Water Pollution Control Plant (WPCP) Improvements Project. To date, the operation of the upgrades at the WPCP have proven to be very beneficial to the City. At the time of the study, the WPCP was averaging 16.8 percent solids and now the WPCP is routinely achieving sludge cakes greater than 20 percent solids, meaning less water is being hauled offsite with the sludge.

We originally anticipated a project completion date of October 2013. Substantial completion was granted to the Contractors on October 30, 2013, meeting the requirements of the City's Order on Consent with the New York State Department of Environmental Conservation (NYS DEC). However, to date there are a few punchlist items that still need to be completed by the Contractors due to the longer delivery time of the sludge holding tank mixer and project close out documentation completed to close the contracts for construction.

ARCADIS believes we have diligently conserved the City's budget by extending our involvement with the administration of the contracts and inspection of the work an additional two months, including an additional design to relocate the emergency generator after the tidal surge was experienced on the Hudson River. To that extent, we respectfully request that the City consider increasing our agreement compensation an additional \$12,500 to complete the required close out documentation and as-built drawings.

Imagine the result

*Use or disclosure of information contained on this sheet is subject to the restriction and disclaimer located on the signature page of this document.*

Malcolm Pirnie, Inc.  
855 Route 148  
Suite 210  
Clifton Park  
New York 12065  
Tel 518 250 7300  
Fax 518 250 7301  
[www.arcadis-us.com](http://www.arcadis-us.com)

Water

Date:  
January 31, 2014

Contact:  
Robert Ostapczuk

Phone:  
518.250.7300

Email:  
[robert.ostapczuk@arcadis-us.com](mailto:robert.ostapczuk@arcadis-us.com)

Our ref:  
04881003.0000



Mr. Jason Morris  
January 31, 2014

Our services will be compensated at the agreement multiplier of 3.0 times the direct labor and computer aided draft services will be separately subcontracted at the rate of \$30 per hour in order to minimize impacts to the City.

I have enclosed a partially executed amendment to our current agreement with the City. Please execute both copies of the amendment and return one copy to my attention. If you have any questions pertaining to this request, please do not hesitate to contact me at your earliest convenience.

Sincerely,

Malcolm Pirnie, Inc.

Robert E. Ostapczuk, P.E., BCEE  
Principal Engineer

Enclosure

Copies:

D. Loewenstein - ARCADIS

Enclosure

*This proposal and its contents shall not be duplicated, used or disclosed — in whole or in part — for any purpose other than to evaluate the proposal. This proposal is not intended to be binding or form the terms of a contract. The scope and price of this proposal will be superseded by the contract. If this proposal is accepted and a contract is awarded to ARCADIS as a result of — or in connection with — the submission of this proposal, ARCADIS and/or the client shall have the right to make appropriate revisions of its terms, including scope and price, for purposes of the contract. Further, client shall have the right to duplicate, use or disclose the data contained in this proposal only to the extent provided in the resulting contract.*

AMENDMENT No. 3

An Agreement was executed on February 23, 2012 between City of Newburgh [Client], having its principal place of business at 83 Broadway, Newburgh, New York 12550, and Malcolm Pirnie, Inc. [Malcolm Pirnie], having its principal place of business at 44 South Broadway, 15th Floor, White Plains, New York 10601 and having an office at 855 Route 146, Suite 210, Clifton Park, New York 12065.

Under the Agreement, Malcolm Pirnie provides certain professional engineering services related to upgrading the existing emergency backup generation capabilities and replace the existing solids dewatering systems in response to an Order on Consent by the New York State Department of Environmental Conservation (NYS DEC) [Assignment] at the Water Pollution Control Plant (WPCP) [Site].

Client and Malcolm Pirnie now desire to amend the Agreement to include the amended Services as described below.

In consideration of the mutual promises in the Agreement, Client and Malcolm Pirnie agree to amend the Agreement as the following:

- 1. **Scope of Amended Services.** Malcolm Pirnie will provide an additional four months of construction administration and inspection services to be completed by the end of February 2014.
- 2. **Schedule of Amended Services.** None.
- 3. **Compensation for Amended Services.** Malcolm Pirnie will be compensated \$12,500 for the scope of professional engineering services included in Amendment No. 1. Compensation will be based on a not to exceed, time and material basis in accordance with the terms and conditions of the original Agreement, except for computer aided drafting (CAD) which will be compensated to ARCADIS at a rate of \$30 per hour.

**Other Provisions.** Except as amended herein, all other provisions, terms and conditions in the Agreement shall remain in full force and effect.

**Execution Authority.** This Amendment to the Agreement is a valid and authorized undertaking of Client and Malcolm Pirnie. The representatives of Client and Malcolm Pirnie who have signed below have been authorized to do so.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to the Agreement as of this date:

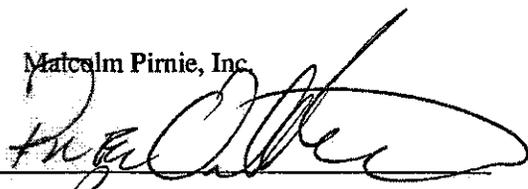
\_\_\_\_\_, 20\_\_.

City of Newburgh

By \_\_\_\_\_

Title \_\_\_\_\_

Malcolm Pirnie, Inc.

By  \_\_\_\_\_

Title Principal \_\_\_\_\_

RESOLUTION NO.: 31 -2014

OF

FEBRUARY 10, 2013

A RESOLUTION APPOINTING RICHARD HARPER AS CHAIRMAN OF THE  
CONSERVATION ADVISORY COUNCIL PURSUANT TO  
LOCAL LAW NO. 1-2013 OF AUGUST 19, 2013

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

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

WHEREAS, the Conservation Advisory Council has recommended that the City Council appoint Richard Harper as the Chairman; and

WHEREAS, the City Council finds that appointing Richard Harper as the Chairman of the Conservation Advisory Council is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that Richard Harper be and he hereby is appointed as Chairman of the Conservation Advisory Council.

RESOLUTION NO.: 32 - 2014

OF

FEBRUARY 10, 2014

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER  
TO ENTER INTO AN AGREEMENT WITH PEC GROUP OF  
NEW YORK, INC. TO PROVIDE FOR SECURITY SERVICES IN CITY HALL**

WHEREAS, the City of Newburgh has duly advertised for bids to provide for security services for City Hall; and

WHEREAS, a total of 16 bids were received and opened; and

WHEREAS, such bids were reviewed by the appropriate and necessary staff; and

WHEREAS, it has been determined that such bid should be awarded to PEC Group of New York, Inc., as the most responsive bidder; and

WHEREAS, such services shall be rendered at the rate of Eighteen and 55/100 (\$18.55) Dollars per hour straight time and Twenty Seven and 57/100 (\$27.57) Dollars per hour for overtime, and in accordance with the bid proposal and specifications attached hereto and made a part hereof; and

WHEREAS, funding for such services shall be derived from A.1620.0448; and

WHEREAS, this Council has determined that awarding such bid is in the best interests of the City of Newburgh and the safety of its residents and employees;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the Interim City Manager be and is hereby authorized to enter into an agreement, subject to terms and conditions as may be required by the Corporation Counsel, with PEC Group of New York, Inc. to provide for security services in City Hall.

# **BID PROPOSAL**

Due date: November 21, 2013; prior to 11:00am

For

## **Bid for Security Services- Bid # 10.13**

for

### **CITY OF NEWBURGH**

83 Broadway – 4<sup>th</sup> Floor  
Newburgh, NY 12550

by:

### **PEC GROUP OF NEW YORK, INC.**

935 South Lake Blvd. Suite 7

Mahopac, NY 10541

Tel.: 845-803-8478

Fax: 845-803-8463

E-mail: [office@pecsecurity.com](mailto:office@pecsecurity.com)

Web-Site: [www.pecsecurity.com](http://www.pecsecurity.com)





November 11, 2013

**City of Newburgh**

**Attn: John J. Aber, City Comptroller**  
**83 Broadway – 4<sup>th</sup> Floor**  
**Newburgh, NY 12550**

Subject: Proposal in response to Bid for Security Services – Bid # 10.13

Mr. Aber

Thank you for providing PEC Group of N.Y., Inc. the opportunity to participate in Bid # 10.13. We have carefully reviewed the Bid specifications and are familiar with and experienced in providing the scope of work listed therein.

PEC Group of NY, Inc. has been operating in New York State since 1996. We are ready, willing and able to provide quality and timely security services as specified in the bid documents. We have a proven track record in providing security guard services to state and local government agencies, healthcare facilities, public utility services, transportation hubs and commercial customers throughout the state of New York. The scope of this project falls within our abilities. We are up to the task and will protect the City of Newburgh's facilities, employees, visitors, and its assets.

If you have any questions regarding the enclosed, please do not hesitate to contact us. You can reach our Director of Operations, Thomas Roche, at our corporate offices at 845 803-8478, via facsimile 845 803-8463 or via email at [troche@pecsecurity.com](mailto:troche@pecsecurity.com). PEC is looking forward to hearing from you and the opportunity to work with you in the future.

Sincerely,

Pauline Chahales  
President

Enclosures



## ***ORGANIZATIONAL OUTLINE***

### ***KEY PERSONNEL***

PEC's key personnel begin with the Company's founder and Chief Executive Officer, Pauline Chahales. Ms. Chahales has personally trained and evaluated each and every person hired by PEC, to ensure the best standards for customer satisfaction and our company's reputation.

Michael Colasuonno - Vice President – His professional background reflects a multiple range of financial experience, administrative functions as well as law enforcement experience.

Thomas Roche – Director of Operations - Over 20 years experience in Loss Prevention, Contract Security, Personal Protection and Event Security. Tom spent over a decade as a Director of Loss Prevention and Area Training Director for major hospitality companies in New York City. Tom specializes in providing solutions in the areas of Risk Management, Accident Prevention, Loss Prevention, Security Surveys, Standard Operating Procedure Manuals, Quality Assurance, CCTV and Alarm Systems and overall Security Operations:

Rafael Valle – Operations Manager – He has successfully implemented the staffing and start-up of various PEC clients. He also oversees the daily function of all guard personnel.

Meral Zecca - Office Manager – Oversees the daily office functions, including security officer licensing and compliance, HR management and customer service.



## ***STAFFING***

PEC has the advantage of selecting proficient and professional security guards through our relationships with several NYS licensed security guard training schools. This allows us to recruit guards that are previously licensed and have prior security experience. We ensure that our guards are ready to perform their duties with effectiveness and professionalism by providing them with several hours of orientation training focused on the needs and challenges they may meet at their respective worksite. All PEC security guards stationed at Peekskill City School District facilities will meet all mandated licenses and certifications required by NYS to perform security duties; these certifications are stored on file in our corporate office in Mahopac, NY, and are made available to our clients. PEC monitors the performance of its employees closely and ensures that each security guard meets the qualifications of the company and the clients' needs.

Our security officers have extensive experience and training on all levels of security which meet and frequently exceed the mandated state requirements. We place heavy emphasis on public safety, evacuation, identifying suspicious parcels and the importance of being alert at all times. Additionally, customer service is an important component of our training.

All PEC guards must demonstrate the following:

- Knowledge of communications procedures and the ability to speak the English language in a clear, distinct, and understandable manner (during radio/phone communications and public encounters)
- Knowledge of guard services
- Basic skills to operate a computer and applicable software
- Ability to read, understand, and apply printed procedures, rules, instructions, detailed reports and messages. Also to compose and write clear, concise, accurate and detailed reports and messages (in English)
- Ability to maintain poise and self-control under stress
- Ability to deal with the general public, customer employees, and other law enforcement agencies over the telephone, radio, and in person.
- Knowledge of varied communications equipment
- Knowledge of the use of a mobile patrol vehicle



## **LEVEL OF FIELD SUPERVISION AND ABILITY TO SUPERVISE**

PEC hires managers, supervisors and personnel who are qualified to meet the company and customer's expectations. PEC monitors the performance of its employees closely. Our employees are provided with the tools and training to do their jobs and an environment conducive to customer satisfaction.

PEC's joint Operations Management team is Director of Operations, Thomas Roche, and Operations Manager, Rafael Valle. Together they have successfully coordinated and implemented the start-up and staffing for many of PEC's clientele; specifically Onondaga County's Centro Transportation Authority, several Department of Motor Vehicles and Department of Labor sites located throughout the state, including the five boroughs of NYC, emergency armed security coverage for several months at locations throughout the five boroughs of NYC and Long Island during recovery efforts for Super Storm Sandy, and Golden Hill Health Care Center in Kingston, NY. They are responsible for scheduling and overseeing all client locations, ensuring sites are properly manned with the best qualified personnel possible, as well as hiring all security guards. In addition, Tom and Rafael are on call 24 hours a day, 7 days a week, to handle any emergency situation. Tom and Rafael are the company's main liaisons for all PEC accounts. They maintain an on-going relationship with the clients and resolve any issues that may arise.

In addition PEC presently has Account Managers, Area Supervisors and Field Supervisors in place to manage field operations at our sites. Our supervisory personnel visit all PEC client locations to ensure that all guards are at their posts, properly dressed, and presentable. They have successfully maintained an open dialogue with the guards, allowing for a safe and conducive work environment for PEC guards.

Lionel Flores – Account Manager – Lionel serves as the main point of contact for PEC's largest accounts, and excels at customer service by consistently visiting clients and addressing issues quickly and efficiently. Lionel manages hiring, scheduling and training for all officers employed at these accounts.

Charles Shultz – Area Supervisor – Charles manages scheduling and performs quality assurance inspections of all PEC client sites in the Capital Region of New York.

Jason Rivera – Field Supervisor – Jason manages scheduling, conducts site specific training and performs overnight inspections at PEC client sites.



## REFERENCES

### Related Management

**Name of Property:** Bourne & Kenney Apartments  
**Location:** 150 Smith ST, Newburgh, NY 12550  
**Contact:** Christine Scolfield  
**Phone Number:** (845) 863-0319  
**Length of Service:** 6 years  
**Service description:** Unarmed uniformed security officers at stationary lobby post; provide access control, check resident credentials, qualify visitors, prevent loitering, report safety and security defects, complete daily logs and incident reports.

### New York State Department of Motor Vehicles

**Name of Property(s):** Department of Motor Vehicles  
**Location(s):** 224 South Pearl ST Albany, NY 12207;  
1045 Park ST, Peekskill, NY 10566  
Multiple locations throughout NYC 5 Boroughs  
**Contact:** Edwin Lake  
**Phone Number:** (518) 474-0815  
**Length of Service:** 3 years  
**Service Description:** Unarmed uniformed security officers monitoring the general public, preventing unauthorized access to sensitive areas, greeting all patrons and visitors, monitoring CCTV systems, maintain daily event logs and submitting reports, handling patron inquiries and responding to calls for assistance.

### Capital District Transit Authority

**Name of Property:** Rensselaer Rail Station  
**Location:** 525 East ST, Rensselaer, NY 12144  
**Contact:** Rick Vines  
**Phone Number:** (518) 437-8385  
**Length of Service:** 3 years  
**Service Description:** Unarmed uniformed security officers monitoring the general public, parking areas and grounds; detailed inspections include the interior and exterior of the facility, checking emergency equipment, as well as working with the vendors and employees based at the station and emergency response personnel in the event of emergencies.

### Centro

**Name of Properties:** Intermodal Transportation Center; Centro Transit HUB; Parking Lots  
**Locations:** 131 Alliance Bank Pkwy; 200 Cortland Ave.; I-81 Lots, Syracuse, NY  
**Contact:** Mike Walsh  
**Phone Number:** (315) 442-3370  
**Length of Service:** 11 months  
**Service Description:** Unarmed uniformed security officers monitoring the general public and patrons of transportation facilities, parking areas and grounds; detailed inspections of the interior and exterior of the facility, working with vendors and employees at these locations and emergency response in the event of emergencies.

**BID FORM**

for

Security Services – Bid #10.13  
City of Newburgh, New York

Business Name: PEC Group of NY, Inc.

Business Address: 935 S. LAKE BLVD., Suite 7  
MAHOPAC New York 10541

Contact Person's Information:  
Name and Title: PAULINE CHAHALES, President

Phone and Fax: Phone: (845) 803-8478 Fax (845) 803-8463

Email Address: PAULINE@PECSECURITY.COM

Does this business have a minority, women's, disadvantage or small business status?  Yes  No

ITEM	DESCRIPTION	RATE - PER HOUR
1	Unarmed Guard - Regular Rate	\$ 18.55
2	Unarmed Guard - Overtime Rate	\$ 27.57
	<b>Grand Total</b> (Sum of Items 1 and 2)	46.12

The undersigned proposes to furnish and deliver the services described in this Invitation for Bid in accordance with the specifications annexed hereto at the prices stated within the Bid Form submitted. The individual submitting this Bid on behalf of his or her firm certifies by his or her signature below that:

- he or she understands and has complied with the requirements of State Finance Law Sections 139-j and 139-k and will continue to do so throughout the restricted period.
- he or she acknowledges that they have read, understand and agree to all aspects of the Specifications as presented without reservation or alteration.
- he or she is duly authorized to submit the Bid on behalf of the business entity indicated above.

By: Pauline Chahales Date: 11/18/13  
Signature of Representative (Blue Ink)

Name and Title: Pauline Chahales, President

**Addenda Confirmation:** Complete this section for any and all addendum/addenda, if issued.

Addendum # 1 - Received 11-8-13, 2013 Initialed by person signed above PC

Addendum #     - Received    , 20    Initialed by person signed above    

Addendum #     - Received    , 20    Initialed by person signed above

BID FORM

NON-COLLUSION BIDDING AFFIDAVIT

CITY OF NEWBURGH, NY

STATE OF NEW YORK )
COUNTY OF PUTNAM ) SS:

I, Pauline Chahales of the (Town, Village, City) of Mahopac in the County of Putnam and the State of New York of full age, being duly sworn according to law on my oath depose and say that:

I am Pauline Chahales, an officer of the firm of PEC Group of NY, Inc the Bidder making the Proposal for the above named Work, and that I executed the said Proposal with full authority to do so; that said Bidder has not, directly or independently, entered into any agreement, participated in any collusion, or otherwise in connection with the above named work; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with the full knowledge that the City of Newburgh, NY as Owner relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for said work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bonafide employees or bonafide established commercial or selling agencies maintained by PEC Group of NY, Inc (Name of Contractor)

Subscribed and sworn to Pauline Chahales (Also, type or print name and title of affiant under this signature) Pauline Chahales, President

before me this 18th day of November, 2013

Wendy A. Laguna Notary Public of

My commission expires: Jan 21, 2015

AFFIX NOTARY SEAL OR STAMP IN THIS BOX
Wendy A. LAGUNA
Notary Public-State of New York
No. 01LA5071622
Qualified in Putnam County
Commission Expires Jan. 21, 2015

THIS AFFIDAVIT MUST BE COMPLETED BY ALL BIDDERS AND SUBMITTED WITH BID



# PEC GROUP OF NY, INC.

*"Protecting Your State, Securing America"*

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February 7, 2014

ADDENDUM:

PEC Group of NY, Inc. will be glad to hire a Newburgh resident as long as they qualify as security guards under NYS requirements.

Respectfully,

  
Pauline Chahales  
President/CEO

RESOLUTION NO.: 33 - 2014

OF

FEBRUARY 10, 2014

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER  
TO ENTER INTO AN AGREEMENT WITH CSARCH  
FOR SERVICES IN CONNECTION WITH THE RELOCATION OF THE  
CITY OF NEWBURGH ARCHIVAL RECORDS TO 123 GRAND STREET  
AT A COST OF \$19,500.00 AND AMENDING RESOLUTION NO.: 247-2013,  
THE 2014 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK  
TO PROVIDE FOR SUCH FUNDING

WHEREAS, it has become necessary for the City of Newburgh's Archival Records to be relocated from the Armory to 123 Grand Street; and

WHEREAS, the City of Newburgh is in receipt of a proposal from CSArch to provide services in connection with such relocation; and

WHEREAS, such services shall be rendered for a total project cost of Nineteen Thousand Five Hundred and 00/100 (\$19,500.00) Dollars, and in accordance with the proposal and specifications attached hereto and made a part hereof; and

WHEREAS, funding for such services shall be derived from A.1620.0448; and

WHEREAS, this Council has reviewed the proposal and has determined that entering into an agreement with CSArch 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 is hereby authorized to enter into an agreement, subject to terms and conditions as may be required by the Corporation Counsel, with CSArch for services in connection with the relocation of the City of Newburgh Archival Records to 123 Grand Street; and

BE IT FURTHER RESOLVED, that Resolution No.: 247-2013, the 2014 Budget for the City of Newburgh, New York is hereby amended as follows:

	<u>Decrease</u>	<u>Increase</u>
A.1900.1990 Contingency Emergency	\$19,500.00	
A.1620.0448 Municipal Buildings		\$ 19,500.00



19 Front Street  
Newburgh, NY 12550-7601  
845-561-3179 Fax 845-561-3215  
[www.csarchpc.com](http://www.csarchpc.com)

January 31, 2014

Jason C. Morris, PE  
City Engineer  
City of Newburgh  
83 Broadway  
Newburgh, New York 12550

Re: Request for Proposal: Architectural Engineering Services  
123 Grand Street Records Relocation

Dear Mr. Morris,

On behalf of CSArch, thank you for the opportunity to submit this proposal for architectural and engineering design services related to the relocation of City of Newburgh records into the facility at 123 Grand Street.

#### STATEMENT OF UNDERSTANDING AND SCOPE

Based upon our discussions with you and Betsy McKean, we understand the City of Newburgh is planning to relocate central records from the Newburgh Armory Unity Center to 123 Grand Street. Approximately 5,600 SF of existing space at the southwest wing of the ground and first floor levels would be renovated to accommodate Records Management and Engineering Records. The City of Newburgh has a total project budget of approximately \$120,000 to complete the renovation and relocation. Our understanding of the scope of services requested by the City of Newburgh includes:

- The City of Newburgh will be completing the demolition of the existing areas to be renovated, including demising walls (including doors/frames), ceiling and lighting systems, flooring, plumbing and other equipment/fixtures, mechanical equipment (where applicable), and furniture.
- Testing for hazardous materials including asbestos and lead paint will be conducted prior to any demolition to determine proper compliance is administered. Testing protocol will be reviewed with the City of Newburgh for authorization prior to commencing, and will be considered a reimbursable expense.
- Structural evaluation of the first floor framing to confirm the existing structural system can properly support the anticipated load (per the records layout provided) with appropriate and code compliant factors of safety.
- Development of contract documents (drawings and specifications) for the renovation of the existing areas for the purpose of records storage. Construction Documentation will present the technical information describing the established scope. All construction, modifications, alterations, and demolition will be designed to meet requirements as set

forth by the American with Disabilities Act (ADA), Building Codes of New York State, and all applicable labor laws.

- Provide documents as required to obtain a building permit as may be required by the City of Newburgh.
- Assist the City of Newburgh in securing bids for construction by participating in a pre-bid conference, responding to contractor's inquiries, and providing documentation for any addenda that may be required to be issued during the bidding phase. CSArch will also participate in the evaluation of the bids, along with the City's legal counsel, providing recommendation of award to the City of Newburgh.
- Provide construction administration services including: review of contractors' requisitions for payment, review of contractors' submittals of shop drawings and materials, review of requests for change orders, site visits as appropriate to facilitate construction, and attendance at scheduled construction meetings. At the points of substantial and final completion, we will conduct reviews of the project and document additional and corrective work required of the contractor(s) to complete their contractual obligations.
- The City of Newburgh will facilitate the move of all storage shelving, cabinetry and records from the Newburgh Armory Unity Center to 123 Grand Street, and installation of the same.

#### **ASSIGNED PERSONNEL**

CSArch, as the prime consultant for the project, will be responsible for all aspects of the architectural and engineering design serving as the architect of record. The project will be produced and serviced from our office located in Newburgh, New York.

Following is a brief description of the key personnel and their responsibilities:

Thomas M. Ritzenthaler, AIA, Vice President, will be responsible for overall leadership and project accountability. He will be supported by Robert Lafayette as Project Manager and main point of contact for your project. Robb will have responsibility for coordinating the work efforts of the design team, ensuring that the design meets the program requirements, and maintaining the schedule and budget.

#### **PROPOSED PROFESSIONAL CONSULTANTS**

Engineering services are provided through the use of professional consultants. We select consultants that provide critical qualities we feel will result in the best possible project for each client. A summary of consultants for this project is provided below:

Ryan-Biggs Associates, P.C. Structural Engineering  
Quality Environmental Solutions & Technologies, Inc. (QuEST), Hazardous Materials Testing

### PROFESSIONAL FEE

We propose that compensation for Basic Architecture and Engineering Services for the design and development of construction plans and specifications (based upon an established scope of work) including construction documentation, the public bidding process, and construction-phase administration services be a lump sum of \$16,000, plus normal reimbursable expenses (see below) based upon the breakdown below:

Haz. Materials Testing (QuEST)	Reimbursable, estimated at \$3,500 to be confirmed.
Structural Evaluation (Ryan Biggs)	\$2,000
Contract Documents	\$10,200
Bid/Award	\$1,000
Construction Administration	\$2,800
Total	\$16,000

This fee shall be billed monthly according to the percent of services completed with payments due 30 days from the date of the invoice.

### REIMBURSABLES / PAYMENTS

Reimbursable expenses include costs incurred by the Architect and Architect's consultants in the interest of the project. These include long distance communications, postage and reproductions and are in addition to our professional fees. These expenses are invoiced at cost plus a ten percent (10%) administrative mark-up.

### "ON-CALL" SERVICES

Miscellaneous professional services, and services other than those listed above, will be provided as requested by the district. We propose to provide these services on an hourly basis, or at a negotiated lump sum fee. Our hourly rates are as follows:

Principal:	\$185 (Thomas Ritzenthaler)
Employees:	2.5 times direct personnel expense (\$40 - \$125)
Consultants:	1.2 times invoice

### INSURANCE

The firm carries the following insurance coverage:

- Professional Liability / \$2 Million per claim / \$4 Million aggregate
- General Liability / \$2 Million
- Automobile Liability / \$1 Million
- Excess/Umbrella Liability / \$1 Million
- Workers' Compensation and Employers' Liability / \$1 Million

Copies of our certificates of insurance will be provided upon request.

Mr. Jason Morris, PE

January 31, 2014

Page 4

**FORM OF CONTRACT**

If this proposal is acceptable, please acknowledge your acceptance by signing below and returning one copy to me. We will consider this our notice to proceed. We will then prepare a written form of agreement for your review, utilizing an AIA Document as Standard Form of Agreement Between Owner and Architect.

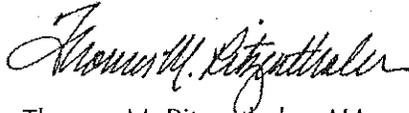
Agreed and Accepted

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Mr. Jason Morris, PE

Date

Very truly yours,



Thomas M. Ritzenthaler, AIA  
Vice President

RESOLUTION NO.: 34 - 2014

OF

FEBRUARY 10, 2014

**A RESOLUTION GRANTING AN EXTENSION OF TIME  
TO PURCHASE REAL PROPERTY KNOWN AS 127 MONTGOMERY STREET  
(SECTION 19, BLOCK 1, LOT 8) AND AMENDING THE TERMS OF SALE  
TO PROVIDE FOR SUCH EXTENSION**

WHEREAS, the Council of the City of Newburgh, New York, by Resolution No.: 224-2013 of October 28, 2013, approved the sale of 127 Montgomery Street, more accurately described as Section 19, Block 1, Lot 8 on the official tax map of the City of Newburgh, to Tyler Roebuck; and

WHEREAS, the Terms and Conditions of Sale provided for a closing to take place on or before January 27, 2014; and

WHEREAS, Mr. Roebuck has requested an extension of time to close title on 127 Montgomery Street; and

WHEREAS, this Council has determined that granting such extension is in the best interests of the City of Newburgh and its future development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that an extension of time to purchase real property known as 127 Montgomery Street, Section 19, Block 1, Lot 8, be and is hereby granted until April 30, 2014; and

BE IT FURTHER RESOLVED, the Terms and Conditions of Sale, a copy of which is annexed hereto, be and are hereby amended to provide for such extension.

# Terms and Conditions of Sale

## 127 Montgomery Street, City of Newburgh (19-1-8)

### 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; (e) 2011-2012, 2012-2013 and the first installment of the 2013-2014 school taxes, 2012 and 2013 County taxes and 2013 City real property taxes, water rents and assessments, and sewer rents and assessments and any other applicable charges (including, but not limited to, omitted and pro rata taxes, demolition charges, interest and penalties); and (f) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The property is sold subject to unpaid school taxes for the tax years of 2011-2012, 2012-2013 and the first installment of the 2013-2014 school taxes, unpaid 2012 and 2013 County real property taxes and unpaid 2013 City real property taxes. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2011-2012, 2012-2013 and the first installment of the tax year 2013-2014, and subsequent levies up to the date of the closing. Upon the closing, the property 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 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.

7. Notice is hereby given that the property lies within the East End Historic District as designated upon the zoning or tax map. This parcel is being sold subject to all provisions of law applicable thereto and it is the sole responsibility of the purchaser bidder to redevelop such parcel so designated in accordance with same
8. 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.
9. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
10. 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. Bidder acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Bidder 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.
11. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before April 30, 2014. *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.** Any additional request shall be made in writing and placed before the City Council for their consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchasers agree that they 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 has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
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, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
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 and 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. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.

18. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

THE CITY OF NEWBURGH

PURCHASER

BY: \_\_\_\_\_  
JAMES A. SLAUGHTER,  
Interim City Manager

\_\_\_\_\_  
TYLER ROEBUCK

\_\_\_\_\_  
DATED

\_\_\_\_\_  
DATED

RESOLUTION NO.: 35 - 2014

OF

FEBRUARY 10, 2014

**A RESOLUTION GRANTING AN EXTENSION OF TIME  
TO JOSE SANCHEZ AND LUZ MARIA SANCHEZ TO RE-PURCHASE REAL PROPERTY  
KNOWN AS 70 GROVE STREET (SECTION 26, BLOCK 7, LOT 22)**

WHEREAS, this Council, by Resolution No.: 11-2014 of January 13, 2014, authorized the re-purchase of real property known as 70 Grove Street (Section 26, Block 7, Lot 22) at private sale to former owners Jose Sanchez and Luz Maria Sanchez; and

WHEREAS, Jose and Luz Maria Sanchez have requested an extension of time to close title on 70 Grove Street; and

WHEREAS, this Council has determined that granting such extension 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 an extension of time to re-purchase real property known as 70 Grove Street (Section 26, Block 7, Lot 22) be and is hereby granted to Jose Sanchez and Luz Maria Sanchez until March 14, 2014.

RESOLUTION NO. 36-2014

OF

FEBRUARY 10, 2014

A RESOLUTION APPOINTING A PRESIDENT PRO TEM OF  
THE CITY COUNCIL OF THE CITY OF NEWBURGH

WHEREAS, the City Council wishes to appoint a President Pro Tem pursuant to the provisions of Section C4.11 of the City Charter; and

WHEREAS, the City Council believes that it would be in the best interests of the City of Newburgh to appoint Councilwoman Regina Angelo to the office of President Pro Tem and to serve in that capacity during such times as the Mayor is unable.

NOW, THEREFORE, BE RESOLVED, by the City Council of the City of Newburgh that Councilwoman Regina Angelo is hereby appointed to the office of President Pro Tem of the City Council of the City of Newburgh and shall serve in that capacity during such times as the Mayor is unable; and

BE IT FURTHER RESOLVED, pursuant to Section C4.11 of the City Charter, that President Pro Tem Regina Angelo shall preside over the meetings of the City Council and perform all the duties, exercise all the functions and have all the powers of the Mayor of the City of Newburgh during such times as the Mayor is unable.