



## City of Newburgh Council Work Session

April 10, 2014

6:00 p.m.

### AGENDA

1. Economic and Community Development/Real Estate:
  - a. (Res. 78) Agreement with BFJ Planning to complete the revisions to the LWRP
  - b. (Res. 79) Release of Restrictive Covenants related to 190 W. Parmenter Street
  - c. (Res. 80) License agreement with Habitat for Humanity
  - d. (Res. 81) Agreement with Valuation Consultants, Inc. for appraisal services related to 210 Mill Street
  - e. (Res. 82) Agreement with Landmark Archaeology, Inc. to provide archaeological services related to the Tyrone Crabb Park project
  
2. Grants/Contracts/Agreements:
  - a. Discussion to establish Federal grant priorities
  - b. (Res. 83) Agreement with Hudson Baylor Corp. for recycling services
  - c. (Res. 84) Agreement with Advanced Recovery, Inc. to hold an electronics recycling event for City resident
  - d. (Res. 85) Memorandum of Understanding with NHS Center for Hope to provide for Youth Police Initiative trainings
  - e. Water Department – pest control discussion
  
3. Finance:
  - a. (Res. 86) Adopting the City of Newburgh Procurement Card Policy and Procedure
  - b. (Res. 87) Budget amendment to transfer one part-time seasonal position from DPW to Recreation Department
  
4. Engineering:
  - a. (Res. 88) Agreements with Conklin Services & Construction, Inc. for professional services related to NYS DEC petroleum bulk storage compliance
  - b. (Res. 89) Agreement with McLaren Engineering for professional services related to the repair of Newburgh Landing
  - c. (Res. 90) Agreement with CSArch for professional services related to the Activity Center roof design and replacement.

Work Session Discussion Items

April 10, 2014

- d. Asbestos abatement proposal from Quality Environmental for remediation work at the Activity Center (proposal will be provided prior to the work session)
- e. (Res. 91) Authorizing a Stormwater and Access Agreement with CRH Realty VIII in order to monitor the stormwater discharges related to the construction of a medical office in adjacent to Washington Lake
- f. Transportation Improvement Program - Liberty Street

5. Discussion Items:

- a. (Res. 92) Acceptance of a German Shepherd dog from the PBA to work in the Police Department K-9 unit
- b. Apprenticeship Training Program – See draft resolution
- c. Reminder: There will be a public hearing on Monday, April 14 to receive comment concerning the residency requirement related to the City Marshal

6. Executive Session:

- a. Pending Litigation
- b. Matters pertaining to the proposed sale of City-owned property where public discussion would affect the value thereof

RESOLUTION NO.: 48 - 2014

OF

APRIL 14, 2014

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER  
TO ACCEPT A PROPOSAL AND ENTER INTO AN AGREEMENT WITH  
BFJ PLANNING FOR PROFESSIONAL PLANNING SERVICES AT A COST OF \$4,950.00  
RELATED TO THE COMPLETION OF THE  
DRAFT LOCAL WATERFRONT REVITALIZATION PLAN**

**WHEREAS**, the City of Newburgh has determined to revise and update the City's Local Waterfront Revitalization Plan ("LWRP"); and

**WHEREAS**, it is necessary and appropriate to retain professional planning services to assist and advise the City in incorporating the comments of the NYS Department of State in order to complete the draft LWRP; and

**WHEREAS**, after due consideration and evaluation the firm of BFJ Planning has been identified as qualified, able and cost-effective and the preferred firm to provide said services;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the Interim City Manager be and he is hereby authorized to accept a proposal and execute an agreement with such terms and conditions as Corporation Counsel may require as necessary and appropriate under law, same as being in the best interests of the City of Newburgh, with BFJ Planning for professional planning services in connection with the revision and completion of the draft Local Waterfront Revitalization Plan of the City of Newburgh at a cost of Four Thousand Nine Hundred Fifty (\$4,950.00) Dollars.

# BFJ Planning

PLANNING  
URBAN DESIGN  
ENVIRONMENTAL ANALYSIS  
REAL ESTATE CONSULTING  
TRANSPORTATION PLANNING

April 3, 2014

Ian MacDougall, Planner  
Department of Planning and Development  
City Hall  
83 Broadway, 4th Floor  
Newburgh, NY 12550

RE: Proposal for Professional Planning Services related to Completion of Draft  
Local Waterfront Revitalization Program (LWRP)

Dear Ian,

Pursuant to our conversation regarding the New York State Department of State (DOS)-required revisions to the Newburgh LWRP, we propose to assist the City of Newburgh with the following scope of work:

1. Revise LWRP Sections 2, 3, 4 and 5 to remove all references to Leyland Alliance, "Newburgh Waterfront Redevelopment Project," and the New Urbanist Overlay Zoning District. These sections will be updated to reflect current conditions in the City.
2. Revise/remove all figures making reference to Leyland and the "Newburgh Waterfront Redevelopment Project." All LWRP figures will be renumbered accordingly and the LWRP Table of Contents will be updated as needed.
3. Replace the existing draft LWRP Future Land Use Plan (Figure 27) with the adopted City Future Land Use Plan.
4. In coordination with the City Planning Department, prepare a revised description of the proposed waterfront zoning to replace the draft text in LWRP Section 5.

We propose to complete the above scope of work within two weeks of receiving an authorization to proceed for a budget not to exceed \$4950.00 to be billed on a time and expense basis against the attached hourly billing rates. If you have any questions or need additional information, please do not hesitate to contact me directly at 212-353-7476.

Sincerely,



Frank S. Fish, FAICP  
Principal

Cc. Michelle Kelson, Esq., City Legal Counsel  
Elizabeth Evans, Executive Assistant to the City Manager

CHARLOTTE  
CHICAGO  
NEW YORK CITY  
PITTSBURGH  
STAMFORD

PAUL BUCKHURST AIBA, AICP  
FRANK S. FISH FAICP  
GEORGES JACQUEMART PE, AICP

BUCKHURST FISH  
& JACQUEMART, INC.  
115 FIFTH AVENUE  
NEW YORK, NY 10003  
T. 212.353.7474  
F. 212.353.7494

WWW.BFJPLANNING.COM

**BFJ 2014 PUBLIC BILLING RATES**

<b>PRINCIPALS</b>	<b>RATE PER HOUR</b>
P. Buckhurst	\$220
F. Fish	220
G. Jacquemart	220
<b>ASSOCIATE PRINCIPAL</b>	
S. Yackel	195
<b>SENIOR ASSOCIATES</b>	
J. West	200
J. Martin	190
M. Kaplan-Macey	190
S. Favate	175
<b>PROFESSIONAL STAFF</b>	
A. Rabiee	145
M. Keane	110
N. Levine	110
S. Kates	110
I. Martinez	85
L. Rennée	80
<b>WORDPROCESSING/PRODUCTION</b>	70
<b>SURVEYORS/TRAFFIC COUNTERS</b>	40
<b>URBANOMICS</b>	
R. Armstrong	220
T. Lund	195

RESOLUTION NO.: 179-2014

OF

APRIL 14, 2014

**A RESOLUTION AUTHORIZING THE EXECUTION  
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY  
FROM A DEED ISSUED TO RAYMOND LaCHANCE AND GORDON LaCHANCE  
TO THE PREMISES KNOWN AS 190 W. PARMENTER STREET  
(SECTION 38, BLOCK 1, LOT 15)**

WHEREAS, on November 28, 2012, the City of Newburgh conveyed property located at 190 W. Parmenter Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 38, Block 1, Lot 15, to Raymond LaChance and Gordon LaChance; and

WHEREAS, Raymond LaChance and Gordon LaChance have requested a release of the restrictive covenants contained in said deed; and

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

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

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

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

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 190 W. Parmenter Street, Section 38, Block 1, Lot 15, on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4 and 5 in a deed dated November 28, 2012, from the CITY OF NEWBURGH to RAYMOND LaCHANCE and GORDON LaCHANCE, recorded in the Orange County Clerk's Office on January 28, 2013, in Liber 13493 of Deeds at Page 1964 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: \_\_\_\_\_, 2014

THE CITY OF NEWBURGH

By: \_\_\_\_\_

JAMES A. SLAUGHTER,  
Interim City Manager

STATE OF NEW YORK )

)ss.:

COUNTY OF ORANGE )

On the \_\_\_\_\_ day of April in the year 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared JAMES A. SLAUGHTER, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

\_\_\_\_\_

RESOLUTION NO.: 90 - 2014

OF

APRIL 14, 2014

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER  
TO EXECUTE A LICENSE AGREEMENT WITH  
HABITAT FOR HUMANITY OF GREATER NEWBURGH, INC.  
TO PERMIT ACCESS TO CITY-OWNED PROPERTY  
FOR THE PURPOSE OF PERFORMING CERTAIN PRE-DEVELOPMENT ACTIVITIES**

WHEREAS, Habitat for Humanity of Greater Newburgh, Inc. has expressed an interest in acquiring several City-owned properties for redevelopment; and

WHEREAS, Habitat for Humanity of Greater Newburgh, Inc. has requested that the City of Newburgh allow them access to these City-owned properties for the purpose of and to perform certain pre-development activities, including evaluation of structural viability and environmental testing before finalizing an offer of purchase; and

WHEREAS, such access to the properties requires the parties to execute a license agreement, a copy of which is attached hereto and made a part of this resolution; and

WHEREAS, this Council has reviewed such license and has determined that entering into such license agreement would be in the best interests of the City of Newburgh and its further development;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the Interim City Manager be and he is hereby authorized to enter into the attached license agreement with Habitat for Humanity of Greater Newburgh, Inc., and their contracted agents to allow access to several City-owned properties for the purpose of and to perform structural evaluation and environmental testing.

## LICENSE AGREEMENT

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, two thousand and fourteen by and between the CITY OF NEWBURGH, a municipal corporation organized and existing under the laws of the State of New York with offices at 83 Broadway, City Hall, Newburgh, New York 12550 as "LICENSOR," and HABITAT FOR HUMANITY OF GREATER NEWBURGH, INC., a private business organization having an address of, 125 Washington Street, Newburgh, New York 12550, and their consultants and contractors as "LICENSEE";

WITNESSETH THAT:

WHEREAS, Licensee desires the license or privilege of gaining access to and performing work upon the premises of Licensor, on behalf of itself and its employees, agents and contractors, as described in Schedule "A" attached hereto.

AND WHEREAS, Licensor is willing to give said license or privilege on the following terms and conditions:

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and conditions hereinafter contained, it is hereby agreed as follows:

First: Licensor hereby gives to Licensee and Licensee's employees, agents and contractors, upon the conditions hereinafter stated, the license or privilege of entering upon Licensor's property as set forth in Schedule "A", in the City of Newburgh, New York, and taking thereupon such vehicles, equipment, tools, machinery and other materials as may be necessary; for the purposes of and to perform certain tasks on said property owned by Licensor, including but not limited to structural evaluation, excavating, filling, boring, testing, sampling, restoration and any and all other work appurtenant thereto.

Second: Licensee agrees to do such work and perform such tasks in such manner as will comply fully with the provisions of any laws, ordinances or other lawful authority, obtaining any and all permits required thereby.

Third: During the term of this Agreement, the parties mutually agree to release and indemnify each other for all claims, damages or expenses resulting from said party's own negligence. It is hereby acknowledged that Licensor is a self-insured municipality.

Fourth: Licensee will perform the subject work in connection with a site assessment and evaluation of vacant residential property, including walk-through inspection, review of City of Newburgh and other records, review of governmental environmental records and data, and other measures relating to underground tanks, potential contamination issues, demolition of structures and related tasks. In the contract by which Licensee retains consultants and contractors, they shall name City as additional

insured under insurance coverage concerning the performance of the tasks referenced herein.

Fifth: This Agreement and the license or privilege hereby given shall expire and terminate upon the completion of the work by Licensee and its agents, employees and contractors, and the restoration of the property to a clean and orderly state and in the same condition as existed prior to the granting of this license, normal wear and tear excepted.

Sixth: It is understood and agreed that no vested right in said premises is hereby granted or conveyed from either party to the other, and that the privileges hereby given are subject to any and all encumbrances, conditions, restrictions and reservations upon or under which the parties held said premises prior to the granting of this license.

Seventh: Without limitation to the general provisions of this Agreement, it is understood and agreed that said work shall be performed in substantially the location and position shown in the attachments hereto, and in accordance with details and specifications as set forth on map or plan hereto attached and hereby made a part hereof.

Eighth: Licensee shall provide copies of all evaluations, tests, results and reports to Licensor within thirty (30) days of Licensee's receipt of said evaluations, tests, results and reports.

WITNESSETH:

THE CITY OF NEWBURGH

LICENSOR

By: \_\_\_\_\_  
James A. Slaughter, Interim City Manager

HABITAT FOR HUMANITY OF GREATER  
NEWBURGH, INC.

LICENSEE

By: \_\_\_\_\_  
Cathy Collins, Executive Director

## SCHEDULE "A"

- 59 Lander Street, Section 23, Block 6, Lot 16.1
- 76 Lander Street, Section 23, Block 2, Lot 12
- 78 Lander Street, Section 23, Block 12, Lot 11
- 82 Lander Street, Section 23, Block 2, Lot 9
- 84 Lander Street, Section 23, Block 2, Lot 8
- 85 Lander Street, Section 23, Block 3, Lot 19
- 93 Lander Street, Section 23, Block 3, Lot 23
- 116 Lander Street, Section 18, Block 10, Lot 5.2
- 122 Lander Street, Section 18, Block 10, Lot 3
- 62 Campbell Street, Section 23, Lot 2, Lot 13
- 61 Campbell Street, Section 23, Block 7, Lot 4
- 130 Third Street, Section 18, Block 9, Lot 13
- 132 Third Street, Section 18, Block 9, Lot 14
- 140 Third Street, Section 18, Block 9, Lot 17
- 112 Johnston Street, Section 18, Block 10, Lot 12
- 117 Johnston Street, Section 18, Block 10, Lot 14
- 118 Johnston Street, Section 18, Block 10, Lot 15
- 120 Johnston Street, Section 18, Block 10, Lot 1
- 127 Johnston Street, Section 18, Block 2, Lot 21
- 143 Washington Street, Section 39, Block 2, Lot 11
- 16 Wilkin Street, Section 26, Block 3, Lot 21

RESOLUTION NO.: 81 - 2014

OF

APRIL 14, 2014

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER  
TO ACCEPT A PROPOSAL FROM VALUATION CONSULTANTS, INC. FOR  
PROFESSIONAL APPRAISAL SERVICES IN THE AMOUNT OF \$1,000.00  
IN CONNECTION WITH THE SALE OF  
210 MILL STREET (SECTION 43, BLOCK 3, LOT 7.1)**

**WHEREAS**, the City of Newburgh is the owner of property commonly known as 210 Mill Street, being more accurately described as Section 43, Block 3, Lot 7.1 on the Official Tax Map of the City of Newburgh; and

**WHEREAS**, pursuant to Resolution No. 133-2009 of August 10, 2009, the City and Frederick J. Visconti, Jr executed an Option to Purchase Agreement, dated August 11, 2009, which provided for the sale of 210 Mill Street at a purchase price of \$100,000.00 per acre.

**WHEREAS**, the City has obtained a proposal from Valuation Consultants, Inc. to perform an appraisal of the subject property to confirm market value prior to the completion of the sale; and

**WHEREAS**, to obtain the best purchase price for the sale of City-owned real property, it is necessary and appropriate to retain licensed appraiser;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the Interim City Manager be and he is hereby authorized to accept the proposal of Valuation Consultants, Inc. in the amount of One Thousand (\$1,000.00) Dollars with such terms and conditions as Corporation Counsel may require as necessary and appropriate under law, same as being in the best interests of the City of Newburgh to prepare an appraisal in connection with the sale of 210 Mill Street.

6 Front Street

Newburgh, New York

12550

Tel. 845-568-0600

Fax. 845-568-0699



April 2, 2014

Mr. James Slaughter, City Manager  
City of Newburgh  
83 Broadway  
Newburgh, New York 12550

E-Mail: [citymanager@cityofnewburgh-ny.gov](mailto:citymanager@cityofnewburgh-ny.gov)

RE: VACANT INDUSTRIAL LAND - 3.10 ACRES  
146-172 MILL STREET  
SBL: 43-3-7.1  
NEWBURGH, NEW YORK

Dear Mr. Slaughter:

I am writing to confirm that my company is available to perform an appraisal to estimate a market value of the property. The appraisal report will include property identification, assessment, taxes, property description, highest and best use conclusion, a Sales Comparison Approach and a reconciliation of value.

The cost to complete this assignment as an appraisal report in a summarized format is \$1,000. The time to complete this assignment will be two to three weeks from date the of approval.

If the above meets with your approval, please sign below and return to us to begin this assignment. The fee is due and payable upon completion of the report.

Thank you for this opportunity to serve you. This fee quote and turnaround time is valid for 45 days from date of letter, after which time we reserve the right to change our terms

Sincerely,

Approved By:

Gregory R. Langer

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RESOLUTION NO.: 82 - 2014

OF

APRIL 14, 2014

A RESOLUTION AUTHORIZING THE EXECUTION  
OF AN AGREEMENT WITH LANDMARK ARCHAEOLOGY, INC. IN THE AMOUNT  
OF \$39,873.00 TO PROVIDE ARCHAEOLOGICAL SERVICES  
FOR THE TYRONE CRABB PARK PROJECT

WHEREAS, the City of Newburgh continues to develop Tyrone Crabb Park; and

WHEREAS, the Tyrone Crabb Park site is located within the East End Historic District and contains archeological deposits and architectural remains that are considered to be contributing to the EEHD and the Tyrone Crabb Park site is eligible for inclusion in the National Register of Historic Places; and

WHEREAS, Phase I and Phase II site investigations have been completed and Phase III fieldwork, archaeological monitoring and site mapping is required in the southwestern area of the site fronting Grand Street and a narrow corridor parallel to South Street; and

WHEREAS, Landmark Archaeology, Inc. has submitted contract and a scope of services for the Phase III site investigation; and

WHEREAS, the cost for such Phase III site work shall be in the amount of Thirty Nine Thousand Eight Hundred Seventy Three (\$39,873.00) Dollars; and

WHEREAS, funding for such services shall be derived from H1.7110.0409.7100.000; and

WHEREAS, this Council has reviewed the attached contract and scope of services and determined that entering into such contract for the Phase III site work is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and he is hereby authorized to execute an agreement in the form annexed hereto with other provisions as Counsel may require with Landmark Archaeology Inc. in the amount of \$39,873.00 to provide archaeological services in connection with the Phase III site investigation of the Tyrone Crabb Park site.

**PHASE III ARCHAEOLOGICAL CONSULTING AGREEMENT**

*between  
Landmark Archaeology, Inc., Altamont, New York  
and  
City of Newburgh, New York*

This Agreement (this "Agreement") dated as of March \_\_\_\_, 2014, by and between Landmark Archaeology, Inc., a New York corporation having an address at 6242 Hawes Road, Altamont, New York 12009-4606 ("Landmark") and City of Newburgh having an address at 83 Broadway, Newburgh, New York 12550.

**NOW, THEREFORE**, in consideration of the mutual promises herein set forth and subject to the terms and conditions hereof, the parties agree as follows:

1. ***Engagement.***

The City of Newburgh hereby engages Landmark and Landmark hereby agrees to perform Phase III archaeological investigations for the Tyrone Crabb Park Project, to the best of its ability, in accordance with the scope of work (Exhibit A) and project terms and conditions (Exhibit B).

2. ***Term.***

The term of this Agreement shall commence as of the date the City of Newburgh provides Landmark with written notice to proceed, unless otherwise herein stated, and shall terminate one (1) year later; provided, however, that the parties may, upon mutual agreement in writing, extend the term of this Agreement.

3. ***Compensation.***

As compensation for all services rendered by Landmark under this Agreement, the City of Newburgh shall pay Landmark a lump-sum fee of \$39,873.00. This amount shall be

billed by Landmark in three installments: 50 percent upon completion of fieldwork, 30 percent upon the completion of field and data analysis, and 20 percent upon completion and submittal of final report. Each invoice shall be paid in full within thirty (30) days of its date of issuance. If payment is not timely made by the City of Newburgh, a two percent (2%) late charge shall automatically be added to the outstanding balance of the invoice. Furthermore, in the event a balance remains unpaid on any invoice for more than sixty (60) days from the date of invoice, Landmark shall have the right, upon ten (10) days written notice to the City of Newburgh, to immediately cease performance of any of its obligations due under this Agreement and shall further have the right to immediately cancel this Agreement.

4. ***Duties.***

Landmark shall provide archaeological services to the City of Newburgh in accordance with the scope of work (Exhibit A). Landmark shall perform its services for the City of Newburgh in a good and workmanlike manner. The City of Newburgh may personally meet with Landmark to review work progress during performance of the fieldwork stage of the project. Any further meetings after the completion of fieldwork that require Landmark personnel to travel shall be considered an additional expense and will require a change-order.

Unanticipated and unforeseen discoveries may require additional work to be performed by Landmark. In the event such a situation arises, Landmark shall immediately notify the City of Newburgh of the discovery, the additional work to be performed and the cost of such additional work. No additional work shall be performed by Landmark without prior written agreement with the City of Newburgh, as contained in a change - order. Landmark, however, shall be authorized to take any action it deems necessary in what it reasonably determines to be

an emergency situation.

Delay in performance of this Agreement by Landmark shall not be considered a breach to the extent such delay has been caused by weather, site conditions, acts of God, governmental, permitting, approval or municipal delays or delays caused by subcontractor delays or nonperformance, unforeseeable or unknown conditions, facts or circumstances, including unanticipated or unforeseeable discoveries.

All additional work which the City of Newburgh requests Landmark perform shall be done on a change - order basis. The work to be done and the compensation to be paid shall be agreed in advance in writing.

The City of Newburgh shall be solely responsible for applying for, paying for, and obtaining all necessary permits and approvals, whether federal, state, local or otherwise.

5. *Independent Contractor.*

It is expressly agreed that Landmark is acting as an independent contractor in performing its services hereunder. The City of Newburgh shall carry no Workers' Compensation insurance or any health or insurance to cover Landmark. The City of Newburgh shall not pay any contributions to Social Security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits which might be expected in an employer-employee relationship.

6. *Liability Limit.*

In no event shall the liability of Landmark exceed the total sum of the consideration paid by the City of Newburgh to Landmark.

7. *Modification of Agreement.*

This Agreement may be modified by the parties hereto only by a written supplemental agreement executed by both parties.

8. ***Notice.***

Any notice required or permitted to be given hereunder shall be sufficient if in writing, and if sent by registered or certified mail, postage prepaid, addressed as follows:

If to the City of Newburgh: 83 Broadway  
Newburgh, New York 12550

If to Landmark: 6242 Hawes Road  
Altamont, New York 12009-4606

or to such other address as the parties hereto may specify, in writing, from time to time.

9. ***Waiver of Breach.***

The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

10. ***Titles.***

The titles of the Sections herein are for convenience of reference only and are not to be considered in construing this Agreement.

11. ***Governing Law.***

This Agreement and its interpretation, validity and performance shall be construed and enforced in accordance with the laws of the State of New York and the parties consent to and designate arbitration, as the dispute resolution method and means, in accordance with the rules of the American Arbitration Association, to be conducted in the County of Albany,

New York.

12. ***Entire Agreement.***

Each party hereto acknowledges that it or they have read this Agreement, understands it, and agrees to be bound by its terms, and further acknowledges and agrees that it is the complete and exclusive statement of the agreement and understanding of the parties regarding the subject matter hereof, which supersedes and merges all prior proposals, agreements and understandings, oral and written, relating to the subject matter hereof. This Agreement may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

13. ***Benefit and Binding Effect.*** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

14. ***Counterparts.*** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

City of Newburgh

By: \_\_\_\_\_

Landmark Archaeology, Inc.



By: \_\_\_\_\_  
Susan Gade, President

# EXHIBIT A

## DATA RECOVERY PLAN

for

Tyrone Crabb Park Site (A07140.002570)

City of Newburgh

Orange County, New York

May 2013

This document presents a Data Recovery Plan (DRP) for the Tyrone Crabb Park Site (A07140.002570), a historic site in the City of Newburgh, Orange County, New York. The plan was requested by the City of Newburgh, New York in order to negate the adverse effects of the proposed Tyrone Crabb Park. The DRP is designed to serve as the basis for a determination of "Adverse Effect" in accordance with the regulations of the Advisory Council on Historic Preservation. The DRP outlines a series of research issues and methodological procedures for completing Phase III data recovery at the site. The Tyrone Crabb Park Site is located in the East End Historic District and contains archaeological deposits and architectural remains that are considered to be a contributing property to this district. As such, it has been recommended as eligible for inclusion in the National Register of Historic Places (NRHP) under Criterion d.

### A. Site Description

The Tyrone Crabb Park Site is a historic site located on the northeast corner of Grand and South streets in the City of Newburgh, New York (Figure 1). The site occupies 3237.5 square meters (0.8 acres) which encompasses the entire area that will be developed into the Tyrone Crabb Park. The site was recorded during a Phase I study of the proposed park parcel (Gade et al. 2012).

Historic maps document the park location as encompassing three lots with structures dating to at least 1884. Phase I and II investigations of the park found archaeological deposits and architectural remains related to these structures and identified 19 features. Additionally, intact yard deposits also were encountered at the site. Cultural material recovered from the site dates the features and deposits primarily from the late nineteenth to mid twentieth century. However, there is evidence of earlier use of the parcel based on the recovery of artifacts (e.g., manganese mottled earthenware, white salt-glazed stoneware, tin-enameled earthenware, Jackfield-type earthenware, etc.) dating to the early to mid eighteenth century.

Based on Phase I and II results, the Tyrone Crabb Park Site is eligible for inclusion in the NRHP under Criterion d and it should be considered a contributing resource to the East End Historic District. The site has yielded, and has potential to yield additional information important to the settlement, early history and economic growth of the City of Newburgh.

The northwestern quadrant of the parcel is evaluated to have limited research potential due to widespread mixing of cultural deposits. Architectural remains, while present in this area, contained a mix of modern and historic materials. This area of the site lacks integrity and does not appear to contain data of additional research value to the district. The noncontributing portion of the site is illustrated in Figure 2.

### B. Data Recovery Methods

Earthmoving impacts to the NRHP-eligible portion of Tyrone Crabb Park Site are limited to the southwestern area of the site fronting Grand Street and a narrow corridor parallel and next to

South Street (see Figure 2). Phase III fieldwork for this area of the site will include archaeological monitoring and feature excavation, if applicable. The remaining area of the NRHP-eligible site will remain as is or will be receiving up to 12 inches (30.5 cm) of fill.

Archaeological Monitoring: Archaeological monitoring will occur during all earthmoving activities in all areas of the NRHP-eligible portion site (Figure 2). The goal of the monitoring is to examine and record archaeological features or artifact concentrations indicative of features. If features or artifact concentrations become evident during construction, the area will be examined by the monitoring archaeologist to determine the nature and extent of the archaeological remains. Areas of potential features will be shovel skimmed and/or troweled to further delineate features in planview. Each feature/artifact concentration exposed during mechanical excavation will be visually inspected by the Principal Investigator or Field Director.

If historic features or artifact concentrations are found, they will be mapped in planview and profile, photographed, and excavated by cross sectioning. The excavated matrix will be screened through 1/4-inch mesh hardware cloth. Feature excavation will be designed to obtain a sample sufficient to characterize the function, age, and temporal use span of the feature. Feature excavation will not exceed the horizontal extent and vertical depth of the APE. Architectural components of features such as walls, footings, and floors, will be described, photographed and mapped. The location of all features/artifact concentrations identified during monitoring activities will be mapped with a total station.

Prehistoric features, if encountered, will be mapped in planview and photographed. Feature soils will be sampled (2-liter size) and curated for future flotation processing. If sufficient samples of charcoal or burned organics are found within prehistoric features, they will be collected for dating. All excavated prehistoric feature matrix will be screened through 1/4-inch mesh hardware cloth.

Standard archaeological forms for feature excavations will be maintained throughout field investigations, (e.g., feature forms, vertical and horizontal excavation plans, stratigraphic profiles with soil descriptions in standard terminology). All artifacts and cultural data recovered will be bagged according to provenience. Photographs of the excavations will be taken throughout the duration of fieldwork.

Site Mapping: A comprehensive detailed site map shall be compiled which will illustrate any Phase III excavations, any identified features, and topographic details. Site mapping will be completed using a total station surveying instrument.

End-of-Field Letter: At the end of ground disturbing activities in the archaeological sensitive area of the Tyrone Crabb Park Site an end-of-field letter will be submitted to the OPRHP. The letter will describe all field efforts and will summarize results. The letters will be submitted to the OPRHP within one week after the completion of monitoring/fieldwork.

### C. Data Analysis

All of the artifacts recovered during the Phase III data recovery will be transported to Landmark Archaeology, Inc. to be processed, cataloged and analyzed. Historic artifacts will be sorted into material types for analysis and each artifact will be assigned to an artifact class. Artifact class definitions will follow South's (1977) criteria. Historic artifacts will be tabulated by class, with temporally diagnostic attributes noted whenever possible. Deposits will be associated with specific occupations through identifying manufacturing date ranges of material culture,

tabulating mean ceramic dates (MCD) and terminus post quem (TPQ) determination (South 1977). Faunal remains, if recovered, will be examined by a zooarchaeologist.

If prehistoric artifacts are found, they will be sorted into material types for analysis and each artifact will be assigned to an artifact class. Lithic materials will be segregated into tool classes and debitage classes will be related to lithic reduction technology. Attributes recorded for each class will include material type, size, and weight. Thermal alteration also will be noted. Fire-cracked rock (fcr) and unmodified imported rock will be counted, measured and weighed. Pottery will be analyzed according to surface treatment, paste, color, and temper. Vessel part and decorative styles will be recorded and analysis will concentrate on ware identification.

#### D. Artifact Curation

All artifacts and other materials collected, including all notes, photographs, and other data generated during the performance of the Phase III data recovery shall be available for research and educational purposes. The state approved facility or institution shall offer appropriate curatorial facilities (cf. 36 CFR 79) for long term maintenance of the materials. Curation of all data generated during the Phase I, II, and III study will be curated at the New York State Museum upon acceptance of the collection by the Museum. Documentation that the collection has been accepted at the Museum or another accredited repository will accompany the draft report submittal to the OPRHP. It will be the responsibility of Landmark Archaeology, Inc. to curate and protect the material until acceptance by the curation facility.

#### E. Final Report Documentation

A technical report will be prepared in accordance with the New York Archaeological Council standards (NYAC 1994). The report will provide detail of any archaeological features and/or artifact concentrations examined during monitoring procedures. Additionally, the report will provide discussion of the research design, field methods, analysis results, and interpretation. A draft copy of the report will be submitted to the OPRHP. Once comments are received, one copy of the final report will be submitted to the OPRHP. In addition to the paper copy, the final report will be made available to other researchers on CD in *Adobe Acrobat* format.

#### F. Human Remains

In the event that human remains are encountered during archaeological excavations or construction, the State Historic Preservation Office/New York State Office of Parks, Recreation and Historic Preservation Human Remains Discovery Protocol will be implemented (Appendix 1).

#### G. Unexpected Discovery

Should previously unidentified archaeological resources be discovered, the City of Newburgh shall contact the OPRHP immediately. All excavations and construction activities shall halt in the vicinity of the finds. Should such a discovery occur during Phase III fieldwork, the Principal Investigator will notify the City and the OPRHP. Should the discovery occur during construction, a qualified archaeologist shall inspect the area and determine the extent of the affected resource. Notification of unforeseen discoveries to the OPRHP will allow the OPRHP an opportunity to comment regarding the significance of the discovery. Should the discovery be deemed significant, the City of Newburgh shall submit a plan to OPRHP for approval for its avoidance, protection or recovery of information.

#### H. Public Programming

The City will prepare and construct permanent signage at the Park that summarizes the historic use of the parcel.

#### I. Professional Qualifications

All archaeological work carried out pursuant to this document shall be conducted by or under the direct supervision of an archaeologist who meets the Secretary of the Interior's Qualifications Standards (48 FR44738-9, September 29, 1983). Susan Gade and Derrick Marcucci will be the Principal Investigators for the project.

#### J. Site Preservation and Long Term Maintenance

Prior to any construction on the site, a temporary construction fence shall be erected around the perimeter of the site area where no earthmoving activities will take place to ensure that heavy machinery does not inadvertently intrude into the area. A pre-construction meeting will be held on-site with the City and construction supervisors so that the site's boundaries are clearly understood.

The City shall provide to OPRHP, a maintenance plan for long term site preservation and assessment. This plan shall identify the means and schedule of a routine assessment of the site condition. Such assessment shall occur, at minimum, biannually. The plan shall include written documentation of each assessment for submittal to OPRHP.

#### REFERENCES CITED

- Gade, Susan, Scott Padeni and Derrick J. Marcucci  
2012 *Phase I and II Archaeological Investigations and the Proposed Tyrone Crabb Park Project, City of Newburgh, Orange County, New York*. Prepared for the City of Newburgh, Newburgh, New York, by Landmark Archaeology, Inc, Altamont, New York.
- New York Archaeological Council, The  
1994 *Standards for Cultural Resource Investigations and the Curation of Archaeological Collections in New York State*. The New York Archaeological Council.
- South, Stanley  
1977 *Method and Theory in Historic Archaeology*. Academic Press, New York.

APPENDIX 1

**State Historic Preservation Office/  
New York State Office of Parks, Recreation and Historic Preservation  
Human Remains Discovery Protocol**

In the event that human remains are encountered during construction or archaeological investigations, the State Historic Preservation Office (SHPO) requires that the following protocol is implemented:

- At all times human remains must be treated with the utmost dignity and respect. Should human remains be encountered work in the general area of the discovery will stop immediately and the location will be immediately secured and protected from damage and disturbance.
- Human remains or associated artifacts will be left in place and not disturbed. No skeletal remains or materials associated with the remains will be collected or removed until appropriate consultation has taken place and a plan of action has been developed.
- The county coroner and local law enforcement as well as the SHPO and the involved agency will be notified immediately. The coroner and local law enforcement will make the official ruling on the nature of the remains, being either forensic or archeological. If the remains are archeological in nature, a bioarchaeologist will confirm the identification as human.
- If human remains are determined to be Native American, the remains will be left in place and protected from further disturbance until a plan for their avoidance or removal can be generated. The involved agency will consult SHPO and appropriate Native American groups to develop a plan of action that is consistent with the Native American Graves Protection and Repatriation Act (NAGPRA) guidance.
- If human remains are determined to be Euro-American, the remains will be left in place and protected from further disturbance until a plan for their avoidance or removal can be generated. Consultation with the SHPO and other appropriate parties will be required to determine a plan of action.

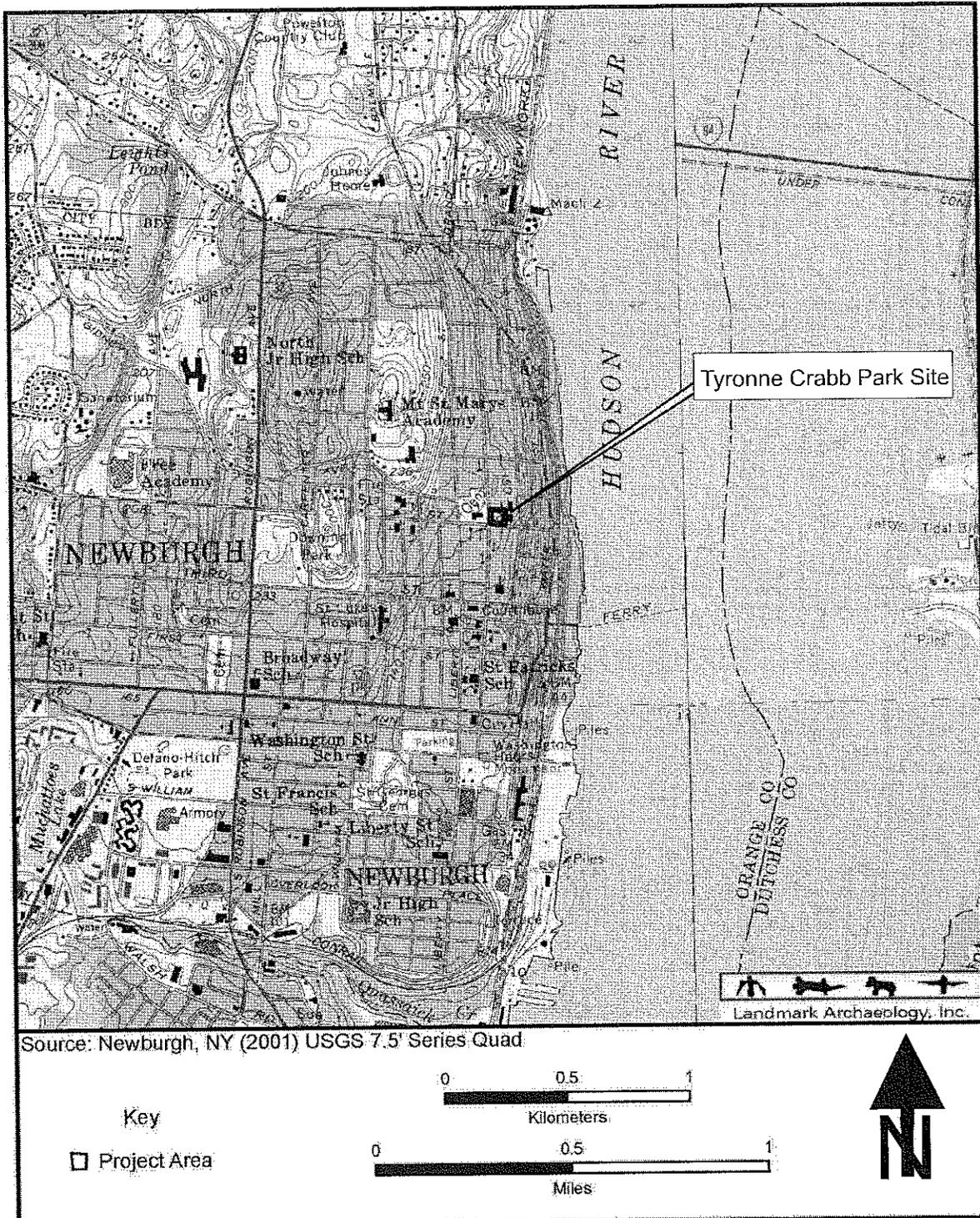


Figure 1: Tyrone Crabb Park Site



FIGURE 2: Data Recovery Plan Monitoring Limits

## EXHIBIT B

Terms and Conditions  
Data Recovery Plan  
Tyrone Crabb Park, City of Newburgh, New York  
March 24, 2014

- Project cost is lump-sum \$39,873
- Cost assumes three (3) weeks (Monday-Friday, 8-4:3) of continuous field effort totally 15 work days
- Unexpected discoveries that require extending fieldwork beyond 15 days will be billed \$1,000/day
- A maximum of 1,000 artifacts will be washed/cataloged and analyzed. If artifacts exceed 1000, an additional \$0.79 per artifact will be billed
- Landmark is not responsible for providing or paying rental fees for large machinery required for the project, or time/materials associated with backfilling, if needed
- If needed, the City will provide and erect temporary safety fencing around any open excavations and security of the project area, if warranted
- Landmark will temporarily store all Phase I, II and III artifacts for a period of six months at no fee
- Cost does not include preparing the collection for permanent curation at a state approved facility
- Cost does not include zooarchaeologists fees associated with conducting faunal (bone) analysis, if needed

RESOLUTION NO.: 83 - 2014

OF

APRIL 14, 2014

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER  
TO EXECUTE AN AGREEMENT WITH HUDSON BAYLOR CORP.  
FOR RECYCLING SERVICES**

**WHEREAS**, the City of Newburgh wishes to enter into an agreement with Hudson Baylor Corp. for recycling services; and

**WHEREAS**, the term of the agreement will begin on April 1, 2014 and shall expire on April 1, 2015; and

**WHEREAS**, the City will deliver to the processing facilities located at Beacon NY all Single Stream (loose) recycling materials which are received from City residents; and

**WHEREAS**, Hudson Baylor Corp. will pay the City of Newburgh the monthly price of Twenty (\$20.00) Dollars per ton; and

**WHEREAS**, this Council has determined that entering into such agreement 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, in substantially the same form annexed hereto and subject to approval of the Corporation Counsel with such other terms and conditions as Counsel may require, with Hudson Baylor Corp. for recycling services.

## RECYCLING SERVICES AGREEMENT

This Recycling Services Agreement ("Agreement") is made as of April 1, 2014 between the City of Newburgh ("Generator") and Hudson Baylor Corp. ("Processor"), each individually a "Party" and collectively the "Parties".

Generator and Processor hereby agree as follows:

### 1. RESPONSIBILITIES OF GENERATOR

- 1.1. Generator shall cause to be delivered to Processor's processing facilities located at Beacon NY (the "Facility") all Single Stream (loose ) recycling [which is source separated from all other items] received from each residential, commercial, industrial and institutional recycling customers for whom Generator collects single stream within the City Of Newburgh. Title to the Single Stream shall pass from Generator to Processor upon acceptance at the Facilities. Generator will cause its loads to be delivered in conformance with the Facilities' operating hours and the delivery routines and standards described in the Hauler's Rules attached hereto as Schedule B.

Hours of Operation at the Beacon, NY Facility shall be:

Monday through Friday: 7:00 a.m. to 7:00 p.m.

Saturday: 7:00 a.m. to 12:00 p.m.

Holiday Closings: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day

- 1.2. The Parties expect approximately 100 tons per month of single stream to be generated from all Customers.
- 1.3. Processor may inspect inbound loads and may reject any delivery that appears to contain by volume or weight more than 8% non-Single Stream, or which contains or appears to contain any hazardous, toxic, radioactive or similarly dangerous unacceptable material. Generator shall reimburse Processor for any costs incurred by Processor resulting from Generator's delivery of any rejected load. Title to Unacceptable Material shall not pass from Generator to Processor.

2. **RESPONSIBILITIES OF PROCESSOR:** Processor will receive, process and market all single stream delivered to the Facility by the Generator from the Customer. Processor will provide Generator with a monthly report which shall indicate the date, time and net weight for each load, a report of the total tons received for that calendar month and a billing summary.

3. TERM. The term of this Agreement shall commence on the date hereof and shall expire on April 1, 2015 (the "Term"). The Term shall automatically extend for additional consecutive monthly terms unless either Party, no less than thirty (30) days prior to the end of the then-existing Term, provides written notice to the other Party of its intent to not so extend the Term.
4. PRICING. Pricing for single stream delivered by Generator to the Facility shall be as set forth in Schedule A attached hereto. All invoices for single stream delivered by Generator to the Facility shall be due and payable on a strict net thirty (30) days from date of invoice basis. Interest shall accrue on all past-due invoices at the rate of one-half percent (0.5%) per month from the date due until the date paid, and the Party owing such overdue amounts shall pay any and all costs incurred by the other Party for collection of unpaid balances, including without limitation costs of investigation and attorneys' fees.
5. NOTICES. All notices to be given under this Agreement shall be in writing and delivered personally or shall be sent by recognized overnight courier, in each case with signature required, as follows:

If to Processor:

with a copy to:

Hudson Baylor Corp.  
809 West Hill Street  
Charlotte, NC 28208  
Attention: Sean P. Duffy

David Sturgess, General Counsel  
Re Community Holdings II, Inc.  
809 West Hill Street  
Charlotte, NC 28208

If to Generator:

with a copy to:

James A. Slaughter  
Interim City Manager  
City Hall, 83 Broadway  
Newburgh, NY 12550

Michelle Kelson, Corporation Counsel  
City Hall, 83 Broadway  
Newburgh, NY 12550

Notices shall be deemed received when actually received.

6. MISCELLANEOUS.

- 6.1 Termination. This Agreement may be terminated by either Party in the event of a failure by the other Party to perform a material obligation hereunder (a "Default") if the Default has not been cured by the defaulting Party within thirty (30) days from receipt of notice from the non-defaulting Party.
- 6.2 Assignment. Neither this Agreement nor any of the rights, interests, obligations, and remedies hereunder shall be assigned by either Party, including by operation of law, without the prior written consent of the other, such consent to not be unreasonably withheld, conditioned or delayed, except that no consent shall be

required to assign this Agreement (1) to its parents and subsidiaries or entities under common control with such Party, (2) at its expense to a person, firm, or corporation acquiring all or substantially all of the business and assets of the assigning Party, provided that the assignee assumes the obligations of the assigning Party arising hereunder from and after the date of acquisition, and (3) as security to entities providing financing for the assigning Party or for any of its affiliates or for construction, reconstruction, modification, replacement or operation of any of the facilities of the assigning Party or its parents, subsidiaries or affiliates.

- 6.3 Indemnification. Each Party (each, an "Indemnifying Party") shall indemnify the other Party and any director, officer, affiliate, partner, member or elected or appointed official of the other Party (each, an "Indemnified Party") from and against any and all claims, actions, losses and damages, relating to or arising from personal injury, bodily harm or death, property damage or damage to the environment incurred by any Indemnified Party to the extent that such Losses result from (i) (ii) the material breach by the Indemnifying Party of any of its covenants or agreements contained in this Agreement or (ii) the gross negligence or willful misconduct of the Indemnifying Party or any of its agents, employees or subcontractors.
- 6.4 Limitation of Liability. Neither Party shall be liable to the other for special, incidental, exemplary, punitive or consequential damages.
- 6.5 Insurance. Generator shall maintain, and shall require its subcontractors to maintain, workers' compensation insurance, automobile insurance and commercial general liability insurance in coverage's and amounts satisfactory to Processor. Upon request of Processor, Generator shall provide Processor with evidence reasonably satisfactory to Processor that Generator is insured against any damage, liability or loss caused by the vehicles that deliver Recyclables to the Facility for the Generator or by the drivers thereof. The minimum required insurance coverage limits that must be in place are as follows:

General Liability	\$1 million
Auto Liability	\$1 million
Workers Comp	Statutory Limit

Processor shall be named as an additional insured on applicable policies. If Processor will be supplying equipment for the use of Generator, Generator must provide proof that the equipment is covered against all perils. Processor shall be named as loss payee for this coverage as it relates to Processor owned equipment placed in the customer's custody, care and control.

- 6.6 Force Majeure. Neither Party shall be liable to the other for damages without limitation (including liquidated damages) if such Party's performance is delayed or prevented due to an event of force majeure. In the event of a delay in either Party's performance of its obligation hereunder for more than sixty (60) days due

to a force majeure, the other Party may, at any time thereafter, terminate this Agreement.

7. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but which together will constitute one and the same instrument.

[balance of page intentionally left blank]

[signature page to Recycling Services Agreement]

IN WITNESS HEREOF, the Parties have executed this agreement as of the Effective Date.

HUDSON BAYLOR CORP.

THE CITY OF NEWBURGH

By: \_\_\_\_\_

By: \_\_\_\_\_

Its

Its

Schedule A

1. Single Stream loads delivered into the Beacon, NY Facility:

Processor will pay Generator the monthly price of \$20.00 per ton.

Schedule B

Haulers' Rules

Scale House:

1. Driver shall approach scale SLOWLY.
2. Driver shall report to scale house operator and identify origin and material as single stream.
3. Weigh inbound.
4. Weigh outbound and pick up scale ticket.

Tip Floor Rules:

1. Wait for operator's OK to enter tip floor for dumping.
2. Safety gear shall be worn when driver exits cab.

Yard Rules:

1. Driver shall maintain safe speeds while traveling within the yard.
2. Driver shall not allow litter to be discharged from the body or cab.
3. Driver shall not loiter in the yard.

RESOLUTION NO.: 84 -2014

OF

APRIL 14, 2014

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER  
TO EXECUTE AN AGREEMENT WITH ADVANCED RECOVERY INC.  
FOR COMPUTER AND ELECTRONICS COLLECTION EVENT**

WHEREAS, the City of Newburgh will hold a computer and electronics collection event for City residents on April 25 and 26, 2014; and

WHEREAS, the City of Newburgh wishes to enter into an agreement with Advanced Recovery Inc. to monitor and staff the collection event and to dispose of accepted electronics covered under the New York State Electronic Recycling Act; and

WHEREAS, said contract will be at no cost to the City; and

WHEREAS, this Council has determined that entering into such agreement 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, in substantially the same form annexed hereto with such other terms and conditions as Counsel may require, with Advanced Recycling Inc.

# ADVANCED RECOVERY INC

*A Full Service Electronics, Ferrous, and Non-Ferrous Metals Recycler*  
 EPA # 0000048683 NJDEP # 213728  
[www.advancedrecovery.com](http://www.advancedrecovery.com)

## COMPUTERS AND ELECTRONICS COLLECTION AGREEMENT

This Agreement is entered into this 10<sup>th</sup> day of March, 2014 by and the City Of Newburgh NY (hereinafter "Agency"), and Advanced Recovery, Inc. (hereinafter "ARI").

Agency and ARI hereby agree as follows:

1. On April 25, 2014 from 12 PM until 3PM, and on April 26, from 9AM to 2PM ARI will staff the electronic collection events. ARI shall have present trained personnel, supplies, equipment to handle, containerize, label, load and transport all collected material for disposal in a manner which conforms to state and federal laws or regulations. Collection site is to be determined.
2. The Agency shall provide a person in charge to direct traffic and to maintain order throughout the collection program.
3. ARI shall accept computers, televisions, monitors, laptops, printers, copiers, fax machines and all other covered electronics under the NYS electronic recycling Act.
4. ARI shall be deemed to be the "generator" and take "title" of all Wastes accepted throughout the collection program except as otherwise noted.
5. ARI represents that it shall possess on the day of collection:
  - a. A valid EPA Identification number for generation and transportation of electronics.
  - b. A valid state transporters license and vehicle identification device for each vehicle for transportation of electronics.
  - c. All insurance coverage's listed with the Agency as additional insured.
6. April 25, 12 PM to 3PM-For Businesses
  - a. Businesses have to contact ARI for an appointment time and to complete a NYS DEC C7 form.
  - b. Each business will be charged \$20.00.
  - c. Please send all inquiries to Frank Funicella at [ffunicella@advancedrecovery.com](mailto:ffunicella@advancedrecovery.com). Phone number 845-858-8809.
7. April 26, 9AM to 2PM-General Public
  - a. Each car or pickup truck will be charged \$10.00.

50 Grafton Avenue - Newark, NJ 07104  
 Tel 973-485-9100 Fax 973-485-8844

41 Mechanic Street - Port Jervis, NY 12771  
 Tel 845-858-8809 Fax 845-858-8848

512 Sandy Street - Fairmont, NC 28340  
 Tel 910-628-8803 Fax 910-628-6341

# ADVANCED RECOVERY INC

*A Full Service Electronics, Ferrous, and Non-Ferrous Metals Recycler*  
EPA # 06000048683 N.JDEP # 213723  
[www.advancedrecovery.com](http://www.advancedrecovery.com)

8. The Agency represents and warrants that execution of this Agreement by the signatory below has been duly authorized and is in conformance with applicable provisions of state and local law.

9. Any notice or other communication given under this Agreement shall be in writing and mailed to the following.

To Agency:  
City of Newburgh

To Advanced:  
Advanced Recovery, Inc.  
39-41 Mechanic Street  
Port Jervis, NY 12771  
ATT: Frank Funicella

The validity, interpretation and performance of this Agreement shall be in accordance with the laws of New York.  
IN WITNESS WHEREOF, the parties hereto execute this Agreement by their duly authorized representative.

City Of Newburgh, NY  
Signature: [Signature]  
Title: Public Works Manager  
Date: 3/20/14

Advanced Recovery, Inc  
Signature: [Signature]  
Title: President  
Date: 3-19-2014

RESOLUTION NO.: 85 - 2014

OF

APRIL 14, 2014

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO  
AND EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE  
NHS CENTER FOR HOPE AND THE CITY OF NEWBURGH POLICE DEPARTMENT  
TO PROVIDE FOR YOUTH POLICE INITIATIVE (YPI) TRAININGS**

**WHEREAS**, the Center for Hope's mission is to provide opportunities for youth to positively engage and develop pro-social activities that nurture their talents and interests; and

**WHEREAS**, the City of Newburgh wishes to enter into a Memorandum of Understanding with the Center for Hope to provide four (4) Youth Police Initiative ("YPI") Trainings in the calendar year of 2014; and

**WHEREAS**, the YPI offers a highly interactive, experiential and structured program based upon evidence-based principles that help youth to overcome their stereotypes and negative histories with police while developing new levels of communication that have engendered sustainable relationships and reduced negative interactions; and

**WHEREAS**, NHS Center for Hope will fully reimburse the police officers for their overtime upon the completion of the trainings; and

**WHEREAS**, a copy of such Memorandum of Understanding is annexed hereto and made a part hereof; and

**WHEREAS**, the City Council has examined such Memorandum of Understanding and determined it to be in the best interests of the City of Newburgh to enter into same;

**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 execute and enter into this Memorandum of Understanding between the NHS Center for Hope and the City of Newburgh, in a form subject to approval of Corporation Counsel to provide for Youth Police Initiative Trainings.



March 14, 2014

Ms. Elizabeth Evans  
Newburgh City Hall

Dear Ms. Evans,

This letter will serve as a Memorandum of Understanding between NHS Center for Hope and The City of Newburgh Police Department.

#### **I. MISSION**

Center for Hope's mission is to provide opportunities for youth to positively engage and develop pro-social activities that nurture their talents and interests.

Center for Hope has been in existence for three years and continues to flourish in its mission to serve the children and youth of this community.

In service to the youth of this city, Center for Hope has partnered with the North American Family Institute (NAFI) and the City of Newburgh Police department in administering YPI (Youth Police Initiative) trainings.

The City of Newburgh police department's mission is to provide the highest level of professional service to those who live, visit, work in, or travel through this community. They also zealously protect life and property and promote individual responsibility and community commitment, while scrupulously safeguarding the rights of citizens and our police officers.

In October of 2012, Center for Hope partnered with NAFI (North American Family Institute) in piloting the YPI (Youth Police Initiative) in the City of Newburgh. The Youth & Police Initiative (YPI) offers a highly interactive, experiential and structured program based upon evidence-based principles that help youth to overcome their stereotypes and negative histories with police, while developing new levels of communication that have engendered sustainable relationships and reduced negative interactions.

Together, the Parties enter into this Memorandum of Understanding to mutually promote the well being and positive development of the youth of this city through the YPI trainings. Accordingly, NHS Center for Hope and the City of Newburgh Police Department, operating under this MOU agree as follows:

**II. PURPOSE AND SCOPE**

There will be four YPI trainings in the calendar year of 2014. Training will be five days in duration; two police officers will work the first two days and each will accumulate five hours of overtime. The remaining three days will require five police officers who will each accumulate 12.5 hours of overtime. Selected officers will be required to attend all trainings as well as the graduation.

NHS Center for Hope will reimburse the police officers for their overtime upon receiving an invoice from City Hall, detailing the total overtime sum.

NHS will also be responsible for coordinating the trainings, providing youth for participation, providing food and graduation certificates.

**III. RESPONSIBILITIES**

Each party will appoint a person to serve as the official contact and coordinate the activities of each organization in carrying out this MOU. The initial appointees of each organization are:

Lt. Thomas Murphy  
City of Newburgh Police Department  
Newburgh, NY 12550

And,

Ms. Marie Gulari  
County Director  
NHS Center for Hope  
280 Broadway, Suite 503  
Newburgh, NY 12550

**IV. TERMS OF UNDERSTANDING**

The term of this MOU is for a period of one year from the effective date of this agreement and may be extended upon written mutual agreement. It shall be reviewed at least quarterly to ensure that it is fulfilling its purpose and to make any necessary revisions.

Either organization may terminate this MOU upon thirty (30) days written notice without penalties or liabilities.

**Authorization**

The signing of this MOU is not a formal undertaking. It implies that the signatories will strive to reach, to the best of their ability, the objectives stated in the MOU. On behalf of the organization I represent, I wish to sign this MOU and contribute to its further development.

NHS Center for Hope  
Marie Gulari, County Director

DATE:

City of Newburgh Police Department  
Lt. Thomas Murphy

DATE

RESOLUTION NO.: 80 - 2014

OF

APRIL 14, 2014

**A RESOLUTION ADOPTING THE CITY OF NEWBURGH  
PROCUREMENT CARD (P-CARD) POLICY AND PROCEDURE**

**BE IT RESOLVED**, that the City Council of the City of Newburgh, New York hereby adopts the City of Newburgh Procurement Card (P-Card) Policy and Procedure, a copy of which is attached hereto and made a part of this Resolution; and

**BE IT FURTHER RESOLVED**, that this Policy shall take effect on May 1, 2014.



# City of Newburgh City Comptroller's Office

City Hall – 83 Broadway  
Newburgh, New York 12550

Tel. (845) 569-7322  
Fax (845) 569-7490

John J. Aber  
City Comptroller  
[jaber@cityofnewburgh-ny.gov](mailto:jaber@cityofnewburgh-ny.gov)

**TO:** City Manager  
**FROM:** John J. Aber, City Comptroller  
**DATE:** March 21, 2014  
**SUBJECT:** Procurement Card Policy

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## I PURPOSE

The purpose of this memorandum is to set forth the policies and procedures for using the City of Newburgh's Procurement Card (P-Card), for the procurement of goods. This policy is written to ensure compliance with all County, State and Federal procurement rules and regulations.

## II GENERAL

The Office of the Comptroller will be responsible for ensuring compliance with this policy.

## III ASSIGNMENT OF PROCUREMENT CARD

Issuance of the Procurement Card is determined by the City Comptroller and the City Manager. Request for issuance of a Procurement Card must be made in writing to the City Comptroller.

## IV CRITERIA FOR UTILIZING PROCUREMENT CARD

The Procurement card is for use to procure goods (supplies and materials). It cannot be used for the Procurement of Services. Detailed below are guidelines for using the Procurement Card:

- A. The total cost for one transaction cannot exceed \$5,000.
- B. Order cannot be split to avoid the \$5,000 limit.
- C. The authorized limit for the Procurement Card is established by the City Comptroller.

- D. The authorized limit for the Procurement Card is reduced as the card is used.
- E. The limit set for the Procurement Card is restored once the bill is paid by the City Comptroller.
- F. The Procurement Card can only be used to procure supplies or materials for the City of Newburgh use.
- G. The Procurement Card cannot be used to purchase gasoline.
- H. The Procurement Card cannot be used for travel.

## V PROCESSING PAYMENTS

- A. Upon placing an order with the Procurement Card, the Department Head will print out the order and receipt for his/her records.
- B. The order and receipt will be recorded on the "City of Newburgh P-Card Monthly Reconciliation file" (see attached).
- C. At the end of the month and upon receipt of the bill from the credit card company, the Office of the Comptroller will send the itemized procurement card bill to the Department Head for review and signoff.
- D. The Department Head will compare the bill to his/her Monthly Reconciliation File, attach all the original invoices to the file, sign it and send it back to the Office of the Comptroller. The itemized bill along with the invoices and Monthly Reconciliation File are due back to the Office of the Comptroller within 3 business days.
- E. The Office of the Comptroller will review the Monthly Reconciliation File, record the expense against the Department's budget in KVS and issue payment to the credit card company.
- F. The Monthly Reconciliation File along with the original invoices will be filed by the Office of the Comptroller by month in a secure file cabinet.
- G. Failure to comply with policy will result in termination of the Department Heads Procurement Card.

RESOLUTION NO.: 87-2014

OF

APRIL 14, 2014

RESOLUTION AMENDING RESOLUTION NO: 247-2013,  
THE 2014 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK TO  
TRANSFER ONE PART-TIME SEASONAL POSITION FROM THE DEPARTMENT OF  
PUBLIC WORKS TO THE DEPARTMENT OF PARKS AND RECREATION

BE IT RESOLVED, by the Council of the City of Newburgh, that Resolution No: 247-2013, the 2014 Budget of the City of Newburgh, is hereby amended as follows:

		<u>Decrease</u>	<u>Increase</u>
A.7188	Delano-Hitch Park and Stadium		
.0102	Part time	\$ 10,793.00	
A.7140	Recreation		
.0102	Part-Time		\$ 10,793.00

RESOLUTION NO.: 88 - 2014

OF

APRIL 14, 2014

**A RESOLUTION TO AUTHORIZE THE INTERIM CITY MANAGER TO ENTER INTO  
TWO AGREEMENTS WITH CONKLIN SERVICES & CONSTRUCTION INC.  
FOR PROFESSIONAL SERVICES IN CONNECTION WITH  
PETROLEUM BULK STORAGE COMPLIANCE  
AT A COST NOT TO EXCEED \$10,320.00**

**WHEREAS**, the City of Newburgh is required to comply with the NYS Department of Environmental Conservation Petroleum Bulk Storage regulations issued under Article 17 of the NYS Environmental Conservation Law; and

**WHEREAS**, the City Engineer has identified one previously unregistered underground storage tank and two previously unregistered above ground storage tanks located at the City's Waste Water Treatment Plant; and

**WHEREAS**, the underground storage tank is no longer in use and must be drained and properly closed down and the above ground storage tanks require certain modification work to be in compliance with the applicable regulations; and

**WHEREAS**, Conklin Services & Construction Inc. has submitted proposals to address the work required for the underground storage tank and the above ground storage tank in an amount not to exceed \$9,120.00 and \$1,200.00, respectively; and

**WHEREAS**, funding for said petroleum storage tank work shall be derived from G.1900.1990.

**WHEREAS**, this Council has determined that entering into the proposed agreements to ensure the City's compliance with the Petroleum Bulk Storage regulations 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 hereby is authorized to enter into an agreement with such terms and conditions as Corporation Counsel may require as necessary and appropriate under law, same as being in the best interests of the City of Newburgh with Conklin Services & Construction Inc. to drain and closed down the underground storage tank and to complete the modification work to the two above ground storage tanks located at the Waste Water Treatment Plant at a cost not to exceed Ten Thousand Three Hundred Twenty (\$10,320.00) Dollars.



# CONKLIN SERVICES & CONSTRUCTION INC.

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94 Stewart Avenue · Newburgh, NY 12550  
(845) 561-1512 · Fax (845) 561-1204  
[www.pumpandtank.com](http://www.pumpandtank.com)

March 24, 2014  
Newburgh, City of  
ATTN: Jason C. Morris, PE  
CITY HALL  
BROADWAY and GRAND ST.  
NEWBURGH, NY 12550

**SUBJECT: Abandon Underground Fuel Oil Storage Tank at Waste Water Plant**

Dear Sir:

We are pleased to offer the estimate outlined below.

Abandonment in place of one (1) 1,000 or (1) 2,000 gallon Underground Fuel Oil Storage Tank as noted:

- Call New York Dig Safe and Pro Tek before any excavation,
- Excavate to top of tank and cut open for removal of content.
- Removal of any clean oil, property of CSC
- Removal of any liquid waste @ \$0.65/gal
- Clean tank bottoms and drum for removal, allowed for three (3) drums
- Fill tank for abandonment with K Crete
- Backfill excavated area, no landscaping
- Engineering oversight & Regulatory interface
- Write closure report abandonment

**Total Cost: \$8,592.00 (1,000 gallon)**

**Total Cost: \$9,120.00 (2,000 gallon)**

**Additional items not included in above prices**

Vacuum truck services- \$154/hr  
Liquid waste disposal- \$ 0.65/gallon  
Tank sludge disposal- \$140/drum  
Soil Samples- \$195/sample  
Environmental Tech \$95/hr



**Terms of Payment:** Upon agreement of this cost estimate please sign below and include a check for 50% of the contract price or issue a credit card number. Credit card will be charged 50% of the contract price. Balance of the contract is due upon receipt. Reports, closure reports and required paperwork will be released upon final payment. Above estimate does not include any applicable sales or use tax, surcharges, in-bound freight, water, rock or contaminated soil charges. All permits and or fees shall be paid for by the customer at cost plus 20% and are not included in the estimate unless otherwise noted. Proposal does not include further DEC requirements for as-built drawings. We will charge for any additional requirements other than a red line as-built on a certified and engineered stamped blueprint at the time of installation. All projects not identified to be Prevailing Wage work prior to acceptance of this proposal are subject to additional invoicing for labor cost differentials if the work is deemed to be Prevailing Wage work after acceptance of this proposal.

Thank you for the opportunity to offer this quote. To confirm this work please sign and date the acceptance line below, return original proposal along with your deposit to our office and retain one copy for your records. Should you need any additional information or assistance, please feel free to contact our office.

Sincerely,

**CONKLIN SERVICES & CONSTRUCTION INC.**

Wayne Girard  
[wayne@conklinservices.com](mailto:wayne@conklinservices.com)  
 Cell: 845-764-6652  
 Sales Representative

\_\_\_\_\_  
 Acceptance Signature

\_\_\_\_\_  
 Title Date

\_\_\_\_\_  
 VISA or AMEX (please circle) Expiration Date



# CONKLIN SERVICES & CONSTRUCTION INC.

94 Stewart Avenue · Newburgh, NY 12550  
(845) 561-1512 · Fax (845) 561-1204  
[www.pumpandtank.com](http://www.pumpandtank.com)

March 18, 2014  
Newburgh, City of  
ATTN: Jason Morris, PE  
CITY HALL  
BROADWAY AND GRAND ST.  
NEWBURGH, NY 12550

**SUBJECT: Install 2" Overfill Valve on Generator and Label Generator and Waste Oil 275 Gallon AST**

Dear Sir:

We are pleased to offer the estimate outlined below.

- 2" overfill valve on generator and paint fill proper color per Petroleum Bulk Storage Code
- Label generator per Petroleum Bulk Storage Code
- Paint Waste Oil 275 Spill Bucket per Petroleum Bulk Storage Code
- Label Waste Oil 275 Spill Bucket per Petroleum Bulk Storage Code

**Total Cost: \$1200.00**

Thank you for the opportunity to offer this quote. To confirm this work please sign and date the acceptance line below, return original proposal along with your deposit to our office and retain one copy for your records. Should you need any additional information or assistance, please feel free to contact our office.

Sincerely,

**CONKLIN SERVICES & CONSTRUCTION INC.**

Wayne Girard  
[Wayne@conklinservices.com](mailto:Wayne@conklinservices.com)  
Cell: 845-764-6652  
Sales Representative

\_\_\_\_\_  
Acceptance Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
VISA or AMEX (please circle)

\_\_\_\_\_  
Expiration Date



# CITY OF NEWBURGH

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Office of the Engineer  
83 Broadway, Newburgh, New York 12550  
(845) 569-7448/Fax (845) 569-0188  
[www.cityofnewburgh-ny.gov](http://www.cityofnewburgh-ny.gov)

Jason C. Morris, PE  
City Engineer  
[Jmorris@cityofnewburgh-ny.gov](mailto:Jmorris@cityofnewburgh-ny.gov)

Date: March 26, 2014

James A. Slaughter  
Interim City Manager  
83 Broadway  
Newburgh, NY 12550

**Re: Wastewater Treatment Plant – PBS Noncompliance**

James,

Several noncompliance issues have recently come to my attention, related to the bulk storage of petroleum (PBS) at the City's wastewater treatment plant (WWTP), located at 2 Renwick Street. On March 7<sup>th</sup>, I conducted an inspection at the City's WWTP to investigate the status of an unknown underground storage tank. This underground storage tank (UST) of unknown size, was previously used to contain diesel fuel for the former on-site generator. This generator is no longer in service and has been replaced by a newer, larger generator located near the north end of the site. I have conducted a search of the City's records, and I can find no indication that this UST was previously registered as required by the New York State Department of Environmental Conservation. This UST was probed and found to contain an unknown quantity of diesel fuel. Removal of this UST is further complicated due to the presence of an overhead guy wire and corresponding soil anchor that is located directly above the UST. In addition, this tank is located within an area impacted by the contaminated soils from the Central Hudson Manufactured Gas Plant. Central Hudson is involved in the site remediation, and is regularly on the site disposing of coal tar captured by their previously installed barrier wall and collection trench system. On Monday, March 10<sup>th</sup>, I coordinated a meeting with Jesse Gallo of Central Hudson to determine the best course of action to take regarding the proposed ground disturbance and the overhead wires in the vicinity of this UST. Subsequent conversations with Edward Moore of the NYSDEC and Sean Morgan of Conklin Services have resulted in a conceptual plan to abandon the UST in place by removal of the tank's existing contents and backfilling the former tank with K-Crete. I have attached a proposal from Conklin Services & Construction, Inc. for this abandonment work. Their proposal for this work contains a breakdown of costs based on either a 1,000 gallon or 2,000 gallon UST. The actual UST size will be unknown until after the proposed work begins.

During my site inspection on March 7<sup>th</sup>, two other unregistered PBS above ground petroleum storage tanks (AST) were encountered; a 275 gallon waste oil AST located within the maintenance building, and a 1,500 gallon diesel AST located under the new generator, adjacent to the sludge loading building. Both of these AST's will require some minor modifications to bring them into compliance with NYSDEC PBS regulations. Compliance with these PBS regulations is required prior to registration with the NYSDEC. A separate proposal from Conklin Services & Construction, Inc. has been provided to perform this tank modification work which consists of the addition of an overfill valve on the new generator tank, and painting/labeling of the spill bucket on the waste oil tank. This proposal from Conklin Services & Construction Inc. is also attached.

I recommend approval of these proposals in order to perform the work necessary at the WWTP to bring these petroleum bulk storage tanks into compliance and to avoid a possible notice of violation (NOV) from the NYSDEC.

Sincerely,



Jason C. Morris, PE  
City Engineer

Cc: Michelle Kelson, Corporation Counsel  
John Aber, Comptroller

RESOLUTION NO.: 89 - 2014

OF

APRIL 14, 2014

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER  
TO ACCEPT A PROPOSAL AND EXECUTE AN AGREEMENT WITH  
MCLAREN ENGINEERING GROUP FOR DIVE INSPECTION AND  
STRUCTURAL EVALUATION SERVICES RELATED TO REPAIRING  
NEWBURGH LANDING AT A COST OF \$21,263.00

WHEREAS, the City of Newburgh wishes to accept a proposal and execute an agreement with McLaren Engineering Group for dive inspection and structural evaluation of Newburgh Landing in connection with necessary repairs; and

WHEREAS, the services will include an in-depth underwater and above water inspection of the pier, a thorough structural analysis of same and condition assessment report; and

WHEREAS, the cost for these services will be \$21,263.00 and funding shall be derived from 2012 Bond; and

WHEREAS, the City Council has reviewed the annexed proposal and has determined that such work 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 be and he is hereby authorized to accept a proposal and execute an agreement with McLaren Engineering Group for dive inspection and structural evaluation services in connection with repairing Newburgh Landing at a cost of \$21,263.00.



bridge, highway & rail engineering  
entertainment engineering  
subaqueous investigation  
civil & site engineering  
structural design  
marine facilities  
geotechnics  
surveying  
forensics

April 2, 2014

City of Newburgh  
Office of the Engineer  
83 Grand Street  
Newburgh, NY 12550

Attn: Jason C. Morris, P.E.

Email: JMorris@cityofnewburgh-ny.gov

Re: Newburgh Landing – Inspection and Structural Evaluation

**PROPOSAL NO. 140248**

M. G. McLaren P.C. (McLaren) is pleased to submit this proposal for the in-depth underwater and above water inspections and structural evaluation for the Newburgh Landing, City of Newburgh, NY. Newburgh Landing is a pier on City property that offers access to the Hudson River for tour boats.

**Introduction:**

The Pier was constructed circa 1976. It consists of a main walkway and a landing dock. The main walkway is approximately 72 ft. long and 21 ft. wide, and the landing dock is 70 ft. long 21 ft. wide. The structural system of the pier comprises pile bents, stringers and decking. A typical pile bent consists of 12 in. diameter timber piles with two 4"x10" side beams and a 10"x10" header. On the top of the headers there are 3"x10" stringers that support the timber 2"x6" plank decking. The fender consists of 6"x10" timber members spaced at 2'-0" on centers.

**Scope of Work:**

The project goal is either to rehabilitate or replace in-kind the timber pier based on the findings that will be obtained from the in-depth inspections and a structural evaluation. The scope of work for the current assignment comprises in-depth underwater and above water inspections and structural evaluation as described below:

**Perform In-depth Underwater and Above water Inspections and Structural Evaluation**

Under this phase, McLaren will perform in-depth underwater and above water inspections of the pier including pile bents, stringers and decking. Activities to be performed for the in-depth inspections will include:

- Provide all equipment and personnel to perform a diving inspection.
- Perform underwater visual and hands-on investigation and video of all accessible substructure elements of the pier.

Offices: New York, Maryland, Florida, Connecticut, California

Licensed in:

Alabama • Arizona • Arkansas • California • Colorado • Connecticut • Delaware • District of Columbia • Florida • Georgia • Hawaii • Idaho • Illinois  
Indiana • Kansas • Kentucky • Louisiana • Maine • Maryland • Massachusetts • Michigan • Minnesota • Mississippi • Missouri • Nebraska • Nevada  
New Hampshire • New Jersey • New Mexico • New York • North Carolina • Ohio • Oklahoma • Oregon • Pennsylvania • Rhode Island  
South Carolina • Tennessee • Texas • Trinidad & Tobago • Utah • USVI • Vermont • Virginia • Washington • West Virginia • Wisconsin • Wyoming

**M. G. McLAREN, P.C.**

100 Snake Hill Road

West Nyack, New York 10994

Phone (845) 353-6400

Fax (845) 353-6509

e-mail: mgmclaren@mgmclaren.com

On the web: www.mgmclaren.com

- Perform hands-on inspection of the timber piles and brace members in the splash zone and at the mudline to check marine borers attack and to determine the resulting section losses.
- Measure water depths and mudline elevations along the exterior perimeter of the pier.
- Probe suspected areas of local scour with a probing rod to attempt to determine the limits of scour.
- Hammer tap or probe with an ice pick the surface areas of members showing no apparent deterioration to determine soundness of member.
- The entire pier will be inspected to detect fungus growth, parasite infestation, impact or collision damage, weathering or warping, splitting, cracking, checking and signs of overstress.

Upon completion of the in-depth inspection, McLaren will proceed with the structural evaluation of the pier as follows:

- Perform structural analysis and load rating of the primary members to determine the allowable live load capacities of the piles, stringers and decking.
- Prepare a condition assessment report to include description and location of deficiencies, condition ratings and structural load ratings of the primary members, typical photos, underwater video of inspected elements, recommended repairs, cost estimates for rehabilitation and in-kind replacement options.

The City of Newburgh will provide McLaren with the information on the current and future use of the pier, including anticipated boats/ships and lifting equipment on the pier. The structural analysis will be performed based on the loading requirements.

**DELIVERABLE:**

- Condition Assessment Report.

**SCHEDULE:**

Tentative schedule and milestone dates for Phases I and II are proposed as follows:

1. Receive signed proposal and Notice to Proceed (NTP) from the City by April 7, 2014
2. Phase I:
  - Start Work: April 7, 2014
  - Fieldwork: April 7 thru 11, 2014
  - Draft Report: April 25, 2014
  - Review Period (City of Newburgh) April 28 thru May 2, 2014
  - Final Report Submission: May 9, 2014



**FEE:**

McLaren proposes to provide the above Scope of Services for a Lump Sum Fee of \$21,263.

**Exclusions:**

Specifically excluded from this proposal and billable at the hourly rates given below are the following:

1. Fathometer and Topographic Surveys.
2. Hydraulic Analysis.
3. Geotechnical Investigation.
4. Landscaping, and Rendering.
5. Public Outreach
6. Environmental investigation pertaining to lead paint, asbestos, soil contaminants or any hazardous materials.
7. Coordination with SHPO and any other agencies except USACOE and NYSDEC.
8. Coordination with Private and Public Utility Companies.
9. Construction Permit from the USCG.
10. Preparation of complete EA and EIS.
11. Preparation of SWPPP.
12. Final Design, Permits, and Bid Documents.
13. Design and Inspection Support Services during Construction.

**Billable Hourly Rates:**

Productive Principal	\$245/hr	Sr. CAD Operator	\$125/hr
Associate Principal	\$215/hr	CAD Operator	\$100/hr
Associate	\$185/hr	Jr. CAD Operator	\$ 75/hr
Associate Land Surveyor	\$155/hr	Chief of Field Operations	\$120/hr
Senior Engineer III/IV	\$165/hr	Diver	\$155/hr
Senior Engineer I/II	\$140/hr	Tender	\$130/hr
Technical Design Mgr.	\$155/hr	Sr. Technician	\$120/hr
Sr. Technical Designer	\$135/hr	Jr. Technician	\$ 80/hr
Staff Engineer II/III	\$120/hr	Principal Survey Technician	\$ 90/hr
Staff Engineer I	\$110/hr	Intern	\$ 58/hr
Junior Engineer	\$100/hr	Technical Typist	\$ 85/hr
Chief CAD Operator	\$135/hr		



This proposal is subject to the terms and conditions which follow and shall remain valid only until April 30, 2014, unless it is accepted as a contract. Hourly rates defined above are subject to revision January 1, 2015.

Should you find this proposal acceptable, kindly sign and return one copy to serve as our contract. Work shall commence upon receipt of signed contract.

Very truly yours,

The Office of  
**McLaren Engineering Group**  
M.G. McLaren, P.C.



Malcolm G. McLaren, P.E., SECB  
President and CEO

KRR/djm

cc: MGM, RLW, WJM – Internal

ACCEPTED:

---

James A. Slaughter,

Interim City Manager

Date



**M. G. McLAREN, P.C.**

## TERMS AND CONDITIONS

1. **SERVICES TO BE PROVIDED.** M.G. McLaren, P.C.d/b/a McLaren Engineering Group (MCLAREN), through and by its officers, employees and subcontractors, (hereinafter MCLAREN) is an independent consultant and agrees to provide Owner, for its sole benefit and exclusive use, consulting services set forth in our proposal. No third party beneficiaries are intended by this agreement.
2. **PAYMENT TERMS.** Owner agrees to pay MCLAREN's invoice upon receipt. If payment is not received within 30 days from the Owner's receipt of MCLAREN's invoice, Owner agrees to pay a service charge on the past due amount at the greater of 1% per month or the allowable legal rate, including reasonable attorney's fees and expenses if collected through an attorney. No deduction shall be made from MCLAREN's invoice on account of liquidated damages unless expressly included in the Agreement. Owner receipt of invoice will be presumed three days after mailing by MCLAREN first class, with adequate postage attached. Time is of the essence for this provision.
3. **TERMINATION.** Either party may terminate this Agreement without cause upon 30 days prior written notice. This Agreement will terminate automatically upon the insolvency of Owner. In the event Owner requests termination prior to completion of the proposed services, Owner agrees to pay MCLAREN for all reasonable charges incurred to date and associated with termination of the work, plus a termination fee of 10% of the total fee under this agreement.

If the Project is suspended for more than thirty consecutive days, for reasons other than MCLAREN's fault, MCLAREN shall be compensated for services performed prior to such suspension. When the project is resumed, our compensation shall be equitably adjusted.

If Owner abandons the Project for more than ninety consecutive days, MCLAREN may terminate this Agreement by giving written notice. MCLAREN shall be compensated for all services performed prior to such abandonment, plus 10% of MCLAREN total fee under this Agreement, together with reimbursables then due.

4. **STANDARD OF CARE.** MCLAREN will perform its services using that degree of care and skill ordinarily exercised under similar conditions by reputable members of MCLAREN's profession practicing in the same or similar locality at the time of service. No other warranty, express or implied, is made or intended by the MCLAREN's proposal or by its oral or written reports.
5. **INSURANCE.**  
MCLAREN will effect and maintain insurance to protect themselves from claims arising out of the performance of professional services under this Agreement and caused by any error, omission or negligent act for which we are legally liable. MCLAREN will maintain this insurance in force, if available, after the completion of professional services under this Agreement until the expiration of any applicable statutes of limitation. In the event there is no such statute specifically applicable to design and construction of improvements to real property, this insurance, if available, shall be maintained in force for a period of six (6) years after the date of substantial completion of the Project as agreed to.

Unless otherwise agreed, MCLAREN will effect and maintain insurance to protect ourselves from claims under workers' or workmen's compensation acts; from claims for damages because of bodily injury, including personal injury, sickness, disease, or death of any employees or of any other person; from claims for damages because of injury to or destruction of property including loss of use resulting therefrom; and from damage to or destruction of property including valuable papers and records coverage and including loss of use resulting therefrom.

The insurance required above shall be as provided below. MCLAREN will file certificates of insurance for each type and amount upon request:

Professional Liability Insurance (Errors & Omissions), with a limit of \$2,000,000 for each claim and \$2,000,000 in the aggregate.



Comprehensive General Liability - \$1,000,000 per occurrence, \$2,000,000 Aggregate Bodily Injury and Property Damage; Blanket Contractual All Operations Completed Operations; \$1,000,000 Personal Injury A.B.C., plus \$5,000,000 Excess Liability Umbrella.

Worker's Compensation/Coverage A - Statutory/Coverage B - \$1,000,000

6. **SITE OPERATIONS.** Owner will arrange for right-of-entry with safe access to the property for the purpose of performing project management, studies, tests and evaluations pursuant to the agreed services.

MCLAREN will take reasonable precautions to minimize damage to the property caused by its operations. Unless otherwise stated in MCLAREN's proposal, the Contract Sum does not include cost of restoration due to any related damage, unless such damage results directly from MCLAREN's negligent actions. If Owner requests MCLAREN to repair such damage, it will be done at an appropriate additional cost to be paid by Owner.

7. **UNFORESEEN CONDITIONS OR OCCURRENCES.** It is possible that unforeseen conditions or occurrences may be encountered at the site which could substantially alter the necessary services or the risks involved in completing the MCLAREN's services. If this occurs, MCLAREN will promptly notify and consult with Owner, but will act based on MCLAREN's sole judgment where risk to MCLAREN's personnel is involved. Possible actions could include:
- a. Complete the original Scope of Services in accordance with the procedures originally intended in this Agreement, if practicable in MCLAREN's judgment;
  - b. Agree with Owner to modify the Scope of Services and the estimate of charges to include study of the unforeseen conditions or occurrences, with such revision agreed to in writing;
  - c. Terminate the services effective on the date specified by MCLAREN in writing.
8. **DOCUMENTS.** MCLAREN will furnish Owner the agreed upon number of written reports and supporting documents. These instruments of service are furnished for Owner's exclusive internal use and reliance, use of Owner's counsel and for regulatory submittal in connection with the project provided for in this Agreement, but not for advertising or other type of distribution, and are subject to the following:
- a. All documents including paper documents and electronic files generated by MCLAREN under this Agreement shall remain the sole property of MCLAREN. Any unauthorized use or distribution of MCLAREN's work shall be at Owner's sole risk and without liability to MCLAREN.
  - b. If Owner desires to release, or for MCLAREN to provide, our documents to a third party not described above for that party's reliance, MCLAREN will agree to such release provided MCLAREN receives written acceptance from such third party to be bound by acceptable terms and conditions similar to this Agreement. Documents provided for disclosure of information only will not require separate agreement. Owner acknowledges and agrees to inform such third party that MCLAREN's documents reflects conditions only at the time of the study and may not reflect conditions at a later time. Owner further acknowledges that such request creates potential conflict of interest for MCLAREN and by this request Owner waives any such claim if MCLAREN complies with the request.
  - c. Owner agrees that all documents furnished to Owner or Owner's agents or designees, if not paid for will be returned upon demand and will not be used by Owner or any other entity for any purpose whatsoever. Owner further agrees that documents produced by MCLAREN pursuant to this Agreement will not be used for any project not expressly provided for in this Agreement without MCLAREN's prior written approval.
  - d. Owner shall furnish documents or information reasonably within Owner's control and deemed necessary by MCLAREN for proper performance of our services. MCLAREN may rely upon Owner-provided documents in performing the services required under this Agreement; however, MCLAREN assumes no responsibility or liability for their accuracy. Owner-provided documents



will remain the property of Owner, but MCLAREN may retain one confidential file copy as needed to support our report.

9. **CLAIMS.** The parties agree to attempt to resolve any dispute without resort to litigation, including use of mediation, prior to filing of any suit. However, in the event a claim results in litigation, and the claimant does not prevail at trial, then the claimant shall pay all costs incurred in pursuing and defending the claim, including reasonable attorney's fees.
10. **OPINIONS OF COST.** If included in our scope of services, MCLAREN will use its best efforts and experience on similar projects to provide realistic opinions of costs for remediation or construction as appropriate based on reasonably available data, MCLAREN's designs or MCLAREN's recommendations. However, such opinions are intended primarily to provide information on the order of magnitude or scale of such costs and are not intended for use in firm budgeting or negotiation. Owner understands actual costs of such work depend on regional economics, local construction practices, material availability, site conditions, weather conditions, contractor skills, and many other factors beyond MCLAREN's control.
11. **TESTIMONY.** Should MCLAREN or any MCLAREN employee be compelled by law to provide testimony or other evidence by any party, whether at deposition, hearing or trial, in relation to services provided under this Agreement, and MCLAREN is not a party in the dispute, then MCLAREN shall be compensated by Owner for the associated reasonable expenses and labor for MCLAREN's preparations and testimony at appropriate unit rates. To the extent the party compelling the testimony ultimately provides MCLAREN such compensation, Owner will receive a credit or refund on any related double payments to MCLAREN.
12. **CONFIDENTIALITY.** MCLAREN will maintain as confidential any documents or information provided by Owner and will not release, distribute or publish same to any third party without prior permission from Owner, unless compelled by law or order of a court or regulatory body of competent jurisdiction. Such release will occur only after prior notice to Owner.
13. **PRIORITY OVER FORM AGREEMENTS/PURCHASE ORDERS.** The Parties agree that the provisions of these terms and conditions shall control over and govern as to any form writings signed by the Parties, such as Owner Purchase Orders, Work Orders, etc., and that such forms may be issued by Owner to MCLAREN as a matter of convenience to the Parties without altering any of the terms or provisions hereof.
14. **SURVIVAL.** All provisions of this Agreement for indemnity or allocation of responsibility or liability between Owner and MCLAREN shall survive the completion of the services and the termination of this Agreement.
15. **SEVERABILITY.** In the event that any provision of this Agreement is found to be unenforceable under law, the remaining provisions shall continue in full force and effect.
16. **ASSIGNMENT.** This Agreement may not be assigned by either party without the prior permission of the other.
17. **INTEGRATION.** This agreement, the attached documents and those incorporated herein constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both parties.
18. **LIMIT OF LIABILITY**
  - A. In the event Owner consents to, allows, authorizes or approves of changes to any plans, specifications or other construction documents, and these changes are not approved in writing by MCLAREN, the Owner recognizes that such changes and the results thereof are not the responsibility of MCLAREN. Therefore, the Owner agrees to release MCLAREN from any



liability arising from the construction, use or result of such changes. In addition, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold the design Professional and all his employees, officers, and directors harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) arising from such changes, except only those damages, liabilities and costs arising from the sole negligence or willful misconduct of MCLAREN or its employees, officers or directors.

- B. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or MCLAREN. MCLAREN's services under this Agreement are being performed solely for the Owner's benefit, and no other entity shall have any claim against MCLAREN because of this Agreement or the performance or nonperformance of services hereunder. The Owner agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.
- C. The Owner agrees to limit MCLAREN's liability and his or her consultants to the Owner and to all Construction Contractors and Subcontractors on the project, due to MCLAREN's negligent acts, errors, or omissions, such that the total aggregate liability of MCLAREN to all those named, including legal fees and costs, shall not exceed \$100,000.

The Owner shall make no claim for professional negligence, either directly or in a third party claim, against MCLAREN unless the Owner has first provided MCLAREN with a written certification executed by an independent design professional currently practicing in the same discipline as MCLAREN and licensed in the State of this project. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of an Engineer performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to MCLAREN not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any mediation or judicial proceeding.

- D. The Owner shall promptly report to MCLAREN any defects or suspected defects in MCLAREN's work or services of which the Owner becomes aware, so that MCLAREN may take measures to minimize the consequences of such a defect. Failure by the Owner, and the Contractors or Subcontractors to notify MCLAREN, shall relieve MCLAREN of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given.
- E. Payments to MCLAREN shall not be withheld, postponed or made contingent on the construction, completion or success of the project or upon receipt by the Owner of offsetting reimbursement or credit from other parties causing Additional Services or expenses. No withholdings, deductions or offsets shall be made from MCLAREN's compensation for any reason unless MCLAREN has been found to be legally liable for such amounts.
- F. If, due to the MCLAREN's error, any required item or component of the project is omitted from the MCLAREN's construction documents, MCLAREN shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will MCLAREN be responsible for any cost or expense that provides betterment, upgrade or enhancement of the project.
- G. All legal actions by either party against the other arising out of or in any way connected with the services to be performed hereunder shall be barred and under no circumstances shall any such claim be initiated by either party after three (3) years have passed from the date MCLAREN concluded rendering professional services, issuance of the Certificate of Completion or Certificate of Occupancy, whichever is sooner, unless MCLAREN's services shall be terminated earlier, in which case the date of termination of this Agreement shall be used.
- H. It is intended by the parties to this Agreement that MCLAREN's services in connection with the project shall not subject MCLAREN's individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to



the contrary contained herein, the Owner agrees that as the Owner's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against MCLAREN, a New York corporation, and not against any of MCLAREN's employees, officers or directors.

- I. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Owner nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other incidental, indirect, or consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of implied warranty. Both the Owner and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.
  
- J. Because evaluation of the existing structure requires that certain assumptions be made regarding existing conditions, and because some of these assumptions cannot be verified without expending additional sums of money or destroying otherwise adequate or serviceable portions of a structure, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold MCLAREN harmless from and against any and all damage, liability and cost, including reasonable attorneys' fees and defense costs, arising or allegedly arising out of the professional services under this Agreement, except for the sole negligence or willful misconduct of MCLAREN.

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RESOLUTION NO.: 90 - 2014

OF

APRIL 14, 2014

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER  
TO ACCEPT A PROPOSAL AND EXECUTE AN AGREEMENT WITH  
CSARCH FOR ARCHITECTURAL AND ENGINEERING SERVICES RELATED TO  
THE ROOF REPLACEMENT PROJECT AT THE ACTIVITY CENTER  
AT A COST OF \$14,500.00**

**WHEREAS**, the City of Newburgh wishes to accept a proposal and execute an agreement with CSArch for architectural design and engineering services for the design and construction management in the Roof Replacement Project for the Activity Center located within Delano-Hitch Recreation Park; and

**WHEREAS**, the services will include the design of the new roof, preparing bid documents and specifications, and providing construction administration services; and

**WHEREAS**, the cost for these services will be \$14,500.00 and funding shall be derived from the 2013 BAN; and

**WHEREAS**, the City Council has reviewed the annexed proposal and has determined that such work 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 be and he is hereby authorized to accept a proposal and execute an agreement with CSArch for architectural design and engineering services for the Roof Replacement Project at the Activity Center, 401 Washington Street, Newburgh, New York at a cost of \$14,500.00.



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

February 24, 2014

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

Re: Request for Proposal: Architectural Engineering Services  
Roof Replacement at the Delano-Hitch Recreation Facility

Dear Mr. Morris,

On behalf of CSArch, thank you for the opportunity to submit this proposal for architectural and engineering design services for roof replacement at the Delano-Hitch Recreation facility.

#### **STATEMENT OF UNDERSTANDING AND SCOPE**

Based upon our discussions with you, we understand the City of Newburgh is planning to provide for a full roof replacement at the above referenced property. To determine our professional fee, we have established an estimated project budget of \$120,000 by using the following calculation; \$20.00 per square foot construction cost at approximately 6,000 square foot of building roof area. Our understanding of the scope of services requested by the City of Newburgh includes:

- All work including the demolition of the existing roofing and replacement with a new roof system meeting all required building codes will be performed by a single prime contractor selected through a public bidding process.
- Testing for any suspect hazardous materials including asbestos and lead paint will be conducted prior to any replacement to determine proper compliance is administered during roof removals. Testing will be completed by the City of Newburgh.
- No structural evaluation of the existing roof framing is anticipated or included as part of this proposal, given there are no stepped conditions which would present snow load or drifting conditions. Should the City of Newburgh request existing penetrations be removed or new penetrations for mechanical equipment are added as part of the roof replacement, a proposal for structural engineering related to these conditions can be provided as an additional service.
- Development of contract documents (drawings and specifications) for the roof replacement will present the technical information describing the established scope. The City of Newburgh will confirm all penetrations and rooftop equipment that will remain active prior to the start of contract documentation. All construction, modifications, alterations, and demolition will be designed to meet requirements as set forth by the 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.

#### **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 (if required) 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.

Quality Environmental Solutions & Technologies, Inc.

Structural Engineering

Haz. Materials Abatement (if required)

### **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 \$14,500, plus normal reimbursable expenses (see below) based upon the breakdown below:

Contract Documents	\$10,800
Bid/Award	\$ 800
Construction Administration	\$ 2,900
Total	\$14,500

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  
February 24, 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.

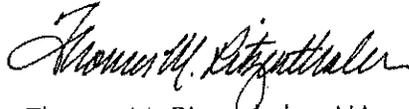
Agreed and Accepted

---

Mr. James A. Slaughter, Interim City Manager

Date

Very truly yours,



Thomas M. Ritzenthaler, AIA  
Vice President

RESOLUTION NO.: 91 - 2014

OF

APRIL 14, 2014

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING  
THE INTERIM CITY MANAGER TO EXECUTE A  
STORMWATER AND ACCESS AGREEMENT WITH CRH REALTY VIII  
TO THE CITY OF NEWBURGH TO HAVE ACCESS TO THE PROPERTY ADJACENT  
TO WASHINGTON LAKE AT NEW YORK STATE ROUTE 300 IN THE TOWN OF  
NEWBURGH FOR THE PURPOSES OF MONITORING STORMWATER DISCHARGES  
IN CONNECTION WITH THE CONSTRUCTION OF A MEDICAL OFFICE BUILDING**

**WHEREAS**, on November 25, 2008, the City of Newburgh granted a permanent easement to Newburgh Town Center, LLC to allow the discharge of treated stormwater onto City-owned lands adjacent to Washington Lake from certain real property located in the Town of Newburgh adjacent to New York State Route 300 consisting of approximately 8.1 acres identified on the tax map as Section 97, Block 3, Lots 6, 7, 8, 28 and Section 4, Block 1, Lot 72.2 (the "Property"); and

**WHEREAS**, CRH Realty VIII (the "Facility Owner") will construct a medical office building on the Property, together with related appurtenances and improvements (the "Project") including a stormwater pollution prevention plan (the "SWPPP") in accordance with the requirements of the New York State SPDES General Permit for Stormwater Discharges from Construction Activities (GP-0-10-001); and

**WHEREAS**, the Town of Newburgh Planning Board served as Lead Agency under the State Environmental Quality Review Act for the Project, and conducted a coordinated review that concluded with the adoption of a negative declaration on November 21, 2013; and

**WHEREAS**, the Project plans include a gate valve located on the 24" diameter outlet pipe from the stormwater pond; the purpose of which shall be to control the release of stormwater from the pond's outlet structure to lands owned by the City of Newburgh in the event that an environmental threat exists on the property; and

**WHEREAS**, the City seeks to have access to the Property to ensure that certain aspects of the SWPPP are functioning properly, and to take certain actions should emergency circumstances require; and

**WHEREAS**, the Facility Owner and the City wish to memorialize their responsibilities with respect to the SWPPP for the Project, the Stormwater Easement and Washington Lake as a part of

the City's reservoir system in a Stormwater and Access Agreement, which is annexed hereto and made part hereof; and

**WHEREAS**, this Council finds that entering into a Stormwater and Access Agreement with the Facility Owner 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 enter into the Stormwater Agreement, as annexed hereto, with CRH Realty VIII for the purpose of complying with the stormwater pollution prevention plan and protecting Washington Lake in connection with the construction of a medical office building on property located adjacent to the City's reservoir lands.

## **Stormwater Agreement**

THIS AGREEMENT is made this \_\_\_\_ day of April, 2014 by and between the City of Newburgh, having an address at 83 Broadway, Newburgh, New York 12550 (the "City") and CRH Realty VIII, having an address at 155 Crystal Run Road, Middletown, New York 10941 (the "Facility Owner").

WHEREAS, the Facility Owner is the owner of certain real property in the Town of Newburgh located adjacent to New York State Route 300 consisting of approximately 8.1 acres identified on the tax map as Section 97, Block 3, Lots 6, 7, 8, 28 and Section 4, Block 1, Lot 72.2 (the "Property"); and

WHEREAS, the Facility Owner will construct a medical office building on the Property, together with related appurtenances and improvements (the "Project") including a stormwater pollution prevention plan (the "SWPPP") in accordance with the requirements of the New York State SPDES General Permit for Stormwater Discharges from Construction Activities (GP-0-10-001) (the "General Permit"); and

WHEREAS, the Town of Newburgh Planning Board served as Lead Agency under the State Environmental Quality Review Act ("SEQRA") for the Project, and conducted a coordinated review that concluded with the adoption of a negative declaration on November 21, 2013; and

WHEREAS, the Town of Newburgh maintains a municipal separate storm sewer system ("MS4"), and as such, has reviewed and approved the SWPPP for the Project; and the SWPPP is on file with the Town of Newburgh Stormwater Management Officer; and

WHEREAS, Washington Lake, located on lands adjacent to the Property, forms part of the City's reservoir system under the jurisdiction of the City of Newburgh Water Department; and

WHEREAS, on November 25, 2008 the City granted a permanent easement to Newburgh Town Center, LLC to allow the discharge of treated stormwater onto City-owned lands adjacent to Washington Lake from the Property (the "Stormwater Easement"), a copy of which is attached hereto as Schedule A; and

WHEREAS, the SWPPP has been designed and approved to accept and treat stormwater from the adjacent property owned by Old Little Britain Group LLC identified on the tax map as Section 97, Block 3, Lot 1; and

WHEREAS, the Project plans include a gate valve located on the 24" diameter outlet pipe from the stormwater pond; the purpose of which shall be to control the release of stormwater from the pond's outlet structure to lands owned by the City of Newburgh in the event that an environmental threat exists on the property (the "Discharge Valve"); and

WHEREAS, the City seeks to have access to the Property to ensure that certain aspects of the SWPPP are functioning properly, and to take certain actions should emergency circumstances require; and

NOW, THEREFORE, the Municipality and the Facility Owner agree as follows:

1. The Facility Owner shall maintain, clean, repair, replace and continue the stormwater control measures depicted on the approved SWPPP for the Project on the Property, as necessary to ensure optimum performance of the measures to design specifications.
2. The Facility Owner shall provide the City with copies of any and all inspection reports related to the SWPPP, during construction and post construction, which reports shall be transmitted to the City Engineer and City Corporation Counsel simultaneously as their transmission to the Town of Newburgh Stormwater Management Officer.
3. Should any hazardous spill occur that requires notice be given to the New York State Department of Environmental Conservation ("NYSDEC"), then the Facility Owner shall provide the City Engineer and City Corporation Counsel with simultaneous notice of such spill.
4. The City Engineer or City Water Superintendent shall have the right to enter onto the Property for purposes of inspecting the SWPPP retention pond. Notice of such inspection shall be provided to the Facility Owner as soon as practicable. The City Engineer or City Water Superintendent shall document all inspections in writing, with copies provided to the Facility Owner within forty-eight (48) hours of the inspection.
5. Should the City Engineer or Water Superintendent determine that conditions exist on the Property that constitute a threat to Washington Lake, the City Engineer or Water Superintendent shall make demand upon the Facility Owner to take corrective action within a specified time reasonably related to the threat. Should the Facility Owner fail to take corrective action with such specified time, the City shall have the right to enter the Property and shut off the Discharge Valve. Should such condition present an immediate and impending threat to Washington Lake, the City Engineer or Water Superintendent shall have the right to enter the Property and close the Discharge Valve. Notice of such action shall be provided to the Facility Owner as soon as practicable. The Discharge Valve shall be kept in good working condition, access to which shall be kept free from any barriers, locks or other impediments. However, to the extent that such barriers, locks or other impediments exist, the City Engineer or Water Superintendent have the right under this Agreement to remove same without any associated liability.
6. The Facility Owner shall only use the de-icing agents specified in the SWPPP. Should the Facility Owner seek to use alternative de-icing agents, the Facility Owner shall obtain the approval of such alternative agents from the City Engineer, which approval shall not be unreasonably withheld or delayed.

7. Any notice required or permitted by or in connection with this agreement, without implying the obligation to provide any such notice not specifically required hereunder, shall be in writing addressed to the parties at their addresses provided above and to such other addresses as may be hereafter specified by written notice and sent by express mail or other nationally recognized overnight delivery service for delivery the next day delivery. Any such notice shall be deemed effective one (1) business day after deposit with the courier if sent by overnight delivery service. This notice requirement shall not apply to the "Immediate and impending threat" condition outlined in item #5 above.

8. This agreement binds the City and the Facility Owner, its successors and assigns to the maintenance provisions depicted in the approved SWPPP and as subsequently modified.

9. This agreement shall be recorded in the Office of the County Clerk, County of Orange and shall be included in any offering plan and/or prospectus or lease. Facility Owner shall provide to the City Corporation Counsel and City Engineer proof of such recording within 10 days of its recording. All rights, title and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives.

IN WITNESS WHEREOF, the parties have duly executed this agreement as of the day and year first above written.

**CITY OF NEWBURGH**

**CRH Realty VIII, LLC**

By: \_\_\_\_\_  
**James Slaughter**  
**Interim City Manager**

By: \_\_\_\_\_  
**Hal Teitelbaum, Managing Member**

STATE OF NEW YORK )

SS.

COUNTY OF ORANGE )

On the        day of April, in the year 2014 before me, the undersigned, personally appeared JAMES SLAUGHTER personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature (s) on the instrument, the individual (s), or the person upon behalf of which the individual (s) acted, executed the instrument.

---

Notary Public

STATE OF NEW YORK )

SS.

COUNTY OF ORANGE )

On the        day of        , in the year 2014 before me, the undersigned, personally appeared HAL TEITELBAUM personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature (s) on the instrument, the individual (s), or the person upon behalf of which the individual (s) acted, executed the instrument.

---

Notary Public

**SCHEDULE "A"**

**ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE**

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

**TYPE IN BLACK INK:**

**NAME(S) OF PARTY(S) TO DOCUMENT**

NEWBURGH TOWNE CENTER  
 TO  
 THE CITY OF NEWBURGH

SECTION 97 BLOCK 3 LOT 5



**RECORD AND RETURN TO:**  
 (name and address)

Robert E. DiNardo, Esq.  
 Jacobowitz & Gubits, LLP  
 158 Orange Ave. P.O. Box 367  
 Walden, NY 12586

**THIS IS PAGE ONE OF THE RECORDING**

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

**DO NOT WRITE BELOW THIS LINE**

INSTRUMENT TYPE: DEED \_\_\_\_\_ MORTGAGE \_\_\_\_\_ SATISFACTION \_\_\_\_\_ ASSIGNMENT \_\_\_\_\_ OTHER RT WY

**PROPERTY LOCATION**

- |                               |                           |
|-------------------------------|---------------------------|
| 2089 BLOOMING GROVE (TN)      | 4289 MONTGOMERY (TN)      |
| 2001 WASHINGTONVILLE (VLG)    | 4201 MAYBROOK (VLG)       |
| 2003 SO. BLOOMING GROVE (VLG) | 4203 MONTGOMERY (VLG)     |
| 2289 CHESTER (TN)             | 4205 WALDEN (VLG)         |
| 2201 CHESTER (VLG)            | 4489 MOUNT HOPE (TN)      |
| 2489 CORNWALL (TN)            | 4401 OTTENVILLE (VLG)     |
| 2491 CORNWALL (VLG)           | 4600 NEWBURGH (TN)        |
| 2600 CRAWFORD (TN)            | 4600 NEW WINDSOR (TN)     |
| 2800 DEERPARK (TN)            | 5089 TUXEDO (TN)          |
| 3089 GOSHEN (TN)              | 5001 TUXEDO PARK (VLG)    |
| 3001 GOSHEN (VLG)             | 5200 WALLKILL (TN)        |
| 3003 FLORIDA (VLG)            | 5489 WARWICK (TN)         |
| 3005 CHESTER (VLG)            | 5401 FLORIDA (VLG)        |
| 3200 GREENVILLE (TN)          | 5403 GREENWOOD LAKE (VLG) |
| 3489 HAMPTONBURGH (TN)        | 5405 WARWICK (VLG)        |
| 3401 MAYBROOK (VLG)           | 5600 WAWAYANDA (TN)       |
| 3689 HIGHLANDS (TN)           | 5889 WOODBURY (TN)        |
| 3601 HIGHLAND FALLS (VLG)     | 5801 HARRISMAN (VLG)      |
| 3889 ANNISINK (TN)            | 5809 WOODBURY (VLG)       |
| 3801 UNIONVILLE (VLG)         | <b>CITIES</b>             |
| 4089 MONROE (TN)              | 0900 MIDDLETOWN           |
| 4001 MONROE (VLG)             | ✓ 1100 NEWBURGH           |
| 4003 HARRISMAN (VLG)          | 1300 PORT JERVIS          |
| 4005 KIRYAS JOEL (VLG)        | 9999 HOLD                 |

NO. PAGES 7 CROSS REF. \_\_\_\_\_  
 CERT. COPY \_\_\_\_\_ ADD'L X-REF. \_\_\_\_\_  
 MAPS \_\_\_\_\_ PGS. \_\_\_\_\_

PAYMENT TYPE: CHECK   
 CASH \_\_\_\_\_  
 CHARGE \_\_\_\_\_  
 NO FEE \_\_\_\_\_

Taxable \_\_\_\_\_  
 CONSIDERATION \$                       
 TAX EXEMPT \_\_\_\_\_  
 Taxable \_\_\_\_\_  
 MORTGAGE AMT. \$ \_\_\_\_\_

**MORTGAGE TAX TYPE:**

- \_\_\_ (A) COMMERCIAL
- \_\_\_ (B) 1 OR 2 FAMILY
- \_\_\_ (C) UNDER \$10,000
- \_\_\_ (E) EXEMPT
- \_\_\_ (F) 3 TO 6 UNITS
- \_\_\_ (I) NAT. PERSON OR UNION
- \_\_\_ (J) NAT. PER-CRUM OR 2
- \_\_\_ (K) CONDO

*Donna L. Benson*

**DONNA L. BENSON**  
 ORANGE COUNTY CLERK

Received From Jacobowitz

RECORDED/FILED  
 02/27/2009/ 15:10:25  
 DONNA L. BENSON  
 County Clerk  
 ORANGE COUNTY, NY  
 FILE#20090018395  
 RT WY / BK 12786PG 1781  
 RECORDING FEES 80.00  
 TTX# 004273 T TAX 0.00  
 Receipt#991073 wrl



**STORMWATER AND DRAINAGE EASEMENT**

Easement this <sup>25<sup>th</sup></sup> day of November, 2008 between the CITY OF NEWBURGH, NEW YORK, a Municipal Corporation with principal offices at 83 Broadway, City Hall, Newburgh, New York 12550, GRANTOR and NEWBURGH TOWNE CENTER, LLC, a New York Limited Liability Company, with offices at 104 Garden Court, Franklin Lakes, New Jersey 07417, GRANTEE.

In consideration of the sum of ONE AND 00/100 (\$1.00) DOLLAR and other good and valuable consideration, the receipt of which GRANTOR hereby acknowledges, the GRANTOR does hereby grant the GRANTEE a perpetual easement for the purpose of constructing, repairing, replacing, using, and maintaining a certain level spreader and other appurtenances, together with the right for such purposes to enter on and over the premises of the GRANTOR to the extent necessary to access said easement, level spreader and other appurtenances, by men and machines, and perform such work as deemed necessary by the GRANTOR.

The work to be performed on the lands of the GRANTOR is shown on a certain "Easement Plan," annexed hereto as Exhibit "A."

The real property over which the easement is granted is described in a certain "Property Description, Easement to be Granted by the City of Newburgh Towne Center, LLC," a copy of which is annexed hereto as Exhibit "B."

Annexed hereto as Exhibit "C" is a certain "Easement Map Prepared for Newburgh Towne Center, LLC," prepared by Robert Kalaka, L.S., dated July 8, 2008.

The GRANTOR, its successors and assigns, hereby covenants that no structure, permanent improvements or any obstructions whatsoever, shall be constructed in said easement

area, except approved structures shown on the aforesaid Exhibit "A," Easement Plan, but nothing shall prevent the GRANTOR, its successors and assigns, from the full use and enjoyment of said property, except as otherwise limited by the aforesaid easement provided such use does not interfere with the uses for which the aforesaid easement is granted.

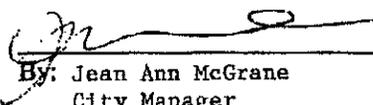
The purpose of this easement is to allow the GRANTEE to discharge surface drainage runoff (stormwater) over and across the easement area, which is contiguous to the GRANTOR'S reservoir, known as Lake Washington, from which easement area said stormwater surface drainage shall flow into said reservoir and the GRANTOR does hereby grant the GRANTEE an easement for said purpose.

That the GRANTEE shall, at its own cost and expense after completion of the original construction and the completion of any future repair, replacement, addition or inspection of the work, restore the surface of said lands and premises to substantially the same condition as before such construction or repair, replacement, addition or inspection and subject to the terms of this easement as hereinafter set forth, to the extent practicable.

The GRANTEE will direct all contractors to properly secure their equipment and to refrain from leaving any equipment either unattended or in any condition that may cause injury during working and non-working hours.

The GRANTEE further agrees to hold the GRANTOR harmless from any damages caused by the GRANTEE'S exercise of this easement unless the said damage was caused through the negligence of the GRANTOR.

CITY OF NEWBURGH

  
By: Jean Ann McGrane  
City Manager

True

NEWBURGH TOWNE CENTER, LLC

Angelo J. Danza, Managing Member

State of New Jersey )  
County of Orange )

ss.:

On 11/23, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Angelo Danza, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

State of New Jersey )  
County of Orange )

Certified

Joan B. Van Houten  
Notary Public, State of New Jersey  
COUNTY OF BERGEN  
MY COMMISSION EXPIRES 6/28/09  
ID# 2316373

On November 25, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Angelo J. Danza, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Geoffrey E. Chanin  
Notary Public, State of New York

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



ROBERT D. KALAKA, L.S., P.C.

N.Y.S. Licensed Land Surveyor  
P.O. Box 260  
Wappingers Falls, New York 12590

Phone: (845) 297-5228

Fax: (845) 297-6166

Date: 07/08/08  
Job Number: 333.10

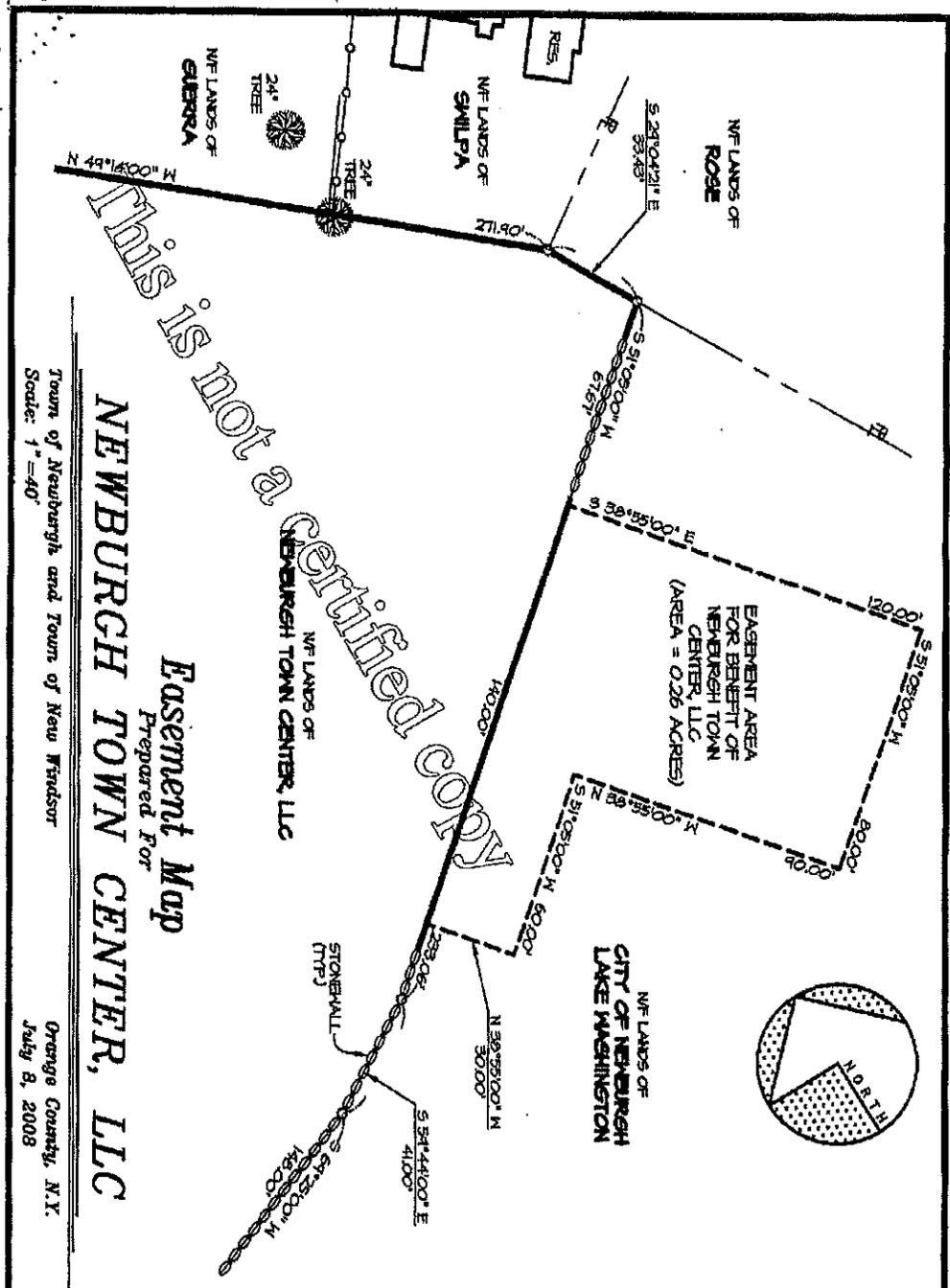
Property Description

Easement to be granted by the City of Newburgh  
to Newburgh Towne Center LLC

All that tract or parcel of land situate in the Town of Newburgh,  
County of Orange, State of New York, bounded and described as follows:

Beginning at a point on the southerly line of lands of Newburgh Towne  
Center LLC, said point being South 51-05-00 West 67.67' from the  
southeast corner of lands of Newburgh Towne Center LLC on the westerly  
line of lands now or formerly Rose (L.4206 P.16); thence over and  
through lands of the City of Newburgh (L.388 P.362 & L.389 P.125),  
South 68-55-00 East 120.00', South 51-05-00 West 80.00', North  
38-55-00 West 90.00', South 51-05-00 West 60.00' and North 38-55-00  
West 30.00' to a point; thence along the southerly line of lands of  
Newburgh Towne Center LLC, North 51-05-00 East 140.00' to the point of  
place of beginning.

Subject to the rights of public utilities and any easements and  
rights-of-way of record, if any.



This is not a Certified Copy

**Easement Map**  
Prepared For  
**NEWBURGH TOWN CENTER, LLC**

Town of Newburgh and Town of New Windsor  
Scale: 1" = 40'

Orange County, N.Y.  
July 8, 2008

**EXHIBIT B<sup>C</sup>**

**Robert D. Kalaka, L.S.**  
P.O. Box 250  
Wappingers Falls, N.Y. 12590



License No. 049814

RESOLUTION NO.: 92 - 2014

OF

APRIL 14, 2014

**A RESOLUTION ACCEPTING THE DONATION OF ONE GERMAN SHEPHERD DOG  
FROM THE PATROLMEN'S BENEVOLENT ASSOCIATION OF NEWBURGH, INC.  
FOR THE CITY OF NEWBURGH POLICE DEPARTMENT K-9 UNIT**

**WHEREAS**, The Patrolmen's Benevolent Association of Newburgh, New York, Inc. ("PBA") has offered the City of Newburgh one German Shepherd dog suitable for employment in the K-9 Unit of the City of Newburgh Police Department; and

**WHEREAS**, this Council has determined it to be in the best interests of the City of Newburgh to accept such dog;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the Interim City Manager be and he is hereby authorized to accept the donation of one German Shepherd dog suitable for employment in the K-9 Unit of the City of Newburgh Police Department; and

**BE IT FURTHER RESOLVED**, that the Interim City Manager is hereby further authorized to execute all necessary paperwork in connection with the acceptance of said donation as may be requested by the donor; and

**BE IT FURTHER RESOLVED**, that the City Council of the City of Newburgh does hereby express on behalf of ourselves and of the citizens of the City of Newburgh our sincere appreciation and thanks for this thoughtful donation.

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

OF

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A LOCAL LAW AMENDING CITY CHARTER SECTION C3.00  
ENTITLED "MUNICIPAL OFFICERS ENUMERATED"  
OF THE CODE OF THE CITY OF NEWBURGH

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

SECTION 1 - TITLE

This Local Law shall be referred to as "A Local Law Amending Charter Section C 3.00 entitled "Municipal officers enumerated" of the Code of the City of Newburgh".

SECTION 2 - AMENDMENT

City Charter Section C 3.00 entitled "Municipal officers enumerated" of the Code of the City of Newburgh is hereby amended to read as follows:

§ C3.00. Municipal officers enumerated. The officers of the City or municipality shall be as follows:

D. The provisions of this section or of § 3 of the Public Officers Law of the State of New York or of any other provisions of law requiring a person to be a resident of the political subdivision or municipal corporation of the state for which he shall be chosen or within which his official functions are required to be exercised shall not apply to the appointment of the officers of the City of Newburgh enumerated in Subsections B and C of this section and the City Marshal and Acting City Marshal, except the City Manager; the Plumbing Inspector, as to whom preference shall be given to City residents; but if, after due diligence, no such qualified candidate is found, then such Plumbing Inspector may reside within 25 miles of the City of Newburgh; and the members of the Civil Service Commission, provided that such appointed officers reside within 25 miles of the City of Newburgh or within the County of Orange and the City Marshal or the Acting City Marshal reside within the County of Orange.

SECTION 3 - 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.

Underlining denotes additions

SECTION 4 - 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.

DRAFT

RESOLUTION NO.: \_\_\_\_\_ - 2014

OF

APRIL 14, 2014

**A RESOLUTION TO REQUIRE APPRENTICESHIP TRAINING  
PROGRAMS FOR PUBLIC CONSTRUCTION CONTRACTS  
AWARDED BY THE CITY OF NEWBURGH**

**WHEREAS**, current State law allows as a local option but does not compel any governmental entity that is a party to a construction contract for a public project to require that any contractors or subcontractors participate in apprenticeship training programs approved by the State Commissioner of Labor as provided under Article 23, Section 818-b et seq. of the Labor Law; and

**WHEREAS**, there is a long and productive history of partnership between labor and management for the training of skilled craft workers in our State which began over fifty (50) years ago when the United States Congress passed the Fitzgerald Act (29 USC Section 50) to encourage States to develop apprenticeship training programs; and

**WHEREAS**, the New York State Legislature adopted Article 23 of the New York Labor Law in 1961 to authorize the State Commissioner of Labor to develop standards for apprenticeship training and a process for certifying programs which meet said standards; and

**WHEREAS**, the promotion of apprenticeship training programs will expand the pool of skilled workers in the City of Newburgh and surrounding area by providing many residents the means to earn a decent living thereby fostering the local and regional economies; and

**WHEREAS**, by adopting apprenticeship requirements in the City of Newburgh it will increase career opportunities for minorities and those of female gender and ensure contractors awarded projects in the city of Newburgh are committed to training, education and safety;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City of Newburgh hereby establishes a policy to promote apprenticeship training as authorized by Section 818-b of the New York Labor Law; and

**BE IT FURTHER RESOLVED**, that "construction contract" shall mean any contract to which the City of Newburgh and its affiliated agencies shall be a principal party which involves the construction, reconstruction, improvement, rehabilitation, installation, alteration, renovation, demolition, or otherwise providing for any building, facility or physical structure of any kind, if the

labor components, final assessed value, gross capitol cost and/or component of such contract or project be in excess of One Hundred Thousand (\$100,000.00) Dollars; and

BE IT FURTHER RESOLVED, that "contractor or subcontractor" shall mean a contractor or subcontractor which directly employs labor under a construction contract for which an apprenticeship program has been approved by the New York Labor Law; and

BE IT FURTHER RESOLVED, that the City of Newburgh hereby requires any contractor or subcontractor, prior to entering into a construction contract with the City of Newburgh in excess of \$100,000.00, to have apprenticeship agreements, appropriate for the type and scope of work to be performed, which have been registered with, and approved by, the New York State Commissioner of Labor in accordance with Article 23 of the New York Labor Law anything in Section 103 of the New York General Municipal Law to the contrary notwithstanding; and

BE IT FURTHER RESOLVED, that the apprentice program must meet the following standards: has been in existence for two or more years, has a graduation rate of at least twenty (20%) percent, has a legitimate place of training or access to a legitimate place of training, and has graduated a minimum of two (2) apprentices in the previous two years; and

BE IT FURTHER RESOLVED, that the City of Newburgh is hereby authorized, empowered and directed to promulgate such rules and regulations necessary and appropriate for the implementation and enforcement of any provision of this resolution; and

BE IT FURTHER RESOLVED, if any clause, sentence, paragraph, subdivision, section or part of this resolution or application thereof to any person, individual, corporation, firm, partnership, entity or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair or invalidate the remainder thereof but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this resolution or its application to the person, individual, corporation, firm, partnership, entity or circumstance directly involved in the controversy in which such judgment or order shall be rendered; and

BE IT FURTHER RESOLVED, that this Resolution shall apply to construction contracts advertised for bids after May 1, 2014.