

RESOLUTION NO.: 138 - 2013

OF

JULY 15, 2013

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO
AN AMENDMENT TO THE AGREEMENT WITH C.T. MALE ASSOCIATES, P.C.
FOR PROFESSIONAL ENVIRONMENTAL/ENGINEERING SERVICES AND
AUTHORIZING A CHANGE ORDER FOR THE REQUIRED SITE MANAGEMENT PLAN
FOR THE CONSOLIDATED IRON AND METAL SITE**

WHEREAS, by Resolution No. 131-2010 of June 14, 2010, the City Council of the City of Newburgh authorized the City Manager to enter into an agreement with C.T. Male Associates, P.C. in an amount not to exceed \$8,985.00 for professional environmental/engineering services in connection with the required Site Management Plan for the Consolidated Iron and Metal Site; and

WHEREAS, due to unavailable or incomplete information provided to the City in connection with the clean-up of the Consolidated Iron and Metal Site, C.T. Male was required to perform additional work over a longer period of time than originally set forth in the request for proposals issued by the City for such professional engineering services at an additional cost of \$13,015.00; and

WHEREAS, funding for the additional scope of work shall be derived from H1.1440.0400.5405.2010;

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 an amended agreement with C. T. Male Associates in the form of Change Order No. 1 in an additional amount not to exceed \$13,015.00 for professional environmental/engineering services in connection with the required Site Management Plan for the Consolidated Iron and Metal Site.

C.T. MALE ASSOCIATES



ENGINEERING, SURVEYING, ARCHITECTURE &
LANDSCAPE ARCHITECTURE, P.C.

50 Century Hill Drive
Latham, NY 12110
Tel. 518.786.7400
FAX 518.786.7299

TECHNICAL SERVICES CHANGE ORDER

NUMBER: **001**

DATE OF ISSUE: 7/12/13

PROJECT NAME: Consolidated Iron Site Management Plan
PROJECT NO. 11.1182

CLIENT'S NAME: CITY OF NEWBURGH

CLIENT'S ADDRESS: City Hall
83 Broadway
Newburgh, NY 12550

CLIENT CONTACT: CRAIG MARTI, PE, CITY ENGINEER

This Change Order incorporates changes and/or additions to the original Scope of Services for Contract Agreement dated March 2, 2010. All Provisions of Agreement in the original signed Contract Agreement apply to this Change Order, unless otherwise specified herein.

A. DESCRIPTION OF CHANGE:

C.T. Male Associates Engineering, Surveying, Architecture & Landscape Architecture, P.C. (C.T. Male Associates) agreed to prepare the Site Management Plan (SMP) based on the RFP for the project. The RFP indicated that the SMP would be based on the New York State Department of Environmental Conservation's (NYSDEC) template for preparing Site Management Plans, which presumes that a Final Engineering Report (FER) is available to serve as the basis for the SMP. It was expected that the FER was to be provided to the City by the USEPA prior to commencement of the work. However, the USEPA was unable to provide the FER, and C.T. Male Associates was directed by the City based on USEPA request in an email to Craig Marti from the USEPA Project Manager Mike Negrelli dated September 6, 2012 to proceed with preparation of the SMP based on the uncertified reports and partial information which were available at the time.

In addition to the FER, another document expected to be available during the preparation of the SMP is the Remedial Action Work Plan. This document was not available, and we were provided with a report identified as the Remedial Action Report (RAR) dated April 3, 2012 and prepared by Stantec of Albany, New York. The report was lacking for the purposes of preparing an SMP, and the amount of effort expended on our part to prepare the SMP was more than double what would normally be required. We have outlined some of the deficiencies in the report in a letter to the City dated September 21, 2012.

The SMP was prepared based on the information available and provided at the time. Based on the USEPA's comment letter dated March 15, 2013, substantial additional information will need to be included and effort expended in order to finalize the SMP in a manner which is sufficient for regulatory agency approval and which is protective of the owner of the site (the City). Significant elements of the site management plan must be changed to address the March 15, 2013 comment letter.

C.T. MALE ASSOCIATES



ENGINEERING, SURVEYING, ARCHITECTURE &
LANDSCAPE ARCHITECTURE, P.C.

50 Century Hill Drive
Latham, NY 12110
Tel. 518.786.7400
FAX 518.786.7299

**TECHNICAL SERVICES
CHANGE ORDER**

NUMBER: **001**

DATE OF ISSUE: 7/12/13

B. CHANGE IN CONTRACT PRICE:

Original Contract Price	\$8,985
Contract Price after previous Change Order	N/A
Net Change in Contract Price due to this Change Order	\$13,015
New Contract Price including this Change Order	\$22,000

APPROVED AND ACCEPTED BY:

CITY OF NEWBURGH

**C.T. MALE ASSOCIATES ENGINEERING,
SURVEYING, ARCHITECTURE &
LANDSCAPE ARCHITECTURE, P.C.**

By: _____

Date: _____

Name:

Title:

By: *James D. McIver, Jr.*

Date: July 12, 2013

Name: James D. McIver, Jr.

Title: Managing Geologist, Hudson Valley Region

RESOLUTION NO.: 139 - 2013

OF

JULY 15, 2013

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A CONTRACT WITH BARTON & LOGUIDICE, P.C. FOR PROFESSIONAL ENGINEERING SERVICES FOR THE EMERGENCY RECONSTRUCTION OF THE WEST TRUNK SEWER LINE AND RELATED IMPROVEMENTS AT A COST NOT TO EXCEED SIX HUNDRED NINETY THOUSAND DOLLARS

WHEREAS, a major sewer trunk line failure occurred on a portion of the West Trunk Sewer Line, resulting in a spillage of raw sewage into the Quassaick Creek; and

WHEREAS, due to the discharge of raw sewage waste being a threat to the health and safety of the City's residents as well as an environmental threat to the Hudson River, on October 5, 2012, the City Manager of the City of Newburgh declared a state of emergency pursuant to Section 24 of the New York State Executive Law in order to facilitate immediate repairs to the West Trunk Sewer Line; and

WHEREAS, by Resolution No. 179-2012 of October 9, 2012, this Council authorized the City Manager to retain the services of a qualified engineering firm to evaluate the immediate stabilization of the West Sewer Trunk Line, prepare documents necessary to obtain funding through the Environmental Facilities Corporation and determine the scope of the necessary permanent repairs to the West Sewer Trunk Line and the Quassaick Creek Corridor; and

WHEREAS, pursuant to the authority granted to the City Manager by Resolution No. 179-2012 of October 9, 2012, the City retained the services of Barton & Loguidice, P.C. which prepared a Preliminary Engineering Report, last revised November 15, 2012 and approved by the New York State Environmental Facilities Corporation on November 20, 2012; and

WHEREAS, by Resolution No. 187-2012 of October 22, 2012, this Council authorized the issuance of bonds in the amount of \$9,144,000.00 and appropriated said amount for the emergency reconstruction of the West Trunk Sewer Line and related improvements; and

WHEREAS, the City has secured long and short-term financing of the emergency reconstruction of the West Trunk Sewer Line and related improvements through New York State Environmental Facilities Corporation; and

WHEREAS, Barton & Loguidice, P.C. has prepared a proposal for the scope of professional engineering services necessary to complete the work outlined in the Preliminary Engineering Report at a cost not to exceed \$690,000.00, which amount is consistent with the opinion of probable cost as outlined in the Preliminary Engineering Report; and

WHEREAS, funding for such project shall be derived from HG1.8130.0400.8200.2013; and

WHEREAS, this Council has determined that entering into such contract is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, that the Interim City Manager is hereby authorized to execute an agreement for professional engineering services with Barton & Loguidice, P.C. for the scope of work outlined in the proposal dated June 28, 2013 in an amount not to exceed \$690,000.00, with other provisions as Corporation Counsel may require, for the emergency reconstruction of the West Sewer Trunk Line and related repairs and for the stabilization of the Quassaick Creek Corridor.

Celebrating over 50 years of service

July 1, 2013

Mr. Craig Marti, P.E.
City Engineer
City of Newburgh
83 Grand Street
Newburgh, New York 12550

RE: West Trunk Sewer & Stream Corridor Stabilization and Restoration
Proposal for Professional Services

Dear Mr. Marti,

In response to your request, Barton & Loguidice, P.C. (B&L) is pleased to continue to assist the City with repair of the West Trunk Sewer and restoration of washout damage along the Quassaick Creek Corridor. Herein please find our proposal for continuation of professional services for the investigations and design of the West Trunk Sewer repairs, investigations and design of the South Interceptor Sewer repairs, and design of the stabilization and restoration of approximately 2,000 feet of the Quassaick Creek Corridor from Holden Dam to south of the low head dam.

Background:

In July of 2012 and again in October 2012, sections of the City's West Trunk Sewer collapsed spilling untreated wastewater into the Quassaick Creek. The City took immediate action to contain the spilling sewage with installation of corrugated HDPE piping in the area of the sewer collapse. B&L has assisted the City with implementation of further immediate repairs, development of a long term remediation strategy and securing Environmental Facilities Corporation (EFC) funding for implementation of the repairs. At this point a cured-in-place liner has been installed within approximately 1,500 LF of the sewer, and the next steps in repairing the sewer and stream bank will be to continue the investigations of the integrity of the sewer along the creek up to Walsh Road, and cleaning / investigation of the Southern Interceptor Sewer Downstream of the CSO #002 regulator. Moreover, the section of the Quassaick Creek parallel to the West Trunk Sewer along the southern boundary of the City is eroding its stream banks. This is resulting in ongoing slope failures which have undermined and contributed to the collapse of sections of the West Trunk Sewer. Within the Preliminary Engineering Report for the West Trunk Sewer Improvements prepared by Barton & Loguidice, P.C. last revised November 15, 2012, it is recommended that the Quassaick Creek stream corridor be stabilized along the West Trunk Sewer to prevent future sewer collapse.

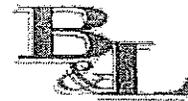
The scope of services proposed for advancing these next steps in the remediation plan are as follows:

Scope of Services:**Sanitary Sewer**

- CCTV & Clean 5,000 LF 54-inch West Trunk Sewer from Dickson St / Walsh Road to CSO #002
- CCTV & Clean 4,600 LF 36-inch Southern Interceptor Sewer from CSO#002 to the WWTF
- CCTV & Clean 3,500 LF 60-inch Combiner Sewer Overflow pipe from CSO#002 to the Hudson River
- CCTV & Clean 500 LF 36-inch Sewer along Route 9W (Robinson Ave) to the West Trunk Sewer
- CCTV & Clean 500 LF 36-inch Sewer along Mill Street to the West Trunk Sewer
- Prepare Plans, Specifications, & Contract Documents for improvements/repairs to all of the above

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





Stream Corridor

- Prepare Plans, Specifications, & Contract Documents for approximately 2,000 LF of stream bed and associated banks, reconstruction, stabilization, restoration from Holden Dam to just downstream of CSO#002 Regulator

West Trunk Sewer Corridor

- Prepare Plans, Specifications, & Contract Documents for clearing and grubbing a 10-foot wide path along the sewer route Dickson St / Walsh Road to the WWTF.
- Prepare Plans, Specifications, & Contract Documents for developing a roadway/pathway from CSO#002 to Walsh Road for the purposes of access and maintenance.

Public Bidding and Design Services During Construction:

- Assist the City in securing public bids for construction of the sewer and stream repairs.
- Monitor construction to verify compliance with design plans and specifications, administer the construction contracts on behalf of the City and address engineering and contract issues that develop during construction.

Phase 1 – Kickoff / Project Scoping Meeting

Following Agreement execution, our Team will attend a project kick-off meeting with City personnel. At this meeting, project contacts, communication protocol and point of contact for addressing questions, responsibilities, scope of work, document distribution, project schedule, critical success factors, other items pertaining to project implementation, and deliverables will be discussed and agreed upon. A principal outcome of the scoping meeting is to develop a consensus among all project participants as to the primary objectives to be accomplished, as well as the implemented methods by which they will be achieved. This meeting is also a venue in which to have initial conversations and share ideas regarding conceptual-level approaches to the project. B&L will prepare and distribute minutes of the meeting within ten (10) days.

Subsequent to the project scoping meeting and establishment of meeting minutes / goals and objectives memorandum, B&L will refine their proposed conceptual-level approach for implementation of the project to reflect items discussed in the project scoping meeting. In addition, B&L will review the timeframes and submissions for the current (2013) round of CFA's to identify any potential options for additional project funds to offset the existing sewer fund obligation, if we identify any potential funding opportunities, we will file an application for a grant. This revised approach will set the framework for developing a plan for site assessment, data collection, and site (stream reach) remediation design that implements effective, reliable, and implementable methods for obtaining useable data and satisfies the identified goals and objectives of the study, including long-term protection of the adjacent sewer line.

Phase 2 – Site Reconnaissance & Data Collection:

Review Background Information

B&L will review pertinent background information including, but not limited to, the following:

- Available record drawings
- Available flow monitoring data included in the Long Term Control Plan and Characterization Report
- Available closed-circuit television (CCTV) logs – B&L has already reviewed the logs and videos from previous inspections conducted in the Fall of 2012 by TAM Enterprises. However, much of the video is not clear and an updated inspection will need to be conducted and has been included in this proposal.
- Obtain any record information that relates to a variety of problems including observed overflows, modeled, measured or observed surcharges.



- Complete a preliminary field investigation to review existing field conditions and familiarize ourselves with the layout of the collection system and known problem areas.

Topographic Survey & Base Mapping Services

A Topographic Survey of the 2,000 LF corridor from Holden Dam to the low head dam downstream of the regulator has already been authorized separately. Additional Survey is anticipated along the sewer as it crosses the CSX Rail line and turns eastward along the stream corridor. Also, additional survey is anticipated to be necessary along the Southern Interceptor and the Combined Sewer Overflow Piping. It is anticipated that the City of Newburgh will provide tax mapping in ACAD format to overlay on the survey.

Easement procurement is not anticipated due to the fact that repairs and rehabilitation are expected to be completed on the existing sewer mains and it is presumed that the City has authority to access the sewers for maintenance and repair. Through review of records provided by the City, and any deed research performed by a Title Company, retained separately by the City, if it is found that sufficient right-of-way does not exist, B&L can assist the City with procurement of permanent easements along the sewer routing under a separate authorization. We have included assisting the City with the procurement of temporary access easements within our scope of work through preparation of supporting descriptions or maps to be used by others, such as the Title Company, Surveyor, or City Personnel during the negotiations or obtaining of easements.

Subsurface Investigations

Subsurface investigations are not anticipated for this project and therefore are not included in this proposal. Should they become necessary, subsurface investigations would be provided as an additional service under separate authorization.

Sewer System Assessment

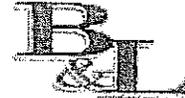
To fully assess the sewer, a series of field investigations will be completed including the following:

Sewer Location

The specific routing of the West Trunk Sewer is not clearly identified, particularly as it travels south from Dickson Street along Walsh Road, and east along the Quassaick Creek Corridor. B&L will subcontract to a utility locating service to locate the West Trunk Sewer along the Quassaick Creek Corridor. Buried sewer manholes will also be located during this work, to facilitate uncovering them for future access and inspections.

Manhole Inspections

B&L will inspect the manholes along the West Trunk Sewer and Southern Interceptor Sewer and CSO#2 Overflow Sewer. These inspections will include opening and inspecting the interior of the manholes, from the ground surface. B&L may enter the structures for closer inspection with assistance from the City, as the manholes are considered a "confined space." Where manhole entry for inspection is determined necessary, it will be necessary for the City to provide properly trained personnel and safety equipment to facilitate safe confined space entry for B&L personnel. During the inspection, the physical dimensions, construction materials and defects associated with the manhole will be documented. A standard inspection form will be prepared by B&L to be followed in the field. The inspection form will be supplemented with photographs in the event there are particular defects observed that merit further analysis. It is assumed that the manholes will be readily accessible and should they not be, B&L will retain the services of a contractor to uncover the manholes, prior to scheduled inspections.



Closed Circuit Television (CCTV) Inspections

Based on our understanding of the project and review of the existing CCTV inspections, B&L has determined that the following sections of sewer need to be cleaned and inspected by CCTV:

1. Approx. 5,000 LF West Trunk Sewer from the Dickson Street/Walsh Road intersection to CSO #002,
2. Approx. 4,600 LF of the Southern Interceptor Sewer from CSO#002 to the Wastewater Treatment Plant,
3. Approx. 3,500 LF for the Overflow Pipe from CSO#002 to the Hudson River Outfall.
4. Approx. 1,000 LF re-inspection of the contributory sewer mains along Route 9W and Mill Street

These inspections will indicate pipe sags, displaced joints and debris, root ball intrusions or other obstacles that would prevent the pipe from being repaired completely through the use of trenchless technology. For the purpose of this proposal, B&L is anticipating that cleaning and CCTV inspection for approximately 12,000 linear feet. It is assumed that bypass pumping will be subcontracted separately by B&L as part of the inspections.

Stream Assessment/Evaluation

Evaluation of the existing watershed conditions

In order to fully evaluate the existing condition of the project reach and impact of the stream upon the adjacent sewer line corridor, B&L will undertake an assessment of existing stream corridor conditions.

GIS Database/Existing Information Review

It is anticipated that the countywide GIS database and existing studies and reports available through Orange County Water Authority and others will be primary resources for providing valuable background information. In addition, it is anticipated that the City will provide B&L with any necessary GIS files. B&L will obtain and review relevant background information from these sources, identify data gaps, and work to obtain additional supporting information as needed to inform the stabilization design as needed.

Assessment of Existing Hydrologic Conditions

An assessment of existing hydrology associated with the project reach will be performed using the StreamStats web-based Geographic Information Systems (GIS) application developed by the US Geological Survey. The application utilizes drainage basin characteristics to obtain estimates of the peak discharges for various year design storms (1.25-, 1.5-, 2-, 5-, 10-, 25-, 50-, 100-, and 500-year recurrence intervals). Peak flow rates will be tabulated for each of the seven targeted stream reaches. This information will be incorporated into HEC-RAS modeling discussed below.

Field Reconnaissance

In addition to review of the background information, B&L will conduct physical reconnaissance and geomorphic assessment of the project reach for the purpose of understanding the root causes of instability and processes affecting the reach, degree of disparity from stable channel form, and development of feasible restoration / remediation measures specific to the reach or localized portions thereof. Field reconnaissance will also include evaluation of impacts within the adjacent upland portions of the watersheds and identification of methods for remediating impacts either at the source, or through various components of the in stream restoration / remediation design. This methodology provides a more holistic method of evaluating impacts and addressing the processes that represent the root causes of impairment in developing feasible, sustainable solutions for remediation of the project reach.

In addition to the defined project reach, reconnaissance and data collection within the reach upstream of Holden Dam may be necessary should the City determine to move forward with the dam removal component of the project. Should the dam be removed or breached as part of the project, field reconnaissance of the upstream reach will be required in order to develop post-removal stabilization and restoration designs for the stream channel upstream of the dam site. These services are included in the Dam Removal Scope.



Specific components of the field reconnaissance and data collection effort include, but are not necessarily limited to, the following:

Topographic Survey

B&L will contract the services of a licensed professional land surveyor in New York to collect a topographic survey of the stream corridor and adjacent areas. This topographic survey will serve as base mapping for the conceptual-level and final design drawings for the project reach. Data included in the existing topographic survey will include locations of all above ground and underground structures and infrastructure, topography of the site at one-foot contour intervals, project area boundaries, land parcel ownership (based on tax mapping), and notable landscape features including historical and archaeological resources. Stream corridor characteristics such as cross-section geometry and detailed bed profile survey will be included. This work will be incorporated as part of the survey work needed as part of the ongoing sewer line project, and is not included as a separate cost item in this proposal for stream stabilization work.

Geomorphic Assessment

B&L will conduct a geomorphic assessment of the project reach and appropriate reference reach, which will include the following elements:

- Survey of Cross-section and Longitudinal Profile.
- Substrate distribution analysis (Pebble Counts)
- Bank Erosion Hazard Index (BEHI) Assessment
- Rosgen/Pfankuch Bank Stability Index
- Near-Bank Stress (NBS) Assessment

The ultimate goal of the physical stream assessment is to collect quantifiable data from the project reach that best defines the current physical characteristics, processes, and channel dynamics contributing to the impairments that led to failure of the left bank and subsequent collapse of the sewer line. This data will be used in the development of hydraulic and sediment transport models which will in turn inform the preparation of feasible and sustainable channel restoration / remediation measures. These measures will be directly intended to reverse the currently impaired condition of the project reach, restoring stable channel form and function, and providing long-term protection to properties and infrastructure currently threatened by the morphologically-impaired condition of these stream reaches.

Because they employ methodologies that quantify physical characteristics of the stream banks and channel through the project reach, the methods proposed will provide data that can be used to define a baseline against which the results of implemented restoration activities (constructed stabilization / restoration project) can be measured.

Phase 2 Deliverables:

Draft Engineering Report

Utilizing the information collected during the previous phases of the project, B&L will revise the previously prepared preliminary engineering report summarizing our investigation, including reviewing the various alternatives and provide recommendations to rehabilitate the sections of the sewage collection system identified above. The report will include a summary of the sewer CCTV & manhole inspections to be completed and provided to the City. The Sewer will be located utilizing GPS and the sewer will be overlaid on an Aerial Photo. Report will provide specific scope items which should be included in the final rehabilitation project, present opinion of probable costs, preliminary layout of the proposed facilities and provide a schedule for completing the work. The GPS points will be provided to the City in order to update the sewer data set.

Upon completion of the data collection effort, B&L will provide the City with a separate detailed stream assessment report. The report will include a discussion of the findings of the stream assessment effort at the project reach. Specifically, the stream assessment component of the report will discuss general stream corridor background and conditions, historical condition and character of channel geomorphology, impacts to channel form and function as a



result of land use activities, current physical characteristics of the stream channel and adjacent riparian corridor / floodplain that are contributing to ongoing issues, and application of the data in quantifying extent and rates of stream channel instability and departure from stable form, bed and bank erosion, and channel destabilization.

The Stream Assessment Report will be accompanied by a detailed map that includes the site-specific information collected during the topographic survey (above ground and underground structures and infrastructure, topography of the site at one-foot contour intervals, project area boundaries, land parcel ownership, and notable landscape features including historical and archaeological resources) as well as existing adjacent land uses, soils, resource features, and photo documentation reference points.

A Dam Evaluation Report will include the hydraulic and hydrological review of the reach as it pertains to Holden Dam. This preliminary evaluation will include the hydraulic impact (benefit or detriment) of the removal of the dam to downstream reach. No engineering evaluation or sediment analysis would be done at this time; this report will define the benefits/detriments to the dam on the reach as it relates to the schematic designs to be developed later. This report will be of sufficient detail so as the City can provide us with its determination of whether to continue with the removal of the dam, or proceed without removal of the dam from the remainder of the project.

Phase 3 – Schematic Designs:

Development of a sustainable, long-term solution aimed at remediating impaired channel morphology, restoring stable channel form and function, and protecting the adjacent sewer line at the reach-scale requires a synergy between addressing the root causes of the problem and rehabilitation of those areas that have been negatively impacted as a result (including stabilization of the repaired left bank downstream of the dam).

While traditional means of addressing localized and often isolated areas of impaired channel morphology (such as hard-armoring of degrading streambed areas, eroding stream banks, etc.) may have some short-term benefit in some applications, the effectiveness of this stand-alone approach is limited because it does not address the root causes of the problem, and as such these approaches typically require frequent and costly maintenance to provide a measure of protection against future bank failures. A more holistic-scale approach, which considers channel form and process and provides a means for addressing stream bank and channel instability issues by rectifying root causes, provides a means for implementing a more sustainable project with greater benefits over the long-term.

Following the data collection effort, B&L will develop a minimum of two feasible conceptual-level design alternatives for the reach. Development of alternatives for each reach will focus on potential restoration / remediation measures that emphasize addressing root process and causes of the existing morphologically-impaired condition, provide long-term protection for adjacent stream banks and infrastructure, and embrace natural fluvial process and existing natural conditions to the extent possible to provide long-term sustainability of the implemented design.

Our proposed alternatives for restoration / remediation will focus on in-stream structural measures, including natural channel restoration, stream bank stabilization, bioengineering, or other constructed measures intended to reestablish stable channel function, provide long-term protection for adjacent properties and infrastructure, and embrace natural fluvial process to address root causes.

Phase 3 Deliverables:

Upon preparation of conceptual-level schematic designs, B&L will deliver to the City a Conceptual Alternatives Design - Analysis and Recommendations report. This report will include a minimum of two schematic conceptual-level design alternatives for the reach of the creek. The report will also include an alternatives analysis, by which each of the alternatives proposed for the reach will be described in terms of criteria construction cost, longevity, constructability, confidence of regulatory approval, improvements to natural resources and habitats associated with the project reach, compatibility with existing land uses and infrastructure, etc. Based on an evaluation of these and other criteria, B&L will provide an initial recommendation supporting one or more of the proposed alternatives as a preliminary recommended alternative for each given reach.



Phase 4 – Review of Schematic Designs and Selection of Preferred Alternative:

Following review of the schematic designs and the Conceptual Alternatives Design - Analysis and Recommendations report by the City, including evaluation of an alternative removal of the Holden Dam, B&L will meet with the City to review the proposed alternatives and recommendations. B&L will provide guidance and assistance to the City in selection of a preferred alternative to be progressed to final design, permitting, and construction.

Phase 4 Deliverables:

B&L will meet with the City for the purpose of reviewing proposed alternatives for the project reach and provide guidance and assistance in selection of a Preferred Alternative.

Phase 5 – Construction Requirement Analysis (Permit Pre-application Meeting):

B&L will identify vested regulatory entities (local, state, and federal), and prepare a written synopsis of the preferred alternative (selected design) for the project reach. The synopsis will include discussion of required permits necessary to obtain to satisfy the regulatory mandates of each vested regulatory entity, and means by which the selected design satisfies the regulatory requirements of each. It is anticipated that much of the work designed for these reaches can be authorized by state and federal regulations under a NY State Department of Environmental Conservation (NYSDEC) / US Army Corps of Engineers (USACE) Joint Individual Permit.

It is anticipated that in addition to review of the proposed constructed components of the design, these meetings will offer an opportunity to identify with regulatory agencies any key natural resources or habitats to be protected as part of the project, as well as any construction sequencing (timing) concerns related to life cycles of aquatic species associated with Quassaick Creek and its connectivity to the Hudson River Estuary.

Phase 5 Deliverables:

B&L will prepare a written synopsis of the final design, as described above. B&L will arrange, attend, and facilitate two onsite pre-application meetings. These meetings will include representatives of B&L, the City, vested regulatory stakeholders, and any other project partners as deemed appropriate by the City (Orange County Water Authority, etc.). B&L will, subsequent to these pre-application meetings, prepare a summary memorandum recording pertinent aspects of each meeting. B&L will also identify and account for all design modifications necessary to satisfy the comments and concerns of the regulatory stakeholders, and incorporate these modifications into the development of final designs.

Phase 6 – Environmental Quality Review & Environmental Justice:

The State Environmental Quality Review Act (SEQRA), as set forth in Article 8 of the New York State Environmental Conservation Law, establishes a process for the consideration of environmental factors in the planning stages of discretionary actions that are directly undertaken, funded or approved by local, regional and state agencies. SEQRA requires the approving or sponsoring entity to identify and mitigate any significant adverse environmental impacts of the activity it is proposing, funding or permitting. Although SEQRA has been completed for the emergency work, B&L will develop and submit all documents necessary to comply with SEQRA through determination of significance as the full project scope is defined. This includes support for establishment of Lead Agency, identification of interested and involved agencies and preparation of SEQRA Environmental Assessment Forms to determine significance. It is anticipated that this will be classified as an unlisted action. If one or more significant adverse impacts on the environment are identified and a positive declaration is issued, B&L will assist the City with SEQRA as an additional service through a separate authorization.



Threatened and Endangered Species

B&L will contact NYSDEC for identification of any threatened or endangered species as part of the SEQRA process. Their previous correspondence indicated No Jurisdiction, B&L Will confirm that with the extent of work proposed this remains the case.

Archeologically Sensitive Area

B&L will also contact NYSOPRHP for a determination of impacts. Their previous correspondence based upon the scope of work indicated No Impacts, B&L will confirm with the extent of work that this remains the case. B&L will arrange for the performance of a Phase IA Literature Review and Sensitivity Assessment for the proposed project. Pending the results of the Phase IA report, Phase IB site investigation services may be required. It is anticipated that a Phase IA and Phase IB will need to be conducted and the costs for these have been included in this proposal, should it be determined they are not required, we will not invoice for these services.

Wetland Delineation

Under the conditions of the Army Corps of Engineers (ACOE) Nationwide Permit for utility line activities, a delineation of any wetland areas along the project corridors will be required to assist in proper site design and provide necessary information for subsequent permitting efforts. A routine onsite delineation as specified in the 1987 Army Corps of Engineers (USACOE) Wetland Delineation Manual will be performed; to establish the wetland boundaries in the field. A delineation report will be produced summarizing the delineation activities and providing site plans with the wetland areas located on them. As it is anticipated that any impacts to wetlands will be temporary in nature, mitigation design is not anticipated, nor included in this proposal. If it is determined that mitigation design will be necessary, B&L can assist with these as additional service through a subsequent authorization.

Environmental Justice Area

The designated project area is also located within a Potential Environmental Justice (EJ) area within the City of Newburgh, as identified by NYSDEC Environmental Justice Policy CP-29. Environmental justice efforts focus on improving the environment in communities, specifically minority and low-income communities, and addressing disproportionate adverse environmental impacts that may exist in those communities. Consistent with NYSDEC policy, B&L will prepare a Public Participation Plan, and will assist the City in generating public information materials, attending up to four (4) public meetings, and coordinating with NYSDEC regarding Environmental Justice considerations during review and approval of permit applications, as necessitated by the Environmental Justice Policy.

Phase 6 Deliverables:

This project is anticipated to be an unlisted action under SEQRA and is not anticipated to require a coordinated review. B&L will prepare documents and support information to submit to the City of Newburgh to advance SEQRA to the point of determination of significance. This includes information for a declaration of intent to serve as Lead Agency (City of Newburgh), a list identifying involved and interested agencies, and completed Environmental Assessment Forms with associated figures/documentation as needed to make a determination of significance relative to the environmental impacts of the proposed project.

B&L will also prepare a Public Participation Plan, generate public information materials, attending public meetings, and coordinate with NYSDEC regarding Environmental Justice policy.

Phase 7 – Draft Final Design:

SPDES NOI & SWPPP

It is assumed the Sewer Cleaning & Lining portion of the project will temporarily disturb less than one acre, therefore a SPDES NOI and SWPPP is not required for this portion of the work. However, it will be required for the much larger stream restoration/revetment disturbance and clearing along the sewer right of way.



Following selection of the preferred alternatives for the Sewer Trunk Repair and the Stream Restoration for the project reach (Phase 4), B&L will prepare a draft final design package. The draft final design will be fundamentally supported by the components of the conceptual alternative. Subsequent refinement of the final design will occur as input from various sources is collected (including regulatory agencies, etc.). Final refinement of the draft final designs will consist of modifications subsequent to review meetings with the City and pre-application meetings with vested regulators.

Upon substantial completion of initial draft final designs, B&L will provide design documentation to the City for review and comment. Subsequent minor revision of the draft final designs will be made to account for any modifications requested as a result of this and subsequent reviews.

Phase 7 Deliverables:

B&L will develop a draft final design for the project reach, and will deliver a draft final design package to the City for review and comment. The draft final design package will include the following:

- Overview mapping, showing project location, boundaries, and general site conditions
- Detailed plan drawings, including existing and proposed (design) features, contours, profiles, existing and target elevations, properties, buildings, infrastructure, planting treatment areas, etc.
- A SWPPP plan for the stream stabilization project
- All construction components necessary to comply with the SWPPP, including construction access, temporary runoff/ erosion and sedimentation control BMPs, material and equipment staging areas, pump-around or temporary stream diversion channels, etc.
- Notations regarding special conditions, construction sequence, etc.
- Comprehensive draft specifications book for all constructed components of the design, site stabilization, and riparian buffer reestablishment (seeding and planting, etc)
- Construction details for all temporary and permanent constructed components of the design
- Detailed planting plan, including a species schedule and details for installation
- Point-file coordinates for accurate field-layout of constructed features, particularly in stream structures (cross vanes, j-hooks, etc.)

Phase 8 – Final Design and Construction Documents:

B&L will prepare design plans, technical specifications, and an itemized opinion of probable construction cost for the various rehabilitation of the sewer system. The design will be in general conformance with the New York State Department of Environmental Conservation (NYSDEC) design standards as defined in "Recommended Standards for Wastewater Works", except any variations approved by NYSDEC. Plan and profile of the sewer improvements, sewer system details, maintenance and protection of traffic, soil erosion and sediment control details and restoration details will be provided. B&L's standard boiler plate bidding documents, construction contract, general conditions and requirements will be included. Plans will be in the version 10 of AutoCAD.

Upon City review of the draft final design, B&L will prepare a final design package for stabilization of the project reach. The final design will consist of the components of the draft final design, modified as required to satisfy the comments of the City following their review. B&L will prepare and submit final designs at a date sufficient to allow a minimum of two weeks for review by the City, to allow for any final comment and revision to be completed prior to attachment of the final plans to the required permit applications.

Subsequent to submittal of permit applications, B&L will work in close concert with the City to satisfactorily address any minor comments from regulatory agencies regarding contents of the submitted design package.

Mr. Craig Marti, P.E., City Engineer
City of Newburgh
July 1, 2013
Page 10



Phase 8 Deliverables:

B&L will develop final designs for the project reach, including plans, specifications, and details specific to the stream stabilization project and the sewer rehabilitation project. B&L will deliver a final design package to the City for review and comment a minimum of two weeks prior to the permit application date.

All final design components will be sealed by a professional engineer licensed in the State of New York.

Phase 9 – Permitting:

B&L will prepare Contract Drawings for submission to and approval by NYSEFC. B&L will also prepare and coordinate with CSX for access across the rail. Being that this is a maintenance project no other permits or approvals are anticipated to be required, however we will provide copies to NYSDEC for use in coordinating Long Term Control Plan compliance oversight.

B&L will engage with regulatory entities initially as described in Phase 5 to review the preferred alternative design and identify applicable regulations and permits. Once all required permits and approvals are identified, pre-application meetings will be conducted with appropriate federal, state and local regulatory staff to confirm regulatory requirements, provide opportunities for regulatory input, and to identify possible opportunities to streamline reviews and approvals. Continued correspondence with regulatory staff will be maintained to help ensure timeliness of all necessary permits and approvals.

It is anticipated the potential permits will include federal, state and local reviews including U.S. Fish and Wildlife Service clearance for work in streams and coordination with State Historic Preservation Office may be necessary if any of the selected designs potentially impacts sites of historic or archaeological significance. Each project will be reviewed in accordance with 6 NYCRR Part 502, *Floodplain Management Criteria for State Projects* and any necessary permits or certifications for compliance with local floodplain management regulations will be obtained. All permit applications will be submitted to the City for review prior to submittal to the regulatory agencies. It is assumed that the all permit fees, if required, will be paid by the City.

Phase 9 Deliverables:

B&L will provide a complete list of permits and approvals required for the preferred alternative design, coordinate pre-application reviews with appropriate regulatory staff, develop full and complete permit applications, and provide necessary response and follow up to allow the City to secure required permits and approvals.

Phase 10 – Bidding Services:

B&L will prepare an Advertisement for Bid for publication by the City in its official newspaper as well as post it online. B&L will notify potential bidders of advertisement publication and assist with Contract Document distribution. B&L will address contractor questions during the bid phase and prepare responses as appropriate including preparing addenda as required and issuing the same to contractors. B&L will attend the pre-bid meeting at the work site. B&L will also attend the bid opening and tabulate the bids, review the qualifications of the low bidders and prepare a recommendation of award to the City.

For the purposes of bidding, it is assumed that two contracts will be let, the stream restoration contract will be separated from the trunk sewer rehabilitation contract. Three (3) paper copies of the Contract Documents for each will be provided to the City. It is assumed that the Bidders will obtain the Documents through the Empire State Bidding Website or through electronic media. Ten (10) CD's for each contract will be provided to the City for those contractor's whom are unable to obtain them through the digital means. Additional sets can be provided at cost upon request by the City.



Phase 10 Deliverables:

B&L will provide bid-related services to the City, as described above.

Phase 11 – Site Inspections and Construction Oversight:

A. Construction Administration Services: (20 weeks assumed)

- Notice of Award will be issued to the contractors upon the City's direction. B&L will prepare conformed copies of successful bidder's submittal for contract execution.
- Conduct a pre-construction conference with the contractors.
- Review shop drawings and submittals for the material and equipment to be incorporated into the project for conformance with the Contract Documents.
- Review contractor's payment applications and submit same to the City for processing.
- Review documentation for and prepare change orders, as appropriate.

- Following construction of the project, B&L will conduct a final on-site project review, issue a Notice of Substantial Completion, provide construction certification to the approval agency(s) for work completed in accordance with the approved plans and specifications, and provide completed construction drawings for the new facilities.

B. Construction Observation Services: (Part time observation for 15 weeks assumed)

This proposal includes up to 600 hours (15 weeks) of part-time on-site construction observation services during construction of the proposed improvements associated with the sewer contract. Duties of the Construction Observer (CO) will be as follows:

- Conduct on-site construction observation of the work in progress to assist the City in determining if the work is, in general, proceeding in accordance with the approved Contract Plans. The CO shall not advise or issue directions regarding or assume control over safety precautions and programs in connection with the work.
- Report whenever the CO believes that any work will not produce a completed project that conforms to the Contract Plans and Specifications, or has been damaged or does not meet the requirements of any inspection, test or approval required to be made; and advise of work that CO believes should be corrected or rejected.
- Report when clarifications and interpretations of the Contract Plans are needed.
- Prepare progress reports for each visit to the construction site, recording contractor's activities, and progress of the work.
- Be present during system testing to verify that performance is in accordance with Contract Plans, Specifications and intended function.
- Provide the City with Weekly Inspection Reports and Photos documenting progress.

In addition to part-time oversight for the repair work associated with the sewer line, B&L will provide additional site inspection and construction oversight services for all construction activities associated with implementation of the stream stabilization project. For purposes of the proposal, an additional 200 hours have been included for the work associated with the stream. It is our experience, in design and construction of a large number of stream stabilization / channel restoration projects across New York, that full-time onsite construction supervision by a qualified stream restoration specialist is often a special condition requirement of Joint NYSDEC / USACE permits issued for these types of projects.



Successful implementation of typical channel restoration / remediation designs requires onsite construction oversight by a qualified, experienced stream specialist familiar with channel restoration concepts and methodologies, as well as with the details of the particular components of the particular site design. B&L staff have worked closely with clients, contractors, and regulators on many channel restoration projects, providing detailed onsite construction supervision to meet the special conditions of the permits, and to ensure accurate implementation of the stream restoration design, provide recommendations for necessary field modifications, and ultimately deliver a completed project that adheres to design standards and provides sustainable, long-term channel and stream bank stability. Because the longevity of the repaired sewer line is dependent upon the success and longevity of the affiliated stream stabilization work, it is critical that sufficient oversight be provided to maximize the effective implementation of the stabilization design plan to the greatest extent possible. Many of the techniques typically applied in these projects consist of components that must be matched to the localized, site-specific conditions in order to maximize their effectiveness.

The B&L stream specialist onsite will complete daily logs documenting project status, work completed, any issues or complication encountered during the course of construction, etc. These logs will be submitted to the City via email on a weekly basis for review and, if necessary, consultation with the stream specialist on site to resolve any complicating issues. Submittal of weekly logs will be accompanied by site photographs of the week's activities, over time creating a photo-documentation spanning the life of project implementation at the site, from pre-construction condition to finished, post-construction condition.

Phase 12 – Project Completion:

Upon completion of construction activities of the project, including contractor demobilization and full stabilization of the site in accordance with the SWPPP, B&L will prepare a project completion document to close-out work along the project corridor. The project completion document will include a description of all measures of work completed, for the sewer, stream, and maintenance access including conformance of the overall project to the design standards and construction thresholds, detailed discussion of any field modifications enacted and justification for each (including consistency with the overall design concept), consistency with construction timeline, and compliance with permit conditions (including plantings, site stabilization, etc.). Project completion documents will also include record drawings of the completed project. Record drawings will include location and mapping of the project area, identifying locations and elevations of constructed features, post-construction elevations where available, planting areas, and locations and elevations of set monument pins (required for collection of post-construction monitoring data).

Each Project Completion Document will be sealed by a professional engineer licensed in the State of New York. As-built surveys for each completed project reach conducted by New York Licensed Surveyor are not included. Should an as-built survey be necessary, B&L will subcontract as an additional service under a separate authorization.

Phase 12 Deliverables:

B&L will provide the City with a Project Completion Document following the close-out of construction work along the project corridor, as described above. Submittal will consist of one electronic copy and three hard- (paper) copies of each Project Completion Document. This document will include record drawings of the stabilized stream corridor.

Phase 13 – Project Reporting:

B&L will provide the City with monthly status reports through the life of the contract period, beginning with the month in which the contract for this project is awarded. Each monthly status update will consist of a memorandum highlighting project activities, status of the project at the end of each month, achieved and upcoming/next milestones, and current monthly adherence to the overall project schedule.

Mr. Craig Marti, P.E., City Engineer
City of Newburgh
July 1, 2013
Page 13



Phase 13 Deliverables:

B&L will provide the City with a monthly status update memorandum at the end of each month for the life of the contract. B&L will compile and summarize these monthly reports to generate semi-annual project reports, as described above.

Phase 14 – Post-construction monitoring:

Typically, post-construction monitoring of stream restoration / stabilization projects authorized under a Joint NYSDEC / USACE permit is included as a Special Condition of the permit. It is anticipated (but not certain) that post-construction monitoring will be required for a period of up to two years following completion of this project. The attached cost proposal for the project includes a budget to cover two years (four monitoring efforts), reporting to USACE/NYSDEC, and associated tasks. Because the post-construction requirements for this particular project will likely be unknown until the project is partly underway, this Phase of work could be added later as a supplemental amendment to the contract between B&L and the City.

Timetable for Completion of Project:

A Project start date of August 2013 is anticipated and be completed in the Fall of 2014.

The Scope of Services below has been included as Supplemental Work Items if the City decides to include them at this time. These services can be authorized at a later date.

Phase 15 – Removal of Holden Dam:

Removal of Holden Dam may be considered by the City as an additional work element to this proposal and scope of work. The dam removal aspect of the project would include the additional work elements:

- Kickoff and periodic client meetings
- Engineering inspection of existing dam structure
- Review of existing background data (dam inspections, flow data, etc.)
- Geomorphic assessment of reach upstream of the dam
- Survey
- Impact analysis
- Sediment sampling, Sediment contaminant remediation plan (if necessary)
- Hydraulic and hydrologic (H&H) modeling
- Engineering report
- Historic and Archaeological investigations (if necessary)
- Environmental Review (SEQRA and Environmental Justice)
- Dam removal engineering design
- Stream stabilization / restoration design upstream of dam site
- Regulatory coordination / Permitting
- Final designs and construction documents
- Bid assistance
- Construction oversight
- Closeout inspections
- Final reporting
- Post-construction monitoring (if required)

The scope of work required to include dam removal as an aspect of this project is sufficiently extensive to be considered as a separate project unto itself. Several of these phases may be extensions of work elements included in the stream stabilization work proper, but will be itemized as separate elements pertaining specifically to the dam removal work, if dam removal is pursued by the City.

Mr. Craig Marti, P.E., City Engineer
City of Newburgh
July 1, 2013
Page 14



Fee for Services:

Barton & Loguidice, P.C. proposes to provide the scope of engineering services described herein for the following fees:

Preliminary Design	\$130,000	Time & Expense
Uncover buried manholes Allowance	\$10,000	Time & Expense
Archeological Investigations Allowance	\$20,000	Time & Expense
West Trunk Sewer CCTV Allowance	\$60,000	Time & Expense
Bypass Pumping Allowance	\$40,000	Time & Expense
2013 CFA Grant Application	\$0	No Cost to City
Final Design	\$200,000	Time & Expense
Bidding	\$10,000	Time & Expense
Construction Administration	\$35,000	Time & Expense
Construction Observation	\$95,000	Time & Expense
Project Completion & Closeout	\$15,000	Time & Expense
Post Construction Monitoring	\$30,000	Time & Expense
Additional Surveying Allowance	\$45,000	Time & Expense
Total Basic Services	\$690,000	Not to Exceed

Additional Services which may be authorized by the City at a later date:

Holden Dam Removal	\$135,000	Time & Expense
Total	\$135,000	Not to Exceed
Grand Total	\$815,000	Not to Exceed

We would not exceed this amount unless the City Council first authorized a modification to the scope and fee. Services to be invoiced to the City monthly through the invoice date, on a time and expense basis in accordance with our standard billing rates in affect at the time services are rendered.

We look forward to continuing our work with the City on this important sewer and stream restoration project. If you have any questions, please do not hesitate to contact our office.

Very Truly Yours,

BARTON & LOGUIDICE P.C.

Richard A Straut
Executive Vice President

ATE/ojf

RESOLUTION NO.: 140 - 2013

OF

JULY 15, 2013

RESOLUTION AMENDING RESOLUTION NO: 223-2012,
 THE 2013 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK
 TO TRANSFER THE POSITIONS OF PARKING ENFORCEMENT OFFICERS
 FROM THE ON-STREET PARKING DEPARTMENT AND CASHIER FROM TAX
 COLLECTOR AND TO RE-APPROPRIATE THE REMAINING BUDGET BALANCES
 TO THE PARKING VIOLATIONS BUREAU DEPARTMENT

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

		<u>Decrease</u>	<u>Increase</u>
A.1330	Tax Collector		
.0101	Salary	\$ 16,619.68	
.0448	NYS DMV Fees	\$ 766.00	
.0448.0003	COMPLUS Software	\$ 37,142.52	
.0810	Retirement	\$ 3,473.51	
.0830	Social Security	\$ 1,271.41	
.0835	MTA Tax	\$ 56.51	
.0860	Health Insurance	\$ 10,119.36	
.0880	CSEA Benefits	\$ 587.28	
A.3320	On-Street Parking		
.0101	Salary	\$ 38,003.01	
.0102	Part-Time	\$ 15,868.00	
.0103	Overtime	\$ 68.92	
.0411	Oper of Motor Vehicles	\$ 2,400.00	
.0415	Maintenance & Supplies	\$ 1,500.00	
.0417	Uniforms	\$ 592.50	
.0442	Repairs/Motor Vehicles	\$ 1,450.00	
.0810	State Retirement	\$ 16,270.00	
.0830	Social Security	\$ 4,267.35	
.0835	MTA Tax	\$ 189.46	
.0860	Health Insurance	\$ 16,530.64	
.0880	Employee Benefit	\$ 1,175.44	

Decrease

Increase

A.1130	Parking Violations Bureau	
.0101	Salary	\$ 54,622.69
.0102	Part-Time	\$ 15,868.00
.0103	Overtime	\$ 68.92
.0411	Oper of Motor Vehicles	\$ 2,400.00
.0415	Maintenance & Supplies	\$ 1,500.00
.0417	Uniforms	\$ 592.50
.0442	Repairs/Motor Vehicles	\$ 1,450.00
.0448.0002	NYS DMV Fees	\$ 766.00
.0448.0003	COMPLUS Software	\$ 37,142.52
.0810	State Retirement	\$ 19,743.51
.0830	Social Security	\$ 5,538.76
.0835	MTA Tax	\$ 245.97
.0860	Health Insurance	\$ 26,650.00
.0880	Employee Benefit	\$ 1,762.72

ORDINANCE NO.: 7 - 2013

OF

JULY 15, 2013

AN ORDINANCE AMENDING SECTION 163 -2 ENTITLED "MISCELLANEOUS FEES"
OF THE CODE OF THE CITY OF NEWBURGH

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

Section 1. Section 163-2 entitled "Miscellaneous Fees" of the Code of the City of Newburgh be and hereby is amended as follows:

Type of Fee	Amount
Civil Service examination fees	
Application for any civil service open competitive exams for the position of police officer or fire fighter for which the New York State Department of Civil Service has provided the examination and rated the candidates	\$40.00 <u>50.00</u>

Section 2. This ordinance shall take effect immediately.

Underlining denotes additions
~~Strikethrough~~ denotes deletions

RESOLUTION NO.: 143 -2013

OF

JULY 15, 2013

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

WHEREAS, by Resolution No. 124-2012 of July 16, 2012, the City Council of the City of Newburgh authorized the City Manager to enter into a Master Services Agreement with C.T. Male Associates, P.C. to provide dam inspection and safety related engineering services; and

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

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

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

WHEREAS, this Council has determined that entering into an agreement with C. T. Male Associates, P.C. is in the best interests of the City of Newburgh and its residents;

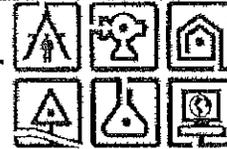
NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the Interim City Manager is hereby authorized to enter into an agreement with C.T. Male Associates, P.C. for professional engineering services related to dam safety for the Silver Stream Reservoir Dam and the Washington Lake Dam in an amount not to exceed Forty-Three Thousand Sixty and 00/100 (\$43,060.00) Dollars;

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

	<u>Decrease</u>	<u>Increase</u>
Water Fund		
F.1900.1990		
Contingency	\$27,500.00	
 Water Fund		
F.8320.0448.1		
Dam Safety Services		\$27,500.00

C.T. MALE ASSOCIATES

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



June 18, 2013

Mr. Craig Marti, P.E.
City Engineer
City of Newburgh
83 Broadway
Newburgh, NY 12250

Re: *Proposal to Provide Dam Engineering Services
Silver Stream Reservoir Dam (DEC #195-0531) &
Washington Lake Dam (DEC #195-0536)
Newburgh, NY*

Dear Mr. Marti:

C.T. Male Associates is pleased to present this proposal to provide engineering services for the two dams referenced above. Prior to preparing this proposal, we reviewed files maintained by New York State Department of Environmental Conservation (DEC) for the two dams and have communicated with Mr. Scott Braymer of Dam Safety regarding the engineering work presently required for each. For Silver Lake Dam which has recently been reconstructed, only a Safety Inspection is currently required. For Washington Lake Dam, an Inspection & Maintenance Plan, Safety Inspection and Engineering Assessment need to be prepared/performed.

Descriptions of the work involved in the preparation of these plans/reports are summarized below.

Inspection & Maintenance Plans

The Inspection & Maintenance Plan (IMP) we propose to prepare for Washington Lake Dam will comply with the requirements of 6 NYCRR Part 673.6. It will be prepared in the format presented on the "Template for an Inspection and Maintenance Plan for Dams" prepared by DEC. We will expand upon this format utilizing reporting forms we have developed in-house from a variety of guidance documents.

The work involved in the preparation of this plan will involve the following tasks:

- Files maintained by DEC will be reviewed. Copies will be made of any as-built (historical) drawings of the dam and of the inspection reports prepared by DEC.
- A site visit will be made to inspect the dam, document and photograph its existing condition, and measure the size and configuration of its spillway.
- A limited field survey will be performed to determine the spillway crest elevation, the type and size of culverts/bridges downstream of the dam, and the relative elevations of these structures and the roadways or driveways crossing over the same.
- Operation procedures for the dam will be reviewed and included on our inspection report form.

C.T. Male Associates

June 18, 2013
Mr. Craig Marti, P.E.
City Engineer
Page - 2 -

- A Safe Rate Drawdown Plan will be developed for the dam and will include the maximum recommended drawdown rate and methods for accomplishing the drawdown given the dam's location and facilities/services downstream.
- Spillway and Drain Rating Curves will be developed for inclusion in the appendices of the plan.
- The IMP will present:
 - Dam Identification Data
 - Dam Inspection, Maintenance, Operation & Safe Rate Drawdown requirements and reporting forms
 - Training procedures and frequency
 - Required notifications and procedures

Safety Inspections

The Safety Inspections of each dam will be made by a licensed professional engineer. In accordance with Dam Safety regulations, the Safety Inspections will include:

1. Reviews of all existing documentation on record with DEC and retained by your office, including historic drawings, photos, and other documents;
2. Visual inspection of each dam and all appurtenant structures, including embankments, spillways and outlet works;
3. Review of any instrumentation data present.

The Safety Inspection Reports will be signed and sealed by the Professional Engineer that performs the inspection. The reports will identify the observed deficiencies and provide recommended remedial actions and proposed schedule for bringing the dams into compliance with Dam Safety Regulations.

Engineering Assessment

The Engineering Assessment required for Washington Lake Dam will be comprised of the following four components:

1. Safety Inspection, including all the components described above.
2. Hydrologic & Hydraulic Assessment of the dam and its spillway/outlet works.
3. Stability Analysis of a dam's embankment and spillway sections. The dam's embankments will be analyzed in accordance with the requirements set forth in the DEC document "Guidelines for Design of Dams" and the U.S. Army Corps of Engineer's publication referenced therein.
4. Hazard Classification Assessment.

June 18, 2013
Mr. Craig Marti, P.E.
City Engineer
Page - 3 -

The Engineering Assessment Report will include a summary of the Safety Inspection, spillway capacity analysis, hazard classification assessment, results of the stability analyses, and assignment of a condition rating to the structure.

In order to determine the adequacy of the dam's outlet works to pass the spillway design flood (equal to one-half of the probable maximum flood), we will prepare a model of the dam's watershed utilizing aerial photographs, topographic and soil mapping in the computer program HEC-HMS. Based upon our initial review, the watershed tributary to Washington Lake appears to be complicated by the presence of Newburgh Dam (DEC ID No. 195-2525) located upstream near the southeast corner of Interstate 87 and Route 207. This dam appears to divert flows from Silver Stream to Washington Lake, although it is unknown how it functions under high flow events. As such, a topographic survey of Newburgh Dam will be required to assist in modeling of Washington Lake's watershed. Further upstream of Newburgh Dam is Brown's Pond, outflow from which is controlled by Silver Stream Reservoir Dam. This dam will be modeled based upon topographic mapping provided in the DEC Dam Safety database for classified dams and supplemented with measurements from a site assessment by the hydrologic engineer preparing the hydrologic model.

In order to assess the adequacy of Washington Lake Dam's spillway to pass the spillway design flood, a topographic survey of the dam and its spillway are also required. The field survey information will then be utilized to model the spillway during the design flood event using the computer program HEC-HMS. If the spillway is found to be incapable of passing this spillway design flood, several methods will be evaluated for increasing the spillway capacity; including, but not limited to, adding an auxiliary spillway or enlarging the existing spillway. The results of these analyses and recommended actions will be discussed in the Engineering Assessment Report.

In addition to the spillway capacity analysis, DEC requires that the flow capacity of the dam's low-level drain be analyzed. The low-level drain is required to evacuate 90 percent of the lake's normal impoundment within 14 days. An estimation of the lake's volume will be obtained by use of historic topographic maps as well as conservative assumptions. No bathymetric survey of the reservoir is needed as such estimates of the storage capacity of the behind dams have been accepted in the past by DEC.

Existing subsurface information was contained within those files retained by DEC for Washington Lake Dam. Three (3) test borings were performed at the dam in 1988, although no plan was provided which shows the locations at which the test borings were advanced. Attempts will be made to utilize this existing information to create a generalized profile for the dam's embankment and foundation soils. Soil strength parameters utilized in the stability analysis will be estimated based upon past experience. Should the analysis indicate that the embankment's slopes are unstable using the assumed soil strength parameters, recommendations will be provided in the Engineering Assessment Report for the performance of a subsurface investigation program to definitively determine the type of soils comprising the dam's embankment and to recover samples for laboratory testing.

C.T. Male Associates

June 18, 2013
Mr. Craig Marti, P.E.
City Engineer
Page - 4 -

Fee

The fees we propose for the work described above are presented in the following fee schedule.

Work Item	Work Item Description	Unit Cost	Quantity	Item Cost
FIELD INVESTIGATION				
<i>Silver Stream Dam</i>				
1	Visual Inspection by Professional Engineer	\$2,000.00	L.S.	\$2,000.00
2	Safety Inspection Report	\$4,200.00	L.S.	\$4,200.00
Subtotal Silver Stream Dam				\$6,200.00
<i>Washington Lake Dam</i>				
3	Visual Inspection by Professional Engineer	\$2,360.00	L.S.	\$2,360.00
4	Inspection & Maintenance Plan	\$2,500.00	L.S.	\$2,500.00
5	Safety Inspection Report	\$4,500.00	L.S.	\$4,500.00
6	Engineering Assessment	\$27,500.00	L.S.	\$27,500.00
Subtotal Washington Lake Dam				\$36,860.00
TOTAL FEE				\$43,060.00

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

Respectfully Submitted,

C.T. MALE ASSOCIATES



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

CONTRACT AGREEMENT

Project No.: _____

Agreement made this 19th day of June 2013, by and between C.T. MALE ASSOCIATES ENGINEERING, SURVEYING, ARCHITECTURE & LANDSCAPE ARCHITECTURE, P.C., a Professional Corporation registered in New York State and authorized to do business in the State of New York, (hereinafter called C.T. MALE); and CITY OF NEWBURGH (hereinafter called the CLIENT).

CLIENT and C.T. MALE agree as follows:

A. CLIENT and C. T. MALE, for the mutual consideration hereinafter set forth, agree as follows:

A.1 The CLIENT intends to have performed Safety Inspections of Silver Stream Dam and Washington Lake Dam performed and an Inspection & Maintenance Plan and Engineering Assessment prepared for Washington Lake Dam. Both dams are owned by the City of Newburgh.

A.2 Scope of Services – The services to be performed by C.T. MALE includes visual inspection of each dam and the conditions directly downstream, the preparation of Safety Inspection Reports for each dam, and the preparation of an Inspection & Maintenance Plan and Engineering Assessment for Washington Lake Dam. The work performed by C.T. Male will comply with the requirements set forth of Part 673 of Title 6 of the Official Compilation of Codes, Rules and Regulations of the State of New York.

A.3 Additional Services for Extra Work – C.T. MALE agrees to negotiate the magnitude and extent of any extra work with CLIENT prior to performing the extra work.

B. CLIENT agrees to pay C. T. MALE as compensation for services as follows:

B.1 CLIENT and C.T. MALE agree that payments under this contract shall be a lump sum of 43,060.00 as set forth in the fee schedule presented in our proposal dated June 18, 2013.

B.2 All fees and other charges will be billed monthly unless otherwise specified in this agreement or agreed to by both parties. Other expenses, including but not limited to, outside consultants, materials testing, bond premiums, title company charges, application fees, permits, shall be invoiced at cost plus a 10% service fee for handling and administration.

C. CLIENT shall furnish the following:

Access to each dam and any information regarding the dams that the City has on file.

D. This Agreement, as signed by the CLIENT and/or his/her representative, includes the following Standard Terms and Conditions incorporated herein by this reference.

E. The person signing this Agreement warrants he/she has authority to sign as, or on behalf of, the CLIENT. If such person does not have such authority, it is agreed that he/she will be personally liable for all breaches of this Agreement, and that in any action against them for breach of such warranty, a reasonable attorney's fee shall be included in any judgment rendered.

F. The City shall provide C T Male with all available records/information with respect to historical uses of the subject lands. C T Male shall develop any necessary health and safety plans for the protection of their staff.

C.T. MALE ASSOCIATES, P.C.

AGREED TO:

CITY OF NEWBURGH
83 Broadway
Newburgh, NY 12550
Phone: (845) 569-9400
Fax:

AGREED TO:

C.T. MALE ASSOCIATES, P.C.
50 Century Hill Drive
Latham, NY 12110
Phone: (518) 786-7400
Fax: (518) 786-7299

By: _____
(Authorized Signature/Date)

By: _____
Richard C. Wakeman, P.E. (Date)

Title: _____

Title: Vice President, Civil Engineering

C.T. MALE ASSOCIATES, P.C.

STANDARD TERMS AND CONDITIONS OF AGREEMENT

1. **EXTRA WORK:** Extra work shall include, but not be limited to, additional office or field work caused by policy or procedural changes or governmental agencies, changes in the project, and work necessitated by any of the causes described in Paragraph 5 hereof. All extra work to be authorized by CLIENT in writing prior to commencement by C.T. MALE.

2. **OWNERSHIP OF DOCUMENTS AND/OR ELECTRONIC MEDIA FILES:** Any and all reports, documents, charts, graphs, maps, designs, images, photographs, computer programs and software, artwork, creative works, compositions, and the rights to employ, publish, disseminate, amend or otherwise use same, and/or any other intellectual property to be provided by C.T. MALE to CITY under the terms of this Agreement shall become the property of the CITY, unless otherwise provided for by the parties. As such, CITY, in its sole discretion, shall have the right to use, copy, disseminate and otherwise employ or dispose of such material in any manner as it may decide with no duty of compensation or liability therefore to C.T. MALE or to third parties. C.T. MALE shall have the affirmative obligation to notify CITY in a timely fashion of any and all limitations, restrictions or proprietary rights to such intellectual property and/or materials which may be applicable which would have the effect of restricting or limiting the exercise of the CITY's rights regarding same. C.T. MALE agrees to defend, indemnify and hold harmless the CITY for failing to notify CITY of same.

3. **LIMITATIONS OF PROBABLE COST ESTIMATES:** Any estimate of the probable construction cost of the project or any part thereof is not to be construed, nor is it intended, as a guarantee of the total cost.

4. **APPROVAL OF WORK:** The work performed by C.T. MALE shall be deemed approved and accepted by CLIENT as and when invoiced unless CLIENT objects within 30 days of the invoice date by written notice specifically stating the details in which CLIENT believes such work is incomplete or defective.

5. **DELAY:** Any delay, default, or termination in or of the performance of any obligation of C.T. MALE under this Agreement caused directly or indirectly by strikes, accidents, acts of God, shortage or unavailability of labor, materials, power or transportation through normal commercial channels, failure of CLIENT or CLIENT's agents to furnish information or to approve or disapprove C.T. MALE's work promptly, late, slow or faulty performance by CLIENT, other contractors or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of C.T. MALE's work, or any other acts of the CLIENT or any other Federal, State, or local government agency, or any other cause beyond C.T. MALE's reasonable control, shall not be deemed a breach of this Agreement. The occurrence of any such event shall suspend the obligations of C.T. MALE as long as performance is delayed or prevented thereby, and the fees due hereunder shall be equitably adjusted.

6. **TERMINATION:** The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, C.T. MALE shall be paid for all services rendered to the date of termination, as well as for all reimbursable expenses and termination expenses. For purposes of this section, the failure of the CLIENT to pay C.T. MALE within thirty (30) days of receipt of an invoice shall be considered such a substantial failure. In the event of a substantial failure on the part of the CLIENT, C.T. MALE, in addition to the right to terminate set forth in this paragraph, may also elect to suspend work until the default in question has been cured. No delay or omission on the part of C.T. MALE in exercising any right or remedy hereunder shall constitute a waiver of any such right or remedy on any future occasion. Should the CLIENT fail to receive or be approved for grant funds necessary for this contract, said contract shall be terminated at no charge to the CLIENT when available funding is exhausted. In such instance the CLIENT will provide 30 days advance notification to C.T. MALE and pay C.T. MALE for all services rendered to the date of termination.

7. **INDEMNIFICATION:** C.T. MALE agrees to defend, indemnify and hold harmless the CITY, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of the SERVICES performed and/or goods supplied pursuant to this Agreement which the CITY or its officials, employees or agents, may suffer by reason of any negligence, error or omission of C.T. MALE, its employees, representatives, subcontractors, assignees, or agents.

8. **REPLACEMENT OF SURVEY STAKES:** C.T. MALE, if included in Paragraph A of the Agreement, will provide necessary construction stakes. In instances where it is determined that negligence on the part of the CLIENT or others results in the need for restaking, the cost of such restaking will be billed as an extra to the CLIENT on a time basis. It will be the CLIENT's responsibility to provide adequate protection of the stakes against his own negligence or the negligence of those working for or with him and against vandalism by others. If staking is ordered by the CLIENT or others prematurely and construction does not take place, it will also be the CLIENT's responsibility to protect said stakes until such time as construction takes place.

9. **MAPPING:** Areas obscured by dense vegetation or shadow will be labeled as "DENSE WOODS", "SHADOW", or "OBSCURED AREA". C.T. MALE cannot certify as to the accuracies within these areas. Field verification of such area(s) must be undertaken and is not included within the scope of this Agreement unless explicitly stated.

10. **OBSERVATION AND TESTING OF CONSTRUCTION, SAFETY:** The observation and testing of construction is not included herein unless specifically agreed upon in the Scope of Services as set forth in Paragraph A of this Agreement. It should be understood that the presence of C.T. MALE's field representative will be for the purpose of providing observation and field testing. Under no circumstances is it C.T. MALE's intent to directly control or supervise the physical activities of the contractor's workmen to accomplish the work on this project. The presence of C.T. MALE's field representative at the site is to provide the CLIENT with a continuing source of information based upon the field representative's observations of the contractor's work, but does not include any superintending, supervision, or direction of the actual work of the contractor or the contractor's workmen. The contractor should be informed that neither the presence of C.T. MALE's field representative nor observation and testing personnel shall excuse the contractor in any way for defects discovered in his work. It is understood that C.T. MALE will not be responsible for job or site safety on the project.

11. **RESTRICTIONS ON USE OF REPORTS:** It should be understood that any reports rendered under this Agreement will be prepared in accordance with the agreed Scope of Services and pertain only to the subject project and are prepared for the exclusive use of the CLIENT. Use of the reports and data contained therein for other purposes is at the CLIENT's sole risk and responsibility.

12. **RISK ALLOCATION:** The CLIENT agrees that C.T. MALE's liability for damages to the CLIENT for any cause whatsoever in connection with this project, and regardless of the form of action, whether in contract or in tort, including negligence, shall be limited to the greater of \$100,000.00 or C.T. MALE's total fee for services rendered on the project.

13. **CLIENT RESPONSIBILITIES:** Client shall be responsible for providing all reasonable assistance required by C.T. MALE in connection with Services, including, without limitation, any assistance specified in the Proposal. In particular, Client will provide the following:

Reasonable ingress to and egress from the Site by C.T. MALE and/or its subcontractors and their respective personnel and equipment.

Clean, secure, and unobstructed space and areas at the Site for C.T. MALE equipment and vehicles or those of C.T. MALE's subcontractors.

C.T. MALE ASSOCIATES, P.C.

Information in the possession of Client (including, without limitation, facility and/or Site schematics, engineering drawings and plot plans) detailing the construction of facilities located underground or above ground at the Site that pertain to the stated scope of work or are necessary to assist C.T. MALE in performing Services and/or to successfully carry out the project.

Prior to any boring, drilling, and/or excavation work being commenced by C.T. MALE, the specific location(s) of such work will be provided to Client. Prior to any boring, drilling, excavation or other intrusive subsurface activities on the Site, Client or Client's representative shall identify any private and public subsurface obstruction or utility that Client or its representative knows or believes to exist at the Site. C.T. MALE, at its discretion, may contact the local public utility locator and, if agreed by Client, a private utility locator to determine the existence and location of subsurface obstruction or utilities. Client or Client's representative will provide C.T. MALE with prior approval of each location where C.T. MALE will carry-out any intrusive activity on the Site. Client agrees that if C.T. MALE or its subcontractor causes damage to a subsurface obstruction or utility that was not properly identified by Client, or marked by the public utility locator or private utility locator, if any, the Client shall indemnify, defend and hold harmless C.T. MALE, its officers, directors, employees and independent contractors from and against any and all claims, costs, fines, or other liability arising out of, or in connection with any damage to any such subsurface obstruction or utilities, except to the extent such claims, costs, fines, or other liability are caused by C.T. MALE's negligence or willful misconduct.

14. CONTROLLING LAWS: This Agreement is to be governed by the laws of the State of New York.

15. INSURANCE: C.T. MALE shall procure and maintain throughout the period of this Agreement, at C.T. MALE's own cost, insurance for protection from claims under worker's compensation, temporary disability and other similar insurance required by applicable State and Federal laws. Certificates for all such policies of insurance shall be provided to the CLIENT upon written request. C.T. MALE shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance.

16. SUCCESSORS AND ASSIGNS: Neither CLIENT nor C.T. MALE shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law.

17. MEDIATION: CLIENT and C.T. MALE agree to make every effort to resolve all claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this agreement through mediation. The parties further agree that the CLIENT will require, as a condition for participation in the project and their agreement to perform labor or services, that all contractors, subcontractors, subcontractors and material-persons, whose portion of the work amounts to five thousand dollars (\$5,000) or more, and their insurers and sureties shall agree to this procedure.

18. EQUAL EMPLOYMENT OPPORTUNITY: C.T. MALE is committed to equal employment opportunity for all persons regardless of race, color, sex, age, national origin, marital status, handicap, or veteran's status. In striving to eliminate discrimination in the workplace, it is our policy to deal only with sub-contractors, vendors, suppliers, and other affiliates who recognize and support equal employment opportunity and comply with all applicable State and Federal Equal Employment Opportunity laws and regulations including the annual filing of Standard Form EEO-1.

19. NOTICES: All notices called for by this Contract shall be in writing and shall be deemed to have been sufficiently given or served when presented personally and when deposited in the mail, postage prepaid, certified and return receipt requested. If to the CLIENT: Craig Marti, P.E., City Engineer, Old Court House, 123 Grand Street, 2nd Floor, Newburgh, NY 12550. If to C.T. Male: David W. Roecker, P.E., C.T. MALE ASSOCIATES, P.C., 50 Century Hill Drive, Latham, NY 12110.

20. In the course of providing the SERVICES and/or goods hereunder, C.T. MALE may acquire knowledge or come into possession of confidential, sensitive or proprietary information belonging to CITY. C.T. MALE agrees that it will keep and maintain such information securely and confidentially, and not disclose such information to any third parties, including the media, nor use such information in any manner publicly or privately, without receiving the prior approval, in writing, of the CITY authorizing such use. C.T. MALE's obligations under this clause to maintain the confidentiality of such information and to refrain from using such information in any manner without the prior written approval of the CITY shall survive the termination or expiration of this Agreement.

RESOLUTION NO.: 144 - 2013

OF

JULY 15, 2013

A RESOLUTION AUTHORIZING THE AWARD OF A BID AND THE EXECUTION OF A CONTRACT WITH DN TANKS, INC. IN THE AMOUNT OF ONE MILLION NINE HUNDRED EIGHTY THREE THOUSAND SEVEN HUNDRED TWENTY (\$1,983,720.00) DOLLARS FOR THE MARNE AVENUE WATER STORAGE TANK REPLACEMENT PROJECT

WHEREAS, by Resolution No. 252 -2011 of December 12, 2011, the City of Newburgh through a competitive process in which proposals for professional engineering services were solicited, reviewed and evaluated, the City Council authorized the City Manager to execute a contract with Barton and Loguidice, P.C., for professional services in connection with the repair or replacement of the City of Newburgh Water Storage Tanks; and

WHEREAS, two (2) companies were prequalified and invited to submit bids in connection with the Marne Avenue Water Storage Tank Replacement Project; and

WHEREAS, bids have been duly received and opened and it is necessary and appropriate to enter into contracts with the lowest responsible bidder to retain such services; and

WHEREAS, funding for said project in the amount of One Million Nine Hundred Eighty Three Thousand Seven Hundred Twenty (\$1,983,720.00) Dollars and shall be derived from HF1.8340.0200.8300.0000; and

WHEREAS, this Council has determined that awarding the bid and entering into a contract with DN Tanks, Inc. 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 bid for the replacement of the Marne Avenue Water Storage Tank be and is hereby awarded to DN Tanks, Inc., and that the Interim City Manager be and he is hereby authorized to execute a contract to enter into a contract for such work in this amount; and

BE IT FURTHER RESOLVED, that the Interim City Manager be and he is hereby authorized to review and approve project change orders in the amount not to exceed 5% of the contract amount.

July 10, 2013

Mr. Craig M. Marti, P.E.
City Engineer
City of Newburgh
83 Broadway
Newburgh, NY 12550

Re: Recommendation for Award
Marne Avenue Water Storage Tank Replacement Project
City of Newburgh, Orange County, New York

File: 1352.002.001

Dear Mr. Marti:

Barton & Loguidice, P.C. (B&L) has reviewed the bids submitted for the referenced project and the certified bid tabulation is attached for your review. Two (2) bids were submitted for this project, DN Tanks, Inc. and Preload, Inc.

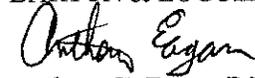
Based on our review of the bids submitted and qualifications of the low bidder for the referenced project, B&L recommends the City award the Contract to DN Tanks, Inc. in the amount of \$1,983,720.00. This includes the cost for Additive Bid Item 2, based on an assumed quantity of 50 CY included in Addendum #1. Refer to the attached certified bid tabulation sheet.

Note that DN Tanks bid price of \$1,554,500.00 for the 1.5 MG water storage tank and associated site work (bid item no.1) is lower than B&L's opinion of probable cost of \$1,666,000 provided in the Engineering Memo dated April 25, 2012. The additional \$425,741 in DN Tanks project cost (sum of bid items 2-11) is reflective of the additional work added by Addendum #1. We estimated this Addendum #1 work to be about \$500,000. It is our recommendation that the City award the Contract to DN Tanks, Inc. in the amount of \$1,983,720.00. It is also recommended that the City set aside this Contract amount plus an additional 5% to account for any change orders during construction.

Please call should you have any questions.

Very truly yours,

BARTON & LOGUIDICE, P. C.



Anthony T. Eagan, P.E.
Sr Project Engineer

Attachment
AMK/ojf

CITY OF NEWBURGH
 1352.002.001 MARINE AVENUE WATER STORAGE TANK REPLACEMENT
 BID OPENING - 2:00 PM, JULY 9, 2013
 BID TABULATION



Item No.	Description	Estimated Quantities	Unit	Engineer's Estimate		DN Tanks, Inc.		Preload, Inc.	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	1.5 MG Water Storage Tank and associated site work	1	LS	\$1,666,000.00	\$1,666,000.00	\$1,554,500.00	\$1,554,500.00	\$1,988,000.00	\$1,988,000.00
2 ^{a,b}	Remove and recompact loose soil in excess of 200 CY	50	CY	--	--	\$71.00	\$3,550.00	\$81.00	\$4,050.00
3 ^b	Work within Robinson Ave to Extent of Right-of-way	1	LS	--	--	\$103,530.00	\$103,530.00	\$118,800.00	\$118,800.00
4 ^b	14" Ductile Iron pipe and fittings	540	LF	--	--	\$249.00	\$134,460.00	\$285.00	\$153,900.00
5 ^b	Surface restoration 14" watermain (in pavement)	40	LF	--	--	\$118.00	\$4,720.00	\$135.00	\$5,400.00
6 ^b	Surface restoration 14" watermain (outside pavement)	360	LF	--	--	\$14.00	\$5,040.00	\$15.00	\$5,400.00
7 ^b	Sidewalk restoration	145	LF	--	--	\$49.00	\$7,105.00	\$56.00	\$8,120.00
8 ^b	8" ductile Iron pipe and fittings	260	LF	--	--	\$272.00	\$70,720.00	\$312.00	\$81,120.00
9 ^b	Surface restoration of 8" watermain (in pavement)	150	LF	--	--	\$48.00	\$7,200.00	\$54.00	\$8,100.00
10 ^b	Surface restoration of 8" watermain (outside pavement)	105	LF	--	--	\$23.00	\$2,415.00	\$26.00	\$2,730.00
11 ^b	Excavation - Rock	240	CY	--	--	\$377.00	\$90,480.00	\$432.00	\$103,680.00
TOTAL (ITEMS 1-11)					\$1,666,000.00		\$1,988,720.00 ^d		\$2,479,300.00 ^d
IRANIAN ENERGY SECTOR DIVESTMENT NON COLLUSION ATTACHED SURETY BID BOND							Yes Yes Yes 5%		Yes Yes Yes 5%

Table Notes:
 a. For comparison of bids, the cost of Additive Bid Item 2 was tabulated by multiplying the Contractors submitted unit price by an assumed quantity of 50 CY.
 b. Indicates work item added per Addendum #1
 c. Indicates discrepancy in Contractor's Bid price (due to mathematical error) as compared to correct Bid price per line item as shown in the Bid Tabulation above
 d. Total Contract amount based on Bid Items 1-11.

WE CERTIFY THAT THIS TABULATION IS A TRUE AND CORRECT COPY OF THE CANVASS OF BIDS.
 BARTON & LOGUIDICE, P.C.

BY:

RESOLUTION NO.: 145 - 2013

OF

JULY 15, 2013

RESOLUTION AMENDING RESOLUTION NO: 223-2012,
THE 2013 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK
TO TRANSFER \$30,000.00 FROM WATER FUND CONTINGENCY
TO WATER FUND REPAIRS/OTHER EQUIPMENT FOR EMERGENCY REPAIR TO
CHLORINE TANKS

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

	<u>Decrease</u>	<u>Increase</u>
F.1900.1990 Contingency	\$30,000	
F.8330.0443 Repairs/Other Equipment		\$30,000

RESOLUTION NO.: 146 -2013

OF

JULY 15, 2013

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER
TO EXECUTE AN ORDER ON CONSENT WITH THE
NEW YORK STATE DEPARTMENT OF LABOR TO RESOLVE VIOLATIONS
FOR PROPERTY LOCATED AT ONE LIBERTY STREET**

WHEREAS, the New York State Department of Labor ("NYS DOL") inspected property located at One Liberty Street in the City of Newburgh on May 7, 2010 and June 5, 2012 and found violations in connection with regulations issued under Article 50 of the NYS Labor Law; and

WHEREAS, the NYS DOL has offered to resolve the violations with the payment of a civil penalty not to exceed \$1,500.00 which is payable upon the signing of an Order on Consent; and

WHEREAS, this Council has determined that entering into an Order on Consent to resolve the violations is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City's attorneys are hereby authorized to resolve the violations against the City of Newburgh with the New York State Department of Labor for a civil penalty not to exceed \$1,500.00 and that Interim City Manager be and he hereby is authorized to execute documents, including an Order on Consent, as the City's attorney may require, to effectuate the settlement as herein described.

RESOLUTION NO.: 147 - 2013

OF

JULY 15, 2013

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO
A LICENSE AGREEMENT WITH THE YOUTH EMPOWERMENT CENTER FOR THE
FIRST FLOOR OF 104 SOUTH LANDER STREET FOR A TERM OF ONE YEAR**

WHEREAS, the Youth Empowerment Center (YEC) has expressed an interest in using the first floor of the building located at 104 South Lander Street to establish a location for providing youth programs and services; and

WHEREAS, allowing the YEC to use the first floor of the building located at 104 South Lander street will require a license agreement which the term of said license shall be one year and which may automatically renew for successive one year terms unless terminated as set forth in the license agreement, a copy of which is annexed hereto and made a part of this resolution; and

WHEREAS, this Council has reviewed such license agreement and finds that entering into the same would be in the best interests of the City of Newburgh and the community alike;

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 attached license agreement with the Youth Empowerment Center for the use of the first floor of 104 South Lander Street in substantially the same form and on the terms and conditions contained in the attached license agreement, including such other terms and conditions as may be deemed appropriate and necessary by the Interim City Manager and /or the Corporation Counsel in order to carry-out the subject transaction.

LICENSE AGREEMENT

This Agreement made this _____ day of _____ 2013, between the CITY OF NEWBURGH, a municipal corporation having its principal offices at City Hall, 83 Broadway, Newburgh, NY 12550 (hereinafter referred to as "LICENSOR" or "CITY) and YOUTH EMPOWERMENT CENTER, a corporation organized and existing under the laws of the State of New York, having its principal place of business at _____, Newburgh NY 12550 (herein referred to as "LICENSEE" or "YEC").

WITNESSETH:

WHEREAS, LICENSOR owns property located at 104 South Lander Street, Newburgh, New York, hereinafter referred to as the "PREMISES"; and

WHEREAS, LICENSEE desires the license or privilege of gaining access to the first floor of the Premises for the purpose of establishing a community center for youth programs and services; and

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

NOW THEREFORE, in pursuance of said agreement and in consideration of ONE AND NO/100 (\$1.00) DOLLAR paid by each of said parties to each other, receipt of which is hereby acknowledged and of the mutual covenant, agreements, conditions, and stipulations herein contained, it is mutually covenanted, stipulated and agreed by and between the parties hereto as follows:

1. PREMISES:

LICENSOR does hereby grant unto LICENSEE use and occupancy of the first floor of the Premises for the purpose of establishing a community center for youth programs and services according to the terms and conditions as hereinafter provided.

2. TERM:

The license granted hereunder shall be for a term of one (1) year, commencing upon the date this Agreement shall be properly executed by both parties, unless earlier terminated by either or both parties as provided herein.

3. CONSIDERATION:

The consideration shall be ONE AND NO/100 (1.00) DOLLAR payable by each party to the other upon execution of this License Agreement, and all such other covenants, promises and understandings provided herein.

4. LIABILITY/INSURANCE:

A. LICENSOR and LICENSEE each agree to be responsible for the negligent or wrongful acts or omissions of their respective employees arising under this agreement. The parties agree to cooperate in good faith to resolve any claims promptly and wherever appropriate without litigation.

B. LICENSOR and LICENSEE shall at all times during the term of this Agreement maintain and keep in force comprehensive general liability insurance. LICENSEE shall provide to LICENSOR a copy of the certificate of said general liability insurance. LICENSOR shall at all times during the term of this Agreement maintain and keep in force property and casualty insurance covering the Premises.

5. USE AND OCCUPANCY:

LICENSEE shall use and occupy the Premises in a careful, safe and proper manner, and shall not occupy or use said premises or permit the same to be occupied or used for any purpose or business which is unlawful and shall comply with all lawful requirements of all current laws, ordinances, rules and regulations of all governmental authorities pertaining to the use and occupancy of the Premises and according to the following conditions:

- a. Licensee's access to the Premises shall be Thursday, Friday and Saturday each week from 1:00 pm until 1:00 am.
- b. Licensee may provide youth programs on Thursday, Friday and Saturday each week from 3:00 pm to 12:00 am. However, no program for teenage youth may begin before 5:00 pm on Thursday and Friday.
- c. Licensee shall provide its own security.

LICENSOR shall notify LICENSEE when other organizations are scheduled for the approved use of the PREMISES.

With copies to:

Attn:

8. ENFORCEABILITY:

Should any provision of this Agreement be deemed unenforceable for any reason, the remainder of this Agreement shall continue in effect so long as the purpose of this Agreement is not nullified by the absence of such provision.

9. NON-ASSIGNMENT:

LICENSEE shall not have the right to assign this Agreement without prior written approval of LICENSOR.

10. INVALIDITY OF PROVISIONS:

If any term or provision of this Easement Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Easement Agreement, or the application of such term or provision to persons whose circumstances are other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

12. HEADINGS:

It is understood and agreed that the headings are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of this Agreement, or in any way affect this Agreement.

13. ENTIRE AGREEMENT:

This Agreement contains the entire agreement between the parties and any agreement hereafter made shall be ineffective to change, modify or discharge it in whole or part unless such agreement is in writing and signed by both parties.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have signed
this Agreement below.

(date)

CITY OF NEWBURGH, LICENSOR

By: _____
JAMES A. SLAUGHTER
Interim City Manager

(date)

YOUTH EMPOWERMENT CENTER,
LICENSEE

By: _____

RESOLUTION NO.: 148-2013

OF

JULY 15, 2013

A RESOLUTION APPROVING THE CONSENT JUDGMENT AND AUTHORIZING THE INTERIM CITY MANAGER TO SIGN SUCH CONSENT JUDGMENT IN CONNECTION WITH THE TAX CERTIORARI PROCEEDING AGAINST THE CITY OF NEWBURGH IN THE ORANGE COUNTY SUPREME COURT BEARING ORANGE COUNTY INDEX NO. 5795-2012, INVOLVING SECTION 36 BLOCK 2, LOT 11 (117 LIBERTY STREET, LLC)

WHEREAS, 117 Liberty Street, LLC has commenced a tax certiorari proceeding against the City of Newburgh in the Supreme Court of the State of New York, County of Orange for the 2012-2013 tax assessment year bearing Orange County Index No. 5795-2012; and

WHEREAS, it appears from the recommendation of the City Assessor, Joanne Majewski, and Richard B. Golden, Esq. of Burke, Miele & Golden, LLP, Special Counsel for the City of Newburgh in the aforesaid proceeding, upon a thorough investigation of the claims that further proceedings and litigation by the City would involve considerable expense with the attendant uncertainty of the outcome, and that settlement of the above matter as more fully set forth below is reasonable and in the best interests of the City; and

WHEREAS, 117 Liberty Street, LLC is willing to settle this proceeding without interest, costs or disbursements, in the following manner:

That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2012-2013 as tax map number 36-2-11 be reduced to a market value of \$ 101,680.

NOW, THEREFORE BE IT RESOLVED, that the proposed settlement as set forth and described above and the attached Consent Judgment is hereby accepted pursuant to the provisions of the General City Law and other related laws.

BE IT FURTHER RESOLVED, that James Slaughter, Interim City Manager of the City of Newburgh; Joanne Majewski, Assessor of the City of Newburgh; and Richard B. Golden, Esq. on behalf of Burke, Miele & Golden, LLP, as Special Counsel, be and they hereby are designated as the persons for the City who shall apply for such approval pursuant to the aforesaid laws.

SUPREME COURT – STATE OF NEW YORK
COUNTY OF ORANGE

-----X
In the Matter of the Application of
117 LIBERTY STREET, LLC,

Petitioner,

CONSENT JUDGMENT

- against -

THE ASSESSOR, THE BOARD OF ASSESSORS
AND THE BOARD OF ASSESSMENT REVIEW
OF THE CITY OF NEWBURGH AND THE
CITY OF NEWBURGH,

Index No. 2012-005795

Respondents.

For review of a Tax Assessment under Article 7
Of the Real Property Tax Law

-----X
PRESENT: HON. CATHERINE M. BARTLETT

UPON THE CONSENT attached hereto duly executed by the attorneys for all the parties and by all the parties, it is

ORDERED, that the real property of Petitioner described on the City of Newburgh tax rolls for the tax year 2012-2013, as follows:

Tax Map No. 36-2-11

be reduced in market value from \$127,100.00, to a market value of \$101,680.00, prior to the application of any real property tax exemptions, if any; and it is further,

ORDERED, that the Petitioner's real property taxes on said parcel above described for the 2012-2013 School, County and City taxes be adjusted accordingly and that any overpayment by Petitioner be refunded upon the entering of this Consent Judgment with the Orange County Clerk's Office; and it is further,

ORDERED, that the officer or officers having custody of the aforesaid City of Newburgh assessment rolls shall make or cause to be made upon the proper books and records and upon the assessment roll of said City the entries, changes and corrections necessary to conform such reduced market value; and it is further,

ORDERED, that there shall be audited, allowed and credited to the Petitioner by the City of Newburgh and/or the County Commissioner of Finance, as the case may be, the amount, if any, paid as City taxes and City Special District taxes against the original assessment in excess of what said taxes would have been if the market value had been determined as herein; and it is further,

ORDERED, that there shall be audited, allowed and credited to the Petitioner by the County of Orange, the amounts, if any, paid as County taxes and County Special District taxes against the original assessment in excess of what said taxes would have been if the market value had been determined as herein; and it is further,

ORDERED, that there shall be audited, allowed and credited to the Petitioner by the Newburgh City School District, the amount, if any, paid as School District taxes against the original assessment in excess of what said taxes would have been if the market value had been determined as herein; and it is further,

ORDERED, that there shall be no interest paid or credited in connection with this Consent Judgment; and it is further,

ORDERED, that these proceedings are settled without costs or disbursements to either party as against the other.

Signed: August __, 2013
Goshen, New York

ENTER:

HON. CATHERINE M. BARTLETT
SUPREME COURT JUSTICE

ON CONSENT:

HON. JAMES SLAUGHTER
Interim City Manager
Dated:

MICHELE RAMETTA, ESQ.
Attorney for the Petitioner
Dated:

HON. JOANNE MAJEWSKI
Assessor
Dated:

RICHARD B. GOLDEN, ESQ.
Burke, Miele & Golden, LLP
Attorney for Respondents
Dated:

RESOLUTION NO.: 149-2013

OF

JULY 15, 2013

A RESOLUTION APPROVING THE CONSENT JUDGMENT AND AUTHORIZING THE INTERIM CITY MANAGER TO SIGN SUCH CONSENT JUDGMENT IN CONNECTION WITH THE TAX CERTIORARI PROCEEDING AGAINST THE CITY OF NEWBURGH IN THE ORANGE COUNTY SUPREME COURT BEARING ORANGE COUNTY INDEX NO. 5794-2012, INVOLVING SECTION 24, BLOCK 1, LOT 17 (120 GRAND STREET, LLC)

WHEREAS, 120 Grand Street, LLC has commenced a tax certiorari proceeding against the City of Newburgh in the Supreme Court of the State of New York, County of Orange for the 2012-2013 tax assessment year bearing Orange County Index No. 5794-2012; and

WHEREAS, it appears from the recommendation of the City Assessor, Joanne Majewski, and Richard B. Golden, Esq. of Burke, Miele & Golden, LLP, Special Counsel for the City of Newburgh in the aforesaid proceeding, upon a thorough investigation of the claims that further proceedings and litigation by the City would involve considerable expense with the attendant uncertainty of the outcome, and that settlement of the above matter as more fully set forth below is reasonable and in the best interests of the City; and

WHEREAS, 120 Grand Street, LLC is willing to settle this proceeding without interest, costs or disbursements, in the following manner:

That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2012-2013 as tax map number 24-1-17 be reduced to a market value of \$ 48,960.00.

NOW, THEREFORE BE IT RESOLVED, that the proposed settlement as set forth and described above and the attached Consent Judgment is hereby accepted pursuant to the provisions of the General City Law and other related laws.

BE IT FURTHER RESOLVED, that James Slaughter, Interim City Manager of the City of Newburgh; Joanne Majewski, Assessor of the City of Newburgh; and Richard B. Golden, Esq. on behalf of Burke, Miele & Golden, LLP, as Special Counsel, be and they hereby are designated as the persons for the City who shall apply for such approval pursuant to the aforesaid laws.

SUPREME COURT – STATE OF NEW YORK
COUNTY OF ORANGE

-----X
In the Matter of the Application of
120 GRAND STREET, LLC,

Petitioner,

CONSENT JUDGMENT

- against -

THE ASSESSOR, THE BOARD OF ASSESSORS
AND THE BOARD OF ASSESSMENT REVIEW
OF THE CITY OF NEWBURGH AND THE
CITY OF NEWBURGH,

Index No. 2012-005794

Respondents.

For review of a Tax Assessment under Article 7
Of the Real Property Tax Law

-----X
PRESENT: HON. CATHERINE M. BARTLETT

UPON THE CONSENT attached hereto duly executed by the attorneys for all the parties and by all the parties, it is

ORDERED, that the real property of Petitioner described on the City of Newburgh tax rolls for the tax year 2012-2013, as follows:

Tax Map No. 24-1-17

be reduced in market value from \$61,200.00, to a market value of \$48,960.00, prior to the application of any real property tax exemptions, if any; and it is further,

ORDERED, that the Petitioner's real property taxes on said parcel above described for the 2012-2013 School, County and City taxes be adjusted accordingly and that any overpayment by Petitioner be refunded upon the entering of this Consent Judgment with the Orange County Clerk's Office; and it is further,

ORDERED, that the officer or officers having custody of the aforesaid City of Newburgh assessment rolls shall make or cause to be made upon the proper books and records and upon the assessment roll of said City the entries, changes and corrections necessary to conform such reduced market value; and it is further,

ORDERED, that there shall be audited, allowed and credited to the Petitioner by the City of Newburgh and/or the County Commissioner of Finance, as the case may be, the amount, if any, paid as City taxes and City Special District taxes against the original assessment in excess of what said taxes would have been if the market value had been determined as herein; and it is further,

ORDERED, that there shall be audited, allowed and credited to the Petitioner by the County of Orange, the amounts, if any, paid as County taxes and County Special District taxes against the original assessment in excess of what said taxes would have been if the market value had been determined as herein; and it is further,

ORDERED, that there shall be audited, allowed and credited to the Petitioner by the Newburgh City School District, the amount, if any, paid as School District taxes against the original assessment in excess of what said taxes would have been if the market value had been determined as herein; and it is further,

ORDERED, that there shall be no interest paid or credited in connection with this Consent Judgment; and it is further,

ORDERED, that these proceedings are settled without costs or disbursements to either party as against the other.

Signed: August __, 2013
Goshen, New York

ENTER:

HON. CATHERINE M. BARTLETT
SUPREME COURT JUSTICE

ON CONSENT:

HON. JAMES SLAUGHTER
Interim City Manager
Dated:

MICHELE RAMETTA, ESQ.
Attorney for the Petitioner
Dated:

HON. JOANNE MAJEWSKI
Assessor
Dated:

RICHARD B. GOLDEN, ESQ.
Burke, Miele & Golden, LLP
Attorney for Respondents
Dated:

RESOLUTION NO.: 150 - 2013

OF

JULY 15, 2013

A RESOLUTION TO AUTHORIZE THE RE-PURCHASE OF
REAL PROPERTY KNOWN AS 63 GROVE STREET
(SECTION 26, BLOCK 6, LOT 7.1)
AT PRIVATE SALE TO JON F. TURNQUIST

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

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

WHEREAS, Jon F. Turnquist, the former owner of 63 Grove Street, being more accurately described as Section 26, Block 6, Lot 7.1 on the official tax map of the City of Newburgh, has requested to re-purchase the property at private sale; and

WHEREAS, the City Council of the City of Newburgh has determined that it would be in the best interests of the City of Newburgh to allow the former owner to re-purchase this property, without the need for litigation and subject to any liens, encumbrances or mortgages of record that existed against this property at the time the City of Newburgh took title in the tax foreclosure proceeding, provided that all taxes, interest and penalties owed are paid expeditiously;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of 63 Grove Street, Section 26, Block 6, Lot 7.1, to Jon F. Turnquist be and hereby is confirmed and that the Interim City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of all past due tax liens, together with all interest and penalties accruing thereon, and all currently due taxes and charges are paid, in full, for a total amount of \$28,894.79, no later than July 31, 2013; and

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

RESOLUTION NO.: 151 - 2013

OF

JULY 15, 2013

A RESOLUTION TO AUTHORIZE A SETTLEMENT IN THE MATTER OF
KENNETH BRUNE AGAINST THE CITY OF NEWBURGH
IN THE AMOUNT OF FORTY-FIVE THOUSAND DOLLARS

WHEREAS, Kenneth Brune brought an action against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the settlement in the amount of Forty-five Thousand (\$45,000.00) Dollars in exchange for a release to resolve all claims among them; and

WHEREAS, this Council has determined it to be in the best interests of the City of Newburgh to settle the matter for the amount agreed to by the parties;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City's attorneys are hereby authorized to settle the claim of Kenneth Brune against the City of Newburgh in the total amount of Forty-five Thousand (\$45,000.00) Dollars and that the Interim City Manager be and he hereby is authorized to execute documents as the City's attorney may require, to effectuate the settlement as herein described.

RESOLUTION NO.: 152 -2013

OF

JULY 15, 2013

A RESOLUTION TO AUTHORIZE A SETTLEMENT IN THE MATTER OF
JOHN CESTARO AGAINST THE CITY OF NEWBURGH
IN THE AMOUNT OF THREE THOUSAND SIX HUNDRED DOLLARS

WHEREAS, John Cestaro brought a claim against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the settlement of the claim in the amount of Three Thousand Six Hundred (\$3,600.00) Dollars in exchange for a release to resolve all claims among them; and

WHEREAS, this Council has determined it to be in the best interests of the City of Newburgh to settle the matter for the amount agreed to by the parties;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City's attorney is hereby authorized to settle the claim of John Cestaro in the total amount of Three Thousand Six Hundred (\$3,600.00) Dollars, and that the Interim City Manager be and he hereby is authorized to execute documents as the City's attorney may require, to effectuate the settlement as herein described.

RESOLUTION NO.: 153 - 2013

OF

JULY 15, 2013

A RESOLUTION AUTHORIZING THE SETTLEMENT OF
LITIGATION REGARDING THE IN REM TAX FORECLOSURE
OF LIENS FOR THE YEAR 2011 RELATIVE TO
18 JAMISON PLACE (SECTION 3, BLOCK 3, LOT 1)

WHEREAS, The City of Newburgh commenced proceedings for the foreclosure of certain tax liens, such action being designated as Orange County Index Number 2012-001071; and

WHEREAS, Champion Mortgage has advised the City that they are prepared to settle such action; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to settle this matter;

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 withdraw the lien on the property located at 18 Jamison Place (Section 3, Block 3, Lot 1), in the City of Newburgh, from the List of Delinquent Taxes, provided that the sum of Eleven Thousand Ninety Five And 01/100 (\$11,095.01) Dollars representing all past due tax liens, together with all interest and penalties accruing thereon, together with all currently due taxes and charges, including but not limited to all open 2012-2013 school taxes, water charges and sewer charges, are all paid in full by certified or bank check on or before July 19, 2013.

RESOLUTION NO.: 154 - 2013

OF

JULY 15, 2013

RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO RETAIN THE SERVICES OF A QUALIFIED ENGINEERING FIRM AND CONTRACTOR TO INVESTIGATE AND EVALUATE THE STABILIZATION AND REPAIR OF THE COMBINED SEWER OVERFLOW OUTFALL NO. 12 TO PREVENT THE BYPASS DISCHARGE OF COMBINED SEWAGE FROM REGULATOR 10 INTO THE HUDSON RIVER

WHEREAS, during heavy rainfall, a defect in Combined Sewer Overflow (CSO) Outfall No. 12 is causing raw sewage from Regulator 10 to discharge via overland flow into the Hudson River in violation of the City's State Pollutant Discharge Elimination System (SPDES) permit; and

WHEREAS, the overland discharge of such raw sewage is a threat to the health and safety of the City's residents as well as an environmental threat to the Hudson River; and

WHEREAS, it is necessary for the City to engage the services of a professional engineering firm and a contractor to investigate, evaluate and identify the cause of the problem and to determine the scope of the stabilization and repair of the CSO;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh hereby declares that the raw sewage discharge during heavy rainfall creates an emergency condition under Section 103(4) of the New York State General Municipal Law; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, that the Interim City Manager is hereby authorized to retain the services of qualified engineering firm and a contractor to investigate and evaluate the immediate problems with the CSO Outfall No. 12 and to determine the necessary work to stabilize and repair the CSO Outfall No. 12.