



City of Newburgh Council Work Session
February 6, 2014

AGENDA

5:00 p.m. City Hall

1. Executive Session:
 - a. Proposed sale of City-owned property
 - b. Pending litigation
 - c. Matters pertaining to the employment of a particular individual

6:00 p.m. SUNY Orange, Kaplan Hall

2. Presentations:
 - a. Mid-Hudson Regional Sustainability Plan Implementation – David Church, OC Commissioner of Planning and Manna Jo Greene, Director Hudson River Sloop Clearwater
 - b. Sanitation Enforcement Program update – Jesse Morrill and Anthony White
 - c. Metropolitan Planning Organization (MPO)- Ian MacDougall
 - d. Fishing update – Jason Morris and Jeff Wynans
3. Discussion Items:
 - a. (Res. 23) Scheduling a public hearing to receive comment on the proposed local law to amend the Charter by replacing the Department of Human Services with the Department of Recreation.
 - b. Red Light Cameras
 - c. (Res. 31) Appointment of Richard Harper as Chair of the Conservation Advisory Council
4. Finance:
 - a. (Res. 24) Declaring public works equipment (spring shackle) as surplus equipment and donating same to the Coldenham Fire Department.

5. Grants/Contracts/Agreements:

- a. (Res. 25) Intermunicipal agreement with Orange County for the Stop DWI Enforcement Grant.
- b. (Res. 26) Authorization to apply for a \$20,000 grant from the New York State Office of Parks, Recreation & Historic Preservation Certified Local Grant Program to update the East End Historic District Inventory requiring a City match of \$5,800 to be provided through in-kind services.
- c. Security Services

6. Engineering:

- a. (Res. 27) Marne Avenue Water Tank Project: Authorizing a no-cost change order to extend the time to complete the project until May 31, 2014.
- b. (Res. 28) Authorizing a contract with Barton and Loguidice for engineering services costing \$19,900.00 to assist the City with an application to the New York State Environmental Facilities Corporation Storm Mitigation Loan Program for a grant and zero interest financing for the Liberty and Grand Street combined sanitary sewer improvements. If awarded, this grant could provide Project savings to the City of approximately \$300,000.
- c. (Res. 29) Authorizing the above mentioned application to the NYS EFC Storm Mitigation Loan Program for grant funding and zero interest loan financing for the Liberty and Grand Street combined sanitary sewer improvements.
- d. (Res. 30) Authorizing the third amendment to the contract with Malcolm Pirnie Arcadis to provide additional engineering services associated with the construction phase of the wastewater treatment plant solids handling systems project at a cost not to exceed \$12,500.00.
- e. Records relocation proposals

RESOLUTION NO.: 23 - 2014

OF

FEBRUARY 10, 2014

RESOLUTION SCHEDULING A PUBLIC HEARING FOR FEBRUARY 24, 2014 TO HEAR PUBLIC COMMENT CONCERNING A LOCAL LAW AMENDING SECTION C3.00 ENTITLED "MUNICIPAL OFFICERS ENUMERATED", RESCINDING ARTICLE XIII ENTITLED "THE DEPARTMENT OF HUMAN SERVICES" IN ITS ENTIRETY AND REPLACING SAID ARTICLE XIII TO PROVIDE FOR THE CREATION OF "THE DEPARTMENT OF RECREATION" WITHIN THE CHARTER OF THE CITY OF NEWBURGH

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning a local law entitled "A Local Law amending Section C3.00 entitled 'Municipal Officers Enumerated,' Rescinding Article XIII entitled 'Department of Human Services' in its entirety and replacing said Article XIII to provide for the creation of the 'Department of Recreation' within the Charter of the City of Newburgh" and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 24th day of February, 2014, in the 3rd Floor Council Chambers, City Hall, 83 Broadway, Newburgh, New York.

LOCAL LAW NO.: _____ - 2014

OF

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

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

SECTION 1 - TITLE

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

SECTION 2. PURPOSE AND INTENT

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

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

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

~~Strikethrough~~ denote deletions
Underlining denotes additions

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

SECTION 3. AMENDMENTS TO CITY CHARTER

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

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

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

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

Article XIII. Department of Recreation

§ C 13.00. Department established.

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

§ C 13.01. Recreation Director.

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

§ C 13.02. Department scope, powers and duties.

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

~~Strikethrough~~ denote deletions
Underlining denotes additions

§ C 13.03. Youth Bureau.

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

SECTION 4. VALIDITY

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

SECTION 5 - EFFECTIVE DATE

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

DRAFT

RESOLUTION NO.: 24-2014

OF

FEBRUARY 10, 2014

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

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

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

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

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

RESOLUTION NO.: 25 - 2014

OF

FEBRUARY 10, 2014

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

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

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

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

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

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

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

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

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



INTER-MUNICIPAL AGREEMENT

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

ARTICLE 1. SCOPE OF AGREEMENT

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

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

ARTICLE 2. TERM OF AGREEMENT

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

ARTICLE 3. PROCUREMENT OF AGREEMENT

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

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

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

ARTICLE 4. CONFLICT OF INTEREST

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

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

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

ARTICLE 5. ASSIGNMENT AND SUBCONTRACTING

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

ARTICLE 6. BOOKS AND RECORDS

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

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

ARTICLE 7. RETENTION OF RECORDS

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

ARTICLE 8. AUDIT BY THE COUNTY AND OTHERS

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

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

ARTICLE 9. INDEMNIFICATION

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

ARTICLE 10. TERMINATION

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

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

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

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

ARTICLE 11. GENERAL RELEASE

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

ARTICLE 12. SET-OFF RIGHTS

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

ARTICLE 13. GOVERNING LAW

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

ARTICLE 14. ENTIRE AGREEMENT

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

ARTICLE 15. MODIFICATION

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

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

COUNTY OF ORANGE

MUNICIPALITY

By: _____
Steven M. Neuhaus
County Executive

By: _____
Name:
Title:

DATE: _____

DATE: _____

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

ENFORCEMENT CAMPAIGNS/AGREEMENT TO PARTICIPATE.

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

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

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

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

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

DATA SUBMITTAL.

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

AWARD OF FUNDS.

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

FIRST ENFORCEMENT PERIOD AWARD.

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

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

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

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

**STOP
DWI**

NYS STOP-DWI Foundation

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

Crackdowns Project:

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

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

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

DRE Call OUTS:

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

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

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

SCHEDULE A-2
STOP DWI CRACKDOWN ENFRORCEMENT GRANT

STOP DWI CRACKDOWN ENFRORCEMENT GRANT

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

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

Super Bowl Weekend: January 31-February 3, 2014

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

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

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

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

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

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

DATA SUBMITTAL.

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

AWARD OF FUNDS.

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

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

Orange County STOP-DWI Program

Completion Packet

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

Do not return this packet with the signed contract.

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

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

Orange County STOP-DWI Enforcement Patrol

Police Department: _____

Patrol Period: _____

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

SUMMARY SHEET

Number of Patrol Sheets Attached: _____

Total Hours: _____

No. of Stops: _____

1192 Arrests: _____

1192 Tickets: _____

511-2 & 511-3 Arrests: _____

Zero Tolerance Detentions: _____

Other Tickets: _____

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

1192 Tickets: _____

511-2 & 511-3 Tickets: _____

Zero Tolerance Detentions: _____

Other Tickets: _____

Chief's Signature: _____

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

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

RESOLUTION NO.: 26 - 2014

OF

FEBRUARY 10, 2014

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

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

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

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

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

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

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

RESOLUTION NO.: 27 - 2014

OF

FEBRUARY 10, 2014

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and he hereby is authorized to execute a no-cost change order to the construction contract for the replacement of the Marne Avenue Water Storage Tank be and that the final completion time for the construction contract with DN Tanks Inc. is extended to May 31, 2014.

January 3, 2014

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

Reference: Marne Ave Water Storage Tank
Time Extension Request

Mr. Eagan,

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

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

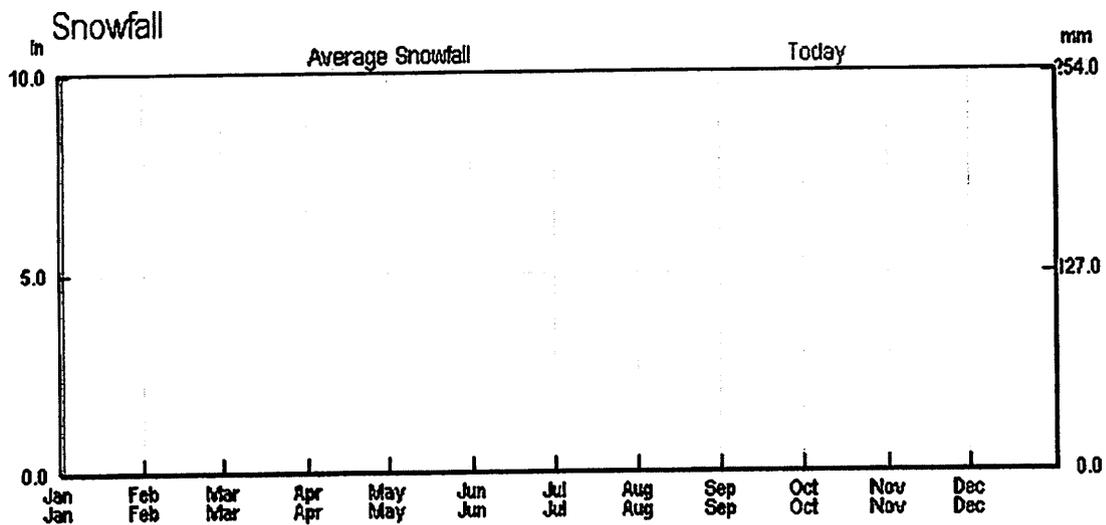
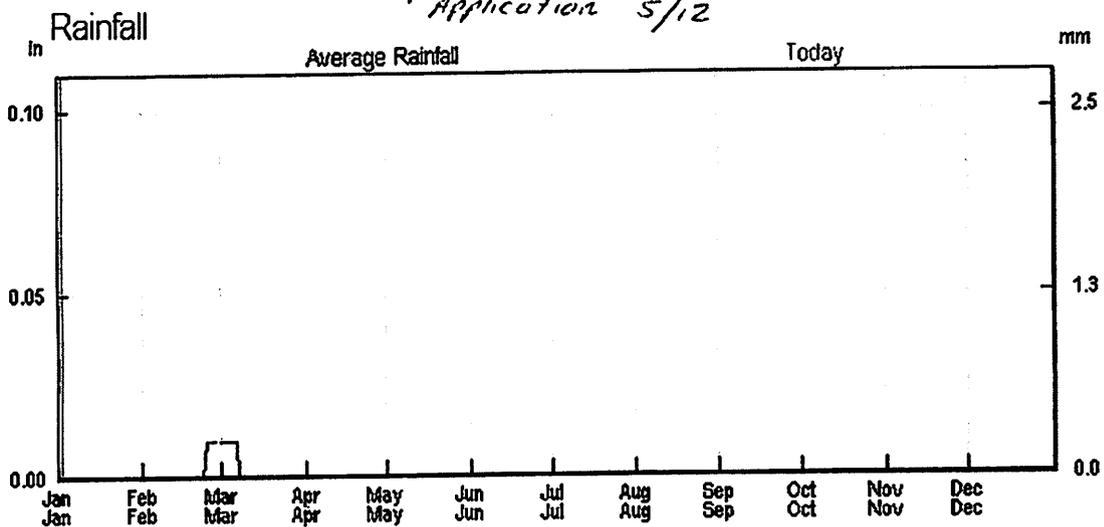
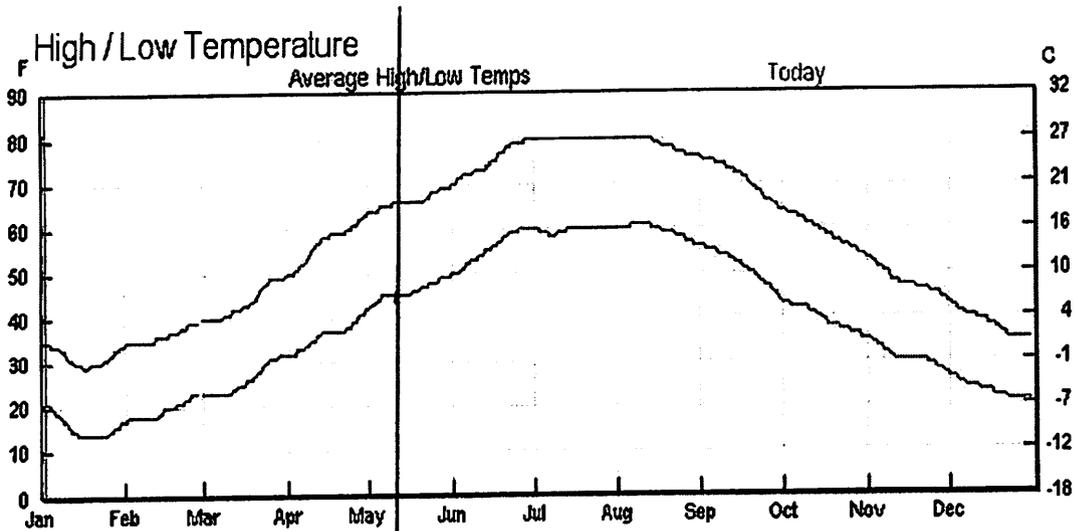
Please consider this request for a time extension. DN Tanks expects the project to be completed no later than May 31, 2014 based on the seasonal weather averages, see attached.

Regards,



Michael Dufresne
Project Manager

Attachments:
1. Newburgh, NY -- Weather Averages





DEPARTMENT OF HEALTH

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

124 Main Street
Goshen, New York 10924-2199

Steven M. Neuhaus
County Executive

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

January 21, 2014

City of Newburgh
83 Broadway
Newburgh, NY 12550

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

Dear Mayor:

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

A copy of our Approval of Completed Works is attached.

Very truly yours,

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

ELS/ajc

cc: BPWS: Albany
Engineer ✓
File

Approval of Completed Works For Public Water Supply Improvement

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

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

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

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

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

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

ISSUED FOR THE STATE COMMISSIONER OF HEALTH

Edwin L. Sims, P.E.
Designated Representative

AB

Mo Day Yr

1 / 21 / 2014
Date

Please print

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

RESOLUTION NO.: 28 - 2014

OF

FEBRUARY 10, 2014

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and he is hereby authorized to execute an agreement for professional engineering services with Barton & Loguidice, P.C. for the scope of work outlined in

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

Celebrating over 50 years of service

January 16, 2014

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

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

File: P702.2250

Dear Mr. Morris:

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

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

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

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

Scope of Services:

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

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

The experience to **listen.**
solve.



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



Fee for Professional Services:

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

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

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

Very truly yours,

BARTON & LOGUIDICE, D.P.C.

Donald H. Fletcher
Vice President

ATE/ojf

AUTHORIZATION

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

Recommended By:

Jason Morris, City Engineer

Approved as to Finances By:

John Aber, City Comptroller

Approved as to Form By:

Michelle Kelson, Corporation Counsel

Approved By:

James Slaughter, Interim City Manager



RESOLUTION NO.: 29 - 2014

OF

FEBRUARY 10, 2014

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

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

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

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

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

WHEREAS, this Council has determined that applying for and accepting the grant and loan funding if awarded is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and he is hereby authorized to apply for and accept if awarded a grant and zero interest loan financing from the New York State Environmental Facilities Corporation Storm Mitigation Loan Program in an estimated Project cost of \$1,150,800.00, and upon the award of such funding to enter into and execute a documents and contracts with the New York State Environmental Facilities Corporation for said purposes and further, to carry out and comply with the terms of such project agreement(s).

RESOLUTION NO.: 30 - 2014

OF

FEBRUARY 10, 2014

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and he is hereby authorized to execute Amendment No. 3 to the contract with Malcolm Pirnie-Arcadis for Construction Phase Services in connection with the Waste Water Treatment Plant Water Pollution Control Plan Solids Handling Systems Project at an additional cost not to exceed Twelve Thousand Five Hundred Dollars.



ARCADIS

The Water Division of ARCADIS

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

Malcolm Pirnie, Inc.
855 Route 148
Suite 210
Clifton Park
New York 12085
Tel 518 250 7300
Fax 518 250 7301
www.arcadis-us.com

Subject:

Proposal for Additional Engineering Services
WPCP Improvements Project

Water

Date:

January 31, 2014

Dear Mr. Morris:

Contact:

Robert Ostapczuk

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

Phone:

518.250.7300

Email:

robert.ostapczuk@arcadis-us.com

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

Our ref:

04881003.0000

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

Imagine the result

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



Mr. Jason Morris
January 31, 2014

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

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

Sincerely,

Malcolm Pirnie, Inc.

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

Enclosure

Copies:

D. Loewenstein - ARCADIS

Enclosure

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

AMENDMENT No. 3

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

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

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

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

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

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

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

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

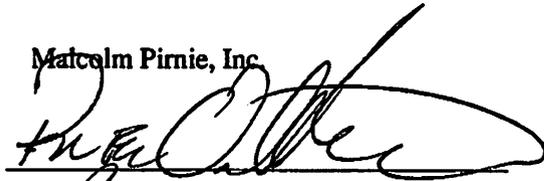
_____, 20____.

City of Newburgh

By _____

Title _____

Malcolm Pirnie, Inc

By  _____

Title Principal _____