



City of Newburgh Council Work Session
*Sesión de trabajo del Concejal de la
Ciudad de Newburgh*
November 20, 2014

6:00 p.m.
AGENDA

1. Presentations

Presentaciones:

- a. A presentation by a Not-for-Profit RUPCO, The Newburgh Community Land Bank, and Safe Harbors of the Hudson regarding the proposal for the City Council to support the 2014 United Funding Application of RUPCO.

Una presentación por Rupco, el Newburgh Community Land Bank y Safe Harbors del Hudson con referencia a la propuesta del Concejal para apoyar la Aplicación de Fondos Unidos de Rupco.

2. Economic and Community Development/Real Estate:

Desarrollo económico y comunitario/bienes raíces:

a. Resolution No. 284-2014

A resolution of the City Council of the City of Newburgh, New York supporting the 2014 United Funding Application of RUPCO to New York State Office of Homes and Community Renewal Division of Housing and Community Renewal and to United States Department of the interior and to New York State Office of Parks, Recreation and Historic Preservation.

Una resolución del Concejal de la Ciudad de Newburgh, New York apoyando la Aplicación de Fondos Unidos de Rupco que ha sido sometida a la Oficina de Viviendas y División de Renovación a la Comunidad Estado de Nueva York y al Departamento del Interior de los Estados Unidos y la Oficina de Parques del Estado de Nueva York, Recreación y Preservación Histórica.

b. Resolution No. 285-2014

A resolution authorizing the City Manager to accept donations in support of the Skateboard Park Project at Delano Hitch Recreation Park.

Una resolución autorizando al Gerente de la Ciudad a aceptar donaciones para mantener el Proyecto de Parque de Patineta que se lleva a cabo en Parque de Recreación Delano Hitch

3. Engineering / Ingeniería:

a. Resolution No. 286-2014

A resolution to authorize the award of a bid and the execution of a contract with Enterprise Network Resolutions Contracting, LLC in connection with site cover installation at the Former Provan Ford Site located at 210 Mill Street with a bid in the amount of \$148,962.50.

Una resolución que autorice la otorgación de una oferta y la ejecución de un contrato con Enterprise Network Resolutions Contracting, LLC en conexión con la instalación de la protección para el área en el lugar que pertenecía a Provan Ford en el 210 de la calle Mill, con la oferta en la cantidad de \$148,962.50.

b. Resolution No. 287-2014

A resolution authorizing the City Manager to enter into a contract with C.T. Male Associates to provide design and construction inspection services for the water, wastewater and storm water upgrades funded by a USEDA grant to facilitate the future development of the 5 Scobie Drive and City of Newburgh DPW parcels.

A resolución autorizando al Gerente de la Ciudad a entrar en contrato con C.T. Male Associates para proveer servicios de inspección de diseño y construcción del agua, agua residual, reemplazos de aguas pluviales, financiadas por una beca de USEDA para facilitar futuro desarrollo de 5 Scobie Drive Y el territorio que pertenece al departamento de DPW de la Ciudad de Newburgh.

c. Resolution No. 288-2014

A resolution authorizing the award of a bid And the execution of a contract with Ray S. Pantel, Inc. in connection with the installation of a traffic signal for the intersection of Colden Street/Fourth Street and Rev. Dr. Martin Luther King Jr. Boulevard in the City of Newburgh at a cost of \$298,500.00.

Una resolución autorizando la otorgación de una propuesta y la ejecución de un contrato con Ray S. Pantel, Inc. en conexión con la instalación de señales de tráfico para la intersección de la calle Colden/ calle Fourth y Rev. Dr. Martin Luther King Jr. Boulevard en la ciudad de Newburgh al costo de \$298,500.00

d. Resolution No. 289-2014

A resolution authorizing the City Manager to accept a proposal and execute an extra work authorization with Clough Harbor Associates in connection with the installation of a traffic signal for the intersection of Colden Street/Fourth Street and Rev. Dr. Martin Luther King Jr. Boulevard in the City of Newburgh at a cost of \$32,000.00.

Una resolución autorizando al Gerente de la Ciudad a aceptar y llevar a cabo una propuesta de trabajo adicional con Clough Harbor Associates en conexión con la instalación de señales de tráfico para la intersección de la calle Colden/ calle Fourth y Rev. Dr. Martin Luther King Jr. Boulevard en la ciudad de Newburgh al costo de \$32,000.00

e. Resolution No. 290-2014

A resolution authorizing the City Manager to execute a contract with Barton and Loguidice, P.C. for professional engineering services in an amount not to exceed \$256,600.00 for the design and construction inspection services of new sewer and stormsewers for Liberty, Grand, Clinton and Montgomery Streets under the Liberty Street and Grand Street Combined Sanitary Sewer Improvements Project.

f. Resolution No. 291-2014

Bond Resolution of the City of Newburgh, New York, adopted November 24, 2014, authorizing the Liberty and Grand Street Sewer Improvements Project in the City, stating the estimated total cost thereof is \$2,500,000, appropriating said amount therefor, and authorizing the issuance of not to exceed \$2,500,000 bonds of said City to finance said appropriation.

4. Grants/Contracts and Agreements / Becas / Contratos y Convenios

a. Resolution No. 292-2014

A resolution authorizing the extension of time to close title on the property located at 288 Grand Street (section 10, block 2, lot 26) sold at private sale to Gregory Nato.

Una resolución autorizando una extensión para completar la escritura en la propiedad localizada en el 288 de la calle Grand (sección 10, bloque 2, lote 2) vendida en venta privada a Gregory Nato.

b. Resolution No. 293-2014

A resolution of the City Council of the City of Newburgh, New York supporting the filing of a grant application with the U.S. Department of Housing and Urban Development for the second round of Promise Zones designation.

Una resolución del Concejal de la Ciudad de Newburgh, Nueva York apoyando la catalogación de la aplicación de una beca con el Departamento de Vivienda de Estado Unidos y Desarrollo Urbano para la segunda tanda de Designaciones de Zonas Prometidas

c. Resolution No. 294-2014

A resolution to accept grant funds awarded to the Town of Woodbury under the FY2014 Tactical Team Grant Program and to enter into an inter-municipal agreement with The Town of Woodbury, the Town of Newburgh and the City of Newburgh for a regional partnership for police tactical team cooperation.

Una resolución para aceptar fondos de becas otorgados a la municipalidad de Woodbury bajo FY2014 Programa de Becas del Equipo Estratégica y para entrar en un arreglo intermunicipal con la municipalidad de Woodbury, de Newburgh y la Ciudad de Newburgh para una cooperativa regional para la cooperación del equipo táctico policiaco.

d. Resolution No. 295-2014

A resolution authorizing the City Manager to accept a grant and enter into a contract with the New York State Division of Criminal Justice Services in connection with the 2014 Byrne Memorial Justice Assistance Grant Program.

Una resolución autorizando al Gerente de la Ciudad a aceptar un beca y entrar en contrato con la División del estado de Nueva York de Servicios Criminales Judiciales en conexión con el Programa de Beca de Asistencial Judicial Byrne Memorial del 2014

e. Resolution No. 296-2014

Resolution scheduling a public hearing for December 15, 2014 to hear public comment concerning a Local Law adding Chapter 276 entitled "Tobacco" to the code of ordinances of the City of Newburgh.

Resolución planificando una audiencia pública para Diciembre 15,2014, para escuchar comentario público referente a la Ley Local añadiendo Capitulo 276 titulado "Tabaco" para el código de decreto de la Ciudad de Newburgh.

5. Discussion / Discusión:

a. Discussion on the sale of City owned properties by Deirdre Glenn, Interim City Planner.

Discusión acerca de la venta de propiedades de la Ciudad por Deirdre Glenn, Planificadora Interina de la Ciudad.

Work Session Discussion Items
November 20, 2014

- b. Discussion on Workforce Agreement proposed by Laborers' Local 17
Discusión sobre un acuerdo de Mano de Obra por los trabajadores local 17

- c. Discussion on Conservation Advisory Council Appointments.
Discusión de Nombramientos del Consejo Consultivo de Conservación

RESOLUTION NO.: 284 - 2014

OF

NOVEMBER 24, 2014

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH, NEW YORK
SUPPORTING THE 2014 UNITED FUNDING APPLICATION OF RUPCO
TO NEW YORK STATE OFFICE OF HOMES AND COMMUNITY RENEWAL
DIVISION OF HOUSING AND COMMUNITY RENEWAL AND TO
UNITED STATES DEPARTMENT OF THE INTERIOR AND TO NEW YORK STATE
OFFICE OF PARKS, RECREATION AND HISTORIC PRESERVATION**

WHEREAS, The Newburgh Community Land Bank in collaboration with community stakeholders, developers and other governmental agencies has undertaken an aggressive Neighborhood Revitalization Plan (NRP) to plan for the redevelopment of distressed properties so that they may be returned to productive use to improve the quality of life in Newburgh, NY; and

WHEREAS, RUPCO is the region's leading not-for-profit provider of and advocate for quality, affordable housing and community development programs aimed to provide opportunity and revitalize communities creating and maintaining quality, sustainable housing and rental opportunities, inspiring understanding and acceptance of affordable housing initiatives, fostering community development and revitalization, and providing opportunity to people to improve their living standards. RUPCO is a proficient developer of real estate for affordable housing and has responsibly worked to preserve and restore historic properties; and

WHEREAS, Safe Harbors of the Hudson is dedicated to transforming lives and building communities through housing and the arts in the City of Newburgh and has demonstrated a commitment and expertise in property management at The Cornerstone Residence, a supportive housing project established in 2002 inside the former Hotel Newburgh; and

WHEREAS, The Newburgh Community Land Bank, RUPCO, and Safe Harbors of the Hudson have established a framework to collaborate on the rehabilitation of vacant, distressed residential properties to create between 40 - 60 units of quality, affordable family housing in the neighborhood bordered by First Street, Broadway, Chambers Street and Dubois Street ("The Project"); and

WHEREAS, The Project will require an application to the Low Income Housing Tax Credit Program, the purpose of which is to provide needed reinvestment funds for the preservation and/or the creation of high quality affordable housing throughout the State of New York; and

WHEREAS, The Historic Tax credit programs support the preservation efforts of the Land Bank and RUPCO in the established historic district of the City of Newburgh and stabilizing housing in these distressed neighborhoods will eliminate neighborhood blight and have a positive impact on job creation, public safety, health and the economy in the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, that the City of Newburgh fully supports the 2014 United Funding Application of RUPCO to New York State Office of Homes and Community Renewal, Division of Housing and Community Renewal to secure state and federal Low Income Housing Tax Credit funding and the Part 1 and 2 Applications to the United States Department of the Interior and to the NYS Office of Parks, Recreation and Historic Preservation for federal and state Historic Tax Credit funding.

RESOLUTION NO.: 285 - 2014

OF

NOVEMBER 24, 2014

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT DONATIONS IN SUPPORT OF THE
SKATEBOARD PARK PROJECT AT DELANO HITCH RECREATION PARK**

WHEREAS, the City Council, by Resolution No.: 42-2014 of February 24, 2014, expressed support of the construction of a Skateboard Park ("Project") at Delano Hitch Recreation Park; and

WHEREAS, various businesses, firms and individuals have made and are willing to make contributions of money and in-kind assistance to support this Project; and

WHEREAS, this Council deems it to be in the best interests of the City of Newburgh, its residents and youth alike, to accept such donations;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept said donations with the appreciation and thanks of the City of Newburgh on behalf of its children, families and citizens, for their support and sponsorship of the Skateboard Park Project at Delano Hitch Recreation Park.

RESOLUTION NO.: 286 - 2014

OF

NOVEMBER 24, 2014

**A RESOLUTION TO AUTHORIZE THE AWARD OF A BID
AND THE EXECUTION OF A CONTRACT
WITH ENTERPRISE NETWORK RESOLUTIONS CONTRACTING, LLC
IN CONNECTION WITH SITE COVER INSTALLATION AT THE FORMER
PROVAN FORD SITE LOCATED AT 210 MILL STREET
WITH A BID IN THE AMOUNT OF \$148,962.50**

WHEREAS, the City of Newburgh has duly advertised for bids for the site cover installation at the former Provan Ford Site at City owned property located at 210 Mill Street; and

WHEREAS, bids have been duly received and opened and Enterprise Network Resolutions Contracting, LLC is the low bidder; and

WHEREAS, funding for such project shall be derived from the budget line H1.1440.0215.5400.2010; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for the site cover installation at the Former Provan Ford Site located at 210 Mill Street be and is hereby awarded to Enterprise Network Resolutions Contracting, LLC for the bid amount (plus 10% contingency) of \$148,962.50; and

BE IT FURTHER RESOLVED, that the City Manager be and he is hereby authorized to enter into a contract, including terms and conditions as may be required by the Corporation Counsel and City Engineer, for such work in this amount.

RESOLUTION NO.: 287 - 2014

OF

NOVEMBER 24, 2014

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO A CONTRACT WITH C.T. MALE ASSOCIATES
TO PROVIDE DESIGN AND CONSTRUCTION INSPECTION SERVICES
FOR THE WATER, WASTEWATER AND STORMWATER UPGRADES
FUNDED BY A USED A GRANT TO FACILITATE THE FUTURE DEVELOPMENT OF
THE 5 SCOBIE DRIVE AND CITY OF NEWBURGH DPW PARCELS**

WHEREAS, the City of Newburgh has been awarded a USED A grant in the amount of \$4.1 million with a 30% match, to provide for the design and construction of water, wastewater and stormwater upgrades to facilitate future development of the 5 Scobie Drive and the City owned DPW parcels; and

WHEREAS, C.T. Male Associates has assisted the City of Newburgh in the preparation and submittal of the previously awarded USED A grant application; and

WHEREAS, C.T. Male Associates has been retained by the developer of the 5 Scobie Drive Parcel to prepare the site plan of the future development, which is inclusive of the environmental remediation, water, wastewater and stormwater upgrades for the site; and

WHEREAS, it is in the best interest of the City of Newburgh to retain the design and construction inspection services of C.T. Male Associates for the City's infrastructure upgrades due to their extensive institutional knowledge and familiarity with the site conditions; and

WHEREAS, the City Council has reviewed the annexed contract and has determined that such work would be in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute a contract with C.T. Male Associates to provide design and construction inspection services for the water, wastewater and stormwater upgrades funded by a USED A Grant to facilitate the future development of the 5 Scobie Drive and City of Newburgh DPW parcels.

C.T. MALE ASSOCIATES

CONTRACT AGREEMENT

Project No.: _____

Agreement made this 5th day of November, 2014, by and between C.T. MALE ASSOCIATES ENGINEERING, SURVEYING, ARCHITECTURE & LANDSCAPE ARCHITECTURE, D.P.C., a Design Professional Corporation registered in New York State and authorized to do business in the State of New York, (hereinafter called C.T. MALE ASSOCIATES); and CITY OF NEWBURGH (hereinafter called the CLIENT).

CLIENT and C.T. MALE ASSOCIATES agree as follows:

A. CLIENT and C. T. MALE ASSOCIATES, for the mutual consideration hereinafter set forth, agree as follows:
C.T. Male Associates will provide design and construction services for water, sewer and stormwater in support of a USEDA grant for the property located at Scobie Drive in Newburgh, New York as per our proposal dated November 5, 2014.

B. CLIENT agrees to pay C. T. MALE ASSOCIATES as compensation for services as follows:
Lump sum fees as follows, per our proposal dated November 5, 2014.

| | | |
|----|---|---------------------|
| 1. | Water & Sewer Engineering Report | \$ 5,000.00 |
| 2. | SWPPP | \$10,000.00 |
| 3. | Design and Contract Documents | |
| a. | Water Design Services | \$ 8,000.00 |
| b. | Sewer Design Services | \$ 8,000.00 |
| c. | Pump Station Replacement | \$15,000.00 |
| d. | Pump Station Electrical Services & Generator Design | \$10,000.00 |
| e. | Force Main Evaluation/Design | \$ 4,000.00 |
| f. | Site Storm Water Design & Construction Documents | \$20,000.00 |
| 4. | Bid Phase Services | \$25,000.00 |
| 5. | Construction Administration Services | \$55,000.00 |
| | TOTAL LUMP SUM FEE | \$160,000.00 |

Construction Observation Services – Estimated Fee \$150,000.00

TOTAL PROPOSED FEE \$310,000.00

C. CLIENT shall furnish the following:

Access to site.
All grant related material

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. CLIENT shall provide C.T. MALE ASSOCIATES personnel with any information regarding potential hazards or whether personal protective measures are required when working on project site(s) associated with this contract and that C.T. MALE ASSOCIATES personnel be afforded the opportunity to review any health and safety plan available for site(s) that they will be working on.

AGREED TO:

CITY OF NEWBURGH

83 Broadway
Newburgh, NY 12550
Phone: (845) 569-9400
Fax: (845) 569-9700

By:

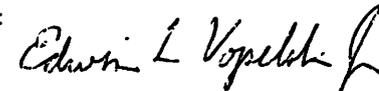
(Authorized Signature/Date)

AGREED TO:

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

50 Century Hill Drive
Latham, NY 12110
Phone: (518) 786-7400
Fax: (518) 786-7299

By:



11/6/14

(Date)

Title: _____

Title: Vice President of Technical Services

C.T. MALE ASSOCIATES

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 ASSOCIATES.

2. **OWNERSHIP OF DOCUMENTS AND/OR ELECTRONIC MEDIA FILES:** All tracings, specifications, computations, survey notes and media files and other original documents as instruments of service are and shall remain the property of C.T. MALE ASSOCIATES unless otherwise provided by law. CLIENT shall not use such items on other projects without C.T. MALE ASSOCIATES' prior written consent. C.T. MALE ASSOCIATES shall not release CLIENT's data without authorization.

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 ASSOCIATES 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 ASSOCIATES 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 ASSOCIATES' 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 ASSOCIATES' 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 ASSOCIATES' 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 ASSOCIATES 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 ASSOCIATES 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 ASSOCIATES 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 ASSOCIATES, 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 ASSOCIATES in exercising any right or remedy hereunder shall constitute a waiver of any such right or remedy on any future occasion.

7. **INDEMNIFICATION:** CLIENT shall indemnify, defend and hold C.T. MALE ASSOCIATES harmless for any and all loss, cost, expense, claim, damage, or liability of any nature arising from: (a) soil conditions; (b) changes in plans or specifications made by CLIENT or others; (c) use by CLIENT or others of plans, surveys, or drawings unsigned by C.T. MALE ASSOCIATES or for any purpose other than the specific purpose for which they were designed; (d) job site conditions and performance of work on the project by others; (e) inaccuracy of data or information supplied by CLIENT; and (f) work performed on material or data supplied by others, unless said loss was solely caused by C.T. MALE ASSOCIATES' own negligence.

8. **LITIGATION:** Should litigation be necessary to collect any portion of the amounts payable hereunder, then all costs and expenses of litigation and collection, including without limitation, fees, court costs, and attorney's fees (including such costs and fees on appeal), shall be the obligation of the CLIENT.

9. **REPLACEMENT OF SURVEY STAKES:** C.T. MALE ASSOCIATES, 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.

10. **MAPPING:** Areas obscured by dense vegetation or shadow will be labeled as "DENSE WOODS", "SHADOW", or "OBSCURED AREA". C.T. MALE ASSOCIATES 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.

11. **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 ASSOCIATES' field representative will be for the purpose of providing observation and field testing. Under no circumstances is it C.T. MALE ASSOCIATES' 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 ASSOCIATES' 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 ASSOCIATES' 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 ASSOCIATES will not be responsible for job or site safety on the project.

12. **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.

13. **RISK ALLOCATION:** The CLIENT agrees that C.T. MALE ASSOCIATES' 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 \$1,000,000.00 or C.T. MALE ASSOCIATES' total fee for services rendered on the project.

14. **CLIENT RESPONSIBILITIES:** CLIENT shall be responsible for providing all reasonable assistance required by C.T. MALE ASSOCIATES 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 ASSOCIATES and/or its subcontractors and their respective personnel and equipment.

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

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 ASSOCIATES 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 ASSOCIATES, 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 ASSOCIATES, 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 ASSOCIATES with prior approval of each location where C.T. MALE ASSOCIATES will carry-out any intrusive activity on the Site. CLIENT agrees that if C.T. MALE ASSOCIATES 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 ASSOCIATES, 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 ASSOCIATES' negligence or willful misconduct.

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

16. **INSURANCE:** C.T. MALE ASSOCIATES shall procure and maintain throughout the period of this Agreement, at C.T. MALE ASSOCIATES' 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 ASSOCIATES shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance.

17. **SUCCESSORS AND ASSIGNS:** Neither CLIENT nor C.T. MALE ASSOCIATES 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.

C.T. MALE ASSOCIATES

18. MEDIATION: CLIENT and C.T. MALE ASSOCIATES 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.

19. EQUAL EMPLOYMENT OPPORTUNITY: C.T. MALE ASSOCIATES 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.

20. 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.

RESOLUTION NO.: 288 - 2014

OF

NOVEMBER 24, 2014

**A RESOLUTION AUTHORIZING THE AWARD OF A BID
AND THE EXECUTION OF A CONTRACT WITH RAY S. PANTEL, INC.
IN CONNECTION WITH THE INSTALLATION OF A TRAFFIC SIGNAL FOR THE
INTERSECTION OF COLDEN STREET/FOURTH STREET
AND REV. DR. MARTIN LUTHER KING JR. BOULEVARD
IN THE CITY OF NEWBURGH AT A COST OF \$298,500.00**

WHEREAS, the City of Newburgh has duly advertised for bids for the installation of a traffic signal for the intersection of Colden Street/Fourth Street and Rev. Dr. Martin Luther King Jr. Boulevard in the City of Newburgh; and

WHEREAS, bids have been duly received and opened and Ray S. Pantel, Inc. is the low bidder; and

WHEREAS, the total project cost will be \$298,500.00 and funding shall be derived from budget line A.5112.0200;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for the installation of a traffic signal for the intersection of Colden Street/Fourth Street and Rev. Dr. Martin Luther King Jr. Boulevard in the City of Newburgh be and it hereby is awarded to Ray S. Pantel, Inc., for the base bid amount of \$298,500.00; and

BE IT FURTHER RESOLVED, that the City Manager be and he is hereby authorized to enter into a contract, including terms and conditions as may be required by the Corporation Counsel and City Engineer, for such work in this amount.

RESOLUTION NO.: 289 - 2014

OF

NOVEMBER 24, 2014

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL
AND EXECUTE AN EXTRA WORK AUTHORIZATION WITH CLOUGH HARBOR
ASSOCIATES IN CONNECTION WITH THE INSTALLATION OF A TRAFFIC SIGNAL
FOR THE INTERSECTION OF COLDEN STREET/FOURTH STREET
AND REV. DR. MARTIN LUTHER KING JR. BOULEVARD
IN THE CITY OF NEWBURGH AT A COST OF \$32,000.00**

WHEREAS, by Resolution No. 48-2013 of February 25, 2013, the City Council of the City of Newburgh authorized the City Manager to accept a proposal and execute an agreement with Clough Harbor Associates for professional engineering services for the design of a traffic signal to be installed at the intersection of Colden Street/Fourth Street and Rev. Dr. Martin Luther King, Jr. Boulevard in the City of Newburgh; and

WHEREAS, Clough Harbor Associates has submitted a proposal for the bid administration, construction support, and construction inspection services in connection the installation of a traffic signal for the intersection of Fourth Street and Rev. Dr. Martin Luther King Jr. Boulevard in the City of Newburgh; and

WHEREAS, the cost for these services will be \$32,000.00 and funding shall be derived from budget line A.5112.0200; and

WHEREAS, the City Council has reviewed the annexed proposal and has determined that such work would be in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute an Extra Work Authorization with Clough Harbor Associates for the bid administration, construction support, and construction inspection services in connection with the installation of a traffic signal for the intersection of Colden Street/Fourth Street and Rev. Dr. Martin Luther King Jr. Boulevard in the City of Newburgh at a cost of \$32,000.00.



November 6, 2014

Mr. Jason Morris, PE
City of Newburgh
City Engineer
City Hall
83 Broadway
Newburgh, NY 12550

**RE: Professional Engineering Services, Traffic Signal Design; Rev. Dr. Martin Luther King Boulevard & Colden Street/4th Street, City of Newburgh, NY
CHA File No.: 26876**

Dear Mr. Morris:

Attached for your review and processing is our proposal for the bid administration, construction support, and construction inspection services for the subject project. Should you find the proposal acceptable, please have both copies of the Extra Work Authorization signed by the appropriate authority within the City of Newburgh and return one to us for our files.

Please call me at (518) 453-3984 should you have any questions regarding this proposal.

Sincerely,

A handwritten signature in black ink that reads 'Lee Ecker'.

Lee Ecker, PE
Project Manager

Enclosures
WSE/cal
V:\Projects\ANY\K3\26876\Corres\26876L03.doc



Date: 11/6/2014

PROJECT No. 26876

Extra Work No. 2

EXTRA WORK AUTHORIZATION

In accordance with the written Contract dated March 14, 2013 between the parties designated below for:

THE PROJECT: Rev. Dr. Martin Luther King Jr. Blvd. & Colden Street/4th Street Traffic Signal

THE CLIENT: City of Newburgh

hereby authorizes the Engineer to proceed with additional services as follows:

SCOPE OF SERVICES:

See attached Exhibit A –Scope of Services

SCHEDULE:

It is anticipated that the construction contract will begin on December 1, 2014 and will be complete by July 31, 2015.

Construction is not anticipated to begin until April 2015.

FEE

Our fee for the scope included in this proposal will not exceed \$32,000. We will bill the City on an hourly rate basis plus expenses.

Upon return of a fully-executed authorization, this Supplement shall become a part of the Agreement identified above.

| APPROVED BY: ENGINEER | APPROVED BY: CLIENT |
|-----------------------|---------------------|
| NAME: Lee Ecker | NAME: |
| SIGNATURE: | SIGNATURE: |
| TITLE: Vice President | TITLE: |
| DATE: 11/6/2014 | DATE: |

EXHIBIT A **Scope of Services**

SCOPE OF WORK

Project Description and Location

The attached scope of work provides for construction administration services for the installation of a new traffic signal at the intersection of Fourth Street and Rev. Dr. Martin Luther King Jr. Boulevard in the City of Newburgh, Orange County, New York.

Task 1: Advertisement, Bid Opening and Award

Advertisement

The **Consultant** will prepare the advertisement for bids to be placed on the Empire State Bid System and any other newspaper or publication identified by the **Municipality**. The **Consultant** will submit the ad(s) to the **Municipality** for review and will revise the ad(s) to reflect comments generated by that review. The **Municipality** will place the advertisements.

Bid Administration

The **Consultant** will accept and answer all questions received by bidders. The **Consultant** will issue any information or addenda necessary and provide to the **Municipality** for distribution to bidders.

The **Consultant** will attend and run a pre-bid meeting on a date identified in the contract documents. The **Consultant** will prepare and distribute a meeting summary from the pre-bid meeting.

Bid Opening

The **Municipality** will arrange a location for the public bid opening. The **Consultant** will conduct the public bid opening.

Award

The **Consultant** will analyze the bid results. The analysis will include:

- verifying the low bidder.
- ensuring receipt of all required bid documents (non-collusive bid certification, Iran Divestment, etc.).
- determining whether the low bid is unbalanced.
- determining whether the low bidder is qualified to perform the work.

The **Consultant** will provide a recommendation for award to the **Municipality**.

Task 2: Construction Support

The **Consultant** will provide design response to unanticipated or changed field conditions, analyze and participate in proposed design changes, and interpret design plans.

Work under this section will always be in response to a specific request from the **Municipality** or Contractor under one of the tasks below:

- In response to unanticipated and/or varying field conditions or changes in construction procedures, the **Consultant** will conduct on-site field reconnaissance and, where required, prepare Field Change Sheets modifying pertinent contract plan sheets.
- The **Consultant** will analyze and make recommendations on the implementation of changes proposed by the **Municipality** or the construction contractor. This includes the Traffic Control Plan.
- The **Consultant** will interpret and clarify design concepts, plans and specifications.
- The **Consultant** will review and approve structural shop drawings for construction.

Not reimbursable under this Section are:

- Corrections of design errors and omissions
- Straightforward interpretations of plans and designer intentions

Task 3: Construction Administration and Observation

Equipment – Intentionally Left Blank

Administration

The **Consultant** will provide, to the satisfaction of the **Municipality**, contract administration services from such time as directed to proceed until the completion of the final agreement and issuance of final payment for the contract. The **Consultant** will assume responsibility, as appropriate, for the administration of the contract including processing payments consistent with the specifications and plans applicable to the project.

Municipal Project Engineer

The **Municipality** will assign a Project Engineer to the contract covered by this agreement. This Project Engineer will be the **Municipal's** official representative on the contract and the **Consultant** will report to and be directly responsible to said Project Engineer.

Scope of Services/Performance Requirements

1. Quality

The **Consultant** will monitor the Contractor's and the Subcontractor's performance of the contract for general conformance with the project plans and specifications and will identify in a timely manner the local conditions, construction methods and other

observations customarily reported on construction projects of this type.

2. Record Keeping & Payments to the Contractor

- a. All records must be kept in accordance with the directions of the **Municipality**. The **Consultant** must take all measurements and collect all other pertinent information necessary to prepare daily inspection reports, monthly and final estimates, survey notes, record plans showing all changes from contract plans, photographs of various phases of construction, and other pertinent data, records and reports for proper completion of records of the contract.
- b. Any record plans, engineering data, survey notes or other data provided by the **Municipality** should be returned to the **Municipality** at the completion of the contract. Original tracings of record plans, maps, engineering data, the final estimate and any other engineering data produced by the **Consultant** will bear the endorsement of the **Consultant**. Any documents that require an appropriate review and approval of a Professional Engineer (P.E.) licensed and registered to practice in New York State must be signed by the P.E.
- c. Unless otherwise modified by this agreement, the **Consultant** will check, and when acceptable, approve all structural shop drawings.
- d. The **Consultant** will submit the final estimate of the contract to the **Municipality** within four (4) weeks after the date of acceptance of the contract.

3. Health & Safety/Maintenance and Protection of Traffic

- a. **Consultant's** inspection staff assigned to the project will be knowledgeable concerning those health and safety requirements applicable per **Municipality** policy, procedures and specifications to protect their personal safety. Jobsite health and safety shall be the sole responsibility of Contractor and its subcontractor(s).
- b. Maintenance and protection of traffic are the sole responsibility of Contractor and its subcontractor(s).

4. Monitoring Equal Opportunity/Labor Requirements

The **Consultant** will request documentation from Contractor demonstrating its adherence to the Equal Opportunity and Labor requirements contained in the contract and, upon receipt, **Consultant** will forward such to the appropriate representative of the **Municipality**.

Assumptions

The following assumptions have been made for estimating purposes:

- Estimate no more than three (3) requests that each require ten (10) hours of effort will be made during the construction phase of the project.

- Assume that the **Consultant** will attend a preconstruction meeting. Assume that **Consultant** attendance at other meetings held during construction will coincide with days on which the Consultant is providing regular inspection services.
- Estimate that the field construction will begin in April 2015 and construction will be completed by June 30, 2015.
- Assume the **Consultant** will schedule material testing and process subcontractor payments, as necessary.
- Assume the **Consultant** will provide construction inspection services on a part time basis. This agreement contains provisions for 14 days of inspection services in the field.

EXHIBIT B
Schedule

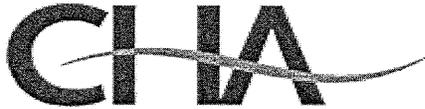
SCHEDULE

It is anticipated that construction will begin on August 1, 2014 and will be completed by November 30, 2014.

EXHIBIT C
Compensation

FEE

Our estimated fee for the scope included in this extra work agreement is \$11,000. We will bill the City on an hourly rate basis plus expenses. We will not exceed \$11,000. without prior approval from the Client.



Date: 11/6/2014

PROJECT No. 26876

Extra Work No. 2

EXTRA WORK AUTHORIZATION

In accordance with the written Contract dated March 14, 2013 between the parties designated below for:

THE PROJECT: Rev. Dr. Martin Luther King Jr. Blvd. & Colden Street/4th Street Traffic Signal

THE CLIENT: City of Newburgh

hereby authorizes the Engineer to proceed with additional services as follows:

SCOPE OF SERVICES:

See attached Exhibit A –Scope of Services

SCHEDULE:

It is anticipated that the construction contract will begin on December 1, 2014 and will be complete by July 31, 2015.

Construction is not anticipated to begin until April 2015.

FEE

Our fee for the scope included in this proposal will not exceed \$32,000. We will bill the City on an hourly rate basis plus expenses.

Upon return of a fully-executed authorization, this Supplement shall become a part of the Agreement identified above.

| APPROVED BY: ENGINEER | APPROVED BY: CLIENT |
|--|---------------------|
| NAME: Lee Ecker | NAME: |
| SIGNATURE:  | SIGNATURE: |
| TITLE: Vice President | TITLE: |
| DATE: 11/6/2014 | DATE: |

EXHIBIT A **Scope of Services**

SCOPE OF WORK

Project Description and Location

The attached scope of work provides for construction administration services for the installation of a new traffic signal at the intersection of Fourth Street and Rev. Dr. Martin Luther King Jr. Boulevard in the City of Newburgh, Orange County, New York.

Task 1: Advertisement, Bid Opening and Award

Advertisement

The **Consultant** will prepare the advertisement for bids to be placed on the Empire State Bid System and any other newspaper or publication identified by the **Municipality**. The **Consultant** will submit the ad(s) to the **Municipality** for review and will revise the ad(s) to reflect comments generated by that review. The **Municipality** will place the advertisements.

Bid Administration

The **Consultant** will accept and answer all questions received by bidders. The **Consultant** will issue any information or addenda necessary and provide to the **Municipality** for distribution to bidders.

The **Consultant** will attend and run a pre-bid meeting on a date identified in the contract documents. The **Consultant** will prepare and distribute a meeting summary from the pre-bid meeting.

Bid Opening

The **Municipality** will arrange a location for the public bid opening. The **Consultant** will conduct the public bid opening.

Award

The **Consultant** will analyze the bid results. The analysis will include:

- verifying the low bidder.
- ensuring receipt of all required bid documents (non-collusive bid certification, Iran Divestment, etc.).
- determining whether the low bid is unbalanced.
- determining whether the low bidder is qualified to perform the work.

The **Consultant** will provide a recommendation for award to the **Municipality**.

Task 2: Construction Support

The **Consultant** will provide design response to unanticipated or changed field conditions, analyze and participate in proposed design changes, and interpret design plans.

Work under this section will always be in response to a specific request from the **Municipality** or Contractor under one of the tasks below:

- In response to unanticipated and/or varying field conditions or changes in construction procedures, the **Consultant** will conduct on-site field reconnaissance and, where required, prepare Field Change Sheets modifying pertinent contract plan sheets.
- The **Consultant** will analyze and make recommendations on the implementation of changes proposed by the **Municipality** or the construction contractor. This includes the Traffic Control Plan.
- The **Consultant** will interpret and clarify design concepts, plans and specifications.
- The **Consultant** will review and approve structural shop drawings for construction.

Not reimbursable under this Section are:

- Corrections of design errors and omissions
- Straightforward interpretations of plans and designer intentions

Task 3: Construction Administration and Observation

Equipment – Intentionally Left Blank

Administration

The **Consultant** will provide, to the satisfaction of the **Municipality**, contract administration services from such time as directed to proceed until the completion of the final agreement and issuance of final payment for the contract. The **Consultant** will assume responsibility, as appropriate, for the administration of the contract including processing payments consistent with the specifications and plans applicable to the project.

Municipal Project Engineer

The **Municipality** will assign a Project Engineer to the contract covered by this agreement. This Project Engineer will be the **Municipality's** official representative on the contract and the **Consultant** will report to and be directly responsible to said Project Engineer.

Scope of Services/Performance Requirements

1. Quality

The **Consultant** will monitor the Contractor's and the Subcontractor's performance of the contract for general conformance with the project plans and specifications and will identify in a timely manner the local conditions, construction methods and other

observations customarily reported on construction projects of this type.

2. Record Keeping & Payments to the Contractor

- a. All records must be kept in accordance with the directions of the **Municipality**. The **Consultant** must take all measurements and collect all other pertinent information necessary to prepare daily inspection reports, monthly and final estimates, survey notes, record plans showing all changes from contract plans, photographs of various phases of construction, and other pertinent data, records and reports for proper completion of records of the contract.
- b. Any record plans, engineering data, survey notes or other data provided by the **Municipality** should be returned to the **Municipality** at the completion of the contract. Original tracings of record plans, maps, engineering data, the final estimate and any other engineering data produced by the **Consultant** will bear the endorsement of the **Consultant**. Any documents that require an appropriate review and approval of a Professional Engineer (P.E.) licensed and registered to practice in New York State must be signed by the P.E.
- c. Unless otherwise modified by this agreement, the **Consultant** will check, and when acceptable, approve all structural shop drawings.
- d. The **Consultant** will submit the final estimate of the contract to the **Municipality** within four (4) weeks after the date of acceptance of the contract.

3. Health & Safety/Maintenance and Protection of Traffic

- a. **Consultant's** inspection staff assigned to the project will be knowledgeable concerning those health and safety requirements applicable per **Municipality** policy, procedures and specifications to protect their personal safety. Jobsite health and safety shall be the sole responsibility of Contractor and its subcontractor(s).
- b. Maintenance and protection of traffic are the sole responsibility of Contractor and its subcontractor(s).

4. Monitoring Equal Opportunity/Labor Requirements

The **Consultant** will request documentation from Contractor demonstrating its adherence to the Equal Opportunity and Labor requirements contained in the contract and, upon receipt, **Consultant** will forward such to the appropriate representative of the **Municipality**.

Assumptions

The following assumptions have been made for estimating purposes:

- Estimate no more than three (3) requests that each require ten (10) hours of effort will be made during the construction phase of the project.

- Assume that the **Consultant** will attend a preconstruction meeting. Assume that **Consultant** attendance at other meetings held during construction will coincide with days on which the Consultant is providing regular inspection services.
- Estimate that the field construction will begin in April 2015 and construction will be completed by June 30, 2015.
- Assume the **Consultant** will schedule material testing and process subcontractor payments, as necessary.
- Assume the **Consultant** will provide construction inspection services on a part time basis. This agreement contains provisions for 14 days of inspection services in the field.

EXHIBIT B
Schedule

SCHEDULE

It is anticipated that construction will begin on August 1, 2014 and will be completed by November 30, 2014.

EXHIBIT C
Compensation

FEE

Our estimated fee for the scope included in this extra work agreement is \$11,000. We will bill the City on an hourly rate basis plus expenses. We will not exceed \$11,000. without prior approval from the Client.

RESOLUTION NO.: 290 - 2014

OF

NOVEMBER 24, 2014

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH BARTON & LOGUIDICE, P.C. FOR PROFESSIONAL ENGINEERING SERVICES IN AN AMOUNT NOT TO EXCEED \$256,600.00 FOR THE DESIGN AND CONSTRUCTION INSPECTION SERVICES OF NEW SEWER AND STORMSEWERS FOR LIBERTY, GRAND, CLINTON AND MONTGOMERY STREETS UNDER THE LIBERTY STREET AND GRAND STREET COMBINED SANITARY SEWER IMPROVEMENTS PROJECT

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") was 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, by Resolution No.: 28-2014 of February 10, 2014, this Council authorized the Interim City Manager to execute a contract with Barton & Loguidice, P.C. for professional engineering services necessary to complete the application for the grant funding at a cost not to exceed \$19,900.00; and

WHEREAS, by Resolution No.: 29-2014 of February 10, 2014, this Council authorized the Interim City Manager 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); and

WHEREAS, EFC has determined that the Project is eligible for funding in an amount up to \$2,401,500.00, and Barton & Loguidice, P.C. has submitted a proposal for professional engineering services for the design and construction inspection services of new sewer and stormsewers for Liberty, Grand, Clinton and Montgomery Streets and to assist the City of Newburgh securing the available EFC funding; and

WHEREAS, funding for such professional engineering services shall be derived from the EFC funding award; and

WHEREAS, this Council has determined that entering into such contract under the terms of the proposal as attached hereto 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 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 October 7, 2014 and revised on October 31, 2014 in an amount not to exceed \$256,600.00, with other provisions as Corporation Counsel may require, for the design and construction inspection services of new sewer and stormsewers for Liberty, Grand, Clinton and Montgomery Streets and assistance to secure funding awarded under the New York State Environmental Facilities Corporation Storm Mitigation Loan Program for the Liberty Street and Grand Street Sanitary Sewer Improvements Project.

October 7, 2014
Revised October 31, 2014

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

Re: Proposal for Professional Services
Liberty & Grand Street Sewer Improvement Project
City of Newburgh, Orange County, New York

File: P702.2518

Dear Mr. Morris:

During the City Council meeting on February 12, 2014, the City Council authorized an Agreement with Barton & Loguidice, D.P.C. (B&L) to perform a preliminary engineering analysis of the Liberty & Grand Street Sewer Improvements Project and prepare an application and an Engineering Report for the Storm Mitigation Loan Program (SMLP) administered through New York State Environmental Facilities Corporation (NYSEFC). The impetus of the project was damage to the sewer system caused by storms. SMLP projects are eligible for 75% zero percent interest loan funds and 25% grant to complete the project. The Application scored well and the Project was awarded funding.

B&L is pleased to have been asked to continue working with the City on this project. This project includes 1) separation of Sanitary & Storm Sewers upstream of CSO#008 through the construction of a separate sanitary sewer, and 2) the potential to reduce wet-weather sanitary sewer overflows, which is a goal of the City's Long Term Control Plan.

BACKGROUND

To date, B&L's services for the Liberty & Grand Street Improvements Project include field investigation of damage; smoke testing, examination and interpretation of CCTV video inspection of portions of the City's sewer system, and preparation of a Preliminary Engineering Report. B&L also assisted the City with the submission of a project listing for the SMLP Program. The report was submitted to NYSEFC in compliance with the request from EFC for SMLP projects due April 1, 2014.

NYSEFC then scored the project among the other projects and published a Draft Amendment #2 to the Intended Use Plan (IUP) on July 17, 2014 that showed the Liberty & Grand Street Sewer Improvements Project scored 54 points which placed it above the funding line (eligible for funding) and in August published the Final Amendment #2 to the 2014 Clean Water State Revolving Fund (CWSRF) IUP confirming that \$2,401,500 is available to the City for this project. The projects submitted for funding exceeded the funds available in this program, and NYSEFC **will make funds available on a first come first serve basis.**



Jason Morris, P.E., City Engineer
City of Newburgh
October 7, 2014 rev October 31, 2014
Page 2

FUNDING REQUIREMENTS

In order to continue moving forward with the project, NYSEFC requires:

1. That the project be listed in the 2014 Amendment – **COMPLETED**
2. State Environmental Review (SEQRA) be completed – **COMPLETED**
3. State Historic Preservation Office (SHPO) issue a statement of No Impact– **COMPLETED**
4. A sewer district has been established or expanded – **COMPLETED**
5. New York State Office of the State Comptroller (OSC) Approval Obtained – **NECESSARY**
6. A Bond Resolution has been adopted establishing the legal authority of the applicant to issue debt for the project costs. – **NECESSARY**
7. An Executed Engineering Agreement for Planning Services – **COMPLETED**
8. An Executed Engineering Agreement for Design & Construction Services – **NECESSARY**
9. A Completed Financing Application by December 1, 2014 – **AS SOON AS POSSIBLE**
10. Close on Project Financing – **Estimated June 1, 2015**
11. The City completes the project and expends the funds prior to **July 31, 2019**.

The repairs to be implemented as part of this project are noted in the Proposed Project (Section 6) of our report entitled “Liberty and Grand Street Improvements, Preliminary Engineering Report dated March 2014. The anticipated improvements include the following:

- Installation of new precast concrete sanitary manholes.
- Installation of new precast concrete catch basins.
- Installation of approximately 680 feet of new 18-inch PVC separate sanitary sewer and approximately 750 feet of 24-inch HDPE separate storm sewer for the replacement of existing 15-inch x 12-inch and 18-inch x 12-inch egg shaped teardrop concrete combined sewer pipe along Liberty Street.
- Installation of approximately 670 feet of new 8-inch PVC separate sanitary sewer and approximately 700 feet of 18-inch HDPE separate storm sewer for the replacement of the existing 18-inch Polyvinyl chloride (PVC) combined sewer pipe along Grand Street
- Installation of approximately 420 feet of new 8-inch PVC separate sanitary sewer and approximately 500 feet of 18-inch HDPE separate storm sewer for the replacement of the existing 12-inch iron combined sewer pipe along Montgomery Street
- Installation of approximately 850 feet of new separate 18-inch PVC separate sanitary sewer and approximately 870 feet of 30-inch HDPE separate storm sewer for the replacement of the existing 27-inch x 21-inch egg shaped teardrop brick combined sewer pipe along Clinton Street.
- Reconnection of building service laterals, typically 4 and 6-inch pipes, from the edge of the right of way to the new sewer main or extension of existing sewer laterals. Reconnection of laterals to be completed with new SDR35 PVC pipe and include a cleanout located at the edge of the right-of-way.



Jason Morris, P.E., City Engineer
City of Newburgh
October 7, 2014 rev October 31, 2014
Page 3

- Replacement of approximately 14 catch basins/curb inlets with new precast concrete structures frames and grates.
- Roadway restoration of trenches, following replacement of all utilities.
- Replacement of concrete sidewalks and concrete curbing disturbed during utility main and service installation.
- Replacement of concrete sidewalks along Liberty Street along the utility reconstruction corridor.

B&L proposes the following scope of services to advance the project:

Scope of Services:

1. A project kickoff meeting will be held with representatives of the City and B&L to review project goals, scope, access, schedule and coordination issues. We expect to walk the project corridor after the kick off meeting.
2. SEQR - As part of our earlier services for the Preliminary Engineering Report, SEQRA was completed for the sewer rehabilitation. The project fell under the categorical exclusion in accordance with 6 NYCRR Part 617 and is a Type II action as defined by 6.15(c) (1) maintenance or repair involving no substantial changes in an existing structure or facility. It is anticipated at this time that SEQR, as completed, is adequate. Therefore, additional services associated with the SEQR process are not included in this agreement.
3. Wetland Delineation – This project is wholly contained within improved public rights-of-way and is not anticipated to impact regulated wetlands. A preliminary search through the NYSDEC Environmental Review Mapper did not indicate wetlands within the project corridor. No impacts to wetlands are anticipated, no further services are needed for this item.
4. SHPO – As part of our earlier services for the Preliminary Engineering Report, coordination with the State Historic Preservation office was completed. NYSOPR&HP indicated their opinion is that the project will have “No Adverse Impact” upon cultural resources. Therefore, no further services are anticipated to be needed for this item.
5. Survey Services – B&L will retain the subcontracted services of a qualified surveyor (Brooks & Brooks Land Surveying, P.C. a certified M/WBE) for planimetric and topographic survey of the approximate 4000 linear foot project corridor. Mapping is proposed to be at 1” = 20-feet with one-foot contour interval. Limits to be building face to building face including first floor elevations, landscaping, walls, trees, driveways, pavement edges, top and bottom of curbs, and sidewalks, all evident planimetric and topographic features will be located. Underground utilities to be located and shown based on existing utility mapping to be supplied to us, and Dig Safely New York mark-outs. Approximate property lines and road right of way lines will be shown based on tax maps and available highway mapping. Mapping will be supplied in NAD 83 NYS East Horizontal datum, NAVD 88 Vertical datum. Survey Services will be completed with applicable NYS prevailing wage rates.

Easements – It is likely that temporary construction easements will be required. It is proposed that temporary construction easements will be simply described as along the frontage of the property



Jason Morris, P.E., City Engineer
City of Newburgh
October 7, 2014 rev October 31, 2014
Page 4

and that detailed mapping or descriptions will not be necessary. B&L will prepare a template for use by the City to obtain temporary easements. Permanent easements are not expected to be required, and are not included in this agreement.

6. Subsurface Investigations – B&L will retain the subcontracted services of a qualified subsurface investigations subcontractor (Atlantic Testing Laboratories, LTD, a certified M/WBE) to conduct subsurface investigations. It is anticipated that the proposed sewer main will be constructed within the same alignment as the existing sewer. Subsurface investigation will include 10 geoprobes to a depth of 11-13 feet, or to equipment refusal. Geoprobe data will be recorded to identify thickness of pavement, soil type, depth to groundwater and depth to rock. Field work will be completed with applicable NYS prevailing wage rates.
7. B&L will assist the City with the appropriate NYSEFC paperwork including:
 - Provide engineering assistance related to preparation of the EFC Financing Application
 - Provide engineering assistance related to submission of initial documents required in order to secure EFC Financing
 - Assist the City with Completion of the Smart Growth Assessment
 - Complete and submit EPA DBE Form 6100-3 for each M/WBE subcontractor/subconsultant contacted for work under our Engineering Agreement;
 - Complete and submit the M/WBE Utilization Plan for our Engineering Agreement;
 - Complete and submit EPA DBE Form 6100-4 along with M/WBE Utilization Plan;
 - Complete and submit the EEO Staffing Plan for our Engineering Agreement
 - Coordinate and submit to NYSEFC Contractors/Subcontractors M/WBE Utilization plans and act as the Municipal Appointed Official for compliance with the M/WBE Program Requirements.

8. Preliminary Engineering Services

A Basis of Design report will be prepared for submission to regulatory agencies. This report will include the design criteria and a section for compliance with recommended standards. This report will be submitted to all involved parties, City and NYSEFC for concurrence and acceptance.

9. Final Design Services

A. Sanitary Sewer

B&L will prepare design plans, technical specifications, and an itemized opinion of probable construction cost for the proposed improvements. The plans and specifications will include total replacement of the existing infrastructure. 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, soil erosion and sediment control details and restoration details will be provided. Plans will be in AutoCAD format.



Jason Morris, P.E., City Engineer
City of Newburgh
October 7, 2014 rev October 31, 2014
Page 5

Design and Contract Drawings for sanitary sewer construction will show pipe material, size and location, profile, slope, connecting the new sewer with existing sewer, laterals, cleanouts, depth of cover, backfill material, plans for maintenance and protection of traffic, highway/road crossing details, and restoration of surface features such as sidewalks, pavements, and curbs.

B&L will prepare Contract Documents that will include Contract Drawings, technical specifications, and contractual/administrative requirements. B&L's standard bidding documents, construction contract, general conditions, and general requirements will be included. It is assumed that one (1) set of documents will be prepared for one (1) contract.

Three (3) meetings are included during the design phase of the project at approximately 30%, 65% and 95% completion of design. We will also attend the kick-off meeting as noted earlier in this proposal.

Permits and Approvals - B&L will prepare and submit the appropriate permit applications along with the Contract Documents to the following agencies for review and approval:

- New York State Environmental Facilities Corporation (NYSEFC) – Contract Document Approval
- New York State Department of Environmental Conservation (NYSDEC) – SPDES Construction Permit including a preparation of a Basic Stormwater Pollution Prevention Plan (SWPPP) not including any post construction measures and a Notice of Intent (NOI).

B.-Drainage Design

Develop plans to include the replacement of the existing asphalt pavement along the project area of Liberty, Clinton, Grand & Montgomery Streets (the Project Area) as reasonably and practically possible in accordance with City standards. This Scope of Services is to include:

- Determine impacts and relocation needs (if any) with private utilities. Assume 1 coordination meeting to discuss impacts and work agreements, We assume no private utility relocations or work agreements are necessary. The City shall follow up on agreements if necessary.
- Existing low points along the project area will be coordinated with existing drainage structures. The design and inclusion in the construction plans of additional drainage structures, if necessary, will be included.

C. Potable Water Mains

This project includes the replacement of sewer and drainage utilities in the project corridor with trench repairs. The City may want to consider replacement of the aged water mains within the project corridor. If desired, B&L can design and include these in the contract documents under a separate authorization.

10. Bidding Services – B&L will assist the City in bidding the project. Bid assistance will include preparation of Advertisement for Bid(s) for publication by the City in its official newspapers, circulation of the documents on Empire State Bidding, notifying potential bidders of



Jason Morris, P.E., City Engineer
City of Newburgh
October 7, 2014 rev October 31, 2014
Page 6

advertisement publication, assisting with Contract Document distribution, addressing contractor questions during the bid phase and preparing responses as appropriate, preparing addenda as required and issuing the same to contractors, and attendance at the bid opening.

Upon receipt of the bids by the City, B&L will tabulate the bids, review the qualifications of the low bidder and prepare a recommendation of award to the City.

For the purposes of bidding, we assume four hard copies and two CD's of documents total for City staff use as well as regulatory approvals.

11. Construction Administration Services:

- A. B&L will issue a Notice of Award to the successful contractor upon the City's direction. B&L will prepare conformed copies for contract execution.
- B. Conduct a pre-construction conference with the Contractor, the City Engineer and appropriate City officials.
- C. Review shop drawings and submittals for the material and equipment to be incorporated into the project for conformance with the Contract Documents.
- D. Attend project meetings with the contractor's representatives, the City Engineer, and make periodic site visits to the project site during construction of the project, and advise the City regarding construction related issues. Fifteen (15) project meetings are assumed (pre-construction meeting, twelve (12) progress meetings, a substantial completion meeting and a final completion field meeting).
- E. Review contractor's payment applications and submit same to the City for processing and prepare change orders, if necessary.
- F. Attend a final meeting with the Contractor and complete final review of the completed construction, and prepare a report on any deficiencies, corrective actions required etc. as determined at said review.
- G. Following construction of the project, we will conduct a final on-site project review, issue a Notice of Substantial Completion, provide construction certification to the approval agencies for work completed in accordance with the approved plans and specifications, and provide a final document package including reports, records, record plans developed by the contractor and other pertinent information. We will deliver two hard copy sets and one electronic copy (PDF, latest version) of the drawings to the City.

12. Construction Observation Services:

- A. Conduct full-time on-site construction observation (CO) of the work in progress during the installation of the proposed work. The CO will not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the work. It is anticipated that construction of the proposed improvements will require four and a half (4.5) months to complete. As such, B&L will provide up full time construction observation, 8 hours a day for a total of 800 hours of observation services, which will include development of a final punch list. Additional hours beyond the assumed amount would be billed at our standard billing rate at the time of service.
 1. The CO would prepare a daily report that would record the contractor's hours at the job site, daily activities and progress of work.



Jason Morris, P.E., City Engineer
 City of Newburgh
 October 7, 2014 rev October 31, 2014
 Page 7

2. The CO will be present during connections to existing sewer mains, and borings to verify that is in accordance with the Plans, Contract Documents and intended function.
3. The CO will be present during testing of the installed works, i.e. new sewer and sanitary manholes.
4. The CO will have identifiable markings (hard hat, safety vest, photo ID) on them on-site so as to be known.

C. The amount of time required for construction administration and observation is dependent on the contractor's progress and final scope of the construction project. Based on our experience, we have estimated what we feel is a reasonable time frame for completion of the work, and have estimated the time required for construction administration and observation accordingly. If construction observation hours exceed the allocation above, or if the construction period extends beyond four and a half months, further construction observation and administration would be provided as an additional service.

The services Barton & Loguidice proposes to provide DO NOT INCLUDE advice or recommendations with respect to the issuance, structure, timing, terms or any other aspect of municipal securities, municipal derivatives, guaranteed investment contracts or investment strategies. Any opinions, advice, information or recommendations provided by Barton & Loguidice is understood by the parties to be strictly *engineering* opinions, advice, information or recommendations. Barton & Loguidice is not a "municipal advisor" as defined by 15 U.S.C. 78o-4 or the related rules of the Securities and Exchange Commission. The parties to whom this proposal is being provided should determine independently whether they require the services of an municipal advisor.

FEE FOR SERVICES

The proposed fee for engineering services outlined above would be as follows:

| | |
|---|-------------------------------------|
| Preliminary Design Services | \$ 33,500 Lump Sum |
| Topographic Surveying & Mapping | \$ 15,000 Lump Sum |
| Subsurface Investigation | \$ 20,500 Lump Sum |
| Final Design Services | \$ 57,500 Lump Sum |
| M/WBE Representative | \$ 5,000 Time & Expense |
| Bidding Services | \$ 5,000 Lump Sum |
| Construction Administration Services | \$ 55,000 Lump Sum |
| Construction Observation Services | <u>\$ 85,000 Time & Expense</u> |
| | SUB TOTAL \$ 276,500 |
| Preliminary Engineering Report (credit) | <u>\$(19,900) Lump Sum</u> |
| | GRAND TOTAL \$256,600 |

For the Scope of Services presented above, Barton & Loguidice, D.P.C (B&L) proposes to be compensated, as identified above, on either a Lump Sum or a Time and Expense basis in accordance with our standard billing rate schedule in effect at the time services are rendered. If additional services are required, B&L will request the City's authorization under a separate supplement to proceed forward. We will not bill beyond this amount without a change in scope and prior approval of the City Council.



Jason Morris, P.E., City Engineer
City of Newburgh
October 7, 2014 rev October 31, 2014
Page 8

We will provide a contract for execution similar to our other projects with the City if the City agrees with our approach and scope of services.

We appreciate this opportunity to continue to provide further professional services to the City. 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.

A handwritten signature in cursive script that reads "Anthony Eagan".

Anthony T. Eagan, P.E.
Managing Engineer

ATE/ojf

BARTON & LOGUIDICE, D.P.C.

A handwritten signature in cursive script that reads "Richard A. Straut".

Richard A. Straut, P.E.
Principal

EXTRACT OF MINUTES

Meeting of the City Council of the

City of Newburgh, in the

County of Orange, New York

November 24, 2014

* * *

A regular meeting of the City Council of the City of Newburgh, in the County of Orange, New York, was held at the City Hall, Newburgh, New York, on November 24, 2014, at _____ o'clock P.M. (Prevailing Time).

There were present: Hon. Judy Kennedy, Mayor; and
Councilpersons:

There were absent:

Also present: Lorene Vitek, City Clerk

* * *

_____ offered the following resolution and moved its
adoption:

RESOLUTION NO. 291 -2014

OF

NOVEMBER 24, 2014

BOND RESOLUTION OF THE CITY OF NEWBURGH, NEW YORK, ADOPTED NOVEMBER 24, 2014, AUTHORIZING THE LIBERTY AND GRAND STREET SEWER IMPROVEMENTS PROJECT IN THE CITY, STATING THE ESTIMATED TOTAL COST THEREOF IS \$2,500,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$2,500,000 BONDS OF SAID CITY TO FINANCE SAID APPROPRIATION.

THE CITY COUNCIL OF THE CITY OF NEWBURGH, IN THE COUNTY OF ORANGE, NEW YORK, HEREBY RESOLVES (by the favorable vote of not less than two-thirds of all the members of said City Council) AS FOLLOWS:

Section 1. Based upon the review of this action by the City Engineer of the City of Newburgh, in the County of Orange, New York (herein called the "City"), the City Council hereby determines that the specific object or purpose authorized to be financed pursuant to this resolution constitutes a Type II Action pursuant to the State Environmental Quality Review Act (Article 8 of the Environmental Conservation Law) ("SEQRA") and requires no further proceedings under SEQRA.

Section 2. The City of Newburgh, in the County of Orange, New York (herein called the "City"), is hereby authorized to finance the cost of the Liberty and Grand Street Sewer Improvements Project, comprised of repairs, reconstruction, replacement and separation of the sewers tributary to Combined Sewer Overflow Regulator # 008 and located along Liberty Street, Grand Street, Montgomery Street and Clinton Street in between Broad Street and South Street, all as more particularly described in the engineering report dated March 2014 and prepared by Barton & Loguidice, D.P.C. The estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and to the financing thereof, is \$2,500,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of not to exceed \$2,500,000 bonds of the City to finance said appropriation and the levy and collection of taxes on all the taxable real property in the City to pay the principal of said bonds and the interest thereon as the same shall become due and payable, with the expectation that any grant funds received by the City from the New York State Environmental Facilities Corporation shall be used to pay a part of the cost of the project or to pay debt service on bonds or notes issued to finance the project or shall be budgeted as an offset to such taxes to be levied and collected.

Section 2. Bonds of the City in the aggregate principal amount of \$2,500,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called "Law"), to finance the appropriation referred to herein.

Section 3. The period of probable usefulness of the specific object or purpose for which said \$2,500,000 bonds herein authorized are to be issued, within the limitations of Section 11.00 a. 4 of the Law, is forty (40) years.

Section 4. The proceeds of the bonds herein authorized and any bond anticipation notes issued in anticipation of said bonds may be applied to reimburse the City for expenditures made after the effective date of this resolution for the purpose or purposes for which said bonds are authorized. The foregoing statement of intent with respect to reimbursement is made in conformity with Treasury Regulation Section 1.150-2 of the United States Treasury Department.

Section 5. Each of the bonds authorized by this resolution and any bond anticipation notes issued in anticipation of the sale of said bonds shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds and any notes issued in anticipation of said bonds shall be general obligations of the City, payable as to both principal and interest by general tax upon all the taxable real property within the City. The faith and credit of the City are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds and provision shall be made annually in the budget of the City by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 6. Subject to the provisions of this resolution and of the Law and pursuant to the provisions of Section 21.00 relative to the authorization of the issuance of bonds with substantially level or declining annual debt service, Section 30.00 relative to the authorization of the issuance of bond anticipation notes and Section 50.00 and Sections 56.00 to 60.00 and 168.00 of the Law, the powers and duties of the City Council relative to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, and relative to executing

agreements for credit enhancement, are hereby delegated to the Comptroller/Director of Finance, the chief fiscal officer of the City.

Section 7. Pursuant to the provisions of section 16 of Chapter 223 of the New York Laws of 2010, the City is authorized to include in this resolution the following pledge and agreement of the State of New York (herein called the "State") contained in said Section 16:

“The state does hereby pledge to and agree with the holders of any bonds, notes or other obligations issued by the city during the effective period of this act and secured by such a pledge that the state will not limit, alter or impair the rights hereby vested in the city to fulfill the terms of any agreements made with such holders pursuant to this act, or in any way impair the rights and remedies of such holders or the security for such bonds, notes or other obligations until such bonds, notes or other obligations together with the interest thereon and all costs and expenses in connection with any action or proceeding by or on behalf of such holders, are fully paid and discharged.”

Section 8. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

- (a) such obligations are authorized for an object or purpose for which the City is not authorized to expend money, or
- (b) the provisions of law which should be complied with at the date of the publication of such resolution or a summary hereof, are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- (c) such obligations are authorized in violation of the provisions of the constitution.

Section 9. This Bond Resolution shall take effect immediately, and the City Clerk is hereby authorized and directed to publish the foregoing resolution, in summary, together with a Notice attached in substantially the form prescribed by §81.00 of the Law in "*The Sentinel*," "*The Mid Hudson Times*," and "*The Hudson Valley Press*," three newspapers each having a general circulation in the City and hereby designated the official newspapers of said City for such publication.

The adoption of the foregoing resolution was seconded by

_____ and duly put to a vote on roll call, which resulted as follows:

AYES:

NOES:

The resolution was declared adopted.

CERTIFICATE

I, LORENE VITEK, City Clerk of the City of Newburgh, in the County of Orange, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the City Council of said City of Newburgh duly called and held on November 24, 2014, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said City Council and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said City of Newburgh this _____ day of November, 2014.

(SEAL)

City Clerk

(THE FOLLOWING NOTICE IS TO BE ATTACHED TO AND
TO BE PUBLISHED
WITH SUMMARY OF RESOLUTION AFTER ADOPTION)

NOTICE

The resolution, summary of which is published herewith, has been adopted on November 24, 2014, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the CITY OF NEWBURGH, in the County of Orange, New York, is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this Notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the publication of this Notice, or such obligations were authorized in violation of the provisions of the constitution.

LORENE VITEK
City Clerk

RESOLUTION NO. _____ OF 2014

BOND RESOLUTION DATED NOVEMBER 24, 2014

BOND RESOLUTION OF THE CITY OF NEWBURGH, NEW YORK, ADOPTED NOVEMBER 24, 2014, AUTHORIZING THE LIBERTY AND GRAND STREET SEWER IMPROVEMENTS PROJECT IN THE CITY, STATING THE ESTIMATED TOTAL COST THEREOF IS \$2,500,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$2,500,000 BONDS OF SAID CITY TO FINANCE SAID APPROPRIATION.

object or purpose: to finance the cost of the Liberty and Grand Street Sewer Improvements Project, comprised of repairs, reconstruction, replacement and separation of the sewers tributary to Combined Sewer Overflow Regulator # 008 and located along Liberty Street, Grand Street, Montgomery Street and Clinton Street in between Broad Street and South Street, all as more particularly described in the engineering report dated March 2014 and prepared by Barton & Loguidice, D.P.C, at the estimated maximum cost of \$2,500,000

period of probable usefulness: forty (40) years

amount of obligations to be issued: \$2,500,000

A complete copy of the Bond Resolution summarized above shall be available for public inspection during normal business hours at the office of the City Clerk, in Newburgh, New York.

Dated: November 24, 2014
Newburgh, New York

RESOLUTION NO.: 292 - 2014

OF

NOVEMBER 24, 2014

**A RESOLUTION AUTHORIZING THE EXTENSION OF TIME
TO CLOSE TITLE ON THE PROPERTY LOCATED AT
288 GRAND STREET (SECTION 10, BLOCK 2, LOT 26)
SOLD AT PRIVATE SALE TO GREGORY NATO**

WHEREAS, this Council, by Resolution No.: 114-2014 of April 28, 2014, approved the sale of 288 Grand Street, being more accurately described as Section 10, Block 2, Lot 26 on the official tax map of the City of Newburgh, to Gregory Nato, and further authorized the execution of a deed to the purchaser at Private Sale; and

WHEREAS, the City Manager has granted the sixty (60) day allotted extension to close title on said premises on or before August 31, 2014; and

WHEREAS, this Council, by Resolution No.: 216-2014 of September 8, 2014 authorized an extension of time to close until September 30, 2014 due to outstanding title issues which were resolved; and

WHEREAS, the purchaser has requested further extension of time to close until December 31, 2014 in order to remove and remediate petroleum storage tanks located in the basement of the property; and

WHEREAS, this Council has determined that granting the requested extension to complete the tank removal and remediation would be in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that an extension of time to close title on 288 Grand Street (Section 10, Block 2, Lot 26) be and is hereby granted until December 31, 2014.

RESOLUTION NO.: 293 - 2014

OF

NOVEMBER 24, 2014

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH, NEW YORK
SUPPORTING THE FILING OF A GRANT APPLICATION
WITH THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
FOR THE SECOND ROUND OF PROMISE ZONES DESIGNATION**

WHEREAS, the Promise Zones initiative seeks to revitalize high-poverty communities across the country by creating jobs, increasing economic activity, improving educational opportunities, reducing serious and violent crime, leveraging private capital, and assisting local leaders in navigating federal programs; and

WHEREAS, President Obama, in his 2013 State of the Union address, announced that he would designate 20 Promise Zones nationwide: urban, rural, and tribal communities where the Administration would partner with local leaders to create jobs, increase economic activity, improve educational opportunities, and reduce violent crime; and

WHEREAS, Five AmeriCorps VISTA members will be deployed to each of the Promise Zones to build the capacity of the Promise Zones designees to work with federal agencies, coordinate key stakeholders, and create programs that address the community's needs; and

WHEREAS, the Obama Administration has invited a new round of eligible applicants to apply for a Promise Zone Designation; and

WHEREAS, the City Council of the City of Newburgh believes that supporting the grant application is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York does hereby support the filing of a grant application to the U.S. Department of Housing and Urban Development for the Second Round of Promise Zones Designation.

RESOLUTION NO.: 294 - 2014

OF

NOVEMBER 24, 2014

**RESOLUTION TO ACCEPT GRANT FUNDS AWARDED TO THE
TOWN OF WOODBURY UNDER THE FY2014 TACTICAL TEAM GRANT PROGRAM
AND TO ENTER INTO AN INTER-MUNICIPAL AGREEMENT WITH
THE TOWN OF WOODBURY, THE TOWN OF NEWBURGH AND
THE CITY OF NEWBURGH FOR A REGIONAL PARTNERSHIP
FOR POLICE TACTICAL TEAM COOPERATION**

WHEREAS, the Town of Woodbury has been awarded \$100,000.00 in federal funding under the FY2014 Tactical Team Grant Program through the U.S. Department of Homeland Security's State Homeland Security Grant Program for the period of October 16, 2014 through August 31, 2016; and

WHEREAS, the funding is provided to improve and develop tactical team capabilities through equipment, training, exercise, and planning projects that support counter terrorism missions as well as attainment of the New York State Division of Criminal Justice Services SWAT Team Standards; and

WHEREAS, the City of Newburgh wishes to enter into an Inter-Municipal Agreement, a copy of which is attached hereto and made a part hereof, with the Town of Woodbury and the Town of Newburgh for a Regional Partnership for Police Tactical Team Cooperation; and

WHEREAS, this Council has determined that the City's participation in such program is in the best interests of the City of Newburgh and will enhance law enforcement in the City of Newburgh and in surrounding local municipalities;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized accept grant funds awarded to the Town of Woodbury under the FY 2014 Tactical Team Grant Program and to enter into an Inter-Municipal Agreement with the Town of Woodbury, The Town of Newburgh and the City of Newburgh for a Regional Partnership for Police Tactical Team Cooperation; and to execute all necessary documents to receive and comply with the terms of such grant and to carry out the program funded thereby.

RESOLUTION NO.: 295 - 2014

OF

NOVEMBER 24, 2014

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT A GRANT AND ENTER INTO A CONTRACT WITH THE
NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES
IN CONNECTION WITH THE 2014 BYRNE MEMORIAL JUSTICE ASSISTANCE
GRANT PROGRAM**

WHEREAS, the Justice Assistance Grant (“JAG”) Program provides funds for various law enforcement agencies throughout the State of New York; and

WHEREAS, the City of Newburgh wishes to apply for the 2014 Byrne Memorial JAG, which provides funds for various important law enforcement functions as provided by the terms of the award including but not limited to street surveillance cameras, undercover vehicle availability, unmarked patrol vehicles, acquisition of an evidence management system, upgrade to the Live Scan fingerprinting system and related database compilation and access, technology and equipment, record-keeping, training and the enhancement of other important police functions; and

WHEREAS, funding in the amount of \$17,500.00 has been set aside from the 2014 Local JAG Award for the City of Newburgh; and the Police Department wishes to utilize the funds as follows:

- Network cameras and camera licenses;
- Equipment Rack and Power Distribution; and
- Installation, termination and testing of network cabling; and

WHEREAS, no City match of dollars or in-kind services is required; and

WHEREAS, this Council has determined that such grant 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 City Manager be and he is hereby authorized to accept a grant and enter into a contract with the New York State Division of Criminal Justice Services in connection with the 2014 Byrne Memorial Justice Assistance Grant Program Award to receive funds through the County of Orange under the terms of the grant program.

RESOLUTION NO.: 296 - 2014

OF

NOVEMBER 24, 2014

RESOLUTION SCHEDULING A PUBLIC HEARING
FOR DECEMBER 15, 2014 TO HEAR PUBLIC COMMENT
CONCERNING A LOCAL LAW ADDING CHAPTER 276 ENTITLED
“TOBACCO” TO THE CODE OF ORDINANCES
OF THE CITY OF NEWBURGH

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning “A Local Law Adding Chapter 276 entitled ‘Tobacco’ and Enacting Article I entitled ‘Tobacco Retail License’ and Article II entitled ‘Sale to Persons under Age 19’ to the Code of Ordinances of the City of Newburgh”; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 15th day of December, 2014, in the 3rd Floor Council Chambers, 83 Broadway, City Hall, Newburgh, New York.

LOCAL LAW NO.: _____ - 2014

OF

**A LOCAL LAW ADDING CHAPTER 276 OF THE CODE OF ORDINANCES
OF THE CITY OF NEWBURGH ENTITLED “TOBACCO” AND ENACTING ARTICLE I
ENTITLED “TOBACCO RETAIL LICENSE” AND ARTICLE II ENTITLED “SALE TO
PERSONS UNDER AGE 19”**

BE IT ENACTED, by the Council of the City of Newburgh, New York that Chapter 276 “Tobacco” be and is hereby added as follows:

SECTION 1 - TITLE

This Local Law shall be referred to as “A Local Law Adding Chapter 276 entitled ‘Tobacco’ and Enacting Article I entitled ‘Tobacco Retail License’ and Article II entitled ‘Sale to Persons under Age 19’ to the Code of Ordinances of the City of Newburgh”.

SECTION 2 - PURPOSE AND INTENT

WHEREAS, tobacco use is the foremost preventable cause of premature death in the United States, and according to the 2014 Surgeon General Report, causes over 480,000 deaths in the United States each year; and

WHEREAS, tobacco companies sell products that are addictive and inherently dangerous, causing cancer, heart disease, and other serious illnesses; and

WHEREAS, the City of Newburgh has a substantial interest in reducing the number of individuals of all ages who use cigarettes and other tobacco products, and a particular interest in protecting adolescents from tobacco dependence and the illnesses and premature death associated with tobacco use; and

WHEREAS, an overwhelming majority of Americans who use tobacco products begin using such products while they are adolescents and become addicted to those products before reaching the age of 18 and the 2014 Surgeon General Report states that more than 3,200 young people under the age of 19 smoke their first cigarette each day in the United States; and

WHEREAS, the prevention of adolescent tobacco product use is detailed in Article 13-F of the New York State Public Health Law, known as the Adolescent Tobacco Use Prevention Act (ATUPA) which expressly prohibits the sale of tobacco products to minors; and

WHEREAS, although it is unlawful to sell tobacco products to minors, New York State Department of Health, The New York Youth Tobacco Survey 2008 finds that 8.4% middle school and 28% of high school students in the Hudson Valley Area who use cigarettes report that they usually purchase their cigarettes from a retail store; and

WHEREAS, research has found that higher tobacco retail outlet density is significantly associated with higher rates of youth smoking initiation and experimentation; and

WHEREAS, The New York State Tobacco Control Evaluation Program Tobacco Retail Outlet Density by Proximity to Schools and in Low Income Areas Orange County, New York Findings, a report by the Department of Health Behavior, Division of Cancer Prevention and Population Sciences, at Roswell Park Cancer Institute found that in 2012 of the 319 validated tobacco retail outlets located in Orange County, 110 or 34.5% are located in the Newburgh area and in Orange County, 16.3% (n=52 of 319) are located within a distance of 1,000 feet of a school; and

WHEREAS, research shows that a high concentration of tobacco outlets near schools provides our most vulnerable populations with ready access to tobacco and increases their exposure to tobacco retail marketing, which may increase their uptake of tobacco usage and creates an environment that promotes the social acceptability of tobacco use; and

WHEREAS, City of Newburgh has a substantial and important interest in reducing the illegal sale of tobacco products to minors; and

WHEREAS, studies have found a higher prevalence of current smoking at schools with more tobacco outlets within walking distance, and researchers suggest that limiting the proximity of tobacco outlets to schools may be an effective strategy to reduce youth smoking rates; and

WHEREAS, licensing laws in other communities have been effective in reducing the number of illegal tobacco sales to minors; and

WHEREAS, restricting the number and the location of tobacco retailers and the associated marketing of tobacco products within those retail stores in the City is necessary to protect the public health, safety, and welfare of our youth; and

WHEREAS, a local licensing system for tobacco retailers is necessary and appropriate to protect the public health, safety, and welfare of our residents, particularly children, and will help ensure that retailers comply with the ATUPA, other tobacco control laws, and the business standards of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED THAT, it is the intent of the City of Newburgh to implement effective measures through this Chapter to reduce the number of its tobacco retail outlets, regulate the location of its tobacco retail outlets, stop the sale of tobacco products to its youth, prevent the sale or distribution of contraband tobacco products in Newburgh, and facilitate the enforcement of tax laws and other applicable laws relating to tobacco products.

SECTION 3 - AMENDMENT

The Code of Ordinances of the City of Newburgh is hereby amended to add new Chapter 276 entitled “Tobacco”, Article I entitled “Tobacco License” and Article II entitled “Sale to Persons under Age 19” to read as follows:

ARTICLE I. TOBACCO LICENSE

§ 276-1 Definitions.

As used in this Chapter, the following terms shall have the meanings indicated:

ADMINISTRATIVE HEARING means a hearing by the City Manager or his designee.

ADULT-ONLY ESTABLISHMENT means a facility where the operator ensures or has a reasonable basis to believe (such as checking identification of any person appearing to be under the age of 26) that no person under the age of 21 is permitted entrance.

AGE-VERIFIED CUSTOMER means any individual who has presented a driver’s license or other photographic identification card issued by a government entity or educational institution indicating that the individual is of Legal Age. Such identification need not be required of any individual who reasonably appears to be at least twenty-five years of age, provided however that such appearance shall not constitute a defense in any proceeding alleging a violation of this Chapter. It shall be an affirmative defense to a violation of this Chapter that the Tobacco Retailer successfully performed a Transaction Scan of an individual’s identification as defined by New York Public Health Law Section 1399-cc and that a Tobacco Product or Tobacco-Related Product was provided to such individual in reasonable reliance upon such identification and transaction scan.

APPLICANT means an individual, partnership, limited liability company, corporation, or other business entity seeking a Tobacco Retail License.

CITY CLERK means the City Clerk or Deputy City Clerk.

FIRE DEPARTMENT means the City of Newburgh Fire Department including the Bureau of Fire Prevention and the Bureau of Code Compliance

LEGAL AGE means the minimum age at which individuals are permitted to legally purchase tobacco products or tobacco-related products in the City of Newburgh.

NEW TOBACCO RETAIL LICENSE means any Tobacco Retail License that is not a Renewed Tobacco Retail License.

PERSON means any natural person, company, corporation, firm, partnership, business, organization, or other legal entity.

POLICE DEPARTMENT means the City of Newburgh Police Department.

RENEWED TOBACCO RETAIL LICENSE means a Tobacco Retail License issued to an Applicant for the same location at which the Applicant possessed a valid Tobacco Retail License during the previous year.

SCHOOL means a public or private pre-kindergarten, kindergarten, elementary, middle, junior high or high school or alternative school.

TOBACCO PRODUCT or TOBACCO-RELATED PRODUCT means any manufactured product containing tobacco or nicotine, including but not limited to cigarettes, cigars, pipe tobacco, snuff, chewing tobacco, dipping tobacco, bidis, snus, shisha, powdered and/or dissolvable tobacco products, liquid nicotine and electronic cigarette cartridges, whether packaged or not; any packaging that indicates it might contain any substance containing tobacco or nicotine; or any object utilized for the purpose of smoking or inhaling tobacco or nicotine products. However, "Tobacco Product" or "Tobacco-Related Product" does not include any product that has been approved by the U.S. Food and Drug Administration, pursuant to its authority over drugs and devices, for sale as a tobacco use cessation product or for other medical purposes and is being marketed and sold solely for that approved purpose.

TOBACCO RETAILER means any Person who sells or offers for sale any Tobacco Product or Tobacco-Related Product or any employee of such a Person.

TOBACCO RETAIL LICENSE means a license issued by the City Clerk to a Person to engage in the retail sale of Tobacco Products or Tobacco-Related Products in the City of Newburgh.

§ 276-2 Tobacco Retail License

A. Starting March 1, 2015, no Person shall sell, offer for sale, or permit the sale of Tobacco Products or Tobacco-Related Products to consumers in the City of Newburgh, without a valid Tobacco Retail License issued by the City Clerk. A Tobacco Retail License is not required for a wholesale dealer who sells Tobacco Products or Tobacco-Related Products to retail dealers for the purpose of resale only and does not sell any Tobacco Products or Tobacco-Related Products directly to consumers.

B. All Tobacco Retail Licenses issued pursuant to this section are nontransferable and non-assignable and are valid only for the Applicant and the specific address indicated on the Tobacco Retail License. A separate Tobacco Retail License is required for each address at which Tobacco and Tobacco-Related Products are sold or offered for sale. Any change in business ownership or business address requires a new Tobacco Retail License.

C. All Tobacco Retail Licenses issued pursuant to this section are valid for no more than one year and expire on February 28 following the effective date of the Tobacco Retail License. As set forth in Section 276-8, a Tobacco Retail License may be revoked by the Police Department prior to its expiration date for cause.

D. Applications for a New Tobacco Retail License shall be made on a form specified by the City Clerk, at least 30 days prior to March 1, 2015. The City Clerk may require such forms to be signed and verified by the Applicant or an authorized agent thereof.

E. Applications for a Renewed Tobacco Retail License shall be made on a form specified by the City Clerk at least 30 days prior to the expiration of the current license. The City Clerk may require such forms to be signed and verified by the Applicant or an authorized agent thereof.

F. Applications for a new or renewed Tobacco Retail License shall be accompanied by the fee set forth in Section 276-7.

G. The issuance of any Tobacco Retail License pursuant to this Chapter is done in the discretion of the City of Newburgh and shall not confer upon licensee any property rights in the continued possession of such a license.

§ 276-3 Issuance of Licenses

A. Upon the receipt of a completed application for a New or Renewed Tobacco Retail License and the fee required by Section 276-7, the Police Department and the Fire Department upon the showing of proper credentials and in the discharge of his duties, may enter to inspect the location at which tobacco sales are to be permitted. The Police Department also may ask the Applicant to provide additional information that is reasonably related to the determination of whether a license may issue.

B. At the request of the Fire Department, the Corporation Counsel is authorized to make application to the City Court of the City of Newburgh or any other court of competent jurisdiction for the issuance of a search warrant to be executed by a police officer in order to conduct an inspection of any premises believed to be subject to this chapter. The municipal officer may seek a search warrant whenever the owner, managing agent, or occupant fails to allow inspections of any dwelling unit contained in the rental property where there is a reasonable cause to believe that there is a violation of this chapter, the New York Uniformed Fire Prevention Building Code Act, or of any code of the City of Newburgh or any applicable fire code.

C. No Tobacco Retail License shall be issued by the City Clerk to an Applicant if one or more of the following bases for denial exists:

- (1) The information presented in the application is incomplete, inaccurate, false, or misleading;
- (2) The fee for the application has not been paid as required;

- (3) The Applicant does not possess a valid certificate of registration as a tobacco retail dealer from the New York State Department of Taxation and Finance at the location for which an application is requested;
- (4) The Applicant seeks a New Tobacco Retail License at a location for which this Chapter prohibits the issuance of a New Tobacco Retail License;
- (5) The Applicant has previously had a Tobacco Retail License issued under this Chapter revoked;
- (6) A Tobacco Retail License issued under this Chapter for the same address or location previously has been revoked;
- (7) The Applicant has been found by a court of law or administrative body to have violated any federal, state or local laws pertaining to (a) trafficking in contraband Tobacco Products or illegal drugs; (b) the payment or collection of taxes on Tobacco Products; (c) the display of Tobacco Products or of health warnings pertaining to Tobacco Products; or (d) the sale of Tobacco Products;
- (8) The Applicant is not in compliance with all applicable New York State Uniform Building Code, Fire Prevention Code, Property Maintenance Code, Electrical Code and Plumbing Code and the Code of Ordinances of the City of Newburgh; and
- (9) The Applicant has not paid to the City of Newburgh outstanding fees, fines, penalties, or other charges owed to the City of Newburgh.

§ 276-4 Limitation on Number of Licenses Issued

A. In the first year subsequent to the effective date of this Chapter, a Tobacco Retail License shall only be issued to an Applicant for the same location at which the Applicant possessed a valid certificate of registration as a tobacco retail dealer from the New York State Department of Taxation and Finance 180 days prior to the effective date of this Chapter.

B. Except for the first year subsequent to the effective date of this Chapter, the total number of New and Renewed Tobacco Retail Licenses issued by the City Clerk in a given year shall not exceed the number of Tobacco Retail Licenses that were issued in the previous year.

C. Starting on March 1, 2016, the City Clerk shall issue only one New Tobacco Retail License for every two Tobacco Retail Licenses that were revoked during the previous year or for which no renewal application was submitted.

D. Whenever the number of valid applications for a New Tobacco Retail License exceeds the number of New Tobacco Retail Licenses that may be issued under this Section, licenses shall be granted using the following priorities:

- (1) New Tobacco Retail Licenses shall be granted, first, to any Applicant who will sell Tobacco Products or Tobacco-Related Products at an Adult-Only Facility.
- (2) New Tobacco Retail Licenses shall be granted, second, to any Applicant that held a valid Tobacco Retail License in the prior year for an establishment within 1,000 feet of the nearest property line of a school and who is not seeking renewal of that license. If there are more valid applications from such Applicants for New Tobacco Retail Licenses than the number of available New Tobacco Retail Licenses, the New Tobacco Retail Licenses shall be granted to those Applicants by lottery.
- (3) Any remaining available New Tobacco Retail Licenses shall be granted to eligible Applicants by lottery.

§ 276-5 Certain Locations

- A. No Tobacco Retail License shall be issued to any seller of tobacco products or tobacco-related products that is not in a fixed, permanent location.
- B. With the exception of the first year subsequent to effective date of this Local Law, no New Tobacco Retail License shall be issued to any establishment within 1,000 feet of the nearest point of the property line of a School.

§ 276-6 Required License Display

- A. Any Tobacco Retail License issued pursuant to this Local Law shall be displayed prominently at the location where the Tobacco Products or Tobacco-Related Products are sold so that it is readily visible to customers.
- B. Selling, offering for sale, or permitting the sale of any Tobacco Product or Tobacco-Related Product without a valid Tobacco Retail License displayed in accordance with Section 276-6(A) constitutes a violation of this Local Law.

§ 276-7 Required Fee

- A. Each application for a New or Renewed Tobacco Retail License shall be accompanied by a fee as set forth in Chapter 163 “Fees” of the Code of Ordinances of the City of Newburgh.
- B. Starting two years after the effective date of this Chapter, the City Council may, on an annual basis, modify the fee required pursuant to Section 276-7(A). The fee shall be calculated so as to recover the cost of administration and enforcement of this Chapter, including, for example, issuing a license, administering the license program, retailer education, retailer inspection and compliance checks, documentation of violations, and prosecution of violators, but shall not exceed the cost of the regulatory program authorized by this Chapter. All fees and interest upon proceeds of fees shall be used exclusively to fund the program. Fees are nonrefundable except as may be required by law.

§ 276-8 Revocation or Suspension of Licenses

Any Person who is found to be in violation of the terms and conditions of this Local Law or for violation of any federal, state, or local law or regulation pertaining to (a) the display of Tobacco Products or Tobacco-Related Products or of health warnings pertaining to Tobacco Products or Tobacco-Related Products, or (b) the sale of Tobacco Products or Tobacco-Related Products shall have their City of Newburgh License suspended for up to 3 months for a first offense, 6 months for a second offense, or revoked for a third offense, after notice and an opportunity to be heard at an administrative hearing before the City Manager or his designee.

§ 276-9 Violations and Enforcement

A. The Police Department shall enforce the provisions of this Chapter. The Police Department and the Fire Department may conduct periodic inspections in order to ensure compliance with this Chapter. Nothing in this Chapter shall preclude the Fire Department and its Bureau of Fire Prevention and Bureau of Code Compliance from enforcing the New York State Uniform Fire Prevention and Building Code in accordance with all other New York State and local laws, rules and regulations.

B. In addition to the penalties provided for in Section 276-8, any Person found to be in violation of this Chapter shall be guilty, upon conviction, of an offense punishable by a fine of not less than \$500.00 for the first violation; not more than \$1,000 for a second violation; and not more than \$2,000.00 for the third and each subsequent violation within a two-year period or by imprisonment for a period not exceeding 1 year, or by both such fine and imprisonment. Each day on which a violation occurs shall be considered a separate and distinct violation.

ARTICLE II. SALE TO PERSONS UNDER AGE 19

§ 276-10 Prohibitions and proof of age

A. Any person operating a place of business wherein tobacco or tobacco-related products are sold or offered for sale is prohibited from selling such tobacco or tobacco-related products to individuals under nineteen (19) years of age.

B. Sale of such tobacco or tobacco-related products in such places shall be made only to an individual who demonstrates, through a driver's license or other photographic identification card issued by a government entity or educational institution that the individual is at least nineteen (19) years of age. Such identification need not be required of any individual who reasonably appears to be at least twenty (26) years of age, provided, however, that such appearance shall not constitute a defense in any proceeding alleging the sale of tobacco or tobacco-related products to an individual under nineteen (19) years of age.

§ 276-11 Posting of sign

Any person operating a place of business wherein tobacco or tobacco products are sold or offered for sale shall post in a conspicuous place, a sign upon which there shall be imprinted the following statement:

SALE OF CIGARETTES, CIGARS, PIPE TOBACCO, SNUFF, CHEWING TOBACCO, DIPPING TOBACCO, BIDIS, SNUS, SHISHA, POWDERED AND/OR DISSOLVABLE TOBACCO PRODUCTS, LIQUID NICOTINE AND ELECTRONIC CIGARETTE CARTRIDGES TO PERSONS UNDER 19 YEARS OF AGE IS PROHIBITED UNDER PENALTY OF LAW.

Such sign shall be printed on a white card in red capital letters at least $\frac{3}{4}$ inch in height.

§ 276-12 Enforcement; penalties for offenses

A. Any person who shall violate any of the provisions of this Article or fail to comply therewith or who shall violate or fail to comply with any order made thereunder shall be punished as provided in § 276-9 for violation of this Chapter of the Code of Ordinances of the City of Newburgh.

B. The imposition of one penalty for any violation shall not excuse the violation or permit it to continue, and all such persons shall be required to correct or remedy such violations or defects. Each day that prohibited conditions exist shall constitute a separate offense.

C. The application of the above penalty shall not be held to prevent the enforced removal of prohibited conditions.

§ 276-13 Severability

The provisions of this Local Law are declared to be severable, and if any section or subsection of this Chapter is held to be invalid, such invalidity shall not affect the other provisions of this Chapter that can be given effect without the invalidated provision.

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 and shall be effective on March 1, 2015 and upon the filing in the Office of the New York State Secretary of State in accordance with the provisions of New York State Municipal Home Rule Law.

DRAFT

DEBORAH DRESSER
12 Bay View Terrace, Newburgh, New York 12550

Mayor Judy Kennedy
Councilwoman Karen Mejia, Councilwoman Cindy Holmes, Deputy Mayor Regina Angelo,
Councilwoman Gay Lee, Councilwoman Genie Abrams, and Councilman Cedric Brown

City Hall,
83 Broadway
Newburgh, New York 12550

November 3, 2014

Dear Mayor Kennedy and Members of City Council,

I would like to be considered for the Conservation Advisory Committee, filling Mary McTamane's term which ends November 30, 2014.

Since last spring I have been attending the CAC and in particular the Urban Forestry subcommittee meetings as a concerned citizen. Most recently I attended the Tree Inventory Workshop, which taught invaluable tools to future urban forestry planning in our city.

In April 2014, I was my good fortune to take part in the Biodiversity Workshop run by Hudsonia, Lld. mapping the terrain and important environments of Snake Hill and Brown's Pond. That study has culminated in a comprehensive report that will prove useful to stakeholders of economic and environmental development in the city of Newburgh.

During this time, I have become aware of and deeply concerned by the plans for the transportation and refining of crude oil in the Hudson Valley and in particular, the city of the Newburgh/New Windsor. I am a founding member of a citizen's collation that seeks to educate the public of the environmental and medical hazards of these projects. This makes my appointment to the CAC all the more relevant.

Since retiring from full time pastorate at St. George's Church in 2010, I have continued to serve on boards in the city of Newburgh that aim to enrich the cultural and environmental life of our city: Newburgh Chamber Music and Newburgh Heights Association. During this time I also served on a national foundation, the American Friends of the Episcopal Diocese of Jerusalem, which raises funds to support schools and medical facilities in Israel/Palestine and Jordan. While I continue to be committed to this work, my term on that Board has expired leaving me more time and energy to put into local concerns.

I bring to the CAC a passion for the environment, communication and strategy building skills, a comprehensive understanding of the city of Newburgh as well as knowledge of the oil development plans in the Hudson Valley. All this is to say, that I have a desire to serve. I hope you will favorably consider my candidacy.

Sincerely,



Deborah Dresser, BA, MDiv, DMin

cc. Michael G. Ciaravino
Richard Harper