



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 will be given by Peter Smith and Deirdre Glenn regarding a Land Trust Proposal.

*Habr  una Presentaci n por Peter Smith y Deirdre Glenn en referente a la Propuesta del Patronato del Terreno*

- b. 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 presentaci n por Rupco, el Newburgh Community Land Bank y Safe Harbors del Hudson con referencia a la propuesta del Concejal para apoyar la Aplicaci n de Fondos Unidos de Rupco.*

2. Economic and Community Development/Real Estate:  
Desarrollo econ mico y comunitario/bienes ra ces:

- 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 resoluci n del Concejal de la Ciudad de Newburgh, New York apoyando la Aplicaci n de Fondos Unidos de Rupco que ha sido sometida a la Oficina de Viviendas y Divisi n de Renovaci n 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, Recreaci n y Preservaci n Hist rica.*

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 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*

c. Resolution No. 288-2014

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*

d. Resolution No. 289-2014

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 series of new sewer and storm sewers for Liberty, Grand, Clinton and Montgomery Streets under the Liberty Street and Grand Street Combined Sanitary Sewer Improvements Project.

Una resolución autorizando el Gerente de la Ciudad a llevar a cabo un contrato con Barton y Loguidice, P.C. sus servicios profesionales de ingeniería en la cantidad que no exceda \$256,600.00 por el diseño y sus servicios de inspección durante la construcción de una nueva alcantarilla y desagüe de Liberty, Grand, Clinton y la calle Montgomery bajo el Proyecto de Avance de la Combinación de Alcantarillas Sanitarias de las calle Liberty Grand

e. Resolution No. 290-2014

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.

Una Resolución de Fianza de la Ciudad de Newburgh, adoptada el 24 d Noviembre, del 2014, autorizando Los Proyectos de Avance de Alcantarilla de la calle Liberty y Grand, especificando un estimado del costo total a ser \$2, 500,000 tomando propiedad de esa cantidad y autorizando la distribución o publicación de fianzas por la cantidad a no exceder de \$2, 500,000 de la misma Ciudad para costear la enajenación.

4. Grants/Contracts and Agreements / Beas / Contraltos y Convenes

a. Resolution No. 291-2014

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 Nat.

*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. 292-2014

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. 293-2014

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. 294-2014

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 una 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. 295-2014

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. Finance/ Finanzas:

a. Resolución No. 296-2014

A resolution adopting the budget for the fiscal year 2015

*Una resolución para adoptar el Presupuesto para el año fiscal 2015.*

6. 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.*

b. Discussion on Workforce Agreement proposed by Laborers' Local 17

*Discusión sobre un acuerdo de M mano de Obra por los trabajadores local 17*

c. Discussion on Conservation Advisory Council Appointments.

*Discusión de Nombramientos del Consejo Consultivo de Conservación*

7. Executive Session/ Sesión Ejecutiva:

a. Matters pertaining to the appointment of a particular individual.

*Asuntos con respecto al nombramiento de un individuo en particular.*

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 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.: 288 - 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/4<sup>th</sup> 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,

Lee Ecker, PE  
Project Manager

Enclosures  
WSE/cal  
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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/4<sup>th</sup> 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:

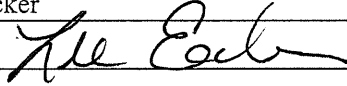
It is anticipated that the construction contract will begin on December 1, 2014 and will be complete by July 31, 2015.

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**

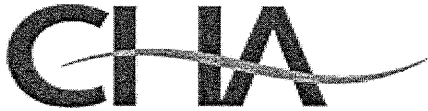
**SCHEDULE**

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/4<sup>th</sup> 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:

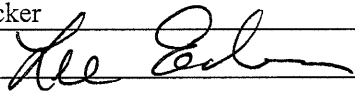
It is anticipated that the construction contract will begin on December 1, 2014 and will be complete by July 31, 2015.

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.

RESOLUTION NO.: 289 - 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  
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## 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  
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- 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





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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.





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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



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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.



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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 &amp; Expense</u>
<b>SUB TOTAL</b>	<b>\$ 276,500</b>
 Preliminary Engineering Report (credit)	 <u><b>\$(19,900) Lump Sum</b></u>
<b>GRAND TOTAL</b>	<b><u>\$256,600</u></b>

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.





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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 black ink that reads 'Anthony Eagan'.

Anthony T. Eagan, P.E.  
Managing Engineer

ATE/ojf

BARTON & LOGUIDICE, D.P.C.

A handwritten signature in black ink 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. 290 -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.: 291 - 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.: 292 - 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.: \_\_\_\_\_293\_\_\_\_\_ - 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.



NEW YORK STATE  
DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES

Andrew M. Cuomo, Governor

Jerome M. Hauer, Ph.D., MHS, Commissioner

October 16, 2014

The Honorable Frank Palermo  
Deputy Supervisor, Woodbury  
511 Route 32  
P.O. Box 1004  
Highland Mills, NY 10930

Dear Mr. Palermo:

I am pleased to announce that the Town of Woodbury has been awarded \$100,000 in federal funding under the FY2014 Tactical Team Grant Program. Funding for this initiative is provided through the U.S. Department of Homeland Security's (DHS) State Homeland Security Grant Program (SHSP). The performance period for this award is October 16, 2014 through August 31, 2016.

As outlined in your application, this funding is provided to improve and develop tactical team capabilities through equipment, training, exercise, and planning projects that support counter terrorism missions in your jurisdiction as well as your team's attainment of the New York State Division of Criminal Justice Services (DCJS) SWAT Team Standards.

Additionally, your application indicated that you were applying as a Regional Partnership with the Town of Newburgh Police Department and the City of Newburgh Police Department for funding. As a condition of that partnership, you must provide an executed Inter-Municipal Agreement to DHSES within 6 months of this letter (if you have not done so already) or funding through this program may be rescinded. Templates for the Inter-Municipal Agreements can be retained by contacting Mark Fettingner of DCJS at [mark.fettingner@dcjs.ny.gov](mailto:mark.fettingner@dcjs.ny.gov).

As a reminder, all capabilities developed through federal FY2014 SHSP funding are required to be deployable regionally and nationally per the Federal Funding Opportunity Announcement. In addition, funding through this grant program is subject to both New York State and federal guidelines and regulations.

A representative from DHSES's Grant Program Administration Unit will be reaching out to your grant point of contact shortly. If you have any questions about this program, please contact Tammy Bernard at (518) 242-5098.

Congratulations on your award and I look forward to working with you to administer this program.

Sincerely,

Jerome M. Hauer, Ph.D., MHS  
Commissioner

cc: Sergeant Kevin Phillips, Town of Woodbury Police Department

## **INTERMUNICIPAL AGREEMENT POLICE TACTICAL TEAM COOPERATION**

This agreement is made this 1<sup>st</sup> day of January, 2015, between the Town of Woodbury, a municipal corporation with its principal place of business at the Town Hall, 511 RT 32 Highland Mills, New York, Town of Newburgh, a municipal corporation with its principle place of business at the Town Hall, 1496 RT 300, Newburgh, New York, and the City of Newburgh, a municipal corporation with its principal place of business at 83 Broadway, Newburgh, New York.

### **RECITALS**

**WHEREAS**, Section 119-o of the General Municipal Law permits municipal corporations to enter into agreements for the performance amongst themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis or for the provision of a joint service; and

**WHEREAS**, the parties hereto have experienced within their jurisdictions a potential need for the joint response of both participants' police tactical teams to deal with certain criminal acts or threats including but not limited to barricaded suspects, hostage takers, or other persons committing violent acts that may be more effectively dealt with through the use of a specially trained tactical team rather than standard police operations.

**NOW THEREFORE**, the parties do mutually agree pursuant to the terms and provisions of this Tactical Team Cooperation Agreement as follows:

### **ARTICLE ONE Purpose of the Agreement**

The purpose of this Agreement is to:

1. Formalize the relationship between the Town of Woodbury Police Department and its TACTICAL RESPONSE UNIT, The Town of Newburgh Police Department and its SWAT TEAM and the City of Newburgh and its SWAT Team, herin referred to as ("Tactical Teams") and the use of the combined tactical team resources;
2. Eliminate the need to follow the formal procedure set forth in GML §209-m to request assistance from the other party in the form of personnel and or equipment;
3. Provide for more efficient utilization of law enforcement resources and services; and
4. Make available to each participating entity, the tactical team resources of the other participating entity in the event of an emergency in accordance with the provisions of this Agreement.

## **ARTICLE TWO**

### **Personnel and Equipment**

Each party agrees that their police department may supply tactical team personnel, equipment and other available resources to the other upon request in the event of an emergency, if their respective police chief, or his designee, deems it appropriate. The number of personnel, if any, and the amount or type of equipment to be dispatched by the responding party shall be determined by that agency's police chief, or his designee.

In furtherance of this Agreement, the parties agree to conduct joint training for all employees participating in tactical team operations, subject to the terms of this Agreement. Such training shall take place at a time and place mutually agreed upon between the parties.

## **ARTICLE THREE**

### **Retained Personnel and Equipment**

Each party agrees that the responding party may hold back sufficient personnel and equipment to provide adequate protection within the territory of the responding party. Should a need for the loaned personnel and equipment arise within the territory of the responding party, then the responding party may recall such personnel and equipment or any part thereof. The responding party shall inform the requesting party of its intent to withdraw from the situation.

## **ARTICLE FOUR**

### **Compensation**

Neither participant, as a requesting party, shall be obligated to compensate the responding party for services rendered by or injuries to the responding party's personnel, or for the use or damage to the responding tactical team's equipment. Specifically, and without limiting the foregoing, the requesting party shall have no obligation for payment of wages or withholding for unemployment, workers compensation, or for the payment of any other benefits to the personnel of the responding party. Each participant hereto hereby expressly waives all claims of whatever type or nature, except for gross negligence, against the other and its personnel, which may arise out of the performance of this Agreement.

## **ARTICLE FIVE**

### **Control of Personnel and Equipment**

The Incident Commander of the requesting party shall be in command of the operation(s) under which the equipment and personnel sent by the responding party shall serve; provided that the responding personnel and equipment shall be under the immediate supervision of the Team Commander in charge of the responding team. Command, however, may be relinquished to a ranking or senior officer of the party rendering assistance under the terms of this Agreement.

## **ARTICLE SIX**

### **Privileges and Immunities**

To the extent permitted by law, all the powers, duties, rights, privileges and immunities from liability which surround the activities of any participating tactical team or agency when performing its functions within the public agency's territorial limits shall apply to the activities of that agency's tactical team while furnishing tactical assistance outside its territorial limits under the terms of this Agreement.

Specifically, pursuant to sections §119-n(c) and § 119-o GML, police officers assisting another local government outside their normal geographical area of employment shall have all powers and authority of law enforcement officers in such other jurisdiction as provided by law, including the power of arrest.

## **ARTICLE SEVEN**

### **Line of Duty Death or Injury**

The effect of the death, injury or disability of any officer who is killed, injured or disabled outside the territorial limits of either participating entity while in the performance of this agreement, shall be the same as if they were killed, injured or were to become disabled while that officer was functioning within its own territorial limits, and such injury or death shall be considered to be in the line of duty.

## **ARTICLE EIGHT**

### **Liability and Indemnification**

Neither party shall incur any liability or responsibility for the failure to respond to any request for assistance made pursuant to this Agreement. This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action whatsoever hereunder for any cause whatsoever.

Neither party shall be required to indemnify the other for any claim arising out of participating under this Agreement. Each party shall be responsible for defending its own respective entity in any action or dispute that arises in connection with or as a result of this Agreement and that each party will be responsible for bearing their own costs, damages, losses, expenses and attorney fees. Each party shall be obligated to notify the other of any claims or lawsuits received arising out of tactical team operations.

## **ARTICLE NINE**

### **Administration**

It is the intention of the participants that no separate legal entity is created by this Agreement to carry out its provisions. To the extent this Agreement requires administration other than as set forth herein, it shall be administered by the governing bodies or an appointee of the governing bodies hereto acting as a joint board. No real or personal property shall be acquired by the participants because of this Agreement.

Each party shall have equal access to the records created by the other party related to incidents responded to under this Agreement.

## **ARTICLE TEN**

### **Compliance with Laws**

Each participant agrees that each will comply with all applicable, federal, state and local laws, rules and regulations applicable to the respective entities and employees in connection with the performance of this Agreement.

## **ARTICLE ELEVEN**

### **Approval, Duration and Termination**

1. This Agreement shall not be effective until approved by a majority vote, as required by section 119-o of the General Municipal Law, of the governing body of each party.
2. This agreement may be changed, modified or amended by written agreement of the participants, subject to the requirements of paragraph 1 of this Article.
3. This agreement shall terminate on January 1, 2020. The terms herein shall continue, however, until both legislative bodies have held their annual organizational meetings. At such meetings, this agreement shall be considered for renewal, and if approved by each legislative body, such renewal shall be made effective October 1, 2019. Either party may terminate any rights and obligations under this Agreement at any time by giving thirty days written notice of its intent to withdraw from this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement the date and year above written.

**TOWN OF WOODBURY**

**TOWN OF NEWBURGH**

By: \_\_\_\_\_  
**Frank Palermo- Supervisor**

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

**CITY OF NEWBURGH**

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

RESOLUTION NO.: 294 - 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.: 295 - 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 15<sup>th</sup> day of December, 2014, in the 3<sup>rd</sup> Floor Council Chambers, 83 Broadway, City Hall, Newburgh, New York.

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

OF

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**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

RESOLUTION NO.: 296 - 2014

OF

NOVEMBER 24, 2014

**A RESOLUTION ADOPTING THE BUDGET  
FOR THE FISCAL YEAR 2015**

**WHEREAS**, the City Manager, on October 14, 2014, submitted to the City Council of the City of Newburgh, New York, a detailed estimate, including the “Manager’s Proposed Fiscal Year 2015 Budget” and the “Manager’s Proposed Personnel Analysis Book” of same date, of revenues and expenditures necessary and proper for all municipal activities accounted for in the General, Water, Sewer, Sanitation and Self-Insurance Funds during the fiscal year of 2015; and

**WHEREAS**, such detailed estimates has been filed in the City Clerk’s Office as required by the Charter of the City of Newburgh so that said estimates may be inspected by anyone interested, and a public hearing was held on November 10, 2014 in reference to said estimates for any item thereof; and

**WHEREAS**, the Council has made such changes, alteration, corrections and amendments to the said budget as it appears to said Council to be proper, including incorporating such changes as deemed necessary in response to the New York State Office of the State Comptroller’s budget review report #B6-14-25 dated November 14, 2014.i

**NOW, THEREFORE, BE IT RESOLVED**, that the Council of the City of Newburgh, New York does hereby approve, determine and adopts the budget for the year 2015 as appears in the annexed “City Council Adopted Fiscal Year 2015 Budget” on November 24, 2014; and

**BE IT FURTHER RESOLVED**, that the sum of \$19,587,564 be levied and raised on account of City taxes for the year 2015 on all the taxable property in the City of Newburgh according to the valuation of the last assessment roll of said City for State, County and City purposes, being \$527,693,979 for Homestead Properties and \$366,709,467 for Non-Homestead Properties, including special franchise assessments, in accordance with the Real Property Tax Law of the State of New York; and

**BE IT FURTHER RESOLVED**, that the City Collector is authorized and directed to cause said amount of \$19,587,564 to be extended and apportioned on said assessment roll at \$19.3546 for Homestead properties and \$25.5631 for Non-Homestead Properties on every \$1,000 of taxable real property, including special franchise assessments; and

**BE IT FURTHER RESOLVED**, that the required sewer, water and sanitation fees for the taxable and non-taxable properties for the year 2015 is as set forth in Section 163-1 of the City Code of Ordinances; and

**BE IT FURTHER RESOLVED**, that the City Collector is authorized and directed to cause any and all amounts reported as omitted taxes to be levied against the real property subject to said omitted taxes and to cause the amounts reported by the City Collector as overdue and unpaid water rents, sewer rents and sanitation user fees, and unpaid charges of property abatement, with the interest and penalties thereon, to be added to the tax levied against the real property for which or in connection with which such water, sewer and sanitation was provided; and

**BE IT FURTHER RESOLVED**, that said City tax roll shall be delivered to the City Collector on the 2nd day of January 2015, signed by the City Manager and under the seal of the City, directing and commanding said City Collector to receive and collect in the manner provided by the law for the levying and collecting of County taxes by City Collectors, these several amounts in the roll specified as against the persons or property therein mentioned and described, and that said warrant shall direct the City Collector to collect said assessments in four equal installments as follows:

The first installment commencing on the 2nd day of January 2015, and collect up to and including the 6th day of February 2015, without fees, and to add 5% from the 7th day of February 2015, up to and including the 1st day of April 2015.

The second installment commencing on the 1st day of March 2015, and collect up to and including the 6th day of April 2015, without fees, and to add 5% from the 7th day of April 2015, up to and including the 1st day of June 2015.

The third installment commencing on the 1st day of May 2015, and collect up to and including the 5th day of June 2015, without fees, and to add 5% from the 6th day of June 2015, up to and including the 30th day of July, 2015.

The fourth installment commencing on the 1st day of July 2015, and collect up to and including the 7th day of August 2015, without fees, and to add 5% from the 8th day of August 2015, up to and including the 1st day of October, 2015.

In addition thereto, for all late payments remaining unpaid for ninety (90) days after the first date designated for the collection of same, there shall be added an additional penalty in the amount of 10% per annum computed from said first date of collection; and

**BE IT FURTHER RESOLVED**, that the amounts, when collected, be deposited daily with the Key Bank of NY, N.A., Chase, TD Bank, Sterling National Bank, or in any of the said banks in compliance with the requirements set forth in the Newburgh Fiscal Recovery Act by said City Comptroller and credited and applied to the several respective funds and accounts as stated in the Adopted Budget for taxes now confirmed and approved by said City Council, including credit balances heretofore appropriated.

**COMMUNITY WORKFORCE AGREEMENT**

**BETWEEN**

**CITY OF NEWBURGH, NEW YORK**

**AND**

**LABORERS' INTERNATIONAL UNION OF NORTH AMERICA**

**LOCAL NO. 17**

**DRAFT**

## ARTICLE 1

### SECTION 1. RECITALS

For several decades the City of Newburgh and The Hudson Valley Building and Construction Trades Council and specifically The Laborers' International Union of North America, Local 17, an affiliate of the Council have attempted to create work opportunity in construction for those residents of the City of Newburgh.

Laborers' Local 17 have partnered over the years with the City of Newburgh and related organizations to train City of Newburgh residents in construction, specifically in but not limited to safety, environmental remediation and demolition. Although there has been some success, the success has been limited for various reasons mainly due to the fact that the majority of public financed construction is awarded to the lowest bidder, many times out area contractors, with no requirement to hire local labor or City of Newburgh residents.

Through this Community Workforce Agreement, it shall help foster the following goals:

- Develop programs that will train City of Newburgh residents in the construction field and create full time job opportunities with the Laborers' International Union (LIUNA) Local 17.
- Create a pathway into good paying union jobs.
- Properly train and educate City of Newburgh residents in asbestos, lead and demolition.
- Create a safe workplace.
- Establish a livable wage.
- Ensure jobs for City of Newburgh residents
- Ensure minorities, women and veterans job opportunities.
- Entice and promote other Building Trade Unions to participate in similar programs to create union opportunities in other trades such as carpenters, plumbers, electricians, etc.
- Work jointly to secure grants and funding for additional training and job opportunity.
- Form a strong united partnership between LIUNA Local 17 and the City of Newburgh.
- Establish a labor advisory board.

This Community Workforce Agreement (hereinafter "CWA") is entered into on \_\_\_\_\_, 2014 by and between the City of Newburgh (hereinafter "City"), the City of Newburgh Landbank (hereinafter "Landbank") and Local 17 with respect to publicly financed asbestos, lead, hazardous waste or demolition projects let to bid or funded by the "City" or "Landbank" or other "City" agency. The "CWA" shall also be made available to privately funded projects in the "City". This Agreement establishes the labor relations policies and procedures for the City of Newburgh and City of Newburgh Landbank, contractors and subcontractors and the employees represented by "LIUNA" engaged in asbestos, lead, hazardous waste or demolition construction, reconstruction or rehab work.



It is understood by the parties to this Agreement that this Agreement is acceptable to the City of Newburgh, the City of Newburgh Landbank and LIUNA Local 17 as reflected on the Signature Page as signed by authorized representatives of the parties.

It will become policy of the City of Newburgh and the City of Newburgh Landbank that the construction work covered by this Agreement will be contracted exclusively and only to contractors and subcontractors, who through their execution of a Letter of Assent (Attachment A) will bind them to this Agreement.

The Unions and all signatory contractors agree to abide by the terms and conditions contained in this Agreement. This Agreement represents the complete understanding of the parties, and no contractor is or will be required to sign any other Agreement with a signatory union as a condition of performing work within the scope of this Agreement. No practice, understanding or agreement between a contractor and a union party which is not specifically set forth in this Agreement will be binding on any other party unless endorsed in writing by the Administrator.

The Unions agree that this Agreement will be made available to, and will fully apply to, any successful contractor for covered work who becomes a signatory hereto, without regard to whether that successful contractor performs work at other sites on either a union or a non-union basis, and without regard to whether employees of such contractor are or are not members of any union. This Agreement shall not apply to any work of any contractor performed on any other project or at any location other than as defined in this Agreement. The Unions hereby pledge to work cooperatively with all businesses awarded work, for example, trust or benefit payments that arose on non-covered work.

The use of masculine or feminine gender or titles in this Agreement shall be construed as including both genders and not as gender limitations, unless the Agreement clearly requires a different construction.

It is understood by parties to this Agreement that by written notice and agreement between parties that this Agreement may be extended for non-asbestos, lead, hazardous waste or demolition projects when work scope pertains to work covered under laborers jurisdiction.

It is not the intent of this Agreement to infringe on work of the other craft or trades.

Based on required laws or resolutions "City" and "Landbank", have approved the "CWA" Agreement and have directed that it be included in the CONTRACT DOCUMENTS for the Project, with the stipulation that all successful bidders, and all levels of subcontractors, together with their respective sureties, shall abide by the Agreement with respect to the performance of all work on the Project and that any failure to comply with the Agreement fully shall be considered a material breach of the contractor's agreement for the Project with the "City" and "Landbank", justifying, among other remedies, immediate termination of the contractor.

## SECTION 2: PARTIES TO THE AGREEMENT

This is a Community Workforce Agreement ("CWA") entered into by and between LIUNA Local 17, the City of Newburgh and the City of Newburgh Landbank for asbestos, lead, hazardous waste and demolition projects funded or let to bid by the "City" or "Landbank".

## ARTICLE II

### SECTION 1. DEFINITIONS

Throughout this Agreement, the Laborers' International Union of North America Local 17 are referred to singularly and collectively as "LIUNA 17", the term "CONTRACTOR(s)" shall include all prime Contractors, and their subcontractors of whatever tier engaged in construction work within the scope of this Agreement as defined in Article III; City of Newburgh is referenced as the "City", City of Newburgh Landbank is referred to as the "Landbank"; the Hudson Valley Building and Construction Trades Council is referenced as the "COUNCIL"; and the work covered by this Agreement (as defined in Article III) is referred to as the "PROJECTS".

### SECTION 2. CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE

This Agreement shall not become effective unless each of the following conditions are met; (1) the Agreement is signed by LIUNA 17 (2) the Agreement is signed by an authorized representative of the City and (3) the Agreement is signed by the "Landbank".

### SECTION 3. ENTITIES BOUND AND ADMINISTRATION OF AGREEMENT

This Agreement shall be binding to LIUNA 17 and all Contractors performing Project Construction work. The CONTRACTORS shall include in any subcontract that they let, for performance during the term of the Agreement, a requirement that subcontractors shall be bound by this Agreement with respect to subcontracted work performed within the scope of Article III.

### SECTION 4. SUPREMACY CLAUSE

This Agreement, together with the local Collective Bargaining Agreements appended hereto as Schedule A, the CONTRACT DOCUMENTS, represent the complete understanding of all signatories with respect to this Project, in whole or in part. Where a subject covered by the provisions, explicit or implicit, of this Agreement is also covered by Schedule A agreement or any other national agreement, local agreement or other collective bargaining agreement of any other type which would otherwise apply to this Project, the provisions of this Agreement shall prevail. It is further understood that no CONTRACTOR shall be required to sign any other labor agreement as a condition of performing work on this Project. No practice, understanding or agreement between a CONTRACTOR and a LIUNA 17, which is not explicitly set forth in this Agreement, shall be binding on this Project unless endorsed in writing by the "City" or "Landbank" authorized representative.

### SECTION 5. LIABILITY

Neither the "City" nor the "Landbank" shall be liable or have any responsibility or exposure to the LIUNA 17 and/or its constituent unions for any violations of this Agreement by a CONTRACTOR.

## **SECTION 6. BID SPECIFICATIONS**

The contracting agency shall require and provide in its CONTRACT DOCUMENTS for all work within the scope of Article III that all successful bidders, and their subcontractors, will be bound by the terms of this Agreement. It is understood that nothing in this Agreement shall be construed as limiting the sole discretion of the "City" or "Landbank" in determining which CONTRACTOR shall be awarded contracts for Project work. It is further understood that the "City" or "Landbank" has sole discretion at any time to terminate, delay or suspend the work, in whole or part, on this Project.

## **SECTION 7. AVAILABILITY AND APPLICABILITY TO ALL SUCCESSFUL BIDDERS**

This Agreement will be provided to all bidders and will fully apply to all successful bidders for the Project. This Agreement shall not apply to the work of any CONTRACTOR or any Subcontractors or Sub subcontractors which is performed at any location other than the Project site, as defined in Article III, Section 1 or to any work performed by employees of the "City" or "Landbank".

## **SECTION 8. THIRD PARTIES PROVIDING ANCILLARY WORK**

Persons engaged in work ancillary to the Project, performed by third parties such as gas and electric utilities, telephone operating companies, cable service providers. With respect to entities engaged in such work ancillary to the Project, the "City" or "Landbank" will nonetheless notify those entities of this Agreement and that they may participate under this Agreement, if they so choose. To the extent practicable, and within its control, the "City" or "Landbank" will use its best efforts to coordinate ancillary work within the vicinity of construction performed under this CWA to promote labor harmony on the Project.

# **ARTICLE III**

The Project work covered by this Agreement shall be defined and limited as follows:

## **SECTION 1. THE WORK**

The Community Workforce Agreement shall only apply to the following, asbestos, lead, hazardous waste and related work.

## **SECTION 2. EXCLUDED WORKERS**

Items specifically excluded from the scope of this Agreement include the following:

- a) work of employees of the "City" or "Landbank" and its consultants, including professional surveyors for design purposes, the CONSTRUCTION MANAGER and the design team, including persons employed as superintendents, supervisors, staff engineers, inspectors, quality assurance personnel, mail carriers, clerks, office workers, messengers, security personnel hired through a professional accredited service by the "City" or "Landbank" or its representatives, emergency medical and

first aid technicians, and other professional, architectural, engineering and administrative personnel.

- b) laboratory or specialty testing or inspections not ordinarily performed by the Unions;
- c) employees and entities engaged in off-site manufacturing, modifications, repair, maintenance, assembly, painting, handling or fabrication of components, materials, equipment or machinery or involved in deliveries to and from the project site, except local deliveries of all major construction materials including fill, ready mix, asphalt, granular materials and construction debris services which are covered by this agreement;

## **ARTICLE IV UNION RECOGNITION AND EMPLOYMENT**

### **SECTION 1. PREHIRE RECOGNITION**

LIUNA 17 shall be recognized by all CONTRACTORS on the Project as the sole and exclusive bargaining representatives for laborers who will be performing the Project work within the scope of this Agreement as defined.

### **SECTION 2. UNION REFERRAL**

- a) The CONTRACTORS, subcontractors and sub-subcontractors on the Project shall hire and utilize for the duration of the project, laborers who are referred through the job referral systems, hiring halls or related job placement practices established by LIUNA 17, the "City" and "Landbank". Notwithstanding this, the CONTRACTORS shall have sole right to determine the number of employees required, the selection of employees to be laid off (except as provided in this Agreement); and the sole right to reject any applicant referred, subject to the requirements set forth in the applicable Collective Bargaining Agreement annexed hereto as Schedule A, and the provisions of Section 2 (b) below.
- b) Minority, women and economically disadvantaged persons shall be afforded an opportunity for entry into the construction industry through the formal apprenticeship program of the Local Unions, where such programs are in place and registered. The CONTRACTORS on the Project shall not discriminate against such persons who are referred to then under Section 2' above.
- c) In the event the Local Union is unable to fill any request for qualified employees two working days after such request is made by the CONTRACTOR, the CONTRACTOR may employ qualified applicants from the City of Newburgh first, thereafter any available source. In the event that the Local Union does not have a job referral system, the CONTRACTOR shall give the Local Union first preference to refer applicants, subject to the other provisions of this Article. The CONTRACTOR shall notify the Local Union of Project, craft employees hired within its jurisdiction from any source other than referral by the Union.

- d) LIUNA 17 shall supply the foreman or supervisor, then hiring shall be 50/50 thereafter. The 1<sup>st</sup>, 3<sup>rd</sup>, 5<sup>th</sup>, 7<sup>th</sup>, and 9<sup>th</sup> shall be a LIUNA 17 member, the 2<sup>nd</sup>, 4<sup>th</sup>, 6<sup>th</sup>, 8<sup>th</sup> and 10<sup>th</sup> shall be from the Community Workforce as established.
- e) Preference shall be given to LIUNA 17 members who reside in the City of Newburgh.

### SECTION 3. NON-DISCRIMINATION IN REFERRALS

The Local Unions represent that their hiring halls, referral systems and related job placement practices will be operated in a non-discriminatory manner and in full compliance with all applicable federal, state and local laws and regulations which require equal employment opportunities. Referral shall not be affected in any way by the rules, regulations, by-laws, constitutional provisions or any other aspects or obligations of union membership, policies or requirements and shall be subject to such other conditions as are established in this Article. No employment applicant shall be discriminated against by any referral system, hiring hall or related job placement practice because of the applicant's union membership, or lack thereof.

### SECTION 4. MINORITY AND FEMALE REFERRALS

In the event a Local Union either fails, or is unable to refer qualified minority or female applicants in percentages equaling the Project affirmative action goals if any are set forth in the CONTRACT DOCUMENTS, the CONTRACTORS may employ qualified minority or female applications from any other available source, with preference to the City of Newburgh qualified residency.

### SECTION 5. CRAFT FORE PERSONS AND GENERAL FORE PERSONS

The selection of craft fore persons and/or general fore persons and the number of fore persons required shall be solely the responsibility of the CONTRACTOR, notwithstanding anything to the contrary in Schedule A. All fore persons shall take orders exclusively from the designated CONTRACTOR representatives. Craft fore persons shall be designated as working fore persons at the request of the CONTRACTOR, notwithstanding anything to the contrary in Schedule A.

### SECTION 6. LOCAL LABOR

To the extent consistent with applicable state and federal law including, but not limited to, competitive bidding statutes and without undermining the policies underlying such law, the parties support the recruitment of City of Newburgh workers, minorities and women, and City of Newburgh businesses. The contractor shall be required to furnish local laborers and local supplier/vendor reports monthly.

## ARTICLE V UNION REPRESENTATION

### SECTION 1. LOCAL UNION REPRESENTATIVE

Each Local Union representing on-site Project employees shall be entitled to send a representative who shall be afforded access to the Project provided that they do not interfere with the work of employees and further provided that such representatives fully comply with the visitor and security safety rules of the Project. Such designation shall be in writing which shall be provided to the CONTRACTOR(s) involved and the COUNTY.

### SECTION 2. STEWARDS

- a) LIUNA 17 shall have the right to designate a working journeyperson as a Steward. Stewards, etc., shall not exercise supervisory functions and will receive the rate of pay as per Schedule A.
- b) The Steward shall have the right to receive but not solicit complaints or grievances and to discuss and assist in their adjustment with the CONTRACTOR's appropriate supervisor. The CONTRACTOR(s) shall not discriminate against the Steward in the performance of their Union duties. The Stewards shall not have the right to determine when overtime shall be worked, or who shall work overtime except pursuant to a Schedule A provision providing procedures for the equitable distribution of overtime.

### SECTION 3. RESERVATION OF RIGHTS

Except as expressly limited by a specific provision of this Agreement and subject to anything otherwise expressly provided in the project contract and specifications, CONTRACTORS shall retain full and exclusive authority for the management of their Project operations including, but not limited to: the right to direct the work force, including determination as to the number of employees to be hired and the qualifications therefore; the promotion, transfer, layoff of its employees; or the discipline or discharge for just cause of its employees; the assignment and schedule of work; the promulgation of reasonable Project work rules; and the requirement, timing and number of employees to be utilized for overtime work. No rules, customs, or practices, which limit or restrict productivity or efficiency of the individual, and/or joint working efforts with other employees, as determined by the CONTRACTOR, shall be permitted or observed.

- a) If a Steward is protected against layoff or discharge by a Schedule A agreement, such provisions shall be recognized to the extent the Steward possesses the necessary qualifications to perform the work required. In any case in which a Steward is discharged or disciplined for just cause, the Local Union involved shall be notified immediately by the CONTRACTOR.

## **ARTICLE VI MANAGEMENT RIGHTS**

### **SECTION 1. MATERIALS, METHODS & EQUIPMENT**

There shall be no limitations or restriction upon the CONTRACTOR's choice of materials, techniques, methods, technology or design, or regardless of source or location, upon the use and installation of equipment, machinery, package units, pre-cast, or pre-finished materials, tools, or other labor-saving devices, provided that all permanent material and installation conform with the scope and quality described in the CONTRACT DOCUMENTS. The on-site installation or application of such items shall be performed by the craft having jurisdiction over such work; provided, however, it is recognized that other personnel having special qualifications may participate, in a supervisory capacity, in the installation, check-off or testing of specialized or unusual equipment or facilities as designated by the CONTRACTOR.

## **ARTICLE VII WORK STOPPAGES AND LOCKOUTS**

### **SECTION 1. NO STRIKES, NO LOCKOUT, NO PICKETING**

There shall be no strikes, stoppages, slowdowns, picketing, walk-offs, or other disruptive activity at the Project for any reason by any Union or employee against any CONTRACTOR or employer while performing work at the Project. There shall be no other Union, or concerted or employee activity which disrupts or interferes with the operation of the Project. There shall be no lockout at the Project by any CONTRACTOR, CONTRACTORS and Unions shall take all steps necessary to ensure compliance with this Section.

### **SECTION 2. EXPEDITED ARBITRATION**

Any CONTRACTOR or Union alleging a violation of Section 1 of this Article may utilize the expedited procedure set forth below.

- a) A party invoking this procedure shall give notice in writing to an Arbitrator selected by the American Arbitration Association procedures or his designee who shall serve as an Arbitrator under this expedited arbitration procedure. In such event, the Arbitrator shall provide copies of the notice to the alleged violator, LIUNA 17 and either the "City" or "Landbank".
- b) In all cases where it is contended that a violation of Section 1 above, is ongoing and still exists, the Arbitrator shall promptly schedule and hold a hearing within 48 hours of the time of receipt of the notice (or as soon thereafter as is reasonably practicable).
- c) All notices pursuant to this Article shall be in writing and shall be served by hand or fax transmission and by overnight delivery, addressed to the Arbitrator, CONTRACTOR(s), "City" or "Landbank" or LIUNA 17 involved. The hearing may be held on any day, excluding Saturdays or Sundays. However, nothing herein shall require or compel the scheduling of a hearing on other than a working day of the

"City" or "Landbank". The hearing shall be completed in one session, which shall not exceed 8 hours in duration (no more than 4 hours being allowed to either side to present their case and conduct their cross examination) unless otherwise agreed. The failure of any Union or CONTRACTOR to attend the hearing shall not delay the hearing of evidence by those present or the issuance of an award by the Arbitrator.

- d) The sole issue at the hearing shall be whether a violation of Section 1 above, occurred. If a violation is found to have occurred, the Arbitrator shall issue a Cease and Desist Award, restraining such violation, and serve copies on the CONTRACTOR(s) and Unions involved. The Award shall be issued in writing within 3 hours after the close of the hearing and may be issued without an Opinion. If any involved party desires an Opinion, one shall be issued within 15 calendar days after receipt of a written demand for the same, but its issuance shall not delay compliance with, or enforcement of the Award.
- e) An Award issued under this procedure may be enforced by any court of competent jurisdiction upon the filing of this Agreement together with the Award Notice of the filing of such enforcement proceedings shall be given to the Union or CONTRACTOR involved. In any court proceeding to obtain a temporary or preliminary order enforcing the Arbitrator's Award as issued under this expedited procedure, the involved Union and CONTRACTOR waive their right to a hearing and agree that such proceedings may be ex parte, provided notice is given to opposing counsel. Such agreement does not waive any party's right to participate in a hearing for a final court order of enforcement or in any contempt proceeding.
- f) Any rights created by statute or law governing arbitration proceedings which are inconsistent with the procedure set forth in this Article, or which interfere with compliance thereto, are hereby waived by the CONTRACTORS and Unions to whom they accrue.
- g) Any fees and expenses of an Arbitrator shall be equally divided between the involved CONTRACTOR(s) and involved Union(s).

### SECTION 3. DISCHARGE FOR VIOLATION

A CONTRACTOR may discharge any employee violating Section 1, above, and any such employee will not be eligible thereafter for referral under this Agreement for a period of 100 days.

### SECTION 4. ARBITRATION OF DISCHARGES FOR VIOLATION

The grievance and arbitration procedures contained in Article IX shall not be applicable to any alleged violation of this Article, with the single exception that an employee discharged, for an alleged violation of Section 1, above, may have recourse to the procedures of Article IX to determine only if the employee did, in fact, violate the provisions of Section 1 of this Article, but not for the purpose of modifying the discipline imposed where a violation is found to have occurred.



**ARTICLE VIII  
LABOR MANAGEMENT COMMITTEE**

**SECTION 1. SUBJECTS**

A Labor Management Committee shall be established and shall consist of representatives of LIUNA, the CONTRACTOR, City of Newburgh and the City of Newburgh Landbank. The committee will meet on a regular basis to: (1) promote harmonious relations among the CONTRACTORS and unions; (2) enhance safety awareness, cost effectiveness and productivity of construction operations; (3) protect the public interests; (4) discuss matters relating to staffing and scheduling with safety and productivity as considerations; (5) review Affirmative Action and equal employment matters pertaining to the Project; (6) monitor and ensure timely completion; (7) assist in ensuring that a high degree of skill and quality of workmanship is attained in the performance of the Project; and (8) to evaluate and monitor the CWA.

**ARTICLE IX  
GRIEVANCE AND ARBITRATION PROCEDURE**

**SECTION 1. PROCEDURE FOR RESOLUTION OF GRIEVANCES**

Any question, dispute or claim arising out of, or involving the interpretation or application of this Agreement (other than jurisdictional disputes or alleged violations of Article VII, Section 1) shall be considered a grievance and shall be resolved pursuant to the exclusive procedure described below; provided, in all cases, that the question, dispute or claim must have arisen during the term of this Agreement.

**STEP 1:**

- a) When any employee covered by this Agreement feels aggrieved by a claimed violation of this Agreement, the employee shall, through the Local Union Business representative of job steward, give written notice of the claimed violation to the work site representative of the involved CONTRACTOR. To be timely, such notice of the grievance must be given with 10 calendar days after the alleged act, occurrence or event giving rise to the grievance. The business representative of the Local Union or the job steward and the work site representative of the involved CONTRACTOR shall meet and endeavor to adjust the matter within 7 calendar days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party, may, within 7 calendar days thereafter, pursue Step 2 of the grievance procedure by serving the involved CONTRACTOR with written copies of the grievance, setting forth a description of the claimed violation, the date on which the grievance occurred and the provisions of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 are nonprecedential except to the specific Local Union, employee and CONTRACTOR directly involved, unless the settlement is accepted in writing by the "City" or "Landbank" as creating a precedent.
- b) Should any signatory to this Agreement have a dispute (excepting jurisdictional disputes or alleged violations of Article VII, Section 1) with any other signatory to this Agreement and if, after conferring, a settlement is not reached within 14 calendar

days, the dispute shall proceed to Step 2 in the same manner as outlined in subparagraph (a) for the adjustment of employee grievances.

**STEP 2:**

The Business Manager or designee of LIUNA 17 and the involved CONTRACTOR shall meet in Step 2 within 14 calendar days of service of the written grievance to arrive at a satisfactory settlement.

**STEP 3:**

- a) If the grievance shall have been submitted but not resolved in Step 2, any of the participating Step 2 entities may, within 21 calendar days after the initial Step 2 meeting, submit the grievance in writing (copies to the other participants). The Labor Arbitration Rules of the American Arbitration Association shall govern the conduct of the arbitration hearing, at which all Step 2 shall be parties. The decision of the Arbitration shall be final and binding on the CONTRACTOR(s) and LIUNA 17 and employees involved. Any fees and expenses of the Arbitrator, shall be equally divided between the involved CONTRACTOR(s) and LIUNA 17.
- b) Failure of the grieving party to adhere to the time limits set forth in this Article shall render the grievance null, void and thereby waived. These time limits may be extended only by written consent of the involved CONTRACTOR(s) and involved Local Union(s) at the particular step where the extension is agreed upon. In the event a step involves the Arbitrator, then the written consent of the Arbitrator shall be required. The Arbitrator shall have authority to make decisions only on the issue presented to him and shall not have authority to change, add to, delete or modify any provision of this Agreement or the COUNTY's CONTRACT DOCUMENTS.

## **ARTICLE X WAGES AND BENEFITS**

### **SECTION 1. CLASSIFICATION AND BASE HOURLY RATE**

All employees covered by this Agreement shall be classified in accordance with the work performed and paid the base hourly wage rates for those classifications as specified in the attached Schedule A.

### **SECTION 2. EMPLOYEE BENEFIT FUNDS**

- a) Contributions on behalf of all employees covered by this Agreement shall be paid by the CONTRACTORS on the project to the established employee benefit funds in the amounts designated in the appropriate Schedule A provided, however, that the CONTRACTOR and the Union agree that only such bona fide employee benefits as are explicitly required under Section 220 of the New York State Labor Law shall be included in this requirement and paid by the CONTRACTOR on this Project. Bona fide fringe benefit plans established or negotiated through collective bargaining during the life of this Agreement may be added if similarly protected under Section 220.
- b) The CONTRACTORS on this Project shall be bound by the written terms of the legally established Trust Agreement specifying the detailed basis on which payments

are to be paid into, and benefits paid out of, such Trust Funds but only with regard to work done on this Project and only for those employees to whom this Agreement required such benefit Payments.

## **ARTICLE XI**

### **HOURS OF WORK, PREMIUM PAYMENTS, SHIFTS AND HOLIDAYS**

#### **SECTION 1. WORK WEEK AND WORK DAY**

- a) The regular workweek shall consist of 40 hours as straight time rates, Monday through Friday. The standard work day shall consist of 8 hours with a project start time uniformly set by the CONTRACTOR at 7:00 a.m. or 8:00 a.m., with one half hour unpaid lunch period to commence no earlier than 11:30 a.m. and no later than 2:00 p.m. If operational considerations warrant, upon one (1) week's advance notice, the work day may be further changed by agreement between the involved Unions(s) and the "City" or "Landbank" or "Contractor" and such agreement shall not be unreasonably withheld. Starting and quitting times shall occur at a location on-site such as the CONTRACTOR's job site office or trailer or other location as designated by the CONTRACTOR.
- b) A four (4) day work week, Monday through Thursday; ten (10) hours per day at straight time plus (1/2) hour unpaid lunch may be established with a one week notice. Friday may be used as a make-up day to fulfill the 40 hour work week due to inclement weather.

#### **SECTION 2. OVERTIME**

Overtime pay for hours outside of the regular work week and standard work day shall be paid in accordance with the applicable Schedule A. There will be no restriction upon the CONTRACTOR's scheduling of overtime on the non-discriminatory designation of employees who shall perform such overtime work. There shall be no pyramiding of overtime pay under any circumstances. The CONTRACTOR shall have the right to schedule work so as to minimize overtime.

#### **SECTION 3. SHIFTS**

- a) Flexible Schedules-Scheduling of shift work shall remain flexible in order to meet Project Schedules and existing Project conditions. It is not necessary to work a day shift in order to schedule a second shift. Shifts must be worked a minimum of five consecutive work days, must have prior approval of the COUNTY, and must be scheduled with no less than five work days notice to the Local Union. Regularly scheduled shifts will not be paid overtime rate, but rather a fixed percentage increase of 10% over the regular hourly rates.
- b) Flexible Starting Times-Shift starting times shall be adjusted by the CONTRACTOR as necessary to fulfill Project requirements, and in case of emergency, shall be subject to the notice requirements of the Schedule A agreements.

- c) A CONTRACTOR shall schedule an unpaid period of not more than 1 / 2 hour duration at the work location between the 3<sup>rd</sup> and 4<sup>th</sup> hour of the schedule shift. A CONTRACTOR may, for efficiency of operation, establish a schedule, which coordinates the meal periods of two or more crafts. If an employee is required to work through the meal period, the employee shall be compensated in a manner established in the applicable Schedule A.

#### SECTION 4. HOLIDAYS

- a) Schedule-There shall be 7 recognized holidays on the Project:

New Years Day	Labor Day
Presidents Day	Thanksgiving Day
Memorial Day	Christmas Day
Fourth of July	

- b) All said holidays shall be observed on the dates designated by the New York State Law. In the absence of such designation, they shall be observed on the calendar date except those holidays which occur on a Saturday shall be observed on the Friday before the holiday; and holidays on Sunday shall be observed on the following Monday.

- c) There will be no benefits paid on holiday pay unless worked.

- d) Payment-Regular holiday pay, if any, and/or premium pay for work performed on such a recognized holiday shall be in accordance with the applicable Schedule A.

- e) The Contractor or the City may elect to close the project down the Friday after Thanksgiving. This shall result in no cost to the City or contractors on the project.

#### SECTION 5. REPORTING PAY

- a) Employees who report to the work location pursuant to regular schedule and who are not provided with work or whose work is terminated early by a CONTRACTOR, for whatever reason, shall receive reporting pay in accordance with the applicable Schedule A.
- b) When an employee leaves the job or work location of their own volition or is discharged for cause or is not working as a result of the CONTRACTOR's invocation of Section 7, below, they shall be paid only for the actual time worked.
- c) There shall be no pay for time not actually worked except as specifically set forth in Schedule A.

#### SECTION 6. PAYMENT OF WAGES

Payment shall be made by check, drawn on a New York bank with branches located within commuting distance of the job site. Paychecks shall be issued by the

CONTRACTOR at the job site by 10 a.m. on Thursdays. In the event that the following Friday is a bank holiday, paychecks shall be issued on Wednesday of that week. Not more than 3 days wages shall be held back in any pay period. Paycheck stubs shall contain the name and business address of the CONTRACTOR, together with an itemization of deductions from gross wages.

Termination-Employees who are laid off or discharged for cause shall be paid in full for that which is due them at the time of termination. The CONTRACTOR shall also provide the employee with a written statement setting forth the date of lay off or discharged.

#### **SECTION 7. EMERGENCY WORK SUSPENSION**

A CONTRACTOR may, if considered necessary for the protection of life and/or safety of employees or others, suspend all or a portion of Project work. In such instances, employees will be paid for the actual time worked; provided however, that when a CONTRACTOR requests that employees remain at the job site available for work, employees will be paid for "stand-by" time at their hourly rate of pay.

#### **SECTION 8. INJURY/DISABILITY**

An employee who, after commencing work, suffers a work/related injury or disability while performing work duties, shall receive no less than 8 hours wages for that day. Further, the employee shall be rehired at such time as able to return to duties, as certified by a medical doctor, provided there is still work available on the Project for which the employee is qualified and able to perform.

#### **SECTION 9. TIME KEEPING**

A CONTRACTOR may utilize brassing or other systems to check employees in and out. Each employee must check in and out. The CONTRACTOR will provide adequate facilities for checking in and out in an expeditious manner.

#### **SECTION 10. BREAK PERIODS**

There will be no rest periods, organized coffee breaks or other non-working time established during working hours. Individual coffee containers will be permitted at the employee's work location.

### **ARTICLE XII APPRENTICES**

#### **SECTION 1.**

Recognizing the need to maintain continuing supportive programs designed to develop adequate numbers of competent workers in the construction industry from the City of Newburgh and to provide craft entry opportunities for minorities, women and economically disadvantaged. CONTRACTORS will employ apprentices to perform such work as is within their capabilities (and which is customarily performed by the craft in

which they are indentured). CONTRACTORS may utilize apprentices and such other appropriate classifications as are contained in the applicable Schedule A.

## **SECTION 2. OFFICE OF LABOR RELATIONS**

To assist the CONTRACTORS in attaining a maximum effort on this Project, the Unions agree to work in close cooperation with, and accept monitoring by, the New York State Department of Labor and the City of Newburgh to ensure that minorities and women are afforded every opportunity to participate in apprenticeship programs which result in the placement of apprentices on this Project. LIUNA 17 shall cooperate with CONTRACTOR requests for minority, women or economically disadvantaged referrals to meet this CONTRACTOR effort.

## **SECTION 3. PRE-APPRENTICESHIP**

Through LIUNA 17 and the City of Newburgh Pre-Apprenticeship Training has taken place through several city agencies, partnerships etc. with a goal to provide employment for City of Newburgh residents, including a lifelong career in the construction industry. It is the goal to establish a Pre-Apprentice Program for the City of Newburgh residents in the environmental field of construction and the craft of construction laborer and other building trade crafts in the future. Pre-apprentice rates established in the Agreement shall be for non-public work projects (not NYS DOL 220 covered work) and when allowed by New York State and Federal wage regulations.

# **ARTICLE XIII SAFETY PROTECTION OF PERSON AND PROPERTY**

## **SECTION 1. SAFETY REQUIREMENTS**

Each CONTRACTOR shall ensure that applicable OSHA requirements are at all times maintained on the Project. The Unions agree to cooperate fully with these efforts. Employees must perform their work at all times in a safe manner and protect themselves and the property of the CONTRACTOR and the CITY from injury or harm. Failure to do so will be grounds for discipline, including discharge.

## **SECTION 2. CONTRACTOR RULES**

Employees covered by this Agreement shall at all times be bound by the safety, security, and visitor rules as established jointly by the CONTRACTORS, LIUNA 17, the "City" and the "Landbank" and the Unions involved for this Project. Such rules shall be published and posted in conspicuous places through the Project.

## **SECTION 3. INSPECTIONS**

The CONTRACTORS, the CONSTRUCTION MANAGER and the CITY, by and through its agents and/or employees, shall retain the right to inspect incoming shipments of equipment, apparatus, machinery and construction materials of every kind.

## **ARTICLE XIV NO DISCRIMINATION**

### **SECTION 1. COOPERATIVE EFFORT**

The CONTRACTORS and Unions agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or age in any manner prohibited by law or regulation. It is recognized that special procedures may be established by CONTRACTORS and Local Unions and the New York State Department of Labor for the training and employment of persons who have not previously qualified to be employed on construction projects of the type covered by this Agreement. The parties to this Agreement will assist in such programs and agree to use their best efforts to ensure that the goals for female and minority employment are met on this Project.

### **SECTION 2. LANGUAGE OF AGREEMENT**

The use of the masculine or feminine gender in this Agreement shall be construed as including both genders.

## **ARTICLE XV GENERAL TERMS**

### **SECTION 1. PROJECT RULES**

The CONTRACTORS involved shall jointly establish such reasonable Project rules as are appropriate for the good order of the Project. These rules shall be explained at the pre-construction conference and posted at the Project site and may be amended thereafter as necessary. Failure of an employee to observe these rules and regulations shall be grounds for discipline, including discharge. The fact that no order was posted prohibiting a certain type of conduct shall not be a defense to an employee disciplined or discharged for such conduct when the action taken is for cause.

### **SECTION 2. TOOLS OF THE TRADE**

There shall be no restrictions on the emergency use of any tools or equipment by any qualified employee or on the use of any tools or equipment for the performance of work within the employee's jurisdiction.

### **SECTION 3. SUPERVISION**

Employees shall work under the supervision of the foreman.

### **SECTION 4. TRAVEL ALLOWANCES**

There shall be no requirement for payments for travel expenses, travel time, subsistence allowance or other such reimbursements or special pay except as expressly set forth in this Agreement.

## SECTION 5. FULL WORK DAY

Employees shall be at their designated staging area at the starting time established by the CONTRACTOR and shall be returned to their designated staging area by quitting time after performing their assigned functions under the supervision of the CONTRACTOR. The signatories reaffirm their policy of a fair day's work for a fair day's wage.

## SECTION 6. COOPERATION

The CONTRACTOR and LIUNA 17 will cooperate in seeking any NYS Department of Labor approvals that may be required for implementation of any terms of this Agreement.

## SECTION 7. UNION CONTRACTORS

In order to avoid a competitive disadvantage against Union Contractors who are awarded work on the Project that currently have agreements with Labor Unions (Union Contractors) shall be entitled to perform work under the terms of this Agreement without discrimination of this Project and without adverse effect on other projects current or future. Interference with the Union Contractor's work on this Project or on other projects current or future shall be a violation of this Agreement.

# ARTICLE XVI SAVINGS AND SEPARABILITY

## SECTION 1. THIS AGREEMENT

In the event that the application of any provision of this Agreement is enjoined, on either an interlocutory or permanent basis, or otherwise found in violation of law, the provision involved shall be rendered, temporarily or permanently, null and void but the remainder of the Agreement shall remain in full force and effect. In such event, the Agreement shall remain in effect for already bid and awarded or in construction where the CONTRACTOR voluntarily accepts the Agreement. The parties to this Agreement will enter into negotiations for a substitute provision in conformity with the law and the intent of the parties for contracts to be let in the future.

## SECTION 2. THE CONTRACT DOCUMENTS

In the event that the provisions of the CONTRACT DOCUMENTS or other action, requiring that a successful bidder become a signatory, is found to be in violation of law, such requirement shall be rendered, temporarily or permanently, null and void, but the Agreement shall otherwise remain in full force and effect to the extent allowed by law, and shall remain in effect for contracts already bid and awarded or in construction where the CONTRACTOR voluntarily accepts the Agreement. The parties will enter into negotiations as to modifications to the Agreement to reflect the court action taken and the intent of the parties.



### **SECTION 3. NON-LIABILITY**

In the event of an occurrence referenced in Section 1 or Section 2 of this Article, neither the "City", the "Landbank", CONTRACTOR, nor LIUNA 17 shall be liable, directly or indirectly, for any action taken, to comply with any court order, injunction or determination: Project bid specifications will be issued in conformance with court orders then in effect and no retroactive payments or other action will be required if the original court determination is ultimately reversed.

## **ARTICLE XVII FUTURE CHANGES IN SCHEDULE A AREA CONTRACTS**

### **SECTION 1. CHANGES TO AREA CONTRACTS**

- a) Schedule A to this Agreement shall continue in full force and effect unless the parties to the Area Collective Bargaining Agreements which are the basis for Schedule A notify the CONTRACTOR and CITY in writing of the existence of changes in provisions of such agreements which are applicable to the Project, and their effective dates.
- b) It is agreed that any provisions negotiated into Schedule A collective bargaining agreements will not apply to work on this Project if such provisions are less favorable to this Project than those uniformly required of CONTRACTORS for construction work normally covered by those agreements, nor shall any provision be recognized or applied on this Project if it may be construed to apply exclusively, or predominantly, to work covered by this Project Agreement.
- c) Any disagreement between signatories to this Agreement over the incorporation into Schedule A of provisions agreed upon in the renegotiation of Area Collective Bargaining Agreement shall be resolved in accordance with the procedure set forth in Article IX of the Agreement.

### **SECTION 2. LABOR DISPUTES DURING AREA CONTRACT NEGOTIATIONS**

The Unions agree that there will be no strikes, work stoppages sympathy actions, picketing, slowdowns or other disruptive activity or other violations of Article VII affecting the Project by any Local Union involved in the renegotiation of Area Local Collective Agreements nor shall there be any lock-outs on this Project affecting a Local Union during the course of such renegotiations.

In Witness Whereof the parties have  
Caused this Agreement to be executed  
And effective as of the \_\_\_\_ Day of  
\_\_\_\_\_, 2014.

LIUNA 17

451A Little Britain Road  
Newburgh, NY 12550  
Phone: (845) 565-2737

BY: \_\_\_\_\_

L. Todd Diorio, Business Manager

Print: \_\_\_\_\_

City of Newburgh

Newburgh, N.Y. 12550  
Phone: (845) \_\_\_\_\_

BY: \_\_\_\_\_

Judy Kennedy

Print: \_\_\_\_\_

City Of Newburgh

Newburgh, N.Y. 12550  
Phone: (845) \_\_\_\_\_

BY: \_\_\_\_\_

Print: \_\_\_\_\_

BY: \_\_\_\_\_

Print: \_\_\_\_\_

City of Newburgh

Newburgh, N.Y. 12550  
Phone: (845) \_\_\_\_\_

BY: \_\_\_\_\_

Print: \_\_\_\_\_

BY: \_\_\_\_\_

Print: \_\_\_\_\_

## SCHEDULE A

Please use posted NYS DOL rates for work classifications for laborers.

### Pre-Apprenticeship

Rate  
Benefits

6/1/14 6/1/15

\$17.00 \$17.50

\$ 8.00 \$ 8.00

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, Ltd. 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,

A handwritten signature in dark ink, appearing to read "Deborah Dresser", with a stylized flourish at the end.

Deborah Dresser, BA, MDiv, DMin

cc. Michael G. Ciaravino  
Richard Harper