



CITY OF NEWBURGH
COUNCIL MEETING AGENDA
SESION GENERAL DEL CONSEJAL

March 12, 2018

7:00 PM

Mayor/Alcaldesa

1. Prayer/Rezo
2. Pledge of Allegiance/Juramento a la Alianza

City Clerk:/Secretaria de la Ciudad

3. Roll Call/Lista de Asistencia

Communications/Comunicaciones

4. Approval of the minutes of the meeting of February 26, 2018
5. City Manager Update/ Gerente de la Ciudad pone al día a la audiencia de los planes de cada departamento

Presentations/Presentaciones

Comments from the public regarding agenda and general matters of City Business/Comentarios del público con respecto a la agenda y sobre asuntos generales de la Ciudad.

Comments from the Council regarding the agenda/Comentarios del Consejo con respecto a la agenda

City Manager's Report/ Informe del Gerente de la Ciudad

6. Resolution No. 57 - 2018 Proposal with CT Male Associates for Engineering Services on Washington Lake Dam

Resolution authorizing the City Manager to enter into an agreement with C.T. Male Associates, D.P.C. for professional engineering design services in an amount not to exceed \$127,600.00 for a rehabilitation plan for Washington Lake Dam. (Jason Morris)

Una resolución autorizando al Gerente de la Ciudad a entrar en un acuerdo con "C.T. Male Associates, D.P.C. para servicios de diseño de ingeniería profesional por una cantidad que no exceda \$127,600.00 para un plan de rehabilitación del Embalse del Lago Washington. (Jason Morris)

7. Resolution No. 58 - 2018 Amend 2018 Personnel Book to change positions in Codes

Resolution amending the 2018 Personnel Analysis Book to change one

Senior Typist and one Bilingual Typist/Translator to one Account Clerk and one Bilingual Account Clerk in the Code Compliance Bureau. (Asst. Chief William Horton & Katie Mack)

Una resolución enmendando el Libro de Análisis del Personal del 2018 para cambiar un Mecnógrafo Superior y un Mecnógrafo Bilingüe a un Oficinista de Cuentas y un Oficinista de Cuentas Bilingüe en el Departamento de Cumplimiento del Código. (Asistente de Jefe William Horton y Katie Mack)

8. Resolution No. 59- 2018 Memorandum of Undertanding with SUNY Orange for student interns

Resolution authorizing the City Manager to enter into a memorandum of understanding with SUNY Orange to participate in the Student Internship Program. (Katie Mack)

Una resolución autorizando al Gerente de la Ciudad a entrar en un Memorando de Entendimiento con "SUNY Orange" para participar en el Programa de Practicas Estudiantiles. (Katie Mack)

9. Resolution No. 60 -2018 Purchase of 109 Chambers Street

Resolution to authorize the conveyance of real property known as 109 Chambers Street (Section 18, Block 9, Lot 10) at private sale to Eve Picker for the amount of \$1,000.00. (Deirdre Glenn)

Una resolución para autorizar el traspaso de bienes raíces conocidas como la 109 de la Calle Chambers (Sección 18, Bloque 9, Lote 10) en una venta privada a Eve Picker por la cantidad de \$1,000.00. (Deirdre Glenn)

10. Resolution No. 61 -2018 Purchase of 376 Liberty Street Rear

Resolution to authorize the conveyance of real property known as 376 Liberty Street Rear (Section 10, Block 1, Lot 34) at private sale to Edouard Pierre for the amount of \$16,250.00. (Deirdre Glenn)

Una resolución para autorizar el traspaso de bienes raíces conocidas como la 376 de la Calle Liberty parte trasera (Sección 10, Bloque 1, Lote 34) en una venta privada a Edouard Pierre por la cantidad de \$16,250.00. (Deirdre Glenn)

11. Resolution No. 62 -2018 License Agreement with Newburgh Enlarged City School District to use Ward Brothers Park for NFA Crew

Resolution authorizing the City Manager to execute a license agreement with the Newburgh Enlarged City School District allowing the NFA Crew use and access to Ward Brothers Memorial Rowing Park. (Deirdre Glenn)

Una resolución autorizando al Gerente de la Ciudad a ejecutar un acuerdo de licenciatura con el Distrito Escolar de la Ciudad de Newburgh el cual permite al Equipo de Remo de NFA uso y acceso al Parque

Conmemorativo Hermanos Ward de Remo. (Deirdre Glenn)

12. Resolution No. 63-2018

Resolution Amending Resolution No: 333-2017 the 2018 Budget for the City of Newburgh, New York to transfer \$30,000 from Water Fund - Distribution Maintenance and Supplies to Water Fund - Corporation Counsel other Services to cover expenses related to the PFOS Litigation.

13. Resolution No. 64 -2018 Authorizing the City manage to Execute a payment of Claim

A resolution authorizing the City Manager to execute a payment of claim with Hazam alharbi in the amount of \$3,278.28.

14. Ordinance No. 1 - 2018 Adding stop signs at the intersection of South Street and Montgomery Street

Ordinance amending Section 288-66 of the Code of Ordinances adding stop signs at the intersection of South Street and Montgomery Street. (Michael Ciaravino & Michelle Kelson)

Una Ordenanza enmendando Sección 288-66 del Código de Ordenanzas agregando señales de “Pare” en la intersección de la Calle South y la Calle Montgomery. (Michael Ciaravino y Michelle Kelson)

15. Local Law No. 2 - 2018 amending Section 248-1(B)(1) to increase sewer use rents to 104 percent of the customer's annual water bill

Local Law amending Section 248-1(B)(1) entitled “Sewer Use Rents” of the City of Newburgh Code of Ordinances to increase sewer use rents to 104 Percent of the customer’s annual water bill. (Katie Mack & Michelle Kelson)

Una Ley Local enmendando Sección 248-1(B)(1) titulada “Alquiler de uso del Alcantarillado” del Código de Ordenanzas de la Ciudad de Newburgh para incrementar el alquiler de unos del alcantarillado al 104 por ciento de la factura de agua anual del consumidor. (Katie Mack y Michelle Kelson)

Old Business: / Asuntos Pendientes

New Business: / Nuevos Negocios

Final Comments from the City Council/ Comentarios Finales del Ayuntamiento:

Adjournment/ Aplazamiento:

RESOLUTION NO.: 57 - 2018

OF

MARCH 12, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
AN AGREEMENT WITH C.T. MALE ASSOCIATES, D.P.C. FOR
PROFESSIONAL ENGINEERING DESIGN SERVICES IN
AN AMOUNT NOT TO EXCEED \$127,600.00 FOR A REHABILITATION PLAN
FOR WASHINGTON LAKE DAM

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

WHEREAS, by Resolution No. 143-2013 of July 15, 2013, the City Council, pursuant to the Master Services Agreement, further authorized the City Manager to enter into an agreement with C.T. Male Associates, P.C. for professional engineering services related to dam safety for the Silver Stream Reservoir Dam and the Washington Lake Dam including an Engineering Assessment for the Washington Lake Dam, which represented work items necessary to comply with New York State Department of Environmental Conservation Reporting Requirements and the Engineering Assessment of known deficiencies at the Washington Lake Dam and related spill way; and

WHEREAS, by Resolution No. 222-2016 of September 12, 2016, the City Council, pursuant to the Master Services Agreement, authorized the City Manager to enter into an agreement with C.T. Male Associates, D.P.C. for a supplementary investigation of the Washington Lake Dam; and

WHEREAS, following the completing of the Engineering Assessment and supplementary investigation, C.T. Male Associates, D.P.C. has submitted a proposal for engineering design services for the preparation of rehabilitation plans, specifications and permit applications for the necessary improvements required at Washington Lake Dam in an amount not to exceed \$127,600.00; and

WHEREAS, funding for such project shall be derived from HF1.8320.0200.8108.2016-2016 BAN Washington Lake Dam - Low Level Drain and HF1.8320.0200.8111.2016 BAN Washington Lake Dam - Spillway Design and Reconstruction; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to enter into an agreement with C.T. Male Associates, D.P.C. for professional engineering design services for the preparation of a rehabilitation plan and related services for the Washington Lake Dam in an amount not to exceed \$127,600.00.

C.T. MALE ASSOCIATES

Engineering, Surveying, Architecture & Landscape Architecture, D.P.C.

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



February 28, 2018

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

Transmit via Email to: JMorris@cityofnewburgh-ny.gov

Re: *Proposal for Engineering Design Services*
Washington Lake Dam
New Windsor, New York

Dear Mr. Morris:

C.T. Male Associates Engineering, Surveying, Architecture and Landscape Architecture, D.P.C. (C.T. Male) is pleased to present this proposal to provide Professional Engineering Services related to preparing plans, specifications and permit applications for the proposed improvements at Washington Lake Dam in New Windsor, New York. A summarized rehabilitation plan is provided below, followed by description of the proposed work organized by task.

Project Background

An Engineering Assessment (EA) was prepared by our office and last revised in 2017 for Washington Lake Dam. Additionally, a letter was sent to the City of Newburgh from the New York State Department of Environmental Conservation (NYSDEC) on November 9, 2017 outlining deficiencies. As noted within the EA and letter, there are various deficiencies which prevent the structures from being in complete compliance with NYSDEC Dam Safety regulations. The primary deficiencies identified include:

- 1) The reservoir's spillway discharge channel is in a state of disrepair and requires corrective actions.
- 2) The dam's low-level drains were reportedly abandoned, but the method of abandonment and current state is unknown.
- 3) An operational low-level drain possessing adequate capacity to allow for timely evacuation of the reservoir is not present.
- 4) Stability analysis of the closure dike to the main reservoir should be evaluated
- 5) Drainage at the toe of the embankment, northeast of the reservoir and south of Old Little Britain Road also requires evaluation.
- 6) Among the other deficiencies noted were the presence of several trees within and/or near the embankment, including a large tree at close proximity of the spillway discharge channel.

C.T. Male Associates

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Remedial Design & Permitting Assistance

In order to bring Washington Lake Dam into compliance with NYSDEC Dam Safety regulations, it will be necessary to correct the deficiencies identified within the EA report and the NYSDEC letter. Below is a listing of the specific work tasks we propose to perform and a brief summary of the reasons for and/or elements associated with their performance.

Task 1: Kickoff Meeting

This task involves one kickoff meeting between C.T. Male staff and the City at the dam site. The work scope and schedule will be discussed and confirmed at this meeting.

Task 2: Field Work

This task involves wetland delineations, subsurface explorations, limited topographic surveys, diving investigative services, and any additional field explorations deemed necessary as the project progresses in design. More detailed information regarding this task is provided below:

- *Subsurface Explorations*

This task will include advancement of 3 test borings along the dike on Route 207. Traffic control and protection will be provided by the City. One test boring will be extended to a depth of approximately 50 feet below the existing ground surface elevation, while the remaining two borings will extend to a depth of approximately 30 feet. One monitoring well will be installed on the dike at a location to be selected by the field geotechnical engineer at the time of the subsurface explorations. Test boring logs and results of the subsurface investigation will be provided and incorporated into the overall design. This task will also include subsurface explorations and geotechnical evaluations for the design of the spillway walls, foundation, and apron. Based on our visual inspection, we have estimated advancing two (2) structural borings through or near the retained soils, two (2) concrete cores along the spillway apron, and one (1) concrete core through the deck of the existing culvert.

- *Wetland Delineation*

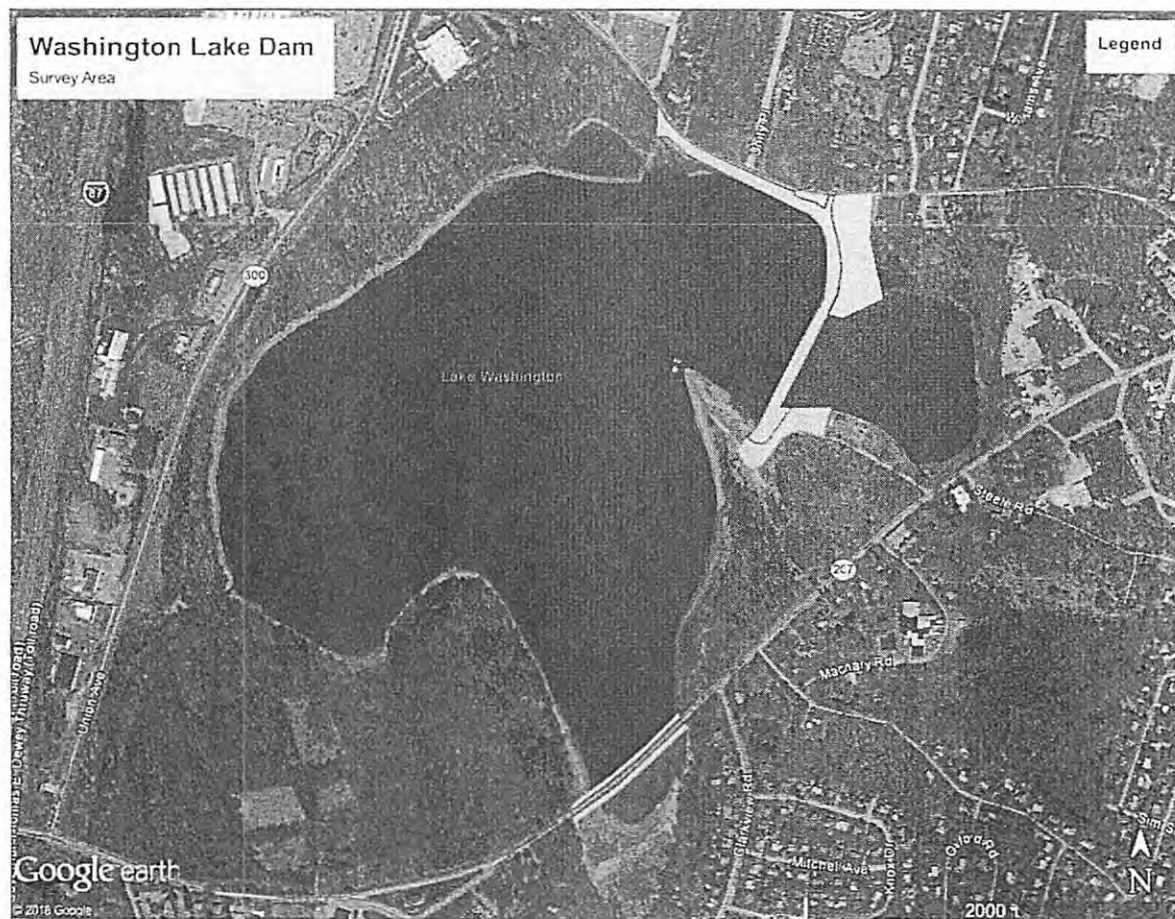
To define the impacts to wetlands and other waters of the US, a field survey will be conducted within the defined project area. The field work will be performed in accordance with the U.S. Army Corps of Engineers (Corps) Wetland Delineation Manual and the Northcentral-Northeast Supplement. Uniquely labeled flagging will be placed in the field, and a sketch map and data forms will be prepared for each identified wetland or Waters of the United States. A photo-log with representative site photographs will be compiled. Prior to performing the field work, available information will be reviewed and summarized including the NYSDEC Freshwater Wetland Mapping and Stream Classification, National Wetland Inventory (NWI) mapping, and soil classification. Survey maps will be reviewed, showing the interpreted mapped extent of wetlands/waters under the jurisdiction of the Corps and NYSDEC.

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- *Topographic Survey*

Topographic surveys were previously conducted at the dam and reservoir, but additional information is required to complete other tasks listed in this proposal. Our proposed additional survey is yellow highlighted and shown below:



- *Low-Level Outlet/Underwater Investigation*

An underwater investigation of the existing low-level outlet drain(s) within Masterson's Pond will be conducted. Divers will attempt to locate the drain pipe outlet(s) visually, using non-invasive techniques. The diving company will provide a report of findings, which will be used to determine the procedure for abandonment of the outlet(s). If time allows during the investigation, the valve control structure within Masterson's Pond and the boiler house foundation will be further investigated as well.

C.T. Male Associates

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Task 3: Design Development

Upon receiving the base map developed under Task 2, design will be initiated and progress to a 70 percent level, a level considered adequate to illustrate sufficient details of the project design that the City can review and comment on. With the City being provided sufficient time to review these preliminary plans, a meeting will be held to answer any questions regarding the design and/or construction aspects of the project and discuss bidding issues; namely what work should be included in the base bid and what would be likely candidates for add alternates. Work that we believe might be considered as elements of the base bid are substantial completion of the following:

- As concluded in the EA, the embankment under Route 207, approximately 300 feet southeast of the intersection of Clarkview Road and Little Britain Road, acts as a closure dike retaining Washington Lake. As stated by the NYSDEC letter, this dike, as such, is an appurtenant structure to the dam and the stability of the structure must be evaluated. This task will include a revised EA that will include the results of the subsurface investigations as described in Task 2, the stability analysis, and engineering recommendations for the structure.
- As observed during the most recent inspection and noted in the EA, the dam's spillway discharge channel is in a state of disrepair and requires corrective action. Based on the observed extent of damage, we are recommending complete removal and replacement of the spillway apron and walls. The large tree to the immediate left of the spillway discharge channel, approximately halfway down the embankment, needs to be removed. The current bridge box (RCB) crossing the spillway on the dam crest appears to be in a manageable condition; therefore, we anticipate that the existing floor beams, deck, and abutments will be rehabilitated and repaired as part of this task.
- Based on our observation, re-evaluation of drainage along the northeast side of the main reservoir and south to southeast of Old Little Britain Road will be necessary. Drainage improvements will likely include regrading of the drainage swale or installation of a closed drain from Old Little Britain Road to an area near Masterson's Pond. Accommodations for this task may also require significant small to mid-size tree removals.
- The reservoir's former low-level outlet is reported to consist of either one or two (twin) 16-inch diameter cast iron pipes located at the approximate center of the embankment. They extend from the former gatehouse foundation, visible at low reservoir levels, to Masterson's Pond. Records indicate the valves are closed and the former gatehouse foundation infilled with stone to prevent the structure from moving. The NYSDEC requires that all non-operational drainage structures be properly abandoned to minimize seepage through the dam.

C.T. Male Associates

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- The reservoir does not currently have an operable low level drain that meets the NYSDEC Dam Safety criteria to evacuate 90% of the storage below the reservoir's normal pool in 14 days. In lieu of installing a new low level drain, the current gatehouse contains two operating outlets from the dam that presently connect to the water treatment system for the City of Newburgh. One line is 30 inches in diameter and the second is reportedly 24 inches in diameter. These lines could be modified to be used as a low level drain. Depending on hydraulic requirements, modification of one or both of these raw water mains to function as low-level outlet(s) for the reservoir may be necessary. This can be accomplished by equipping the line(s) with a valve and tee which would allow it to function as a blow-off line, either at the control structure in Masterson's Pond, at a point near Masterson's Pond, or at the water treatment plant. If necessary, the field work will include using non-invasive techniques to locate the alignment of these mains.
- This task will consist of providing a process of abandonment acceptable to NYSDEC. Probing, locating and delineating these former drain line(s) including downstream outlets will be investigated through the commissioning, under Task 2, of a diving service into Masterson's Pond. The procedure for abandoning the lines will depend on the diving service's findings and the condition state of the valves and pipes at that time. In any case, a clear process of abandonment will be developed by C.T. Male and submitted to NYSDEC for approval prior to commencing the process.
- The NYSDEC letter commented on the presence of a possible former raw water main running from the boiler house through the embankment. Based on our review of historic drawings and multiple discussions with the client, we believe that there is no abandoned line, and that the 24-inch water main referenced in the letter is currently active.

Task 4: Opinion of Probable Construction Cost

An opinion of the probable construction cost of the project will be developed based upon the 70 percent level plans. This opinion of the probable cost is intended to help finalize definition of the work that will be assigned under the base bid and under various add alternates. Should the sum of the base bid work and the add-alternate work exceed the balance of funds left for the construction phase, discussions will be had with DEC to present the work which will be completed under a separate, future construction contract. Estimates of the probable construction costs will be made and presented to the City for each bid item. An estimate will be provided for work related to each structure, allowing the City to perform the work under separate contracts over time, if necessary.

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Task 5: Preparation of Final Construction Plans & Specifications

On the basis of the comments received from the 70 percent design review meeting and the preliminary opinion of the probable construction cost, design of the project will progress to its final stage, including but not limited to the following:

- Final overall design and verify conformity with the "Guidelines for the Design of Dams", a publication of the Division of Water of DEC.
- Preparation of plans, profiles and details showing existing contours and existing structures with invert elevations where obtainable.
- Preparation of plans, profiles and details of the modifications to be made to the dam, and its spillway and outlet works with definition of base bid work and each add alternate.
- Preparation of technical specifications and a Project Manual. Particular care will be given in the preparation of the Measurement and Payment section of the front end of the specifications to well define the base bid work items and applicable add alternate bid items.

Task 6: SEQRA Compliance, Application for Permit & Engineering Design Report

To comply with SEQRA, Part 1 of a Short Environmental Assessment Form (EAF) will be prepared for early submission to the City. It is expected that the City would classify the project as an Unlisted Action and then complete Parts 2 and 3 of the Short EAF making a Negative Declaration of environmental significance.

In support of filing a Joint Permit Application (JPA), a data request will be made to the NYS Office of Parks, Recreation and Historic Preservation (OPRHP) requesting an impact determination. A Phase I cultural resources assessment, although not included in the proposed scope of work, may be required depending upon the specific OPRHP response. File review requests will be made with NYSDEC and the U.S. Fish & Wildlife Service requesting an impact determination to potential threatened and endangered (T&E) species that may be present. No specialized field surveys for threatened or endangered species are included in the scope of work however, depending upon the agencies responses; a specialized field survey may be required.

Assuming unavoidable wetlands fill impacts are below 0.1 acres, a permit application will be prepared for submission to NYSDEC and the Corps. It is assumed that the proposed project will be covered by a Corps Nationwide Permit (No. 3). The permit application will consist of a letter report with the following attachments: JPA form (to be signed by the City), Permit Design Plans, SEQRA Documentation, Photo-log, OPRHP Correspondence, and T&E Species Review Documentation. It is understood that the project design submitted to the agencies will minimize impacts to wetlands and other Waters of the U.S., consistent with NYSDEC and Corps permit requirements. A Nationwide Permit will be requested from the Corps as part of the JPA, along with appropriate permit authorizations from NYSDEC which, at a minimum, would include a permit for rehabilitation of the dam/dike and also a 401 Water Quality Certification.

C.T. Male Associates

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Once the JPA is submitted to the Corps and NYSDEC, a field review may be conducted with the agencies, and if the agencies have any comments or questions, it will be necessary to respond to their comments.

An Engineering Design Report will be prepared to summarize the required upgrades and their basis for design. This report will be submitted as an attachment to Supplement D-1, Application for Permit for the Construction, Reconstruction or Repair of a Dam or Other Impoundment Structure. Supplement D-1 will be submitted as an attachment to the JPA identified above.

Task 7: Opinion of Probable Cost

The 70% design level opinion of the probable construction cost will be reviewed and updated based upon the work identified on the 100 percent level plans. A discussion will be held with the City to review this opinion of cost and the basis for its development.

Task 8: Bidding Assistance

To assist the City in putting the project out to bid and awarding the project the following will be performed:

- A bid advertisement will be prepared and the City provided electronic construction drawings documents for public bidding.
- A pre-bid meeting will be held to review the project scope with prospective bidders.
- Questions raised by prospective bidders during the bid phase will be responded to.
- Addenda to the contract documents will be prepared and distributed to parties listed on the bidders list as necessary.

The bid opening will be attended, a bid tabulation prepared, the bids reviewed and evaluated, and a recommendation for award made.

Task 9: Construction Administration

Construction administration services include assisting the City with administering the construction contract and coordinating pay applications, and claims for extra work from the contractor. More specifically, this task includes the following services:

- Issuing Notice of Award on behalf of the City to the successful Contractor.
- Coordinating with the City and the Contractor to obtain signed agreements, insurance and bonds.
- Issuance of Notice to Proceed on behalf of the City to the successful Contractor.
- Scheduling and conducting a pre-construction meeting with the City and the Contractor.
- Scheduling and conducting progress meetings with the Contractor.

C.T. Male Associates

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- Receiving, reviewing and recommending progress payments to the City.
- Reviewing and administering change order claims with the City.
- Administering and reviewing submittals and shop drawings submitted by the Contractor for approval.
- Addressing deficiencies or issues in the work of the Contractor.
- Issuance of project closeout documentation.
- Certification of construction compliance to DEC Dam Safety.
- Preparation and submittal of as-built plans and letter of certification that the work has been performed in accordance with the contract documents as required by DEC Dam Safety.

Task 10: Construction Observation

Construction observation services will be conducted on a part-time basis by a senior construction observer. This proposal includes an estimate of 160 hours for construction observation services in order to provide a budget level for the City. These services will include:

- Provide a senior construction observer to observe, document and monitor the contractor's work.
- Document that the contractor is using the approved products and materials.
- Document the amount and type of work completed by the contractor.
- Document the equipment and labor used by the contractor.
- Document issues and obstacles encountered by the contractor. Coordinate with the contractor's superintendent to monitor the progress of the work.
- Use reasonable efforts to enforce the contractor to keep accurate field measurements and produce accurate "red-lined" record drawings.
- Certify that the work has been completed in general conformance with the approved construction documents.

Task 11: Contingencies for Potential Field Investigations

Because of the uncertainties associated with the underwater investigations, and as agreed upon between C.T. Male Associates and the City, a contingency amount of \$12,000.00 has been proposed and shown under this task.

C.T. Male Associates

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Fee

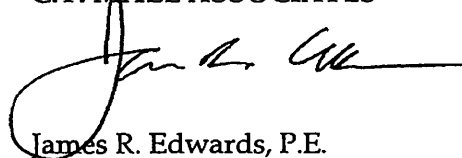
The fees we propose for this work are presented below. The fees for each task are lump sum, with the exception of construction observation which will be billed on an hourly basis.

Task 1: Kickoff Meeting	Lump Sum	\$1,300.00
Task 2: Field Work	Lump Sum	\$28,500.00
Task 3: Design Development	Lump Sum	\$18,600.00
Task 4: Preliminary Construction Cost	Lump Sum	\$4,000.00
Task 5: Final Plans and Specifications	Lump Sum	\$17,800.00
Task 6: SEQRA, Permitting & Reports	Lump Sum	\$9,000.00
Task 7: Final Construction Cost	Lump Sum	\$2,300.00
Task 8: Bidding Assistance	Lump Sum	\$4,200.00
Task 9: Construction Administration	Lump Sum	\$10,500.00
Task 10: Construction Observation (160 hours)	Estimated	\$14,400.00
Task 11: Contingencies (Negotiate per Task)	Estimated	\$12,000.00
Reimbursable (Mileage, Printing, etc)	Estimated	\$5,000.00
	Total Fee	\$127,600.00

Should you have any questions regarding this proposal, please call Alseny Diop or me at (518) 786-7400.

Respectfully,

C.T. MALE ASSOCIATES



James R. Edwards, P.E.
Division Manager - Civil Engineering
j.edwards@ctmale.com

CITY OF NEWBURGH, NEW YORK

Michael G. Ciaravino, City Manager Date
*As per Resolution No.

Attachment: Proposed schedule of tasks

Approved as to form:

Michelle Kelson, Corporation Counsel Date

Kathryn Mack, City Comptroller Date

Printed: 2/27/2018

Engineering, Surveying, Architecture & Landscape Architecture, D.P.C.



PROJECTED WORK SCHEDULE BY TASK	
1	2
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DATE: February 27, 2018

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C.T. MALE ASSOCIATES

Engineering, Surveying, Architecture & Landscape Architecture, D.P.C.

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



February 28, 2018

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

Transmit via Email to: JMorris@cityofnewburgh-ny.gov

*Re: Proposal for Engineering Design Services
Washington Lake Dam
New Windsor, New York*

Dear Mr. Morris:

C.T. Male Associates Engineering, Surveying, Architecture and Landscape Architecture, D.P.C. (C.T. Male) is pleased to present this proposal to provide Professional Engineering Services related to preparing plans, specifications and permit applications for the proposed improvements at Washington Lake Dam in New Windsor, New York. A summarized rehabilitation plan is provided below, followed by description of the proposed work organized by task.

Project Background

An Engineering Assessment (EA) was prepared by our office and last revised in 2017 for Washington Lake Dam. Additionally, a letter was sent to the City of Newburgh from the New York State Department of Environmental Conservation (NYSDEC) on November 9, 2017 outlining deficiencies. As noted within the EA and letter, there are various deficiencies which prevent the structures from being in complete compliance with NYSDEC Dam Safety regulations. The primary deficiencies identified include:

- 1) The reservoir's spillway discharge channel is in a state of disrepair and requires corrective actions.
- 2) The dam's low-level drains were reportedly abandoned, but the method of abandonment and current state is unknown.
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- 5) Drainage at the toe of the embankment, northeast of the reservoir and south of Old Little Britain Road also requires evaluation.
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Mr. Jason Morris, P.E.
City Engineer
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Remedial Design & Permitting Assistance

In order to bring Washington Lake Dam into compliance with NYSDEC Dam Safety regulations, it will be necessary to correct the deficiencies identified within the EA report and the NYSDEC letter. Below is a listing of the specific work tasks we propose to perform and a brief summary of the reasons for and/or elements associated with their performance.

Task 1: Kickoff Meeting

This task involves one kickoff meeting between C.T. Male staff and the City at the dam site. The work scope and schedule will be discussed and confirmed at this meeting.

Task 2: Field Work

This task involves wetland delineations, subsurface explorations, limited topographic surveys, diving investigative services, and any additional field explorations deemed necessary as the project progresses in design. More detailed information regarding this task is provided below:

- *Subsurface Explorations*

This task will include advancement of 3 test borings along the dike on Route 207. Traffic control and protection will be provided by the City. One test boring will be extended to a depth of approximately 50 feet below the existing ground surface elevation, while the remaining two borings will extend to a depth of approximately 30 feet. One monitoring well will be installed on the dike at a location to be selected by the field geotechnical engineer at the time of the subsurface explorations. Test boring logs and results of the subsurface investigation will be provided and incorporated into the overall design. This task will also include subsurface explorations and geotechnical evaluations for the design of the spillway walls, foundation, and apron. Based on our visual inspection, we have estimated advancing two (2) structural borings through or near the retained soils, two (2) concrete cores along the spillway apron, and one (1) concrete core through the deck of the existing culvert.

- *Wetland Delineation*

To define the impacts to wetlands and other waters of the US, a field survey will be conducted within the defined project area. The field work will be performed in accordance with the U.S. Army Corps of Engineers (Corps) Wetland Delineation Manual and the Northcentral-Northeast Supplement. Uniquely labeled flagging will be placed in the field, and a sketch map and data forms will be prepared for each identified wetland or Waters of the United States. A photo-log with representative site photographs will be compiled. Prior to performing the field work, available information will be reviewed and summarized including the NYSDEC Freshwater Wetland Mapping and Stream Classification, National Wetland Inventory (NWI) mapping, and soil classification. Survey maps will be reviewed, showing the interpreted mapped extent of wetlands/waters under the jurisdiction of the Corps and NYSDEC.

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- *Topographic Survey*

Topographic surveys were previously conducted at the dam and reservoir, but additional information is required to complete other tasks listed in this proposal. Our proposed additional survey is yellow highlighted and shown below:



- *Low-Level Outlet/Underwater Investigation*

An underwater investigation of the existing low-level outlet drain(s) within Masterson's Pond will be conducted. Divers will attempt to locate the drain pipe outlet(s) visually, using non-invasive techniques. The diving company will provide a report of findings, which will be used to determine the procedure for abandonment of the outlet(s). If time allows during the investigation, the valve control structure within Masterson's Pond and the boiler house foundation will be further investigated as well.

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Task 3: Design Development

Upon receiving the base map developed under Task 2, design will be initiated and progress to a 70 percent level, a level considered adequate to illustrate sufficient details of the project design that the City can review and comment on. With the City being provided sufficient time to review these preliminary plans, a meeting will be held to answer any questions regarding the design and/or construction aspects of the project and discuss bidding issues; namely what work should be included in the base bid and what would be likely candidates for add alternates. Work that we believe might be considered as elements of the base bid are substantial completion of the following:

- As concluded in the EA, the embankment under Route 207, approximately 300 feet southeast of the intersection of Clarkview Road and Little Britain Road, acts as a closure dike retaining Washington Lake. As stated by the NYSDEC letter, this dike, as such, is an appurtenant structure to the dam and the stability of the structure must be evaluated. This task will include a revised EA that will include the results of the subsurface investigations as described in Task 2, the stability analysis, and engineering recommendations for the structure.
- As observed during the most recent inspection and noted in the EA, the dam's spillway discharge channel is in a state of disrepair and requires corrective action. Based on the observed extent of damage, we are recommending complete removal and replacement of the spillway apron and walls. The large tree to the immediate left of the spillway discharge channel, approximately halfway down the embankment, needs to be removed. The current bridge box (RCB) crossing the spillway on the dam crest appears to be in a manageable condition; therefore, we anticipate that the existing floor beams, deck, and abutments will be rehabilitated and repaired as part of this task.
- Based on our observation, re-evaluation of drainage along the northeast side of the main reservoir and south to southeast of Old Little Britain Road will be necessary. Drainage improvements will likely include regrading of the drainage swale or installation of a closed drain from Old Little Britain Road to an area near Masterson's Pond. Accommodations for this task may also require significant small to mid-size tree removals.
- The reservoir's former low-level outlet is reported to consist of either one or two (twin) 16-inch diameter cast iron pipes located at the approximate center of the embankment. They extend from the former gatehouse foundation, visible at low reservoir levels, to Masterson's Pond. Records indicate the valves are closed and the former gatehouse foundation infilled with stone to prevent the structure from moving. The NYSDEC requires that all non-operational drainage structures be properly abandoned to minimize seepage through the dam.

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- The reservoir does not currently have an operable low level drain that meets the NYSDEC Dam Safety criteria to evacuate 90% of the storage below the reservoir's normal pool in 14 days. In lieu of installing a new low level drain, the current gatehouse contains two operating outlets from the dam that presently connect to the water treatment system for the City of Newburgh. One line is 30 inches in diameter and the second is reportedly 24 inches in diameter. These lines could be modified to be used as a low level drain. Depending on hydraulic requirements, modification of one or both of these raw water mains to function as low-level outlet(s) for the reservoir may be necessary. This can be accomplished by equipping the line(s) with a valve and tee which would allow it to function as a blow-off line, either at the control structure in Masterson's Pond, at a point near Masterson's Pond, or at the water treatment plant. If necessary, the field work will include using non-invasive techniques to locate the alignment of these mains.
- This task will consist of providing a process of abandonment acceptable to NYSDEC. Probing, locating and delineating these former drain line(s) including downstream outlets will be investigated through the commissioning, under Task 2, of a diving service into Masterson's Pond. The procedure for abandoning the lines will depend on the diving service's findings and the condition state of the valves and pipes at that time. In any case, a clear process of abandonment will be developed by C.T. Male and submitted to NYSDEC for approval prior to commencing the process.
- The NYSDEC letter commented on the presence of a possible former raw water main running from the boiler house through the embankment. Based on our review of historic drawings and multiple discussions with the client, we believe that there is no abandoned line, and that the 24-inch water main referenced in the letter is currently active.

Task 4: Opinion of Probable Construction Cost

An opinion of the probable construction cost of the project will be developed based upon the 70 percent level plans. This opinion of the probable cost is intended to help finalize definition of the work that will be assigned under the base bid and under various add alternates. Should the sum of the base bid work and the add-alternate work exceed the balance of funds left for the construction phase, discussions will be had with DEC to present the work which will be completed under a separate, future construction contract. Estimates of the probable construction costs will be made and presented to the City for each bid item. An estimate will be provided for work related to each structure, allowing the City to perform the work under separate contracts over time, if necessary.

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Task 5: Preparation of Final Construction Plans & Specifications

On the basis of the comments received from the 70 percent design review meeting and the preliminary opinion of the probable construction cost, design of the project will progress to its final stage, including but not limited to the following:

- Final overall design and verify conformity with the “Guidelines for the Design of Dams”, a publication of the Division of Water of DEC.
- Preparation of plans, profiles and details showing existing contours and existing structures with invert elevations where obtainable.
- Preparation of plans, profiles and details of the modifications to be made to the dam, and its spillway and outlet works with definition of base bid work and each add alternate.
- Preparation of technical specifications and a Project Manual. Particular care will be given in the preparation of the Measurement and Payment section of the front end of the specifications to well define the base bid work items and applicable add alternate bid items.

Task 6: SEQRA Compliance, Application for Permit & Engineering Design Report

To comply with SEQRA, Part 1 of a Short Environmental Assessment Form (EAF) will be prepared for early submission to the City. It is expected that the City would classify the project as an Unlisted Action and then complete Parts 2 and 3 of the Short EAF making a Negative Declaration of environmental significance.

In support of filing a Joint Permit Application (JPA), a data request will be made to the NYS Office of Parks, Recreation and Historic Preservation (OPRHP) requesting an impact determination. A Phase I cultural resources assessment, although not included in the proposed scope of work, may be required depending upon the specific OPRHP response. File review requests will be made with NYSDEC and the U.S. Fish & Wildlife Service requesting an impact determination to potential threatened and endangered (T&E) species that may be present. No specialized field surveys for threatened or endangered species are included in the scope of work however, depending upon the agencies responses; a specialized field survey may be required.

Assuming unavoidable wetlands fill impacts are below 0.1 acres, a permit application will be prepared for submission to NYSDEC and the Corps. It is assumed that the proposed project will be covered by a Corps Nationwide Permit (No. 3). The permit application will consist of a letter report with the following attachments: JPA form (to be signed by the City), Permit Design Plans, SEQRA Documentation, Photo-log, OPRHP Correspondence, and T&E Species Review Documentation. It is understood that the project design submitted to the agencies will minimize impacts to wetlands and other Waters of the U.S., consistent with NYSDEC and Corps permit requirements. A Nationwide Permit will be requested from the Corps as part of the JPA, along with appropriate permit authorizations from NYSDEC which, at a minimum, would include a permit for rehabilitation of the dam/dike and also a 401 Water Quality Certification.

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Once the JPA is submitted to the Corps and NYSDEC, a field review may be conducted with the agencies, and if the agencies have any comments or questions, it will be necessary to respond to their comments.

An Engineering Design Report will be prepared to summarize the required upgrades and their basis for design. This report will be submitted as an attachment to Supplement D-1, Application for Permit for the Construction, Reconstruction or Repair of a Dam or Other Impoundment Structure. Supplement D-1 will be submitted as an attachment to the JPA identified above.

Task 7: Opinion of Probable Cost

The 70% design level opinion of the probable construction cost will be reviewed and updated based upon the work identified on the 100 percent level plans. A discussion will be held with the City to review this opinion of cost and the basis for its development.

Task 8: Bidding Assistance

To assist the City in putting the project out to bid and awarding the project the following will be performed:

- A bid advertisement will be prepared and the City provided electronic construction drawings documents for public bidding.
- A pre-bid meeting will be held to review the project scope with prospective bidders.
- Questions raised by prospective bidders during the bid phase will be responded to.
- Addenda to the contract documents will be prepared and distributed to parties listed on the bidders list as necessary.

The bid opening will be attended, a bid tabulation prepared, the bids reviewed and evaluated, and a recommendation for award made.

Task 9: Construction Administration

Construction administration services include assisting the City with administering the construction contract and coordinating pay applications, and claims for extra work from the contractor. More specifically, this task includes the following services:

- Issuing Notice of Award on behalf of the City to the successful Contractor.
- Coordinating with the City and the Contractor to obtain signed agreements, insurance and bonds.
- Issuance of Notice to Proceed on behalf of the City to the successful Contractor.
- Scheduling and conducting a pre-construction meeting with the City and the Contractor.
- Scheduling and conducting progress meetings with the Contractor.

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- Receiving, reviewing and recommending progress payments to the City.
- Reviewing and administering change order claims with the City.
- Administering and reviewing submittals and shop drawings submitted by the Contractor for approval.
- Addressing deficiencies or issues in the work of the Contractor.
- Issuance of project closeout documentation.
- Certification of construction compliance to DEC Dam Safety.
- Preparation and submittal of as-built plans and letter of certification that the work has been performed in accordance with the contract documents as required by DEC Dam Safety.

Task 10: Construction Observation

Construction observation services will be conducted on a part-time basis by a senior construction observer. This proposal includes an estimate of 160 hours for construction observation services in order to provide a budget level for the City. These services will include:

- Provide a senior construction observer to observe, document and monitor the contractor's work.
- Document that the contractor is using the approved products and materials.
- Document the amount and type of work completed by the contractor.
- Document the equipment and labor used by the contractor.
- Document issues and obstacles encountered by the contractor. Coordinate with the contractor's superintendent to monitor the progress of the work.
- Use reasonable efforts to enforce the contractor to keep accurate field measurements and produce accurate "red-lined" record drawings.
- Certify that the work has been completed in general conformance with the approved construction documents.

Task 11: Contingencies for Potential Field Investigations

Because of the uncertainties associated with the underwater investigations, and as agreed upon between C.T. Male Associates and the City, a contingency amount of \$12,000.00 has been proposed and shown under this task.

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Fee

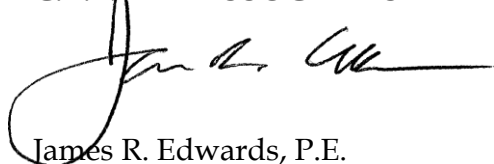
The fees we propose for this work are presented below. The fees for each task are lump sum, with the exception of construction observation which will be billed on an hourly basis.

Task 1: Kickoff Meeting	Lump Sum	\$1,300.00
Task 2: Field Work	Lump Sum	\$28,500.00
Task 3: Design Development	Lump Sum	\$18,600.00
Task 4: Preliminary Construction Cost	Lump Sum	\$4,000.00
Task 5: Final Plans and Specifications	Lump Sum	\$17,800.00
Task 6: SEQRA, Permitting & Reports	Lump Sum	\$9,000.00
Task 7: Final Construction Cost	Lump Sum	\$2,300.00
Task 8: Bidding Assistance	Lump Sum	\$4,200.00
Task 9: Construction Administration	Lump Sum	\$10,500.00
Task 10: Construction Observation (160 hours)	Estimated	\$14,400.00
Task 11: Contingencies (Negotiate per Task)	Estimated	\$12,000.00
Reimbursable (Mileage, Printing, etc)	Estimated	\$5,000.00
	Total Fee	\$127,600.00

Should you have any questions regarding this proposal, please call Alseny Diop or me at (518) 786-7400.

Respectfully,

C.T. MALE ASSOCIATES



James R. Edwards, P.E.
Division Manager – Civil Engineering
j.edwards@ctmale.com

Attachment: Proposed schedule of tasks

CITY OF NEWBURGH, NEW YORK

Michael G. Ciaravino, City Manager Date
*As per Resolution No.

Approved as to form:

Michelle Kelson, Corporation Counsel Date

Kathryn Mack, City Comptroller Date

RESOLUTION NO.: 58-2018

OF

MARCH 12, 2018

**A RESOLUTION AMENDING THE 2018 PERSONNEL ANALYSIS BOOK TO CHANGE
ONE SENIOR TYPIST AND ONE BILINGUAL TYPIST/TRANSLATOR
TO ONE ACCOUNT CLERK AND ONE BILINGUAL ACCOUNT CLERK
IN THE CODE COMPLIANCE BUREAU**

WHEREAS, the 2018 Personnel Analysis Book included one Senior Typist position and one Bilingual Typist/Translator at Grade 3 in the Code Compliance Bureau; and

WHEREAS, the Code Compliance Bureau proposes to change the Senior Typist position to Account Clerk and the position of Bilingual Typist/Translator to Bilingual Account Clerk; and

WHEREAS, the City staff is recommending to this Council that the position of Senior Typist be changed to the position of Account Clerk and the position of Bilingual Typist/Translator to the position of Bilingual Account Clerk, both at Grade 3 to improve the efficiency of the Code Compliance Bureau; and

WHEREAS, the change in the job titles of such positions requires the amendment of the City of Newburgh Adopted Personnel Analysis Book for 2018;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Personnel Analysis Book for 2018 be and is hereby amended to provide for a change in title from Senior Typist to Account Clerk and from Bilingual Typist/Translator to Bilingual Account Clerk in the Code Compliance Bureau.

RESOLUTION NO.: 59 - 2018

OF

MARCH 12, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH
SUNY ORANGE TO PARTICIPATE IN THE STUDENT INTERNSHIP PROGRAM**

WHEREAS, the Internship Program at SUNY Orange provides college students with the opportunity to build upon, apply, and assess the theory and concepts that are developed through the College's degree programs and allow the student to obtain hands-on application skills; and

WHEREAS, the City of Newburgh has expressed an interest in participating in this program, which will benefit the City by providing service to the City in meeting cyclical, project and short-term employment needs and enhance human resource flexibility while providing opportunities to prepare and train a local workforce and create a candidate pool for permanent employment; and

WHEREAS, participation in the SUNY Orange Internship Program requires the City to enter into a memorandum of understanding with SUNY Orange; and

WHEREAS, this Council finds that entering into a memorandum of understanding with SUNY Orange for this purpose 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 the memorandum of understanding and other necessary documents with SUNY Orange to participate in the Internship Program which provides employment and learning opportunities for college students.



Employer Internship Program Manual



2017 – 2018



Introduction:

The internship program at SUNY Orange provides students with the opportunity to build upon, apply, and assess the theory and concepts that are developed through the College's degree programs, and it is a culminating experience in the students' program of study. Internships are learning experiences which allow the student to obtain hands-on application skills.

Specifically internships:

- Assist students in integrating classroom instruction with practical work experiences.
- Provide students with an opportunity to understand the function of organizations.
- Help students explore their strengths and weaknesses in relation to the work requirements.
- Offer students a first-hand understanding of employer expectations and demands.
- Provide SUNY Orange with a means of evaluating the academic preparedness of our students.
- Assist the region in its economic and human resource development needs.
- Build a complete resume of education and work experience.

Internships further the students' professional growth by exposing them to "real-world" work, allowing students to gain career-related experiences while earning college credits. Internships are typically one-time educational work experiences of a fixed duration, related to a student's major or career goal. Typically, a worksite supervisor will act as the student's mentor, guiding and monitoring their performance. A faculty member will oversee the student's academic progress and monitor the internship experience. Internships can be paid or unpaid.

The following programs currently offer internships to their students:

Accounting	Business Management	Human Services
Electrical Technology - Telecommunications	Office Technologies	Marketing
Early Childhood Education	Visual Communications	Criminal Justice
CIT – Networking Web Development	Medical Office Assistant	Arts & Communications

Internship Benefits:

Internships are a three-way partnership among the college, the student and the employer, and provide a mutually beneficial experience for all parties.

Employer Benefits

- Create a candidate pool for permanent employees
- Provide new ideas and new viewpoints
- Prepare and train the region's workforce
- Help employers meet the cyclical, project, or short-term needs without long term commitment
- Engage highly motivated interns who can put education and skills to work
- Enhance human resource flexibility with effective short-term employees
- Interns may serve as public relations ambassadors; students speak about the firm on campus
- Assist the college in strengthening and enhancing departmental curricula in order to produce qualified workers in the future

Student Benefits

- Acquire professional work experience and skills
- Gain a competitive edge over other candidates when seeking employment
- Have the opportunity to test interests and abilities in the real world
- Make professional contacts in a given field of study
- Develop professional portfolio materials
- Earn college credit while gaining valuable work experience
- Enhance self-confidence and esteem, as well as professionalism
- Broaden knowledge related to specific career goals
- Enhance personal growth and develop interpersonal skills

College Benefits

- Provides a formal mechanism to maintain continuous positive communication with employers through experiential learning programs
- Keep college curriculum design and program updated through constant input from the employment sector
- Help to evaluate the academic preparedness of students
- Improve student and faculty access to state-of-the-art equipment and technology by using the workplace as a laboratory extension of the classroom
- Enhance public support for higher education as post-graduation employment results improve

Roles and Responsibilities:

In order to make the internship a positive experience for all parties involved, each one of the partners must commit to a set of responsibilities.

Role and Responsibility of SUNY Orange:

- Recruit students for internships and hold pre-assignment meetings with the interns to review internship requirements.
- Approve the internship description to ensure that it provides a quality learning experience.
- Provide a faculty mentor for credit students who will ensure academic oversight and serve as liaison with a designated site supervisor.
- Handle all disciplinary problems and remove an intern from an organization when it would seem detrimental to allow him/her to remain.
- Personal on-site visits with both intern and supervisor may be scheduled.
- Keep in strictest confidence any proprietary information, materials, and/or procedures that are part of a student's internship experience.
- Indemnify the Site against any liability, loss, or expense which may result from any negligent act of any student or college instructor, and for which the Site might otherwise be liable or might otherwise sustain loss or expense. The College will be responsible to provide, at the Site's request, proof of insurance with limits of liability clearly stated.
- Ensure that all records relating to a student's performance while at the site shall be made available to the student and not to other people as required by the Family Educational Rights and Privacy Act of 1974.
- Accident insurance is provided for credit interns. All accidents must be reported to the Department, Chairperson, Campus Nurse, and Field Experience Supervisor so that an accident report can be completed. Accident insurance claims are submitted to the insurance carrier when appropriate.

Role and Responsibility of the Employer:

- Review and sign the Memorandum of Understanding (Attachment I).
- Provide a valuable learning experience with learning outcomes and objectives.
- Assign a supervisor who will oversee the intern's educational experience. This person will serve as a mentor who will guide and supervise the student.
- Register your company on the Career Portal. The portal is free. This portal is open to the general public, including our students and alumni. Full time, part time, and internship positions can be posted on this website. We require that you post your internship description on this website. Please use Attachment II, Internship Request Form, and include all of that information when uploading the internship job description. The link to the Career Portal is <http://www.collegecentral.com/sunyorange/employer/cfm>.
- Help the intern to understand how his/her job relates to the total organizational community.
- Recommend to the college the removal of an intern when his/her performance or behavior is unacceptable to the organization.
- Evaluate, in writing, the intern's performance through constructive criticism and suggestions (*Attachment III and IV*).
- Provide the student with a letter of recommendation for his/her portfolio as long as the student's work was acceptable.
- Provide equal opportunity for SUNY Orange students. The college prohibits discrimination on the basis of race, color, creed, nationality, religion, sex, age, marital status, or condition of handicap in all educational programs, sponsored activities, or employment terms and conditions. The Site agrees to support this policy when dealing with students assigned under this program.
- Follow the DOL Fair Labor Standards Act governing the use of student interns (*Attachment V*).
- Ensure that all records relating to a student's performance while at the site, shall be made available to the student and not to other people as required by the Family Education Rights and Privacy Act of 1974.
- Unpaid Internship: Accident insurance is provided for students. All accidents must be reported to the Department, Chairperson, Campus Nurse, and Field Experience Supervisor so that an accident report can be completed. Accident insurance claims are submitted to the insurance carrier when appropriate.
- Paid Internship: The site will provide the student with all benefits as stipulated in NY State Labor Laws, since the student will be considered an employee of the Site.

Role and Responsibility of the Student:

- The student is responsible for his/her own transportation to and from the internship site.
- Before a student can secure an internship, he/she has to complete an application (*Attachment VI*) and interview with the department chairperson, if the internship is for credit. The student must also complete a resume before going on an interview.
- Students will interview with an employer for an internship position, if the employer stipulates the interview as a requirement for securing the position.
- The student is expected to report to his/her direct supervisor for instruction and direction and to carry out the policies and duties set forth by the supervisor.
- During the internship, the student will be responsible for completing the required course work as assigned by the faculty mentor and outlined in the course syllabus.
- The students must keep in strictest confidence any proprietary information, materials, and/or procedures of the site the student is assigned to.

- While at the site, the student is expected to act in a professional manner as a member of the organization. This includes:
 - ✓ Being properly groomed and appropriately dressed
 - ✓ Performing the work to the best of the student's ability
 - ✓ Being timely when reporting for work, meetings, and appointments related to the internship
 - ✓ Maintaining professional relationships with company employees, customers, etc.
 - ✓ Adhering to company policies governing the observation of confidentiality and the handling of confidential information
 - ✓ Exercising tact and diplomacy in evaluating the organization's philosophy, policies and operating procedures
- If required by the site, a student may need to have a background check, physical, and/or drug test completed before he/she can begin his/her internship.

Program Requirements:

Academic Majors and Work Assignments

It is important that the student's internship assignments relate closely to his/her academic major, or area of professional interest. The benefit to the student is the ability to "try out" a major in the workplace. This ensures that the student will maintain interest and enthusiasm in their work, and the work will provide a basis for evaluating abilities related to their chosen profession.

Salary

Internships can be paid or unpaid. Wages for SUNY Orange internship students vary depending upon a student's academic major and past work experience. The salary decision is made exclusively by the employer and should be discussed with the student candidates before the position is offered. Employers are not required to provide health insurance and fringe benefits, but may at their discretion.

Unpaid positions for **academic credit** are included as part of the program.

Unpaid, **not-for-credit** internship position are arrangements made between the student and the organization and are not subject to college oversight. However, the college will provide a Certificate of Insurance as long as the intern is a registered student during the semester they are completing their internship.

Student Work Hours

Depending on the student's major, there are different kinds of internships. The credit hours received by the student and the time of year of the internship may determine the number of hours the student would work per week and over that period of time (number of weeks or months). Semester blocks typically start in September and January, or June for the summer sessions; however, we try to be flexible in order to meet the timing of the employer's needs. When the college is closed due to adverse weather conditions or other emergencies, a student scheduled to report to work for his internship will not be required to report. The student should, however, contact his/her Supervisor and advise him/her that he/she will not be reporting to work. Students must complete an attendance log recording hours worked. The attendance log must be signed by the supervisor (*Attachment IX*).

Learning Contract

Students earn college credit for documenting the learning that has taken place through their work assignment. Early in the semester, students may be required to develop a Learning Contract (*Attachment VII*), listing their learning objectives, which they will accomplish over the course of their placement. Work supervisors should review the students' objectives and make recommendations for targeted learning, training, and skill development during the placement.

Evaluations

SUNY Orange requires the site supervisor complete an Intern Evaluation at mid-point (*Attachment III*) and at the end of the internship assignment (*Attachment IV*). This form provides the intern with invaluable feedback and factors into the grade the student will receive for the internship experience. Additionally, it offers the employer a chance to comment on the overall internship partner program.

Students are encouraged to complete an Internship Site Evaluation (*Attachment VIII*) which provides the college with information that can be used to continually enhance and improve internship sites.



SUNY Orange

Internship Program

Memorandum of Understanding

This Memorandum of Understanding is between SUNY Orange located at 115 South Street, Middletown, NY hereafter referred to as the College, and

Company Name, Address, City, State, Zip

The purpose of this memorandum is to provide SUNY Orange students, enrolled in the College's Internship Program, with the opportunity to develop hands-on skills and increase their knowledge and understanding of their chosen major.

The Partners agree to the following:

Role and Responsibility of the College:

- Recruiting students for the internships and holding pre-assignment meeting with the interns to go over the details of the Memorandum of Understanding.
- Approving the assignment of an intern to an organization after analyzing the organization's intent to provide a high quality learning experience.
- Providing a faculty mentor for the general academic oversight of the students and for liaison with a designated site supervisor.
- Handling all disciplinary problems and removing an intern from an organization when it would seem detrimental to allow him/her to remain.
- Arrange, when possible, for a personal on-site visit with both intern and supervisor.
- Keeping in strictest confidence any proprietary information, materials, and/or procedures that are part of a student's internship experience.
- Indemnifying the Site against any liability, loss, or expense which may result from any negligent act of any student or college instructor, and for which the Site might otherwise be liable or might otherwise sustain loss or expense. The College will be responsible for providing, at the Site's request, proof of insurance with limits of liability clearly stated.
- Ensuring that all records relating to a student's performance while at the site shall be made available to the student and not to other persons as required by the Family Educational Rights and Privacy Act of 1974.

Role and Responsibility of the Site:

- Assigning a supervisor who will oversee the intern's educational experience. This person will serve as a mentor who will guide and supervise the student.
- Posting internship description on the Career Portal which includes:
 - ✓ Internship description
 - ✓ Qualification and skill requirements
 - ✓ Educational benefits
 - ✓ Financial assistance and other benefits
- Helping the intern to understand how his/her job relates to the total organizational community and helping the intern develop a professional attitude about his/her work.
- Recommending to the college the removal of an intern when his/her performance or behavior is unacceptable to the organization.
- Evaluating the intern's performance through constructive criticism and suggestions and submitting an evaluation of the student's performance.
- Providing the student with a letter of recommendation for his/her portfolio, providing the student's work was acceptable.
- Providing equal opportunity for SUNY Orange students. The college prohibits discrimination on the basis of race, color, creed, nationality, religion, sex, age, marital status, or condition of handicap in all educational programs, sponsored activities, or employment terms and conditions. The Site agrees to support this policy when dealing with students assigned under this program.
- **Unpaid Internship:**
Accident insurance is provided for students. All accidents must be reported to the Department, Chairperson, Campus Nurse, and Field Experience Supervisor so that an accident report can be completed. Accident insurance claims are submitted to the insurance carrier when appropriate.
- **Paid Internship:**
The Site will provide the student with all benefits as stipulated by NY State labor laws, since the student will be considered an employee of the Site.

Role and Responsibility of the Student:

- The student is responsible for his/her own transportation to and from the internship site.
- Before a student can secure an internship site, he/she has to complete an application and interview with the department chairperson.
- The student will interview with an employer for an internship position, if the employer stipulates the interview as a requirement for securing the position.
- The student is expected to report to his/her direct supervisor for instruction and direction and to carry out the policies and duties set forth by the supervisor.

- During the internship, the student will be responsible for completing the required course work as assigned by the faculty mentor and outlined in the course syllabus.
- Keeping in strictest confidence any proprietary information, materials, and/or procedures of the site the student is assigned to.
- While at the site, the student is expected to act in a professional manner as a member of the organization. This includes:
 - ✓ Being properly groomed and appropriately dressed
 - ✓ Performing the work to the best of the student's ability
 - ✓ Being timely when reporting for work, meetings, and appointments related to the internship
 - ✓ Maintaining professional relationships with company employees, customers, etc.
 - ✓ Adhering to company policies governing the observation of confidentiality and the handling of confidential information
 - ✓ Exercising tact and diplomacy in evaluating the organization's philosophy, policies and operating procedures
- If required by the site, a student may need to have a background check completed before he/she can begin their internship.

This Memorandum of Understanding will remain active for three years from the date of signing.

This is to acknowledge that all partners have read the Memorandum of Understanding and by signing this form agree to its terms.

_____ Site Representative Signature	_____ Print Name	_____ Date
_____ SUNY Orange Representative Signature	_____ Print Name	_____ Date
_____ SUNY Orange VPAF Signature	_____ Print Name	_____ Date

RESOLUTION NO.: 60 - 2018

OF

MARCH 12, 2018

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 109 CHAMBERS STREET (SECTION 18, BLOCK 9, LOT 10)
AT PRIVATE SALE TO EVE PICKER FOR THE AMOUNT OF \$1,000.00**

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

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

WHEREAS, the City of Newburgh desires to sell 109 Chambers Street, being more accurately described as Section 18, Block 9, Lot 10 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has offered to purchase this property at private sale; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to sell said property to the prospective buyer for the sum as outlined below, and upon the same terms and conditions annexed hereto and made a part hereof,

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchasers upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before June 15, 2018, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
109 Chambers Street	18 - 9 - 10	Eve Picker	\$1,000.00

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

Terms and Conditions Sale

109 Chambers Street, City of Newburgh (18-9-10)

STANDARD TERMS:

1. City of Newburgh acquired title to these properties in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2017-2018, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2017-2018, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. The property is sold subject to an owner-occupancy restriction. The purchaser has agreed to purchase the property subject to the five (5) year owner occupancy restriction shall, within 18 months of the delivery of the deed, establish his domicile and principal residence at said premises and maintain his domicile and principal residence at said premises for a period of at least five (5) years thereafter, provided that within said five (5) year period, the purchaser may convey said premises to another who shall also maintain their domicile and principal residence at said premises for said period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms of Sale.

7. Notice is hereby given that the property lies within the East End Historic District as designated upon the zoning or tax map. This parcel is being sold subject to all provision of law applicable thereto and it is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance with same.
8. Notice is hereby given that the property is vacant and unoccupied. The parcel is being sold subject to the City's Vacant Property Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the property and remit the vacant property fee. It is the sole responsibility of the purchaser to redevelop such parcel in accordance with same.
9. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
10. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
11. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
12. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before June 15, 2018. Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
13. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
14. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.

15. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
16. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
17. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
18. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed.
19. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: 61 - 2018

OF

MARCH 12, 2018

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 376 LIBERTY STREET REAR (SECTION 10, BLOCK 1, LOT 34)
AT PRIVATE SALE TO EDOUARD PIERRE FOR THE AMOUNT OF \$16,250.00**

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

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

WHEREAS, the City of Newburgh desires to sell 376 Liberty Street Rear, being more accurately described as Section 10, Block 1, Lot 34 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has offered to purchase this property at private sale; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to sell said property to the prospective buyer for the sum as outlined below, and upon the same terms and conditions annexed hereto and made a part hereof,

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchasers upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before June 15, 2018, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
376 Liberty Street Rear	10 - 1 - 34	Edouard Pierre	\$16,250.00

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

Terms and Conditions Sale

376 Liberty Street Rear, City of Newburgh (10-1-34)

STANDARD TERMS:

1. City of Newburgh acquired title to these properties in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2017-2018, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2017-2018, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. The property is sold subject to an owner-occupancy restriction. The purchaser has agreed to purchase the property subject to the five (5) year owner occupancy restriction shall, within 18 months of the delivery of the deed, establish his domicile and principal residence at said premises and maintain his domicile and principal residence at said premises for a period of at least five (5) years thereafter, provided that within said five (5) year period, the purchaser may convey said premises to another who shall also maintain their domicile and principal residence at said premises for said period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms of Sale.

7. Notice is hereby given that the property lies within the East End Historic District as designated upon the zoning or tax map. This parcel is being sold subject to all provision of law applicable thereto and it is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance with same.
8. Notice is hereby given that the property is vacant and unoccupied. The parcel is being sold subject to the City's Vacant Property Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the property and remit the vacant property fee. It is the sole responsibility of the purchaser to redevelop such parcel in accordance with same.
9. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
10. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
11. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
12. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before June 15, 2018. Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
13. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
14. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.

15. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
16. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
17. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
18. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed.
19. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: 62 -2018

OF

MARCH 12, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
A LICENSE AGREEMENT WITH
THE NEWBURGH ENLARGED CITY SCHOOL DISTRICT
ALLOWING THE NFA CREW USE AND ACCESS TO
WARD BROTHERS MEMORIAL ROWING PARK**

WHEREAS, by Resolution No. 211-1999, the City Council of the City of Newburgh dedicated a parcel of land identified as Section 49, Block 2, Lot 5.1-2 on the official tax map of the City of Newburgh as Ward Brothers Memorial Rowing Park for use as a place where non-mechanically powered watercraft may launched; and

WHEREAS, the Newburgh Enlarged City School District (the "District") requires a suitable location for the Newburgh Free Academy Crew Team ("NFA Crew") to hold rowing practice and competitions; and

WHEREAS, the City of Newburgh (the "City") wished to encourage and support the students' ability to participate in the sport of rowing; and

WHEREAS, the District and the City recognize the need to formalize their respective obligations in providing use and access to Ward Brothers Memorial Rowing Park by the NFA Crew;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to execute a License Agreement with the Newburgh Enlarged City School District in substantially the same form as attached hereto with such other terms and conditions as Corporation Counsel may require, same as being required by law and in the best interests of the City of Newburgh, and any other documents as may be required by law, rule or regulations, to allow the NFA Crew use and access to Ward Brothers Memorial Rowing Park.

This Agreement made this _____ day of March, 2018 by and between the City of Newburgh, a municipal corporation organized and existing under the laws of the State of New York with an office located at 83 Broadway, Newburgh, New York 12550 and the Newburgh Enlarged City School District, a school district organized and existing under the law of the State of New York with an office located at 124 Grand Street, Newburgh, New York 12550.

WITNESSETH

WHEREAS, by Resolution No. 211-1999, the City Council of the City of Newburgh dedicated a parcel of land identified as Section 49, Block 2, Lot 5.1-2 on the official tax map of the City of Newburgh as Ward Brothers Memorial Rowing Park for use as a place where non-mechanically powered watercraft may launched; and

WHEREAS, the Newburgh Enlarged City School District (the "District") requires a suitable location for the Newburgh Free Academy Crew Team ("NFA Crew") to hold rowing practice and competitions; and

WHEREAS, the City of Newburgh (the "City") wishes to encourage and support the students' ability to participate in the sport of rowing; and

WHEREAS, the District and the City recognize the need to formalize their respective obligations in providing use and access to Ward Brothers Memorial Rowing Park by the NFA Crew; and

WHEREAS, Article 5-G of the General Municipal Law specifically authorizes and encourages municipal corporations to enter into agreements with each other in order to provide cooperatively, jointly, or by contract any facility, service, activity, or undertaking which each participating municipal corporation has the power to provide separately;

Now, therefore, be it agreed by and between the District and the City for the consideration named herein as follows:

1. Grant of license. The City hereby represents that it owns Ward Brothers Memorial Rowing Park in the City of Newburgh, and more accurately described as Section 49, Block 1, Lot 5.1-2 on the official tax map of the City of Newburgh, and that it has duly authorized this Agreement. The City does hereby grant a revocable and non-exclusive license to the District and the NFA Crew, subject to the terms and conditions hereinafter stated, to enter and access Ward Brothers Memorial Rowing Park for the purposes of high school students to train, practice and conduct competitions in the sport of rowing.
2. Obligations of the District. Installation, maintenance, repair; compliance with laws, rules and regulations.
 - a. The District may install, repair and maintain docks, using or not using the existing bulkheads, on said premises in such location and position as may be approved by the

City. All such work upon or under the property of the City shall be performed in such manner as will be satisfactory to the City.

- b. The District may install a non-permanent and removable storage container to be located on 100 feet south of existing north fence to be removed during cold-weather months.
 - c. The District shall be responsible for all costs of installation, maintenance, repair, replacement, and removal of the docks and storage container and to keep same in good, safe, and working condition throughout the term of this License.
 - d. The District shall be responsible for obtaining all permits and land use approvals that are required for the installation, maintenance, repair, replacement of the docks and storage container and comply with all applicable Federal, State, County, and City laws, ordinances, rules, and regulations throughout the term of this License.
 - e. The District shall cooperate and coordinate activities with other persons or organizations who may be licensed to use other portions of Section 49, Block 1, Lot 5.1-2.
3. Notwithstanding the terms of the dedication of the land comprising Ward Brothers Memorial Rowing Park for public use, the District shall be permitted to maintain mechanically powered watercraft, consisting of "coach's safety launches" to be equipped with small outboard engines.
4. Term: The term of this Agreement shall commence upon execution by all parties to this Agreement and terminate on June 30, 2022. Upon termination of this Agreement, the District shall remove the docks, storage container and other equipment from the premises. This Agreement may be renewed for additional terms upon mutual written agreement of the parties.
5. Insurance. The Licensee shall not commence or perform work nor operate machinery under this License Agreement until it has obtained all insurance required under this Section 3 and such insurance has been approved by the City.
- A. Workers' Compensation Insurance - The Licensee shall take out and maintain during the life of this agreement such Workers' Compensation Insurance for its employees or members to be assigned to the work hereunder as may be required by New York State Law.
- B. General Liability and Property Damage Insurance - The Licensee shall take out and maintain during the life of this agreement such general liability and property damage insurance as shall protect it. The City shall be named as an additional insured on all such policies to protect it from claims for damages for personal injury including accidental death, as well as from claims for property damage which may arise from operations under this agreement. The amounts of such insurance shall be as follows:
1. General Liability Insurance in an amount not less than \$1,000,000.00 for injuries including wrongful death to any one person and subject to the same limit for each person, in an amount not less than \$3,000,000.00 on account of any one occurrence.

2. Property Damage Insurance in an amount not less than \$50,000.00 for damage on account of all occurrences.

The Licensee shall furnish evidence of such insurance to the City prior to commencement of this agreement and each year this agreement is in force. Such insurance shall be maintained in force during the entire term of this License Agreement.

C. Licensee may retain certain employees, agents, contractors and consultants to perform the subject work. In the contract by which Licensee retains such agents, Licensee and such agents shall provide and maintain insurances as required by this Section 3 and name Licensor as an additional insured under insurance coverage concerning Licensee's performance of the work referenced herein.

6. Damages. It is hereby mutually covenanted and agreed that the relationship of the District to the City as to the work to be performed by it under this agreement shall be that of an independent contractor. As an independent contractor, the District will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said performances arising out of the negligent performance, other than those wholly caused by Acts of God. The District shall make good any damages that may occur in consequence of the performance of the work or any part of it. The District shall assume all blame, loss and responsibility of any nature by reason of the District's neglect or violation of any federal, state, county or local laws, regulations or ordinances applicable to the District and/or the nature of its performance or arising out of its activities licensed hereby.
7. Indemnity and Save Harmless Agreement.
 - A. The District agrees to indemnify and save the City, its officers, agents and employees harmless from any liability imposed upon the City, its officers, agents and/or employees arising from the negligence, active or passive, of the District.
 - B. The City agrees to indemnify and save the District, its officers, agents and employees harmless from any liability imposed upon the District, its officers, agents and/or employees arising from the negligence, active or passive, of the City.
8. Assignment of License; no sub-licensing. In accordance with the provisions of Section 109 of the General Municipal Law, the District is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement or of its right, title or interest in this agreement or its power to execute this agreement to any other person or corporation without the previous consent in writing of the City. The District may not sub-license this License to any other party.
9. Termination of License. Either party may terminate this License prior to June 30, 2022, with or without cause, on at least thirty (30) days prior written notice to the other party. In the event of such termination by either party, the District shall not be entitled to reimbursement of any of its costs, including but not limited to, those for construction,

maintenance, repair, replacement, and removal of the docks, storage container, or any other equipment. Upon termination, the District and its agents, volunteers, employees and contractors, will restore the property to a clean and orderly state and in the same condition as existed prior to the granting of this license, normal wear and tear excepted.

10. New York law. This License Agreement shall be construed under New York law and any and all proceedings brought by either party arising out of or related to this License shall be brought in the New York State Supreme Court, Orange County.
11. Modification of License Agreement. This License Agreement may not be modified except by a writing subscribed by both parties to this Agreement.
12. No Vested Rights to Land. It is understood and agreed that no vested right in said premises is hereby granted or conveyed from either party to the other, and that the privileges hereby given are subject to any and all encumbrances, conditions, restrictions and reservations upon or under which the parties held said premises prior to the granting of this license.
13. This License Agreement may be executed in any number of counter-parts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

WITNESSETH:

THE CITY OF NEWBURGH
LICENSOR

By: _____
Michael G. Ciaravino, City Manager
Per Resolution No.:

NEWBURGH ENLARGED CITY SCHOOL DISTRICT
LICENSEE

By: _____
Carole Mineo, Board President
Per Resolution No.:

Approved as to form:

MICHELLE KELSON
Corporation Counsel

KATHRYN MACK
City Comptroller

RESOLUTION NO.: 63 - 2018

OF

MARCH 12, 2018

RESOLUTION AMENDING RESOLUTION NO: 333-2017,
THE 2018 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK TO TRANSFER
\$30,000 FROM WATER FUND - DISTRIBUTION MAINTENANCE AND SUPPLIES
TO WATER FUND - CORPORATION COUNSEL OTHER SERVICES
TO COVER EXPENSES RELATED TO THE PFOS LITIGATION

WHEREAS, adjustments to the 2018 Budget are necessary to fund expenses related to pursuing the City's legal claims in connection with the PFOS contamination of the City's water supply; the same being in the best interest of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that Resolution No.: 333-2017, the 2018 Budget of the City of Newburgh, is hereby amended as follows:

	<u>Decrease</u>	<u>Increase</u>
F.8340.0415.0000= Distribution		
- Maintenance and Supplies	<u>\$30,000.00</u>	
F.0000.0599.01000 Appropriated Fund Balance		\$100,000.00
F.1420.0448.0000 Corporation Counsel		
Other Services		<u>\$ 30,000.00</u>
TOTAL:	\$30,000.00	\$130,000.00

RESOLUTION NO.: 64 - 2018

OF

MARCH 12, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PAYMENT
OF CLAIM WITH HAZAM ALHARBI IN THE AMOUNT OF \$3,278.28**

WHEREAS, Hazam Alharbi brought a claim against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the claim in the amount of Three Thousand Two Hundred Seventy-Eight and 28/100 Dollars (\$3,278.28) in exchange for a release to resolve all claims among them; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the claim of Hazam Alharbi in the total amount of Three Thousand Two Hundred Seventy-Eight and 28/100 Dollars (\$3,278.28) and that the City Manager be and he hereby is authorized to execute documents as the Corporation Counsel may require to effectuate the settlement as herein described.

ORDINANCE NO.: 1-2018

OF

MARCH 12, 2018

AN ORDINANCE AMENDING SECTION 288-66 OF THE CODE OF ORDINANCES
ADDING STOP SIGNS AT THE INTERSECTION OF SOUTH STREET
AND MONTGOMERY STREET

BE IT ORDAINED, by the Council of the City of Newburgh, New York that Section 288-66, Schedule VIII: Stop Intersections, be and is hereby amended to add two stops sign as follows:

Section 1. § 288-66. Schedule VIII: Stop Intersections.

In accordance with the provisions of § 288-14, the following described intersections are hereby designated as stop intersections, and stop signs shall be installed as follows:

Stop Sign on	Direction of Travel	At Intersection of
<u>South Street</u>	<u>Both</u>	<u>Montgomery Street</u>

Section 2. This Ordinance shall take effect immediately.

Underlining denotes additions
~~Strikethrough~~ denote deletions

LOCAL LAW NO.: 2-2018

OF

MARCH 12, 2018

**A LOCAL LAW AMENDING SECTION 248-1(B)(1) ENTITLED “SEWER USE RENTS”
OF THE CITY OF NEWBURGH CODE OF ORDINANCES TO INCREASE
SEWER USE RENTS TO 104 PERCENT OF THE CUSTOMER’S ANNUAL WATER BILL**

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

SECTION 1 - TITLE

This Local Law shall be referred to as “A Local Law amending Section 248-1(B)(1) of the City of Newburgh Code of Ordinances entitled ‘Sewer Use Rents’ to Increase Sewer Use Rents to 104 Percent of the Customer’s Annual Water Bill”.

SECTION 2 - AMENDMENT

Section 248-1(B)(1) “Sewer Use Rents” shall be amended to read as follows:

Section 248-1. Imposition; method of determination.

There is hereby established and imposed sewerage facilities rents and sewer use rents, which rents are to be imposed upon the owners of real property and which rents are to be determined as follows:

B. Sewer use rents.

- (1) The sewer use rent shall be ~~100~~ 104% of the customer’s annual water bill, except as specified in Subsection B(2) and B(3).

SECTION 3 - VALIDITY

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

Underlining denotes additions
~~Strikethrough~~ denotes deletions

SECTION 4 - EFFECTIVE DATE

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

Underlining denotes additions
~~Strikethrough~~ denotes deletions

RESOLUTION NO.: 45 - 2018

OF

FEBRUARY 12, 2018

A RESOLUTION SCHEDULING A PUBLIC HEARING FOR FEBRUARY 26, 2018
TO HEAR PUBLIC COMMENT CONCERNING A LOCAL LAW
AMENDING SECTION 248-1(B)(1) ENTITLED "SEWER USE RENTS" TO INCREASE
SEWER USE RENTS TO 104 PERCENT OF THE CUSTOMER'S ANNUAL WATER BILL

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 amending Section 248-1(B)(1) of the City of Newburgh Code of Ordinances entitled "Sewer Use Rents" to Increase Sewer Use Rents to 104 Percent of the Customer's Annual Water Bill; 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 26th day of February, 2018, in the 3rd Floor Council Chambers, City Hall, 83 Broadway, Newburgh, New York.

I, Lorena Vitak, City Clerk of the City of Newburgh,
hereby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held Feb 13, 2018
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 13 day of Feb. 2018


City Clerk

LOCAL LAW NO.: _____-2018

OF

A LOCAL LAW AMENDING SECTION 248-1(B)(1) ENTITLED "SEWER USE RENTS"
OF THE CITY OF NEWBURGH CODE OF ORDINANCES TO INCREASE
SEWER USE RENTS TO 104 PERCENT OF THE CUSTOMER'S ANNUAL WATER BILL

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

SECTION 1 - TITLE

This Local Law shall be referred to as "A Local Law amending Section 248-1(B)(1) of the City of Newburgh Code of Ordinances entitled 'Sewer Use Rents' to Increase Sewer Use Rents to 104 Percent of the Customer's Annual Water Bill".

SECTION 2 - AMENDMENT

Section 248-1(B)(1) "Sewer Use Rents" shall be amended to read as follows:

Section 248-1. Imposition; method of determination.

There is hereby established and imposed sewerage facilities rents and sewer use rents, which rents are to be imposed upon the owners of real property and which rents are to be determined as follows:

B. Sewer use rents.

- (1) The sewer use rent shall be ~~100~~ 104% of the customer's annual water bill, except as specified in Subsection B(2) and B(3).

SECTION 3 - VALIDITY

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

Underlining denotes additions

~~Strikethrough~~ denotes deletions

SECTION 4 - EFFECTIVE DATE

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

DRAFT

Underlining denotes additions
~~Strikethrough~~ denotes deletions

Regional Sewer and Water Rates

Town/City	Water Usage Rate Converted to Gallons	Sewer Usage Rate Converted to Gallons
Middletown	\$.0096/gallon	\$.0064/gallon
Fishkill	\$.0018/gallon	\$.0069/gallon
Newburgh	\$.0061/gallon	\$.0064/gallon
*Sewer rate includes 4% increase		
Poughkeepsie	\$.0043/gallon	\$.0036/gallon
Kingston	\$.0153/gallon	\$.0079/gallons

Surrounding Cities Water and Sewer Breakdown 2018										
Location	Type	County	Population	Last Water Rate Change	Last Sewer Rate Change	Sewer System	Which usage measure does your municipality use for Sewer Rates?	Water Rate	Minimum Charge per Billing Cycle/Usage Allowance	Sewer Rate
Albany	City	Albany	98,111	9/15/2012		Combined	Water Consumption	\$2.67/748 gallons (100 Cubic Ft)		\$2.67/748 gallons (100 Cubic Ft)
Beacon	City	Dutchess	15,541	not recently	10% increase 2017 '10% increase 2018	Separate	Water Consumption	1st 0-6 Units \$28.36//+1 unit 4.04		1st 0-6 Units \$16.81// \$2.23 unit
Fishkill	Village	Dutchess	2,171	March 2013	January 2013	Combined	Metered	\$13.75 per 1000 CF after 1000 CF \$8.94 per 1,000 CF		\$31.25 per 600 CF after 1000 CF \$4.74 per 100 CF
Hudson	City	Columbia	134,309			Combined				
Kingston	City	Ulster	23,210			Combined	Per unit of Water	0-4 Units Minimum \$46.01 (1 unit=100 Cu Ft) increased rate in addition to additional units		5.92/unit (100 Cu FT)
Middletown	City	Orange	28,086	January 2017	December 2017	Separate	Billed for gallons of water used	\$9.64/1000		\$6.42/1000
Newburgh (City)	City	Orange	28,866	April 2013	April 2013	Combined	Percentage of Water Bill	\$6.13/1000	Minimum charge is based on the size of the meter: 5/8" is 6,000 gallons, 3/4" is 14,000 gallons, 1" is 24,000 gallons, 1 1/2" is 42,000 gallons, 2" is 83,000 gallons, 3" is 120,000 gallons, 4" is 180,000 gallons, 6" is 315,000 gallons, 8" is 675,000 gallons anything over the minimum is \$6.13/gallon.	\$6.13/1000
Newburgh (TOWN)	Town	Orange	29,801	1/1/2016	1/1/2016	Combined		7500 Gallons or Less \$16.00+increments of (\$4.40/5.20 and 6.20/thousand gallons)		Various Range (\$4.40 to \$7.20-dependant on location)
Peekskill	City	Westchester	24,053			Combined				
Poughkeepsie	City	Dutchess	32,736	January 2017	January 2017	Combined	Percentage of Water Bill	\$4.30/unit		\$3.60/unit
Yonkers	City	Westchester	195,979			Combined	Basic Service Charge \$118.79 per Cycle (2x per year)	3.79/ 100 Cubic Feet		0.94/100 Cubic Feet

Water Rate per Gallon

Sewer Rate Per Gallon

\$.0036 Per gallon

\$.0036 Per gallon

\$.0024 per gallon

\$.0022 per gallon

\$.0018 per gallon up to 7480 gallons

\$.0069 per gallon

\$0.153 per gallon for 4 units
\$0096 per gallon

\$.0079 per gallon
\$.0064 Per gallon

5/8 meter Minimmum Bill \$.0061 per gallon

\$.0064 Per gallon with 4% increase if adopted

\$0022 per gallon up to 7500 Gallons

Low Point \$.0059 High Point \$.0096

\$.0043 Gallon
\$0.0051 per gallon up to 750 gallons

\$.0036 Per gallon
\$.0013 per gallon