

A regular meeting of the City Council of the City of Newburgh was held on Monday, August 14, 2017 at 7:00 PM in the third floor Council Chambers at City Hall, 83 Broadway, Newburgh, NY.

Prayer/Rezo

The prayer was led by Pastor Jesus Maldonado of Dare To Dream Christian Ministries, in Newburgh, New York.

Pledge of Allegiance/Juramento a la Alianza

Mayor Kennedy called for a Moment of Silence for the tragedy that occurred in Charlottesville, Virginia this past weekend.

Roll Call / Lista de Asistencia

Present: Mayor Kennedy, presiding; Councilwoman Abrams, Councilwoman Mejia, Councilwoman Rayford-4

Absent: Councilwoman Angelo, Councilman Harvey*, Councilwoman Holmes-3

**Councilman Harvey was not present for the roll call but he arrived later in the meeting*

COMMUNICATIONS

Approval of the minutes of the meeting of July 10, 2017

Carried

Councilwoman Abrams moved and Councilwoman Rayford seconded.

Ayes: Abrams, Mejia, Rayford, Kennedy - 4

City Manager Update

Michael Ciaravino commented about happenings in the police department. As we look at racial bigotry and hatred rearing its ugly head in different parts of the country, we are undergoing a renaissance in Newburgh as it relates to the way our police department interacts with its community. Many people in the community have reported on this transformative action, and how the department acknowledges past wrongs and is working to build relationships going forward. Many of our police officers have participated in a program provided through the National Network for Safe Communities. The program serves to train a new generation of police officers. It looks at the historical context of police and community relationships, particularly those community members who originated as slaves when they first came to this country- a relationship that was tainted from the very beginning. This is the same type of innovative training that Bishop Desmond Tutu tried to do in South Africa. It is a painstaking process to begin to establish trust in the community, but we have proven to be a role model for community policing and for what an urban center could look like. This is in contrast to what we see in some of our national leaders, who are trying to

promote an agenda of racial hate and bigotry. We believe this is a sideshow to what is really happening in our country.

He spoke about the Gun Violence Reduction Program and Hot Spot Policing. We are drawing upon statistics to focus our energies and efforts on the areas where the majority of crime seem to occur. The statistics show that a small percentage of individuals are committing the crime, so let's just go after the bullies to help make our streets safe again. He spoke about the Group Violence Intervention Program, which brings young people into the conversation. It is a holistic approach, which ultimately results in law enforcement, parole officers, pastors and young people. Also the conversation includes the ex-convict, who can help others by sharing his story by sitting down together and breaking bread with the community. The message we want to send is that we would rather you not go to jail. Rather we want to sit down with you and your family and address the factors that lead people to jail. It is a multi-faceted approach.

The latest tool that we have in law enforcement is the Shot Spotter Gunfire Detection Program. We went live with the program last Thursday due to the earnest efforts of Lt. Weaver and his staff. It is a gunfire detection system to combat gun crime and shootings. This public safety system covers three (3) square miles of the city, and it will improve safety through a series of audio sensors that are deployed around the community. Acoustic experts instantly notify officers on the street with real time data. Also it enables us to differentiate between the standard fireworks in our city and gunfire. Ciaravino pointed out that we still need community involvement to combat crime, as technology alone will not eliminate violence. The initial outlay for the software was \$300K. We are looking at future fundraising strategies so that we will be able to continue the program. In these lean times of funding this commitment speaks to the values of our community.

In the Recreation Department, he mentioned that registration for the Positive Image Teen Program is ongoing. It is designed to promote health and personal development for high school youth. The program will meet 5-9 P.M. Fridays and 1-5 P.M. on Saturdays through August 26th. The Aquatic Center will close for the season on Saturday, August 26th. Registration for Fall Soccer and Basketball is currently underway. He urged everyone to either visit the website or call the Recreation Department for more information.

The City Manager commented about issues in the water department. The department recently responded to an emergency situation as it related to the discovery of a 100- year

old, and 8-inch water main on Dubois Street. The water main fed into a 20-inch water main on Broadway. Our infrastructure is aging and collapsing. This discovery presented a major crisis for the residents on Dubois Street, as well as the occupants of St. Luke's Hospital. In a Herculean effort, which seems to be the norm around here, staff from the Water Department, Engineering Department and Public Works were dispatched to address a situation that could have caused a huge crisis in that area of the city. We are utilizing the city's Facebook page so that the community can continue to report these infrastructure failures when they occur.

He commented on what he felt has been a tremendous misunderstanding, as it relates to Resolution #246-2017 and the Dutch Reformed Church. The roof is showing strong signs of needing imminent repair work and stabilization before winter sets in. The overall presentation from the developer emphasized a need for meaningful public engagement and involvement. At the end of the day, we want to stabilize the DRC. Leaders at this table, as well as the administrative staff have emphasized that we can't stand to lose this significant site; but we simply don't have the money to do the repairs. One of the leaders has proposed that we have a jazz concert and bring in jazz legend Herbie Hancock, as the site has amazing acoustics. The initial idea for an RFP began when it was presented at a public forum on a number of occasions. We then issued an RFP, posted it on the website and released it to BidNet on Nov. 25, 2016. A press release was sent out on November 28, 2016, and the time to bid was extended to February 1, 2017 for all applicants. We received three completed applications, but nothing has been decided. It is all about community participation and input, but, we have to act quickly so that we get that roof stabilized by wintertime. While there are numerous staff and community organizations and members who are involved in the process, we are particularly excited by our State representatives, who can possibly bring us the very money that we need to do the emergency work. Sometimes it is human nature to assume the worst, but this represents the current state of the project.

The City Manager concluded his report.

July Finance Report

City Comptroller Kathryn Mack updated the council, as there were questions presented at the work session about the number of employees in the codes department. Currently there are twelve (12) employees, of which ten are being funded through the General Fund and two (2) are grant-funded positions. Mack addressed Councilwoman Angelo's question about the amount of income that was generated at last year's International Festival. During the four-day period we made \$43K. We recouped 35% on the ticket sales and we received \$100 per concession stand. After all the expenses were paid, the remaining monies were moved into a trust account, in the event that we ended up coming up short one year. Then we would be able to make up the expenses in that type of situation.

Mack provided the City of Newburgh financials, in detail (See Enclosed Report). She concluded her report by discussing the 2018 Budget. She recognized her oversight in scheduling the first round of budget discussions. The NYS GFOA Conference is scheduled the week of September 11th, and she would like to be able to attend a couple of workshops. She doesn't know how flexible the council would be with its schedule if we moved the discussions to the week of September 18th instead. She intends to issue the department request booklets by September 1st, as she originally planned. But this would give the council more time to review those booklets.

She mentioned that the demo qualifications have come back. Now we have a list of qualified vendors that we can look at. Also she mentioned that the reassessment has been completed in the Assessor's Office. Now we have to see how to integrate the codes data so that the assessor will have the information in real-time to make updates for next season.

In cooperation with Central Hudson, and now that the Shot Spotter program is complete, we are moving forward with the camera expansion program. Soon we will begin the pole walk to determine the conditions of the poles for the installation of the thirteen additional cameras. If the pole conditions are not favorable, then this could stall us a bit. But, all in all she projects that the cameras will be in place by this fall. She

will update the council on the progress of the camera expansion program at the next meeting.

The Comptroller concluded her report.



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TO: Michael Ciaravino, City Manager
Mayor - Judy Kennedy
Councilwoman – Genie Abrams
Councilwoman – Regina Angelo
Councilman – Torrance Harvey
Councilwoman – Cindy Holmes
Councilwoman – Karen Mejia
Councilwoman – Hillary Rayford

FROM: Kathryn Mack, City Comptroller

DATE: August 14, 2017

SUBJECT: City of Newburgh Financials – July 2017

Below are the highlights for the City of Newburgh revenue and expense activity for the period of January through July 2017.

General Fund Revenue

Through the month of July 2017, the City of Newburgh collected \$27 million (60%) compared to the annual revenue budget of \$44.4 million. Of the \$27 million collected, \$17 million was for Real Property Taxes and PILOT Payments.

The remaining \$10 million was a combination of departmental income, fund balance and inter-fund transfers. Tax Collections through July 2017 are slightly lower than collection trends from July 2016, however the 4th quarter City tax due date was 8/7/17 so the August financial update will give us a better indicator of the future trend of FY 2017 collections.

Highlights for increased revenue compared to prior year activity:

Fines/Forfeitures:

Codes City Code Violations increased by \$23k

Metered Parking increased by \$18k which is offset by a decreased in Meter Fines of \$15k which is a net of \$3k increase

Parking Violations is up by \$93k compared to last year

Codes building permits - \$54k (RUPCO project)

Consumer and Utilities Gross Receipts – Up by \$87k compared to this time last year

Police Fees – Up by \$27k – 131.95 % of this year's budget

Sales and Use Tax - \$247k compared to this time last year

Gain from Sale of Properties – up by \$106k compared to this time last year

Mortgage Tax – Increase of \$40k compared to this time last year

Areas of focus:

Vacant Registry registration is still down compared to last year however, the Codes department has confirmed they are working to ensure the list is updated and that non-compliance properties are identified.

General Fund Expense

Through the month of July, the City of Newburgh expended \$24 million.

Overall Departmental expenses are in-line with the approved budgets.

The Police 2017 overtime expense is above spending levels compared to the activity for the same time period in 2016.

YTD July 2016 - \$885,169

YTD July 2017 - \$729,235

Variance - +\$155,934 increase over PY 2016 by 21.38%

			Year ▾	Period ▾	Values			
			2016			2017		
			July			July		
Expense Description ▾	Department Name ▾	ACCOUNT DESCRIPTION ▾	Activity	ADJUSTED BUDGET	% to budget	Activity	ADJUSTED BUDGET	% to budget
Public Safety	Police	OVERTIME.	\$ 493,862	\$ 755,000	65.41%	\$ 639,331	\$ 755,000	84.68%
		COURT OVERTIME.	\$ 111,419	\$ 189,575	58.77%	\$ 118,733	\$ 200,000	59.37%
		OVERTIME-CIVILIANS	\$ 47,533	\$ 91,954	51.69%	\$ 60,174	\$ 70,000	85.96%
		NARCOTICS ENFORCEMENT OT.	\$ 45,205	\$ 91,482	49.41%	\$ 66,931	\$ 75,000	89.24%
		SPECIAL EVENT/DETAIL OVERTIME.	\$ 31,215	\$ 31,215	100.00%	\$ -	\$ 5,000	0.00%
Police Total			\$ 729,235	\$ 1,159,225	62.91%	\$ 885,169	\$ 1,105,000	80.11%
Public Safety Total			\$ 729,235	\$ 1,159,225	62.91%	\$ 885,169	\$ 1,105,000	80.11%
Grand Total			\$ 729,235	\$ 1,159,225	62.91%	\$ 885,169	\$ 1,105,000	80.11%

The Fire 2017 overtime expense is under spending levels compared to the activity for the same time period in 2016.

YTD July 2016-\$485,386

YTD July 2017-\$657,496

Variance – (\$172,111) decrease 26.18%

			Year	Period	Values			
			2016			2017		
			July			July		
Expense Description	Department Name	ACCOUNT DESCRIPTION	Activity	ADJUSTED BUDGET	% to budget	Activity	ADJUSTED BUDGET	% to budget
Public Safety	Fire	OVERTIME.	\$ 627,753	\$ 1,076,827	58.30%	\$ 436,835	\$ 670,017	65.20%
		OVERTIME-CIVILIANS	\$ 29,743	\$ 60,593	49.09%	\$ 48,551	\$ 45,000	107.89%
	Fire Total		\$ 657,496	\$ 1,137,420	57.81%	\$ 485,386	\$ 715,017	67.88%
Public Safety Total			\$ 657,496	\$ 1,137,420	57.81%	\$ 485,386	\$ 715,017	67.88%
Grand Total			\$ 657,496	\$ 1,137,420	57.81%	\$ 485,386	\$ 715,017	67.88%

All other departments are in line with overtime spending activity as budgeted.

Enterprise Fund Revenue

Through the month of July 2017, the Enterprise Funds (Water, Sewer and Sanitation) generated \$7.2 m in revenue.

Revenue Billing for Water and Sewer 1st-2nd qtr. (Jan-June) was \$6.2m of the \$11.9m or approx. 51.3%, which is in line with the budgets set forth for 2017.

Sanitation 1st-3rd (Jan-Jul) quarter billing totaled \$2.5m of the \$3.2m or 76.5%, which is in line with the budgets set forth for 2017.

Enterprise Fund Expense

Through the month of July 2017, Enterprise Funds expended \$8.6m; this amount includes \$1.35m in Catskill Water bills as well as \$57k in additional PFOS expenditures.

Overall Enterprise department expenses are in-line with the approved budgets.

Trust and Agency Accounts

- **Misc. Donations**
 - CAC (former Shade Tree)-\$1,371
 - Landlord Registry - \$232,110
 - Parks and Recreation - \$0.93
 - Back to School Event - \$750
- **Police**
 - Police Evidence - \$80,494
 - Federal Seizure - \$62,035
 - State Seizure - \$22,953
 - Police Bicycle - \$552
 - Police Donations - \$187
 - Auxiliary Police - \$2,035
- **Celebrations**
 - Puerto Rican Day - \$80
 - International Festival -\$7,906
 - Fireworks - \$2,634
 - Memorial Day - \$91
- **Other**
 - Vacant Bond Registry - \$520,000

Comptroller's Department Updates

Finance

- **Budget 2018**
 - Budget Hearings 9/11-9/14 Flexibility
 - Budget Worksheets and Personnel books for Council (9/1)
- **BIDs/RFPs/RFQs:**
 - **Currently under Review**
 - DEMO – Request for qualifications meeting this Wed.
 - Alcohol and Drug Testing Services
 - 3 City Owned Parcels 254,256,258 no responses
 - August 14th Council Vote
 - Bid # 12.17 – South Water Street Sewer Separation
 - RFQ #13.17 – MLK Park Landscape Design
 - RFP #16.17 RFP Operation of Carnival Rides International Festival
 - **Current RFPs work in progress**
 - Design for Veterans Monument
 - Re-bid IFB# 17.17 – Mill Street Bridge Quassaick Scour Repair (Due: 7/31/17)

Assessor's Office

- Improving the integration between the Assessor's office and Codes Enforcement
 - Property Inspections
 - Review of Building Department Records
 - Update Assessors office with improvements

Information Systems

- Expansion Camera Project- Still on schedule for fall 2017.
 - 13 Cameras in total
 - Pole Walk scheduled for tomorrow 8/15/17
 - Permission check to attach to pole
 - Based on pole walk – action steps will be developed to proceed
- Currently 22 Cameras all functioning

PRESENTATIONS

A Proclamation will be presented by City Council declaring August 31, 2017 as National Overdose Awareness Day.

Mayor Kennedy proclaimed August 31, 2017 as National Overdose Awareness Day. Anybody who follows what is going on in Newburgh knows that the members of Team Newburgh are on the forefront of our streets working hard to combat the drug problem, as well as other problems in this city. Kennedy read the proclamation.

Regina Cieslak of Team Newburgh stated that the organization is supporting this by its prevention efforts. They are trying to prevent these overdoses from happening by going out and raising awareness on the opioid and heroin addiction problem. She thanked the council, and she reminded everyone to become a part of the solution by attending their meetings, which are held on the 2nd Wednesdays of every month. They meet at the Cornerstone Healthcare Center on Lake Street. This epidemic is not just in Newburgh, it is all across our country. It begins with prescription drugs, and it evolves to heroin. It affects young people and old alike, and it crosses all color lines. If there is anything that Team Newburgh can do for you, feel free to reach them on Facebook or take a brochure.

COMMENTS FROM THE PUBLIC REGARDING AGENDA AND GENERAL MATTERS OF CITY BUSINESS

Johnathan Jacobsen condemned the Domestic Terrorism that occurred in Charlottesville, Virginia over the weekend. All of the hate groups have no place in America. The violence that took place came from one side only. They were dressed in battle gear, and they came to cause violence. We must all stand up against bigotry and hate. He hopes that the council will pass a resolution condemning the hatred, and he stated that we should continue to be vigilant about the issue.

Rosemary Smith commented that her vehicle was stolen by the Police Department on March 16, 2017. She felt that it was towed illegally under the guise of a proclaimed

Snow Emergency. The basis of her complaint is that a violation of her rights under the 14th Amendment of the U.S. Constitution occurred. She is still trying to resolve this issue four months later. She stated that the manner in which the city manager chose to deal with the issue is reprehensible. Also she feels that Ciaravino opposed the recommendations given to him by the city's self-insured company to approve payment of the claim. She stated that her claim is not only about the towing of the vehicle. It is about common decency and doing what is right for the people of this city. She feels that this should have been settled months ago. She feels this is a testament to his ineptitude and complacency concerning the matter.

Peter Frase stated that for the past year he has been serving on the Police-Community Relations Review Board, where members are charged with being civil advocates for bridging the relations between the community and the police department. Also it is the review board for handling complaints against the department. When Frase began in the position, he felt that a fairly good working relationship existed between the board and Acting Chief Dan Cameron. Yet the City of Newburgh has had three Acting Chiefs since then, which has led to a state of dysfunction in the department. A backlog of complaints have not been addressed, and these situations are not good for the board, the community, nor can it be good for the police department either. He asked the council what is the plan for getting a permanent police chief.

Gabrielle Hill remarked that she lost something too on March 16, 2017- *a piece of her heart*. As a lifelong resident of this city she has always prided herself as being respectful, and as being a person with integrity. She has worked diligently and has volunteered countless hours in this city. Just as her fellow colleague stated previously, our city is unstable. Also it is not good for our police officers that the city lacks stable leadership. She recounted the incident on that day in March when she received a call from her daughter. In what should have been a routine traffic stop led to her daughter being physically accosted by three police officers. Hill told her daughter that they would go through the process because she is a law-abiding citizen. But no one has the right to put their hands on another person. She does not hit her own children. Her daughter was not under an arrest nor was she acting out. The police lost control of the scene and they were under emotional distress. We are on our fourth Acting Chief. Each time someone new comes in, the cases have to be reviewed all over again. How long does this have to continue? People deserve answers and they deserve respect. Her daughter was pregnant at the time of the incident. Violence toward pregnant women is never acceptable. Hands off our women and our children. Moving forward, there needs to be a plan in place.

Omari Shakur commented that there is a police story, a community story and then there is the truth, which is the story that the camera will provide. We have been talking about these cameras for a long time, ever since the Michael Lembhard tragedy. He asked why the cameras are not up by now. Also he mentioned the resolution to redesign the landscape on Liberty Street. He asked the council if there are any monies available to help redesign other streets in the city. Every day he is out there helping mothers cross these damaged sidewalks with their strollers. Last he mentioned Resolution #271-2017. He hopes that we are not replacing one park in order to complete the skate park. Some people have brought this concern up to him, and he told them that he would bring it up to the council.

Shaniqua McNeil hopes that what is going on in Charlottesville, Virginia does not spill over into the City of Newburgh. Everyone should embrace each other as human beings, regardless of race or political party. McNeil remarked that Keyshon Gayle, who was murdered almost one year ago, was her son's best friend. She stated that she was speaking with Keyshon's mother when McNeil stated that she should do a petition for lights and cameras. Within two days after she and his mother spoke, McNeil had 2200 signatures. Gayle's mother accompanied her into the streets to get additional signatures. It is because of the pain she witnessed her own son go through when he lost his best friend that she immediately sprang into action. She spoke with a council person and former acting police chief Dan Cameron and she asked them what could be done about the problem in our city. She went to the offices of Senator Kirwan and Congressman Maloney. She feels that she has done her due diligence. It was her, and she wants her accolades to be given to her, and remembered now, so that when she is no longer here her children and grandchildren can say, "My mom did that." She has heard many people ask why we are doing this now. She does not want to believe that skin color has anything to do with it, but there have been other mothers who have lost their children. McNeil didn't care what color face it took to get this thing done, as long as she could say that it got done. Initially there were three cameras, now there are twenty-two cameras. She is doing everything that she can do to be a part of her community and to give back to it. She is not looking for anyone to give her anything in return. When we say lights and cameras, remember the name *Shaniqua McNeil*.

Jeanette Drake and Rhonda Valentine-Free spoke about the loss of their daughters last Halloween. They have put together a free event to be held on Friday, August 19th, in celebration of the girls' birthdays. Numerous people have come out to help and volunteer, and they have had numerous donations in preparation for the event. It will consist of food, games, entertainment, and other family-fun activities. The mothers want to let the kids know that there are other options than picking up a gun. This is their entire mission right now. They hope that everyone will come out and join them at the

event, which will be held at Delano-Hitch Recreation Park, from 4:00 P.M. until 9:00 P.M.

There being no one else wishing to speak, this portion of the meeting was closed.

COMMENTS FROM THE COUNCIL REGARDING THE AGENDA

Councilwoman Abrams commented on behalf of Councilwoman Angelo. Abrams stated that although she is not here tonight, she has the contracts ready to go for the operation of the carnival rides. She is looking forward to this year's festival, which will be held September 1st through September 4th at the Recreation Park. Second, Abrams pointed out that Angelo would like us to stop calling the Mill Street Bridge, as such. The correct name is the Quassaick Bridge.

City Engineer Jason Morris stated that for accuracy we could check with the City Historian for the official name of the bridge.

Abrams is pleased that we are finally taking action on the long overdue rehabilitation of the Dutch Reformed Church. She stated that the developer is part of a company that is dedicated to a community-based influence, so that the community itself will have a stake in what we would like to see happen with the property. Also she is very excited to be moving along with the Mill Street Bridge project. It has been out of commission for way too long.

Councilman Harvey thanked Jonathan Jacobsen for his remarks about the atrocity in Charlottesville, Virginia. He agrees with the notion that the city should put forth official legislation to show that we stand up against bigotry and hate. Second, he thought that the issue had been resolved for Ms. Rosemary Smith. He sat in on many conference calls and discussions, both at the work sessions and in Executive Sessions. He was told by Corporation Counsel that there are still some things that need to be done, but he believes that it is on the agenda. He hopes that it ultimately weighs in Ms. Smith's favor. Third, he stated that Frase and Hill's comments about the Police-Community Relations Advisory Board are points that are well taken. Although Harvey believes the city manager is acting swiftly on the matter, the fact that the city still

doesn't have a permanent police or fire chief is very disturbing to him. It is no disrespect to the acting chiefs that we have had, but the lack of permanent leadership directly speaks to the public safety of our community.

Harvey commented about the ordeal that Mrs. Hill and her family sustained, and stated that it was troubling for him. He is still interested in knowing how we can resolve the matter. He thanked Shaniqua McNeil for all of the efforts and hard work that she did to expedite the lights and cameras. He pointed out that the need for a comprehensive video surveillance program was one of the first initiatives that he tailored, wrote and proposed to this board. Unfortunately, it took devastating events to occur in this city for persons outside of the council to mobilize and get it moving in a way that resulted in significant progress.

He addressed Omari Shakur's concerns regarding body cameras. A pilot program for the body cameras was instituted even before he got elected. As an African-American Male, this was one topic that sparked his attention tremendously. A program was approved, and in light of the situation that Mrs. Hill spoke about, as well as other situations, the question is "What is the protocol for when those cameras are supposed to go on?" He referred this question to the city manager or acting police chief for a response.

The City Manager explained that we are one of the first police departments in New York State to implement a policy on body cameras. It is part of standard operating procedure that the cameras are worn during every shift. Also we have established protocols regarding the preservation of evidence. Ciaravino is very proud of the program. With regard to these specific incidents, he fully expects that there is body-worn camera data. Also he assured the council and the community that we are real close to naming a police chief candidate. One of the sticking points is the residency requirement. He stated that this person was born and raised in Newburgh, and his family has deep roots here. Most importantly, the candidate shows a genuine sensitivity and care for our community based not only on his childhood, but, on his immense knowledge of the community too. We have a deep bench of leadership in our police department. As Lt. Weaver steps forward, Ciaravino continues to be impressed by the level of cross training that has occurred in that department. None of us intend to go backwards, as it relates to a relationship of trust building between the police and the community.

Councilwoman Mejia remarked that she has felt a heaviness since Saturday. She thanked all of the mothers, who have experienced tragedy, for showing up and being a voice in the community. She mentioned that many folks came out for a vigil in support of the victims of Charlottesville, Virginia. It is important that we continue that concept of lighting up lights in our community. Mejia expressed her strong support of the Alembic Community Development proposal for the Historic East End of the city. Mejia wanted to respond to some of the irresponsible, bordering on hateful, statements that have circulated on social media recently. She pointed out some components of the project, such as the provision of affordable market rate homeownership that would help increase the tax base. Also it proposes potential retail stores on Montgomery Street and Colden Street that would create new jobs and small business opportunities to help revive the city's commercial base. The proposal discusses the affordability of rental apartments on Montgomery Street and Second Street for disabled seniors, who are suffering from visible and invisible disabilities, such as Alzheimer's, Parkinson's, dementia, and other special needs. Mejia spoke about the importance of responsible, ethical and equitable development in our city, which ensures that we preserve and build on our historic legacy. Also it will prevent the further collapse of two historic buildings that have been neglected far too long. If Newburgh is to remain an ethical, compassionate and inclusive city, then we must always, and unapologetically, care for our most vulnerable residents- our families, children and senior citizens. She is saddened and disappointed by the hurtful posts that seem to be mocking individuals' needs, and which appear to actively advocate discrimination. This is not only illegal, but it is morally unacceptable and just plain wrong.

Mejia thanked city staff for putting together an aggressive RFP. She thanked the vetting committee, which sat through multiple meetings and asked those really hard questions about the economic impact and the preserving of individuals who have been here. She urges everyone to ask questions before they go, uninformed, and try to educate a community about what it *thinks* is occurring in the community. Given what has occurred in Charlottesville, Virginia, she does not want Newburgh to turn into something like that.

Councilwoman Rayford remarked that only one phrase can settle all of this discord, and that is *Love*. Only love can conquer hate. She hopes that love radiates through the hearts of everyone here, and everyone watching tonight. Love covers a multitude of faults. Hatred will not penetrate the hearts or the minds of the United States citizens, for our country was built on love. For those people who are going through discord, she prays that God will continue to protect everyone in every State, and that we will band together in love and unity. Rayford's heart is heavy too, as she is dealing with the loss of a family member. She stated that God has positioned her in many areas where she will be able to speak. Yet she sees that deaf ears are still closed. As these things continue to happen

across the country, and in our world, she is reminded that these Satanic occurrences are a testament that we have to get it together and learn to love one another.

Rayford commented that we have these leadership challenges in our city. We need to make this police chief appointment as soon as possible. She stated that we need to get it together, and Newburgh needs to stick together, as the time is running out. Lives are more important to her. We make each other, as there is no one person that is doing everything.

Mayor Kennedy remarked that the Charlottesville incident has her heart heavy. Violence starts in the mind when a person decides that he or she has hatred against another person. Stirring up a hornet's nest, and creating all sorts of confusion and hysteria about something that is not even real, is also a form of violence. Kids bullying each other learn it from watching other adults. She hears violence when people scream and shout at each other. Violence starts in a person's head, it proceeds from the mouth, and then the next thing you know someone is taking action. She agrees with Councilwoman Rayford that it begins with a change of heart. It doesn't matter what color we are, whether we are rich or poor, or young or old. We all bleed the same. But until we figure it out, this craziness brings us all down. It is either everybody is all *Up* or everybody is all *Down*. We can't fix the world, but we can work to fix Newburgh. In these upcoming events, we are bringing people together to do things that share the heart.

Kennedy stated that she is pleased that we are moving ahead to save the Dutch Reformed Church, and that we are going to be doing some development along our waterfront. For as long as she can recall, we have been complaining about the taxes. Now that we are trying to do something to help build up our tax base, we get met with all of this discord. We have got to move this city forward, and the only way to do that is through development.

She remarked about the Police-Community Relations Advisory Board (P-CRAB). A lot of work went into those meetings. We all agree that we need stability in our city. We have to do something, even if it is only for a short term, to get a permanent police chief in place. We need a permanent fire chief too. This issue with residency has to be fixed, as we can't continue to incur all of this turnover. Kennedy stated that we had a really good police chief. The only reason that we don't have him now is because of a Civil Service Commission that tenaciously held onto a rule that it created back in 2004. The rule doesn't fit within the current structure of the department. We have to move

forward with it, but, she feels that there is some responsibility that falls back on the Civil Service Commission. She wanted to call it out tonight.

This portion of the meeting was closed.

CITY MANAGER'S REPORT

Resolution No. 211 - 2017 - Walsh Road/Quassaick Creek Bridge Replacement
(BIN#2223620) Supplemental Agreement#1

Councilwoman Abrams moved and Councilman Harvey seconded.
Ayes: Abrams, Harvey, Mejia, Rayford, Kennedy - 5
Adopted

Resolution No. 212 - 20187 - Walsh Road Bridge (BIN#2223620) Replacement Proposal for
Design Services (PIN#8761.40)

Councilwoman Abrams moved and Councilman Harvey seconded.
Ayes: Abrams, Harvey, Mejia, Rayford, Kennedy - 5
Adopted

Resolution No. 213 - 2017 South Water Street Sewer Separation Project Award of Bid No.
12-17 to Schultz Construction, Inc.

Councilwoman Abrams moved and Councilman Harvey seconded.
Ayes: Abrams, Harvey, Mejia, Rayford, Kennedy - 5
Adopted

Resolution No. 214 - 2017 - Smartcover Proposal for Creation of Website for Public to
Monitor CSO Activity

Councilwoman Abrams moved and Councilman Harvey seconded.
Ayes: Abrams, Harvey, Mejia, Kennedy - 4

Nays: Rayford-1
Adopted

Resolution No. 215 - 2017 NYSDOT Award of Transportation Alternatives Program

Councilwoman Abrams moved and Councilman Harvey seconded.
Ayes: Abrams, Harvey, Mejia, Rayford, Kennedy - 5
Adopted

Resolution No. 216 - 2017 -GPI Proposal for TAP Award Liberty Street Streetscape Project

Councilwoman Abrams moved and Councilman Harvey seconded.
Ayes: Abrams, Harvey, Mejia, Rayford, Kennedy - 5
Adopted

Resolution No. 217 -2017 Chazen Proposal for Project Management of the Skate Park
Construction

Councilwoman Abrams moved and Councilman Harvey seconded.
Ayes: Abrams, Harvey, Mejia, Rayford, Kennedy - 5
Adopted

Resolution No. 218 - 2017 Multi-Modal#3 Funding for Rehabilitation Work on the Mill
Street Bridge

Councilwoman Abrams moved and Councilman Harvey seconded.
Ayes: Abrams, Harvey, Mejia, Rayford, Kennedy - 5
Adopted

Resolution Nol. 219 -2017 Rejecting all Bids in Connection with the Mill Street Bridge
Scour Repair Project

Councilwoman Abrams moved and Councilman Harvey seconded.
Ayes: Abrams, Harvey, Mejia, Rayford, Kennedy - 5
Adopted

Resolution No. 220 -2017 Budget Transfer from Legislative Body to Various other Programs

Councilwoman Abrams moved and Councilman Harvey seconded.
Ayes: Abrams, Harvey, Mejia, Rayford, Kennedy - 5
Adopted

Resolution No. 221 -2017 Award Winning RFP for Carnival Rides @ International Festival

Councilwoman Abrams moved and Councilman Harvey seconded.
Ayes: Abrams, Harvey, Mejia, Rayford, Kennedy - 5
Adopted

Resolution No. 222 - 2017 Adjustment to 2017 Sewer Budget

Councilwoman Abrams moved and Councilman Harvey seconded.
Ayes: Abrams, Harvey, Mejia, Rayford, Kennedy - 5
Adopted

Resolution No. 223 - 2017 Purchase of 85 Lander Street

Councilwoman Abrams moved and Councilman Harvey seconded.
Ayes: Abrams, Harvey, Mejia, Rayford, Kennedy - 5
Adopted

Resolution No. 224 -2017 Purchase of 170 Renwick Street

Councilwoman Abrams moved and Councilman Harvey seconded.
Ayes: Abrams, Harvey, Mejia, Rayford, Kennedy - 5
Adopted

Resolution No. 225 -2017 Purchase of 39 City Terrace

Councilwoman Abrams moved and Councilman Harvey seconded.
Ayes: Abrams, Harvey, Mejia, Rayford, Kennedy - 5
Adopted

Resolution No. 226 - 2017 Purchase of 251 and 253 First Street

Councilwoman Abrams moved and Councilman Harvey seconded.
Ayes: Abrams, Harvey, Mejia, Rayford, Kennedy - 5
Adopted

Resolution No. 227 -2017 Accept a Proposal for Design of MLK Park from Chazen

Councilwoman Abrams moved and Councilman Harvey seconded.
Ayes: Abrams, Harvey, Mejia, Rayford, Kennedy - 5
Adopted

Resolution No. 228 -2017 Satisfaction of Mortgage to Mercedes Triolo, 47 Brady Avenue,
Newburgh, NY

Councilwoman Abrams moved and Councilman Harvey seconded.
Ayes: Abrams, Harvey, Mejia, Rayford, Kennedy - 5
Adopted

Resolution No. 229 - 2017 authorizing the extension of time to close title on the property located at 585 South Street (Section 14, Block 2, Lot 6.1) sold at private sale to Junior Thomas and Jewel Isaac

Councilwoman Abrams moved and Councilman Harvey seconded.
Ayes: Abrams, Harvey, Mejia, Rayford, Kennedy - 5
Adopted

Resolution No. 230 - 2017 authorizing the extension of time to close title on the property located at 156 Lander Street (Section 18, Block 3, Lot 14) sold at private sale to Michele Williams

Councilwoman Abrams moved and Councilman Harvey seconded.
Ayes: Abrams, Harvey, Mejia, Rayford, Kennedy - 5
Adopted

Resolution No. 231 - 2017 Release of Restrictive Covenants for properties located at 45 Johnston Street, 23 South Miller Street and 25 South Miller Street

Councilwoman Rayford asked if this property is the one that is connected to the unstable building at 47 Johnston Street.

Assistant Corporation Counsel Jeremy Kaufman didn't think that this property is the same one that Councilwoman Rayford referred to, as the couple of buildings that are unstable, are in the 60s block of Johnston Street.

Councilwoman Abrams moved and Councilman Harvey seconded.
Ayes: Abrams, Harvey, Mejia, Rayford, Kennedy - 5
Adopted

Resolution No. 232 - 2017 Release of Restrictive Covenants from a deed issued to NCAC, Inc. for 6 properties located on Liberty Street, Johnston Street and Lander Street

Councilwoman Abrams moved and Councilman Harvey seconded.
Ayes: Abrams, Harvey, Mejia, Rayford, Kennedy - 5
Adopted

Resolution No. 233 - 2017 Release of Restrictive Covenants for properties located at 122 William Street, 123 William Street and 125 William Street

Councilwoman Abrams moved and Councilman Harvey seconded.
Ayes: Abrams, Harvey, Mejia, Rayford, Kennedy - 5
Adopted

Resolution No. 234 - 2017 Satisfaction of judgments for properties located at 116 William Street and 118 William Street

Councilwoman Abrams moved and Councilman Harvey seconded.
Ayes: Abrams, Harvey, Mejia, Rayford, Kennedy - 5
Adopted

Resolution No. 235 -2017 Extension of time to close title to 51 Courtney Avenue

Councilwoman Rayford moved and Councilman Harvey seconded.
Ayes: Abrams, Harvey, Rayford, Kennedy - 4
Abstention: Mejia -1
Adopted

Resolution No. 236 -2017 Release of Restrictive Covenants for property located at 86 Carson Avenue

Councilwoman Abrams moved and Councilman Harvey seconded.
Ayes: Abrams, Harvey, Mejia, Rayford, Kennedy - 5
Adopted

Resolution No. 237 - 2017 Release of Restrictive Covenants for property located at 368 South Street

Councilwoman Abrams moved and Councilman Harvey seconded.
Ayes: Abrams, Harvey, Mejia, Rayford, Kennedy - 5
Adopted

Resolution No. 238 - 2017 co-sponsor a community event organized by the Newburgh/Highland Falls NAACP Chapter in Delano-Hitch Recreation Park

Councilwoman Rayford questioned why the event occurred before the council voted. Mayor Kennedy explained that there was a very short window of time between the council meeting and the date of the actual event. Tonight's resolution is being done so that there is paperwork on it.

Councilwoman Abrams moved and Councilman Harvey seconded.
Ayes: Abrams, Harvey, Mejia, Rayford, Kennedy - 5
Adopted

Resolution No. 239 - 2017

Councilwoman Abrams moved and Councilman Harvey seconded.
Ayes: Abrams, Harvey, Mejia, Rayford, Kennedy - 5
Adopted

Resolution No. 240 -2017

Councilwoman Abrams moved and Councilman Harvey seconded.
Ayes: Abrams, Harvey, Mejia, Rayford, Kennedy - 5
Adopted

Resolution No. 241 - 2017

Councilwoman Abrams moved and Councilman Harvey seconded.
Ayes: Abrams, Harvey, Mejia, Rayford, Kennedy - 5
Adopted

Resolution No. 242 - 2017

Councilwoman Abrams moved and Councilman Harvey seconded.
Ayes: Abrams, Harvey, Mejia, Rayford, Kennedy - 5
Adopted

Resolution No. 243 - 2017

Councilwoman Abrams moved and Councilman Harvey seconded.
Ayes: Abrams, Harvey, Mejia, Rayford, Kennedy - 5
Adopted

Resolution No. 244 - 2017

Councilwoman Rayford commented that this man is well deserving of this honor. Rev. Jones was her Pastor, as well as her family's Pastor. He was the pastor of the AME Zion Church for over thirty-five years. He did many things for the African-Americans in this community, by providing them with jobs and food whenever people were in need. Rayford asked for the date of the street dedication, and she thanked the council for its support.

Mayor Kennedy didn't know the date, as they are still trying to reach out to the family about it.

Councilman Harvey commented that Rev. Jones was an inspiration to him when he first came to Newburgh. He helped Harvey outline his long-term and short-term goals. He looks forward to honoring him, and words can't express his gratitude to him and his family. Harvey pointed out that Councilwoman Holmes worked very diligently on it, and has been speaking with the family.

**Councilwoman Abrams moved and Councilman Harvey seconded.
Ayes: Abrams, Harvey, Mejia, Rayford, Kennedy - 5
Adopted**

Resolution No. 245 - 2017 - LL No. 1-2015 Residency -- proposed amendment

Councilman Harvey is looking forward to hearing public input concerning this local law. This particular circumstance is high on the city's priority list. He hopes the public will come out and speak so that we can hear all perspectives and point of views. On one hand, we want all of our department heads to reside in the city, but he acknowledges that it may not always be feasible, equitable or reasonable for some people based on their living situations. He is always open to a compromise on this, as well as other issues that continue to put us in a quagmire.

Councilwoman Rayford remarked that we need to notify the public in every dimension possible, including newspapers and social media, so that they can come out and comment about the topic.

**Councilwoman Abrams moved and Councilman Harvey seconded.
Ayes: Abrams, Harvey, Mejia, Rayford, Kennedy - 5
Adopted**

Resolution No. 246 - 2017 Alembic - Multiple Parcel RFP

Councilman Harvey thanked Mayor Kennedy for the clarification. He, too, received telephone calls and emails with misconceptions about it. This is significant because our

historical buildings are the bedrock of our city. This effort is very important, as it lends to the revitalization of our city to help increase the tax base.

Councilwoman Rayford asked if we could use the money that Hilary Clinton pledged for Newburgh many years ago to fix the roof. If that money is long gone, then it should be archived in the cache of resolutions describing how monies are appropriated in the City of Newburgh.

City Planner Alexander Church stated that she spoke with the NYS Office of Parks and Preservation, which is the holder of that money. The State confirmed that there is \$119K, which can be used immediately.

Councilman Harvey thanked Councilwoman Rayford for raising the issue. He recalled when former First Lady Clinton came to Newburgh and did a speech in 1998. He thought he remembered her earmarking \$1 Million in Federal funds for Newburgh. We need the finance department to do some research, as we shouldn't just move on from this.

Deirdre Glenn stated that part of the plan in moving ahead is that we will continue to work with the State, which has also been supportive of us, to raise the monies that are necessary to save this building.

Mayor Kennedy stated that historically there is a past concerning money that has been set aside for that building. She would like to know if there is some record of that money, and if so, what was it spent on. She wants to know how we got to the shape that we are in now.

Kathryn Mack stated that she could look into it. She pointed out that her computer system only allows her to go as far back as 2008. She will manually look through record ledgers to see if she can find it. She pointed out that the State needed us to get to a certain point before we were even able to access the funds. She clarified the council's question; which is whether or not the Federal Government still has money sitting, in wait, for the City of Newburgh almost twenty years later.

She stated that this may possibly be the case, or it may not be the case.

Councilwoman Abrams urged Mack to save herself a lot of trouble by speaking with City Historian Mary McTamaney first. She may have the clippings from the *New York Times* article that covered the story.

**Councilwoman Abrams moved and Councilman Harvey seconded.
Ayes: Abrams, Harvey, Mejia, Rayford, Kennedy - 5
Adopted**

Local Law No. 2 - 2017 - adding Section 230-9 regarding Reciprocal Plumbing Licensing

**Councilwoman Abrams moved and Councilman Harvey seconded.
Ayes: Abrams, Harvey, Mejia, Rayford, Kennedy - 5
Enacted**

Ordinance No. 11 - 2017 amending Chapter 163 to add rental fee for sidewalk concrete stamps

**Councilwoman Abrams moved and Councilman Harvey seconded.
Ayes: Abrams, Harvey, Mejia, Rayford, Kennedy - 5
Adopted**

NEW BUSINESS

Kathryn Mack updated the council about the monies pledged by former First Lady Hilary Clinton in 1998. An internet search confirmed that the amount pledged was actually \$128,205K. It was through the Federally-funded Save America's Treasure Program implemented in 1998.

Mayor Kennedy called for any new business to come before the council. She urged her colleagues to keep new business fairly focused as we head toward budget discussions.

Councilwoman Rayford complained about vehicles being parked on the sidewalk near 123 Grand Street. She has brought up the issue before, but now the sidewalks are busted and the taxpayers have to pay for it. It is unfair, and we need to have it stopped.

The City Manager responded that if she provided the photos to him he would have the problem corrected.

Councilman Harvey commented that, in interest of the budget discussions, he and a couple of his colleagues are interested in a possible salary increase for the work that the mayor and council perform. He has done research, and in comparison, the salaries of the mayors and councils in Poughkeepsie, Beacon, Kingston and Middletown far exceed the salaries in the City of Newburgh.

Mayor Kennedy agreed with Harvey. It has been a long time since there has been a salary increase. We will have to see what it entails from a legal standpoint first.

Councilwoman Abrams stated that the last thing we should do as a council is raise our own salaries. She believes that under State Law, they would have to complete at least two consecutive election terms before they would even be able to put this into motion.

Harvey stated that he has done the research. The salaries for this legislative body are comparatively low. He is simply making a request for it to be considered in their upcoming budget talks.

Kennedy stated that the council is earning its money and then some. Perhaps we could bring up the salaries to \$12K, so that it would make it an even \$1000 per month in earnings. Everybody else gets this negotiating power, with the exception of the council and the non-bargaining unit. She feels that it is a stipend for the amount of work that they do.

Abrams dissented on the issue. She stated, "Don't do that and then complain about your taxes going up." She pointed out that this is a volunteer board.

Rayford stated that she would like to have this on the next agenda, or at least have some further discussion about it. She, too, agrees that the salary for council should be increased.

There was no other new business to come before the council.

OLD BUSINESS

Mayor Kennedy remarked that Downing Park has not received the license agreement from the City of Newburgh yet. She desired an update. It's been a month now, and she would like to see it done by the end of the week.

Kathryn Mack stated that the approval came back a day or two ago, so it is currently being circulated.

There was no other old business to discuss.

FURTHER COMMENTS FROM THE COUNCIL

Councilwoman Abrams remarked that she went on a wonderful tour of the New York Drinking Watershed. It was led by Peter Smith, and anybody that hasn't done this tour should do so. She wants to make sure that we are having a high level discussion with the Supervisors of the Town of Newburgh and Town of New Windsor, because residents from those towns have also been affected by the detection of PFOS in our drinking water. Perhaps we could discuss with the towns, the creation of buffer zones to be situated between the new businesses and any streams or lakes that do eventually drain into our watershed.

The City Manager responded that he has already met with George Green of the Town of New Windsor and with representatives of the NYS DEC. The goal is for us to identify our shared interest in conserving water that is clean, and implementing best practices in watershed maintenance. The next meeting is slated for either the end of August or September. We are going to continue to work on something that is tangible and meaningful. He plans to continue discussions about buffer zones, the fight over remediation, ways in which water can be captured differently, etc. at that next meeting.

Abrams hopes that the city manager will also ask the Town of Newburgh Supervisor for conservation easements from private companies based near the watershed. Next, she announced that everyone is invited to the next public forum about Newburgh's Clean Water. The meeting will be held on August 26th, in the auditorium of the Newburgh Free Library. The forum will include explanations and discussions, and then people will break out into groups so that they can decide what actions to take. This is an important meeting, and she hopes that everyone can attend.

Councilman Harvey remarked that he had a wonderful experience touring the new water treatment plant. He thanked Wayne Vradenburg and Michael Ciaravino for the work they are doing. Harvey is still receiving calls and emails from his constituents concerning blood testing results. The people are concerned. He is concerned as well, and he and his family have been tested. There isn't a lot of information that speaks to whether or not there should be some concern about the levels that have been detected. The other part of the conversation needs to be whether there should be some type of

rebate or compensation for homeowners and businesses who have either paid water bills in exchange for bad water, or for residents who have purchased potable drinking water. He has talked with Congressman Maloney to discuss what the Federal Government may do.

The City Manager explained that we are requesting a long-term comprehensive monitoring program, and we are asking the Department of Health to extend the testing period, and increase the notification for residents and the overall alumni base of the Newburgh Enlarged City School District. He pointed out that Mount Saint Mary's College has begun to reach out to its alumni extensively. Because it is an emerging science, there is not a lot that we know. Thankfully, the DOH and DEC have agreed to the advisory efforts that we implemented almost one year ago. Although we have met with our legal team about the possibility of a rebate, we simply don't have the money to do it. It would have to come from one of the responsible parties. We continue to work cooperatively with the DOH and the DEC on a weekly basis. For those issues that can't be resolved, he is hoping that they can discuss, in a council Executive Session, how they wish to proceed.

One thing that the city manager omitted from his previous report is the availability of a new map that shows every parcel in the City of Newburgh and what its tax treatment is. We want to develop, on a parcel-by-parcel basis, whether it is wholly exempt or partially exempt. This is something that he and his staff have been working on, because we have to figure out a way to pay for this long term compliance. Frankly, we have to figure out how to get these exempt organizations and entities to contribute to the overall picture of what it costs to run a city. Also he has been hearing about an unjust and disproportionate tax burden on a select few. When we supply this new data concerning it, we hope to generate a robust dialogue in terms of where we are currently, and where we want to be.

Councilwoman Mejia did not comment at this time.

Councilwoman Rayford spoke about the upcoming book bag giveaways, as it was clarified that there are actually three scheduled events this month. She reiterated the upcoming *Omani and Tabby Day* at the Activities Center of the Recreation Park this Friday, from 4:00 P.M. until 9:00 P.M. She mentioned the *Frederica Warner Way* street naming, which will be held on August 25th, at 2pm; and the August 26th public forum about the water that Councilwoman Abrams mentioned previously. She thanked the council and the city staff for all of the hard work that they are doing. Last, she

welcomed Lt. Aaron Weaver onboard. She thanked him and his staff for their efforts leading to the apprehension of individuals with illegal guns. This is what we need in Newburgh.

Mayor Kennedy thanked everybody for hanging in there this evening. We are getting a lot of things done. She does not know if she is looking forward to the budget discussions, or if she is going to cringe. She concluded her remarks by saying it is going to be tough over the next two months, but, we will get through it with some creative financing.

There being no further comments, this portion of the meeting was closed.

RESOLUTION NO.: 211 - 2017

OF

AUGUST 14, 2017

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE SUPPLEMENTAL AGREEMENT #1
WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION
TO FUND IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID AND NON-FEDERAL
AID ELIGIBLE COSTS FOR THE DESIGN AND CONSTRUCTION
FOR THE REPLACEMENT OF THE WALSH ROAD BRIDGE

WHEREAS, a Project for the Bridge Replacement of Walsh Road over Quassaick Creek (BIN 2223620) in the City of Newburgh, Orange County, PIN 8761.40 (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80% federal funds and 20% non-federal funds; and

WHEREAS, Resolution No. 143-2017 adopted by the City of Newburgh on June 12, 2017 approved and agreed to advance the Project by making a commitment of 100% of the non-federal share of costs of preliminary engineering and right-of-way incidental work; and

WHEREAS, the City of Newburgh desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of preliminary engineering and right-of-way incidental work; and

WHEREAS, it was subsequently found necessary to undertake additional preliminary engineering work not contemplated in the original agreement authorized by the previous Resolution; and

WHEREAS, it has been found necessary to increase the federal and non-federal share of costs for the additional preliminary engineering work for the Project; and

WHEREAS, the City of Newburgh desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of preliminary engineering work for the Project or portions thereof;

NOW, THEREFORE, the Newburgh City Council duly convened does hereby

RESOLVE, that the Newburgh City Council hereby approves the above-subject project; and it is hereby further

RESOLVED, that the Newburgh City Council hereby authorizes the City of Newburgh to pay in the first instance 100% of the federal and non-federal share of the cost of the additional preliminary engineering work for the Project or portions thereof; and it is further

RESOLVED, that the sum of \$30,000.00 (\$405,000 minus previous \$375,000) is hereby appropriated from H1.5110.0208.8102.2016 - Lake Dr/Walsh Rd Bridge and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the Newburgh City Council shall convene as soon as possible to appropriate said excess amount immediately upon notification by the City Manager thereof, and it is further

RESOLVED, that the Newburgh City Manager be and he is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or applicable Marchiselli Aid on behalf of the City of Newburgh with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that in addition to the City Manager the following municipal titles: Mayor, Deputy Mayor, Superintendent of Public Works, City Engineer, City Comptroller are also hereby authorized to execute any necessary Agreements or certifications on behalf of the Municipality/Sponsor, with NYSDOT in connection with the advancement or approval of the project identified in the State/Local Agreement;

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project, and it is further

RESOLVED, this Resolution shall take effect immediately.

STATE OF NEW YORK)

) ss:

COUNTY OF ORANGE)

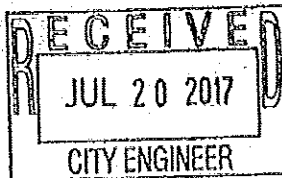
I, _____, Clerk of the City of Newburgh, New York, do hereby certify that I have compared the foregoing copy of this Resolution with the original on file in my office, and that the same is a true and correct transcript of said original Resolution and of the whole thereof, as duly adopted by said _____ at a meeting duly called and held at the _____ on _____ by the required and necessary vote of the members to approve the Resolution.

WITNESS My Hand and the Official Seal of the City of Newburgh, New York, this _____ day of _____, 2017.

Clerk, City of Newburgh



Department of
Transportation



ANDREW M. CUOMO
Governor

MATTHEW J. DRISCOLL
Commissioner

TODD WESTHUIS, P.E.
Regional Director

July 14th, 2017

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

RE: PIN 8761.40, WALSH ROAD/QUASSAIC CREEK
BRIDGE REPLACEMENT 2223620
CITY OF NEWBURGH, ORANGE COUNTY
SUPPLEMENTAL AGREEMENT #1 - D035743

Dear Mr. Morris:

Enclosed are eight (8) Supplemental Agreements to include the additional preliminary engineering funds for the above-referenced project. Seven (7) executed copies of the agreement, EACH with original signatures, notarizations and certified, seal-stamped resolutions, should be returned to this office. A sample resolution is attached for your use.

As a reminder per Chapter 15, Administering Construction Contracts; Section 15.4.8 Civil Rights Reporting:

The Contractor and all subcontractors and suppliers will utilize New York State Department of Transportation Equal Employment Opportunity reporting software, which is currently "Equitable Business Opportunities" (EBO). The Sponsor will monitor prime's payments to subcontractor and ensure that subcontractors are paid promptly per specifications. In addition, the sponsor is to monitor EEO goals on a monthly basis and take corrective action if goals are not being met; reference NYSDOT Standard Specifications Section 102-11, Equal Employment Opportunity Requirements.

Your assistance in having the agreement approved by the Newburgh City Council and signed by the City Manager and City of Newburgh Attorney is appreciated. Of course, if you have any questions, please call me at (845) 431-5977 or by e-mail at doreen.holsopple@dot.ny.gov

Sincerely,

Doreen Holsopple
Administrative and Financial Advisor
Region 8 Local Projects Unit

Enclosures

Dh:mg

SAMPLE RESOLUTION BY MUNICIPALITY
(Locally Administered Project)
RESOLUTION NUMBER: _____

Authorizing the implementation, and funding in the first instance 100% of the federal-aid and State "Marchiselli" Program-aid eligible costs, of a transportation federal-aid project, and appropriating funds therefore.

WHEREAS, a Project for the **Walsh Road/Quassaick Creek Bridge Replacement (BIN 2223620) in the City of Newburgh**, identified as **PIN 8761.40** (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80% Federal funds and 20% non-federal funds; and

WHEREAS, Resolution No. 143-2017 adopted by the City of Newburgh on June 12, 2017 approved and agreed to advance the Project by making a commitment of 100% of the non-federal share of the costs of preliminary engineering and right-of-way incidental work.

WHEREAS, the City of Newburgh desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of preliminary engineering and right-of-way incidental work.

WHEREAS, it was subsequently found necessary to undertake additional preliminary engineering work not contemplated in the original agreement authorized by the previous Resolution; and

WHEREAS, it has been found necessary to increase the federal and non-federal share of costs for the additional preliminary engineering work for the project; and

WHEREAS, the City of Newburgh desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of preliminary engineering work for the Project or portions thereof.

NOW, THEREFORE, the Newburgh City Council, duly convened does hereby

RESOLVE, that the Newburgh City Council hereby approves the above-subject project; and it is hereby further

RESOLVED, that the Newburgh City Council hereby authorizes the City of Newburgh to pay in the first instance 100% of the federal and non-federal share of the cost of the additional preliminary engineering work for the Project or portions thereof; and it is further

RESOLVED, that the sum of **\$30,000** (\$405,000 minus previous \$375,000) is hereby appropriated from _____ [or, appropriated pursuant to _____] and made available to cover the cost of participation in the above phases of the Project; and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the Newburgh City Council shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the City Manager thereof, and it is further

RESOLVED, that the City Manager of the City of Newburgh be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or applicable Marchiselli Aid on behalf of the City of Newburgh with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and

permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that in addition to the City Manager, the following municipal titles: Commissioner of Public Works, City Engineer, City Comptroller, _____ are also hereby authorized to execute any necessary Agreements or certifications on behalf of the Municipality/Sponsor, with NYSDOT in connection with the advancement or approval of the project identified in the State/Local Agreement;

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project, and it is further

RESOLVED, this Resolution shall take effect immediately.

STATE OF NEW YORK)
) SS:
COUNTY OF ORANGE)

I, _____, Clerk of the City of Newburgh, New York, do hereby certify that I have compared the foregoing copy of this Resolution with the original on file in my office, and that the same is a true and correct transcript of said original Resolution and of the whole thereof, as duly adopted by said _____ at a meeting duly called and held at the _____ on _____ by the required and necessary vote of the members to approve the Resolution.

WITNESS My Hand and the Official Seal of the City of Newburgh, New York, this _____ day of _____, 2017.

Clerk, City of Newburgh

Supplemental Agreement Cover for Local Agreements (11/12)

MUNICIPALITY/SPONSOR: City of Newburgh

PIN: 8761.40

BIN: 2223620

Comptroller's Contract No: **D035743**

Supplemental Agreement No. 1

Date Prepared & By: 07/14/17mg

SUPPLEMENTAL AGREEMENT NO 1 to D035743

This Supplemental Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at
50 Wolf Road, Albany, New York, 12232, on behalf of New York State ("State");

And

City of Newburgh (the Municipality/Sponsor)

Acting by and through the **City Manager**

With its office at **83 Broadway, Newburgh, Orange, New York**

This amends the existing Agreement between the parties in the following respects only:

X Amends a previously adopted Schedule A by:

☐ amending a project description

☐ amending the contract end date

X amending the scheduled funding by:

X adding additional funding:

☐ adding 1,2,3 phase which covers eligible costs incurred on/after xxxxxx

☐ adding 1,2,3 phase which covers eligible costs incurred on/after xxxxxx

X increasing funding for a project phases(s) – Preliminary Engineering

☐ adding a pin extension

☐ change from Non-Marchiselli to Marchiselli

☐ deleting/reducing a project phase(s)

☐ other (xxxxx)

☐ Amends a previously adopted Schedule "B"

☐ Amends a previously adopted agreement by adding Appendix 2-S – Iran Divestment Act

☐ Amends the Text of the Agreement as follows:

Supplemental Agreement Cover for Local Agreements (11/12)
MUNICIPALITY/SPONSOR: City of Newburgh
PIN: 8761.40
BIN: 2223620
Comptroller's Contract No: **D035743**
Supplemental Agreement No. 1
Date Prepared & By: 07/14/17mg

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by its duly authorized officials as of the date first above written.

Approved for the Municipality/Sponsor

Municipality/Sponsor Attorney:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

STATE OF NEW YORK)
)ss.:
COUNTY OF ORANGE)

On this _____ day of _____, 2017 before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the Municipal/Sponsor Corporation described in and which executed the above instrument; that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution or other authorization which was duly adopted on _____ and which a certified copy is attached and made a part hereof, and that he/she signed his/her name thereto by like order.

Notary Public

By: _____
For Commissioner of Transportation

APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL

By: _____
Assistant Attorney General

Agency Certification: In addition to the Acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this Contract.

COMPTROLLER'S APPROVAL:

By: _____
For the New York State Comptroller
Pursuant to State Finance Law § 112

SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
NYSDOT/ State-Local Agreement - Schedule A for PIN 8761.40

OSC Municipal Contract #: D035743		Contract Start Date: 7/12/2017 (mm/dd/yyyy)		Contract End Date: 5/30/2027 (mm/dd/yyyy)	
		☐ Check, if date changed from the last Schedule A			
Purpose:		☐ Original Standard Agreement		☒ Supplemental Schedule A No. 1	
Agreement Type:		☒ Locally Administered Municipality/Sponsor (Contract Payee): City of Newburgh ☐ State Administered Other Municipality/Sponsor (if applicable):			
		List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies. ☐ Municipality: % of Cost share ☐ Municipality: % of Cost share ☐ Municipality: % of Cost share			
Authorized Project Phase(s) to which this Schedule applies: ☒ PE/Design ☒ ROW Incidentals ☐ ROW Acquisition ☐ Construction/CI/CS					
Work Type: BR REPLACE		County (If different from Municipality): Orange County			
Marchiselli Eligible ☒ Yes ☐ No		(Check, if Project Description has changed from last Schedule A): ☐			
Project Description: BIN 2223620 Walsh Road/Quassaick Creek Bridge Replacement in the City of Newburgh					
Marchiselli Allocations Approved FOR ALL PHASES All totals will calculate automatically.					
Check box to indicate change from last Schedule A	State Fiscal Year(s)	Project Phase			TOTAL
		PE/Design	ROW (RI & RA)	Construction/CI/CS	
☐	Cumulative total for all prior SFYs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
☐	Current SFY	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Authorized Allocations to Date		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

A. Summary of allocated MARCHISELLI Program Costs FOR ALL PHASES For each PIN Fiscal Share below, show current costs on the rows indicated as "Current". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

PIN Fiscal Share	"Current" or "Old" entry indicator	Federal Funding	Total Costs	FEDERAL Participating Share	STATE MARCHISELLI Match	LOCAL Matching Share	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
..	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
..	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
..	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
..	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
..	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
..	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
..	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL CURRENT COSTS:			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

NYSDOT/State-Local Agreement – Schedule A

B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES For each PIN Fiscal Share, show current costs on the rows indicated as "Current." Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
8761.40.121	Current	STP	\$375,000.00	\$300,000.00	\$0.00	\$75,000.00
	Old		\$345,000.00	\$276,000.00	\$0.00	\$69,000.00
8761.40.221	Current	STP	\$30,000.00	\$24,000.00	\$0.00	\$6,000.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$405,000.00	\$324,000.00	\$ 0.00	\$81,000.00

C. Local Deposit(s) from Section A:	\$ 0.00
Additional Local Deposit(s)	\$0
Total Local Deposit(s)	\$ 0.00

D. Total Project Costs All totals will calculate automatically.				
Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total OTHER STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$324,000.00	\$ 0.00	\$ 0.00	\$81,000.00	\$405,000.00

E. Point of Contact for Questions Regarding this Schedule A (Must be completed)	Name: <u>Doreen Holsopple</u> Phone No: <u>845-431-5977</u>
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See Agreement (or Supplemental Agreement Cover) for required contract signatures.

NYSDOT/State-Local Agreement – Schedule A

Footnotes: (See LPB's website for link to sample footnotes)

- The project involves the complete replacement of the existing structure that carries Walsh Road over the Quassaick Creek in the City of Newburgh, Orange County. Design features and standards for the project include bridge substructure and superstructure replacement, surface restoration (asphalt and vegetative), pedestrian sidewalk accommodations, drainage facilities restoration and life cycle cost considerations in selection of replacement bridge.
- At this time the non-federal share of Project costs identified for federal aid funding in this agreement is to be provided entirely by the Municipality. No subsidy or reimbursement of any portion of that local match is provided by New York State's Marchiselli Program or this contract at this time. Furthermore, this Agreement does not assure that any Marchiselli aid for the Project or phase hereunder will be authorized or available in the future. If the Project (and the phase of work) is eligible for State aid under the Marchiselli Program, and such aid is duly requested by the Municipality, NYSDOT may (subject to budgetary requirements) submit an appropriate request for Marchiselli funding authorization by the Legislature. If Legislative authorization for such funding is received, NYSDOT and the Municipality may enter a supplemental agreement providing such Marchiselli aid. Only then would Marchiselli aid be available to the affected Project and phase.
- This Schedule A includes additional funding for the Preliminary Engineering phase.
-
-
-
-
-
-
-
-
- PIN 8761.40; 7/14/2017mg

RESOLUTION NO.: 212 - 2017

OF

AUGUST 14, 2017

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE AN AGREEMENT WITH WSP USA INC.
FOR DESIGN, RIGHT-OF-WAY INCIDENTALS AND ACQUISITION AND
CONSTRUCTION SUPPORT IN AN AMOUNT NOT TO EXCEED \$400,000.00
FOR THE REPLACEMENT OF THE WALSH ROAD BRIDGE

WHEREAS, a Project for the Bridge Replacement of Walsh Road over Quassaick Creek (BIN 2223620) in the City of Newburgh, Orange County, PIN 8761.40 (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80% federal funds and 20% non-federal funds; and

WHEREAS, Resolution No. 143-2017 adopted by the City of Newburgh on June 12, 2017 approved and agreed to advance the Project by making a commitment of 100% of the non-federal share of costs of preliminary engineering and right-of-way incidental work by authorizing the City Manager to execute a Master Federal Aid Local Project Agreement with the New York State Department of Transportation ("NYSDOT"); and

WHEREAS, the City of Newburgh intends to advance the Project by making a commitment of 100% of the non-federal share of the costs of preliminary engineering and right-of-way incidental work by authorizing the City Manager to execute Supplemental Agreement No. 1 with NYSDOT; and

WHEREAS, the City of Newburgh proposes to engage the services of a consulting engineer to perform the preliminary engineering and right-of-way work and in accordance with the consultant selection procedures required by the NYSDOT and the Federal Highway Administration selected WSP USA Inc. to perform the preliminary engineering and right-of-way work identified; and

WHEREAS, the cost of the preliminary engineering and right-of-way work in an amount not to exceed \$400,000.00 shall be derived through the Federal Aid Project PIN#8761.40 up to 80% and the remaining 20% local match from the 2016 BAN; and

WHEREAS, the City of Newburgh finds that authorizing the City Manager to execute the agreement with WSP USA Inc. is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that the City Manager be and he is hereby authorized to execute an Agreement with WSP USA, Inc. in an amount not to exceed \$400,000.00 for design, preliminary engineering, right-of-way and construction management services for the Bridge Replacement of Walsh Road over Quassaick Creek (BIN 2223620) in the City of Newburgh, Orange County, PIN 8761.40.

#212-17

**Architectural/ Engineering
Consultant Contract**

NYSDOT PIN's 8761.40 Municipal Contract No. _____

Contract made this _____ day of _____, _____ by and between

The City of Newburgh

having its principal office at 83 Broadway, Newburgh, New York 12550 (the "Sponsor")

and

WSP USA Inc. with its office at 555 Pleasantville Road, Briarcliff Manor, NY (the "Consultant")

WITNESSETH:

WHEREAS, in connection with a federal-aid project funded through the New York State Department of Transportation ("NYSDOT") identified for the purposes of this Contract as **PIN 8761.40 – Walsh Road over Quassaick Creek** (as described in detail in Attachment A annexed hereto, the "Project") the Sponsor has sought to engage the services of a Consultant Engineer to perform the scope of services described in Attachment B annexed hereto; and

WHEREAS, in accordance with required consultant selection procedures, including applicable requirements of NYSDOT and/or the Federal Highway Administration ("FHWA"), the Sponsor has selected the Consultant to perform such services in accordance with the requirements of this Contract; and

WHEREAS, **Mr. Michael G. Ciaravino**, City Manager, is authorized to enter this Contract on behalf of the Sponsor,

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. DOCUMENTS FORMING THIS CONTRACT

This Contract consists of the following:

Agreement Form - this document titled
"Architectural/Engineering Consultant
Contract";

Attachment "A" - Project Description and
Funding;

Attachment "B" – Scope of Service;

Attachment "C" - as applicable, Staffing
Rates, Hours, Reimbursables and Fee.

ARTICLE 2. SCOPE OF SERVICES/STANDARD PRACTICES AND REQUIREMENTS.

2.1 The CONSULTANT shall render all services and furnish all materials and equipment necessary to provide the Sponsor with plans, estimates and other services and deliverables more specifically described in Attachment "B".

2.2 The CONSULTANT shall ascertain the applicable practices of the Sponsor, NYSDOT and/or FHWA prior

to beginning any of the work of this PROJECT. All work required under this Contract shall be performed in accordance with these practices, sound engineering standards, practices and criteria, and any special requirements, more particularly described in Attachment "B".

2.3 The CONSULTANT will commence work no later than ten (10) days after receiving notice to proceed from the Sponsor.

2.4 The CONSULTANT agrees to comply with those terms and conditions of the Bridge New York Local Project Agreement between NYSDOT and the SPONSOR required to be included in this contract. CONSULTANT agrees to include such terms and conditions in all subcontracts at all tiers.

ARTICLE 3. COMPENSATION METHODS, RATES AND PAYMENT

As full compensation for Consultant's work, services and expenses hereunder the Sponsor shall pay to the CONSULTANT, and the CONSULTANT agrees to accept compensation based the methods designated and described below. Payment of the compensation shall be in accordance with the Interim Payment procedures shown in the table and the final payment procedure in Article 6.

(Continued next page)

3.3 Lump Sum Cost Plus Reimbursables Method			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	INTERIM PAYMENTS
ITEM I	A Lump Sum paid to Consultant for the scope of services hereunder, unless this Contract is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed. Any Amendments or Supplements must be in writing and agreed by both parties.	A Lump Sum of: \$ 332,389.00	The CONSULTANT shall be paid in Monthly progress payments based upon the percentage of work accomplished and Direct Non-Salary Costs incurred during the period. Progress payments are subject to approval by the Sponsor's representative.
ITEM II	Actual Direct Non-Salary Costs incurred in fulfilling the terms of this Contract; all subject to audit.	Actual costs incurred in the performance of this Contract as identified in Attachment C or otherwise approved in writing by the Sponsor or its representative. All reimbursement for travel, meals and lodging shall be made at actual cost paid, but such reimbursement shall not exceed the per diem rates established by NY State Comptroller. All reimbursement shall not exceed the prevailing wage rates established by the NYS Dept. of Labor. For Reimbursable Direct Non-Salary Costs a multiple of One times shall be applied to the expenses incurred by the Consultant, the consultant's employees, or the subconsultant not to exceed: \$67,350.00	
ITEM III	Items required to be purchased for this Project not otherwise encompassed in Direct Non-salary Project-related Costs, which become the property of the Sponsor at the completion of the work or at the option of the Sponsor.	Salvage value	

ARTICLE 4. INSPECTION

The duly authorized representatives of the Sponsor, and on Federally aided projects, representatives of the NEW YORK STATE DEPARTMENT OF TRANSPORTATION and the FEDERAL HIGHWAY ADMINISTRATION, shall have the right at all times to inspect the work of the CONSULTANT.

ARTICLE 5. AUDITS

5.1 Payment to the Consultant is subject to the following audit rights of the Sponsor:

- A. For Cost Plus Fixed Fee Method - All costs are subject to audit, i.e. labor, direct non-salary, overhead, and fee.
- B. For Specific Hourly Rate Method - Labor hours and direct non-salary costs are subject to audit. If elements subject to audit are less than \$300,000, an audit may be waived by the Sponsor.
- C. For Lump Sum Cost Plus Reimbursables Method - Only direct non-salary costs are subject to audit. If elements subject to audit are less than \$300,000, an audit may be waived by the Sponsor.

5.2 In order to enable the Sponsor to process the final payment properly and expeditiously, the CONSULTANT is advised that all of the following documents and submissions, as the same may be appropriate to this contract, are considered to be necessary to enable the commencement of the audit.

- I. Records of Direct Non-Salary Costs;
- II. Copies of any subcontracts relating to said contract;
- III. Location where records may be examined; and
- IV. Name, address, telephone number of person to contact for production.

The application for final payment is not considered complete until receipt of these documents and information.

ARTICLE 6. FINAL PAYMENT

6.1 The Sponsor will make final payment within sixty (60) calendar days after receipt of an invoice which is properly prepared and submitted, and all appropriate documents and records are received.

6.2 The acceptance by the CONSULTANT of the final payment shall operate as and shall be a release to the Sponsor from all claims and liability to the CONSULTANT, its representatives and assigns for any and all things done, furnished for or relating to the services rendered by the CONSULTANT under or in connection with this Contract or for any part thereof except as otherwise provided herein.

ARTICLE 7. EXTRA WORK

7.1 Consultant's performance of this Contract within the compensation provided shall be continuously reviewed by the CONSULTANT and Sponsor. The CONSULTANT shall notify the Sponsor of the results of those reviews in writing by submittal of a Cost Control Report. Such Cost Control Report shall be submitted to the Sponsor on a monthly basis or such alternative interval as the Sponsor directs in writing.

7.2 If the CONSULTANT is of the opinion that any work the CONSULTANT has been directed to perform is beyond the scope of the PROJECT Contract and constitutes extra work, the CONSULTANT shall promptly notify the Sponsor, in writing, of this fact prior to beginning any of the work. The Sponsor shall be the sole judge as to whether or not such work is in fact beyond the scope of this Contract and constitutes extra work. In the event that the Sponsor determines that such work does constitute extra work, the Sponsor shall provide extra compensation to the CONSULTANT in a fair and equitable manner. If necessary, an amendment to the PROJECT Contract, providing the compensation and describing the work authorized, shall be prepared and issued by the Sponsor. In this event, a Supplemental Agreement providing the compensation and describing

the work authorized shall be issued by the Sponsor to the CONSULTANT for execution after approvals have been obtained from necessary Sponsor officials, and, if required from the Federal Highway Administration.

7.3 In the event of any claims being made or any actions being brought in connection with the PROJECT, the CONSULTANT agrees to render to the Sponsor all assistance required by the Sponsor. Compensation for work performed and costs incurred in connection with this requirement shall be made in a fair and equitable manner. In all cases provided for in this Contract for the additional services above described, the Sponsor's directions shall be exercised by the issuance of a separate Contract, if necessary.

ARTICLE 8. CONSULTING LIABILITY

The CONSULTANT shall be responsible for all damage to life and property due to negligent acts, errors or omissions of the CONSULTANT, his subcontractors at any tier, agents or employees in the performance of his service under this Contract.

Further, it is expressly understood that the CONSULTANT shall indemnify and save harmless the Sponsor from claims, suits, actions, damages and costs of every name and description resulting from the negligent performance of the services of the CONSULTANT under this Contract, and such indemnity shall not be limited by reasons of enumeration of any insurance coverage herein provided. Negligent performance of service, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the CONSULTANT's failure to meet professional standards and resulting in obvious or patent errors in the progression of his work. Nothing in this Article or in this Contract shall create or give to third parties any claim or right of action against the Sponsor beyond such as may legally exist irrespective of this Article or this Contract.

The CONSULTANT shall procure and maintain for the duration of the work for such project(s), Professional Liability Insurance in the amount of Three Million Dollars (\$3,000,000) per occurrence, issued to and covering damage for liability imposed on the CONSULTANT by this Contract or law arising out of any negligent act, error, or omission in the rendering of or failure to render professional services required by the Contract. The CONSULTANT shall supply any certificates of insurance required by the Sponsor and adhere to any additional requirements concerning insurance. Proof of such insurance shall be provided to the Town and be subject to the approval of the Town Attorney.

The CONSULTANT shall furnish a certified copy of said policies to the Sponsor at the time of execution of this Contract.

ARTICLE 9. WORKER'S COMPENSATION AND LIABILITY INSURANCE

This Contract shall be void and of no effect unless the CONSULTANT shall secure Workman's Compensation Insurance for the benefit of, and keep insured during the life of this Contract, such employees as are necessary to be insured in compliance with the provisions of the Workman's Compensation Law of the State of New York.

The CONSULTANT shall secure policies of general and automobile liability insurance, and maintain said policies in force during the life of this Contract. Said policies of insurance shall protect against liability arising from errors and omissions, general liability and automobile liability in the performance of this Contract in the sum of at least \$1,000,000.00 (One Million dollars) each.

The CONSULTANT shall furnish a certified copy of said policies to the Sponsor at the time of execution of this Contract.

ARTICLE 10. INTERCHANGE OF DATA

All technical data in regard to the PROJECT existing in the office of the Sponsor or existing in the offices of the CONSULTANT shall be made available to the other party to this Contract without expense to such other party.

ARTICLE 11. RECORDS RETENTION

The CONSULTANT shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (collectively called the "Records"). The Records must be kept for a minimum of six (6) years or three (3) years after final payment is received, whichever is later. The Sponsor, State, Federal Highway Administration, or any authorized representatives of the Federal Government, shall have access to the Records during normal business hours at an office of THE CONSULTANT within the State of New York or, a mutually agreeable reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

ARTICLE 12. DAMAGES AND DELAYS

The CONSULTANT agrees that no charges or claim for damages shall be made by him for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Contract. Such delays or hindrances, if any, shall be compensated for by an extension of time for such reasonable period as the Sponsor may decide, it being understood however, that the permitting of the CONSULTANT to proceed to complete any services or any part of them after the date of completion or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the Sponsor of any of its rights herein. Nothing in this ARTICLE will prevent the CONSULTANT from exercising his rights under ARTICLE 7 of this Contract.

ARTICLE 13. TERMINATION

The Sponsor shall have the absolute right to terminate this Contract, and such action shall in no event be deemed a breach of contract:

- A. for convenience of the Sponsor - if a termination is brought about for the convenience of the Sponsor and not as a result of unsatisfactory performance on the part of the CONSULTANT, final payment shall be made based on the basis of the CONSULTANT'S compensable work delivered or completed prior to and under any continuing directions of such termination.
- B. for cause - if the termination is brought about as a result of the Sponsor's determination of unsatisfactory performance or breach of contract on the part of the CONSULTANT, the value of the work performed by the CONSULTANT prior to termination shall be established by the percent of the amount of such work satisfactorily delivered or completed by the CONSULTANT to the point of termination and acceptable to the Sponsor, of the total amount of work contemplated by the PROJECT Contract.

ARTICLE 14. DEATH OR DISABILITY OF THE CONSULTANT

In case of the death or disability of one or more but not all the persons herein referred to as CONSULTANT, the rights and duties of the CONSULTANT shall descend upon the survivor or survivors of them, who shall be obligated to perform the services required under this Contract, and the Sponsor shall make all payments due to him, her or them.

In case of the death or disability of all the persons herein referred to as CONSULTANT, all data and records pertaining to the PROJECT shall be delivered within sixty (60) days to the Sponsor or his duly authorized representative. In case of the failure of the CONSULTANT's successors or personal representatives to make such delivery on demand, then in that event the representatives of the CONSULTANT shall be liable to the Sponsor for any damages it may sustain by reason thereof. Upon the delivery of all such data to the Sponsor, the Sponsor will pay to the representatives of the CONSULTANT all amounts due the CONSULTANT, including retained percentages to the date of the death of the last survivor.

ARTICLE 15. CODE OF ETHICS

The CONSULTANT specifically agrees that this Contract may be canceled or terminated if any work under this Contract is in conflict with the provisions of any applicable law establishing a Code of Ethics for Federal, State or Municipal officers and employees.

ARTICLE 16. INDEPENDENT CONTRACTOR

The CONSULTANT, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself consistent with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the Sponsor by reason hereof, and that he will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Sponsor, including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit.

ARTICLE 17. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Sponsor shall have the right to annul this Contract without liability, or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 18. TRANSFER OF AGREEMENT

The CONSULTANT specifically agrees, that he is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the Contract or of his right, title or interest therein, or his power to execute such Contract, to any other person, company or corporation, without the previous consent in writing of the Sponsor.

If this provision is violated, the Sponsor may revoke and annul the Contract and the Sponsor shall be relieved from any and all liability and obligations there under to the person, company or corporation to whom the CONSULTANT shall purport to assign, transfer, convey, sublet or otherwise dispose of the Contract without such consent in writing of the Sponsor.

ARTICLE 19. PROPRIETARY RIGHTS

The CONSULTANT agrees that if patentable discoveries or inventions should result from work described herein, all rights accruing from such discoveries or inventions shall be the sole property of the CONSULTANT. However, the CONSULTANT agrees to and does hereby grant to the United States Government and the State of New York and the Sponsor a nonexclusive, nontransferable, paid-up license to make, use, and sell each subject invention throughout the world by and on behalf of the Government of the United States and states and domestic municipal governments, all in accordance with the provisions of 48 CFR 1-27.

ARTICLE 20. SUBCONTRACTORS/ SUBCONSULTANTS

All SUBCONTRACTORS and SUBCONSULTANTS performing work on this project shall be bound by the same required contract provisions as the CONSULTANT. All Agreements between the CONSULTANT and a subcontractor or other SUBCONSULTANT shall include all standard required contract provisions, and such Contracts shall be subject to review by the Sponsor.

ARTICLE 20.1 PROMPT PAYMENT. While federal regulation (49 CFR 26.29) requires payment to subcontractors within 30 days, New York State law is more stringent. NYS General Municipal Law §106-b and NYS Finance Law Article 9, §139-f require prime contractors and prime consultants to pay their vendors within seven (7) calendar days of receipt of payment from the public owner/sponsor, and provides for interest on late payments for all public works contracts. Contract provisions incorporating any other payment schedule will not be allowed. A subcontractor's work is satisfactorily completed

when all the tasks called for in the subcontract have been accomplished and documented. When the Sponsor has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

ARTICLE 21. CERTIFICATION REQUIRED BY 49 CFR, PART 29

The signator to this Contract, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership)

- A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- C. does not have a proposed debarment pending; and
- D. has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

ARTICLE 22. CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing this Contract to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the standard "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be, included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

ARTICLE 23. RESPONSIBILITY OF THE CONSULTANT

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications and other services furnished by the CONSULTANT under this contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services. However, the Sponsor may in certain circumstances, provide compensation for such work.
- B. Neither the Sponsor's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the CONSULTANT shall be and remain liable to the Sponsor in accordance with applicable law for all damages to the Sponsor caused by the CONSULTANT'S negligent performance or breach of contract of any of the services furnished under this contract.
- C. The rights and remedies of the Sponsor provided for under this contract are in addition to any other rights and remedies provided by law.
- D. If the CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS

The CONSULTANT agrees to comply with all applicable Federal, State and Sponsor Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal Statutory and constitutional non-discrimination provisions, the CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, CONSULTANT agrees that neither it nor its SUBCONSULTANTS shall, by reason of race, creed, color, disability, sex or national origin; (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. CONSULTANT is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

ARTICLE 25. CERTIFICATION REQUIRED BY 40 CFR 111506.5

If the work of the PROJECT includes the preparation of an Environmental Impact Statement (EIS), the signator to this Contract, being duly sworn, certifies that its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership) does not have any financial or other interest in the outcome of the project including:

- a. an existing contract for the PROJECT's ROW incidental work or construction engineering; or
- b. ownership of land, options to buy land, or some business enterprise which would be financially enhanced or diminished by any of the PROJECT alternatives.

This does not preclude the CONSULTANT from being awarded a future contract covering the work describe in this Article or being awarded Phases V & VI Final Design after the EIS has been approved.

ARTICLE 26. BIDDING OF DIRECT NON-SALARY ITEMS *(unless more restrictive municipal laws apply)*

For all contracts other than personal services in excess of \$5,000, the consultant shall solicit a number of quotes from qualified subcontractors so that at least three (3) quotes will be received. For all contracts other than personal services in excess of \$20,000 except printing contracts in excess of \$10,000, the consultant shall solicit a number of sealed bids from qualified subcontractors so that at least three (3) bids will be received. The consultant shall then enter into a subcontract with the lowest bidder or entity submitting the lowest quotation who is fully responsive to the invitation to submit a quote/bid.

ARTICLE 27. WAGE AND HOURS PROVISIONS

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Consultant's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Consultant and its subconsultants must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

ARTICLE 28. INTERNATIONAL BOYCOTT PROHIBITION

In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Consultant agrees, as a material condition of the contract, that neither the Consultant nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Consultant, or any of the aforesaid affiliates of Consultant, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the Sponsor and the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (See, 2 NYCRR 105.4).

ARTICLE 29. SERVICE OF PROCESS

In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Consultant hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Consultant's actual receipt of process or upon the Sponsor's receipt of the return thereof by the United State Postal Service as refused or undeliverable. Consultant must promptly notify the Sponsor, in writing, of each and every change of address to which service of process can be made. Service by the Sponsor to the last known address shall be sufficient. Consultant will have thirty (30) calendar days after service hereunder is complete in which to respond.

ARTICLE 30. DISPOSITION OF PLANS, ESTIMATES AND OTHER DATA.

At the time of completion of the work, the Consultant shall make available to the Sponsor all survey notes, computations, maps, tracings, original aerial film and photo indices if any, and all other documents and data pertaining to the work or to the project which material at all times shall be the property of the Sponsor. Or in the event that this Agreement is terminated for any reason, then, within ten (10) days after such termination, the Consultant shall make available to the Sponsor all the aforementioned engineering data and material. All original tracings of maps and other engineering data furnished to the Sponsor by the Consultant shall bear thereon the endorsement of the Consultant. All plans, estimates and other data prepared in accordance with this Agreement shall be considered confidential and shall be released only to the Sponsor.

ARTICLE 31. MISCELLANEOUS

30.1 Executory Contract. This Contract shall be deemed only executory to the extent of the monies

available, and no liability shall be incurred by the Sponsor beyond the monies legally available for the purposes hereof.

IN WITNESS WHEREOF, the parties have duly executed this Contract effective the day and year first above written.

Reference: Sponsor Contract # _____

Sponsor	Consultant
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

ACKNOWLEDGMENT OF THE CITY OF NEWBURGH

STATE OF NEW YORK

ss:

CITY OF NEWBURGH

On this _____ day of _____, 20____ before me, the subscriber, personally came _____ to me known, who, being by me duly sworn, did depose and say; that he/she resides in _____, New York; that he/she is the _____ of the _____, the corporation described in and which executed the foregoing instrument; that he/she is the authorized with the execution of the matter herein provided for, and that he/she signed and acknowledged the said instrument in his/her position as a duly authorized representative of Sponsor.

Notary Public, _____ County, N.Y.

ACKNOWLEDGMENT OF THE CONSULTANT

STATE OF NEW YORK

ss:

COUNTY OF WESTCHESTER

On this _____ day of _____, 20____ before me personally came Michael Mangione to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed same.

Notary Public, _____ County, N.Y.

PINs: 8761.40 *Term of Contract Ends: Dec 2019*
BINs: Walsh Rd: 2223620

☒ Main Contract ☐ Amendment to Contract
[add identifying #] ☐ Supplement to Contract

Phase of Project Consultant to work on:

☒ P.E./Design ☒ ROW
Incidentals ☒ ROW
Acquisition ☒ Construction,
C/S, C/I (N/A)

Dates or term of Consultant Performance:
Start Date: July 2017
Finish Date: Dec 2019

PROJECT DESCRIPTION:

PIN 8761.40 – Walsh Road over Quassaick Creek

Project Location:

Walsh Road, City of Newburgh, Orange County

Consultant Work Type(s): See Attachment B for more detailed Task List.

\$400,000 (PIN 8761.40 – Walsh Road over Quassaick Creek)

Attachment B

Scope of Services

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Executive Summary

This project (PIN 8761.40) involves the full superstructure and substructure replacement of the bridge carrying Walsh Road over Quassaick Creek (BIN 2223620) in the City of Newburgh, Orange County, NY. The bridge is in an advanced state of deterioration and is considered at the end of its serviceable life.

The Walsh Road Bridge consists of a steel multi-girder concrete deck system founded on a substructure composed of two distinct elements: a concrete facing supported by steel piles, constructed in front of the original masonry abutment. Walsh Road is a north-south urban local roadway with two travel lanes. The two-lane roadway provides access to adjacent residential properties. The bridge is in close proximity to a CSX rail line. The roadway is relatively flat with a slight curve to the south just outside the project limits.

This project is currently on TIP and will be advanced in accordance with the NYSDOT Procedures for Locally Administered Federal Aid Projects.

Scope of Work

Section 1 - General

1.01 Project Description and Location

Project Name: Walsh Road over Quassaick Creek (BIN 2223620)

PIN: 8761.40

Project Description: This project will replace the existing structurally deficient and functionally obsolete bridge with a new bridge meeting current design standards.

Project Limits: Approximately 250-feet along both approaches

Sponsor: City of Newburgh

City: City of Newburgh

County(ies): Orange

The anticipated start date of preliminary design: September 2017

The letting date: March 2019

The construction completed date: December 2019

The anticipated design costs: \$400,000

The anticipated construction costs: \$1.7 million

1.02 Project Manager

The **Sponsor's** Project Manager for this project is Mr. Jason Morris, PE, City Engineer who can be reached at (845) 569-7448.

All correspondence to the **Sponsor** should be addressed to: Mr. Jason Morris, PE, City Engineer, 83 Broadway, Newburgh, New York 12550.

The Project Manager should receive copies of all project correspondence directed other than to the **Sponsor**.

1.03 Project Classification

This project is assumed to be a Class (II) action under USDOT Regulations, 23 CFR 771¹. Classification under the New York State Environmental Quality Review Act (SEQRA) Part 617, Title 6 of the Official Compilation of Codes, Rules, and Regulations of New York State (6 NYCRR Part 617) is assumed to be (Type II). City of Newburgh will be lead agency for the SEQRA process.

1.04 Categorization of Work

Project work is generally divided into the following sections:

Section 1	General
Section 2	Data Collection & Analysis
Section 3	Preliminary Design
Section 4	Environmental
Section 5	Right-of-Way
Section 6	Detailed Design
Section 7	Advertising, Bid Opening and Award
Section 8	Construction Support (not included in this assignment)
Section 9	Construction Inspection (not included in this assignment)
Section 10	Estimating & Technical Assumptions

When specifically authorized in writing to begin work the **Consultant** will render all services and furnish all materials and equipment necessary to provide the **Sponsor** with reports, plans, estimates, and other data specifically described in Sections 1, 2, 3, 4, 5, 6, 7, , and 10.

1.05 Project Familiarization

The **Sponsor** will provide the **Consultant** with the following information:

- Approved project initiation document (Initial Project Proposal or similar documentation) indicating project type, project location, cost estimate, schedule, and fund source(s).
- Transportation needs.
- Plans for future related transportation improvements or development in the area of the project.
- Traffic data.
- Most recent bridge inspection and condition report, NYSDOT weighted-average bridge condition rating, FHWA sufficiency rating, and NYSDOT Bridge Management System rating.
- Record as-built plans.
- Pavement history.
- Anticipated permits and approvals (initial determination).
- Terrain data requirements for design.
- Available project studies and reports.
- Other relevant documents pertaining to the project.

¹ <http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&SID=d21c8e6f33a02787d9b788103bac7b9d&rqn=div5&view=text&node=23:1.0.1.8.4.3&idno=23>

The **Consultant** will become familiar with the project before starting any work. This includes a thorough review of all supplied project information and a site visit to become familiar with field conditions.

1.06 Meetings

The **Consultant** will prepare for and attend all meetings as directed by the **Sponsor's Project Manager**. Meetings may be held to:

- Present, discuss, and receive direction on the progress and scheduling of work in this contract.
- Present, discuss, and receive direction on project specifics.
- Discuss and resolve comments resulting from review of project documents, advisory agency review, and coordination with other agencies.
- Preview visual aids for public meetings.
- Manage subconsultants and subcontractors.

The **Consultant** will be responsible for the preparation of all meeting minutes; the minutes will be submitted to meeting attendees within one (1) week of the meeting date.

1.07 Cost and Progress Reporting

For the duration of this contract, the **Consultant** will prepare and submit to the **Sponsor** on a monthly basis a Progress Report in a format approved by the **Sponsor**. The Progress Report must contain the Cost Control Report.² The beginning and ending dates defining the reporting period must correspond to the beginning and ending dates for billing periods, so that this reporting process can also serve to explain billing charges. (In cases where all work under this contract is officially suspended by the **Sponsor**, this task will not be performed during the suspension period.)

1.08 Policy and Procedures

- The design of this project will be progressed in accordance with the current version of the NYSDOT Procedures for Locally Administered Federal Aid Projects (PLAFAP) Manual³ including the latest updates.
- If there are conflicts between local policies and procedures and those listed in the PLAFAP those listed in the PLAFAP take precedence.]

1.09 Standards & Specifications

The project will be designed and constructed in accordance with the current edition of the NYSDOT Standard Specifications for Construction and Materials, including all applicable revisions.

1.10 Subconsultants

² <https://www.dot.ny.gov/plafap/view-document?id=1598>

³ <https://www.dot.ny.gov/plafap>

⁹ https://www.dot.ny.gov/portal/pls/portal/MEXIS_APP.EI_EB_DOC_DETAILS.show?p_arg_name_s=doc_id&p_arg_values=10618

The Consultant will retain the following Subconsultants:

- R.K. Hite – Right-of-way incidental and acquisition activities.
- Yu & Associates – Geotechnical engineering services

The **Consultant** will be responsible for:

- Coordinating and scheduling work, including work to be performed by subconsultants.
- Technical compatibility of a subconsultant's work with the prime consultant's and other subconsultants' work.

1.11 Subcontractors

Procurement of subcontractors must be in accordance with the requirements set forth in the *NYS DOT PLAFAP Manual*.

Section 2 - Data Collection and Analysis

2.01 Design Survey

A. Ground Survey

The **Consultant** will provide terrain data required for design by means of a topographic field survey. Topographic survey required, locating all prominent features within approximately 75-feet on either side of the centerline of the roadway, for a distance of approximately 250 feet.

B. Intentionally Left Blank

C. Stream Survey

The **Consultant** will perform field surveys necessary to provide stream cross-sections for the hydraulic analysis of the named stream(s).

The location and width of the sections will be sufficient to satisfactorily perform a hydraulic analysis of the named stream(s).

D. Survey of Wetland Boundaries

The **Consultant** will perform the field survey necessary to accurately locate delineated wetland boundaries. This survey should be performed as soon after delineation as possible.

E. Supplemental Survey

The **Consultant** will provide supplemental surveys when needed for design purposes and to keep the survey and mapping current.

F. Standards

Survey will be done in accordance with the standards set forth in the NYSDOT Land Surveying Standards and Procedures Manual⁴ and in accordance with local standards described in Section 10 of the SOS.

2.02 Design Mapping

The **Consultant** will provide the following design mapping:

- 1:20 scale mapping with 2 foot contour intervals.

The **Consultant** will provide supplemental mapping when needed for design purposes and keep the mapping current for the duration of the project.

2.03 Determination of Existing Conditions

The **Consultant** will determine, obtain or provide all information needed to accurately describe in pertinent project documents the existing conditions within and adjacent to the project limits.

2.04 Accident Data and Analysis

The **Consultant** will request and obtain accident records from the appropriate sources for the last three years for roads within the project limits plus one-tenth of a mile immediately outside of the project limits

The **Consultant** will prepare collision diagrams and associated summary sheets, and note any clusters of accidents or patterns implying inadequate geometrics, or other safety problems, within the project limits.

2.05 Traffic Counts

The **Consultant** will provide traffic count data for existing conditions, growth factors for forecasting, and forecast data, in accordance with the requirements noted in the NYSDOT Traffic Monitoring Standards for Contractual Agreements Manual⁵.

The **Consultant** will provide flow diagrams for appropriate peak periods (e. g., am, noon, pm) showing existing and design year volumes on the mainline, on each approach of all intersections, and at major traffic generators.

2.06 Capacity Analysis

The **Consultant** will perform capacity analyses using the latest version of the Transportation Research Board's *Highway Capacity Manual* at mainline and intersection locations within the project limit to determine:

- Existing level of service.
- Design year level of service.

⁴ <https://www.dot.ny.gov/divisions/engineering/design/design-services/land-survey/repository/LSSPM09.pdf>

⁵ <https://www.dot.ny.gov/divisions/engineering/technical-services/hds-respository/Traffic%20Monitoring%20Standards%20for%20Contractual%20Agreements.rtf>

- Estimates of the duration of the poor level of service where it occurs during commuter travel periods.

The **Consultant** will develop project travel speed and delay estimates for the peak hour and average hour for:

- Existing traffic conditions.
- Design year traffic for the null alternative.

2.07 Future Plans for Roadway and Coordination with Other Projects

The **Sponsor** will provide a brief written statement specifying whether or not plans exist to reconstruct or widen the highway segments immediately adjacent to the project within the next twenty years.

The **Sponsor** will determine the influence, if any, of other existing or proposed projects or proposed developments in the vicinity of this project (e.g., whether a nearby highway widening would influence this project's design traffic volumes).

The **Sponsor** will provide all necessary information pertaining to the other projects or developments

2.08 Soil Investigations

The **Consultant** will determine the boring locations, diameters, and sampling intervals; designate soil boring numbers; stake out the locations; take the soil borings; document the resulting subsurface information; and survey and map the actual boring locations. Soil boring contractor will be procured in accordance with the requirements set forth in the PLAFAP.

2.09 Hydraulic Analysis

The **Consultant** will perform a hydraulic analysis in accordance with the principles outlined in the Section 3.4 of the NYSDOT Bridge Manual⁶.

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2.11 Intentionally left blank

⁶ https://www.dot.ny.gov/divisions/engineering/structures/repository/manuals/brman_4th_edition

Section 3 - Preliminary Design

3.01 Design Criteria

The **Consultant** will identify the applicable design standards to be used for this project, and will establish project-specific design criteria in accordance with the NYSDOT PLAFAP Manual

The **Sponsor** will approve the selected project design criteria and will obtain NYSDOT concurrence (either by a written submission or at a meeting).

Based on the selected design criteria, the **Consultant** will identify all existing non-standard features that are within and immediately adjacent to the project limits. Non-standard features that correlate with a high accident rate will be noted.

3.02 Development of Alternatives

A. Selection of Design Alternative(s)

The **Consultant** will identify and make rudimentary evaluations of potential design alternative concepts that would meet the **Sponsor's** defined project objectives. These evaluations are not to be carried beyond the point of establishing the feasibility of each concept as a design alternative; only those significant environmental and geometric design constraints that bear on the feasibility should be identified.

For each concept the **Consultant** will prepare rudimentary sketches of plan, profile, and typical section views which show:

- **On plan:** proposed centerlines; pavement edges; curve radii and termini; and existing ROW limits.
- **On profile:** theoretical grade lines; critical clearances; vertical curve data; grades; and touchdown points.
- **On typical section:** lane, median, and shoulder widths; ditches; gutters; curbs; and side slopes.
- **Where necessary:** important existing features.
- **Where pertaining to feasibility:** significant environmental and geometric design constraints, labeled as such.

These sketches will include only the minimum information needed to select design alternatives to be studied in further detail.

The **Consultant** will meet with the **Sponsor** to discuss the concepts, using the sketches as discussion aids to describe the relative order-of-magnitude costs, advantages, disadvantages, and problem areas of each. From these concepts the **Sponsor** will select one, or in some cases more, design alternative(s) for further development.

B. Detailed Evaluations of Alternative(s)

The **Consultant** will further evaluate each design alternative and the null alternative with specific engineering analyses and considerations. Analyses will be conceptual and limited to determining the relative suitability of each design alternative, and will include:

- Design geometry, including the identification and comparison of alignment constraints and (where applicable) justification for retaining nonstandard design features, per the *PLAFAP Manual*.
- Environmental constraints and potential environmental impact mitigation measures (identified under Section 4 tasks).
- Traffic flow and safety considerations.
- Pavement.
- Structures, including bridges, retaining walls, major culverts, and building alterations (limited to establishing basic concepts, accommodating clearances and stream flow, and estimating costs).
- Drainage.
- Maintenance and protection of traffic during construction.
- Soil and foundation considerations.
- Utilities.
- Right-of-way acquisition requirements.
- Conceptual landscaping (performed by a Registered Landscape Architect).
- Accessibility for pedestrians, bicyclists and the disabled.
- Lighting.
- Construction cost factors.

The **Consultant** will prepare the following drawings for each design alternative analyzed:

- 1":40' plans showing (as a minimum) stationing centerlines; roadway geometrics; major drainage features; construction limits; cut and fill limits; and proposed right-of-way acquisition lines.
- Profiles, at a scale of 1":40' horizontal and 1":8' (maximum) vertical, showing (as a minimum) the vertical datum reference; significant elevations; existing ground line; theoretical grade line; grades; vertical curve data including sight distances; critical clearances at structures; centerline stations and equalities; construction limits; and superelevation data.
- Typical sections showing (as a minimum) lane, median, and shoulder widths; ditches; gutters; curbs; and side slopes.

3.03 Cost Estimates

The **Consultant** will develop, provide and maintain a separate cost estimate for each design alternative at each project location.

The **Consultant** will update the estimate periodically and as necessary to incorporate significant design changes.

3.04 Preparation of Draft Design Approval Document

For this project, the Design Approval Document (DAD) will be a Design Report.

The **Sponsor** will make all determinations not specifically assigned to the **Consultant** which are needed to prepare the Draft DAD.

The Draft DAD will include the results of analyses and/or studies performed in other Sections of this document. The DADs will be formatted as specified in the NYSDOT PLAFAP Manual

The **Consultant** will submit 2 copies of the Draft DADs to the **Sponsor** for review. The **Sponsor** will review the Draft DADs and provide the **Consultant** with review comments. The **Consultant** will revise the Draft DADs to incorporate the comments.

3.05 Advisory Agency Review

The **Consultant** will provide the **Sponsor** with 3 copies of each of the signed Draft DADs for distribution to advisory agencies.

The **Sponsor** will distribute the Draft DADs to the advisory agencies.

The **Consultant** will assist the **Sponsor** in evaluating and preparing individual responses to the review comments received.

3.06 Public Information Meeting(s) and/or Public Hearing(s)

A Public Information Meeting(s)

The **Consultant** will coordinate and lead 1 public information meeting for with advisory agencies, local officials, and citizens, at which the **Consultant** will provide visual aids and present a technical discussion of the alternatives. Prior to the public information meeting, the **Consultant** will prepare the draft presentation and visual aids and meet with the **Sponsor** to obtain input and comments.

The **Sponsor** will arrange for the location of public information meeting(s). The **Consultant** will assist the **Sponsor** with appropriate notification via preparing media advisory notice and informational meeting brochures for distribution by the **Sponsor** prior to the public information meeting.

3.07 Preparation of Final Design Approval Document (DAD)

The **Sponsor** will obtain all necessary approvals and concurrences and will publish all applicable legal notices.

The **Consultant** will prepare the Design Recommendations and will modify the DADs to include the Design Recommendation, re-title the DADs in accordance with the *PDM* Manual, and update existing conditions and costs as necessary.

The **Consultant** will incorporate changes resulting from the advisory agency review and all public information meetings.

The **Consultant** will submit 2 copies of each of the Final DADs to the **Sponsor** for review. The **Sponsor** will review the Final DADs and provide the **Consultant** with review comments. The **Consultant** will revise the Final DADs to incorporate the comments.

The **Sponsor** will submit 3 copies of each of the Final DADs to NYSDOT for a Final Environmental Determination. NYSDOT will make the determination or obtain FHWA's determination. If necessary, NYSDOT will transmit the Final DADs to FHWA for final review and concurrence. The **Consultant** will again revise each of the Final DADs to incorporate changes (assumed minor) resulting from the NYSDOT and/or FHWA review.

The **Sponsor** will grant or obtain, from or through NYSDOT, Design Approval.

Section 4 - Environmental

4.01 NEPA Classification

The **Consultant** will verify the anticipated NEPA Classification.

If the project is assumed to be a Class II action, then the **Consultant** will complete the NEPA Checklist, and forward the completed checklist to the **Sponsor** for forwarding to NYSDOT (with the Final DAD) for a final NEPA determination. The NEPA Checklist need not be completed for projects assumed to be Class I or III actions.

The Lead Agency for NEPA is the Federal Highway Administration (FHWA).

4.02 SEQRA Classification

The **Consultant** will assist the **Sponsor** in complying with SEQRA (6 NYCRR Part 617). The **Sponsor** is the Lead Agency. Consultant tasks include, but are not limited to:

- Drafting letters to involved agencies to determine the lead agency.
- Drafting Environmental Assessment Form(s).
- Drafting a negative declaration.
- Drafting a positive declaration.
- Drafting notices.

The **Consultant** will document the results of SEQRA processing in the body of the Design Approval Document (DAD) and will include documentation of the final SEQRA determination in the Appendix of the DAD.

4.03 Intentionally left blank

4.04 Screenings and Preliminary Investigations

The **Consultant** will screen and perform preliminary investigations to determine potential impacts resulting from the design alternative(s) for:

- General Ecology and Endangered Species
- Ground Water
- Surface Water
- State Wetlands
- Federal Jurisdictional Wetlands
- Floodplains
- Coastal Zone Management
- Navigable Waterways
- Historic Resources
- Parks
- Hazardous Waste
- Asbestos
- Noise
- Air Quality
- Energy
- Farmlands
- Invasive Species
- Visual Impacts
- Critical Environmental Areas
- Environmental Justice

Work will be performed, as summarized in the PLAFAP Manual and detailed in the PDM and the TEM, to determine whether further detailed analysis or study is required. The results of these screenings and preliminary investigations will be summarized in the appropriate sections of the DAD.

4.05 Detailed Studies and Analyses

Based on the work performed in Section 4.04, the **Consultant** will determine whether detailed analysis or study is required. Prior to commencing such detailed study or analysis, the **Sponsor** must concur with the **Consultant's** determination. Detailed Studies and Analysis will be performed under a **Supplemental to this Agreement**.

Detailed study or analysis work will be performed and documented as detailed in the PLAFAP Manual, as well as in the PDM and the TEM. Results of the detailed study or analysis will be summarized in the appropriate section of the DAD.

Detailed study or analysis may, if required, be done for:

- A. General Ecology and Endangered Species

- B. Ground Water
- C. Surface Water
- D. State Wetlands
- E. Federal Wetlands
- F. Floodplains
- G. Coastal Zone Management
- H. Historic Resources
- I. Parks - Section 4(f) and Section 6(f) Evaluations
- J. Hazardous Waste
- K. Asbestos
- L. Noise
- M. Air Quality
- N. Energy
- O. Farmlands
- P. Invasive Species
- Q. Visual Impacts
- R. Critical Environmental Areas
- T. Environmental Justice

4.06 Permits and Approvals

The **Consultant** will obtain all applicable permit(s) and certification(s), including but not necessarily limited to:

- Article 24 Freshwater Wetlands Permit
- U.S. Army Corps of Engineers Section 10 Permit (Nationwide)
- U.S. Army Corps of Engineers Section 404 Permit (Nationwide)
- NYSDEC Section 401 Water Quality Certification (Blanket)
- NYSDEC State Pollution Discharge Elimination System (SPDES) Permit
- NYSDEC Article 15 Protection of Waters Permit

(For a complete list of Federal and State environmental requirements, see PDM, Appendix 1.)

4.07 Intentionally Left Blank

Section 5 - Right-of-Way

5.01 Abstract Request Map and/or Title Search

The **Consultant** will engage a qualified title company to complete title searches (abstracts of title) for properties to be acquired by the **Sponsor**. Type of title search shall be as per the applicable requirements as detailed in the NYSDOT PLAFAP Manual.

5.02 Right-of-Way Survey

The **Consultant** will perform survey needed to accurately determine existing right-of-way limits and establish side property lines.

5.03 Right-of-Way Mapping

The **Consultant** will meet with the **Sponsor** and NYSDOT, if necessary, to discuss the types of right-of-way acquisitions required and the limits of acquisition lines.

The **Consultant** will prepare acquisition maps in accordance with the format provided by the **Sponsor**.

All right-of-way mapping will show dimensions in U.S. Customary units of measurement.

The **Consultant** will prepare all map revisions or additions which are determined necessary during the construction of the project.

5.04 Right-of-Way Plan

The **Consultant** will prepare the Right-of-Way Plan(s) in accordance with the PLAFAP Manual.

5.05 Right-of-Way Cost Estimates

The **Consultant** will provide cost estimates for the right-of-way to be acquired by the **Sponsor** on all alternatives being considered and will provide updated estimates, as necessary.

5.06 Intentionally Left Blank

5.07 Property Appraisals

The **Consultant** will prepare property appraisals establishing an opinion of value for any damages caused by the acquisition(s). The **Consultant** will also prepare estimates for the rental of occupied property(ies). All appraisals will be performed in accordance with the PLAFAP.

5.08 Appraisal Review

The **Consultant** shall arrange to have a Certified General Appraiser review the property appraisals. The appraisal reviewer will recommend a value of "just compensation" to the **Sponsor**. The **Sponsor** must set the value of just compensation prior to offers being made to the property owners.

5.09 Negotiations and Acquisition of Property

Property offers must not be made until authorization is granted to the **Sponsor** by the NYSDOT.

The **Consultant** will negotiate with property owners for the acquisition of their property, including completion of all documents required by the **Sponsor** in order to obtain the property.

The **Sponsor** will not require any property owner to surrender possession of real property before the **Sponsor** pays the agreed purchase price.

The **Consultant** will conduct necessary title curative work. For real property acquisitions valued at \$5,000 or less, the Consultant will clear only the possessory interest. For real property valued at greater than \$5,000, the Consultant will clear all interests in the property. Title curative work may include partial releases of mortgage, lien subordination agreements, and lien satisfactions.

The **Consultant** will perform a calculation to prorate real property taxes for each fee and permanent easement acquisitions. The Sponsor will pay all tax prorations over \$25.00.

The Consultant will prepare closing documents for each acquisition. The closing documents will include a closing statement, instrument, real estate transfer tax return, and real property transfer report.

The Consultant will deliver the title instrument(s) to the title attorney subcontracted by the Consultant for review and approval.

The Consultant will schedule and hold the closing. Because time is of the essence, the Sponsor will pay the just compensation at the time the property owner(s) signs all required closing documents. The transfer of title to the agency may also require the payment of incidental expenses by the owner, the Sponsor, or the Consultant. The Sponsor will pay appropriate reimbursable expenses to the property owner(s) and/or the Consultant.

The Consultant will promptly file all deeds or conveyance documents in the County Clerk's Office.

The Consultant will prepare the Right of Way Certificate on forms prescribed by the New York State Department of Transportation. The Sponsor will sign the Right of Way Certificate.

5.10 Intentionally left blank

Section 6 - Detailed Design

6.01 Preliminary Bridge Plans

A. New and Replacement Bridges

The **Consultant** will prepare and submit to the **Sponsor** a single Preliminary Bridge Plan for both project locations in accordance with the *NYSDOT Bridge Manual*.⁷ For each bridge, the **Consultant** will prepare and submit to the **Sponsor** a Structure Justification Report. The format and

⁷ https://www.dot.ny.gov/divisions/engineering/structures/repository/manuals/brman-usc/2011_nysdot_Br_Man_repl_pgs.pdf

content of the Structure Justification Report will be as outlined in the *NYSDOT Bridge Manual*.

B. Selected Structural Treatment

The **Consultant** will modify the Structure Justification Report and Preliminary Bridge Plan to incorporate **Sponsor** review comments.

The **Sponsor** will approve the selected structural treatment and will obtain NYSDOT concurrence (either by a written submission or at a meeting).

6.02 Advance Detail Plans (ADP)

The **Consultant** will develop the approved design alternatives to the ADP stage. At this stage all plans, specifications, estimates and other associated materials will be 90% complete.

As part of this task the **Consultant** will prepare templated cross sections at 25-ft intervals.

Advance Detail Plans will be in accordance with Chapter 21 of the NYSDOT Highway Design Manual.⁸

The **Consultant** will prepare and submit 2 copies of the ADP to the **Sponsor** for review. The **Consultant** will modify the design to reflect the review of the ADP package.

6.03 Contract Documents

The **Consultant** will prepare complete package of bid-ready contract documents. The package will include:

- Instructions to bidders.
- Bid documents.
- Contract language, including applicable federal provisions and prevailing wage rates.
- Special notes.
- Specifications.
- Plans.
- A list of supplemental information available to bidders (i.e., subsurface exploration logs, record as-built plans, etc.).
- Other pertinent information.

The **Consultant** will submit the contract documents to the **Sponsor** for approval. Upon approval, the **Sponsor** will submit 3 copies of the contract bid documents to NYSDOT as described in the *PLAFAP Manual*.

⁸ https://www.dot.ny.gov/divisions/engineering/design/dgab/hdm/hdm-repository/Chapt_21.pdf

6.04 Cost Estimate

The **Consultant** will develop, provide, and maintain the construction cost estimate for the project. The **Consultant** will update the estimate periodically and as necessary to incorporate significant design changes, and will develop and provide the final Engineer's Estimate, including all quantity computations.

6.05 Utilities

The **Consultant** will coordinate with affected utility companies to ensure the timely relocation of utility poles and appurtenances. The **Consultant** will assist the **Sponsor** in preparing any necessary agreements with utility companies. Any agreements containing reimbursable relocations must be approved and signed by the Design Support Section of the NYSDOT Design Quality Assurance Bureau (see PLAFAP Manual Appendix 10-8).

6.06 Railroads

The **Consultant** will coordinate with affected railroads and will assist the **Sponsor** in preparing all necessary Railroad Agreements.

6.07 Bridge Inventory and Load Rating Forms

The **Consultant** will complete and provide the **Sponsor** and NYSDOT with:

- Inventory Update forms, per the current NYSDOT Bridge Inventory Manual for Bridge Inventory and Inspection System, reflecting all proposed physical changes resulting from construction.
- Level 2 Load Rating Data Input forms, per NYSDOT User Manual for Structural Rating Program for Bridges and current NYSDOT guidance on the "Procedure for Inventorying, Inspecting, and Level 2 Load Rating, New, Replacement and Reconstructed or Rehabilitated Bridges".

6.08 Information Transmittal

Upon completion of the contract documents, the **Consultant** will transmit to the **Sponsor** all project information, including electronic files. The electronic information will be in the format requested by the **Sponsor**.

Section 7 - Advertisement, Bid Opening and Award

7.01 Advertisement

The **Consultant** will prepare the advertisement for bids to be placed in the NYS Contract Reporter and any other newspaper or publication identified by the **Sponsor**. The **Consultant** will submit the ad(s) to the **Sponsor** for review and

will revise the ad(s) to reflect comments generated by that review. Upon approval by the **Sponsor**, the **Consultant** will place the advertisements.

Advertisements must not be placed until authorization is granted to the **Sponsor** by the NYSDOT.

7.02 Bid Opening (Letting)

The **Sponsor** will hold the public bid opening. During the bidding phase, the **Consultant** will answer questions from prospective bidders and if needed, issue addendums prior to the bid opening for clarification. The **Consultant** will attend the bid opening.

7.03 Award

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

- Verifying the low bidder.
- Ensuring receipt of all required bid documents (non-collusive bid certification, debarment history certification, etc.).
- Breaking the low bid into fiscal shares, if necessary.
- Determining whether the low bid is unbalanced.
- For pay items bid more than 25% over the Engineer's Estimate:
 - Checking accuracy of quantity calculations.
 - Determining appropriateness of price bid for work in the item.
 - Determining whether the low bidder is qualified to perform the work.

The **Consultant** will assist the **Sponsor** in preparing and compiling the package of information to be transmitted to the NYSDOT.

The **Sponsor** will award the contract and will transmit the award package to the NYSDOT as described in the Procedures for Locally Administered Federal Aid Projects (PLAFAP) Manual.

Section 8 - Construction Support

8.01 Construction Support

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

Work under this section will always be in response to a specific assignment from the **Sponsor** under one of the tasks below:

- In response to unanticipated and/or varying field conditions or changes in construction procedures, the **Consultant** will conduct on-site field reconnaissance and, where required, prepare Field Change Sheets modifying pertinent contract plan sheets.

- The **Consultant** will analyze and make recommendations on the implementation of changes proposed by the **Sponsor** or the construction contractor. This includes the Traffic Control Plan.
- The **Consultant** will interpret and clarify design concepts, plans and specifications.
- The **Consultant** will review and approve shop drawings for construction.

Not reimbursable under this Section are:

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

Section 9 - Intentionally Left Blank

Section 10 - Estimating and Technical Assumptions

10.01 Estimating Assumptions

The following assumptions have been made for Walsh Road over Quassaick Creek (PIN 8761.40) for estimating purposes:

- | | |
|-----------|---|
| Section 1 | <p>Estimate <u>6</u> meetings during the life of this agreement.</p> <p>Estimate <u>18</u> cost and progress reporting periods will occur during the life of this agreement.</p> |
| Section 2 | <p>Assume that GPS methods and equipment <u>will</u> be used to establish local control points.</p> <p>Estimate <u>NEC</u> accidents will require analysis.</p> <p>Estimate <u>0</u> capacity analyses will be required.</p> <p>Estimate <u>4</u> soil borings will be taken.</p> |
| Section 3 | <p>Estimate <u>3</u> design alternative(s) will be analyzed (no build, rehabilitation, and replacement)</p> <p>Estimate <u>2</u> replacement concepts will be evaluated.</p> <p>Estimate <u>2</u> cost estimate(s) plus <u>3</u> updates will be required.</p> <p>Estimate <u>0</u> bridges will be rehabilitated</p> |

- Estimate 1 bridge will be replaced
- Section 4 Estimate 4 permits will be required.
- Section 5 Estimate 3 properties will require title searches.
- Estimate 3 ROW maps will be required.
- Estimate 3 property acquisitions will be required.
- Section 6 Detailed Design or Final Design
- Final Design will include but not be limited to:
- Development of highway and bridge plans.
 - Structural replacement design.
 - Highway design.
 - Preparation of right-of-way plans and acquisition maps.
 - Development and design for public utilities.
 - Maintenance and protection of traffic during construction.
 - Preparation and submission of final Plans, Specifications, and Estimate (PS&E) for the project.
- Estimate 2 cost estimate(s) plus 3 updates will be required.
- Estimate 1 bridges will be replaced and 0 will be rehabilitated.
- Estimate 4 utility companies and 1 railroad agencies will be affected.
- Assume 1 underground utilities require relocation
- Section 7 Estimate 30 copies of the final contract bid documents will be needed for prospective bidders.

10.02 Technical Assumptions

- Section 3 Assume the bridge will be replaced using off-site detour. No staged construction.
- Section 4 Assume a Phase 2 threatened or endangered species survey will not be required.
- Assume a Phase IIB Archeological Survey will not be required
- Assume total disturbance is less than 1-acre; therefore, a SPDES permit will not be required at both project locations.

Attachment C

Staffing Rates, Hours, Reimbursibles and Fee

WSP USA Inc.
August-17

City of Newburgh
PIN 8761.40 Walsh Road Bridge Replacement

Exhibit A, Page 1
Salary Schedule

WSP

JOB TITLE	ASCE (A) OR NICET (N) GRADE	AVERAGE HOURLY RATES	
		PRESENT	PROJECTED
		Jun-17	Jun-18
Principal-in-Charge	VIII (A)	\$95.00	\$97.38
Project Manager	VII (A)	\$73.92	\$75.76
Project Engineer	VI (A)	\$58.50	\$59.96
Design Engineer II	V (A)	\$50.48	\$51.74
Designer I	IV (A)	\$35.00	\$35.88
CAD Detailer	IV (N)	\$47.63	\$48.82
CAD Operator/Drafter	III (N)	\$36.75	\$37.67
Project Surveyor	II (N)	\$40.20	\$41.21
Party Chief (Field)	III (N)	\$28.98	\$29.70
Instrument Person (Field)	II (N)	\$24.51	\$25.13

OVERTIME POLICY

- Category A - No overtime compensation.
Category B - Overtime compensated at straight time rate.
Category C - Overtime compensated at straight time rate x 1.50.

Overtime applies to hours worked in excess of the normal working hours of 8 hours per day

Exhibit A, Page 2
Staffing Worksheet

Section	Task	Principal In Charge	Project Manager	Project Engineer	Design Engineer II	Designer I	CAD Detailer	CAD Operator	Project Surveyor	Crew Chief	Instrument Person
SECTION 1 General	1.05 Project Familiarization										
	1.06 Meetings		2	16							
	1.07 Cost and Progress Reporting			8							
	1.10 Subconsultant Coordination			8	16						
SECTION 2 Data Collection and Analysis	2.01 Design Survey		2	32	16						
	2.02 Design Mapping			4							
	2.03 Determination of Exist. Conditions					8					
	2.04 Accident Data and Analysis					16					
SECTION 3 Preliminary Design	3.01 Design Criteria		2	8	32						
	3.02 Development of Alternatives			8	32						
	3.03 Cost Estimates		2	8	40						
	3.04 Preparation of Draft DAD			8	40						
SECTION 4 Environmental	4.01 NEPA Classification		4	40	152						
	4.02 SECRA Classification					8					
	4.04 Screenings and Preliminary Investigations					8					
	4.06 Permits and Approvals				16	24					
SECTION 5 Right-of-Way	5.01 Abstract Request Map/Title Search		0	0	16	48					
	5.02 Right-of-Way Survey										
	5.03 Right-of-Way Mapping										
	5.04 Right-of-Way Plan										
SECTION 6 Detailed Design	6.01 Preliminary Bridge Plans		8	24	80						
	6.02 Advance Detail Plans					160					
	6.03 Contract Documents		8	24	56	80					
	6.04 Cost Estimate				24	40					
SECTION 7 Advertisement, Bid Opening, Construction Support	7.01 Advertisement		16	64	280	486					
	7.02 Bid Opening (Letting)				32						
	7.03 Award		0	0	56	0					
	8.01 Construction Support			16	80	100					
Subtotal, Section 1		0	0	32	16	0	0	0	0	0	0
Subtotal, Section 2		0	0	16	64	132	0	40	16	16	16
Subtotal, Section 3		0	4	40	152	192	0	80	0	0	0
Subtotal, Section 4		0	0	0	16	48	0	0	0	0	0
Subtotal, Section 5		0	0	0	0	0	0	32	0	24	24
Subtotal, Section 6		0	8	24	80	160	48	180	0	24	24
Subtotal, Section 7		0	16	64	280	486	136	640	0	0	0
Subtotal, Section 8		0	0	16	80	100	0	0	0	0	0
Total Hours		2846	22	188	564	958	136	752	16	40	40
Hourly Rates		\$57.38	\$75.75	\$59.96	\$51.74	\$35.98	\$48.82	\$37.67	\$41.21	\$28.70	\$25.13
Technical Labor		\$0.00	\$1,666.60	\$10,073.70	\$34,356.69	\$34,727.00	\$6,639.11	\$29,836.13	\$659.34	\$1,183.14	\$1,005.09
Total Technical Labor		\$120,152.01									

Exhibit B
Direct Non-Salary Expense

1. Travel

	Trips to Site miles per			
Field/Meetings	6	15 miles/round trip	90 @\$0.55	
Total Mileage		90 @	\$0.55	49.50
TOTAL TRAVEL				\$49.50

2. Reproducibles

	Sets	Sheets	Cost/Copy	Cost/Set	
Final Plans (11 x 17)	25	50	\$0.12	\$150	
Proposal	25	260	\$0.10	\$650	
TOTAL REPRODUCIBLES					\$800.00

3. Soil Borings

	4 borings at	\$3,500.00 per boring	\$14,000.00	
TOTAL				\$14,000.00

4. Endangered and Threatened Species Screening \$7,500.00

5. Hazmat Screening \$5,000.00

TOTAL DIRECT NON-SALARY COST (WSP) \$27,349.50

WSP USA Inc.
August-17

City of Newburgh
PIN 8761.40 Walsh Road Bridge Replacement

Exhibit C
Summary

Item 1A, Direct Technical Salaries	120,152
Item II Direct Non-Salary Cost (WSP)	27,350
Item II Direct Non-Salary Cost (estimated) (R.K. Hite)	20,000
Item II Direct Non-Salary Cost (estimated) (YU Associates)	20,000
Item III, Overhead (147%)	176,623
Item IV, Fixed Fee (12%)	35,613
Total Estimated Cost	399,738
Maximum Amount Payable	\$400,000

RESOLUTION NO.: 213 - 2017

OF

AUGUST 14, 2017

A RESOLUTION AUTHORIZING THE AWARD OF A BID AND
THE EXECUTION OF A CONTRACT WITH W.M. SCHULTZ CONSTRUCTION, INC.
FOR THE CONSTRUCTION OF
THE SOUTH WATER STREET SEWER SEPARATION PROJECT
IN AN AMOUNT NOT TO EXCEED \$1,654,000.00

WHEREAS, the City of Newburgh has identified certain sewer connections which discharge directly to the City's combined sewer overflows rather than to the City's waste water treatment plant and implement permanent solutions to remediate such discharges; and

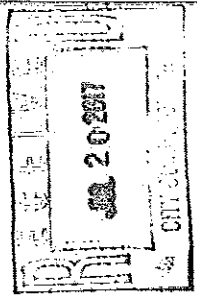
WHEREAS, the City of Newburgh has duly advertised for bids for the construction of the South Water Street Sewer Separation Project; and

WHEREAS, bids have been duly received and opened and W.M. Schultz Construction, Inc. is the low bidder; and

WHEREAS, funding for such project shall be derived from the New York State Environmental Facilities Corporation Grant/Loan C3-7332-11-00;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for construction of the South Water Street Sewer Separation Project be and it hereby is awarded to W.M. Schultz Construction, Inc., for the amount of \$1,654,000.00, and that the City Manager be and he is hereby authorized to enter into a contract for such work in this amount.

213-17



W. M. Schultz Construction, Inc.
P.O. Box 2620
Ballston Spa, New York 12020



City Comptroller, City of Newburgh
83 Broadway
Newburgh, NY 12550

BID ENCLOSED
South Water Street Sewer Separation Project
Bid No. 12.17
Bid Date/Time
July 20, 2017 @2PM

Schultz

BID FORM

City of Newburgh
South Water Street Sewer Separation Project

Bid No. 12-17

TABLE OF ARTICLES

1. Bid Recipient
2. Bidder's Acknowledgements
3. Bidder's Representations
4. Bidder's Certifications
5. Basis of Bid
6. Time of Completion
7. Attachments to this Bid
8. Defined Terms
9. Bid Submittal

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Newburgh
83 Broadway
Newburgh, New York 12550

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the price(s) and within the times indicated in this Bid and in accordance with the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner. Bidder will sign the Agreement and will furnish the required contract security, and other required documents within the time periods set forth in the Bidding Documents.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, if any, and the following Addenda, receipt of all of which is hereby acknowledged.

Addendum No.	Date Received	Addendum No.	Date Received
Addendum No.1	7.11.17		
Addendum No. 2	7.13.17		
Addendum No. 3	7.14.17		

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all:
1. reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities), if any, that have been identified in the Supplementary Conditions in SC-4.02 as containing reliable “technical data”, and
 2. reports and drawings of Hazardous Environmental Conditions identified at the Site, if any, that have been identified in SC-4.02 as containing reliable “technical data”.
- E. Bidder has considered the information known to Bidder, information commonly known to contractors doing business in the locality of the Site, information and observations obtained from visits to the Site, the Bidding Documents, and the Site-related reports and drawings identified in the Bidding Documents with respect to the effect of such information, observations, and documents on
1. the cost, progress and performance of the Work
 2. the means, methods, techniques, sequences and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder; and

3. Bidder's safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 3.01.E, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work (if any) to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – (NOT USED)

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	General Construction Work	LS	1	\$1,304,000	\$1,304,000
2	Sewer Lateral Connection	Each	5	\$5,000	\$25,000
3	Rock Excavation	CY	2,000	\$125.00	\$250,000
4	Contingency	LS	1	\$75,000	\$75,000
Total of All Price Bid Items					\$1,654,000

Unit prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work items will be based on actual quantities of Unit Price Work, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated and special damages in the event of failure to complete the Work within the Contract Times.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are attached to and made a condition of this Bid:
- A. Required Bid security in the form of 5 % of total contract amount.
 - B. Required Bidder Qualifications Statement with supporting data.
 - C. A tabulation of Subcontractors, Suppliers, and other individuals and entities required to be identified in this Bid.
 - D. Affidavit of non-collusion.

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders and the General Conditions and Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

- 9.01 This Bid submitted on July 20, 20 17 by: W.M. Schultz Construction, Inc.

If Bidder is:

An Individual

Name (Typed or Printed): _____ N/A

By _____
(Individual's Signature)

Doing business as _____

License or Registration Number: _____

Business Address: _____

Phone No.: _____ Fax No: _____

E-mail Address: _____

A Partnership

Partnership Name: _____ N/A

By: _____
(Signature of General Partner - Attach evidence of authority to sign)

(Name (Typed or Printed): _____

License or Registration Number: _____

Business Address: _____

Phone No.: _____ Fax No: _____

E-mail Address: _____

A Corporation

Corporation Name: W.M. Schultz Construction, Inc.

New York

(State of Incorporation)

By

W.M. Schultz - CEO

(Signature - Attach evidence of authority to sign)

Name and Title (Typed or Printed): William M. Schultz, CEO / President

Attest:

Suzanne Schultz - Secretary
(Secretary) Suzanne Schultz

(CORPORATE
SEAL)

License or Registration Number: 14-1827521

Business Address: 831 State Route 67, Curtis Ind. Park, Bldg 28A / PO Box 2620

Ballston Spa, NY 12020

Phone No.: (518) 885-0060

Fax No: (518) 885-0744

E-mail Address: mconaway@wmschultz.com

Limited Liability Company

By: _____ N/A
(Firm Name)

(State of Formation)

By: _____
(Signature of Member/Authorized to Sign)

(Printed or Typed Name and Title of Member Authorized to Sign)
(Attach evidence of authority to sign.)

License or Registration Number: _____

Business Address: _____

Phone No.: _____ Fax No: _____

E-mail Address: _____

A Joint Venture

N/A

Name of Joint Venture: _____

First Joint Venturer Name: _____

By: _____
(Signature of First Joint Venturer - Attach evidence of authority to sign)

Name (Typed or Printed): _____
(Title)

Title: _____

Second Joint Venturer Name: _____ N/A

By: _____
(Signature of Second Joint Venturer - Attach evidence of authority to sign)

Name (Typed or Printed): _____
(Title)

(Each joint venturer must sign. The manner of signing for each individual, partnership, corporation or limited liability company that is a party to the joint venture shall be in the manner indicated above).

Business Address: _____ N/A

Phone and fax numbers and address for receipt of communications to joint venture:

Joint Venture Address: _____

Phone No.: _____ Fax No: _____

E-mail Address: _____

++ END OF BID FORM ++

A Joint Venture

N/A

Name of Joint Venture: _____

First Joint Venturer Name: _____

By: _____
(Signature of First Joint Venturer - Attach evidence of authority to sign)

Name (Typed or Printed): _____
(Title)

Title: _____

Second Joint Venturer Name: _____

By: _____
(Signature of Second Joint Venturer - Attach evidence of authority to sign)

Name (Typed or Printed): _____
(Title)

(Each joint venturer must sign. The manner of signing for each individual, partnership, corporation or limited liability company that is a party to the joint venture shall be in the manner indicated above).

Business Address: _____

Phone and fax numbers and address for receipt of communications to joint venture:

Joint Venture Address: _____

Phone No.: _____ Fax No: _____

E-mail Address: _____

++ END OF BID FORM ++

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

W.M. SCHULTZ CONSTRUCTION INC
PO Box 2620 Ballston Spa, NY 12020

SURETY (Name and Address of Principal Place of Business):

IRONSHORE INDEMNITY INC
240 CEDAR KNOLLS RD, SUITE 308, CEDAR KNOLLS, NJ 07927

OWNER (Name and Address):

City of Newburgh
83 Broadway
Newburgh, New York 12550

BID

Bid Due Date: 7-20-17

Description (Project Name and Include Location):

South Water Street Sewer Separation, South Water Street, Newburgh, New York 12550

BOND

Bond Number: SUR51001637

Date (Not later than Bid due date): 7-20-17

Penal sum FIVE PERCENT OF CONTRACT AMOUNT

(Words)

\$ 5%

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

W.M. SCHULTZ CONSTRUCTION INC

(Seal)

Bidder's Name and Corporate Seal

By:

Signature

WILLIAM M SCHULTZ

Print Name

PRESIDENT

Title

Attest:

Signature

Suzanne Schultz, Secretary

Title

SURETY

IRONSHORE INDEMNITY INC

(Seal)

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

GARY A CARDINALE

Print Name

ATTORNEY-IN-FACT

Title

Attest:

Signature

JOSEPH V CARDINALE, WITNESS

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

PENAL SUM FORM

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Individual

Acknowledgement

State of _____ }
County of _____ } ss.

On this _____ day of _____, 20____, before me personally came

_____ to me known,
and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he executed the same.

My commission expires _____

Notary Public

Firm

Acknowledgement

State of _____ }
County of _____ } ss.

On this _____ day of _____, 20____, before me personally came

_____ to me known and known to me

to be a member of the firm of _____
described in and who executed the foregoing instrument, and he thereupon acknowledged to me that he executed the same as and for the act and deed of said firm.

My commission expires _____

Notary Public

Corporation

Acknowledgement

State of NEW YORK }
County of Albany } ss.

On this 20TH day of JULY, 2017, before me personally came

WILLIAM M SCHULTZ

to me known,

who being by me duly sworn, did depose and say that he is the PRESIDENT

of W.M. SCHULTZ CONSTRUCTION INC

the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

My commission expires 10-31-2018

Notary Public

Patrick J. Clyne
PATRICK J. CLYNE
Notary Public, State of New York
No. 01CL4770966
Qualified in Albany County
Commission Expires Oct. 31, 2017

Surety

Acknowledgement

State of NEW YORK }
County of ERIE } ss.

On this 20TH day of JULY, 2017, before me personally came

GARY A. CARDINALE

to me known, who, being by me duly sworn, did depose and say that

he is attorney-in-fact of IRONSHORE INDEMNITY, INC.

the corporation described in and which executed the above instrument; that he knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

My commission expires JULY 24TH, 2018

Danielle D. Barclay
DANIELLE D. BARCLAY
Notary Public
Qualified in New York
Commission Expires 2-28-18

BRONSHORE INDEMNITY INC.
FINANCIAL STATEMENT SUMMARY

As of December 31, 2016

ASSETS		LIABILITIES	
Bonds	231,779,028	Losses	71,798,920
Preferred stocks	0	Reinsurance payable on paid losses and loss adjustment expenses	0
Common stocks	38,787,295	Loss adjustment expenses	12,947,594
Mortgage loans on real estate: First Bets	0	Commissions payable, contingent commissions and other similar charges	1,352,416
Mortgage loans on real estate: Other than first Bets	0	Other expenses (excluding taxes, licenses and fees)	4,583,486
Properties occupied by the company	0	Taxes, licenses and fees (excluding federal and foreign income taxes)	5,924,554
Properties held for the production of income	0	Current federal and foreign income taxes	733,172
Properties held for sale	0	Net deferred tax liability	0
Cash, cash equivalents and short-term investments	6,979,921	Unearned premiums	20,290,270
Contract loans	0	Advance premium	0
Derivatives	0	Ceded reinsurance premiums payable (net of ceding commissions)	67,784,734
Other invested assets	0	Funds held by company under reinsurance treaties	182,004
Receivables for securities	0	Amounts withheld or retained by company for account of others	0
Securities lending reinvested collateral assets	0	Remittances and items not allocated	0
Aggregate write-ins for invested assets	0	Provision for reinsurance	577,160
Subtotals, cash and invested assets	279,441,154	Net adjustments in assets and liabilities due to foreign exchange rates	0
Title plants less \$... Charged off	0	Drafts outstanding	0
Investment income due and accrued	1,304,081	Payable to parent, subsidiaries and affiliates	60,999,591
Uncollected premiums and agents' balances in the course of collection	74,398,223	Derivatives	0
Deferred premiums, agents' balances and installments booked but deferred and not yet due	0	Payable for securities	2,698
Accrued retrospective premiums	0	Payable for securities lending	0
Amounts recoverable from reinsurers	52,250,879	Liability for amounts held under uninsured plans	0
Funds held by or deposited with reinsured companies	0	Aggregate write-ins for liabilities	12,127,314
Other amounts receivable under reinsurance contracts	0	Total liabilities excluding protected cell liabilities	259,304,312
Amounts receivable relating to uninsured plans	0	Protected cell liabilities	0
Current federal and foreign income tax recoverable and interest thereon	0	Total liabilities	259,304,312
Net deferred tax asset	2,615,318	POLICYHOLDERS'S SURPLUS	
Guaranty funds receivable or on deposit	0	Aggregate write-ins for special surplus funds	0
Furniture and equipment, including health care delivery assets	0	Common capital stock	5,000,000
Net adjustment in assets and liabilities due to foreign exchange rates	0	Preferred capital stock	0
Receivables from parent, subsidiaries and affiliates	5,999,711	Aggregate write-ins for other than special surplus	0
Health care and other amounts receivable	0	Surplus Notes	0
Aggregate write-ins for other than invested assets	8,935,693	Gross paid in and contributed surplus	156,938,671
Total assets excluding Separate Accounts, Segregated Accounts and Protected Cell Accounts	424,948,059	Unassigned funds (surplus)	3,705,076
From Separate Accounts, Segregated Accounts and Protected Cell Accounts	0	Surplus as regards policyholders	165,643,746
TOTALS	424,948,059	TOTALS	424,948,059

CERTIFICATE

I certify that the above financial statements to the best of my knowledge are a true and accurate reflection of the financial condition of the Company as of December 31, 2016.

Additionally, I certify that the above financial statements are in agreement with the Statutory Financial Statements filed with the Minnesota Department of Insurance as of the same date.

William J. Gleason

William J. Gleason CFO, VP & Treasurer

SUBSCRIBED and sworn to me this 30th day of May 2017
My commission expires: June 1, 2018

Judy Berger
Notary Public

Judy Berger
Printed Name

SEAL

JUDY BERGER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01BE6222764
Qualified in New York County
My Commission Expires June 01, 2018

POWER OF ATTORNEY

III- 51001637

Ironshore Indemnity Inc.

KNOW ALL MEN BY THESE PRESENTS, that IRONSHORE INDEMNITY INC., a Minnesota Corporation, with its principal office in New York, NY does hereby constitute and appoint: Gary Cardinale and Danielle Barclay its true and lawful Attorney(s)-in-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of IRONSHORE INDEMNITY INC. on the 22nd day of April, 2013 as follows:

Resolved, that the Director of the Company is hereby authorized to appoint and empower any representative of the company or other person or persons as Attorney-in-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$7,500,000 dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-in-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-in-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the Director and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, IRONSHORE INDEMNITY INC. has caused this Instrument to be signed by its Director, and its Corporate Seal to be affixed this 7th day of August, 2013

IRONSHORE INDEMNITY INC.



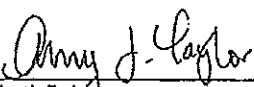
By: 
Daniel L. Sussman
Director

ACKNOWLEDGEMENT

On this 7th Day of August, 2013, before me, personally came Daniel L. Sussman to me known, who being duly sworn, did depose and say that he is the Director of Ironshore Indemnity, Inc., the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY L. TAYLOR
Notary Public - State of Tennessee
Davidson County
My Commission Expires 01-09-16

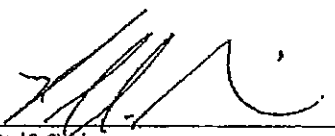

Amy L. Taylor
Notary Public

CERTIFICATE

I, the undersigned, Secretary of IRONSHORE INDEMNITY INC., a Minnesota Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at this 20TH Day of JULY, 20 17




Paul S. Giordano
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

BIDDER QUALIFICATION STATEMENT

(Completion of this statement is required in advance of
consideration for award of Contract.)

SUBMITTED TO:

City of Newburgh
83 Broadway
Newburgh, New York 12550

SUBMITTED FOR:

City of Newburgh
South Water Street Sewer Separation Project
Bid No. 12-17

SUBMITTED BY:

Name of Organization: W.M. Schultz Construction, Inc.
(Print or Type Name of Bidder)

Name of Individual: William M. Schultz

Title: CEO / President

Business Address: 831 State Route 67, Curtis Ind. Park, Bldg 28A / PO Box 2620
Ballston Spa, NY 12020

Telephone No.: (518) 885-0060

Fax No.: (518) 885-0744

E-mail Address: mconaway@wmschultz.com

Bidder's Website: www.wmschultz.com

If address and phone number given above is for a branch office, provide address and phone number of principal home office:

Principal Home Office Address: N/A

Principal Home Office Telephone No.: N/A

Gentlemen:

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter.

(Note: Attach additional sheets as required.)

1.0 Bidder's General Business Information

1.1 Check if:

- ☒ Corporation ☐ Partnership ☐ Joint Venture ☐ Other
☐ Limited Liability Company ☐ Sole Proprietorship

If Corporation:

A. Date and State of Incorporation:

October 26, 2000 / New York

B. List of Executive Officers:

Name	Title	Address
William M. Schultz	CEO / President	63 Sweet Rd., Ballston Lake, NY 12019
Sue Schultz	Secretary	63 Sweet Rd., Ballston Lake, NY 12019
William M. Schultz	Treasurer	63 Sweet Rd., Ballston Lake, NY 12019

If Partnership:

A. Date and State of Organization:

N/A

B. Current General Partners (name and address for each):

N/A

C. Type of Partnership

N/A

☐ General ☐ Publicly Traded ☐ Limited

☐ Limited Liability ☐ Other (describe):

If Joint Venture:

A. Date and State of Organization:

N/A

B. Name, Address, Form of Organization, and State of Organization of Each Joint Venture Partner: (Indicate with an asterisk (*) the managing or controlling Joint Venturer if applicable):

N/A

If Limited Liability Company:

A. Date and State of Organization:

N/A

B. Members:

Name

Address

N/A

If Sole Proprietorship:

A. Date and State of Organization:

N/A

B. Name and Address of Owner or Owners:

N/A

If Other Type of Organization:

A. Type of Organization:

N/A

B. Date and State of Organization:

N/A

C. Name and Address of Each Owner or Principal:

N/A

1.2 Certifications: In addition to the above categories of business entities, indicate whether Bidder's organization is a:

☐ Disadvantaged Business Enterprise, certified by N/A

☐ Minority Business Enterprise, certified by _____

☐ Women's Business Enterprise, certified by _____

☐ Historically Underutilized Business Zone Small Business Concern,
certified by _____

2.0 How many years has your organization been in business as a general contractor?
17 (seventeen) years

3.0 If your organizational structure has changed within the past five years, provide data as listed above in Item 1.0 for your previous organization.

4.0 Do you plan to subcontract any part of this project? Yes If so, give details.

Pavement
Jack and Bore
Line Striping

5.0 Has any construction contract to which you have been a party been terminated by the owner; have you ever terminated work on a project prior to its completion for any reason; has any surety which issued a performance bond on your behalf ever completed the work in its own name or financed such completion on your behalf; has any surety expended any monies in connection with a contract for which they furnished a bond on your behalf? If the answer to any portion of this question is "yes", furnish details of all such occurrences including name of owner, architect or engineer, and surety, and name and date of project.

NONE

6.0 Has any officer or partner of your organization ever been an officer or partner of another organization that had any construction contract terminated by the owner; terminated work on a project prior to its completion for any reason; had any surety which issued a performance bond complete the work in its own name or financed such completion; or had any surety expend any monies in connection with a contract for which they furnished a bond? If the answer to any portion of this question is "yes", furnish details of all such occurrences including name of owner, architect or engineer, and surety, and name and date of project.

NONE

7.0 In the last five years, has your organization, or any predecessor organization, failed to substantially complete a project in a timely manner? If the answer to this question is "yes", furnish details of all such occurrences including name of owner, architect or engineer, and surety, and name and date of project.

NONE

8.0 On Schedule A, attached, list name, location and description of project, owner, architect or engineer, contract price, percent complete and scheduled completion of the major construction projects your organization has in progress on this date. Provide name, address and telephone number of a reference for each project listed.

See Attachment

9.0 On Schedule B, attached, list name, location and description of project, owner, architect or engineer, contract price, date of completion and percent of work with your own forces of major projects of the same general nature as this project which

your organization has completed in the past five years. Provide name, address and telephone number of a reference for each project listed. See Attachment

- 10.0 On Schedule C, attached, list name and construction experience of the principal individuals of your organization directly involved in construction operations.
See Attachment

11.0 Licenses and Registrations:

- 11.1 Indicate the jurisdictions in which your firm is legally qualified to practice. Indicate license or registration number for each jurisdiction, if applicable, and type of license or registration. Attach separate sheet as required.

Jurisdiction	License/Registration No.	Type
See Attachment 5		

- 11.2 In the past five years, has Bidder had any business or professional license suspended or revoked?

☒ No ☐ Yes

If yes, describe on a separate attachment the circumstances, including the jurisdiction and bases for suspension or revocation.

12.0 Provide the following information for your surety:

12.1 Surety Company: Ironshore Indemnity, Inc.

12.2 Agent: Arthur J. Gallagher Risk Management Services

A. Address: 677 Broadway, Suite 401, Albany, NY 12207

B. Telephone No.: (518) 463-3181

12.3 What is your approximate total bonding capacity?

- ☐ \$500,000 to \$2,000,000
☐ \$2,000,000 to \$5,000,000
☐ \$5,000,000 to \$10,000,000
☒ \$10,000,000 or more

- 13.0 Provide the following with respect to an accredited banking institution familiar with your organization.

13.1 Name of Bank: Key Bank

13.2 Address: 2031 Doubleday Avenue, Ballston Spa, NY 12020

13.3 Account Manager: Todd Mesick

13.4 Telephone No.: (518) 885-2535

14.0 Provide the name, address and telephone number of an individual who represents a major equipment/material supplier whom the Owner may contact for a financial reference: See Attachment 4

15.0 Attach a financial statement, prepared on an accrual basis, in a form which clearly indicates Bidder's assets, liabilities and net worth.

15.1 Date of financial statement: See Attachment 4

15.2 Name of firm preparing statement: See Attachment 4

16.0 Industry Affiliations, Memberships, Awards, and Honors

16.1 List below the industry organizations with which your organization is affiliated or which your organization is a member:

ABC	NAWIC
AGC	NYS Business Council
NESCA	DBIA

16.2 List below the industry awards or honors received by your organization and the date for each. Attach supporting documentation as necessary.

2009 Award of Merit: Civil Public Works – Hudson River PCBs Alternative Drinking Water Supplies Project
2010 American Council of Engineering Companies (ACEC) Diamond Award Winner – Water and Wastewater (For Hudson River PCBs Alternative Water Supplies Project)
2012 Excellence in Partnering Award (NYSDOT and Schultz on NanoTech Campus Intersection Improvements Project – Fuller Road and Washington Ave. Ext. – Albany, N.Y.)
2012 American Public Works Association Award for Transportation Project of the Year (For NanoTech Campus Intersection Improvements Project – Fuller Road and Washington Ave. Ext. – Albany, N.Y.)
2014 ABC STEP Silver Award (Empire State Chapter)
2014 NAWIC Regional Safety and Health Awareness Contractor Safety Excellence Award
2014 NAWIC National Safety and Health Awareness Contractor Safety Excellence Award (First Place)
2014 NYS AGC Safety Excellence Award
2015 ABC STEP Gold Award (Empire State and Connecticut Chapter)
2015 NAWIC Regional Safety and Health Awareness Contractor Safety Excellence Award
2015 NAWIC National Safety and Health Awareness Contractor Safety Excellence Award (First Place)
2016 ABC STEP Platinum Award (Empire State and Connecticut Chapter)
2016 NAWIC Regional Safety Excellence Award
2016 NAWIC National Safety Excellence Award (First Place)
2017 National Association of General Contractors Safety Award
2017 Claudio Cares Foundation Award (For the County Route 41 Project in Hyde Park, N.Y. – 2016)

17.0 Statement of Potential Conflicts of Interest: List below business associations, financial interests, or other circumstances that may create a conflict of interest with the Owner or other entity involved in the Project. Attach additional documentation as required.

NONE

18.0 Dated at 9am, this 20th day of July, 2017.

Bidder: W.M. Schultz Construction, Inc.
(Print or Type Name of Bidder)

By:  - CEO
William M. Schultz

Title: CEO / President

Attachments A, B and C

(Seal, if corporation)

------(Affidavit for Individual)-----

N/A being duly sworn, deposes and says that:
a) the financial statement, taken from his/her books, is a true and accurate statement of his/her financial condition as of the date thereof; and b) all of the foregoing qualification information is true, complete, and accurate.

------(Affidavit for Partnership)-----

N/A being duly sworn, deposes and says that:
a) he/she is a member of the partnership of _____;
b) he/she is familiar with the books of said partnership showing its financial condition; c) the financial statement, taken from the books of said partnership, is a true and accurate statement of the financial condition of the partnership as of the date thereof; and d) all of the foregoing qualification information is true, complete, and accurate.

------(Affidavit for Corporation)-----

William M. Schultz being duly sworn, deposes and says that: a) he/she is
CEO / President of W.M. Schultz Construction, Inc.;
(Full name of Corporation)
b) he/she is familiar with the books of said corporation showing its financial condition; c) the financial statement, taken from the books of said corporation, is a true and accurate statement of the financial condition of said corporation as of the date thereof; and d) that all of the foregoing qualification information is true, complete, and accurate.

------(Affidavit for Limited Liability Company (LLC))-----

N/A being duly sworn, deposes and says that: a) he/she is
_____ of _____;
(Full name of LLC)
b) he/she is familiar with the books of said company showing its financial condition; c) the financial statement, taken from the books of said company, is a true and accurate statement of the financial condition of said company as of the date thereof; and d) that all of the foregoing qualification information is true, complete, and accurate.

------(Affidavit for Joint Venture)-----

Each joint venturer shall complete the affidavit appropriate for the joint venturer's type of organization and attach said affidavit to the Bidder Qualifications Statement. Submit separate acknowledgement for each joint venturer's affidavit.

N/A

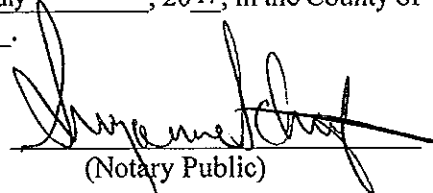
------(Acknowledgment)-----

William M. Schultz being duly sworn, deposes and says
that he/she is CEO / President of W.M. Schultz Construction, Inc.;
(Name of Bidder)

that he/she is duly authorized to make the foregoing affidavit and that he/she makes it on behalf of

() himself/herself; () said partnership; (X) said corporation;
() said joint venture; () said limited liability company

Sworn to before me this 18 day of July, 2017, in the County of
Saratoga, State of New York.


(Notary Public)

My commission expires 7/18/21

(Seal)

++ END OF BIDDER QUALIFICATIONS STATEMENT ++

SUZANNE SCHULTZ
Notary Public, State of New York
No. 01SC6130518
Qualified in Saratoga County
My Commission Expires July 18, 2021

ATTACHMENT A

SCHEDULE A
PROJECTS IN PROGRESS

<u>Name, Location and Description of Project</u>	<u>Owner</u>	<u>Architect or Engineer</u>	<u>Contract Price</u>	<u>Percent Complete</u>	<u>Scheduled Completion</u>	<u>Reference/Contract Include Address and Phone</u>
--	--------------	----------------------------------	-----------------------	-----------------------------	---------------------------------	---

See Attachment

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ATTACHMENT B

SCHEDULE B
PROJECTS COMPLETED

<u>Name, Location and Description of Project</u>	<u>Owner</u>	<u>Architect or Engineer</u>	<u>Date Completed</u>	<u>Contract Price</u>	<u>Percent with Own Forces</u>	<u>Reference/Contract Include Address and Phone</u>
--	--------------	----------------------------------	---------------------------	-----------------------	------------------------------------	---

See Attachment

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ATTACHMENT C

SCHEDULE C
PERSONNEL

<u>Name</u>	<u>Position</u>	<u>Date Started With This Organization</u>	<u>Date Started In Construction</u>	<u>Prior Positions and Experience In Construction</u>
-------------	-----------------	--	---	---

See Attachment

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DOCUMENT 00 45 19
WAIVER OF IMMUNITY/NON COLLUSIVE BIDDING CERTIFICATION
PURSUANT TO SECTION 103-D OF THE NEW YORK STATE
GENERAL MUNICIPAL LAW

A. By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organizations, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this Bid have not knowingly been disclosed by the Bidder and will not knowingly be disclosed by the Bidder, directly or indirectly, prior to opening, to any other Bidder or to any competitor;

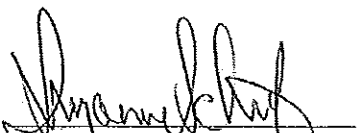
(3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition;

A Bid shall not be considered for award nor shall any award be made where (1), (2) and (3) above have not been complied with; provided, however, that in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the Bid a signed statement which sets forth in detail the reasons therefore. Where (1), (2) and (3) above have not been complied with, the Bid shall not be considered for award nor shall any award be made unless the head of the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the Bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a Bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being Bid, does not constitute, without more, a disclosure within the meaning of paragraph A above.

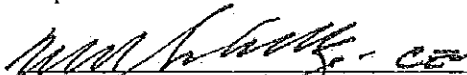
B. Any Bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate Bidder for work or services performed or to be performed or goods sold or to be sold, where competitive Bidding is required by statute, rule, regulation, local law, and where such Bid contains the certification referred to in paragraph A of this section, shall be deemed to have been authorized by the board of directors of the Bidder, and such authorization shall be deemed to include the submission of the Bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Sworn to before me
this 18 day of July, 2017


Notary Public

SUZANNE SCHULTZ
Notary Public, State of New York
No. 01SG6130518

04881005 My Commission Expires July 18, 2021 00 45 19-1


Signature William M. Schultz

CEO / President

Title

W.M. Schultz Construction, Inc.

Company Name

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AFFIDAVIT - WORKER'S COMPENSATION

STATE OF: New York)

) SS:

County of: Saratoga)

I, William M. Schultz of the Town, Village, City of Ballston Spa

in the County of Saratoga and the State of New York

of full age, being duly sworn according to law on my oath depose and say that:

I am CEO / President, an officer of the firm of W.M. Schultz Construction, Inc.

being duly sworn, deposes and says that he now carries or that he has applied for a Worker's Compensation Policy to cover the operations, as set forth in the preceding contract, and to comply with the provisions thereof.

W.M. Schultz Construction, Inc.

Contractor Name

Subscribed and sworn to William M. Schultz

CEO / President

Name of Affiant

Title of Affiant

William M. Schultz - CEO

Signature of Affiant

before me this 18 day of July, 20 17

Notary Public of Saratoga County, New York

My commission expires: 7/18/21

Notary Signature: *Suzanne Schultz*

Affix Notary Seal or Stamp below

SUZANNE SCHULTZ
Notary Public, State of New York
No. 01SC6130518
Qualified in Saratoga County
My Commission Expires July 18, 2021

APPRENTICESHIP CERTIFICATION FORM

This form is required for all service contracts over \$250,000

I William M. Schultz do hereby certify that I am authorized to sign a contract on behalf of W.M. Schultz Construction, Inc. and that we currently have a New York State Certified Apprenticeship program. As the prime contractor for the City of Newburgh contract entitled Bid No. 12.17 - Newburgh South Water Street Sewer we also certify that the listing below constitutes all the sub-contractors we have hired for work on this public works contract. Each of the sub-contractors listed below attests that they currently have a New York State Certified Apprenticeship program.

Prime Contractor: *William M. Schultz - CEO* Date: 7/20/17
Signature (in blue ink) William M. Schultz, CEO / President

Subcontractor Name: _____

Address: _____

Phone No.: _____

Signature: _____ Title: _____ Date: _____

Subcontractor Name: _____

Address: _____

Phone No.: _____

Signature: _____ Title: _____ Date: _____

Subcontractor Name: _____

Address: _____

Phone No.: _____

Signature: _____ Title: _____ Date: _____

Subcontractor Name: _____

Address: _____

Phone No.: _____

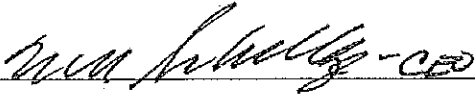
Signature: _____ Title: _____ Date: _____

Certification Pursuant to Section 103-g of the New York State General Municipal Law

Iranian Energy Sector Divestment

- 1 By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- 2 A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph 1 above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph 1 above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
 - 2.1 The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 - 2.2 The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Name: William M. Schultz Title: CEO / President

Signature:  - CEO

Date: 7/20/17 Company Name: W.M. Schultz Construction, Inc.



South Water Street Sewer Separation / City of Newburgh

Attachments to Bid Form Table of Contents

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Licensing

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Authority to Sign

Attachment 7

Apprentices



South Water Street Sewer Separation / City of Newburgh

Attachment 1

Schedule A – Projects in Progress

[illegible][illegible]

Project Name	Project Number	Project Type	Project Status	Project Location	Project Description	Project Manager	Project Sponsor	Project Budget	Project Completion Date
Project A	1001	Construction	Completed	New York	Construction of a new building	John Doe	ABC Corp	\$1,000,000	2023-12-31
Project B	1002	Software Development	In Progress	California	Development of a new software application	Jane Smith	XYZ Inc	\$500,000	2024-06-30
Project C	1003	Marketing Campaign	Planned	Florida	Launch of a new marketing campaign	Mike Johnson	DEF Ltd	\$250,000	2024-09-15
Project D	1004	Research & Development	On Hold	Illinois	Research into a new technology	Sarah Lee	GHI Corp	\$750,000	2025-03-31
Project E	1005	Infrastructure Upgrade	Completed	Texas	Upgrade of existing infrastructure	David Brown	JKL Inc	\$1,200,000	2023-08-31
Project F	1006	Human Resources Project	In Progress	Washington	Implementation of a new HR system	Emily White	MNO Corp	\$300,000	2024-04-30
Project G	1007	Legal & Compliance	Planned	Georgia	Review and update of legal compliance	Robert Green	PQR Ltd	\$150,000	2024-11-30
Project H	1008	IT Security Audit	Completed	Arizona	Conducting a security audit	Lisa Black	RST Inc	\$200,000	2023-10-31
Project I	1009	Customer Support Project	In Progress	Colorado	Improving customer support processes	Kevin Blue	UVW Corp	\$400,000	2024-07-31
Project J	1010	Financial Reporting System	Planned	Idaho	Implementation of a new financial reporting system	Amanda Yellow	XYZ Ltd	\$600,000	2025-01-31

[illegible][illegible][illegible][illegible]



South Water Street Sewer Separation / City of Newburgh

Attachment 2

Schedule B – Projects Completed

[illegible]

[illegible]

5199

[illegible]

2153



Attachment 3

Schedule C – Personnel



Key Personnel

Name	Title	Years Experience	Years With Schultz	Areas of Expertise
William M. Schultz	President / Treasurer	36 Years	36 Years	
Suzanne Schultz	Corp. Secretary	11 Years	11 Years	
Janet Cleary	Controller	34 Years	1 Year	30+ years accounting experience in the construction and manufacturing industries; publicly traded and private help companies, public accounting experience.
Terri Boland	Executive Vice President	28 Years	28 Years	Long term experience in all aspects of contract management, evaluates potential projects, perform risk management and member of corporate safety focus group and process focus group.
Michael Conaway	Director of Estimating & Sales	15 Years	8 Years	Heavy Highway, Site, Underground Utilities, Sewage / Water Treatment Plant, Pump Stations, Structural Concrete, Dam Rehab, Deep Trenching, Special Trench Shoring, Railroad Construction
Gregory Turner	Chief Estimator	23 Years	23 Years	Heavy Highway, Deep Trenching, Underground Utilities, Structural Concrete, Waste Water and Water Treatment Plants and Site Work
Jon Spicher	Business Development Manager	7 Years	6 Years	Construction Management Graduate with a background in marketing & sales, well versed in all areas of heavy civil construction and a member of corporate safety focus group.
David Rakvica	Chief Engineer / Design-Build	29 Years	2 Years	Engineering graduate with over twenty-nine years with large east coast employee owned construction company and also a national publicly traded construction firm. Well versed in all areas of heavy civil construction.
Robert Hinman	Operations Manager	9 Years	9 Years	Heavy Highway, Underground Utilities, Waste Water and Water Treatment Plants, Site Work, Pedestrian Bridges
Tim Boland	Equipment Manager	26 Years	15 Years	Certified Equipment Manager through Association of Equipment Management Professionals. Experience with international construction company fleets.
Scott McCart	Safety Manager	5 Years	1 Year	Fulltime focus on safety with a background of over 20+ years as a New York State Trooper.
Kevin Ture	Project Manager	36 Years	5 Years	Heavy Highway, Site, Underground Utilities, Waste Water and Water Treatment Plants, Deep Trenching, Pump Stations, Special Trench Shoring, Concrete, Dam, Railroad, Airport Construction
Kevin Dufek	Project Manager	28 Years	1 Year	Engineering graduate with experience in Heavy Highway, Underground Utilities, Waste Water and Water Treatment Plants, Site Work, Pedestrian Bridges, Pump Stations, concrete.

Last Updated 06/2017

Michael Garn	Project Manager	9 Years	5 Years	Heavy Highway, Underground Utilities, Site and Excavation Work
Walter Tupper	Project Manager	26 Years	2 Years	Dam, Heavy Highway, Bridge Construction, Bridge Rehab, Sewage/Water Treatment Plants, and Site Work
Timothy Downes	Superintendent	32 Years	7 Years	Heavy Highway, Site, Underground Utilities, Waste Water and Water Treatment Plants, Deep Trenching, Pump Stations, Special Trench Shoring, Concrete, Dam
James Smith	Project Foreman	29 Years	27 Years	Underground Utilities, Pump Stations, Sewage Treatment Plants
Joseph Weber	Superintendent	28 Years	27 Years	Heavy Highway, Underground Utilities, Structural Concrete and Site Work
James Stodgell	Superintendent	29 Years	6 Years	Heavy Highway, Bridge Construction, Bridge Rehab, Site, Underground Utilities, Deep Trenching
James Raiti	Superintendent	21 Years	5 Years	Heavy Highway, Site/Excavation, Underground Utilities, Concrete, Bridge (rehab/new)
Eric Rupp	Superintendent	21 Years	6 Years	Heavy Highway, Site, Underground Utilities, Waste Water and Water Treatment Plants, Carpentry, Pump Stations, Concrete, Bridge Rehab



Attachment 4

Financial Information

TRADE REFERENCES

Vendor	Address	Phone // Fax	Contact
Contractors Sales	PO Box 12010 Albany, NY 12212	Phone: 518 456 1445 Fax: 518 456 8600	Gerard Calamari
AH Harris & Sons, Inc.	17 Commercial Ave. Albany, NY 12205	Phone 518 438 3976 Fax: 518 438 3925	John Mitchell/ Stephanie Goyette
H-D Supply Waterworks	14 Arch Street Watervliet, NY 12189	Phone: 518 273 5800 Fax: 518 273 0238	J. Leary
Troy Sand & Gravel/Bonded Concrete	PO Box 171 Watervliet, NY 12819	Phone: 518 273 5800 Fax: 518 273 6134	Benny Wojciechowsky

BANK REFERENCE

	Address	Phone // Fax	Contact
Key Bank	2031 Doubleday Avenue Ballston Spa, NY 12020	Phone: 518 885 2535 Fax: 518 885 2537	Todd Mesick

BONDING COMPANY / AGENT INFORMATION

BONDING COMPANY			
Ironshore Indemnity Inc.		240 Cedar Knolls Rd, Cedar Knolls, NJ 07927	
AGENT			
Arthur J. Gallagher Risk Management Services	677 Broadway, Suite 401 Albany, NY 12207	Phone:518 463-3181 Fax: 518 463-5825	David Brockmann

Tax ID #: 14-1827521

Request for Audited Balance Sheet for Last 3 Years

Please see attached response for this confidential information



SCHULTZ

July 20, 2017

City of Newburgh
83 Broadway
Newburgh, NY 12550

Re: *South Water Street Sewer Separation Project*
General Construction Bid 12-17

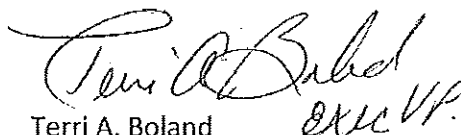
To Whom It May Concern:

Due to the confidential information contained within our financial statement, if apparent low bidder W.M. Schultz Construction's financial statement/information, as requested in the Bidder's Qualifications Statement, will be furnished upon the Owner's request.

For reference, if needed, our corporate accounting firm contact is Michael A. Smith, CPA & Partner at The Bonadio Group, 6 Wembley Court, Albany, NY 12205.

Sincerely,

W.M. SCHULTZ CONSTRUCTION, INC.

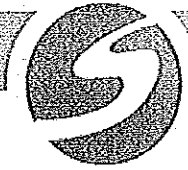

Terri A. Boland *Exec VP.*
Executive Vice President



South Water Street Sewer Separation / City of Newburgh

Attachment 5

Licensing



SCHULTZ

Company Held Licenses, State Approvals and Jurisdictions Where Trade Name is Filed

- CT Legally qualified to do business in the State of CT
Plumbing & Piping Limited Contractor License # PLM .0277710-P7
Major Contractor License #MCO.0903148
CT Department of Administrative Services Approved Contractor for Sewer and Water Lines; Sitework and Treatment Plants
- MA Legally qualified to do business in the State of MA
MA Department of Transportation – Highway Division Approved Contractor
MA Division of Capital Asset Management and Maintenance Approved Contractor
Hoisting Operators License held by various employees
- NC Legally qualified to do business in the State of NC
General Contracting License # 50240
- VT Legally qualified to do business in the state of Vermont
Vermont Agency of Transportation Approved Contractor
- NY Legally qualified to do business in the State of NY
Office of General Services Approved Emergency Contractor
Note: Perform work for various NYS agencies that do not require contractor prequalification
- NH Legally qualified to do business in the State of NH
- PA Legally qualified to do business in the State of PA
- ME Legally qualified to do business in the State of ME



South Water Street Sewer Separation / City of Newburgh

Attachment 6

Authority to sign

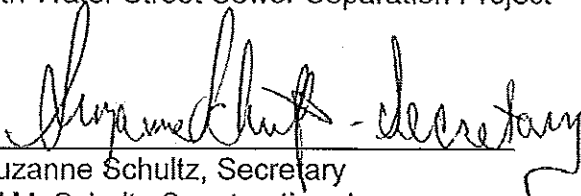


SCHULTZ

July 20, 2017

I, the undersigned Secretary of W. M. SCHULTZ CONSTRUCTION, INC., a Corporation (the "Corporation") of New York;

RESOLVED, that William M. Schultz, President of the Corporation is authorized to execute any and all documents pertaining to Bid Documents on behalf of the Corporation for the construction of the South Water Street Sewer Separation Project located in Newburgh, NY 12550


Suzanne Schultz, Secretary
W.M. Schultz Construction, Inc.
A Corporation Formed Under the Laws of NY

SEAL

Corporate Officers:

William M. Schultz, President & Treasurer
63 Sweet Road, Ballston Lake, NY 12019

Suzanne Schultz, Secretary
63 Sweet Road, Ballston Lake, NY 12019

Corporate Address:

831 Route 67
Curtis Industrial Park
PO Box 2620
Ballston Spa, New York 12020
Phone: 518.885.0060
Fax: 518.885.0744

State of Incorporation:

State of New York

Date of Incorporation:

October 26, 2000

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through July 17, 2017.

Selected Entity Name: W.M. SCHULTZ CONSTRUCTION, INC.

Selected Entity Status Information

Current Entity Name: W.M. SCHULTZ CONSTRUCTION, INC.

DOS ID #: 2567332

Initial DOS Filing Date: OCTOBER 26, 2000

County: SARATOGA

Jurisdiction: NEW YORK

Entity Type: DOMESTIC BUSINESS CORPORATION

Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

NATIONAL CORPORATE RESEARCH, LTD.

10 EAST 40TH STREET

10TH FLOOR

NEW YORK, NEW YORK, 10016

Chief Executive Officer

WILLIAM M SCHULTZ

831 STATE ROUTE 67

BALLSTON SPA, NEW YORK, 12020

Principal Executive Office

W.M. SCHULTZ CONSTRUCTION, INC.

831 STATE ROUTE 67

BALLSTON SPA, NEW YORK, 12020

Registered Agent

NATIONAL CORPORATE RESEARCH, LTD.

10 EAST 40TH STREET

10TH FLOOR

NEW YORK, NEW YORK, 10016

This office does not record information regarding the names and addresses of officers, shareholders or directors of nonprofessional corporations except the chief executive officer, if provided, which would be listed above. Professional corporations must include the name(s) and address(es) of the initial officers, directors, and shareholders in the initial certificate of incorporation, however this information is not recorded and only available by viewing the certificate.

*Stock Information

# of Shares	Type of Stock	\$ Value per Share
200	No Par Value	

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
DEC 29, 2000	Actual	W.M. SCHULTZ CONSTRUCTION, INC.
OCT 26, 2000	Actual	W.M. SCHULTZ CONSTRUCTION CORPORATION

A Fictitious name must be used when the Actual name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

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[Homepage](#) | [Contact Us](#)



Attachment 7

Apprentices



SCHULTZ

July 20, 2017

City of Newburgh
83 Broadway
Newburgh, NY 12550

*Re: South Water Street Sewer Separation Project
Apprenticeship Training Program*

To Whom It may Concern:

W.M. Schultz Construction is familiar with the requirements, and asserts that all subcontractors' performing work under this construction contract will, as applicable, comply and provide apprenticeship training programs suitable for the type and scope of work they will perform.

Sincerely,

W.M. SCHULTZ CONSTRUCTION, INC.

William M. Schultz
CEO/President



Signatory Contractor
WM Schultz Construction
831 State Rt 67
PO Box 2620
Ballston Spa, NY 12020

April 16th, 2014

Re. NYSDOL Apprentice Training Program

Craft Laborer: 18514
Operating Engineer (Heavy Equipment): 18318
Carpenter: 12037

To Whom It May Concern:

Please be advised that the above noted contractor was accepted as a signatory employer to the Empire State Merit Apprenticeship Alliance, Inc. NYS registered Skilled Construction Craft Laborer, Carpenter and Operating Engineer (heavy equipment) apprenticeship program (note ATPs referenced above), effective 4/16/2014.

The Empire State Merit Apprenticeship Alliance, Inc. apprenticeship standards were reviewed, approved and registered in accordance with NYS Labor Law Article 23 and the NYS Department of Labor regulations, effective October 16, 2007 and November 2, 2011 respectively.

The Alliance holds all signatories to the standards of the Program Registration Agreements and requires that each signatory contractor execute a NYSDOL (Form 701) *Ancillary Group Sponsor Agreement*, in full compliance with NYS Labor Law, art. 23, Section 811.1, Part 601.

In order to comply with the requirements set forth by the Board of Trustees, Alliance signatory contractors must also submit a "Statement of Assurances" affirming that the firm will:

- Support the diversified training and work experience as defined in Appendix A, On the Job Training Outline, required of the apprenticeship so as to result in normal advancement of the apprentice.
- Employ craft workers at the trade so as to ensure safe and quality training at all times in full compliance with the apprentice journeymen standard ratios as established by the NYSDOL in 1995.
- Provide competent supervision of worksite training whereas the apprentice(s) will be within "ear shot" and visible to the journey worker(s) at all times.
- Employ the apprentice in a manner that will not conflict with our approved apprenticeship standards.
- Not recruit any apprentice for employment at the journey worker level prior to the apprentice's completion or graduation of the defined apprenticeship program.
- Adopt the Alliance benefits administrator as the sole benefits administrator of apprentice benefits, including but not limited to health, dental, training, holiday, vacation, supplemental unemployment and pension.
- Maintain and document evidence of an effective Safety and Health Program, as required by and in compliance with OSHA.

The Alliance is truly committed to our mission to provide industry leading, registered apprenticeship training programs in full compliance with state and federal regulations. Please direct any inquiries regarding the status of signatory employers to Penelope M. Hazer, President, Empire State Merit Apprenticeship Alliance, Inc. via email to: pmhazer@MeritApprenticeshipAlliance.org.

Authorized by: _____

Penelope M. Hazer, President

PMHazer@MeritApprenticeshipAlliance.org

Phone: 315.440.8989

6369 Collamer Drive, East Syracuse, New York 13057

www.MeritApprenticeshipAlliance.org

SBowman@MeritApprenticeshipAlliance.org

Phone: 315.480.7696



New York State Department of Labor
Andrew M. Cuomo, Governor
Colleen C. Gardner, Commissioner

ORIGINAL

AT SPONSOR NO. 51979

ATP CODE 12-037

November 2, 2011

Ms. Penelope M. Hazer
President
Empire State Merit Apprenticeship Alliance, Inc.
6369 Collamer Drive
East Syracuse, New York 13057

Trade: Carpenter
Approval Effective Date: November 2, 2011

Dear Ms. Hazer:

I am pleased to inform you that the Apprenticeship Training Program application you submitted has been contingently approved with an effective date of November 2, 2011 pending the successful completion of a two year probationary period.

Factors considered for all program types during the probationary period include, but are not limited to:

- The continuous enrollment of apprentice(s);
- Payment of wages as specified in the apprenticeship agreement;
- Satisfactory documentation of task rotation;
- Satisfactory documentation of participation in related instruction;
- Provision of proper supervision at all times;
- Provision of a safe work environment;
- Compliance with the terms and conditions/provisions as indicated on the Apprentice Training Program Registration Agreement (Form AT10);
- Compliance with Articles 8 and 9 of the Labor Law, the Workers' Compensation Law, and any other Federal or State laws governing the terms and conditions of employment; and
- Compliance with the provisions of Article 23 of the Labor Law and 12 NYCRR Parts 600 and 601. Copies of these documents, as well as the recent changes to Part 601 that were adopted on September 29, 2009, are enclosed and also may be found on the Apprenticeship Training website at: <http://www.labor.state.ny.us/apprenticeship/general/lawsandregs.shtml>.

Please be advised that the Regulations provide that all Apprenticeship Training Programs will undergo a recertification process at or about the time that the program completes its first training cycle following program certification and subsequently at least every five years. This will involve a complete review and approval of your program.

Please also note that supervisors, or in the case of Group Joint and Group Non-Joint programs, your signatories' supervisors, must sign off on an apprentice's on-the-job training records that document task rotation and the skills acquired regularly. Paper records, such as "Blue Books", must be signed off by the individual apprentice's supervisor at least weekly; copies of which may be obtained by contacting your Apprenticeship Training Representative. Electronic on-the-job training records may be

Apprenticeship Training - Building 12 - Room 459
W. Averell Harriman State Office Campus, Albany, NY 12240
(518) 457-6820 labor.state.ny.us

acceptable, but must be individually approved by the Department and also must be signed by the apprentice's immediate supervisor at least weekly.

Enclosed is a copy of your Apprentice Training Program Registration Agreement and a Training Outline, which includes Appendix A - the Work Process and Appendix B - the Related Instruction requirements for the program. Please be advised that Apprenticeship Training Program field staff are available to provide you with technical assistance, as well as the regular monitoring of your program.

Related Instruction is an integral part of each apprentice training program. You have the responsibility to ensure that your apprentices regularly attend Related Instruction classes as assigned (Appendix B). This training helps the apprentice to acquire the skills and knowledge necessary to become fully productive and efficient in their trade. Documentation of all Related Instruction classes, including attendance and final marks, must be maintained by the sponsor.

Prevailing wage rates for all workers on public work projects are established by the Department's Bureau of Public Work. The journeyworker wages, apprentice wages, benefits due, and apprentice/journeyworker ratios listed in the Apprentice Training Program Registration Agreement (AT-10) do not supersede the rates for a given trade or occupation as provided for in the appropriate prevailing wage rate schedule. However, at no time can an apprentice be paid less than the wage amount listed on the Apprentice Training Program Registration Agreement (AT-10). Furthermore, the fact that a given type of work is included in the work process for a given apprentice training program does not, *ipso facto*, mean that such work is classified in that trade or occupation for purposes of complying with the state's prevailing wage statute. If a question arises with regard to the applicability of the prevailing rate to any project being worked on by apprentices in your program, or with regard to the appropriate wage/benefit rate for an apprentice on a given job site, please contact the Bureau of Public Work for clarification.

Increasing the number of women and minorities who are awarded apprenticeships is a continuing goal of the Department. Assuring nondiscrimination in the state's apprenticeship programs requires vigilance on the part of all concerned. Your continued interest and support for the Apprenticeship Training Program is appreciated.

Sincerely,



Karen A. Coleman
Acting Deputy Commissioner,
Workforce Development

Enclosures
cc: Nick Hanslowe

ORIGINAL



New York State Department of Labor

Apprentice Training Program Registration Agreement

Revision ☐

(nature of change)

State Use Only
AT sponsor no. 51979
ATP code 12-037
Effective date of AT program 11-2-11

1. Name of sponsor: Empire State Merit Apprenticeship Alliance, Inc.
2. Mailing address: 6369 Collamer Drive, East Syracuse, New York 13057 Onondaga
(number & street) (city) (state) (zip code) (county)
3. Actual address: Same
(number & street) (city) (state) (zip code) (county)
4. Telephone no.: (315) 440-8989 E-mail: pmhazer@meritapprenticeshipalliance.org
(telephone #) (ext. #) (fax #)
5. Trade/Occupation: Carpenter
6. No. employees: 1 No. apprentices: 3 No. journeymen: 104 7. Ratio: 1:1, 1:4
(non-standard) ☐
8. ISC code: 9. DOT code: 860-381.022 10. Length of program: 3 ~~48~~ ¹² months
¹² months
11. Apprentice probationary period: 12 ~~8~~ mos. 12. Work process: Standard ☒ or Revised ☐
13. Minimum journeyworker rate: \$20 per hr. 14. Effective date of wages: 7/15/2010
15. Apprentice wage progression for each period - in months (M) or hours (H)

1	2	3	4	5	6	7	8	9	10
M ☐ H ☒ 2000	M ☐ H ☒ 2000	M ☐ H ☒ 2000	M ☐ H ☒ 2000	M ☐ H ☐	M ☐ H ☐	M ☐ H ☐	M ☐ H ☐	M ☐ H ☐	M ☐ H ☐
50%	60%	70%	80%						

16. The sponsor agrees to comply with the provisions on this side and on the reverse side of this agreement.

17. Penelope M. Hazer 4/15/2011
Signature of official sponsor representative Date
Penelope M. Hazer, President
Print name and title
18. - NA - 1/1
Signature of union representative Date
Print name, title, and union name

19. [Signature]
Signature New York State Department of Labor

RECEIVED

NOV 02 2011
Date

AT 10 (07-10)

Approved Contingent
Upon Passing Probation

AUG 09 2011
APPRENTICE TRAINING
CENTRAL OFFICE



New York State Department of Labor

Apprentice Training Program Registration Agreement

Recertification
Revise AT 8
Revise phone number
Revision ☒ No Fax #, Just E-Mail
(nature of change)

State Use Only
AT sponsor no. 51979
ATP code 18-514
Effective date of AT program

1. Name of sponsor: Empire State Merit Apprentice-ship Alliance
2. Mailing address: 6369 Collamer Drive East Syracuse NY 13057 Onondaga
(number & street) (city) (state) (zip code) (county)
3. Actual address: same
(number & street) (city) (state) (zip code) (county)
4. Telephone no.: 315-440-8989
(telephone #) (ext. #) (fax #) E-mail: PMHazer@meritapprentice-shipalliance.org
5. Trade/Occupation: Skilled Construction Craft Laborer
6. No. employees: No. apprentices: 2 No. journeyworkers: 60 7. Ratio: 1:1, 1:3
(non-standard) ☐
8. ISC code: 9. DOT code: 869-463-580 10. Length of program: 24 months
11. Apprentice probationary period: 6 mos. 12. Work process: Standard ☐ or Revised ☒
13. Minimum journeyworker rate: \$15.00per hour 14. Effective date of wages: 1/15/2007
15. Apprentice wage progression for each period - in months (M) or hours (H)

1	2	3	4	5	6	7	8	9	10
M ☐ H ☒ 1000	M ☐ H ☒ 1000	M ☐ H ☒ 1000	M ☐ H ☒ 1000	M ☐ H ☐	M ☐ H ☐	M ☐ H ☐	M ☐ H ☐	M ☐ H ☐	M ☐ H ☐
60%	70%	80%	90%						

16. The sponsor agrees to comply with the provisions on this side and on the reverse side of this agreement.

17. Penelope M. Hazer 7/26/2011 18. -NA- 1/1
Signature of official sponsor representative Date Signature of union representative Date
Penelope M. Hazer, President
Print name and title Print name, title, and union name

19. [Signature]
Signature New York State Department of Labor

RECEIVED
FEB 09 2012
APPRENTICE TRAINING
CENTRAL OFFICE
3/26/11
Date

ORIGINAL



New York State Department of Labor
Andrew M. Cuomo, Governor
Colleen C. Gardner, Commissioner

November 2, 2011

Ms. Penelope M. Hazer
President
Empire State Merit Apprenticeship Alliance, Inc.
6369 Collamer Drive
East Syracuse, New York 13057

Trade: Operating Engineer (Heavy Equipment)
Approval Effective Date: November 2, 2011

Dear Ms. Hazer:

I am pleased to inform you that the Apprenticeship Training Program application you submitted has been contingently approved with an effective date of November 2, 2011 pending the successful completion of a two year probationary period.

Factors considered for all program types during the probationary period include, but are not limited to:

- The continuous enrollment of apprentice(s);
- Payment of wages as specified in the apprenticeship agreement;
- Satisfactory documentation of task rotation;
- Satisfactory documentation of participation in related instruction;
- Provision of proper supervision at all times;
- Provision of a safe work environment;
- Compliance with the terms and conditions/provisions as indicated on the Apprentice Training Program Registration Agreement (Form AT10);
- Compliance with Articles 8 and 9 of the Labor Law, the Workers' Compensation Law, and any other Federal or State laws governing the terms and conditions of employment; and
- Compliance with the provisions of Article 23 of the Labor Law and 12 NYCRR Parts 600 and 601. Copies of these documents, as well as the recent changes to Part 601 that were adopted on September 29, 2009, are enclosed and also may be found on the Apprenticeship Training website at: <http://www.labor.state.ny.us/apprenticeship/general/lawsandregs.shtml>.

Please be advised that the Regulations provide that all Apprenticeship Training Programs will undergo a recertification process at or about the time that the program completes its first training cycle following program certification and subsequently at least every five years. This will involve a complete review and approval of your program.

Please also note that supervisors, or in the case of Group Joint and Group Non-Joint programs, your signatories' supervisors, must sign off on an apprentice's on-the-job training records that document task rotation and the skills acquired regularly. Paper records, such as "Blue Books", must be signed off by the individual apprentice's supervisor at least weekly; copies of which may be obtained by contacting your Apprenticeship Training Representative. Electronic on-the-job training records may be

Apprenticeship Training – Building 12 – Room 459
W. Averell Harriman State Office Campus, Albany, NY 12240
(518) 457-6820 labor.state.ny.us

acceptable, but must be individually approved by the Department and also must be signed by the apprentice's immediate supervisor at least weekly.

Enclosed is a copy of your Apprentice Training Program Registration Agreement and a Training Outline, which includes Appendix A - the Work Process and Appendix B - the Related Instruction requirements for the program. Please be advised that Apprenticeship Training Program field staff are available to provide you with technical assistance, as well as the regular monitoring of your program.

Related Instruction is an integral part of each apprentice training program. You have the responsibility to ensure that your apprentices regularly attend Related Instruction classes as assigned (Appendix B). This training helps the apprentice to acquire the skills and knowledge necessary to become fully productive and efficient in their trade. Documentation of all Related Instruction classes, including attendance and final marks, must be maintained by the sponsor.

Prevailing wage rates for all workers on public work projects are established by the Department's Bureau of Public Work. The journeyworker wages, apprentice wages, benefits due, and apprentice/journeyworker ratios listed in the Apprentice Training Program Registration Agreement (AT-10) do not supersede the rates for a given trade or occupation as provided for in the appropriate prevailing wage rate schedule. However, at no time can an apprentice be paid less than the wage amount listed on the Apprentice Training Program Registration Agreement (AT-10). Furthermore, the fact that a given type of work is included in the work process for a given apprentice training program does not, *ipso facto*, mean that such work is classified in that trade or occupation for purposes of complying with the state's prevailing wage statute. If a question arises with regard to the applicability of the prevailing rate to any project being worked on by apprentices in your program, or with regard to the appropriate wage/benefit rate for an apprentice on a given job site, please contact the Bureau of Public Work for clarification.

Increasing the number of women and minorities who are awarded apprenticeships is a continuing goal of the Department. Assuring nondiscrimination in the state's apprenticeship programs requires vigilance on the part of all concerned. Your continued interest and support for the Apprenticeship Training Program is appreciated.

Sincerely,



Karen A. Coleman
Acting Deputy Commissioner,
Workforce Development

Enclosures
cc: Nick Hanslowe

ORIGINAL



New York State Department of Labor

Apprentice Training Program Registration Agreement

 Revision ☐
 (nature of change)

State Use Only
AT sponsor no. 51979
ATP code 18-318
Effective date of AT program 11-2-11

- Name of sponsor: Empire State Merit Apprenticeship Alliance, Inc.
- Mailing address: 6369 Collamer Drive East Syracuse NY 13057 Onondaga
(number & street) (city) (state) (zip code) (county)
- Actual address: None
(number & street) (city) (state) (zip code) (county)
- Telephone no.: (315) 440-8989 None - E-mail: pmhazer@meritapprenticeshipalliance.org
(telephone #) (ext. #) (fax #)
- Trade/Occupation: Operating Engineer (Heavy Equipment)
- No. employees: 1 No. apprentices: 4 No. Journeyworkers: 167 7. Ratio: 1:1, 1:5
(non-standard) ☐
- ISC code: 9. DOT code: 859-683.010 10. Length of program: 36 months
- Apprentice probationary period: 9 months 12. Work process: Standard ☒ or Revised ☐
- Minimum journeyworker rate: \$ 20 per hour 14. Effective date of wages: 7/15/2010
- Apprentice wage progression for each period - in months (M) or hours (H)

1	2	3	4	5	6	7	8	9	10
M ☐ H ☒ 2000	M ☐ H ☒ 2000	M ☐ H ☒ 2000	M ☐ H ☐	M ☐ H ☐	M ☐ H ☐	M ☐ H ☐	M ☐ H ☐	M ☐ H ☐	M ☐ H ☐
50% 70%	60% 80%	70% 90%							

- The sponsor agrees to comply with the provisions on this side and on the reverse side of this agreement.

- Signature of official sponsor representative: Penelope M. Hazer Date: 4/15/2011
 Print name and title: Penelope M. Hazer, President
- Signature of union representative: - NA Date: 1/1
 Print name, title, and union name: _____

- Signature New York State Department of Labor

 NOV, 0, 2 2011
 Date

RECEIVED

AUG 09 2011

 Approved Contingent
 Upon Passing Probation
 APPRENTICE TRAINING
 COUNCIL OFFICE

AT 10 (07-10)

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

Arcadis of New York, Inc.
855 Route 146
Suite 210
Clifton Park
New York 12065
Tel 518 250 7300
Fax 518 250 7301
www.arcadis.com

Subject:
South Water Street Sewer Separation Project
Bid Results and Recommendations
Bid No. 12-17 – General Construction

Water

Date:
July 28, 2017

Dear Mr. Morris:

Contact:
Robert Ostapczuk

On July 20, 2017, bids were received and opened for the South Water Street Sewer Separation Project by the City of Newburgh. A total of five bids were received for Bid No. 12-17 – General Construction. The Bid results are summarized on the attached Bid Tabulation.

Phone:
518 250 7300

The apparent low Bidder is W.M. Schultz Construction, Inc. of Ballston Spa, New York with a bid of \$1,654,000, which is in the range of Arcadis's opinion of probable cost. Arcadis anticipated bids to be within the range of \$1,530,000 and \$1,920,000.

Email:
robert.ostapczuk@arcadis.com

We have reviewed the Bids, and have determined the apparent low Bidder to be generally responsive in accordance with the Bid Instructions. Additional forms for NYS EFC funding were required, pursuant to the New York State Revolving Fund MWBE/EEO/DBRA Bid Packet for Construction Contracts as Attachment A to the Supplementary Conditions. These forms included:

Our ref:
04881005.0000

- EEO Statement Policy Certification;
- Certification for Contracts, Grants, Loans, and Cooperative Agreements;
- EPA Form 6100-3, Disadvantaged Business Enterprise Program – Subcontractor Performance Form;
- EPA Form 6100-4, Disadvantaged Business Enterprise Program – Subcontractor Utilization Form; and
- American Iron and Steel Contractor's Certification.

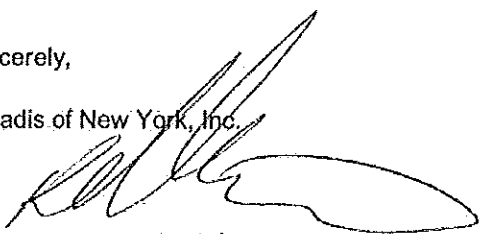
The Bid informalities noted above are not uncommon in municipal bidding, and supplemental information was requested and since has been provided from the apparent low Bidder and reviewed by the City of Newburgh.

Mr. Jason Morris, P.E.
July 28, 2017

In accordance with the Memorandum dated July 27, 2017 from the City of Newburgh's Office of the Corporation Counsel, Arcadis recommends that the City consider awarding Bid No. 12-17 to V.V.M. Schultz Construction, Inc. in the amount of \$1,654,000. If you have any further questions pertaining to this project please call me at your earliest convenience so that we can be of further assistance.

Sincerely,

Arcadis of New York, Inc.



Robert E. Ostapczuk, P.E., BCEE
Associate Vice President

Copies:

M. Kelson, Esq., Newburgh
J. Dechen, P.E., Arcadis

Enclosures:

City of Newburgh Office of the Corporation Counsel Memorandum
Bid Tabulation

The City of Newburgh Office of the Corporation Counsel

City Hall – 83 Broadway
Newburgh, New York 12550

Michelle Kelson
Corporation Counsel

Tel. (845) 569-7335
Fax. (845) 569-7338

Jeremy Kaufman
Assistant Corporation Counsel

MEMORANDUM

TO: Michael G. Ciaravino, City Manager
Kathryn Mack, Comptroller
Jason Morris, City Engineer
Robert E. Ostapczuk, P.E., Arcadis of New York, Inc.

FROM: Michelle Kelson, Corporation Counsel

RE: South Water Street Sewer Separation General Construction Bid No. 12-17
CWSRF Project No. C3-7332-11-00

DATE: July 27, 2017

The City opened the bids for South Water Street Sewer Separation General Construction Contract on Thursday, July 20, 2017. The low bidder is W.M. Schultz Construction, Inc. but the bid submission not include MWBE EEO forms. The next lowest bidder, METRA Industries, included the MWBE EEO forms in its bid submission and sent a letter contesting the validity of the W.M. Schultz bid due to the absence of the MWBE EEO forms. The question is whether the City may accept the W.M. Schultz bid as the low bid after the bid opening if the MWBE EEO forms are submitted after the bid opening.

General Municipal Law § 103 requires the City of Newburgh to award contracts to the lowest responsible bidder. It is settled that the City may waive a technical noncompliance with bid specifications if the defect is a mere irregularity and it is in the best interests of the City to do so. However, the City must reject the bid if the noncompliance is material or substantial. Noncompliance is considered material only when it would impair the interests of the contracting municipality or place some of the bidders at a competitive disadvantage. Varsity Transit, Inc. v. Board of Education of City of New York, 130 AD2d 581, 515 NYS2d 520 (2d Dept. 1987), citing Matter of Cataract Disposal v. Town Bd. of Town of Newfane, 53 NY2d 266, 440 NYS2d 913, 423 NE2d 390; Le Cesse Bros. Contr. v. Town Bd. of Town of Williamson, 62 AD2d 28, 403 NYS2d 950, affd, 46 NY2d 960, 415 NYS2d 413, 388 NE2d 737. It is the City's right to determine whether a variance from bid specifications is material or whether to waive a variance as a mere irregularity and the City's determination must be upheld by the courts if it is supported by

any rational basis. Hungerford & Terry, Inc. v. Suffolk County Water Authority 12 AD3d 675, 785 NYS2d 506 (2d Dept. 2004).

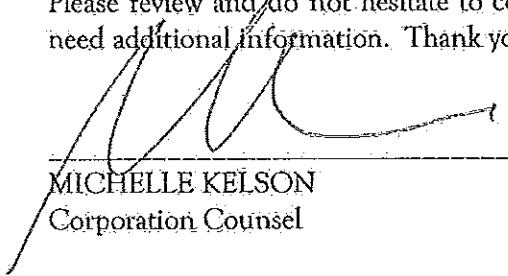
In the South Water Street Sewer Separation Construction Bid, the lowest bidder failed to include with its original bid submission certification forms as required by the New York State Environmental Facilities Corporation and other federal agencies, which agencies are funding all or part of the Project costs. The lowest bidder was contacted after the bid opening and within 4 business days submitted the certification forms to the City. The forms are certifications that the bidder will comply with Federal and New York State requirements as follows:

- American Iron and Steel Certification
- Certification Regarding Lobbying for Contracts, Grants, Loans and Cooperative Agreements
- Equal Employment Opportunity Statement
- Disadvantaged Business Enterprise Program Subcontractor Participation Form

These certification forms are similar in nature to the Non-Collusive Bidding Certification and Iranian Energy Divestment Certification. The failure to submit a properly executed non-collusive bidding certificate is a waivable and non-material defect. See, for example, Bailey v. Colonna, 73 Misc.2d 299, 341 NYS2d 359 (Sup. Ct. 1972); A. J. Beaudette Const. Co. v. City of Syracuse, 62 Misc.2d 564, 309 NYS2d 517 (Sup. Ct. 1970), *affd.* 34 AD2d 734, 313 NYS2d 356 (4th Dept. 1970) (bidder executed noncollusion certificate immediately upon notification of failure to include with its bid); Consolidated Sheet Metal Works, Inc. v. Board of Ed., Enlarged City School Dist., City of Watertown, 62 Misc.2d 445, 308 N.Y.S.2d 773 (Sup. Ct. 1970) (bidder asked to furnish required noncollusion certificate after it submitted its bid but before board considered or acted upon the bids). It does not appear that the failure to submit the certification forms with the bid package would impair the City's contracting authority or place the other bidders at a competitive disadvantage. The City's bid specifications contained the following: OWNER reserves the right to reject any and all Bids, to waive any and all informalities and the right to disregard all non-conforming, non-responsive or Conditional Bids.

Therefore, it is permissible and in the City's best interests to waive the omission of the certifications from the original bid submission as a non-material defect, accept the certifications after bid opening, and award the contract to W.M. Schultz as the lowest bidder, which bid is \$63,520.00 less than the next lowest bidder.

Please review and do not hesitate to contact the Law Department if you have more questions or need additional information. Thank you for your attention to this matter.



MICHELLE KELSON
Corporation Counsel

MK/ar

Unofficial Bid Tabulation

City of Newburgh, NY

Project: So. Water Street Sewer Separation - Bid #12.17

Bid Opening: Thursday, July 20, 2017 at 2:00 p.m. (Local Time)

W.M. Schultz	\$1,654,000.00
Metra Industries	\$1,717,520.00
Montesano Bros.	\$2,110,000.00
Montana Construction	\$2,421,111.00
TAM Enterprises	\$2,543,240.00

The City of Newburgh

Office of the Corporation Counsel

City Hall – 83 Broadway
Newburgh, New York 12550

Michelle Kelson
Corporation Counsel

Tel. (845) 569-7335
Fax. (845) 569-7338

Jeremy Kaufman
Assistant Corporation Counsel

MEMORANDUM

TO: Michael G. Ciaravino, City Manager
Kathryn Mack, Comptroller
Jason Morris, City Engineer
Robert E. Ostapczuk, P.E., Arcadis of New York, Inc.

FROM: Michelle Kelson, Corporation Counsel

RE: South Water Street Sewer Separation General Construction Bid No. 12-17
CWSRF Project No. C3-7332-11-00

DATE: July 27, 2017

The City opened the bids for South Water Street Sewer Separation General Construction Contract on Thursday, July 20, 2017. The low bidder is W.M. Schultz Construction, Inc. but the bid submission not include MWBE EEO forms. The next lowest bidder, METRA Industries, included the MWBE EEO forms in its bid submission and sent a letter contesting the validity of the W.M. Schultz bid due to the absence of the MWBE EEO forms. The question is whether the City may accept the W.M. Schultz bid as the low bid after the bid opening if the MWBE EEO forms are submitted after the bid opening.

General Municipal Law § 103 requires the City of Newburgh to award contracts to the lowest responsible bidder. It is settled that the City may waive a technical noncompliance with bid specifications if the defect is a mere irregularity and it is in the best interests of the City to do so. However, the City must reject the bid if the noncompliance is material or substantial. Noncompliance is considered material only when it would impair the interests of the contracting municipality or place some of the bidders at a competitive disadvantage. Varsity Transit, Inc. v. Board of Education of City of New York, 130 AD2d 581, 515 NYS2d 520 (2d Dept. 1987), citing Matter of Cataract Disposal v. Town Bd. of Town of Newfane, 53 NY2d 266, 440 NYS2d 913, 423 NE2d 390; Le Cesse Bros. Contr. v. Town Bd. of Town of Williamson, 62 AD2d 28, 403 NYS2d 950, affd. 46 NY2d 960, 415 NYS2d 413, 388 NE2d 737. It is the City's right to determine whether a variance from bid specifications is material or whether to waive a variance as a mere irregularity and the City's determination must be upheld by the courts if it is supported by

any rational basis. Hungerford & Terry, Inc. v. Suffolk County Water Authority 12 AD3d 675, 785 NYS2d 506 (2d Dept. 2004).

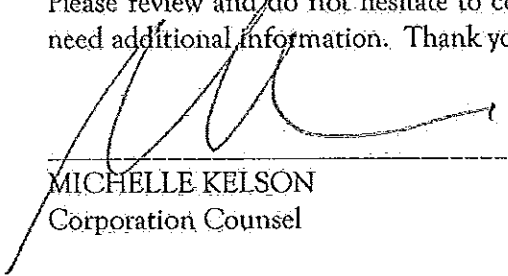
In the South Water Street Sewer Separation Construction Bid, the lowest bidder failed to include with its original bid submission certification forms as required by the New York State Environmental Facilities Corporation and other federal agencies, which agencies are funding all or part of the Project costs. The lowest bidder was contacted after the bid opening and within 4 business days submitted the certification forms to the City. The forms are certifications that the bidder will comply with Federal and New York State requirements as follows:

- American Iron and Steel Certification
- Certification Regarding Lobbying for Contracts, Grants, Loans and Cooperative Agreements
- Equal Employment Opportunity Statement
- Disadvantaged Business Enterprise Program Subcontractor Participation Form

These certification forms are similar in nature to the Non-Collusive Bidding Certification and Iranian Energy Divestment Certification. The failure to submit a properly executed non-collusive bidding certificate is a waivable and non-material defect. See, for example, Bailey v. Colonna, 73 Misc.2d 299, 341 NYS2d 359 (Sup. Ct. 1972); A. J. Beaudette Const. Co. v. City of Syracuse, 62 Misc.2d 564, 309 NYS2d 517 (Sup. Ct. 1970), *affd.* 34 AD2d 734, 313 NYS2d 356 (4th Dept. 1970) (bidder executed noncollusion certificate immediately upon notification of failure to include with its bid); Consolidated Sheet Metal Works, Inc. v. Board of Ed., Enlarged City School Dist., City of Watertown, 62 Misc.2d 445, 308 N.Y.S.2d 773 (Sup. Ct. 1970) (bidder asked to furnish required noncollusion certificate after it submitted its bid but before board considered or acted upon the bids). It does not appear that the failure to submit the certification forms with the bid package would impair the City's contracting authority or place the other bidders at a competitive disadvantage. The City's bid specifications contained the following: OWNER reserves the right to reject any and all Bids, to waive any and all informalities and the right to disregard all non-conforming, non-responsive or Conditional Bids.

Therefore, it is permissible and in the City's best interests to waive the omission of the certifications from the original bid submission as a non-material defect, accept the certifications after bid opening, and award the contract to W.M. Schultz as the lowest bidder, which bid is \$63,520.00 less than the next lowest bidder.

Please review and do not hesitate to contact the Law Department if you have more questions or need additional information. Thank you for your attention to this matter.



MICHELLE KELSON
Corporation Counsel

MK/ar

Attachment 10
New York State Environmental Facilities Corporation
Contractor's American Iron and Steel (AIS) Certifications

To be completed by prime contractors for all construction contracts

AIS CONTRACTOR CERTIFICATION
FOR CONSTRUCTION CONTRACTS PAID FOR WITH FUNDS FROM
THE NYS CLEAN WATER STATE REVOLVING FUND OR
THE NYS DRINKING WATER STATE REVOLVING FUND VIA THE
NYS ENVIRONMENTAL FACILITIES CORPORATION

Project Title: South Water Street Sewer Separation Project

Contractor's Name: W.M. Schultz Construction, Inc.

Contract ID: Bid No. 12.17

SRF Project #: C3-7332-11-00

SRF Recipient Name: City of Newburgh

I certify that the iron and steel products that will be permanently incorporated into the public water system or wastewater treatment works project under this construction contract will have been produced in the United States, in accordance with the requirements of the US Environmental Protection Agency. I will also develop and maintain at the project location the necessary documentation to demonstrate that the iron and steel products incorporated into the project were produced in the United States, and make such documentation available to The NYS Environmental Facilities Corporation or their authorized representatives, upon request.

Signature:

 CEO

Name (print):

William M. Schultz

Title:

CEO / President

Date:

7/20/17

Attachment 9
New York State Environmental Facilities Corporation
CERTIFICATION REGARDING LOBBYING
FOR
CONTRACTS, GRANTS, LOANS, AND
COOPERATIVE AGREEMENTS
40 CFR Part 34
SRF Project No.: C3-7332-11-00

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By: William M. Schultz - CEO
Name: William M. Schultz
Title: CEO / President
Date: 7/20/17
Contract ID: Bid No. 12.17

Attachment 1
New York State Environmental Facilities Corporation
EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT
NEW YORK STATE REVOLVING FUND (SRF)

I, William M. Schultz, am the authorized representative of W.M. Schultz Construction, Inc.
Name of Representative Name of Contractor/Service Provider
I hereby certify that W.M. Schultz Construction, Inc. will abide by the equal employment
Name of Contractor/Service Provider
opportunity (EEO) policy statement provisions outlined below.

- (i) The Contractor will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination and will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on Contracts relating to SRF projects.
- (ii) The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the Contract relating to this SRF project, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (iii) The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status, and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (iv) The Contractor shall comply with the provisions of the Human Rights Law (Article 15 of the Executive Law), including those relating to non-discrimination on the basis of prior criminal conviction and prior arrest, and with all other State and federal statutory and constitutional non-discrimination provisions, including Titles VI and VII of the Civil Rights Act of 1964, 40 CFR Part 7, 41 CFR Part 60-1 Subpart A, and 41 CFR Part 60-4. The Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status.
- (v) The Contractor will include the provisions of subdivisions (i) through (iv) in every Subcontract in such a manner that the requirements of these subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.

X *William Schultz* - CEO

Contractor/representative
William M. Schultz, CEO / President



OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Participation Form**

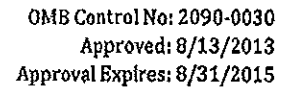
An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE¹ subcontractor² the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name S.Y. Kim Land Surveyor, P.C.		Project Name South Water Street Sewer Separation	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact Kyle Gregoire	
Address 260 Osborne Road / Albany, New York 12211			
Telephone No. 518-785-3969		Email Address kgregoire@sykimls.com	
Prime Contractor Name Schultz Construction		Issuing/Funding Entity:	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Amount Received by Prime Contractor

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



Please use the space below to report any concerns regarding the above EPA-funded project:

[illegible]

Subcontractor Signature	Print Name
	Kyle Gregoire
Title	Date
COO	07/20/17

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Participation Form**

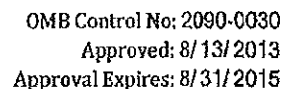
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Subcontractor Name Rommel Fence, LLC		Project Name South Water Street	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact Steve Delmedico	
Address 17 Railroad Street Poland, NY 13431			
Telephone No. 315 826-3758		Email Address solemedico@rommelcompanies.com	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Amount Received by Prime Contractor
	6' chain link fence, gate & bollards	10,900

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² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



Please use the space below to report any concerns regarding the above EPA-funded project:

[illegible]

Subcontractor Signature	Print Name
	Steve Delmedico
Title	Date
Estimator	7.20.17

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Participation Form**

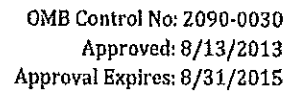
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Subcontractor Name BORE TECH LLC		Project Name SOUTH WATER ST. SEWER	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact KATHY FENORF	
Address 1569 BREEZY HILL ROAD ST. JOHNSBURY, VT 05819			
Telephone No. 802-748-6555		Email Address estimating@boretechllc.com	
Prime Contractor Name SCHULTZ CONSTRUCTION		Issuing/Funding Entity:	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Amount Received by Prime Contractor
	Ramming 130' 24" steel casing under RR MOB.	\$435.00 per LF = 56,550.00 + 6000.00

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² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



Please use the space below to report any concerns regarding the above EPA-funded project:

[illegible]

Subcontractor Signature	Print Name
Kathy M. Fenoff	Kathy M. Fenoff
Title	Date
owner/member	7/20/17

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.



OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

Subcontractor Name S.Y. Kim Land Surveyor, P.C.		Project Name South Water Street Sewer Separation	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact Kyle Gregoire	
Address 260 Osborne Road, Albany, NY 12211			
Telephone No. 518-785-3969		Email Address kgregoire@sykimls.com	
Prime Contractor Name Schultz Construction		Issuing/Funding Entity:	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	Onsite Stakeout & Office/ Modeling Services	
DBE Certified By: ☒ DOT ☐ SBA ☐ Other: <u>MBE</u>		Meets/ exceeds EPA certification standards? ☒ YES ☐ NO ☐ Unknown

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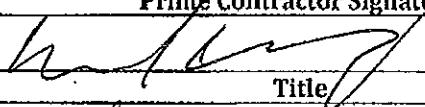
OMB Control No: 2090-0030

Approved: 8/13/2013

Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Michael Conway
Title	Date
Director of Estimating	7/20/17

Subcontractor Signature	Print Name
	Kyle Gregoire
Title	Date
COO	07/20/17

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**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name <u>Rommel Fence LLC</u>		Project Name <u>South Water Street</u>	
Bid/Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact <u>Steve DeMedico</u>	
Address <u>17 Railroad Str. Poland, NY 13431</u>			
Telephone No. <u>315 826-3758</u>		Email Address <u>sdemedico@rommelcompanies.com</u>	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	<u>6' chain link fence, gate + bollards</u>	<u>10,900</u>
DBE Certified By: ☒ DOT ☐ SBA ☐ Other: _____		Meets/ exceeds EPA certification standards? ☒ YES ☐ NO ☐ Unknown

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DBE Subcontractor Performance Form**

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Prime Contractor Signature	Print Name
<i>Michael Conway</i>	Michael Conway
Title	Date
Director of Estimating	7/20/17

Subcontractor Signature	Print Name
<i>Steven Delmedico</i>	Steven Delmedico
Title	Date
Estimator	7-20-17

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**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

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Subcontractor Name BORE TECH LLC		Project Name SOUTH WATER ST. SEWER	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact KATHY FENOFF	
Address 1569 BREEZY HILL RD ST. JOHNSBURY, VT 05819			
Telephone No. 802-748-6555		Email Address estimating@boretechllc.com	
Prime Contractor Name Schultz Construction		Issuing/Funding Entity:	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	Ramming 130' of 24" steel casing under RR. MOB	\$ 435.00 per LF = 56,550 — + 6,000 —
DBE Certified By: ☒ DOT ☐ SBA		Meets/ exceeds EPA certification standards?
☒ Other: _____		☐ YES ☐ NO ☐ Unknown

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**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

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Prime Contractor Signature	Print Name
<i>[Signature]</i>	Michael Conway
Title	Date
Director of Estimating	7/20/17

Subcontractor Signature	Print Name
<i>[Signature]</i>	KATHY M. FENOFF
Title	Date
owner/member	7/20/17

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**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form**

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractors² and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name Wm. Schultz Construction		Project Name South Water Street Sewer Separation	
Bid/ Proposal No. 12-17	Assistance Agreement ID No. (if known)	Point of Contact Greg Turner	
Address 831 State Route 67, Ballston Spa, NY 12020			
Telephone No. 518-885-0060		Email Address gturner@wmschultz.com	
Issuing/Funding Entity:			

I have identified potential DBE certified subcontractors	☒ YES	☐ NO	
If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?
Rommel Fence	17 Railroad Street Poland, NY 13431 315-826-3758 sdelmedico@rommelcompanies.com	\$ 10,900.00	Yes
Boretech LLC	1569 Breezy Hill Road, St. Johnsbury, VT 05819 802-748-6555 estimating@boretechllc.com	\$ 62,550.00	Yes
S.Y. Kim Land Surveyor, P.C.	260 Osborne Rd, Albany, NY 12211 518-785-3969 kgregoire@sykimls.com		Yes

Continue on back if needed

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**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form**

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Prime Contractor Signature	Print Name
	Michael Conaway
Title	Date
Director of Estimating	7/20/17

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RESOLUTION NO.: 214 - 2017

OF

AUGUST 14, 2017

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT A PROPOSAL AND EXECUTE AN AGREEMENT WITH
SMART COVER SYSTEMS FOR WEBSITE DESIGN AND IMPLEMENTATION OF
PUBLIC MONITORING OF CSO ACTIVITY AT A COST OF \$5,200.00

WHEREAS, by Resolution No. 32-2017 of February 13, 2017, the City of Newburgh authorized the City Manager to accept a New York State Department of Environmental Conservation Sewage Pollution Right to Know Program Grant to assist communities with the detection, monitoring and reporting of Combined Sewer Overflows in fulfilling the requirements of the Sewage Pollution Right to Know Law; and

WHEREAS, Smart Cover Systems has provided a proposal to develop and implement a framework within the City's website to provide the public with real-time tracking of combined sewer overflows; and

WHEREAS, the cost of the proposal is \$5,200.00 and such funding will be derived from the NYS DEC Sewage Pollution Right to Know Program Grant with the City's 10% match to be provided by the in-kind services of the City's Engineering and IT Departments; and

WHEREAS, this Council has reviewed the same and has determined that accepting the proposal and entering into an agreement is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized accept the proposal and to execute an agreement with Smart Cover Systems for the development and implementation of a framework within the City's website for public real-time monitoring of combined sewer overflows at a cost of \$5,200.00.

#214-17



Real-Time Public Notification of Outfall Activation for the City of Newburgh, NY

1. Statement of Work

SmartCover Systems (SCS) will provide an iframe to the City of Newburgh (City) to embed in the City website providing real-time public notification of outfall status: Active vs. Inactive.

Tasks

- a. CSO control/diversion structures mapping to outfall pipes has been provided
[NOTE: For Outfall #4, input is CSO#4 PS is not monitored and may require an additional SmartCover unit]
- b. Develop code to translate active times at specific CSO structures to outfall pipes
 - i. Red light icon displayed when outfall is active
 - ii. Green light icon displayed when outfall is inactive
- c. Generate map showing locations of outfalls and activity for display on cityofnewburgh-ny.gov.
- d. Test with City input to verify correct operation
- e. Deliver to City and verify in-situ operation

2. Deliverables

- a. Operational iframe and integration with City website of real-time activation of the City outfalls based on SmartCover real-time data

3. Schedule

30 days after receipt of order

4. Cost

Fixed price, \$5,200.00. Invoiced upon City acceptance. Terms: 30 days.

On-going maintenance will be provided as part of existing SmartCover ASM fees at no additional cost.

RESOLUTION NO.: 215 - 2017

OF

AUGUST 14, 2017

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A
MASTER FEDERAL-AID LOCAL PROJECT AGREEMENT
WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION
TO FUND IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID AND NON-FEDERAL
AID ELIGIBLE COSTS FOR THE DESIGN AND CONSTRUCTION
OF THE LIBERTY STREET STREETScape AND SIDEWALK IMPROVEMENTS

WHEREAS, a Project for the Liberty Street Streetscape and Sidewalk Improvements, City of Newburgh, Orange County, PIN 8761.91 (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 0% federal funds and 100% non-federal funds; and

WHEREAS, the City of Newburgh desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of preliminary engineering;

NOW, THEREFORE, the Newburgh City Council duly convened does hereby

RESOLVE, that the Newburgh City Council hereby approves the above-subject project; and it is hereby further

RESOLVED, that the Newburgh City Council hereby authorizes the City of Newburgh to pay in the first instance 100% of the federal and non-federal share of the cost of preliminary engineering work for the Project or portions thereof; and it is further

RESOLVED, that the not to exceed sum of \$77,750.00 is hereby appropriated from the CDBG program and made available to cover the cost of participation in the above phase of the Project; and it is further

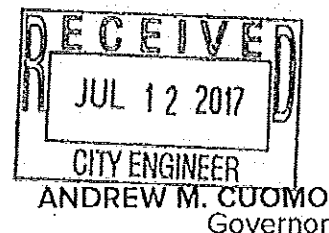
RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the Newburgh City Council shall convene as soon as possible to appropriate said excess amount immediately upon notification by the City Manager thereof, and it is further

RESOLVED, that the Newburgh City Manager be and he is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or applicable Marchiselli Aid on behalf of the City of Newburgh with the New York State Department of

2202



**Department of
Transportation**



MATTHEW J. DRISCOLL
Commissioner

TODD WESTHUIS, P.E.
Regional Director

June 23, 2017

Mr. Jason Morris, City Engineer
City of Newburgh
83 Broadway, Newburgh NY 12550
Goshen NY 10924

**RE: PIN 8761.91 TAP AWARD LIBERTY STREET
STREETSCAPE AND SIDEWALK IMPROVEMENTS
CITY OF NEWBURGH, ORANGE COUNTY
MASTER AGREEMENT- LOCAL**

Dear Mr. Morris:

Enclosed are eight (8) Master Standard Federal Aid Highway and Marchiselli Aid Project Agreements for the recently approved project referenced above. Please return seven (7) copies of the locally executed agreement to this office as soon as possible for execution by New York State. Each of the seven (7) locally executed agreements must contain original signatures, notarizations, and certified seal-stamped resolutions. A sample resolution is attached.

When executing the agreement, please be sure to:

- fill in the Resolution number, date of the meeting at which the resolution was passed, and the title of the person authorized to sign the agreement on behalf of the local agency in eighth paragraph beginning with "Whereas".
- make sure the agreement is signed by the person authorized to sign the agreement on behalf of the local agency, by the agency's legal counsel, and by a notary public.

To expedite State execution of the agreement, the language in the agreement and sample resolution should be used without addition or modification. If any additions or modifications to either the agreement or resolution language are desired, please contact me prior to making any changes to the documents.

Although the funding for the preliminary engineering is locally-funded, we ask that the City to return the agreement in a timely manner in order to maintain the schedule as outlined in the Initial Project Proposal (IPP) and to enable our office to issue the necessary authorizations to proceed.

Enclosed for your records is a copy of the fully-approved Initial Project Proposal.

Mr. Jason Morris
June 23, 2017
Page Two

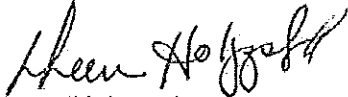
Your assistance in having the resolution passed and the agreement signed is appreciated.

Please note that under the terms of the agreement, the City of Newburgh is responsible for progressing the project in accordance with the manual entitled "Procedures for Locally-Administered Federal Aid Projects", including paying project related expenses first and then applying to the NYSDOT for reimbursement. Reimbursement can be made by the NYSDOT periodically. Reimbursement of the federal share of project costs will be made by the Office of the State Comptroller as reimbursement requests are processed. Reimbursement request forms will be sent to your office when we return a copy of the fully-executed project agreement.

While primary responsibility for progression of this project lies with the City of Newburgh, the Region 8 Local Projects Unit is available to provide guidance as you progress your local project, and will monitor your activities for compliance with federal and state requirements. Questions concerning project development should be directed to the appropriate person in the Local Projects Unit:

Doreen Holsopple	(845) 431-5977	doreen.holsopple@dot.ny.gov funding, agreements, reimbursement requests & consultant procurement
Lance Gorney	(845) 431-5856	lance.gorney@dot.ny.gov preliminary design, detailed design, environmental procedures
Noel Harris	(845) 431-5717	noel.harris@dot.ny.gov bidding and construction / inspection procedures/Civil Rights Compliance
Barbara Knisell	(845) 431-5817	barbara.knisell@dot.ny.gov bidding and award documentation

Sincerely,



Doreen Holsopple
Administrative & Financial Advisor
Local Projects Unit

Enclosures

Federal-Aid Local Project Agreement

COMPTROLLER'S CONTRACT NO. _____

This Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at
50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State");

and,

City of Newburgh (the "Municipality/Sponsor")
acting by and through the **City Manager**
with its office at City Hall, 83 Broadway, Newburgh, Orange County, New York

This Agreement covers eligible costs incurred on or after _____

This Agreement identifies the party responsible for administration, and establishes the method or provision for funding, of applicable phases of a Federal-aid project for the improvement of a street or highway not on the State highway system; as such project and phases are more fully described by Schedule A annexed to this Agreement or one or more Supplemental Schedule(s) A to this Agreement duly executed and approved by the parties hereto. The phases that are potentially the subject of this Agreement, as further enumerated below, are: Preliminary Engineering ("PE") and Right-of-Way Incidental ("ROW Incidentals") work; Right-of-Way Acquisition; Construction; and/or Construction Supervision and Inspection. The Federal-aid project shall be identified for the purposes of this Agreement as **PIN 8761.91 Liberty Street Streetscape and Sidewalk Improvements, City of Newburgh, Orange County** (as more specifically described in such Schedule A, the "Project").

WITNESSETH:

WHEREAS, the United States has provided for the apportionment of Federal-aid funds to the State for the purpose of carrying out Federal-aid highway projects pursuant to the appropriate sections of Title 23 U.S. Code as administered by the Federal Highway Administration ("FHWA"); and

WHEREAS, the New York State Highway Law authorizes the Commissioner of Transportation (hereinafter referred to as "Commissioner") to use Federal aid available under the Federal-aid highway acts and provides for the consent to and approval by the Municipality/Sponsor of any project under the Federal-aid highway program which is not on the State highway system before such Project is commenced; and

WHEREAS, pursuant to Highway Law §10(34-a) and section 15 of Chapter 329 of the Laws of 1991 as amended by section 9 of Chapter 330 of the Laws of 1991, as further amended by Chapter 57 of the Laws of New York of 2014, the State established the "Marchiselli" Program, that provides certain State aid for Federal aid highway projects not on the State highway system; and

WHEREAS, funding of the "State share" of projects under the Marchiselli Program is administered through the New York State Office of the Comptroller ("State Comptroller"); and

WHEREAS, Highway Law §80-b authorizes the funding of eligible costs of Federal aid Municipal/Sponsor streets and highway projects using State-aid and Federal aid; and

WHEREAS, projects eligibility for Marchiselli Program funds is determined by NYSDOT; and

WHEREAS, pursuant to authorizations therefore, NYSDOT and the Municipality/Sponsor are desirous of progressing the Project under the Federal-aid and, if applicable, Marchiselli-aid Programs; and

WHEREAS, the Legislative Body of the Municipality/Sponsor by Resolution No. _____ adopted at meeting held on _____ approved the Project, the Municipality/Sponsor's entry into this Agreement, has appropriated necessary funds in connection with any applicable Municipal/Sponsor Deposit identified in applicable Schedules A and has further authorized the _____ of the Municipality/Sponsor to execute this Agreement and the applicable Schedule A on behalf of the Municipality/Sponsor and a copy of such Resolution is attached to and made a part of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. *Documents Forming this Agreement.* The Agreement consists of the following:

- Agreement Form - this document titled "Federal Aid Local Project Agreement";
- Schedule "A" - Description of Project phase, Funding and Deposit Requirements;
- Schedule "B" - Phases, Subphase/Tasks, and Allocation of Responsibility
- Appendix "A" - Standard Clauses for New York State Contracts
- Appendix "A-1" - Supplemental Title VI Provisions (Civil Rights Act)
- Appendix "B" - U.S. government Required Clauses
- Municipal/Sponsor Resolution(s) - duly adopted Municipal/Sponsor resolution authorizing the appropriate Municipal/Sponsor official to execute this Agreement on behalf of the Municipality/Sponsor and appropriating the funding required therefore.

2. *General Description of Work and Responsibility for Administration and Performance.* Subject to the allocations of responsibility for administration and performance thereof as shown in Schedule B (attached), the work of the Project may consist generally of the categories of work marked and described in Schedule B for the scope and phase in effect according to Schedule A (attached) or one or more Supplemental Schedule(s) A as may hereafter be executed and approved by the parties hereto as required for a State contract, and any additions or deletions made thereto by NYSDOT subsequent to the development of such Schedule(s) A for the purposes of conforming to New York State or to Federal Highway Administration requirements.

The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the Procedures for Locally Administered Federal Aid Projects (PLAFAP) Manual (available through NYSDOT's web site at: <https://www.dot.ny.gov/plafap>, and as such may be amended from time to time.

3. *Municipal/Sponsor Deposit.* Where the work is performed by consultant or construction contract entered by NYSDOT, or by NYSDOT forces, and unless the total non-Federal share of the Project phase is under \$5,000, the Municipality/Sponsor shall deposit with the State Comptroller, prior to the award of NYSDOT's contract or NYSDOT's performance of work by its own forces, the full amount of the non-Federal share of the Project costs due in accordance with Schedule A.

4. *Payment or Reimbursement of Costs.* For work performed by NYSDOT, NYSDOT will directly apply Federal aid and the required Municipal/Sponsor Deposit for the non-Federally aided portion, and, if applicable, shall request State Comptroller funding of Marchiselli aid to the Municipality/Sponsor as described below. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse the Municipality/Sponsor with Federal aid and, if applicable, Marchiselli aid as described below. NYSDOT will make reimbursements periodically upon request and certification by the Sponsor. The frequency of billing must be in conformance with that stipulated in the *NYSDOT Standard Specifications; Construction and Materials (section 109-06, Contract Payments)*. NYSDOT recommends that bills not be submitted more frequently than monthly for a typical project. In all cases, bills must be submitted at least once every six months.

4.1. *Federal Aid.* NYSDOT will administer Federal funds for the benefit of the Municipality /Sponsor for the Federal share and will fund the applicable percentage designated in Schedule A of Federal-aid participating costs incurred in connection with the work covered by this Agreement, subject to the limitations set forth on Schedule A. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse Federal-aid-eligible expenditures in accordance with NYSDOT policy and procedures.

4.1.1 *Participating Items.* NYSDOT shall apply Federal funds only for that work and those items that are eligible for Federal participation under Title 23 of U.S. code, as amended, that requires Federal-aid-eligible projects to be on the Federal Aid Highway System ("FAHS"), except for bridge and safety projects that can be off the FAHS. Included among the Federal participating items are the actual cost of employee personal services, and leave and fringe benefit additives. Other participating costs include materials and supplies, equipment use charges or other Federal Participating costs directly identifiable with the eligible project.

4.2. *Marchiselli Aid (if applicable).* NYSDOT will request State Comptroller reimbursement to the Municipality/Sponsor of the upset amount and designated percentage in Schedule A of the non-overmatched non-Federal share of Federal participating cost, (the "State share"), incurred in connection with the work covered by this Agreement, subject to the limitations set forth in Schedule A. Not all Federal-aid-eligible participating costs are eligible for Marchiselli aid. Only "Eligible Project Costs" (as defined in Marchiselli Program Instructions Issued by NYSDOT) incurred after April 1, 1991 are reimbursable.

4.2.1 *Marchiselli Eligible Project Costs.* To be eligible for Marchiselli Aid Project costs must: (a) be eligible for Federal participation as described under 4.1; (b) be for work which, when completed, has a certifiable service life of at least 10 years; and (c) be for a work type that relates directly and exclusively to a municipally-owned highway, bridge or highway-railroad crossing off the State Highway System.

4.3. In no event shall this Agreement create any obligation to the Municipality/Sponsor for funding or reimbursement of any amount in excess of:

- (a) the amount stated in Schedule A for the Federal Share or;
- (b) the amount stated in Schedule A as the State (Marchiselli) share or the amount stated in the Comprehensive List, whichever is lower.

4.4. All items included by the Municipality/Sponsor in the record of costs shall be in conformity with accounting procedures acceptable to NYSDOT and the FHWA. Such items shall be subject to audit by the State, the federal government or their representatives.

4.5. If Project-related work is performed by NYSDOT, NYSDOT will be paid for the full costs thereof. To effect such payment, the reimbursement to the Municipality/Sponsor provided for in sections 4.1 and 4.2 above may be reduced by NYSDOT by the amounts thereof in excess of the Municipal/Sponsor Deposit available for such payment to NYSDOT.

5. *Supplemental Agreement or Supplemental Schedule A.* Supplemental Agreements or Supplemental Schedule(s) A may be entered into by the parties, and must be executed and approved in the manner required for a State contract. A Supplemental Schedule A is defined as a Supplemental Agreement which revises only the Schedule A of a prior Agreement or Supplemental Agreement. In the event Project cost estimates increase over the amounts provided for in Schedule A, no additional reimbursement shall be due to the Municipality/Sponsor unless the parties enter into a Supplemental Agreement or Supplemental Schedule A for reimbursement of additional Eligible Project Costs.

6. *State Recovery of Ineligible Reimbursements.* NYSDOT shall be entitled to recover from the Municipality/Sponsor any monies paid to the Municipality/Sponsor pursuant to this Agreement which are subsequently determined to be ineligible for Federal Aid or Marchiselli Aid hereunder.

7. *Loss of Federal Participation.* In the event the Municipality/Sponsor withdraws its approval of the project, suspends or delays work on the Project or takes other action that results in the loss of Federal participation for the costs incurred pursuant to this Agreement, the Municipality/Sponsor shall refund to the State all reimbursements received from the State, and shall reimburse the State for 100% of all preliminary engineering and right-of-way incidental costs incurred by NYSDOT. The State may offset any other State or Federal aid due to the Municipality/Sponsor by such amount and apply such offset to satisfy such refund.

8. *Municipal/Sponsor Liability.*

8.1 If the Municipality/Sponsor performs work under this Agreement with its own forces, it shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Municipality/Sponsor, its officers, agents, servants or employees, contractors, subcontractors or others in connection therewith. The Municipality/Sponsor specifically agrees that its agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

8.2 The Municipality/Sponsor shall indemnify and save harmless the State for all damages and costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor its officers, agents, servants, employees, contractors, subcontractors or others under this Agreement. Negligent performance of service, within the meaning of this section, shall include, in addition to negligence founded upon tort, negligence based upon the Municipality/Sponsor's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work.

8.3 The Municipality/Sponsor shall at all times during the Contract term remain responsible. The Municipality/Sponsor agrees, if requested by the Commissioner of Transportation or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organization and financial capacity.

8.4 The Commissioner of Transportation or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this contract, at any time, when he or she discovers information that calls into question the responsibility of the Municipality/Sponsor. In the event of such suspension, the Municipality/Sponsor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Municipality/Sponsor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Transportation or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

8.5 Upon written notice to the Municipality/Sponsor, and a reasonable opportunity to be heard with appropriate Department of Transportation officials or staff, the Contract may be terminated by the Commissioner of Transportation or his or her designee at the Municipality's/Sponsor's expense where the Municipality/Sponsor is determined by the Commissioner of Transportation or his or her designee to be non-responsible. In such event, the Commissioner of Transportation or his or her designee may

complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

9. *Maintenance.* The Municipality/Sponsor shall be responsible for the maintenance of the project at the sole cost and expense of the Municipality/Sponsor. If the Municipality/Sponsor intends to have the project maintained by another, any necessary maintenance Agreement will be executed and submitted to NYSDOT before construction of the Project is begun. Upon its completion, the Municipality/Sponsor will operate and maintain the Project at no expense to NYSDOT; and during the useful life of the Project the Municipality/Sponsor shall not discontinue operation and maintenance of the Project, nor dispose of the Project, unless it receives prior written approval to do so from NYSDOT.

9.1 The Municipality/Sponsor may request such approved disposition from NYSDOT where the Municipality/Sponsor either causes the purchaser or transferee to assume the Municipality/Sponsor's continuing obligations under this Agreement, or agrees immediately to reimburse NYSDOT for the pro-rata share of the funds received for the project, plus any direct costs incurred by NYSDOT, over the remaining useful life of the Project.

9.2 If a Municipality/Sponsor fails to obtain prior written approval from NYSDOT before discontinuing operation and maintenance of the Project or before disposing of the project, in addition to the costs provided, above in 9.1, Municipality/Sponsor shall be liable for liquidated damages for indirect costs incurred by NYSDOT in the amount of 5% of the total Federal and non-Federal funding provided through NYSDOT.

9.3 For NYSDOT-administered projects, NYSDOT is responsible for maintenance only during the NYS administered construction phase. Upon completion of the construction phase, the Municipality/Sponsor's maintenance obligations start or resume.

10. *Independent Contractor.* The officers and employees of the Municipality/Sponsor, in accordance with the status of the Municipality/Sponsor as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workers Compensation coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit.

11. *Contract Executory; Required Federal Authorization.* It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies available to the State and no liability on account thereof shall be incurred by the State beyond monies available for the purposes hereof. No phase of work for the project shall be commenced unless and until NYSDOT receives authorization from the Federal government.

12. *Assignment or Other Disposition of Agreement.* The Municipality/Sponsor agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest therein, or its power to execute such Agreement to any person, company or corporation without previous consent in writing of the Commissioner.

13. *Term of Agreement.* As to the Project and phase(s) described in Schedule A executed herewith, the term of this Agreement shall begin on the date of this Agreement as first above written. This Agreement shall remain in effect so long as Federal aid and Marchiselli aid funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this Agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a Federal or State budgetary hiatus will not by itself be construed to cause a lapse in this Agreement, provided any necessary Federal or State appropriations or other funding authorizations therefore, are eventually enacted.

14. *NYSDOT Obligations.* NYSDOT's responsibilities and obligations are as specifically set forth in this contract, and neither NYSDOT nor any of its officers or employees shall be responsible or liable, nor shall the Municipality/Sponsor assert, make, or join in any claim or demand against NYSDOT, its officers or employees, for any damages or other relief based on any alleged failure of NYSDOT, its officers or employees, to undertake or perform any act, or for undertaking or performing any act, which is not specifically required or prohibited by this Agreement.

15. *Offset Rights.* In addition to any and all set-off rights provided to the State in the attached and incorporated Appendix A, Standard Clauses for New York Contracts, NYSDOT shall be entitled to recover and offset from the Municipality/Sponsor any ineligible reimbursements and any direct or indirect costs to the State as to paragraph 6 above, as well as any direct or indirect costs incurred by the State for any breach of the term of this agreement, including, but not limited to, the useful life requirements in paragraph 9 above. At its sole discretion NYSDOT shall have the option to permanently withhold and offset such direct and indirect cost against any monies due to the Municipality/Sponsor from the State of New York for any other reason, from any other source, including but not limited to; any other Federal or State Local Project Funding, and/or any Consolidated Highway and Local Street Improvement Program (CHIPS) funds.

16. *Reporting Requirements.* The Municipality/Sponsor agrees to comply with and submit to NYSDOT in a timely manner all applicable reports required under the provisions of this Agreement, the "Procedures for Locally Administered Federal Aid Projects" manual and in accordance with current Federal and State laws, rules, and regulations.

17. *Notice Requirements.*

17.1. All notices permitted or required hereunder shall be in writing and shall be transmitted either:

- (a) Via certified or registered United States mail, return receipt requested;
- (b) By facsimile transmission;
- (c) By personal delivery;
- (d) By expedited delivery service; or
- (e) By e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

New York State Department of Transportation (NYSDOT)

Name: Doreen Holsopple
Title: Acting Projects Manager
Address: Eleanor Roosevelt State Building
4 Burnett Boulevard, Poughkeepsie, NY 12603
Telephone Number: 845-431-5788
Facsimile Number: 845-431-5988
E-Mail Address: doreen.holsopple@dot.ny.gov

(Municipality/Sponsor): City of Newburgh
Name: Michael Claravino
Title: City Manager
Address: 83 Broadway, Newburgh NY 12550
Telephone Number: (845) 569- 7301
Facsimile Number: (845) 569- 7370
E-Mail Address: Mclaravino@cityofnewburgh-ny.gov

17.2. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States Mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice

under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

18. *Electronic Contract Payments.* Municipality/Sponsor shall provide complete and accurate supporting documentation of eligible local expenditures as required by this agreement, NYSDOT and the State Comptroller. Following NYSDOT approval of such supporting documentation, payment for invoices submitted by the Municipality/Sponsor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The contracting local Municipality/Sponsor shall comply with the State Comptroller's procedures for all Federal and applicable State Aid to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, or by email at epunit@osc.state.ny.us. When applicable to State Marchiselli and other State reimbursement by the State Comptroller, registration forms and instructions can be found at the NYSDOT Electronic Payment Guidelines website. The Municipality/Sponsor herein acknowledges that it will not receive payment on any invoices submitted under this agreement if it does not comply with the applicable State Comptroller and/or NYS State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

19. *Compliance with Legal Requirements.* Municipality/Sponsor must comply with all applicable federal, State and local laws, rules and regulations, including but not limited to the following:

19.1 Title 49 of the Code of Federal Regulations Part 26 (49 CFR 26), *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*; Title 23 Code of Federal Regulations Part 230 (23 CFR 230), *External Programs*; and, Title 41 of the Code of Federal Regulations Part 60 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, including the requirements there under related to utilization goals for contracting opportunities for disadvantaged business enterprises (DBEs) and equal employment opportunity.

19.1.1 If the Municipality/Sponsor fails to monitor and administer contracts funded in whole or in part in accordance with Federal requirements, the Municipality/Sponsor will not be reimbursed for ineligible activities within the affected contracts. The Municipality/Sponsor must ensure that the prime contractor has a Disadvantaged Business Enterprise (DBE) Utilization Plan and complies with such plan. If, without prior written approval by NYSDOT, the Municipality/Sponsor's contractors and subcontractors fail to complete work for the project as proposed in the DBE Schedule of Utilization, NYSDOT at its discretion may (1) cancel, terminate or suspend this agreement or such portion of this agreement or (2) assess liquidated damages in an amount of up to 20% of the pro rata share of the Municipality/Sponsor's contracts and subcontracts funded in whole or in part by this agreement for which contract goals have been established.

19.2 New York State Environmental Law, Article 6, the *State Smart Growth Public Infrastructure Policy Act*, including providing true, timely and accurate information relating to the project to ensure compliance with the Act.

20. *Compliance with Procedural Requirements* The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the Procedures for Locally Administered Federal Aid Projects (PLAFAP) Manual, which, as such, may be amended from time to time. Locally administered Federal-aid transportation projects must be constructed in accordance with the current version of *NYSDOT Standard Specifications; Construction and Materials*, including any and all modifications to the Standard Specifications issued by the Engineering Information Issuance System, and NYSDOT-approved Special Specifications for general use. (Cities with a population of 3 million or more may pursue approval of their own construction specifications and procedures on a project by project basis.)

NYSDOT # _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

Municipality/Sponsor

By: _____

Print Name: _____

Title: _____

Municipality/Sponsor Attorney

By: _____

Print Name: _____

STATE OF NEW YORK)
)ss.:
COUNTY OF ORANGE)

On this _____ day of _____, 2017 before me personally came _____ to me known, who, being by me duly sworn did depose and say that s/he resides at _____; that s/he is the _____ of the Municipal/Sponsor Corporation described in and which executed the above instrument; that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that s/he signed his/her name thereto by like order.

Notary Public

Approved for NYSDOT:

By: _____
For Commissioner of Transportation

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

DATE: _____

Approved as to Form:

STATE OF NEW YORK ATTORNEY GENERAL

By: _____
Assistant Attorney General

COMPTROLLER'S APPROVAL:

By: _____
For the New York State Comptroller
Pursuant to State Finance Law §112.

06/23/2017 da

SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
NYSDOT/ State-Local Agreement - Schedule A for PIN 8761.91

OSC Municipal Contract #: _____		Contract Start Date: ____/____/____ (mm/dd/yyyy)		Contract End Date: <u>12/30/2021</u> (mm/dd/yyyy)	
		☐ Check, if date changed from the last Schedule A			
Purpose:		☒ Original Standard Agreement		☐ Supplemental Schedule A No. _____	
Agreement Type:		☒ Locally Administered Municipality/Sponsor (Contract Payee): City of Newburgh ☐ State Administered Other Municipality/Sponsor (If applicable): _____			
		☐ State Administered List participating Municipality(ies), and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies. ☐ Municipality: _____ % of Cost share ☐ Municipality: _____ % of Cost share ☐ Municipality: _____ % of Cost share			
Authorized Project Phase(s) to which this Schedule applies: ☒ PE/Design ☐ ROW Incidentals ☐ ROW Acquisition ☐ Construction/CI/CS					
Work Type: BIKE/PED./FACILITIES		County (If different from Municipality): Orange			
Marchiselli Eligible: ☐ Yes ☒ No (Check, if Project Description has changed from last Schedule A): ☐					
Project Description: PIN 8761.91 Liberty Street Streetscape and Sidewalk Improvements, City of Newburgh, Orange County					
Marchiselli Allocations Approved FOR ALL PHASES All totals will calculate automatically.					
Check box to indicate change from last Schedule A	State Fiscal Year(s)	Project Phase			TOTAL
		PE/Design	ROW (RI & RA)	Construction/CI/CS	
☐	Cumulative total for all prior SFYs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
☐	Current SFY	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Authorized Allocations to Date		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

A. Summary of allocated MARCHISELLI Program Costs FOR ALL PHASES For each PIN Fiscal Share below, show current costs on the rows indicated as "Current." Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.							
PIN Fiscal Share	"Current" or "Old" entry indicator	Federal Funding	Total Costs	FEDERAL Participating Share	STATE MARCHISELLI Match	LOCAL Matching Share	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL CURRENT COSTS:			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

NYSDOT/State-Local Agreement -- Schedule A

B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES For each PIN Fiscal Share, show current costs on the rows indicated as "Current." Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
8761.91.NPS PE.	Current	100% Local	\$77,750.00	\$0.00	\$0.00	\$77,750.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$77,750.00	\$ 0.00	\$ 0.00	\$77,750.00

C. Local Deposit(s) from Section A:	\$ 0.00
Additional Local Deposit(s)	\$
Total Local Deposit(s)	\$ 0.00

D. Total Project Costs All totals will calculate automatically.				
Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total OTHER STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$ 0.00	\$ 0.00	\$ 0.00	\$77,750.00	\$77,750.00

E. Point of Contact for Questions Regarding this Schedule A (Must be completed)	Name: <u>Doreen Holsopple</u> Phone No: <u>845-431-5977</u>
---	--

See Agreement (or Supplemental Agreement Cover) for required contract signatures.

- Project Description Cont'd:The scope of work includes replacement of sidewalks, planting strip, tree planting pits and curbs on both sides of Liberty Street between Broadway and Ann Street. Curbs will be extended to the immediately adjacent portion of sidewalks on Ann Street and Broadway.
- PIN 8761.91.NPS.PE. This Schedule A includes the 100% locally funded preliminary engineering phase.
-
-
-
-
-
-
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-
-

SCHEDULE B: Phases, Sub-phases/Tasks, and Allocation of Responsibility

Page 1 of 5 PIN 8761.91

Instructions: Identify the responsibility for each applicable Sub-phase task by entering an "X" in either the NYSDOT column to allocate the task to State labor forces or a State Contract, or enter an "X" in the Sponsor column indicating non-State labor forces or a locally administered contract.

PHASE/SUB-PHASE/TASK	Responsibility	
	NYSDOT	Sponsor
XX A1. Preliminary Engineering ("PE") Phase		
1. <u>Scoping</u> : Prepare & distribute all required project reports, including an Expanded Project Proposal (EPP) or Scoping Summary Memorandum (SSM), as appropriate.		X
2. Perform data collection and analysis for design, including traffic counts and forecasts, accident data, Smart Growth checklist, land use and development analysis and forecasts.		X
3. Smart Growth Attestation (NYSDOT ONLY).		
4. <u>Preliminary Design</u> : Prepare & distribute Design Report/Design Approval Document (DAD), including environmental analysis/assessments, and other reports required to demonstrate the completion of specific design sub-phases or tasks and/or to secure the approval/authorization to proceed.		X
5. <u>Review & Circulate</u> all project reports, plans, and other project data to obtain the necessary review, approval, and/or other input and actions required of other NYSDOT units and external agencies.	X	XX
6. Obtain aerial photography and photogrammetric mapping.		X
7. Perform all surveys for mapping and design.		X
8. <u>Detailed Design</u> : Perform all project design, including preparation of plan sheets, cross-sections, profiles, detail sheets, specialty items, shop drawings, and other items required in accordance with the <i>Highway Design Manual</i> , including all Highway Design, including pavement evaluations, taking and analyzing cores; design of pavement mixes and applications procedures; preparation of bridge site data package, if necessary, and all Structural Design, including hydraulic analyses, if necessary, foundation design, and all design of highway appurtenances and systems [e.g., Signals, Intelligent Transportation System (ITS) facilities], and maintenance protection of traffic plans. Federal Railroad Administration (FRA) criteria will apply to rail work.		X
9. Perform landscape design (including erosion control).		X
10. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos; determination of need for cultural resources survey.		X
11. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance separate, any portions of the project which may be more appropriately progressed separately and independently.		X
12. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction.		X

PHASE/SUB-PHASE/TASK	Responsibility	
	NYS DOT	Sponsor
13. Conduct any required soils and other geological investigations.		X
14. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocation plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement.		X
15. Determine the need and apply for any required permits, including U. S. Coast Guard, U. S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts.		X
16. Prepare and execute any required agreements, including: - Railroad force account - Maintenance agreements for sidewalks, lighting, signals, betterments. - Betterment Agreements B Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities.		X
17. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E (Contract Bid Documents) by NYSDOT	X	XX
18. The American recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/ Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA).		N/A
19. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions.		N/A
A2. Right-of-Way (ROW) Incidentals		
1. Prepare ARM or other mapping, showing preliminary taking lines.		
2. Right-of-Way (ROW) mapping and any necessary right-of-way relocation plans.		
3. Obtain abstracts of title and certify those having an interest in right-of-way to be acquired.		
4. Secure Appraisals.		
5. Perform Appraisal Review and establish an amount representing just compensation.		
6. Determination of exemption from public hearing that is otherwise required by the Eminent Domain Procedure Law, including Ade minus determination, as may be applicable. If NYSDOT is responsible for acquiring the right-of-way, this determination may be performed by NYSDOT only if NYSDOT is responsible for the Preliminary Engineering Phase under Phase A1 of this Schedule B.		

PHASE/SUB-PHASE/TASK	Responsibility	
	NYS DOT	Sponsor
7. Conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedures Law, including the provision of stenographic services, preparation and distribution of transcripts, and response to issues raised at such meetings.		
8. The American recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA).		N/A
9. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions.		
B. Right of Way (ROW) Acquisition		
1. Perform all Right-of-Way (ROW) Acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work, payments to and/or deposits on behalf of property owners; Prepare, publish, and pay for any required legal notices; and all other actions necessary to secure title to, possession of, and entry to required properties. If NYS DOT is to acquire property, including property described as an uneconomic remainder, on behalf of the Municipality/Sponsor, the Municipality/Sponsor agrees to accept and take title to any and all permanent property rights so acquired which form a part of the completed Project.		
2. Provide required relocation assistance, including payment of moving expenses, replacement supplements, mortgage interest differentials, closing costs, mortgage prepayment fees.		
3. Conduct eminent domain proceedings, court, and any other legal actions required to acquire properties.		
4. Monitor all ROW Acquisition work and activities, including review and processing of payments to property owners.		
5. Provide official certification that all right-of-way required for the construction has been acquired in compliance with applicable Federal, State or local requirements and is available for use and/or making projections of when such property(ies) will be available if such properties are not in hand at the time of contract award.		
6. Conduct any property management activities, including establishment and collecting rents, building maintenance and repairs, and any other activities necessary to sustain properties and/or tenants until the sites are vacated, demolished, or otherwise used for the construction project.		
7. Subsequent to completion of the Project, conduct ongoing property management activities in a manner consistent with applicable Federal, State and local requirements including, as applicable, the development of any ancillary uses, establishment and collection of rent, property maintenance and any other related activities.		
8. The American Recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA).		N/A
9. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors		

PHASE/SUB-PHASE/TASK	Responsibility	
	NYSDOT	Sponsor
regarding such transactions.		
XX__ C. Construction (C), Construction Support (C/S) and Construction Inspection (C/I) Phase		
1. Advertise contract lettings and distribute contract documents to prospective bidders.		X
2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s).		XX
3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required.		X
4. Compile and submit Contract Award Documentation Package.		X
5. Review/approve any proposed subcontractors, vendors, or suppliers.		X
6. Conduct & control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records & files, including all diaries & logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies & labor for the performance of the work on the project, & insure that the proper materials, equipment, human resources, methods and procedures are used.		X
7(a). For non-NHS or State Highway System Projects: Test and accept materials, including review and approval for any requests for substitutions.	Inspection by NYSDOT	X
7(b) For NHS or State highway System Projects: Inspection and approval of materials such as bituminous concrete, Portland cement concrete, structural steel, concrete structural elements and/or their components to be used in a federal aid project will be performed by, and according to the requirements of NYSDOT. The Municipality/Sponsor shall make or require provision for such materials inspection in any contract or subcontract that includes materials that are subject to inspection and approval in accordance with the applicable NYSDOT design and construction standards associated with the federal aid project.	Contractual reqs. of contractor and subs.	
7(c) For projects that fall under both 7a and 7b above, check boxes for each.		
8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction.		X
9. Administer construction contract, including the review and approval of all contractor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications.		X
10. The American Recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly		X

PHASE/SUB-PHASE/TASK		Responsibility	
		NYSDOT	Sponsor
employment during Construction or as modified by the Federal Highway Administration (FHWA).			
11. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions.			X
12. Review and approve all shop drawings, fabrications details, and other details of structural work.			X
13. Administer all construction contract claims, disputes or litigation.			X
14. Perform final inspection of the completed work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT.		X	XX
15. Pursuant to Federal Regulation 49 CFR 18.42(e)(1) The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.		X	X

xx= Lead in task.
Schedule B Dec2011

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

January 2014

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor

understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years

thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section

312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract;

or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this

law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health,

and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:
<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person

fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

APPENDIX A-1: SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

To be included in all contracts

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b.) cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B
REQUIREMENTS FOR FEDERALLY-AIDED TRANSPORTATION PROJECTS
(June 2016)

There is a substantial body of requirements attached to the use of Federal highway or transportation aid. These requirements create or overlay processes, procedures, documentation requirements, authorizations, approvals and certifications that may be substantially greater or different from those that are not funded with Federal-aid and proceed under applicable State and local laws, customs and practices. Under Title 23 of the United States Code, the New York State Department of Transportation (NYSDOT) is responsible for the administration of transportation projects in New York State to which NYSDOT provides Federal highway or transportation-related aid. Through this Agreement, which provides or is associated with such funding, NYSDOT delegates various elements of project and funding administration as described elsewhere in this Agreement. In undertaking a Federally aided project, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement with Federal-aid funding or project administration agrees to proceed in compliance with all the applicable Federal-aid requirements.

NYSDOT, in cooperation with FHWA, has assembled the body of Federal-aid requirements, procedures and practices in its Procedures for Locally Administered Federal-Aid Projects Manual (available through NYSDOT's web site at: <http://www.dot.ny.gov/plafap>). In addition, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement for Federal-aid funding or project administration that enters into Federally aided project construction contracts is required to physically incorporate into all its Federally aided construction contracts and subcontracts there under the provisions that are contained in Form FHWA-1273 (available from NYSDOT or electronically at: <http://www.fhwa.dot.gov/programadmin/contracts/1273.htm>).

In addition to the referenced requirements, the attention of Municipality/Sponsor hereunder is directed to the following requirements and information:

NON DISCRIMINATION/EEO/DBE REQUIREMENTS

The Municipality/Sponsor and its contractors agree to comply with Executive Order 11246, entitled "Equal Employment Opportunity" and United States Department of Transportation (USDOT) regulations (49 CFR Parts 21, 23, 25, 26 and 27) and the following:

1. **NON DISCRIMINATION.** No person shall, on the ground of race, color, creed, national origin, sex, age or handicap, be excluded from participation in, or denied the benefits of, or be subject to, discrimination under the Project funded through this Agreement.
2. **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with the execution of this Agreement, the Municipality/Sponsors contractors or subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin. Such contractors shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin or age. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3. **DISADVANTAGED BUSINESS ENTERPRISES.** In connection with the performance of this Agreement, the Municipality/Sponsor shall cause its contractors to cooperate with the State in meeting its commitments and goals with regard to the utilization of Disadvantaged Business Enterprises (DBEs) and will use its best efforts to ensure that DBEs will have opportunity to compete for subcontract work under this Agreement. Also, in this connection the Municipality or Municipality/Sponsor shall cause its contractors to undertake such actions as may be necessary to comply with 49 CFR Part 26.

As a sub-recipient under 49 CFR Part 26.13, the Municipality/Sponsor hereby makes the following assurance.

The Municipality/Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation (USDOT)-assisted contract or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26. The Municipality/Sponsor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of the United States Department of Transportation-assisted contracts. The New York State Department of Transportation's DBE program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

FEDERAL SINGLE AUDIT REQUIREMENTS

Non-Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations. Non-Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non-Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency¹ the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO).

Non-Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

¹ The designated cognizant agency for audit shall be the federal awarding agency that provides the predominant amount of direct funding to a recipient unless OMB changes it.

THE CATALOG OF FEDERAL DOMESTIC ASSISTANCE

The Catalog of Federal Domestic Assistance (CFDA²), is an on-line database of all Federally-aided programs available to State and local governments (including the District of Columbia); Federally recognized Indian tribal governments; Territories (and possessions) of the United States; domestic public, quasi-public, and private profit and nonprofit organizations and institutions; specialized groups; and individuals.

THE CFDA IDENTIFICATION NUMBER

OMB Circular A-133 requires all Federal-aid recipients to identify and account for awards and expenditures by CFDA Number. The Municipality/Sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

The most commonly used CFDA number for the Federal Aid Highway Planning and Construction program is 20.205.

Additional CFDA numbers for other transportation and non-transportation related programs are:

20.215	Highway Training and Education
20.219	Recreational Trails Program
20.XXX	Highway Planning and Construction - Highways for LIFE;
20.XXX	Surface Transportation Research and Development;
20.500	Federal Transit-Capital Investment Grants
20.505	Federal Transit-Metropolitan Planning Grants
20.507	Federal Transit-Formula Grants
20.509	Formula Grants for Other Than Urbanized Areas
20.600	State and Community Highway Safety
23.003	Appalachian Development Highway System
23.008	Appalachian Local Access Roads

PROMPT PAYMENT MECHANISMS

In accordance with 49 CFR 26.29, and NY State Finance Law 139-f or NY General Municipal Law 106-b(2) as applicable:

(a) You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 7 calendar days from receipt of each payment you make to the prime contractor.

(b) You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:

(1) You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.

(2) You may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by

² <http://www.cfda.gov/>

prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed.

(3) You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 7 calendar days after your payment to the prime contractor.

(c) For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

(d) Your DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which you set. Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.

(e) You may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:

(1) A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.

(2) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

(3) Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.

CARGO PREFERENCE ACT REQUIREMENTS – U.S. FLAG VESSELS

In accordance with 46 CFR 381, the contractor agrees:

- (a) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- (b) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- (c) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

SAMPLE RESOLUTION BY MUNICIPALITY
(Locally Administered Project)
RESOLUTION NUMBER: _____

Authorizing the implementation, and funding in the first instance 100% of the federal-aid [[[and State "Marchiselli" Program-aid]]] eligible costs, of a transportation federal-aid project, and appropriating funds therefore.

WHEREAS, a Project for the Liberty Street Streetscape and Sidewalk Improvements, City of Newburgh, Orange County, PIN 8761.91 (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 0% Federal funds and 100% non-federal funds; and

WHEREAS, the City of Newburgh desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of Preliminary Engineering.

NOW, THEREFORE, the Newburgh City Council, duly convened does hereby

RESOLVE, that the Newburgh City Council hereby approves the above-subject project; and it is hereby further

RESOLVED, that the Newburgh City Council hereby authorizes the City of Newburgh to pay in the first instance 100% of the federal and non-federal share of the cost of Preliminary Engineering work for the Project or portions thereof; and it is further

RESOLVED, that the sum of \$77,750 is hereby appropriated from _____ [or, appropriated pursuant to _____] and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the Newburgh City Council shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the Newburgh City Manager thereof, and it is further

RESOLVED, that the Manager of the City of Newburgh be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or applicable Marchiselli Aid on behalf of the City of Newburgh with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLUTION NO.: 216 - 2017

OF

AUGUST 14, 2017

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL
AND EXECUTE A CONTRACT WITH GREENMAN-PEDERSEN, INC.
IN THE AMOUNT OF \$22,500.00 FOR ADDITIONAL PROFESSIONAL ENGINEERING
DESIGN SERVICES FOR THE RECONSTRUCTION OF LIBERTY STREET
BETWEEN BROADWAY AND ANN STREET

WHEREAS, City of Newburgh was awarded a Transportation Alternatives Program ("TAP") Grant in the amount of \$400,000.00 from the New York State Department of Transportation to fund a new complete street oriented streetscape design replacement of one block of City sidewalks in the heart of Newburgh's Historic downtown, along Liberty Street between Broadway and Ann Street; and

WHEREAS, the TAP grant requires additional design work to update the plans and documents in order to accept the TAP grant funds; and

WHEREAS, Greenman-Pedersen, Inc. has submitted a proposal for the additional design services required by the TAP grant; and

WHEREAS, funding for said project in the amount of \$22,500.00 shall be derived from the CDBG program; and

WHEREAS, this Council has reviewed the proposal and determined that entering into a contract with Greenman-Pedersen, Inc. is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and to execute a contract with Greenman-Pedersen, Inc., in the amount of \$22,500.00 for additional professional engineering design services in connection with the reconstruction of Liberty Street between Broadway and Ann Street.

216-17

*Liberty Street – Sidewalks
City of Newburgh, NY*

LIBERTY STREET –SIDEWALKS

SCOPE OF SERVICES

DESIGN

TRANSPORTATION ALTERNATIVES PROGRAM

CITY OF NEWBURGH, NY

***Liberty Street – Sidewalks
City of Newburgh, NY***

**EXECUTIVE SUMMARY
*Liberty Street Sidewalks***

This project will involve updating plans and preparation of design approval documents for the preparation of new City Standards for the reconstruction of the city streetscape moving forward. The project limits include Liberty Street between Ann Street to the south and Broadway to the north including the northern intersection portion of Ann Street and the Southern intersection portion of Broadway (hereinafter referred to as the Project Site).

Right-of-way and/or easements are not anticipated to be required for the project and are not included in the overall scope of work. If during the design process, it is determined that right of way and/or easements will become necessary, these services will be added as supplemental services.

The scope of services includes completion of Tasks 1 through 4, 6, 7 and 10. Tasks 8 and 9 (Construction Support and Inspection Services) may be provided as part of a supplemental agreement. Task 5 (ROW) will be added as supplemental services if determined necessary.

The projected PS&E date is anticipated to be in the spring of 2018. The letting date is anticipated for summer of 2018 and construction completion by the fall of 2018. New York State Department of Transportation (NYSDOT) will serve as the project liaison during design approval and ensure compliance with Section 106 and Endangered Species acts for NEPA. Once Design Approval is granted, the final plans, that were completed under a prior City Contract with GPI, will be updated as necessary to include appropriate pay item categories.

All funding is being administered under the NYSDOT TAP (Transportation Alternatives Program). Total funding is as follows:

Design, Construction Administration, and Construction = \$440,000

This project will be progressed as a Class II Action under NEPA and a Type II action under SEQRA. The Design Approval Document (DAD) will consist of an IPP/FDR in accordance with Exhibit 7-1 of the NYSDOT Project Development Manual, Appendix 7. All work will be completed in accordance with the requirements set forth in the "Procedures For Locally Administered Federal Aid Projects" (PLAFAP) manual and will be designed and constructed in accordance with NYSDOT "Standard Specifications for Construction and Materials" dated May 1, 2008, including all applicable and current revisions.

***Liberty Street – Sidewalks
City of Newburgh, NY***

Table of Contents

Section 1	General
Section 2	Data Collection & Analysis
Section 3	Preliminary Design (Re-Evaluation)
Section 4	Environmental
Section 5	Right-of-Way <i>(Not included in this Agreement)</i>
Section 6	Detailed Designs
Section 7	Advertisement, Bid Opening and Award
Section 8	Construction Support <i>(Not included in this Agreement)</i>
Section 9	Construction Inspection <i>(Not included in this Agreement)</i>
Section 10	Estimating & Technical Assumptions

**Liberty Street – Sidewalks
City of Newburgh, NY**

SECTION 1 - GENERAL

1.01 Project Description and Location

This project is known as:
Liberty Street - Sidewalks

PIN: TBD

Project Description:

The project limits include Liberty Street between Ann Street to the South and Broadway to the north and the northern intersection portion of Ann Street and the Southern intersection portion of Broadway (hereinafter referred to as the Project Site).

Municipalities: City of Newburgh, New York

All work performed by the Consultant at the Consultant's initiative must be within the current project limits specified above.

1.02 Contract Administrator

The City's Contract Administrator for this project is Mr. Chad M. Wade, RLA CWade@cityofnewburgh-ny.gov

All correspondence to City should be addressed to:

Mr. Chad M. Wade
Assistant City Engineer
83 Broadway
Newburgh NY 12550

All Correspondence will be through e-mail unless otherwise requested/necessary and directed to Mr. Wade.

1.03 Project Classification

This project is assumed to be a Class II (Automatic Categorical Exclusion) action under USDOT Regulations, 23 CFR 771.117(c), the 'D' list. NYSDOT will be the lead agency for the National Environmental Policy Act (NEPA) process.

Classification under the New York State Environmental Quality Review Act (SEQRA) Part 617, Title 6 of the Official Compilation of Codes, Rules, and Regulations of New York State (6 NYCRR Part 617) is assumed to be an Type II Action. The City of Newburgh will be the lead agency for the SEQRA process.

1.04 Categorization of Work

Project work is generally divided into the following sections:

**Liberty Street – Sidewalks
City of Newburgh, NY**

Section 1	General
Section 2	Data Collection & Analysis
Section 3	Preliminary Design
Section 4	Environmental
Section 5	Right-of-Way <i>(Not included in this Agreement)</i>
Section 6	Detailed Design
Section 7	Advertising, Bid Opening and Award
Section 8	Construction Support <i>(Under Supplemental Agreement)</i>
Section 9	Construction Inspection <i>(Under Supplemental Agreement)</i>
Section 10	Estimating & Technical Assumptions

When specifically authorized in writing to begin work, the **Consultant** will render all services and furnish all materials and equipment necessary to provide the **City** with reports, plans, estimates, and other data specifically described in Sections 1 through 4 and 6.

1.05 Project Familiarity

The **Consultant** will become familiar with the project before starting any work. This includes a complete review of all supplied project information along with a site visit to become familiar with the field conditions.

1.06 Meetings

The **Consultant** will prepare for and attend all meetings as directed by the **City's** Contract Administrator. Meetings may be held to:

- Present, discuss, and receive direction on the progress and scheduling of work in this agreement.
- Present, discuss, and receive direction on project specifics.
- Discuss and resolve comments resulting from review of project documents, advisory agency review, and coordination with other agencies.

The **Consultant** will be responsible for the preparation of all meeting minutes. The minutes will be submitted to meeting attendees within one (1) week of the meeting date.

The **City** and/or **Consultant** will invite NYSDOT to all meetings.

1.07 Cost and Progress Reporting

For the duration of this agreement, the **Consultant** will prepare and submit to the **City** on a monthly basis a Progress Report in a format approved by the **City**. The Progress Report must contain a payment request that includes the Cost Control Report. The beginning and ending dates defining the reporting period must correspond to the beginning and ending dates for billing periods, so that this reporting process can also serve to explain billing charges. It is anticipated that the payment requests will include the following:

- FIN 421LL
- FIN 422LL
- FIN 423LL
- Cost Control Report

***Liberty Street – Sidewalks
City of Newburgh, NY***

- FIN 426LL – as requested by the **City** or other approved **City** reimbursement form
- FIN 427LL – as request by the **City** or other approved **City** reimbursement form

1.08 Policy and Procedures

The design of this project will be progressed in accordance with the current version of the NYSDOT "Locally Administered Federal Aid Procedures Manual," including the latest updates.

- A. Compliance with Documents - All work must conform to current versions of the following documents, as applicable. Where necessary, the Consultant will obtain either the full document or guidance extracted from it.
- *Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way*
 - *United States Access Board Accessibility Standards for Developed Areas*
 - AASHTO Guide for the Design of Bicycle Facilities
 - A Policy on Geometric Design of Highways and Streets, American Association of State Highway and Transportation Officials (AASHTO)
 - NYSDOT Project Development Manual
 - NYSDOT Highway Design Manual
 - NYSDOT Standard Sheets
 - NYSDOT Engineering Instructions
 - NYSDOT Engineering Bulletins
 - NYSDOT Engineering Directives
 - NYSDOT Standard Specifications (Construction and Materials)
 - NYSDOT Environmental Procedures Manual
 - AASHTO Standard Specifications for Highways and Bridges
 - National Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD) and the NYS Supplement

1.09 Specifications

The project will be designed and constructed in accordance with the current edition of the NYSDOT Standard Specifications for Construction and Materials – US Customary Units, including all applicable revisions.

1.10 SUB CONSULTANTS

Procurement of subconsultants must be in accordance with the requirements set forth in the LAFAP Manual.

1.11 SUBCONTRACTORS

Procurement of subcontractors must be in accordance with the requirements set forth in the LAFAP Manual.

***Liberty Street – Sidewalks
City of Newburgh, NY***

SECTION 2 - DATA COLLECTION & ANALYSIS

2.01 DESIGN SURVEY

Completed under prior assignment for this project.

2.02 DESIGN MAPPING

Completed under prior assignment for this project.

2.03 DETERMINATION OF EXISTING CONDITIONS

Completed under prior assignment for this project.

2.04 ACCIDENT DATA AND ANALYSIS

Not anticipated for this project.

2.05 TRAFFIC COUNTS

Not anticipated for this project.

2.06 CAPACITY ANALYSIS

Not anticipated for this project.

2.07 FUTURE PLANS FOR ROADWAY & COORDINATION W/ OTHER PROJECTS

The City will determine the influence, if any, of other current or proposed projects development in the vicinity of the area. The City will provide all necessary information pertaining to other projects or developments that include plans and traffic impact studies.

2.08 STRUCTURES AND STORMWATER TREATMENT/EVALUATION

Not anticipated for this project.

2.09 HYDRAULIC ANALYSIS

Not anticipated for this project.

2.10 STORMWATER TREATMENT SYSTEM

Based upon the this project falling under a linear sidewalk classification as defined under GP0-015-002, Table 1, this will only require preparation of a SWPPP to include E&SC only.

***Liberty Street – Sidewalks
City of Newburgh, NY***

2.11 UTILITY COORDINATION AND RELOCATION

Not anticipated for this project.

SECTION 3 – PRELIMINARY DESIGN

3.01 Design Criteria

The **Consultant** will identify all applicable design standards to be used for this project, and will establish project-specific design criteria in accordance with the "Locally Administered Federal Aid Procedures Manual."

The **City** will approve the selected project design criteria (either by a written submission or at a meeting).

Based on the selected design criteria, the **Consultant** will identify all existing non-standard features within and immediately adjacent to the project limits.

3.02 Development of Alternatives

Completed under prior assignment for this project.

A. Detailed Evaluations of Alternative(s)

Completed under prior assignment for this project.

3.03 Cost Estimates

Completed under prior assignment for this project.

3.04 Preparation of Draft Design Approval Document

For this project, the Design Approval Document (DAD) will be a Design Report (IPP/FDR) and will consist of an Initial Project Proposal/Final Design Report which will be completed in accordance with Appendix 7 of the NYSDOT Project Development Manual. All work will be performed in accordance with the requirements set forth in the "Procedures For Locally Administered Federal Aid Projects" (PLAFAP) Manual and will be designed and constructed in accordance with NYSDOT "Standard Specifications for Construction and Materials" dated May 1, 2008, including all applicable and current revisions.

The **City** will make all determinations not specifically assigned to the **Consultant**, which are needed to prepare the Draft DAD.

The **Consultant** will prepare the Draft DAD, which will include analyses results and/or studies performed in other Sections of this document. The DAD will be formatted as specified in the NYSDOT Project Development Manual.

The **Consultant** will submit one hard copy and one digital copy of the Draft DAD to the **City** for review. The **City** will review the Draft DAD and provide the **Consultant** with review comments. The **Consultant** will revise the Draft

***Liberty Street – Sidewalks
City of Newburgh, NY***

DAD to incorporate the comments (assumed to be minor).

3.05 Advisory Agency Review

The **Consultant** will provide the **City** with three (3) copies and one digital copy of the Draft DAD for distribution to advisory agencies (including NYSDOT). GPI will distribute the Draft DAD to the advisory agencies with permission from the **City**.

The **Consultant** will assist the **City** in evaluating and preparing individual responses to the review comments received (assumed to be minor).

3.06 Public Information Meeting(s) and/or Public Hearing(s)

A. Public Information Meeting(s)

Not anticipated for this project.

B. Public Hearing(s)

Not anticipated for this project.

3.07 Preparation of Final Design Approval Document (DAD)

The **City** will obtain all necessary approvals and concurrences, and, if needed, will publish all applicable legal notices. (At this time Legal Notices are not anticipated to be required for this project). The **Consultant** will prepare the Design Recommendation, and will modify the DAD to include the Design Recommendation, re-title the DAD in accordance with the NYSDOT Project Development Manual, and update existing conditions and costs as necessary. The **Consultant** will incorporate changes resulting from the advisory agency review and public information meeting comments if any.

The **Consultant** will submit one hard copy and one digital copy the Final DAD to the **City** for review. The **City** will review the Final DAD and provide the **Consultant** with review comments. The **Consultant** will revise the Final DAD to incorporate the comments (assumed to be minor).

The **City** will submit two (2) hard copy and one digital copy copy of the Final DAD to NYSDOT for a Final Environmental Determination. The NYSDOT will make the determination and/or obtain FHWA's determination. If necessary, the NYSDOT will transmit the Final DAD to FHWA for final review and concurrence (assumed NOT required because of Programmatic Categorical Exclusion). The **Consultant** will again revise the Final DAD to incorporate changes (assumed minor) resulting from the NYSDOT and/or FHWA review.

The **City** will grant or obtain, from or through the NYSDOT, Design Approval.

SECTION 4 - ENVIRONMENTAL

4.01 NEPA Classification

The **Consultant** will verify the anticipated NEPA Classification. The project is assumed to be a Class II Action (Programmatic Categorical Exclusion). The **Consultant** will complete the NEPA Checklist, and forward the completed checklist to the **City** for forwarding to the NYSDOT prior to submission of the draft design report for obtaining final NEPA determination.

The Lead Agency for NEPA is the Federal Highway Administration (FHWA).

4.02 SEQRA Classification

The **Consultant** will assist the **City** in complying with SEQRA (6 NYCRR Part 617). The **City** will be the SEQRA lead agency. The **Consultant** will document the results of the SEQRA processing in the body of the Design Approval Document (DAD) and will include documentation of the final SEQRA determination in the Appendix of the DAD.

4.03 Screenings and Preliminary Investigations

The **Consultant** will screen prior to preliminary investigations to determine any potential impacts resulting from the design alternative.

- *General Ecology and Endangered Species* - Assume no adverse impact.
- *Ground Water* – Assume no adverse impact.
- *Surface Water* – Assume no adverse impact.
- *State Wetlands* - Assume no adverse impact.
- *Federal Jurisdictional Wetlands* - Assume no adverse impact.
- *Floodplains* – Assume no adverse impact.
- *Coastal Zone Management* – Assume no adverse impact.
- *Navigable Waterways* – Assume no adverse impact.
- *Historic Resources* – Assume no adverse impact.
- *Parks* – Assume no adverse impact.
- *Natural Landmarks* – Assume no adverse impact.
- *Visual Resources* - Assume no adverse impact.
- *Hazardous Waste* – Assume no adverse impact.
- *Asbestos* – Assume no adverse impact.
- *Lead Based Paint* – Assume no adverse impact.
- *Noise* – assume no adverse impact.
- *Air Quality* – assume no adverse impact.
- *Energy* – assume no adverse impact.
- *Farmlands* – assume no adverse impact.
- *Visual Impacts* – Assume no adverse impact.
- *Critical Environmental Areas* – Assume no adverse impact.
- Assume that the project will involve development of a SWPPP with Erosion and Sediment Controls only in accordance with Table 1 of GP 0-015-002.

***Liberty Street – Sidewalks
City of Newburgh, NY***

Work will be performed, as detailed in the NYSDOT Project Development Manual, to determine whether further detailed analysis or studies are warranted. The results of these screenings and preliminary investigations will be summarized in the appropriate sections of the DAD.

4.04 Detailed Studies and Analyses

- *General Ecology and Endangered Species* – desktop survey
- *Historic Resources* – desktop survey
- SWPPP (E&SC only)

4.05 Permits and Approvals

The **Consultant** will obtain the following permits and certifications:

- SWPPP (5 day review)
- New York State Parks , Recreation and Historic Preservation (SHPO) Determination
- FHWA Concurrence (for federal funding)

4.06 Environmental Hearing

Not anticipated for this project.

SECTION 5 – RIGHT OF WAY

Not anticipated for this project – Easements and ROW have been obtain by others

**Liberty Street – Sidewalks
City of Newburgh, NY**

SECTION 6 – DETAILED DESIGN

6.01 Rehabilitation Bridge Plans

Not Applicable

6.02 Advance Detail Plans (ADP)

Completed under prior assignment for this project. However, The **Consultant** will update the drawings to reflect NYSDOT Specifications. Advance Detail Plans will be prepared in accordance with the "Locally Administered Federal Aid Procedures Manual."

The **Consultant** will prepare and submit two (2) copies of the ADP's along with a digital copy to the City for review. The **Consultant** will modify the design to reflect the review of the ADP package. Upon approval, the City will submit two (2) copies to NYSDOT for review and comment.

6.03 Contract Documents

The **Consultant** will prepare a complete package of bid-ready contract documents. The package will include:

- Instructions to bidders.
- Bid documents.
- Contract language, including applicable federal provisions and prevailing wage rates.
- Special notes.
- Specifications.
- Plans.
- A list of supplemental information available to bidders (i.e. subsurface exploration logs, record as-built plans, etc.).
- Other pertinent information.

The **Consultant** will submit the contract documents to the City for approval. Upon approval, the City will submit two (2) copies of the contract documents to the NYSDOT as described in the "Locally Administered Federal Aid Procedures Manual."

6.04 Cost Estimate

The **Consultant** will develop, provide, and maintain the construction cost estimate for the project. The **Consultant** will update the estimate periodically and as necessary to incorporate significant design changes, and will develop and provide the final Engineers Estimate, including all quantity computations.

6.05 Utilities

No Impacts are anticipated

**Liberty Street – Sidewalks
City of Newburgh, NY**

6.06 Railroads

Not Applicable

6.07 Bridge Inventory and Load Rating Forms

Not Applicable

6.08 Information Transmittal

Upon completion of the contract documents, the **Consultant** will transmit to the **CITY** all project information, including electronic files. Construction drawings shall be on a CD which are AutoCAD Compatible and also in .pdf format. Record specifications shall be submitted in Microsoft Word and pdf format.

SECTION 7 – ADVERTISEMENT, BID OPENING AND AWARD

7.01 ADVERTISEMENT

The **Consultant** will prepare the advertisement for bids to be placed in the NYS Contract Reporter and any other newspaper or publications identified by the **City**. The Advertisement will not be forwarded until authorization is granted by the **City**.

7.02 BID PHASE AND OPENING (Letting)

The **City** will hold the public bid opening. During the bid phase, the **Consultant** will answer any questions from prospective bidders and if necessary, issue an addendum prior to the bid opening. The **Consultant** will attend the bid opening.

7.03 AWARD

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

- Verifying the low bidder
- Ensuring receipt of all required bid documents (non-collusive bid certification, debarment history certification, etc.)
- Breaking the low bid into fiscal shares, if necessary
- Determining whether the low bid is unbalanced
- For pay items bid more than 25% over the Engineer's Estimate:
 - Checking accuracy of quantity calculations
 - Determining appropriateness of price bid for work in the item
- Determining whether the low bidder is qualified to perform the work

The **Consultant** will assist the **City** in preparing and compiling the package of information to be transmitted to the NYSDOT.

***Liberty Street – Sidewalks
City of Newburgh, NY***

The City will award the contract and will transmit the award package to the NYSDOT as described in the PLAFAP Manual.

SECTION 8 – CONSTRUCTION SUPPORT

Construction Support is not included, but will be added by supplemental agreement at the direction of the City.

SECTION 9 – CONSTRUCTION INSPECTION

Construction Inspection is not included, but will be added by supplemental agreement at the direction of the City.

SECTION 10 – ESTIMATING & TECHNICAL ASSUMPTIONS

10.01 ADDITIONAL ESTIMATING ASSUMPTIONS

The following additional assumptions have been made for estimating purposes:

Section 1 Estimate 2 meetings during the life of this agreement.

Estimate 6 cost and progress reporting periods will occur during the life of this agreement.
(Not including Supplemental Agreement for Construction Support/Inspection).

10.02 ADDITIONAL TECHNICAL ASSUMPTIONS

- This project will be developed utilizing current NYS Department of Transportation (NYSDOT) specifications and standards in accordance with all applicable publications.
- The project will be progressed in English units, with 11x17 (B size) deliverables for all plan submittals. The project will be completed using the current version of AutoCAD platforms.
- Comments from the City, NYSDOT, and other stakeholders will be available in timely manner.
- Permits will be completed by the Consultant with assistance from and submitted by the City as needed.
- Any fees associated with the required permits and/or public notification will be paid by the City.
- Schedules assume reasonable review time by the NYSDOT.
- SWPPP preparation will involve erosion and sediment controls only.
- An electronic copy of documents (PDF) format on CD will be supplied to the City at each submission phase of the project along with hard copies as detailed in the various sections of the scope.

**Liberty Street – Sidewalks
City of Newburgh, NY**

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective the day and year first above written.

Reference: City of Newburgh Contract # _____

Pursuant to Resolution No. _____ for 2017, Adopted _____, 2017

City of Newburgh	Greenman-Pedersen, Inc.
Signature: _____	Signature: _____
Name: _____	Name: _____
Date: _____	Date: _____
Signature: _____	
Name: _____	
Date: _____	

Phase of Project Consultant to work on:

☒ P.E./Design ☐ ROW Incidentals ☐ ROW Acquisition ☐ Construction, C/I, & C/S

Dates or term of Consultant Performance: _____ through _____

Start Date: August 31, 2017

Finish Date: _____

COMPENSATION PAYABLE UNDER THIS AGREEMENT FOR THE SCOPE OF WORK DESCRIBED AND THE FEES OUTLINED IN EXHIBIT A FOR THE PROJECT OTHERWISE IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT AND THE ORIGINAL CITY AGREEMENT DATED 10/21/15 AND EXECUTED 11/13/15 PER CITY RESOLUTION 292-2015:

\$22,500.00

Liberty Street Sidewalks

City of Newburgh

EXHIBIT A

GREENMAN-PEDERSEN, INC.

----- SUMMARY -----

7/26/2017

Item IA, Direct Technical Salaries (estimated) subject to audit	\$	8,962
Item IB, Direct Technical Salaries Premium Portion of overtime subject to audit (estimate)		
Item II, Direct Non- Salary Cost (estimated) subject to audit	\$	-
Item II Direct Non- Salary Cost (estimated) subject to audit (Sub-Contractor Cost)	\$	-
Item III, Overhead (128%)	\$	11,471
Item IV Fixed Fee (10%)	\$	2,043
Item II, Direct Non- Salary Cost subject to audit (Sub-Consultant Cost	\$	-
Total Estimated Cost	\$	22,477
MAXIMUM AMOUNT PAYABLE	\$	22,500

RESOLUTION NO.: 217 - 2017

OF

AUGUST 14, 2017

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL
AND EXECUTE A CONTRACT WITH THE CHAZEN COMPANIES
IN THE AMOUNT OF \$31,650.00 FOR CONSTRUCTION MANAGEMENT
SERVICES FOR THE CITY OF NEWBURGH SKATEBOARD PARK PROJECT

WHEREAS, by Resolution No. 194-2017 of July 10, 2017, the City of Newburgh awarded a bid and authorized a contract with Hardcore Skateparks for the construction of a skateboard park in the Delano-Hitch Recreation Park; and

WHEREAS, the City of Newburgh has received a proposal from the Chazen Companies to provide construction management services to support the Skateboard Park Project; and

WHEREAS, funding for said project in the amount of \$31,650.00 shall be derived from the CDBG program; and

WHEREAS, this Council has reviewed the proposal and determined that entering into a contract with The Chazen Companies is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and to execute a contract with The Chazen Companies in the amount of \$31,650.00 for professional construction management services in connection with the City of Newburgh Skateboard Park Project.



HUDSON VALLEY OFFICE
21 Fox Street
Poughkeepsie, NY 12601
P: 845.454.3980 or 888.539.9073
www.chazencompanies.com

July 27, 2017

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

Re: *Newburgh Skatepark*
Construction Phase Services
Chazen Proposal #: PM17-156

Dear Mr. Morris:

Construction Phase Services

It is The Chazen Companies (Chazen) understanding that the City of Newburgh is seeking support for the Newburgh Skate Park project. We recommend that all services be performed on a time and material basis, thereby minimizing costs for the City of Newburgh. We estimate that the work period will run for approximately three months based upon discussions with the City of Newburgh as well as reviewing the Plans titled, "Newburgh Skate park", dated, May 9, 2017, prepared by Grindline and Eberlin and Eberlin, P.C.

Chazen provides limited special inspections, such as rebar placement inspection, etc. However, we rely on the services of testing agencies for concrete/asphalt and compaction testing and will do so with this project. Chazen has often coordinated special testing efforts and will do so for this project. Our estimated fees do not include special testing performed by others.

At this time, the services that we believe require our involvement include the following:

Task 01 - Pre-Construction Meeting

Chazen will prepare for and participate in a "pre-construction" meeting with the successful bidder in advance of work.

Chazen estimates 6 hours for this task.

Task 02 - Contractor's Application for Payment Review

Chazen will review The Contractor's applications for payment during the construction period for consistency with completed works. Upon Chazen's acceptance of payment requests, they will be forwarded onto the Client for disbursement of payment to the contractor. Chazen will notify the Client of any discrepancies between payments requested and installed and/or stored materials. We assume the Contractor provides a schedule of values.

Chazen estimates that there will be eight (8) payment requests. Chazen estimates 24 hours for this task.

Task 03 - Construction Site Meetings

Chazen will attend construction meetings and conferences when specifically requested by the Client. As a minimum, Chazen's Project Manager will attend monthly meetings to review progress of work. Chazen will issue meeting minutes to all attendees as well as those parties identified by the Client.

Chazen estimates 3 site meetings for a total of 18 hours for this task.

Task 04 – Submittal, Shop Drawing Review and Requests for Information/Clarification

Chazen will prepare and distribute to the Construction Team the list of required submittals and shop drawings. Upon receipt, Chazen will review each submittal and shop drawing for general conformance with the project plans. Chazen requests that each submittal and shop drawing be emailed to us as a PDF for processing. Final documents will be returned in similar fashion for the Construction Team's records. Under this task Chazen will also review requests submitted by the Contractor in the form of an RFI and prepare coordinated responses.

Chazen assumes that there will be twenty items submitted. Chazen estimates 30 hours for this task.

Task 05 - Periodic Observation and Construction Assessment

Chazen will periodically review construction progress for assessment of general conformity with the project plans and specifications. Please note that full time construction inspection services is not included. Please be aware that if Chazen performs part time construction observation services, our ability to verify conformance of work will be limited to what is specifically witnessed by Chazen personnel during monthly construction meetings or the periodic observations.

Chazen will address questions that may arise associated with field conditions and plan interpretation.

Chazen assumes that there will be approximately 14 weeks of construction. We suggest 2 to 3 days of 4 to 6 hour duration inspections per week. Chazen estimates 200 hours for this task.

Task 06 - Project Closeout

Chazen will assist the Client with project closeout following the Contractor's issuance of the Notice of Substantial Completion. Chazen will conduct an inspection with the Client and Contractor(s) to identify incomplete or deficient work; as well as to determine that the work has been completed in general conformance with the Contract Documents. Any incomplete and/or deficient work will be identified in a Punch List issued to the Client and Contractor(s) for correction.

Immediately after the Punch List items have been addressed, Chazen will conduct a final inspection and walk through with the Client and Contractor(s) to confirm that all work has been completed in general conformance with the Contract Documents.

Chazen estimates 6 hours for this task.

Task 07 - Notification of Completed Works

Upon completion of site construction activities and verification that all Punch List items have been adequately addressed, Chazen will review the Contractor(s) final submittals (including but not limited to operation and maintenance manuals, as-built drawings, equipment/parts data, and product warranties and certifications). Once it has been determined that all work and submittals have been completed in accordance with Contract Documents, Chazen will issue a Notification of Completed Works to the Client and Contractor(s).

Chazen estimates 6 hours for this task.

Task RE00 - Reimbursable Expenses

This scope of services includes only the cost for the performance of the work as outlined above and does not include our direct expenses, such as mileage, overnight mailings, photocopying, map reproductions, etc. Such expenses are in addition to the personnel charges and include expenditures made in the interest of the project and will be billed in accordance with the Billing Rate Schedule in effect at the time of incurring the expense.

Professional Services Fee Schedule

Chazen proposes to bill each task as indicated in the following Fee and Time Schedule Summary. Invoices will be issued monthly for all services performed during that month, and are payable upon receipt. Time and Materials tasks will be billed based on the actual hours and reimbursable expenses incurred, at the rates listed in our Billing Rate Schedule in effect at the time of providing services, a copy of our current schedule is attached. Fees listed for Time and Materials tasks are estimates only. Chazen will make its best effort to complete each of these tasks within the estimated amounts; however it is possible that it will be necessary to exceed these amounts in order to complete the scope of services for each task. We will not exceed any estimated fee amounts without first notifying you.

Fee and Time Schedule Summary

Task No.	Task Description	Time and Materials Estimate
01	Pre-Construction Meeting (6 Hours)	\$750
02	Contractor's Application for Payment Review (24 Hours)	\$2,875
03	Construction Site Meetings (18 Hours)	\$1,950
04	Submittal, Shop Drawing Review and Requests for Information/Clarification (30 Hours)	\$3,600
05	Periodic Observation and Construction Assessment (200 Hours)	\$20,000
06	Project Closeout (6 Hours)	\$750
07	Notification of Completed Works (6 Hours)	\$750
RE00	Reimbursable Expenses	\$975
	Total Estimated Cost	\$31,650

Agreement

Please note that while we have furnished what we believe is a comprehensive and complete scope of services in response to your request, we are open to dialogue as to how we may modify our proposal to ensure that our services would not be redundant, and/or how alternate approaches may be implemented, which have the potential of reducing overall professional fees.

Please feel free to contact me at (845) 486-1569 if you have any questions whatsoever. Chazen looks forward to working with you on this project.

Sincerely,

A handwritten signature in black ink, appearing to read 'G. Cronk', with a long horizontal flourish extending to the right.

George Cronk, P.E.
Director Engineering Services

cc: Proposal Distribution

RESOLUTION NO.: 218 - 2017

OF

AUGUST 14, 2017

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE SUPPLEMENTAL AGREEMENT #1
WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION
TO FUND PAVEMENT AND SIDEWALK REPLACEMENT
IN THE AMOUNT OF \$200,000 IN CONNECTION WITH
THE MILL STREET BRIDGE SCOUR REPAIR PROJECT (BIN#2223610)

WHEREAS, a Project for the Mill Street Bridge Scour Repair (BIN#2223610) in the City of Newburgh, Orange County, PIN S4124 (the "Project") is eligible for funding under Section 14-k of the New York State Transportation Law Multi-Modal Program; and

WHEREAS, on August 8, 2008, the City of Newburgh entered into a Master Agreement with the New York State Department of Transportation ("NYSDOT") to fund pavement and sidewalk replacement in the amount of \$200,000.00 in connection with the Project; and

WHEREAS, NYSDOT has proposed Supplemental Agreement No. 1 to the Master Agreement for the purpose of amending Schedule "A" to reflect a new phase completion date of December 31, 2018 with no change in Project costs or funding; and

WHEREAS, this Council has determined that authorizing the City Manager to execute Supplemental Agreement No. 1 is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to execute Supplemental Agreement No. 1 to the Master Agreement with the New York State Department of Transportation in the amount of \$200,000.00 in connection with the Mill Street Bridge Scour Repair Project (BIN#2223610) in the City of Newburgh, Orange County, PIN S4124; and that the City Manager is authorized to execute all such documentation and take such further actions as may be appropriate and necessary to administer the Project and programs funded thereby.

218-17



Department of Transportation

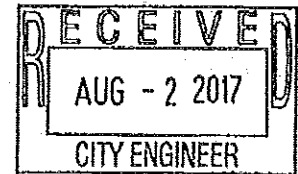
ANDREW M. CUOMO
Governor

MATTHEW J. DRISCOLL
Commissioner

TODD WESTHUIS, P.E.
Regional Director

July 24, 2017

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



RE: CITY OF NEWBURGH MULTI-MODAL #3
PIN S4124, D023817

SUPPLEMENTAL AGREEMENT #1

Dear Mr. Morris:

Enclosed are five (5) copies of a Supplemental Agreement to extend the completion date of the above-subject project from December 31, 2011 to December 31, 2018.

Each of the Supplemental Agreements must be signed and notarized, **as well as, each Schedule A**. Please return all five signed copies to the Regional Local Projects Unit. A resolution is not needed as no costs are changing.

Once the agreements are returned to the City fully-executed, the City can submit for reimbursement.

If you have any questions regarding the supplemental agreement, please feel free to call me at (845) 431-5977 or e-mail me at doreen.holsopple@dot.ny.gov

Sincerely,

A handwritten signature in cursive script that reads "Doreen Holsopple".
Doreen Holsopple
Administrative and Financial Advisor
Region 8 Local Projects Unit

Enclosures

**SUPPLEMENTAL AGREEMENT Schedule No. 1 to
MASTER AGREEMENT (Comptroller's Contract No. D023817)**

This Agreement, effective this _____ day of _____, 20____, is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at
50 Wolf Road, Albany, NY 12232,

and the City of Newburgh, located on 83 Broadway, Newburgh NY 12550
acting by and through the City Manager.

This agreement supplements or amends the existing Master Agreement between the parties that consists of the agreements titled (*check applicable categories*):

- ☐ Multi-Modal Prior SUPPLEMENTAL AGREEMENT Nos. _____ dated _____;
- ☒ Multi-Modal Project Agreement (Indicate MM Program # 3) dated 08/08/2006.
- ☐ OTHER -

in the following respects only (*check applicable categories*):

☒ Amends a previously adopted Schedule or Supplements Master Agreement by Adding Schedules A and/or B, in accordance with the provisions of such Master Agreement for such Supplemental Schedules (*check applicable categories*):

If Amending a Prior Project:	If adding a Project:
☐ Amends Schedule A project description;	☐ Adds a project description under the same D#
☐ Amends Schedule A scheduled funding;	☐ Adds project funding under the same D#
☒ Amends Schedule A phase completion date;	☐ Sets project completion date for the same D#
☐ Amends a previously adopted Schedule B	☐ Adds Schedule B under the same D#
☒ Appendix 2-S Iran Divestment Act	☐ Appendix 2-S Iran Divestment Act

- ☐ (Amending the text of the Master Agreement as described below:
Complete Amendment to Master Agreement Text here (as applicable))

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by its duly authorized officials as of the date first above written.

MUNICIPALITY: _____ DATE: _____ Title: _____ BY: _____ (have signature notarized below)	NYSDOT: DATE: _____ BY: _____ For Commissioner of Transportation Agency Certification: In addition to the acceptance of this contract I also certify the original copies of this signature page will be attached to all other exact copies of this contract.
	APPROVED AS TO FORM BY NYS ATTORNEY GENERAL: By: _____ Assistant Attorney General
	NYS COMPTROLLER APPROVAL: DATE: _____ BY: _____ For the New York State Comptroller Pursuant to State Finance Law §112.

STATE OF NEW YORK)

)ss.:

COUNTY OF ORANGE)

On this _____ day of _____ in the year 20____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, acknowledged to me that he is the _____ of the _____, executed such instrument in his capacity pursuant to authority duly vested in him by the _____ and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

Notary Public

Supplemental Agreement for S4124SPONSOR: City of NewburghPROJECT ID NO. S4124 BIN#: 2223610**SUPPLEMENTAL MUNICIPAL MULTI-MODAL PROGRAM ■ SCHEDULE A***This Schedule may not be used where other Multi-Modal, State or Federal funding sources co-exist)*

1. Name of Municipal Project Owner: City of Newburgh
2. Project Title: Repair and/or replacement of roadway surface and sidewalks
3. MM Project ID#: S4124 MM Program ID (MM#2, MM#3, or MM#4?): 3
4. Maximum MM Project Reimbursement (under this Agreement): \$200,000
5. MASTER Municipal MM OSC Contract #: D023817
6. Municipal Contact:
Name/Title: Michael Ciaravino
Organization: City of Newburgh
Address: 83 Broadway
City/State/Zip: Newburgh, NY 12550

7. Project Location: Route/Name: Bridge Street
From: Deyo Place To: End of bridge

8. Project Description/Scope:Replacement of Pavement and sidewalks on bridge.

9. Project Schedule Beginning Date: May 1, 2006 Project Ending Date: December 31, 2018

10. Project Cost Summary:

SUMMARY COST TOTAL:	State Multi-Modal Funding under this Schedule A	Local Funding (Insert Zero if None)
\$200,000	\$200,000	\$0

11. Eligible Project Type: (Please check one)

- ☐ Highway Resurfacing ☒ Bridge Rehabilitation Construction ☐ New Highway Construction ☐ New Bridge
- ☐ Highway Reconstruction ☐ Bridge Replacement Improvement ☐ Interchange Const./Reconstruction ☐ Intersection
- ☐ Aviation (Is this project consistent with an approved Airport Layout Plan)? ☐ Yes ☐ No
- ☐ Other (Please explain): _____

12. Signature of responsible Local Official: _____ Date: _____

13. Please print your Name & Title here: _____

Please list your area code & phone number here: _____

APPENDIX 2-S IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By entering into a renewal or extension of this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Contractor understands that during the term of the Contract, should NYSDOT receive information that a person is in violation of the above-referenced certification NYSDOT will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then NYSDOT shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

NYSDOT reserves the right to reject any renewal, extension or request for assignment for an entity that appears on the prohibited entities list hereafter and to pursue a responsibility review with respect to any entity that is granted a contract extension/renewal or assignment and appears on the prohibited entities list thereafter.

RESOLUTION NO.: 219 - 2017

OF

AUGUST 14, 2017

A RESOLUTION REJECTING ALL BIDS RECEIVED IN CONNECTION WITH
THE MILL STREET BRIDGE SCOUR REPAIR PROJECT (BIN#2223610)

WHEREAS, the City of Newburgh has duly advertised for bids in connection with the Mill Street Bridge Scour Repair Project (BIN#2223610); and

WHEREAS, one (1) bid was received and opened; and

WHEREAS, upon review of the bid it has been determined that the cost exceeds the budget proposed for the Project; and

WHEREAS, this Council has determined that rejecting all bids for the Project 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 all bids received in connection with the Mill Street Bridge Scour Repair Project (BIN#2223610) be and are hereby rejected.

#219-17

UNOFFICIAL LOW-BID TABULATION

CITY OF NEWBURGH, NY

PROJECT NAME: Bid #17.17 - Mill Street Bridge Repairs Project (Rebid) **BID OPENING:** Monday, July 31, 2017 11:00 AM

Bid Opening: Began at 11:00 a.m. and closed at 11:05 a.m.

Owner: City Comptroller Kathryn Mack; Administrative Assistant to City Engineer Elizabeth Garrison; Junior Civil Engineer Zakia Alam; and, Glenn Gidaly of Barton & Loguidice, DPC

Contractors: Brian Cannon of ASI/BACC JV

	Bidder Name	Time Stamped	Sealed/ Clearly Marked	Original and Copy	Lump Sum Bid	Certified Copy of Resolution of Board of Directors	Bidder's Qualification Questionnaire	Affidavit of Worker's Comp	Iranian Energy Sector Divestment Certification	Non- Collusion Bidding Affidavit	Form of Bid Security
1	ASI/BACC JV	7/31/17 at 10:50AM	Not sealed	Original and partial copy	\$ 607,000.00	✓	✓	✓	✓	✓	Bond on City Form
2											
3											
4											

RESOLUTION NO.: 220 - 2017

OF

AUGUST 14, 2017

RESOLUTION AMENDING RESOLUTION NO. 310A-2016,
THE 2017 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK
TO TRANSFER \$960.03 FROM LEGISLATIVE BODY-TRAVEL AND CONFERENCE AND
\$157.14 FROM LEGISLATIVE BODY-EDUCATION TO GUN BUY BACK PROGRAM,
POLICE - OTHER SERVICES AND NATIONAL NIGHT OUT

WHEREAS, Councilwoman Genie Abrams previously requested to transfer her allocation from the Legislative budget in the amount of \$728.57 to the Gun Buy Back Program; and

WHEREAS, Councilwoman Cindy Holmes would like to transfer the remaining funds in her allocation from the Legislative budget in the amount of \$388.60 to Police Department - Other Services to support the Community Event Detail on July 3, 2017 and to National Night Out; and

WHEREAS, this Council finds that the transfer of funds and 2017 budget amendment is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that Resolution No. 310A-2016, the 2017 Budget of the City of Newburgh, is hereby amended as follows:

	<u>Decrease</u>	<u>Increase</u>
A.1010.0461 Legislative Body-Travel & Conference	\$ 960.03	
A.1010.0464 Legislative Body-Education	<u>\$ 157.14</u>	
T.000.0200.0019 Gun Buy Back Program		\$ 728.57
A.3120.0448 Police - Other Services		\$ 111.45
(Community Event Detail 7/3/17)		
A.7550.0753.0000.0000 National Night Out		<u>\$ 277.15</u>
TOTALS:	\$1,117.17	\$1,117.17

RESOLUTION NO.: 221 - 2017

OF

AUGUST 14, 2017

A RESOLUTION AUTHORIZING THE AWARD OF A BID
AND EXECUTION OF A CONTRACT WITH SHAMROCK SHOWS, INC.
FOR AMUSEMENT RIDES, ATTRACTIONS AND CONCESSIONS AT
THE CITY OF NEWBURGH 29TH INTERNATIONAL FESTIVAL

WHEREAS, the City of Newburgh's 29th Annual International Festival is scheduled for Friday, September 1, 2017 through Monday, September 4, 2017, respectively, and will be held at the Delano-Hitch Recreation Park; and

WHEREAS, the City of Newburgh issued a Request for Proposals for Carnival Rides, Concessions and Amusements for the City of Newburgh's 29th Annual International Festival; and

WHEREAS, one (1) proposal was duly received and opened; and

WHEREAS, Shamrock Shows, Inc. was the only bidder; and

WHEREAS, the City of Newburgh wishes to enter into a contract with Shamrock Shows, Inc. to provide Carnival Rides, Concessions and Amusements for the City of Newburgh's 29th Annual International Festival; and

WHEREAS, the City Council has determined it to be in the best interests of the City of Newburgh to enter into a contract with Shamrock Shows, Inc.;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for Carnival Rides, Concessions and Amusements be and is hereby awarded to Shamrock Shows, Inc.; and

BE IT FURTHER RESOLVED, that the City Manager be and he is hereby authorized to execute and enter into a contract, in substantially the same form as attached hereto with such other terms and conditions as Corporation Counsel may require, on behalf of the City of Newburgh with Shamrock Shows, Inc.

221-17

AGREEMENT FOR VENDOR SERVICES

THIS AGREEMENT is entered into as of this _____ day of _____, 2017, by and between the CITY OF NEWBURGH, a municipal corporation chartered under the authority of the State of New York, hereinafter referred to as the "CITY," with principal offices at 83 Broadway, City Hall, Newburgh, New York 12550; and SHAMROCK SHOWS, INC., a firm with principal offices at 338 Willow Tree Road, Milton, New York 12547, hereinafter referred to as "VENDOR."

ARTICLE 1. SCOPE OF WORK

VENDOR agrees to perform the SERVICES and/or supply the goods identified in Schedule A, (the "SERVICES") which is attached to, and is part of this Agreement. VENDOR agrees to perform the SERVICES and/or supply the goods in accordance with the terms and conditions of this Agreement. It is specifically agreed that the CITY will not compensate VENDOR for any SERVICES and/or goods provided outside those specifically identified in Schedule A, without prior authorization, evidenced only by a written Change Order or Addendum to this Agreement executed by the City Manager of the CITY after consultation with the City Department Head responsible for the oversight of this Agreement (hereinafter "Department Head").

ARTICLE 2. TERM OF AGREEMENT

VENDOR agrees to perform the SERVICES and/or supply goods beginning September 1, 2017, and ending September 4, 2017.

ARTICLE 3. COMPENSATION

For satisfactory performance of the SERVICES and/or receipt of conforming goods or, as such SERVICES or goods may be modified by mutual written agreement, the CITY agrees to compensate VENDOR in accordance with the fees and expenses as stated in Schedule A, which is attached to and is part of this Agreement. VENDOR SHALL submit to the CITY a monthly itemized invoice for SERVICES rendered during the prior month, or as otherwise set forth in Schedule A, and prepared in such

form and supported by such documents as the CITY may reasonably require. The CITY will pay the proper amounts due VENDOR within sixty (60) days after receipt of a CITY Claimant's Certification form, and if the Claimant's Certification form is objectionable, will notify VENDOR, in writing, of the CITY'S reasons for objecting to all or any portion of the invoice submitted by VENDOR.

A not-to-exceed cost of \$0.00 ZERO Dollars has been established for the scope of SERVICES and/or the supply of goods rendered by VENDOR. Costs in excess of such not-to-exceed cost, if any, may not be incurred without prior written authorization of the City Manager of the CITY, evidenced only by a written Change Order or Addendum to this Agreement, after consultation with the Department Head. It is specifically agreed to by VENDOR that the CITY will not be responsible for any additional cost or costs in excess of the above noted not-to-exceed cost if the CITY'S authorization by the City Manager is not given in writing prior to the performance of the SERVICES giving rise to such excess or additional costs.

ARTICLE 4. EXECUTORY CLAUSE

The CITY shall have no liability under this Agreement to VENDOR or to anyone else beyond funds appropriated and available for this Agreement.

ARTICLE 5. PROCUREMENT OF AGREEMENT

VENDOR represents and warrants that no person or selling agency has been employed or retained by VENDOR to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. VENDOR further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. VENDOR makes such representations and warranties to induce the CITY to enter into this Agreement and the CITY relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 6. CONFLICT OF INTEREST

VENDOR represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the SERVICES herein provided. VENDOR further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the CITY, nor any person whose salary is payable, in whole or in part, by the CITY, or any corporation,

partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person submits a letter disclosing such an interest, or the appearance or potential of same, to the City Manager and a copy to the Corporation Counsel of the CITY in advance of the negotiation and execution of this Agreement.

For failure to submit such letter of disclosure, or for a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment to or to take any other action provided for by law, in equity or pursuant to this Agreement.

ARTICLE 7. FAIR PRACTICES

VENDOR and each person signing on behalf of the VENDOR represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

A. The prices in this Agreement have been arrived at independently by VENDOR without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;

B. Unless otherwise required by law, the prices which have been quoted in this Agreement and on the proposal or quote submitted by VENDOR have not been knowingly disclosed by VENDOR prior to the communication of such quote to the CITY or the proposal opening directly or

indirectly, to any other bidder, proposer or to any competitor; and

C. No attempt has been made or will be made by VENDOR to induce any other person, partnership, corporation or entity to submit or not to submit a proposal or quote for the purpose of restricting competition.

The fact that VENDOR (i) has published price lists, rates, or tariffs covering items being procured, (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being bid or quoted does not constitute, without more, a disclosure within the meaning of this Article.

ARTICLE 8. INDEPENDENT CONTRACTOR

In performing the SERVICES and/or supplying goods and incurring expenses under this Agreement, VENDOR shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the CITY. As an independent contractor, VENDOR shall be solely responsible for determining the means and methods of performing the SERVICES and/or supplying of the goods and shall have complete charge and responsibility for VENDOR'S personnel engaged in the performance of the same.

In accordance with such status as independent contractor, VENDOR covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the CITY, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the CITY including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

VENDOR shall not assign any of its rights, interest or obligations under this Agreement, or subcontract any of the SERVICES to be performed by it under this Agreement, without the prior express written consent of the City Manager of the CITY. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any SERVICES provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the CITY shall be subject to all of the terms and conditions of this Agreement.

Failure of VENDOR to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the CITY and if so terminated, the CITY shall thereupon be relieved and discharged from any further liability and obligation to VENDOR, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the CITY except so much thereof as may be necessary to pay VENDOR'S employees for past service.

The provisions of this clause shall not hinder, prevent, or affect any assignment by VENDOR for the benefit of its creditors made pursuant to the laws of the State of New York.

This agreement may be assigned by the CITY to any corporation, agency, municipality or instrumentality having authority to accept such assignment.

ARTICLE 10. BOOKS AND RECORDS

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

ARTICLE 11. RETENTION OF RECORDS

VENDOR agrees to retain all books, records and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever later occurs. CITY, or any State and/or Federal auditors, and any other persons duly authorized by the CITY, shall have full access and the right to examine any of said materials during said period.

ARTICLE 12. AUDIT BY THE CITY AND OTHERS

All Claimant Certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said Claimant's Certification forms or invoices are based are subject to audit by the CITY. VENDOR shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the CITY so that it may evaluate the reasonableness of the charges, and VENDOR shall make its records available to the CITY upon request. All books, Claimant's Certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the CITY, the State of New York, the federal government, and/or other persons duly authorized by the CITY. Such audits may include examination and review of the source and application of all funds whether from the CITY, State, the federal government, private sources or otherwise. VENDOR shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 13. INSURANCE

For all of the SERVICES set forth herein and as hereinafter amended, VENDOR shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, Workers' Compensation insurance, liability insurance

covering personal injury and property damage, and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the CITY who have been fully informed as to the nature of the SERVICES to be performed. Except for Workers' Compensation and professional liability, the CITY shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of VENDOR and not those of the CITY. Notwithstanding anything to the contrary in this Agreement, VENDOR irrevocably waives all claims against the CITY for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 13. The provisions of insurance by VENDOR shall not in any way limit VENDOR'S liability under this Agreement.

<u>Type of Coverage</u>	<u>Limit of Coverage</u>
Worker's Compensation	Statutory
Employer's liability or similar insurance	\$1,000,000 each occurrence
Automobile liability	\$1,000,000 aggregate
Bodily Injury	\$2,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence
Comprehensive General Liability, including Broad form contractual Liability, bodily injury and property damage	\$1,000,000 aggregate \$2,000,000 each occurrence
Professional liability (If commercially available for your profession)	\$1,000,000 aggregate \$2,000,000 each claim

VENDOR shall attach to this Agreement certificates of insurance evidencing VENDOR'S compliance with these requirements.

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the CITY with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without fifteen (15) days prior written notice to the CITY, directed to the City Manager, the Corporation Counsel and to the Department Head and the CITY shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to VENDOR.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis, it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

A. Policy retroactive dates coincide with or precede VENDOR'S start of the performance of this Agreement (including subsequent policies purchased as renewals or replacements);

B. VENDOR will maintain similar insurance for at least six (6) years following final acceptance of the SERVICES;

C. If the insurance is terminated for any reason, VENDOR agrees to purchase an unlimited extended reporting provision to report claims arising from the SERVICES performed or goods provided for the CITY; and

D. Immediate notice shall be given to the CITY through the City Manager of circumstances or incidents that might give rise to future claims with respect to the SERVICES performed under this Agreement.

ARTICLE 14. INDEMNIFICATION

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

In the event that any claim is made or any action is brought against the CITY arising out of the negligence, fault, act, or omission of an employee, representative, subcontractor, assignee, or agent of VENDOR either within or without the scope of his respective employment, representation, subcontract, assignment or agency, or arising out of VENDOR'S negligence, fault, act or omission, then the CITY shall have the right to withhold further payments hereunder for the purpose of set-off of sufficient sums to cover the said claim or action. The rights and remedies of the CITY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

ARTICLE 15. PROTECTION OF CITY PROPERTY

VENDOR assumes the risk of and shall be responsible for, any loss or damage to CITY property, including property and equipment leased by the CITY, used in the performance of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of VENDOR, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by VENDOR as an expert consultant specialist or subcontractor hereunder.

In the event that any such CITY property is lost or damaged, except for normal wear and tear, then the CITY shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

VENDOR agrees to defend, indemnify and hold the CITY harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such CITY property described in this Article.

The rights and remedies of the CITY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 16. TERMINATION

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

Upon termination of this Agreement, the VENDOR shall comply with any and all CITY closeout procedures, including, but not limited to:

A. Accounting for and refunding to the CITY within thirty (30) days, any unexpended funds which have been paid to VENDOR pursuant to this Agreement; and

B. Furnishing within thirty (30) days an inventory to the CITY of all equipment, appurtenances and property purchased by VENDOR through or provided under this Agreement, and carrying out any CITY directive concerning the disposition thereof.

In the event the CITY terminates this Agreement in whole or in part, as provided in this Article, the CITY may procure, upon

such terms and in such manner as deemed appropriate, SERVICES similar to those so terminated, and the VENDOR shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the CITY, any SERVICES or goods procured by the CITY to complete the SERVICES herein will be charged to VENDOR and/or set-off against any sums due VENDOR.

Notwithstanding any other provision of this Agreement, VENDOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of VENDOR'S breach of the Agreement or failure to perform in accordance with applicable standards, and the CITY may withhold payments to VENDOR for the purposes of set-off until such time as the exact amount of damages due to the CITY from VENDOR is determined.

The rights and remedies of the CITY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

ARTICLE 17. GENERAL RELEASE

The acceptance by VENDOR or its assignees of the final payment under this Agreement, whether by Claimant's Certification form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the CITY from any and all claims of VENDOR arising out of the performance of this Agreement.

ARTICLE 18. SET-OFF RIGHTS

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

the CITY by operation of law, the CITY also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the CITY for any reason whatsoever including, without limitation, tax delinquencies, fee delinquencies or monetary penalties or interest relative thereto.

ARTICLE 19. NO ARBITRATION

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the City Manager of the CITY, but must instead only be heard in the Supreme Court of the State of New York, with venue in Orange County or if appropriate, in the Federal District Court with venue in the Southern District of New York, White Plains division.

ARTICLE 20. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York. VENDOR shall render all SERVICES under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such SERVICES are rendered.

ARTICLE 21. CURRENT OR FORMER CITY EMPLOYEES

VENDOR represents and warrants that it shall not retain the SERVICES of any CITY employee or former CITY employee in connection with this Agreement or any other agreement that said VENDOR has or may have with the CITY without the express written permission of the CITY. This limitation period covers the preceding three (3) years or longer if the CITY employee or former CITY employee has or may have an actual or perceived conflict of interests due to their position with the CITY.

For a breach or violation of such representations or warranties, the CITY shall

have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 22. ENTIRE AGREEMENT

The rights and obligations of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedules A and B, which supersede any other understandings or writings between or among the parties.

ARTICLE 23. MODIFICATION

No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of SERVICES in this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such SERVICES, the City Manager of the CITY, after consultation with the Department Head and Corporation Counsel, executes an Addendum or Change Order to this Agreement, which Addendum or Change Order shall specifically set forth the scope of such extra or additional SERVICES and the amount of compensation and the extension of the time for performance, if any, for any such SERVICES. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with full force and effect to the terms and conditions contained in such Addendum or Change Order.

ARTICLE 24: CLOSE OUT & CLEAN UP

The parties agree that Shamrock (VENDOR) shall make its best effort to remove all property and equipment from the site no later than the end of the day, September 5, 2017. However, in the event of unforeseen delays or other circumstances beyond the control of the parties, Shamrock shall have until 12:00 pm on September 6, 2017 to remove all such property and equipment from the site.

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

THE CITY OF NEWBURGH

SHAMROCK SHOWS, INC.

BY: _____
Michael G. Ciaravino,
City Manager
Pursuant to Resolution No.:

BY: _____
Colin O'Keefe, CEO

DATE: _____

DATE: _____

APPROVED AS TO FORM

MICHELLE KELSON
Corporation Counsel

DATE: _____

KATHRYN MACK
City Comptroller

DATE: _____

SCHEDULE A
SCOPE OF SERVICES

REQUEST FOR PROPOSALS

RFP #16.17

CARNIVAL RIDES, CONCESSIONS AND AMUSEMENTS FOR THE 29TH ANNUAL INTERNATIONAL FESTIVAL

Overview: The City of Newburgh, New York is seeking proposals from qualified carnival ride and amusement companies (hereinafter referred to as "Ride Company") to provide carnival rides, concessions and amusement services for the 29th Annual International Festival. This year, the International Festival will be held over the Labor Day weekend at the Delano-Hitch Recreation Park on Washington Street in the City of Newburgh. With numerous vendors and live entertainment scheduled, this festival typically draws several thousand people over the weekend. An overview of the Park is referenced on page 8 of this RFP indicating the two fields where the festival will operate.

The 2017 festival runs for four (4) consecutive days from Friday, September 1, 2017 through Monday, September 4, 2017. The festival will kick off Friday, September 1, 2017 beginning at 5:00 P.M. (Eastern Time) and ending its operation at 10:00 P.M. on Labor Day, Monday, September 4, 2017.

1.0 GENERAL

- A. Taxes. The City of Newburgh is exempt from Federal Excise Taxes and the New York State Sales Tax.
- B. Iran Divestment Act. By submission of a Proposal in response to this solicitation or by assuming the responsibility of a contract awarded hereunder, Respondent (or any assignee hereinafter referred to as "Bidder" or "Vendor") certifies that it is not listed on the "Entities Determined To Be Non-Responsive Bidders/Offerors Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Respondent is advised that should it seek to renew or extend a contract awarded in response to the solicitation, it must provide the same certification at the time the contract is renewed or extended.

The City of Newburgh reserves the right to reject any Proposal from an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

The signature on the Proposal Information Form will be considered certification that the Respondent is in compliance with all aspects of this regulation.

RFP FOR CARNIVAL RIDES, CONCESSIONS AND AMUSEMENTS
CITY OF NEWBURGH, NEW YORK

- C. Non-Collusion Bidding Affidavit. The City requires that a Non-Collusive Bidding Affidavit be submitted with all bids pursuant to its authority according to the Section 103-d of the State of New York Finance Law. This Non-Collusive Bidding Affidavit, made part of the Proposer Information Form, must be executed in blue ink by the member, officer or employee of the Bidder who makes the final decision on prices and the amount quoted in the bid.

Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the Bidder with responsibilities for the preparation, approval or submission of the bid.

If a bid is submitted by a joint venture, each party to the venture must be identified in the bid documents, and a Non-Collusive Bidding Affidavit must be submitted separately on behalf of each party.

Failure to provide a Non-Collusive Bidding Affidavit in compliance with these instructions will result in disqualification of the bid.

2.0 SUBMISSION OF PROPOSALS

- A. Qualified individuals and/or Ride Companies shall submit their original Proposal, *plus one copy*, to City Comptroller Kathryn Mack City of Newburgh, 83 Broadway- 4th Floor, Newburgh, New York, 12550, **on or before** 4:00 P.M., (*Eastern Time*), Monday, August 2, 2017. Late submissions will not be accepted.
- B. Proposals shall be delivered to the City Comptroller at his office located in City Hall, 83 Broadway, 4th Floor, Newburgh, New York, 12550 by hand, mail or the other courier type services. Facsimile or electronic mail submittals will not be accepted.
- C. Proposals must be in a sealed envelope indicating both the company name and the words "**RFP for International Festival**" **clearly marked** on the outer envelope.
- D. The front cover of the Proposal shall clearly indicate firm name, address, telephone number(s), email address, if available, and the designated contact person's name.
- E. All signatures, with the exception of a Notary Public, must be signed in **blue ink**.
- F. Forms provided must be completed and submitted with Proposal in original form.
- G. Respondents shall submit one (1) original *plus one (1) copy* of their Proposal to the City Comptroller as indicated in the aforementioned, *Section 2.0*.

RFP FOR CARNIVAL RIDES, CONCESSIONS AND AMUSEMENTS
CITY OF NEWBURGH, NEW YORK

3.0 CONTENTS OF PROPOSALS

Proposals must contain and indicate compliance of the following information which shall be outlined in the order read below:

- A. The Ride Company shall provide the City with a Proposal outlining the number and type of carnival rides, amusements and concessions to be provided during the 2017 International Festival.
- B. The Ride Company must secure and maintain all proper policies of insurance coverage, co-insuring the City of Newburgh, NY, in scope and amount satisfactory to City, and must be properly permitted by the Orange County Health Department and otherwise as required by law.
- C. The Ride Company shall provide amusements, concessions and carnival rides at no cost to the City of Newburgh.
- D. The Ride Company shall propose to pay the City of Newburgh a set percentage of their entire proceeds over the total and complete duration of the Festival in said Proposal.
- E. The Ride Company shall provide such amusements, concessions and carnival rides with their own source of power and electricity.
- F. The Ride Company shall provide a set number of advertising posters at no cost to the City which shall be distributed by the City of Newburgh. The Ride Company shall propose the set number of posters in said Proposal.
- G. The Ride Company must supply tickets at no cost to the City of Newburgh.
- H. The Ride Company shall be fully responsible to provide all personnel.
- I. The Ride Company shall be responsible for maintenance and cleanliness of the immediate concession and amusement ride areas at all times.
- J. The successful Ride Company **must** provide a written accounting of the daily proceeds earned to the designated City of Newburgh representative (*To Be Determined*) at the conclusion of festival operations **each and every evening**.
- K. The successful Ride Company shall pay the City of Newburgh *at the end of each festival evening* the amount due to the City based on the accounting of proceeds earned and on the percentage proposed and awarded there from.
- L. Completed forms signed in **blue ink** by an officer of the Ride Company as provided in this RFP on pages 6 and 7 - *Proposer Information Form* and *Non-Collusion Bidding Affidavit*. These two (2) original documents **must be included** in the original Proposal when submitted. Proposals shall be appropriately marked *original* and *copy* prior to submission.
- M. Failure to comply with any of the stipulations specified in this RFP shall remove the Ride Company from consideration of any or all future City of Newburgh events.

RFP FOR CARNIVAL RIDES, CONCESSIONS AND AMUSEMENTS
CITY OF NEWBURGH, NEW YORK

4.0 TIME OF PERFORMANCE

- A. Festival Setup and Tear-Down Period. The successful Ride Company must begin setup at the Newburgh Recreation designated field, no earlier than Wednesday, August 30, 2017 at 12:00 P.M. The successful Ride Company must have all equipment removed from said location no later than 12:00 P.M. on Wednesday, September 6, 2017.
- B. Hours of Festival Operations. The successful Ride Company must have all personnel, rides and concessions ready to operate on the first day no later than 5:00 P.M. (Eastern Time) on Friday, September 1, 2017 and shall cease operations promptly at 11:00 P.M. that night.

Ride Company is responsible for all personnel, rides and concessions ready for carnival operations commencing at 12:00 P.M. for each of the remaining days: Saturday, September 2, 2017; Sunday, September 3, 2017; and, Monday, September 4, 2017.

Ride Company shall cease operations promptly at 11:00 P.M. on Friday, September 1, 2017; Saturday, September 2, 2017; and, Sunday, September 3, 2017.

Ride Company shall cease operations at end of Festival on Monday, September 4, 2017 promptly at 10:00 P.M., unless otherwise directed by a City of Newburgh official or designated representative.

5.0 QUESTIONS

Questions regarding this Request for Proposal (RFP) must be submitted in writing electronically to the attention of City Comptroller Kathryn Mack no later than 4:00 P.M., (Eastern Time), Friday, July 21, 2017 to: kmack@cityofnewburgh-ny.gov

6.0 WITHDRAWAL OF PROPOSAL

Proposals shall not be withdrawn for a period of forty-five (45) days subsequent to the submission deadline without the consent of the City of Newburgh Comptroller.

7.0 RIGHT TO REJECT/AWARD PROPOSAL

The City of Newburgh reserves the right to reject any and all Proposals. Contract award may be subject to approval by the Council of the City of Newburgh.

"AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER"

RFP FOR CARNIVAL RIDES, CONCESSIONS AND AMUSEMENTS
CITY OF NEWBURGH, NEW YORK

PROPOSER INFORMATION FORM

REQUEST FOR PROPOSALS

RFP #16.17

OPERATION OF CARNIVAL RIDES, CONCESSIONS AND AMUSEMENTS
FOR THE
29TH ANNUAL INTERNATIONAL FESTIVAL
CITY OF NEWBURGH, NEW YORK

I (We) hereby propose services for the operations of carnival rides, concessions and amusements for the City of Newburgh, New York as requested by the City in accordance with the RFP solicitation. By signing and submitting this Proposer Information Form for consideration by the City of Newburgh, I (We) acknowledge that I (We) have read, understand and agree to all aspects of the requirements of this RFP as presented without reservation or alteration.

COMPANY NAME _____

ADDRESS _____

PHONE NO. _____ FAX NO. _____

EMERGENCY TEL: _____ CONTACT: _____

EMAIL ADDRESS _____

TAX I.D. NUMBER _____

SUBMITTED BY _____
Signature in **BLUE Ink**

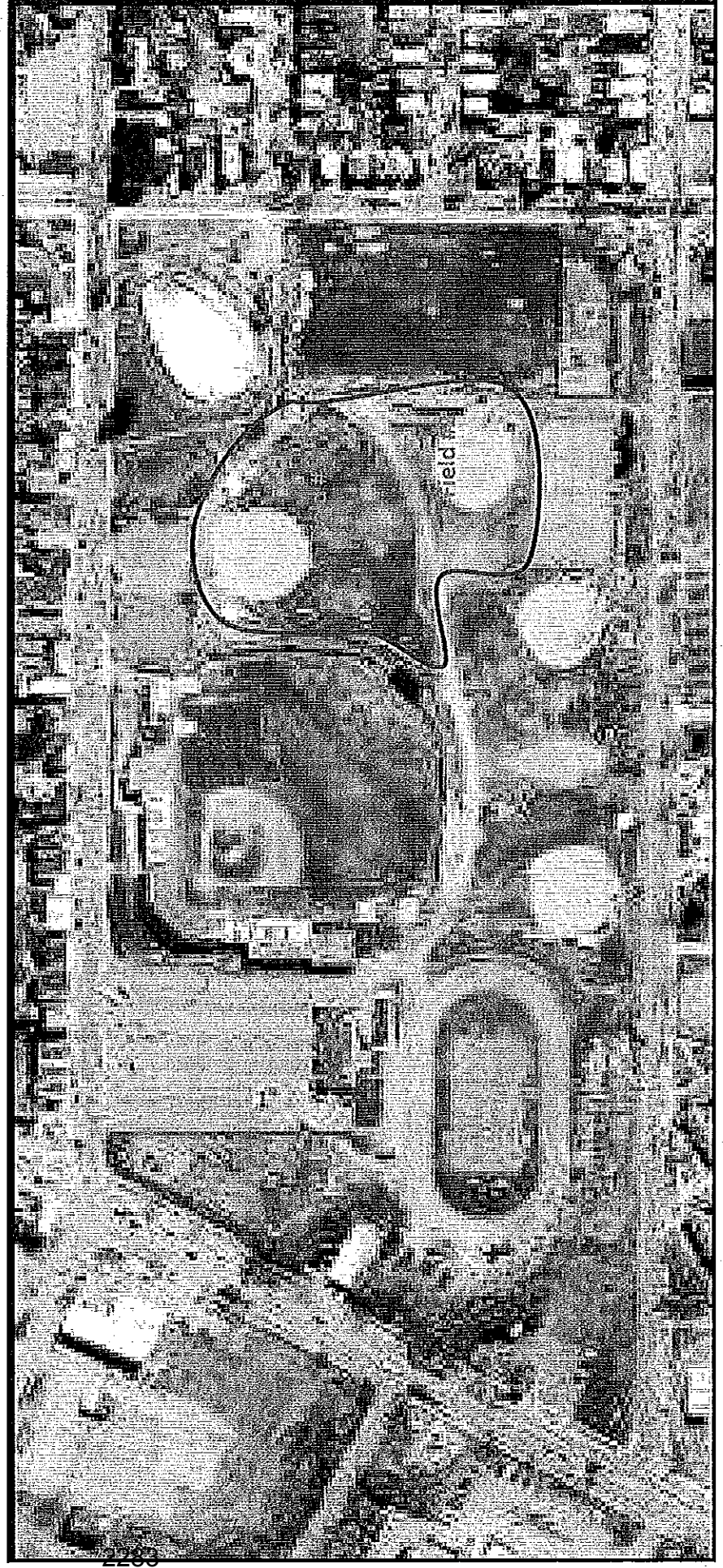
NAME/TITLE _____

DATED _____

Delano-Hitch Recreation Park

Field #1 - Carnival Rides, Concessions and Amusements

Field #2 - Vendors



RFP FOR CARNIVAL RIDES, CONCESSIONS AND AMUSEMENTS
CITY OF NEWBURGH, NEW YORK

PROPOSER INFORMATION FORM

REQUEST FOR PROPOSALS

RFP #16.17

OPERATION OF CARNIVAL RIDES, CONCESSIONS AND AMUSEMENTS
FOR THE
29TH ANNUAL INTERNATIONAL FESTIVAL
CITY OF NEWBURGH, NEW YORK

I (We) hereby propose services for the operations of carnival rides, concessions and amusements for the City of Newburgh, New York as requested by the City in accordance with the RFP solicitation. By signing and submitting this Proposer Information Form for consideration by the City of Newburgh, I (We) acknowledge that I (We) have read, understand and agree to all aspects of the requirements of this RFP as presented without reservation or alteration.

COMPANY NAME SHAMROCK SHOWS & AMUSEMENTS

ADDRESS 338 WILLOW TREE RD MILTON NY 12547

PHONE NO. 845-541-0759 FAX NO. _____

EMERGENCY TEL: 813 789 6022 CONTACT: JOANNE JOHNSON

EMAIL ADDRESS SHAMROCK SHOWS @ GMAIL . COM

TAX I.D. NUMBER 45-1476294

SUBMITTED BY 
Signature in **BLUE** Ink

NAME/TITLE COLIN O'KEEFE PRESIDENT

DATED 7/20/17

RFP FOR CARNIVAL RIDES, CONCESSIONS AND AMUSEMENTS
CITY OF NEWBURGH, NEW YORK

BIDS RECEIVED WITHOUT NON-COLLUSION BIDDING AFFIDAVIT WILL NOT BE ACCEPTED

NON-COLLUSION BIDDING AFFIDAVIT

City of Newburgh, New York

STATE OF New York)
COUNTY OF Ulster))SS

I, Colin O'Keefe of the (City, Town, Village) of MILTON
in the County of ULSTER in the State of New York,
of full age, being duly sworn according to law on my oath dispose and say that:

I am PRESIDENT, an officer of the firm of SHAMROCK SHOWS AMUSEMENT
the vendor making the Proposal for the above named work, and that I executed the said Proposal with
full authority to do so; that said bidder has not, directly or indirectly, entered into any agreement,
participated in any collusion, or otherwise in connection with the above named work; and that all
statements contained in said Proposal and in this affidavit are true and correct, and made with the full
knowledge that the City of Newburgh as Owner relies upon the truth of the statements contained in said
Proposal and in the statements contained in this affidavit in awarding the Contract for said work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such
Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent
fee, except bona fide employees or bona fide established commercial or selling agencies maintained by
CITY OF NEWBURGH. (Name of Agency)

Subscribed and sworn to by: _____

(Signature in Blue Ink)

Colin A. O'Keefe

(Print or type name and title of individual that signed above)

Before me this 21st day

of July, 2017

Danielle Cherubini
(Notary Public Signature)

Notary Public of State of NY, Ulster County

My commission expires June 17, 2021

Affix Notary Stamp/Seal

DANIELLE CHERUBINI
Notary Public, State of New York
Qualified in Ulster County
No. 01CH6284534
Commission Expires June 17, 2021



338 Willow Tree Rd. • Milton, NY 12547
Phone: 845-795-1263 • Fax: 845-795-2345

A. SHAMROCK SHOWS AND AMUSEMENTS WILL BRING 12-14 RIDES AND 6-10 GAMES AND 3 CONCESSION TRAILERS DURING THE 2017 INTERNATIONAL FESTIVAL

B. SHAMROCK SHOWS AND AMUSEMENTS WILL PROVIDE PROPER INSURANCE COVERAGE, CO LISTING CITY OF NEWBURGH NY IN SCOPE AND AMOUNT SATISFACTORY TO CITY, AND WILL HAVE PROPER PERMITS FOR ORANGE COUNTY HEALTH DEPT.

C. SHAMROCK WILL PROVIDE AMUSEMENTS CONCESSIONS AND CARNIVAL RIDES AT NO COST TO THE CITY OF NEWBURGH

D. SHAMROCK SHOWS AND AMUSEMENTS SHALL PAY THE CITY OF NEWBURGH 35% OF THE ENTIRE PROCEEDS OVER THE TOTAL DURATION OF THE FESTIVAL.

E. SHAMROCK SHOWS AND AMUSEMENTS SHALL PROVIDE ELECTRICITY FOR ALL AMUSEMENTS CONCESSIONS AND CARNIVAL RIDES.

F. SHAMROCK SHOWS AND AMUSEMENTS WILL PROVIDE 100 ADVERTISING POSTERS AT NO COST TO THE CITY OF NEWBURGH WHICH SHALL BE DISTRIBUTED BY THE CITY

G. SHAMROCK SHOWS WILL PROVIDE TICKETS AT NO COST TO THE CITY

H.SHAMROCK SHOWS WILL BE FULLY RESPONSIBLE TO PROVIDE PERSONNEL.

I.SHAMROCK SHOWS WILL CLEAN AND PROVIDE MAINTENANCE TO ALL IMMEDIATE CONCESSION AND AMUSEMENT RIDES AT ALL TIMES

J.SHAMROCK SHOWS WILL PROVIDE A WRITTEN ACCOUNT OF THE DAILY PROCEEDS EARNED TO THE DESIGNATED CITY OF NEWBURGH REPRESENTATIVE AT THE CONCLUSION OF EACH AND EVERY NIGHT.

K.SHAMROCK SHOWS WILL PAY THE CITY OF NEWBURGH AT THE END OF EACH EVENING THE AMOUNT DUE TO THE CITY OF NEWBURGH .

SHAMROCK SHOWS WILL SET UP NO EARLIER THAN WEDNESDAY AUGUST 30th 2017 AT 12:00 P.M. SHAMROCK SHOWS WILL HAVE ALL EQUIPMENT REMOVED FROM LOCATION NO LATER THAN 12:00 P.M. ON WEDNESDAY SEPT 6TH 2017

SHAMROCK SHOWS WILL HAVE ALL PERSONNEL RIDES AND CONCESSIONS READY TO OPERATE ON THE FIRST DAY NO LATER THAN 5:00 P.M. ON FRIDAY SEPT 1st 2017 AND CEASE OPERATIONS AT 11:00 P.M.

SHAMROCK SHOWS WILL BE FULLY OPERATIONAL AT 12:00 P.M. ON SEPT 1st 2nd AND 3rd AND CEASE OPERATION AT/ 11:00 P.M. AND AT 10:00 P.M. ON THE 4TH UNLESS OTHERWISE DIRECTED BY CITY OFFICIAL OR REPRESENTATIVE

RESOLUTION NO.: 222 - 2017

OF

AUGUST 14, 2017

RESOLUTION AMENDING RESOLUTION NO: 310A-2016,
THE 2017 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK
FOR AN ADJUSTMENT TO THE SEWER FUND TO INCREASE REVENUE FOR SEWER
SLUDGE CREDIT AND EXPENSE - SEWER OTHER SERVICES

WHEREAS, adjustments to the 2017 Budget are necessary to fund unanticipated expenses related to the North Interceptor Sewer Emergency; and

WHEREAS, the total cost of the North Interceptor Sewer Emergency was \$673,530.99 of which CDBG funded \$433,172.04 and the remaining funding of \$240,358.95 will come from the Sewer Fund; and

WHEREAS, the current balance in G.8120.0208.0000.0000 is \$212,000.00 and the shortage will be made up from Sewer Sludge Credits received so far this year which total \$49,555.20; and

WHEREAS, it is necessary to adjust the Sewer Fund through a budget amendment to reflect Sewer Sludge Credits received are applied to the North Interceptor Sewer Emergency expenditures; 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.: 310A-2016, the 2017 Budget of the City of Newburgh, is hereby amended as follows:

	<u>Increase</u>
Revenue: G.0000.2700 - Sludge Credit	\$49,555.20
Expense: G.8120.0208 - Construction & Major Alt	<u>\$49,555.20</u>
TOTAL:	\$49,555.20

RESOLUTION NO.: 223 - 2017

OF

AUGUST 14, 2017

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN
AS 85 LANDER STREET (SECTION 23, BLOCK 3, LOT 19)
AT PRIVATE SALE TO PAULIEN LETHEN FOR THE AMOUNT OF \$1,900.00

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 85 Lander Street being more accurately described as Section 23, Block 3, Lot 19 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 purchaser 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 November 17, 2017, 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>
85 Lander Street	23 - 3 - 19	Paulien Lethen	\$1,900.00

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 of Sale 85 Lander Street, City of Newburgh (23-3-19)

STANDARD TERMS:

1. City of Newburgh acquired title to this property 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. 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.
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. 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.

9. 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.
10. 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.
11. 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 November 17, 2017. 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.
12. 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.
13. 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.
14. 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.**
15. 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.
16. 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 ten (10) days in advance of closing title and approved by the City's Engineer.

17. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
18. 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.: 224 - 2017

OF

AUGUST 14, 2017

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 170 RENWICK STREET (SECTION 45, BLOCK 14, LOT 15)
AT PRIVATE SALE TO REINA CALIX FOR THE AMOUNT OF \$29,000.00

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 170 Renwick, being more accurately described as Section 45, Block 14, Lot 15 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer have 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 purchasers be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser 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 November 17, 2017, 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>
170 Renwick Street	45 - 14 - 15	Reina Calix	\$29,000.00

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 170 Renwick Street, City of Newburgh (45-14-15)

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 except that where the water meter reading nets a usage to the purchaser of less than 6 units for the quarterly bill, the purchaser shall be responsible for a minimum water and sewer bill of 6 units.
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 occupied. This parcel is being sold subject to the City's Rental License Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the property and remit the rental license 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 November 17, 2017. 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.: 225 - 2017

OF

AUGUST 14, 2017

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 39 CITY TERRACE (SECTION 29, BLOCK 4, LOT 13)
AT PRIVATE SALE TO CAIRI JOHNSON FOR THE AMOUNT OF \$10,000.00

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 39 City Terrace, being more accurately described as Section 29, Block 4, Lot 13 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer have 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 purchasers be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser 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 November 17, 2017, 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>
39 City Terrace	29 - 4 - 13	Cairi Johnson	\$10,000.00

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

39 City Terrace, City of Newburgh (29-4-13)

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 except that where the water meter reading nets a usage to the purchaser of less than 6 units for the quarterly bill, the purchaser shall be responsible for a minimum water and sewer bill of 6 units.
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 occupied. This parcel is being sold subject to the City's Rental License Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the property and remit the rental license 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 November 17, 2017. 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.: 226 - 2017

OF

AUGUST 14, 2017

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN
AS 251 FIRST STREET (SECTION 29, BLOCK 3, LOT 6) AND
253 FIRST STREET (SECTION 29, BLOCK 3, LOT 5) AT PRIVATE SALE
TO DAVID FORBES FOR THE AMOUNT OF \$3,570.00

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 251 First Street and 253 First Street, being more accurately described as Section 29, Block 3, Lots 6 and 5, respectively, on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has offered to purchase these properties 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 properties 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 purchaser 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 November 17, 2017, being 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>
251 First Street	29 - 3 - 6	David Forbes	\$1,785.00
253 First Street	29 - 3 - 5		\$1,785.00

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

#226-17

Terms and Conditions of Sale
251 First Street, City of Newburgh (29-3-6)
253 First Street, City of Newburgh (29-3-5)

STANDARD TERMS:

1. City of Newburgh acquired title to this property 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. 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.
7. 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.

8. 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.
9. 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.
10. 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 November 17, 2017. 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.
11. 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.
12. 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.
13. 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.**
14. 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.
15. 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 ten (10) days in advance of closing title and approved by the City's Engineer.
16. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.

17. 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.: 227 - 2017

OF

AUGUST 14, 2017

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL
AND EXECUTE A CONTRACT WITH THE CHAZEN COMPANIES IN
AN AMOUNT NOT TO EXCEED \$25,000 FOR
THE DESIGN AND CONSTRUCTION MANAGEMENT OF
THE REV. DR. MARTIN LUTHER KING, JR. PARK

WHEREAS, the City of Newburgh has duly advertised for proposals for the design and construction management of the Rev. Dr. Martin Luther King, Jr. Park; and

WHEREAS, five (5) proposals were received and reviewed; and

WHEREAS, upon review and evaluation of the proposals submitted, the staff recommends that a contract for design and construction management services be awarded to The Chazen Companies; and

WHEREAS, the Chazen proposal includes surveying, design, bid preparation and subdivision of the Rev. Dr. Martin Luther King Park at a lump sum cost of \$20,850 plus \$900 per diem for bid package preparation for a total amount not to exceed \$25,000 with such funding to be derived from CDBG FY 2016 - Park Improvements Project - Activity Code 545 CD1.8125-0448.0545.2016 - Park Improvements; and

WHEREAS, this Council has reviewed the proposal and determined that entering into a contract with The Chazen Companies is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and to execute a contract with The Chazen Companies in an amount not to exceed \$25,000.00 for professional design and construction management services in connection with the Rev. Dr. Martin Luther King, Jr. Park.

#1227-17



Engineers ♦ Land Surveyors ♦ Planners ♦ Environmental & Safety Professionals ♦ Landscape Architects

CITY OF NEWBURGH

Proposal for MLK Park Landscape Design Services



Prepared for:
Kathryn Mack
City Comptroller
City of Newburgh
Comptroller's Office, 4th Fl
City Hall
83 Broadway
Newburgh, NY 12550

Proposal Contact:
James A. Rymph, RLA,
LEED® AP
Principal,
Director,
Landscape Architecture
The Chazen Companies
21 Fox Street
Poughkeepsie, NY 12601

July 26, 2017

Proposal #PM17-155

July 26, 2017

Ms. Kathryn Mack
City Comptroller
City of Newburgh
Comptroller's Office, 4th Floor, City Hall
83 Broadway
Newburgh, NY 12550

Re: *MLK Park Landscape Design Services*
Colden Street and Water Street, City of Newburgh, Orange County, New York
Chazen Proposal #PM17-155

Dear Comptroller Mack:

Thank you for the opportunity to submit our proposal to redevelop a community asset, Rev. Dr. Martin Luther King, Jr. (MLK) Park, in the City of Newburgh. Our team will bring expertise, experience and enthusiasm to this project. We will offer a fresh perspective that respects the nature of the park space to produce a creative and effective plan for the revitalization of MLK Park as a cherished social/cultural resource in the community.

We hope that our approach and understanding of the project, coupled with our project experience, will demonstrate that **The Chazen Companies** is the best firm for this project. Please consider the following as you make your selection:

- ***We have experience with the City!***

Chazen has had an ongoing relationship for many years with the City, providing an array of services to the Engineering Department, DPW and others within City Hall, and we are currently working with the City to identify the needs for and addressing ADA compliance at street curb ramps.

- ***We have extensive park experience!***

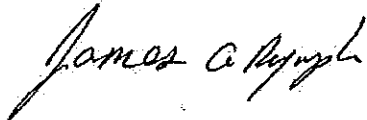
Although no two projects or communities are the same, many share the same challenges. The key component of this project is to identify the park space's unique attributes and meld those with your vision for the park. Having completed numerous successful municipal park projects in the last few years, we understand the balance of quality, cost and longevity. Most recently we have worked with the Cities of New Rochelle (2016-2017) and Cohoes (2017-current) to develop unique, small scale pocket parks.

- ***We have the right team!***

While much of our past experience with the City has been engineering and/or survey related, we are excited to demonstrate the capabilities and quality of our landscape architectural team! We have appointed seasoned staff to lead the project with expertise in *park planning* and *construction*. Our LA-led team will be bolstered by our in-house survey, engineering and construction departments to deliver first class work products.

Please feel free to contact me with any questions at (845) 454-3980 or arymph@chazencompanies.com. We look forward to working with you.

Sincerely,



James A. Rymph, RLA, LEED® AP
Principal, Director - Landscape Architecture

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Cover Letter

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1. Company Profile



Firm Introduction

The Chazen Companies was founded in the historic Hudson Valley region of New York in 1947. We provide engineering, land surveying, planning, environmental and safety consulting, landscape architecture and construction services to clients throughout the Northeast. We focus on creating effective, long-term partnerships while delivering world class levels of performance from our offices in the Capital District, Hudson Valley, Westchester, North Country, Central New York and Nashville, Tennessee.

Chazen is an employee-owned firm representing municipalities, agencies, developers, landowners, utilities, institutions, industries and not-for-profits. We closely review emerging technologies and practices to ensure that our clients are introduced to high-value, reliable, cost-effective practices. From project concept to completion, we collaborate closely with clients, taking a customized approach to every project.

For over 70 years, Chazen has been designing and producing parks for communities throughout the Hudson Valley. We know the process from start-to-finish, and understand the importance of beginning with an inventive, successful plan for a park's revitalization. Our landscape architects bring a fresh, creative perspective to the planning process, while our engineers ensure the spaces are functional. The team we have proposed to assist the City of Newburgh loves what they do, and it will show in product they will produce for the City. We are proud to help the surrounding communities revive their parks and recreation resources, and hope to do the same for the City of Newburgh by revitalizing the Rev. Dr. Martin Luther King, Jr. Park.

ALBANY BUSINESS REVIEW



2015 BEST PLACES TO WORK



Areas of Practice

ENGINEERING

- Municipal Planning and Engineering
- Civil & Site Engineering
- Structural and Geotechnical Engineering
- Utility Engineering
- Transportation Planning and Engineering
- Wastewater Collection and Treatment
- Water Supply, Treatment and Distribution
- Stormwater Management and Compliance

LANDSCAPE ARCHITECTURE

- Parks and Recreation Planning and Design
- Athletic Facility Planning and Design
- Campus Planning and Facility Improvements
- Site Lighting and Landscape Enhancements

SURVEYING

- Boundary, Topographic and Utility Surveys
- Underground Utility Locating
- 3D High Definition Laser Scanning

PLANNING

- SEQRA/Environmental Planning
- Local/State Approvals and Permitting
- Land Use and Comprehensive Planning
- Grant Writing

ENVIRONMENTAL

- Environmental Assessment and Remediation
- Brownfield Redevelopment
- Water Resource Management
- Ecological Studies
- Wetland Delineation and Permitting

CODE SERVICES

- Municipal Support, Review and Inspections
- Building Code Evaluation

CONSTRUCTION SERVICES

HEALTH AND SAFETY SERVICES

Office Locations

Hudson Valley Office

21 Fox Street
Poughkeepsie, New York 12601
P: 845.454.3980 F: 845.454.4026

Westchester Office (White Plains)

Capital District Office (Troy)
North Country Office (Queensbury)
Central NY Office (Syracuse)
Nashville Office (Nashville, TN)

2. Project Understanding & Approach

PROJECT UNDERSTANDING

Based upon review of the information contained in the project RFP, we have the following project understanding:

- The City has an important existing cultural asset (bust of Rev. Dr. Martin Luther King, Jr.) that is envisioned to be the centerpiece of a pocket park at the intersection of Colden Street and Water Street. Recent signal work at the intersection improved circulation in and around the park space, however, conflicts with the view of and setting for the bust. This conflict shall be rectified by the project and place the bust in a prominent orientation to visitors and patrons of the park.
- The primary goals of the project are to:
 - Assess the current conditions and programming of the park;
 - Design a park space that is attractive, inviting and culturally sensitive;
 - Explore and analyze the potential of a columbarium for the displaced historic "Colored Cemetery";
 - Develop construction documents (plans, specs, estimate) for public bidding;
 - Construct the recommended baseline park improvements; and
 - Subdivide the parcel of land associated with the pocket park.

PROJECT APPROACH

From our experience, there are a few key areas of focus which are essential to successful partnerships on public park projects. We would like to highlight these following areas in our approach.

Communication

An effective exchange of information at the on-set of the project is paramount to its success. Our approach is collaborative, emphasizing extensive and ongoing communication. Our first priority will be to meet with the City representatives and project stakeholders at the site to ensure our team fully understands the unique landscape setting of the park and the collective goals of the project. This meeting is important to establish relationships, ensure a comprehensive information exchange occurs and to develop the most effective protocol for communication. As the project develops, we will meet with the City representatives a minimum of three (3) times and be available for phone/video conference as needed.

Work Plan

An effective work plan creates a roadmap for all the project partners to follow throughout all phases of the project. An important item we focus on in developing a work plan is to create an interactive project schedule (Microsoft Office Gantt chart) identifying critical path items and milestones, and update this throughout the project.

Illustrating the Vision

Interpretation of plan documents varies widely from person to person. Some people can easily understand/read plans and some are inherently not three-dimensional thinkers. The use of high quality planimetric and perspective graphics is very important to understand what is being proposed and what the park will look like – this is essential for getting project stakeholder buy-in and to garner community support for the project (Refer to Section 4 for project examples). When supported and understood, the remaining technical portions of the project are significantly easier to process and administer.

SCOPE OF SERVICES

The Chazen Companies has no exceptions to the generalized scope outlined in the RFP and proposes to complete the project tasks as outlined in the following manner, understanding the project will be generally developed in four (4) phases:

- Inventory and Assessment
- Draft Design
- Final Design and Permitting
- Construction

2. Project Understanding & Approach

The following is a more detailed description and clarification of our proposed scope of services.

Task 1 – Survey Services

An existing conditions survey will be prepared demonstrating the topographic and utility features and property boundaries of the project site. The survey will include sufficient detail and extent to support the evaluation of constraints and the design of the park. The contour will be 1 foot on NAVD 88 vertical datum. The horizontal datum will be NAD 83. Underground utilities locations will be based upon record mapping provided by the City and in coordination with DigSafely NY.

Deliverable – Topographic survey in digital format, and a signed/sealed hardcopy.

Task 2 – Draft and Final Design Documents (Plans, Technical Specs, Estimate)

The RFP clearly states the scope for this task. We offer the following clarification to our delivery of our services. The design process will begin with a project kick-off meeting and site visit to review the existing conditions, project goals, programming and preliminary schedule. Following this meeting, Chazen will prepare a site analysis plan and schematic design plan. This plan will be illustrative in nature and suitable for public presentation. The results of the public/municipal feedback from this plan should galvanize the project goals with a plan of action that can be carried forth to design development.

The next step will be for Chazen to prepare a set of preliminary construction plans correlated to an engineer's estimate. We encourage an estimate being prepared prior to final drawing preparation. The preliminary construction documents will also be submitted to the City for review and comment, offering a second round of comments likely more technical in nature, prior to producing the final construction drawings, technical specifications and cost estimate.

For permitting, it is assumed that a portion of the work will occur within the road ROW, thereby requiring a work permit. The preliminary construction drawings should be sufficient to submit to the agency for permit processing at this stage, expediting the review process.

Deliverables – Digital and Hardcopies of Site Analysis Plan/Schematic Design Plan, Draft Construction Documents, Permit Application and Final Construction Documents.

Task 3 – Bid Package Preparation

The project will be required to comply with municipal bidding laws and MWBE participation requirements. The project manual is understood to be a joint effort between the City and Consultant using the technical documents prepared under Task 2. We are well versed in crafting municipal bid packages that incorporate these requirements. At the City's discretion, Chazen is prepared to handle some or most of the work necessary for solicitation of bids and processing bid results. A per diem fee is presented later in this section for your consideration.

Deliverables – TBD

Task 4 – Construction Phase Services

For municipal construction projects, Chazen has provided varying levels of service to support our clients. Typically, our level of involvement is dictated by two factors: the permitting agency requirements for inspection (full-time/part-time) and capacity of and/or level of participation from our municipal partners. We are highly qualified to process both the contract administration and inspection portions of the project (with a group of NYSDOT certified inspectors based in our Poughkeepsie office).

Deliverables – TBD

Task 5 – Subdivision Plat

Chazen will prepare a minor subdivision plat in accordance with City of Newburgh Code Chapter 266. A metes and bounds description will be prepared for the park parcel. The final approved subdivision map will be recorded with the Orange County Clerk's office.

2. Project Understanding & Approach

Limitations -- Our scope and cost does not include monumenting missing or disturbed property corners. We also anticipate a waiver from subdivision section 266-8(5), which requires topo within 500 feet of the site, as we do not feel it is necessary and/or beneficial for purposes of this subdivision. Recording fees with the Orange County Clerk's Office shall be the responsibility of the client and are not itemized or included in this scope.

Deliverable -- Certified copies of the Final Approved Minor Subdivision Plat will be provided to the client.

SCHEDULE

The Chazen Companies can begin working in earnest on the project within two (2) weeks of authorization. We are capable and prepared to meet the stated project schedule, albeit aggressive, to complete Tasks 1 and 2 by September 15, 2017.

COST PROPOSAL

The Chazen Companies propose to deliver our services in accordance with the following:

Task 1 -- Survey Services	\$5,200 lump sum*
Task 2 -- Draft and Final Design (PSE Docs.)	\$12,700 lump sum*
Task 3 -- Bid Package Preparation	\$900 per diem
Task 4 -- Construction Phase Services	\$N/A (not included at this time)
Task 5 -- Subdivision Plat	\$2,950 lump sum*

**Our lump sum tasks include reimbursable expenses.*

3. Key Project Personnel

At Chazen, we believe that our staff is our most valuable asset. Our professionals are licensed and certified, and we encourage them to continuously advance their skills throughout their careers.

Our operational strategy for the City's project is to support a leading industry professional with a studio of landscape architects and engineers. By blending the creative attributes of our landscape architect staff with the analytical qualities of our engineers, we can prepare quality designs that are not only creative and dynamic, but also functional, affordable and sustainable.

As a multi-disciplinary firm of over 120 employees, additional landscape architects, engineers, planners, environmental and safety professionals and administrative staff are ready to serve the City and support the project team presented herein as necessary. Below are brief biographies of key project personnel, followed by their resumes.



JAMES A. RYMPH, RLA, LEED® AP Principal, Director, Landscape Architecture

Project Role: Client Manager, Principal-in-Charge

Mr. Rymph has over 19 years of landscape architecture experience in the Hudson Valley and Capital District Regions. His responsibilities include leadership for public parks and recreational projects, capital projects for educational institutions, and a wide variety of private land development projects. Mr. Rymph has extensive experience in client management and leading teams for the creation or revitalization of municipal waterfront and civic parks, recreational tourist destinations, regional trail way systems, streetscape enhancements and public school athletic facilities. Throughout his career, Mr. Rymph has focused on maximizing value delivered to his municipal clients by balancing design creativity with expectations of project funding and optimal functionality.



KEVIN J. HASSELWANDER Project Manager, Landscape Architect

Project Role: Project Manager, Design Leadership

Mr. Hasselwander is a landscape designer with over 10 years of richly creative experience. His repertoire includes a wide selection of municipal, institutional, academic, commercial and residential projects ranging in scale from intimate courtyards to overall comprehensive master plans. His project involvement runs across the spectrum from putting pen to paper during concept design to managing projects through construction documentation and implementation. Before joining the Chazen team, he spent many years at Robert A.M. Stern Architects in New York City, honing his abilities as a designer as well as enhancing his knowledge of innumerable creative and historic design precedents in all aspects of landscape architecture.



KELSEY CARR, LEED® AP BD+C Project Engineer

Project Role: Civil Engineering

Ms. Carr is a Project Engineer with over eight years of experience. Her responsibilities include site investigation, design and analysis, code studies, technical studies/reports, analytical models, cost estimates, the completion of regulatory applications, as well as construction administration/inspections, stormwater pollution inspections and project management. She is experienced in all aspects of sustainable site design and is Chazen's LEED® design expert.



STEVEN J. ALEX, P.L.S. Senior Principal, Vice President, Land Surveying Services

Project Role: Land Survey

With over 34 years of experience in land surveying and land development, Mr. Alex works closely with many regional municipalities, state agencies, developers, attorneys and title companies, providing high quality land surveying services, consultation and problem-solving surveying solutions from project inception through completion. As Senior Principal and Vice President of Surveying Services, Mr. Alex is responsible for the overall program direction, quality assurance, and management of survey services and coordination of survey personnel throughout Chazen's network of offices.



JAMES A. RYMPH, RLA, LEED® AP

Principal, Director, Landscape Architecture

Mr. Rymph has over 19 years of diverse landscape architecture experience. His responsibilities include concept and design development for municipal park and recreational facilities, educational institutions, and private land development projects. He has particular expertise in providing project management and technical design leadership for development of municipal parks and recreational trails. Mr. Rymph has extensive experience in coordination and preparation of Landscape Architectural documentation for the creation or revitalization of municipal waterfront and civic parks, recreational tourist destinations, regional trail way systems and active recreation facilities. Mr. Rymph has also been involved with municipal projects to create or enhance pedestrian streetscape networks and waterfront areas.

EDUCATION

BA, Landscape Architecture,
University of Georgia, School of
Environmental Design, 1996

REGISTRATION

Landscape Architect NY 001931

AFFILIATIONS

American Society of Landscape
Architects

CERTIFICATIONS

LEED® Accredited Professional
NGI Charrette System Program
Training

PROJECT EXPERIENCE

• Putnam Town Park

Putnam Station, NY

Design and Construction Phase Services
for Access to, and Creation of, a New
Waterfront Park, Pavilion and Canoe
Launch Along Lake Champlain

Role: Lead Designer, Project Manager

• Burling Lane Park

New Rochelle, NY

Design and Construction Documents for
Creation of a New Pocket Park Linking the
Pedestrian Bridge over I-95 to Station
Plaza North (park currently in construction)

Role: Lead Designer, Project Manager

• Lincoln Depot Plaza

Peekskill, NY

Site Plans, Grading, Landscape and
Lighting Plans, Technical Specifications
and Bid Forms for Park Redevelopment

Role: Design Leadership

• Riverfront Park

Stillwater, NY

Development of an 18.34-Acre Riverfront
Park Providing Enhanced Physical and
Visual Access to the Hudson River,
Including a Picnic Pavilion, Perimeter
Walking Path and Canoe/Kayak Launch

Role: Lead Designer, Project Manager

• Glen Hollow Town Park

Stillwater, NY

Prepared Conceptual Design and
Construction Documents for a New Town
Park including Bike/Pedestrian Trails,
Athletic Facilities, Concession Stand,
Pavilion and Other Landscape Features

Role: Lead Designer, Project Manager

• Cohoes Veteran's Park

Cohoes, NY

Concept Design and Construction
Documentation for Revitalization and
Expansion of the Existing Veteran's
Memorial Park

Role: Project Manager

• Ives Park Reconstruction

Potsdam, NY

Design and Construction Documents for
Park Enhancements, Pathways, a
Natural Playground and a Canoe/Kayak
Launch

Role: Project Manager

• Fort de la Présentation

Ogdensburg, NY

Development of a Cultural Park Concept
Plan for Historic Lighthouse Point.
Project included a Trail Network,
Interpretive Education Areas, Wayfinding
and Interpretive Signage, Parking and
Access

Role: Lead Designer, Project Manager

• Hudson Headwaters Health Network (HHN), Warrensburg Health Center

Warrensburg, NY

Construction of a New Public Park and
Healing Garden as Complementary Site
Features for a New Healthcare Facility

Role: Design Leadership

• Canal Square Park

Cohoes, NY

Site Assessment, Conceptual Design,
Estimating and Renderings Re-imagining
Cohoe's Primary Downtown Park.

Role: Project Manager



KEVIN J. HASSELWANDER

Project Manager, Landscape Architect

Mr. Hasselwander is a landscape designer with over 10 years of richly creative experience. His repertoire includes a wide selection of municipal, institutional, academic, commercial and residential projects ranging in scale from intimate courtyards to overall comprehensive master plans. His project involvement runs across the spectrum from putting pen to paper during concept design to managing projects through construction documentation and implementation. Before joining the Chazen team, he spent many years at Robert A.M. Stern Architects in New York City, honing his abilities as a designer as well as enhancing his knowledge of innumerable creative and historic design precedents in all aspects of landscape architecture.

EDUCATION

BS, Landscape Architecture,
Cornell University, 2006

AFFILIATIONS

American Society of Landscape
Architects

PROJECT EXPERIENCE

- **City of Cohoes Remsen Street & Canal Square Park**
Cohoes, NY
Design and renderings re-imagining Cohoe's historic downtown center.
Role: Landscape Architect, Project Manager
- **City of Troy Riverfront Park**
Troy, NY
Prepared site inventories, sketches, designs and presentations to the City for the Riverfront North Extension.
Role: Landscape Architect
- **City of Troy CFA Concepts**
Troy, NY
Design and renderings re-imagining an assortment of waterfront sites throughout Troy including the Green Island Bridge gateway and improvements along Front Street.
Role: Landscape Architect, Project Manager
- **Long Wharf Slip Development**
St. John, NB
Prepared design concepts, site models, and attended many community board meetings for the sustainable redevelopment of a cruise ship berth into a sweeping urban park and trail system.
Role: Landscape Architect, Project Manager
- **Winnakee Land Trust**
Dutchess County, NY
A trail feasibility and planning report for Northern Dutchess County including design, mapping and cost estimates.
Role: Landscape Architect
- **Durkee Street**
Plattsburgh, NY
A mixed-use development opportunity incorporating many layers of circulation including riverfront trails, downtown connections and a pedestrian waterfront promenade.
Role: Landscape Architect
- **Warrensburg Riverfront Park**
Lake George, NY
Development of winding park trails, boardwalk, interpretive signage system, kayak launch and active lawn with pavilion.
Role: Landscape Architect
- **Cohoes Veteran's Park**
Cohoes, NY
Concept design and construction documentation for revitalization and expansion of the existing Veteran's Memorial park.
Role: Landscape Architect
- **Brown's Beach**
Stillwater, NY
Revitalization of a public waterfront park on Saratoga Lake, including beach restoration, passive recreation areas, an open-air pavilion and public access improvements.
Role: Landscape Architect
- **Hudson Headwaters Health Network (HHN) – Warrensburg Health Center**
Warrensburg, NY
Construction of a new public park and healing garden as complementary site features for a new healthcare facility.
Role: Design Leadership



KELSEY L. CARR, CPMSM, LEED® AP BD+C, GRPO CM

Project Engineer/Sustainability Coordinator

Ms. Carr has over eight years of progressively responsible experience in all aspects of site design including commercial, residential, institutional, municipal and LEED® certified projects. Her responsibilities include project management, site investigation, design and analysis, code studies, technical studies/reports, analytical models, "green" feasibility reviews, cost estimating, regulatory applications, as well as construction administration/inspections and stormwater pollution inspections. She has extensive experience in climate resilient and sustainable site elements and acts as Chazen's Sustainability Coordinator.

PROJECT EXPERIENCE

EDUCATION

BS, Civil Engineering, Syracuse University's LC Smith College of Engineering and Computer Science, 2008

ACCREDITATIONS

Certified Professional in Municipal Stormwater Management

LEED® Accredited Professional in Building Design + Construction

AFFILIATIONS

Co-Chair, Women of Excellence Nomination Committee/Member, Steering Committee – Women's Business Council of the Capital Region Chamber

Member, Board of Trustees – The Leukemia & Lymphoma Society (LLS) Upstate NY/VT Chapter

Member, Board of Directors – Concerned for the Hungry, Inc., Schenectady, NY

AWARDS

2017 Young Philanthropist Impact Award – The Stakeholders, Inc.

2016 40 Under 40 Award – Albany Business Review

2016 Woman of the Year – The Leukemia & Lymphoma Society (LLS) Upstate NY/VT Chapter

2015 Women of Excellence Award, Emerging Professional – Capital Region Chamber

THE
Chazen
COMPANIES®
1947 2017 70 YEARS

• Ives Park Access Improvements

Potsdam, NY

Developed pedestrian improvements for Ives Park, a Victorian park located along the Raquette River in downtown Potsdam. Major design objectives were to reconstruct and align new pedestrian circulation pathways, design of a new open-air farmer's market pavilion, provide an accessible canoe/kayak launch, revegetate the existing shoreline for erosion control and geese deterrent, provide new LED pedestrian scale lighting, construct a natural playground area, and enhance the pedestrian environment through the installation of new river walk swings, benches and picnic areas.

Role: Project Engineer

• Hudson Headwaters Health Network (HHN), Warrensburg Health Center

Warrensburg, NY

Design and construction of a two-story, state-of-the-art, health center facility. A complementary part of the project included a new public park at the intersection of Route 9 and a healing garden. As a project engineer and the client manager, Ms. Carr was responsible for design of site layout, pedestrian access and utility/stormwater infrastructure, as well as NYSDOT coordination and permitting.

Role: Project Manager, Lead Engineer

• Lake George Route 9 Gateway

Lake George, NY

Design of site amenities, landscaping and stormwater management. Stormwater currently collected within the Route 9 ROW discharges to West Brook untreated. Once complete, this project will intercept large quantities of runoff within this watershed and reroute it to green infrastructure techniques, including rain gardens, bioretention filters, tree pits with underground infiltration piping, depressed landscape medians and porous surfaces

Role: Lead Project Engineer

• SUNY at Albany, Purple Path & Indian Pond Enhancements

Albany, NY

Design and construction services for pedestrian improvements in three areas of campus. Design of the pathways, pedestrian nodes and seating areas were developed to meet the University's short and long-term goals of providing a safer, more appealing pedestrian circulation system benefiting the student body and public at large. The \$2.5M construction project involved renovation of two primary campus entrances, walk/bike/ped trails, integration of a 100-foot long pedestrian bridge over the pond, pedestrian seating/observation areas, pedestrian lighting, landscaping and site furnishings, signage, and stormwater management.

Responsible for preparation of contract drawings, specifications, SWPPP report, construction administration and inspection services.

Role: Project Engineer

• Capital Roots Urban Grow Center

Troy, NY

Redevelopment of an abandoned urban site with the goals of renovating the existing building and establishing a sustainable site design consistent with the non-profit organization's mission. Helped to prepare a successful grant application to the NYS Environmental Facilities Corporation (EFC) through their Green Innovation Grant Program (GIGP) and aided in the design of green infrastructure techniques including a green roof on the building addition, a porous pavement parking lot, a bioretention/rain garden, and a rainwater harvesting cistern to support site irrigation and internal grey water applications.

Role: Project Engineer



STEVEN J. ALEX, P.L.S.

Senior Principal, Vice President, Land Surveying Services

With over 34 years of experience in land surveying and land development, Mr. Alex works closely with many regional municipalities, state agencies, developers, attorneys and title companies, providing high quality land surveying services, consultation and problem-solving surveying solutions from project inception through completion. As Senior Principal and Vice President of Surveying Services, Mr. Alex is responsible for the overall program direction, quality assurance, and management of survey services and coordination of survey personnel throughout Chazen's network of offices.

EDUCATION

AAS, Forestry/Land Surveying,
Paul Smith's College, 1984

REGISTRATION

Land Surveyor NY 005016, 1993

Land Surveyor CT 70285, 2007

TRAINING

NYS Association of Professional
Land Surveyors

National Society of Professional
Land Surveyors

PROJECT EXPERIENCE

- **Kaal Point Suspended Walkway**

Poughkeepsie, NY

Led the survey services for the development of a proposed suspended walkway and associated park improvements in the City of Poughkeepsie.

Role: Lead Land Survey

- **Town of Washington Park Expansion**

Mabettsville, NY

Chazen was retained by the Town of Washington to assist in the acquisition of land and design of a multi-purpose sports field for the Town Park located in Mabettsville.

Oversaw survey for this project.

Role: Lead Land Survey

- **Tusten Narrowsburg Big Eddy Waterfront Park and Riverwalk**

Tusten, NY

Responsible for the oversight of land surveying services in support of the conceptual development and master plan for this waterfront park.

Role: Certifying Land Surveyor

- **Fahnestock State Park Water System Improvements**

Carmel, NY

Chazen provided land surveying services to develop topographic mapping in support of the design and construction of improvements to aging water system.

Role: Lead Land Survey

- **Dutchess County Department of Public Works**

Dutchess County, NY

Various assignments for land surveying and mapping as part of an on-call land surveying agreement with the DPW, including Dutchess County Rail Trail survey and easements and various drainage easements.

Role: Lead Land Survey

- **Harriman State Park**

Breakneck Campground Water Supply
Haverstraw, NY

Provided land surveying services to develop topographic mapping in support of the design and construction of a new water system for the Harriman State Park Breakneck Campground.

Responsible for staff supervision and certification of land surveying services.

Role: Lead Land Survey

- **Nyack Beach State Park**

Road Rehabilitation and Wall Repair
Upper Nyack, NY

Responsible for staff supervision and certification of land surveying services to develop topographic mapping in support of the design and reconstruction of the access roadway to Nyack Beach and restoration of existing sandstone retaining walls at Nyack Beach State Park.

Role: Lead Land Survey

- **Central Park Conservancy Heckscher Landscape**

New York, NY

Topographic and utility survey and mapping for the 35-acre portion of Central Park. Included field survey, compilation of a one-foot contour interval topographic survey, Global Positioning System (GPS) control survey to establish horizontal and vertical control, surface and underground utility survey and the location survey and identification of all physical features. Project was mapped in ACAD for delivery to client.

Role: Lead Land Survey

- **Mid-Hudson Marina**

Newburgh, NY

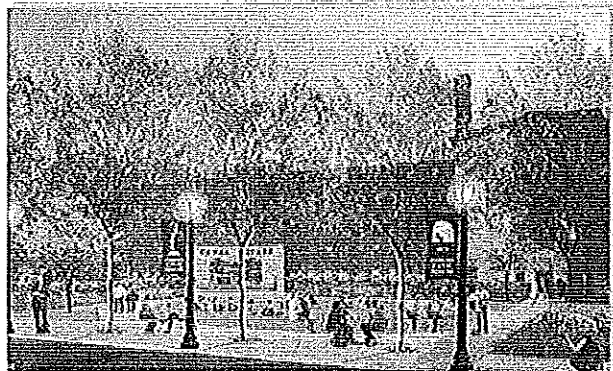
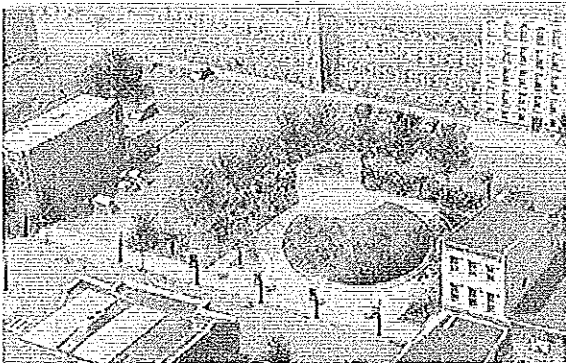
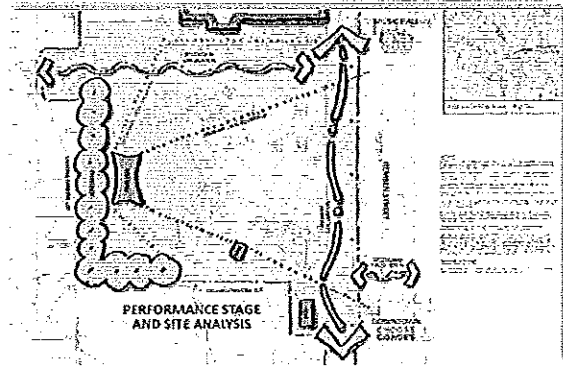
Led survey for a project supporting a marina and restaurant along the Hudson River. Chazen also provided planning, design and engineering support.

Role: Lead Land Survey

4. Relevant Project Experience

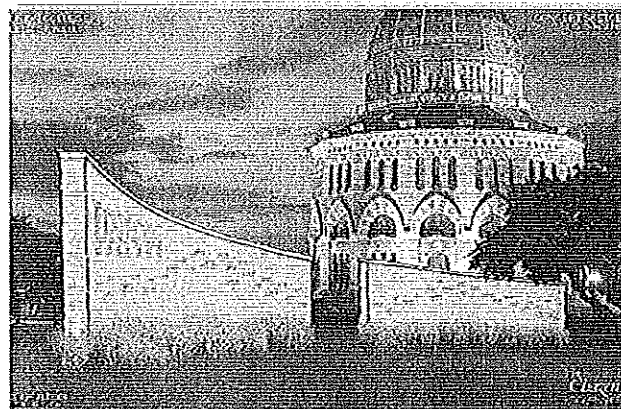
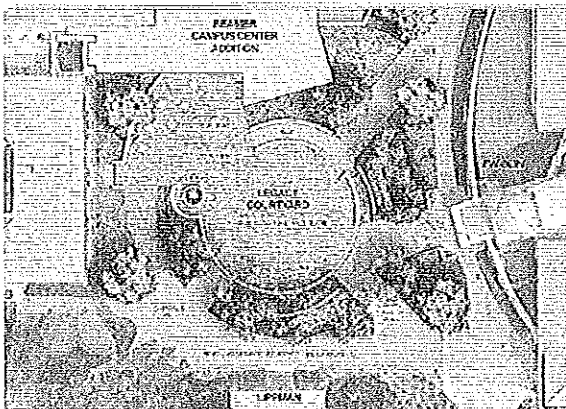
Canal Square Park | City of Cohoes, NY

Chazen is currently providing design services to help the City reimagine its Historic Canal Square Park. The vision is to create a transformative space that allows for an array of uses from casual daily use to *Rock the Block* concerts, the Cohoes Public Farmer's Market to Music Hall receptions – all the while promoting an already-energetic connectivity to downtown Cohoes, City Hall, the Historic Cohoes Music Hall and surrounding residential neighborhoods. In addition, Chazen worked with the City to attain additional funding for the adjacent streetscape via renderings for a 2016 CFA application.



Olin Legacy Courtyard, Union College | Schenectady, NY

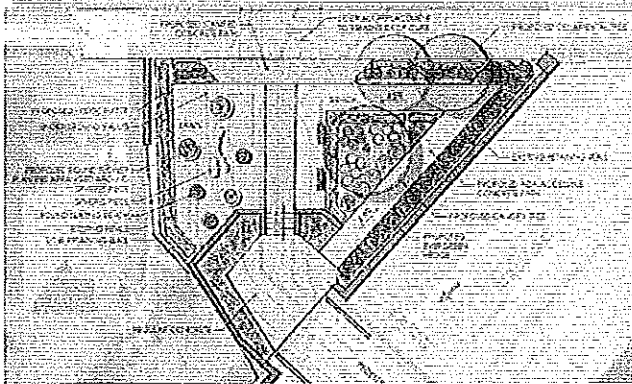
Chazen has been retained by Union College to redesign the existing courtyard located between the F.W. Olin Center and the Reamer Campus Center for dedication as a "Legacy Courtyard" that will be used to recognize those alumni that contribute to the College's Scholarship Fund. Chazen developed design options that will activate the newly framed space, enhance circulation between the Reamer Campus Center, the Olin Center and the Science and Engineering complex, incorporate more green space, address handicap accessibility and capacity for large outreach events, and provide a creative means to display Legacy dedications on site. This project design is still ongoing.



4. Relevant Project Experience

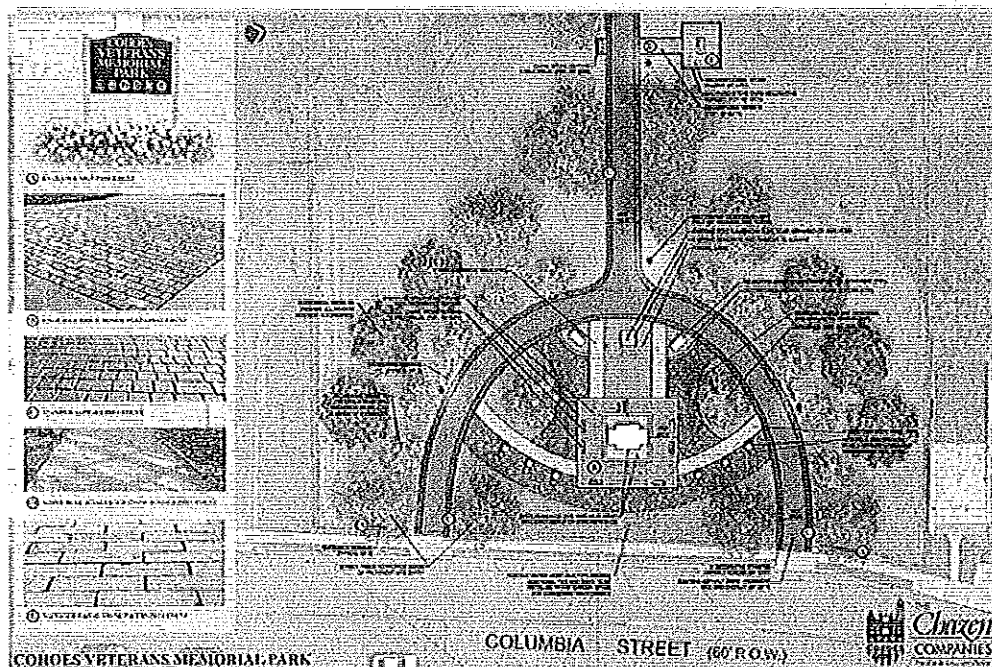
Burling Lane Park | City of New Rochelle, NY

Chazen recently worked with the City of New Rochelle for the development of a pocket park with connections to the City's transportation hub (Station Plaza). The City desired to enhance the social experiences of the residents through beautification of their downtown parks, and have made a concerted effort to utilize public art as a foundational element for place making. The project construction was completed in the spring of 2017 and a new park is now open to the public!



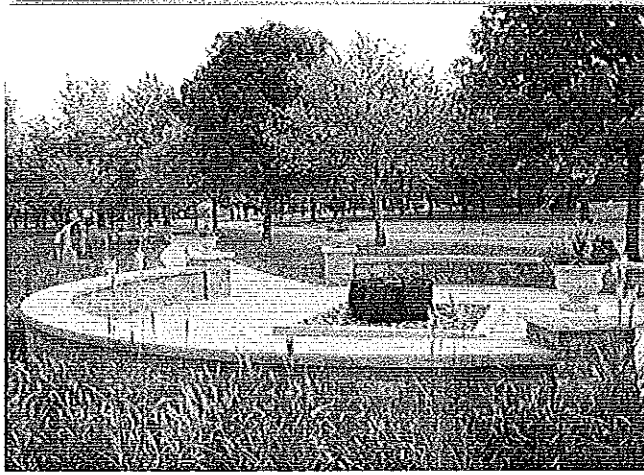
Veteran's Memorial Park | City of Cohoes, NY

This community engagement project involves the renovation of an existing public greenspace (West End Park) to transform the site into a first-class memorial park honoring the City of Cohoes' service veterans. The park development process is a collaboration of the Cohoes Veterans Committee, City Officials and contributions from the City DPW (who will provide a portion of the construction) to maximize the available funding to deliver maximum impact for the community. Memorial elements include relocation of monuments currently residing in other areas of the City, new service branch monuments and flags, memorial cannons, and donor pavers, benches and flags. Park improvements include decorative pavements, viewing nodes, seating areas, new pedestrian lighting and landscape enhancements. The project, initiated in May 2017, is currently in the construction document development phase and is intended to be completed in time for Veteran's Day!

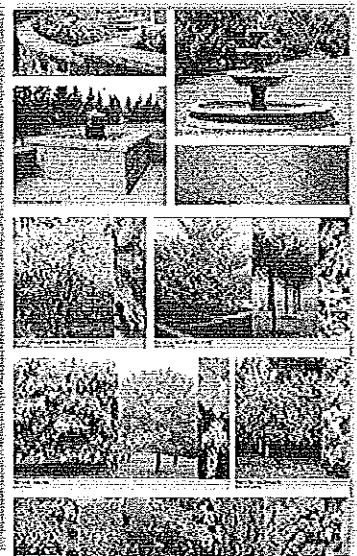
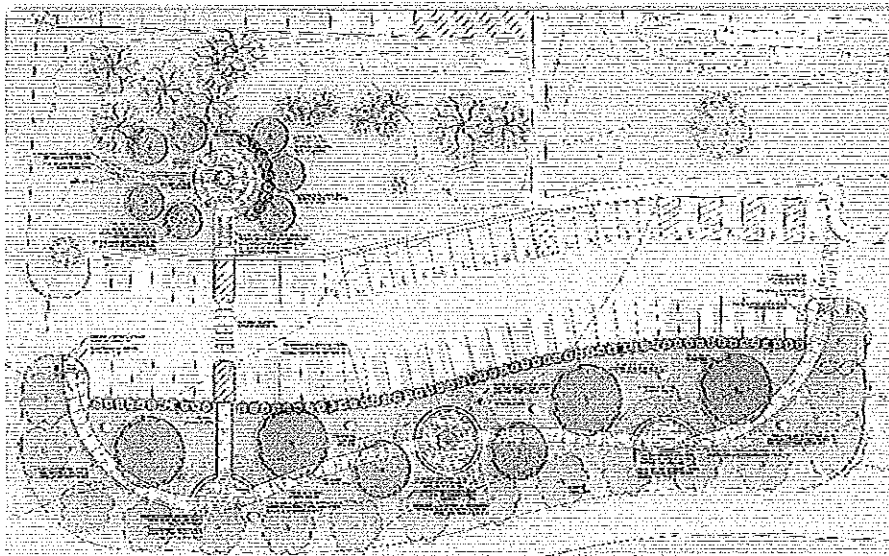
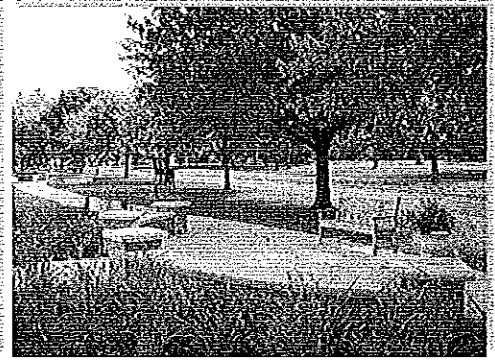
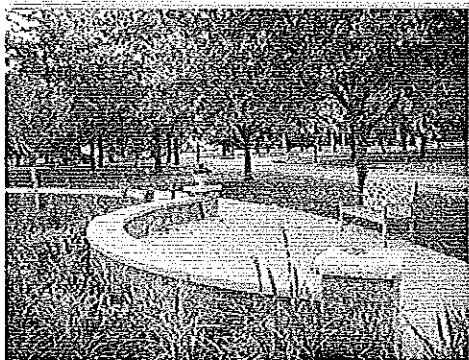


4. Relevant Project Experience

Perrella Sculpture Park & World Trade Center Memorial, Fulton Montgomery Community College | Montgomery, NY



In 2016, Chazen prepared a design for the *Perrella Sculpture Garden* and *World Trade Center Memorial* at Fulton Montgomery Community College. The designs were constructed and dedicated in early September 2016. The new sculpture garden weaves campus visitors in and out of intimate seating plazas through an array of local sculptural elements and a custom fountain with views out towards the scenic countryside. The visitor's eye is ultimately guided up to a reclaimed sculptural mass of antennae from the North World Trade Tower sitting atop a memorial plinth on the North end of the garden. The memorial is designed in such a fashion so that the point of the shadow of the antennae will annually fall directly upon two stone obelisks set in the landscape at precisely the times the towers fell on September 11th.

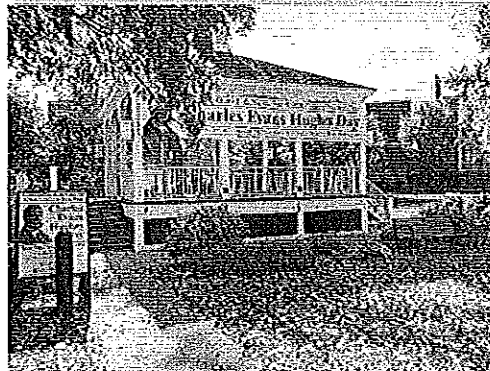
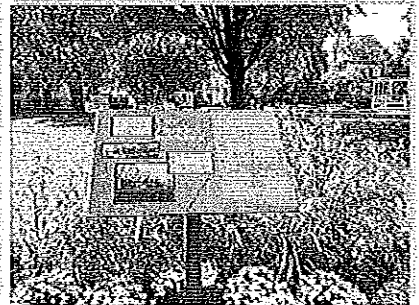
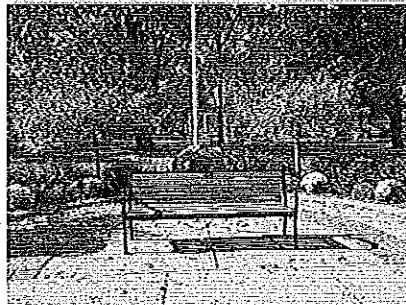
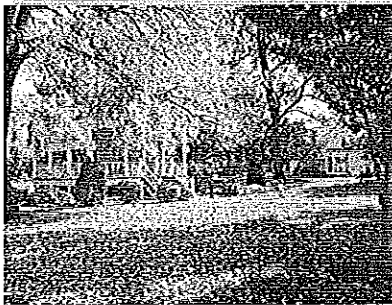
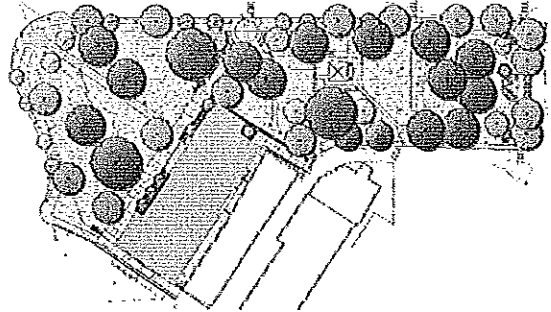


4. Relevant Project Experience

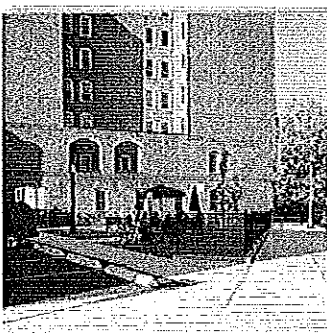
Glens Falls City Park Restoration | City of Glens Falls, NY

Chazen was asked to help restore this prominent historic park in the City of Glens Falls, while also creating an aesthetically inviting space for everyday use, festivals and special events. The project was organized by the Business Improvement District (BID) as a cooperative effort between the City of Glens Falls and the Crandall Library. Chazen worked in conjunction with the library's architect and the BID to include the following design elements:

- Redesign of park circulation
- Renovation of the bandstand and addition of a formal memorial garden
- Entry plaza and veteran's memorial plaza additions
- Careful selection of tree removal and new trees to create a rich dynamic canopy
- Complete renovation of park lawn and addition of various formal gardens
- Addition of site lighting and signage



Monument Square Park | Troy, NY

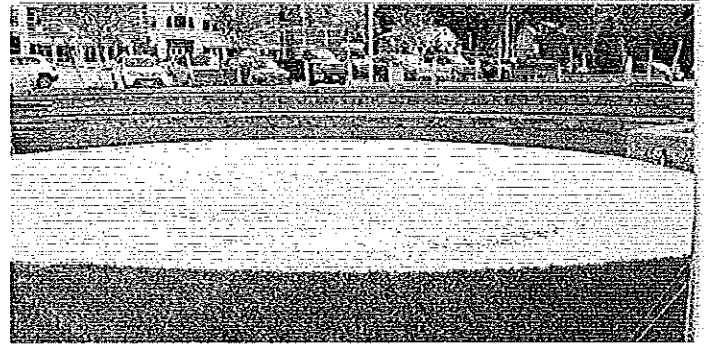
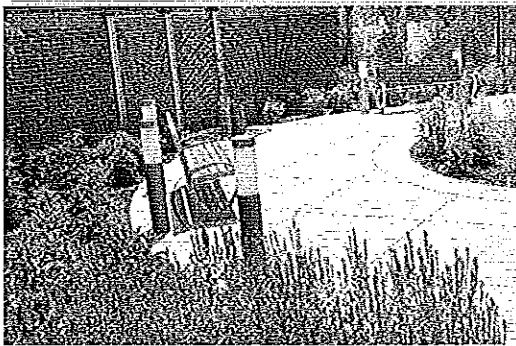
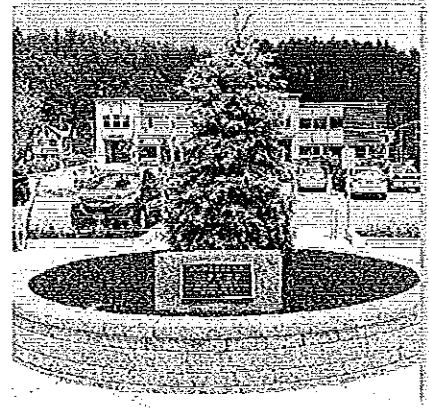
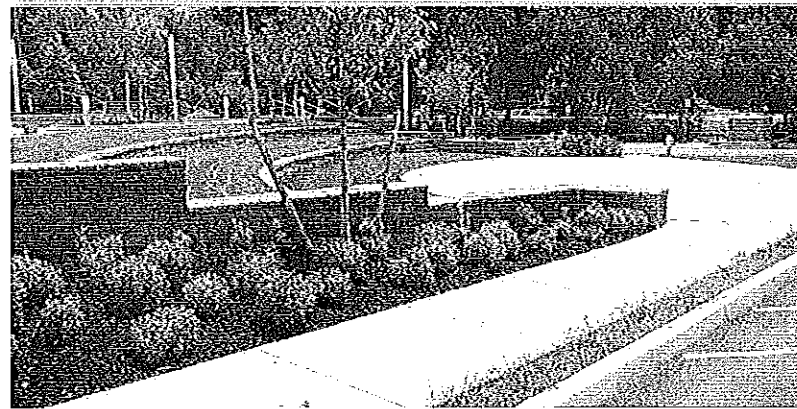


The Chazen Companies worked on a project team to prepare site plan construction drawings for the reconstruction of Monument Square Park in downtown Troy, New York. As a component of the redevelopment of the adjacent housing building, the site portion of this project enhances the precious commodity of outdoor park/open space within the urban fabric of downtown Troy. Now complete and heavily utilized by the building residents, the new design provides full ADA accessibility and involved the reconstruction of public sidewalks to improve access to and around the park. The project also incorporated new lighting, landscaping and buffering, ornamental fencing, seating areas, and vehicle parking improvements. The construction of a geothermal well field under the park area was also included to help serve the adjacent residential building.

4. Relevant Project Experience

Hudson Headwaters Healthcare Network (HHHN), Warrensburg Health Center | Warrensburg, NY

The HHHN Warrensburg Health Center is a 17,500-square foot, two-story, state-of-the-art health center facility offering pediatric, adult and family medicine practitioners, urgent care, and a wide array of specialty and ancillary services. Located adjacent to the Health Center is the Albert R. Tucker Clinical Services Center, offering pharmacy and dental services. As the project site engineer and landscape architect, Chazen was responsible for design of the site layout, site vehicle access and circulation, pedestrian access, pharmacy drive-thru layout, landscaping, signage, utility/stormwater infrastructure improvements, as well as NYSDOT coordination and permitting. The design was developed with extensive construction phasing in order to maintain full access and operation of the existing health center, previously located at the rear of the property, while constructing the new facility directly adjacent to US Route 9. One of the primary goals of HHHN was to develop a natural landscaped, pedestrian space. As such, Chazen developed a healing garden between the Health Center and Clinical Services Center for use by patients, staff and visitors to promote stress reduction, human health and well-being. In addition, Chazen designed a park plaza and amphitheater at the lower end of the site near the river to overhaul Calvin C. Engle Park, located adjacent to US Route 9.



5. References

We encourage the City of Newburgh to contact the following references for whom we have completed similar park projects:

SUZANNE REIDER

Senior Project Manager
City of New Rochelle
P: 914.654.2023

Chazen most recently worked with the City of New Rochelle Planning and Engineering Departments for completion of the design and construction of Burling Lane Park.

EDWARD KINOWSKI

Supervisor
Town of Stillwater
P: 518.664.6148

Chazen has been providing engineering and planning services as Town Designated Engineer for Stillwater since 2000. During this period, we have provided design, engineering and construction phase services for numerous park and recreation facilities. These include Riverfront Park, Brown's Beach, Riverside Veteran's Park, Glen Hollow Park and the Stillwater Multi-Use Trail.

MARY ALEX

Town Clerk
Town of Washington
P: 845.677.3419

Chazen has provided services to the Town of Washington since 1993, including landscape architecture, land surveying and engineering services for a variety of projects. Most recently, Chazen assisted the Town with the expansion of Mabbettsville Park.

RALPH SIGNORACCI IV

Director of Operations
City of Cohoes
P: 518.233.2153

Chazen has been actively working with the City of Cohoes since early 2016 for projects such as Canal Square Park, Remsen Street Enhancements, sidewalk improvements and currently Veteran's Memorial Park, which is intended to be constructed (as a public-private partnership) in time for Veteran's Day.

CLIENT COMMENTS

- "CHAZEN TREATS THE TOWN AS AN 'A' CLIENT AND PROVIDES THE RESPONSIVENESS THAT THE TOWN EXPECTS; WE ARE NOT GETTING THAT LEVEL OF SERVICE FROM OUR OTHER CONSULTANTS."
- "THE WORK THAT THE CHAZEN COMPANIES AND OUR COMMITTEE VOLUNTEERS HAVE DONE SO FAR IN SERVICE OF THE BEST PLAN OUTCOME IS QUITE LAUDABLE. IT IS A CHALLENGE TO INCORPORATE THE MANY STRANDS THAT COMPRISE A COMMUNITY SUCH AS OURS...AND COME UP WITH A VISION THAT CAN BE DONE IN WORKABLE, AFFORDABLE PIECES."
- "COOPERATIVE AND COMMUNICATIVE THROUGHOUT THE ENTIRE PROGRAM PHASE. I WOULD RECOMMEND THEM FOR FUTURE ASSIGNMENTS."
- "CONSULANT WAS COMMUNICATIVE AND TIMELY IN SUBMISSION. GOOD COORDINATION WITH APPROVING AGENCIES."



chazencompanies.com

888.539.9073

HUDSON VALLEY
21 Fox Street
Poughkeepsie, NY 12601
P: 845.454.3980

CAPITAL DISTRICT
547 River Street
Troy, NY 12180
P: 518.273.0055

NORTH COUNTRY
375 Bay Road
Queensbury, NY 12804
P: 518.812.0513

CENTRAL NEW YORK
721 E. Genesee Street
Syracuse, NY 13210
P: 315.251.1013

WESTCHESTER
235 Main Street, Suite 400
White Plains, NY 10601
P: 914.997.8510

NASHVILLE, TN
1705 Division Street
Nashville, TN 37203
P: 615.380.1359

RESOLUTION NO.: 228 - 2017

OF

AUGUST 14, 2017

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
A SATISFACTION IN CONNECTION WITH A MORTGAGE
ISSUED TO MERCEDE TRIOLO FOR PREMISES LOCATED AT 47 BRADY AVENUE
(SECTION 2, BLOCK 19, LOT 19)

WHEREAS, the City of Newburgh issued a mortgage to Mercedes Triolo in the principal sum of \$20,000.00 for premises located at 47 Brady Avenue (Section 2, Block 19, Lot 19), dated April 20, 2011, and recorded in the Orange County Clerk's Office on July 22, 2011, in Liber 13203 at Page 1818; and

WHEREAS, the terms of the mortgage instruments have been satisfied by the mortgagor and the issuance of a Satisfaction of Mortgage, a copy of which is annexed hereto, is necessary and appropriate; and

WHEREAS, this Council has determined that executing said Satisfaction 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 attached Satisfaction in connection with a mortgage issued to Mercedes Triolo for premises located at 47 Brady Avenue (Section 2, Block 19, Lot 19).

#228-17

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT

The City of Newburgh, a municipal corporation with a principal place of business at 83 Broadway, Newburgh, New York 12550;

Does hereby certify that the following mortgage is paid, and does hereby consent that the same be discharged of record:

MORTGAGE bearing the date of April 20, 2011, made by Mercede Triolo to the City of Newburgh, given to secure payment of the principal sum of \$20,000.00, and duly recorded in the office of the Orange County Clerk's Office on Orange County Clerk's Office on July 22, 2011, in Liber 13203 at Page 1818;

which mortgage has not been further assigned of record.

Dated: August _____, 2017

CITY OF NEWBURGH

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

STATE OF NEW YORK)
)
COUNTY OF ORANGE) ss.:

On the _____ day of August, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

Notary Public

RECORD & RETURN TO:

ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE

THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE

TYPE IN BLACK INK:

NAME(S) OF PARTY(S) TO DOCUMENT

Mercedes Triolo

TO

City of Newburgh

SECTION 2 BLOCK 19 LOT 19

RECORD AND RETURN TO:
(name and address)

*City of Newburgh
Department of Planning & Development
City Hall - 83 Broadway
Newburgh, N.Y. 12550*



THIS IS PAGE ONE OF THE RECORDING

ATTACH THIS SHEET TO THE FIRST PAGE OF EACH
RECORDED INSTRUMENT ONLY

DO NOT WRITE BELOW THIS LINE

INSTRUMENT TYPE: DEED ☐ MORTGAGE ☒ SATISFACTION ☐ ASSIGNMENT ☐ OTHER ☐

PROPERTY LOCATION

2089 BLOOMING GROVE (TN)
2001 WASHINGTONVILLE (VLG)
2289 CHESTER (TN)
2201 CHESTER (VLG)
2489 CORNWALL (TN)
2401 CORNWALL (VLG)
2600 CRAWFORD (TN)
2800 DEERPARK (TN)
3089 GOSHEN (TN)
3001 GOSHEN (VLG)
3003 FLORIDA (VLG)
3005 CHESTER (VLG)
3200 GREENVILLE (TN)
3489 HAMPTONBURGH (TN)
3401 MAYBROOK (VLG)
3689 HIGHLANDS (TN)
3601 HIGHLAND FALLS (VLG)
3889 MINISINK (TN)
3801 UNIONVILLE (VLG)
4089 MONROE (TN)
4001 MONROE (VLG)
4003 HARRIMAN (VLG)
4005 KIRYAS JOEL (VLG)

4289 MONTGOMERY (TN)
4201 MAYBROOK (VLG)
4203 MONTGOMERY (VLG)
4205 WALDEN (VLG)
4489 MOUNT HOPE (TN)
4401 OTISVILLE (VLG)
4600 NEWBURGH (TN)
4800 NEW WINDSOR (TN)
5089 TUXEDO (TN)
5001 TUXEDO PARK (VLG)
5200 WALLKILL (TN)
5489 WARWICK (TN)
5401 FLORIDA (VLG)
5403 GREENWOOD LAKE (VLG)
5405 WARWICK (VLG)
5600 WAWAYANDA (TN)
5889 WOODBURY (TN)
5801 HARRIMAN (VLG)

CITIES

0900 MIDDLETOWN
1100 NEWBURGH
1300 PORT JERVIS

9999 HOLD

NO. PAGES 6 CROSS REF.
CERT. COPY ☐ ADD'L X-REF.
MAP# ☐ PGS.

PAYMENT TYPE: CHECK ☒
CASH ☐
CHARGE ☐
NO FEE ☐

CONSIDERATION \$
TAX EXEMPT ☐

MORTGAGE AMT. \$ 20,000.00
DATE

MORTGAGE TAX TYPE:

☐ (A) COMMERCIAL/FULL 1%
☐ (B) 1 OR 2 FAMILY
☐ (C) UNDER \$10,000
☐ (E) EXEMPT
☐ (F) 3 TO 6 UNITS
☐ (I) NAT. PERSON/CR. UNION
☐ (J) NAT. PER-CR. UN/1 OR 2
☐ (K) CONDO

Donna L. Benson

DONNA L. BENSON
ORANGE COUNTY CLERK

RECEIVED FROM:

City of Newburgh

RECORDED/FILED

07/22/2011/ 14:56:39

County Clerk

DONNA L. BENSON

ORANGE COUNTY, NY

FILE # 20110067689

MORT/BK 13203 PG 1818

SER# DC002494 MTAX 0.00

BASIC 0.00

MTA 0.00

SPECIAL 0.00

SPECIAL ASST 0.00

RECORDING FEES 65.00

Receipt#1339837 naryp



THIS BOND AND MORTGAGE, made the ^{20th} ~~19th~~ day of April, Two Thousand and Eleven
BETWEEN Marcede Triolo, residing at 47 Brady Avenue, Newburgh, NY
12550

herein referred to as the mortgagor,
and CITY OF NEWBURGH, existing under the laws of the state of New York with its
principal office for the transaction of business located at 83 Broadway, City
of Newburgh, Orange County, New York.

herein referred to as the mortgagee,
WITNESSETH, that the mortgagor, does hereby acknowledge himself to be indebted to the mortgagee in the sum of
Twenty Thousand Dollars and 00/100 (\$20,000.00) Dollars
lawful money of the United States, which the mortgagor does hereby agree and bind himself to repay to the mortgagee

As follows:

- a) If within 1 year from the date of this instrument-100% of the amount
- b) If within 2 years from the date of this instrument-90% of the amount
- c) If within 3 years from the date of this instrument-80% of the amount
- d) If within 4 years from the date of this instrument-60% of the amount
- e) If within 5 years from the date of this instrument-20% of the amount
- f) After 5 years from date of this instrument, if the mortgagor has otherwise
complied with the terms hereof and has not sold, conveyed, loan herein shall become
a grant and there shall be no obligation on the mortgagor to pay any part thereof.
...such percentage amount to be immediately due and payable within 5 years from the
date of this instrument, upon the earliest to occur of the following events:
 - i) Default under term and condition of this bond and Mortgage
 - ii) Sale or other conveyance of the mortgaged premises to a person other than a
named mortgagor herein; and
 - iii) No mortgagor in domicile at the mortgaged premises

to secure the payment of which the mortgagor hereby mortgages to the mortgagee ALL

See Attached Schedule A.

14. That the whole of said principal sum shall become due at the option of the mortgagee, if the buildings on said premises are not maintained in reasonably good repair, or upon the failure of any owner of said premises to comply with the requirement of any governmental department claiming jurisdiction within three months after an order making such requirement has been issued by any such department.

15. That the whole of said principal sum shall become due at the option of the mortgagee, if the buildings on said premises are not maintained in reasonably good repair, or upon the failure of any owner of said premises to comply with the requirement of any governmental department claiming jurisdiction within three months after an order making such requirement has been issued by any such department.

16. That in the event of the passage after the date of this mortgage of any law of the State of New York, defining from the date of said law for the purposes of taxation any law then in force, or changing in any way the laws for the taxation of mortgages or debts secured by mortgage for state or local purposes, or the manner of the collection of any such taxes, so as to affect this bond and mortgage, the holder of this bond and mortgage and of the debt which it secures, shall have the right to give thirty days' written notice to the owner of the mortgaged premises requiring the payment of the mortgage debt. If such notice be given the said debt shall become due, payable and collectible at the expiration of said thirty days.

17. That the whole of said principal sum shall immediately become due at the option of the mortgagee, if the mortgagee shall assign the rents or any part of the rents of the mortgaged premises without first obtaining the written consent of the mortgagor to such assignment, or upon the actual or threatened demolition or removal of any building erected or to be erected upon said premises.

18. That if any action or proceeding be commenced (except an action to foreclose this bond and mortgage or to collect the debt secured thereby), in which action or proceeding the holder of this bond and mortgage is made a party, or in which it becomes necessary to defend or uphold the lien of this mortgage, all sums paid by the holder of this bond and mortgage for the expenses of any litigation to prosecute or defend the rights and lien created by this bond and mortgage (including reasonable counsel fees), shall be paid by the mortgagor, together with interest thereon at the rate of six per cent per annum, and any such sum and the interest thereon shall be a lien on said premises, prior to any right or title to interest in or claim upon said premises attaching or accruing subsequent to the date of this mortgage, and shall be deemed to be secured by this bond and mortgage. In any action or proceeding to foreclose this mortgage, or to recover or collect the debt secured thereby, the provisions of law respecting the recovering of costs, disbursements and allowances shall prevail unaffected by this covenant.

19. That the whole of said principal sum shall immediately become due at the option of the mortgagee upon any default in keeping the buildings on said premises insured as required by paragraph No. 2 or paragraph No. 11 hereof, or if after application by any holder of this bond and mortgage to two or more fire insurance companies lawfully doing business in the State of New York and issuing policies of fire insurance upon buildings situated in the place where the mortgaged premises are situated, the companies to which such application has been made shall refuse to issue such policies, or upon default in complying with the provisions of paragraph No. 11 hereof, or upon default, for five days after notice and demand, either in assigning and deducting to the mortgagee the policies of fire insurance or in reimbursing the mortgagee for premiums paid on such fire insurance as heretofore provided in paragraph No. 2 hereof.

If more than one person joins in the execution of this instrument, and if any of the foregoing sex, or if this instrument is executed by a corporation, the relative words herein shall be read as if written in the plural, or in the feminine or neuter gender, as the case may be, and the words "mortgagor" and "mortgagee" where used herein shall be construed to include their said each of their heirs, executors, administrators, successors and assigns.

This bond and mortgage may not be changed orally.

IN WITNESS WHEREOF, this bond and mortgage has been duly executed by the mortgagor.

IN WITNESS OF:

[Signature] Planning & Development Date *4-20-11*

[Signature] Mercedes Triolo Date *4-20-11*



White Plains Office
707 Westchester Ave., Suite 411
White Plains, NY
914-993-6333
914-997-1688 fax
800-433-4688
stewart.com
NYSE: STC

SCHEDULE A - DESCRIPTION

Title No: 08-37209-O

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Newburgh, Orange County, New York, bounded and described as follows:

BEGINNING at a point in the easterly line of Brady Avenue, distant 94.5 feet on a course of South 27 degrees 34 minutes West from the northeast corner of Brady Avenue and

RUNS THENCE through Lot 131, South 62 degrees 26 minutes East 100.70 feet to a point in the easterly line of Lot 131,

THENCE along the easterly line of Lots 131, 130, and 129 South 27 degrees 34 minutes West 100 feet;

THENCE through Lots 129, North 62 degrees 26 minutes West 100.70 feet to the easterly line of Brady Avenue;

THENCE along the easterly line of Brady Avenue North 27 degrees 34 minutes East 100 feet to the place of BEGINNING.

FOR CONVEYANCING ONLY: TOGETHER with all the rights, title and interest of the party of the first part, if any, of, in and to the land lying in the street in front of and adjoining said premises.

TOGETHER with all right, title and interest, if any, of the wharfgor of, in and to any streets and roads abutting the above-described premises to the center lines thereof.

TOGETHER with all fixtures and articles of personal property now or hereafter attached to, or contained in and used in connection with, said premises, including but not limited to all apparatus, machinery, plumbing, heating, lighting and cooling fixtures, fittings, gas ranges, bathroom and kitchen cabinets, ice boxes, refrigerators, food freezers, air-conditioning fixtures and units, pumps, awnings, shades, screens, storm sashes, sashels, plants and shrubbery.

TOGETHER with any and all awards heretofore and hereafter made to the present and all subsequent owners of the mortgaged premises by any governmental or other lawful authorities for taking by eminent domain the whole or any part of said premises or any easement therein, including any awards for any changes of grade of streets, which said awards are hereby assigned to the holder of this bond and mortgage, who is hereby authorized to collect and receive the proceeds of any such awards from such authorities and to give proper receipts and acquittances therefor, and to apply the same toward the payment of the amount owing on account of this bond and mortgage, notwithstanding the fact that the above-cited awards may not then be due and payable; and the said mortgagor hereby covenants and agrees, upon request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning the aforesaid awards to the holder of this bond and mortgage, free, clear and discharged of any and all encumbrances of any kind or nature whatsoever.

AND the mortgagor covenants with the mortgagee as follows:

1. That the mortgagor will pay the indebtedness as heretofore provided.
2. That the mortgagor will keep the buildings on the premises insured against loss by fire for the benefit of the mortgagee; that he will assign and deliver the policies to the mortgagee; and that he will reimburse the mortgagee for any premiums paid for insurance made by the mortgagee on the mortgagor's default in so insuring the buildings or in so assigning and delivering the policies.
3. That no building on the premises shall be removed or demolished without the consent of the mortgagee.
4. That the whole of said principal sum and interest shall become due at the option of the mortgagee: after default in the payment of any installment of principal or of interest for twenty days or after default in the payment of any tax, water rate, sewer rate or assessment for thirty days after notice and demand; or after default after notice and demand either in assigning and delivering the policies insuring the buildings against loss by fire or in reimbursing the mortgagee for premiums paid on such insurance, as heretofore provided; or after default upon request in furnishing a statement of the amount due on the bond and mortgage and whether any claims or defenses exist against the mortgage debt, as heretofore provided.
5. That the holder of this bond and mortgage, in any action to foreclose it, shall be entitled to the appointment of a receiver.
6. That the mortgagor will pay all taxes, assessments, sewer rents or water rates, and in default thereof, the mortgagee may pay the same.
7. That the mortgagor within six days upon request in person or within fifteen days upon request by mail will furnish a written statement duly acknowledged of the amount due on this bond and mortgage and whether any claims or defenses exist against the mortgage debt.
8. That notice and demand or request may be in writing and may be served in person or by mail.
9. That the mortgagor waives the title to the premises.
10. That the mortgagor will, in compliance with Section 18 of the Lien Law, receive the advances secured hereby and will hold the right to receive such advances as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.
11. That fire insurance policies which are required by paragraph No. 2 above shall contain the usual extended coverage endorsement; in addition thereto the mortgagor, within thirty days after notice and demand will keep the buildings on the premises insured against loss by other insurable hazards for the benefit of the mortgagee, as may reasonably be required by the mortgagee; that he will assign and deliver the policies to the mortgagee; and that he will reimburse the mortgagee for any premiums paid for insurance made by the mortgagee on the mortgagor's default in so insuring or in so assigning and delivering the policies. The provisions of subdivision 4, of Section 254 of the Real Property Law, with reference to the construction of the fire insurance clause, shall govern the construction of this clause so far as applicable.
12. That in case of a sale, said premises, or so much thereof as may be affected by this bond and mortgage, may be sold in one parcel.
13. That in the event of any default in the performance of any of the terms, covenants or agreements herein contained, it is agreed that the then owner of the mortgaged premises, if he is the occupant of said premises or any part thereof, shall immediately surrender possession of the premises so occupied to the holder of this bond and mortgage, and if not occupant is permitted to remain in possession, the possession shall be as tenant of the holder of this bond and mortgage and such occupant shall, on demand, pay monthly in advance to the holder of this bond and mortgage a reasonable rental for the space so occupied and in default thereof, such occupant may be dispossessed by the usual summary proceedings. In case of foreclosure and the appointment of a receiver of rents, the covenants herein contained may be enforced by such receiver.

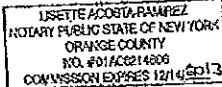
STATE OF NEW YORK)

) 22

COUNTY OF ORANGE)

On the 20th day of April in the year 2010, before me, the undersigned, a (Commissioner of Deeds)(Notary Public) in and for said State, personally appeared Mercado Triolo and _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

NOTARY PUBLIC



RESOLUTION NO. 229 - 2017

OF

AUGUST 14, 2017

A RESOLUTION AUTHORIZING THE
EXTENSION OF TIME TO CLOSE TITLE ON THE PROPERTY
LOCATED AT 585 SOUTH STREET
(SECTION 14, BLOCK 2, LOT 6.1) SOLD AT PRIVATE SALE
TO JUNIOR THOMAS AND JEWEL ISAAC

WHEREAS, by Resolution No.: 8-2017 of January 9, 2017, the Council of the City of Newburgh, New York, authorized the sale of 585 South Street (Section 14, Block 2, Lot 6.1) to Junior Thomas and Jewel Isaac; and

WHEREAS, due to continuing circumstances, specifically outstanding title issues, the purchasers have requested additional time to close title; and

WHEREAS, this Council has determined that granting the additional requested extension would be in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that an extension of time to close title for the property located at 585 South Street is hereby authorized until September 30, 2017.

RESOLUTION NO. 230 - 2017

OF

AUGUST 14, 2017

A RESOLUTION AUTHORIZING THE EXTENSION OF TIME TO CLOSE TITLE
ON THE PROPERTY LOCATED AT 156 LANDER STREET
(SECTION 18, BLOCK 3, LOT 14) SOLD AT PRIVATE SALE
TO MICHELE WILLIAMS

WHEREAS, by Resolution No.: 138-2017 of June 13, 2016, the Council of the City of Newburgh, New York, authorized the sale of 156 Lander Street (Section 18, Block 3, Lot 14) to Michele Williams; and

WHEREAS, the purchaser requested a 60-day extension of time to close title for the purpose of resolving outstanding title issues, and the City Manager granted the request to extend the time to close title until November 11, 2016; and

WHEREAS, the resolution of outstanding title issues took longer than expected but is now complete and the purchaser has requested additional time to close title; and

WHEREAS, this Council has determined that granting the additional requested extension would be in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that an extension of time to close title for the property located at 156 Lander Street is hereby authorized until October 31, 2017.

RESOLUTION NO.: 231-2017

OF

AUGUST 14, 2017

A RESOLUTION AUTHORIZING THE EXECUTION OF RELEASES OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM DEEDS ISSUED TO KGCG, LLC AND TO THRUWAY BUILDERS INC. TO THE PREMISES KNOWN AS
45 JOHNSTON STREET (SECTION 30, BLOCK 2, LOT 9)
23 SOUTH MILLER STREET (SECTION 30, BLOCK 1, LOT 18) AND
25 SOUTH MILLER STREET (SECTION 30, BLOCK 1, LOT 17)

WHEREAS, on March 26, 2004, the City of Newburgh conveyed property located at 45 Johnston Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 30, Block 2, Lot 9, to KGCG, LLC; and

WHEREAS, on March 26, 2004, the City of Newburgh conveyed properties located at 23 South Miller Street and 25 South Miller Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 30, Block 1, Lots 18 and 17, respectively, to KGCG, LLC; and

WHEREAS, by the City of Newburgh reacquired title to the properties located at 23 South Miller Street and 25 South Miller Street from KGCG, LLC, and on January 9, 2008 conveyed the properties to Thruway Builders, Inc.; and

WHEREAS, the City of Newburgh reacquired title to the properties located at 23 South Miller Street and 25 South Miller Street from Thruway Builders, Inc.; and

WHEREAS, by Resolution No. 132-2017 of May 22, 2017, the City of Newburgh authorized the conveyance of the properties located at 45 Johnston Street, to the property located 23 South Miller Street and 25 South Miller Street to the Newburgh Community Land Bank; and

WHEREAS, the Newburgh Community Land Bank has requested releases of the restrictive covenants from the aforementioned deeds from the City of Newburgh to KGCG, LLC and Thruway Builders, Inc.; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh and its further development that such releases be granted;

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 releases of restrictive covenants contained in the aforementioned deeds in substantially the same form as annexed hereto and made a part of this resolution.

RELEASE OF COVENANTS AND RIGHT OF RE-ENTRY

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 45 Johnston Street, Section 30, Block 2, Lot 9, on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4 and 5 in a deed dated March 26, 2004, from the CITY OF NEWBURGH to KGCG, LLC, recorded in the Orange County Clerk's Office in Liber 11470 of Deeds at Page 517 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2017

THE CITY OF NEWBURGH

By:

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

STATE OF NEW YORK)
)ss.:
COUNTY OF ORANGE)

On the _____ day of _____ in the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RECORD AND RETURN TO:

RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 23 South Miller Street, Section 30, Block 1, Lot 18, on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4 and 5 in a deed dated March 26, 2004, from the CITY OF NEWBURGH to KGCG, LLC, recorded in the Orange County Clerk's Office in Liber 11470 of Deeds at Page 562 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2017

THE CITY OF NEWBURGH

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

STATE OF NEW YORK)
)ss.:
COUNTY OF ORANGE)

On the _____ day of _____ in the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

RECORD AND RETURN TO:

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 23 South Miller Street, Section 30, Block 1, Lot 18, on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, 5 and 6 in a deed dated January 9, 2008, from the CITY OF NEWBURGH to THRUWAY BUILDERS, INC., recorded in the Orange County Clerk's Office in Liber 12604 of Deeds at Page 268 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

THE CITY OF NEWBURGH

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

STATE OF NEW YORK)
)ss.:
COUNTY OF ORANGE)

On the _____ day of _____ in the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RECORD AND RETURN TO:

RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 25 South Miller Street, Section 30, Block 1, Lot 17, on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4 and 5 in a deed dated March 26, 2004, from the CITY OF NEWBURGH to KGCG, LLC, recorded in the Orange County Clerk's Office in Liber 11470 of Deeds at Page 556 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2017

THE CITY OF NEWBURGH

By: _____

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

STATE OF NEW YORK)
)ss.:
COUNTY OF ORANGE)

On the _____ day of _____ in the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RECORD AND RETURN TO:

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 25 South Miller Street, Section 30, Block 1, Lot 17, on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4; 5 and 6 in a deed dated January 9, 2008, from the CITY OF NEWBURGH to THRUWAY BUILDERS, INC., recorded in the Orange County Clerk's Office in Liber 12604 of Deeds at Page 273 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

THE CITY OF NEWBURGH

STATE OF NEW YORK)
)ss.:
COUNTY OF ORANGE)

On the _____ day of _____ in the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 1040 1

RESOLUTION NO.: 232 - 2017

OF

AUGUST 14, 2017

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A
RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED
ISSUED TO THE NEWBURGH COMMUNITY ACTION COMMITTEE, INC.
FOR SIX (6) PROPERTIES LOCATED ON LIBERTY STREET, JOHNSTON STREET
AND LANDER STREET**

WHEREAS, on November 20, 2007, the City of Newburgh conveyed title to six (6) parcels of real property located at 254 Liberty Street (18-6-26), 290 Liberty Street (18-6-42), 139 Johnston Street (18-2-15), 86 Lander Street (23-2-7), 123 Lander Street (18-9-1), and 133 Lander Street (18-4-34) to the Newburgh Community Action Committee, Inc. ("NCAC"); and

WHEREAS, the City of Newburgh has reacquired title to the 6 parcels of real property through the foreclosure of tax liens; and

WHEREAS, the property located at 254 Liberty Street was conveyed to Hudson Todd, LLC deed dated October 5, 2016 and the properties located at 86 Lander Street and 123 Lander Street were conveyed to the Newburgh Community Land Bank, which deeds included references to the City's previously recorded rights of re-entry and reverter to the benefit of the City contained in the deed to NCAC; and

WHEREAS, by Resolution No. 132-2017 of May 22, 2017, the City of Newburgh authorized the conveyance of the property located at 133 Lander Street to the Newburgh Community Land Bank; and

WHEREAS, the Newburgh Community Land Bank has requested a release of the restrictive covenants from the aforementioned deed from the City of Newburgh to NCAC; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh and its further development that such releases be granted;

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 releases of restrictive covenants contained in the aforementioned deeds in substantially the same form as annexed hereto and made a part of this resolution.

Address of Demised Premises:

Tax Parcel Section 18, Block 6, Lot 26
254 Liberty Street City of Newburgh, N.Y.

Tax Parcel Section 18, Block 6, Lot 42
290 Liberty Street, City of Newburgh

Tax Parcel Section 18, Block 2, Lot 15
139 Johnston Street City of Newburgh, N.Y.

Tax Parcel Section 23, Block 2, Lot 7
86 Lander Street City of Newburgh, N.Y.

Tax Parcel Section 18, Block 9 Lot 1
123 Lander Street City of Newburgh, N.Y.

Tax Parcel Section 18, Block 4, Lot 34
133 Lander Street City of Newburgh, N.Y.

RECORD AND RETURN TO:

RESOLUTION NO.: 233-2017

OF

AUGUST 14, 2017

A RESOLUTION AUTHORIZING THE EXECUTION OF RELEASES OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM DEEDS ISSUED TO RYM INVESTMENTS, LLC, MID VALLEY PROPERTIES, INC. AND TO JOSE COLON AND BELIUS BERNABE TO THE PREMISES KNOWN AS 122 WILLIAM STREET (SECTION 44, BLOCK 3, LOT 17) 123 WILLIAM STREET (SECTION 45, BLOCK 15, LOT 15) AND 125 WILLIAM STREET (SECTION 45, BLOCK 15, LOT 14)

WHEREAS, on April 18, 2007, the City of Newburgh conveyed property located at 122 William Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 44, Block 3, Lot 17, to RYM Investments, LLC; and

WHEREAS, on September 20, 1996, the City of Newburgh conveyed property located at 123 William Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 45, Block 15, Lot 15, to Mid Valley Properties, Inc.; and

WHEREAS, on March 24, 1983, the City of Newburgh conveyed property located at 125 William Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 45, Block, 15, Lot 14, to Jose Colon; and

WHEREAS, the City of Newburgh reacquired title to the property located at 125 William Street from Jose Colon, and on December 6, 2000 conveyed the property to Belius Bernabe; and

WHEREAS, the City of Newburgh reacquired title to the properties located at 122 William Street, 123 William Street and 125 William Street through tax foreclosure proceedings; and

WHEREAS, by Resolution No. 132-2017 of May 22, 2017, the City of Newburgh authorized the conveyance of the properties located at 122 William Street, 123 William Street and 125 William Street to the Newburgh Community Land Bank; and

WHEREAS, the Newburgh Community Land Bank has requested releases of the restrictive covenants from the aforementioned deeds from the City of Newburgh to RYM Investments, LLC, Mid Valley Properties, Inc., Jose Colon and Belius Bernabe; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh and its further development that such releases be granted;

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 releases of restrictive covenants contained in the aforementioned deeds in substantially the same form as annexed hereto and made a part of this resolution.

RELEASE OF COVENANTS AND RIGHT OF RE-ENTRY

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 122 William Street, Section 44, Block 3, Lot 17, on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, 5 and 6 in a deed dated April 18, 2007, from the CITY OF NEWBURGH to RYM INVESTMENTS, INC., recorded in the Orange County Clerk's Office in Liber 12429 of Deeds at Page 1893 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2017

THE CITY OF NEWBURGH

By:

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

STATE OF NEW YORK)
)ss.:
COUNTY OF ORANGE)

On the _____ day of _____ in the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RECORD AND RETURN TO:

RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 123 William Street, Section 45, Block 15, Lot 15, on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3 and 4 in a deed dated September 20, 1996, from the CITY OF NEWBURGH to MID VALLEY PROPERTIES, INC., recorded in the Orange County Clerk's Office in Liber 4457 of Deeds at Page 141 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2017

THE CITY OF NEWBURGH

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

STATE OF NEW YORK)
)ss.:
COUNTY OF ORANGE)

On the _____ day of _____ in the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RECORD AND RETURN TO:

RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 125 William Street, Section 45, Block 15, Lot 14, on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4 and 5 in a deed dated March 24, 1983, from the CITY OF NEWBURGH to JOSE COLON, recorded in the Orange County Clerk's Office in Liber 2251 of Deeds at Page 595 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2017

THE CITY OF NEWBURGH

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

STATE OF NEW YORK)
)ss.:
COUNTY OF ORANGE)

On the _____ day of _____ in the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RECORD AND RETURN TO:

Q I

Dated: _____, 2017

By:

STATE OF NEW YORK)
)ss.:
COUNTY OF ORANGE)

8. _____

RESOLUTION NO.: 234 -2017

OF

AUGUST 14, 2017

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A
SATISFACTION OF JUDGMENT FOR PROPERTIES LOCATED AT
116 WILLIAM STREET AND 118 WILLIAM STREET

WHEREAS, the properties located at 116 William Street and 118 William Street, more accurately described as Section 44, Block 3, Lots 14 and 15 on the official Tax Map of the City of Newburgh were privately owned between March 23, 2001 and March 14, 2016; and

WHEREAS, during that period of time, the City of Newburgh filed and recorded two (2) Judgments against the former owners and the properties totaling \$950.00; and

WHEREAS, the City of Newburgh acquired title to the properties through a tax foreclosure proceeding on March 14, 2016; and

WHEREAS, by Resolution No. 132-2017 of May 22, 2017, the City of Newburgh authorized the conveyance of the properties to the Newburgh Community Land Bank; and

WHEREAS, this Council has determined that executing a Satisfaction of Judgment for the two (2) judgment against the former owners and the properties, which cannot be enforced and were extinguished by the completion of the City's tax foreclosure proceeding, is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to execute the attached Satisfaction of Judgment for the two (2) Judgments in favor of the City of Newburgh.

234-17

SATISFACTION OF JUDGMENT

KNOW ALL MEN BY THESE PRESENTS, THAT

The City of Newburgh, a municipal corporation with a principal place of business at 83 Broadway, Newburgh, New York 12550;

Does hereby certify that the following Judgments against Dawn Wilson and Zakemic Taylor, which have not been further assigned of record, are of no further force and effect, and does hereby consent that the same be discharged of record:

1. Instrument 20100083082, Book 8095, Page 378 for \$200.00; and
2. Instrument 20140055080, Book 8146, Page 919 for \$750.00;

Dated: August _____, 2017

CITY OF NEWBURGH

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

STATE OF NEW YORK)
) ss.:
COUNTY OF ORANGE)

On the _____ day of August, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

Notary Public

RECORD & RETURN TO:

City of Newburgh, Corporation Counsel's Office
83 Broadway, City Hall
Newburgh, New York 12550

RESOLUTION NO. 235 - 2017

OF

AUGUST 14, 2017

A RESOLUTION AUTHORIZING THE
EXTENSION OF TIME TO CLOSE TITLE ON THE PROPERTY
LOCATED AT 51 COURTNEY AVENUE (SECTION 48, BLOCK 11, LOT 10)
SOLD AT PRIVATE SALE TO ANUSHA MEHAR

WHEREAS, by Resolution 331-2016 of December 12, 2016, the City Council of the City of Newburgh authorized the conveyance of property known as 51 Courtney Avenue (Section 48, Block 11, Lot 10) to Anusha Mehar; and

WHEREAS, by Resolution No.: 59-2017 of February 27, 2017, the City Council authorized an amendment to the terms of sale and extended the time to close until May 15, 2017; and

WHEREAS, the City Manager granted the sixty (60) day allotted extension to close title on said premises on or before July 14, 2017; and

WHEREAS, due to continuing circumstances, specifically outstanding title issues, Ms. Mehar, by her attorney, is requesting an additional extension of time to close; and

WHEREAS, this Council has determined that granting the requested extension would be in the best interests of the City of Newburgh and the future homeowner;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that an extension of time to close title for the property located at 51 Courtney Avenue is hereby authorized until February 28, 2018.

RESOLUTION NO.: 236-2017

OF

AUGUST 14, 2017

A RESOLUTION AUTHORIZING THE EXECUTION
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO SENTRY ENTERPRISES, LLC
TO THE PREMISES KNOWN AS 86 CARSON AVENUE
(SECTION 45, BLOCK 12, LOT 19)

WHEREAS, on March 8, 2016, the City of Newburgh conveyed property located at 86 Carson Avenue, being more accurately described on the official Tax Map of the City of Newburgh as Section 45, Block 12, Lot 19, to Sentry Enterprises, LLC; and

WHEREAS, the owner has requested a release of the restrictive covenants contained in said deed; and

WHEREAS, the appropriate departments have reviewed their files and recommend such release be granted; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh and its further development to grant such request;

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 release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, 4 and 5 of the aforementioned deed.

RELEASE OF COVENANTS AND RIGHT OF RE-ENTRY

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 86 Carson Avenue, Section 45, Block 12, Lot 19, on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4 and 5 in a deed dated March 8, 2016, from the CITY OF NEWBURGH to SENTRY ENTERPRISES, LLC, recorded in the Orange County Clerk's Office on May 15, 2016, in Liber 14051 of Deeds at Page 459 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2017

THE CITY OF NEWBURGH

By: _____
Michael G. Ciaravino, City Manager
Per Resolution No.: ____-2017

STATE OF NEW YORK)
)ss.:
COUNTY OF ORANGE)

On the _____ day of _____ in the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RESOLUTION NO.: 237-2017

OF

AUGUST 14, 2017

A RESOLUTION AUTHORIZING THE EXECUTION
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO WILLIAM MORRISOHN JR.
TO THE PREMISES KNOWN AS 368 SOUTH STREET
(SECTION 17, BLOCK 2, LOT 26)

WHEREAS, on February 2, 2016, the City of Newburgh conveyed property located at 368 South Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 17, Block 2, Lot 26, to William Morrisohn, Jr. and

WHEREAS, the owner has requested a release of the restrictive covenants contained in said deed; and

WHEREAS, the appropriate departments have reviewed their files and recommend such release be granted; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh and its further development to grant such request;

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 release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, 4 and 5 of the aforementioned deed.

237-17

RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 368 South Street, Section 17, Block 2, Lot 26, on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4 and 5 in a deed dated February 2, 2016, from the CITY OF NEWBURGH to WILLIAM MORRISOHN, JR., recorded in the Orange County Clerk's Office on April 4, 2016, in Liber 14032 of Deeds at Page 1690 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2017

THE CITY OF NEWBURGH

By: _____

Michael G. Ciaravino, City Manager
Per Resolution No.: ____-2017

STATE OF NEW YORK)

)ss.:

COUNTY OF ORANGE)

On the _____ day of _____ in the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RESOLUTION NO.: 238 - 2017

OF

AUGUST 14, 2017

A RESOLUTION TO CO-SPONSOR A COMMUNITY EVENT
ORGANIZED BY THE NEWBURGH/HIGHLAND FALLS NAACP CHAPTER
IN DELANO-HITCH RECREATION PARK

WHEREAS, the Newburgh/Highland Falls NAACP Chapter organized a community event held in the Delano-Hitch Recreation Park on July 29, 2017; and

WHEREAS, the organizer requested that the City Council support the event as a City-sponsored event; and

WHEREAS, this City Council finds that supporting the community event in Delano-Hitch Recreation Park as a City-sponsored event is in the best interests of the residents of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York hereby supports and sponsors the Newburgh/Highland Falls NAACP Chapter's community event in Delano-Hitch Recreation Park on July 29, 2017 as a City-sponsored event and that such sponsorship be limited to providing insurance coverage for the event.

RESOLUTION NO.: 239 - 2017

OF

AUGUST 14, 2017

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PAYMENT
OF CLAIM WITH ROSEMARY SMITH IN THE AMOUNT OF \$1,010.34

WHEREAS, Rosemary Smith 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 One Thousand Ten and 34/100 Dollars (\$1,010.34) 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 Rosemary Smith in the total amount of One Thousand Ten and 34/100 Dollars (\$1,010.34) 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.

RESOLUTION NO.: 240-2017

OF

AUGUST 14, 2017

A RESOLUTION AUTHORIZING THE SETTLEMENT OF LITIGATION REGARDING
THE IN REM TAX FORECLOSURE OF LIENS FOR THE YEAR 2014 RELATIVE TO
220 GIDNEY AVENUE (SECTION 7, BLOCK 9, LOT 17)

WHEREAS, the City of Newburgh commenced and completed a proceeding for the foreclosure of certain tax liens, such action being designated as Orange County Index Number 2014-8858; and

WHEREAS, Mark T. Starkman, Esq., as Successor Trustee of the Bruce Daniel Brewer Supplemental Needs Trust, which Trust held title to the property known as 220 Gidney Avenue, being more accurately described as Section 7, Block 9, Lot 17 on the official tax map of the City of Newburgh, has established that he was not properly served in the tax foreclosure action by the City of Newburgh, and has asked to settle this matter without litigation; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager is hereby authorized and directed to execute and deliver a quitclaim deed to Mark T. Starkman, Esq., as Successor Trustee of the Bruce Daniel Brewer Supplemental Needs Trust no later than September 30, 2017.

RESOLUTION NO.: 241 - 2017

OF

AUGUST 14, 2017

A RESOLUTION TO AUTHORIZE THE RE-PURCHASE OF REAL PROPERTY
KNOWN AS 248 FIRST STREET (SECTION 22, BLOCK 5, LOT 27)
AT PRIVATE SALE TO GEORGE BLAKE

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, George Blake, the former owner of 248 First Street, being more accurately described as Section 22, Block 5, Lot 27, on the official tax map of the City of Newburgh, has requested to re-purchase the property at private sale; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of 248 First Street, Section 22, Block 5, Lot 27, to George Blake be and hereby is confirmed and that the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of all past due tax liens, together with all interest and penalties accruing thereon, and all currently due taxes and charges are paid, in full, for a total amount of \$5,893.69, no later than August 31, 2017; and

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

RESOLUTION NO.: 242 - 2017

OF

AUGUST 14, 2017

A RESOLUTION TO AUTHORIZE THE REPURCHASE OF REAL PROPERTY
KNOWN AS 37 JOHNES STREET (SECTION 46, BLOCK 1, LOT 5) AND
39 JOHNES STREET (SECTION 46, BLOCK 1, LOT 4)
AT PRIVATE SALE TO PAULINA ROBINSON AND LEFORD ROBINSON

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, Paulina Robinson and Leford Robinson, the former owners of 37 Johnes Street and 39 Johnes Street, being more accurately described as Section 46, Block 1, Lot 5 and Section 46, Block 1, Lot 4, respectively, on the official tax map of the City of Newburgh, have requested to re-purchase the property at private sale; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of 37 Johnes Street, Section 46, Block 1, Lot 5, to Paulina Robinson and Leford Robinson be and hereby is confirmed and that the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchasers upon receipt of all past due tax liens, together with all interest and penalties accruing thereon, and all currently due taxes and charges are paid, in full, for a total amount of \$766.23, no later than August 31, 2017; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the sale of 39 Johnes Street, Section 46, Block 1, Lot 4, to Paulina Robinson and Leford Robinson be and hereby is confirmed and that the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchasers upon receipt of all past due tax liens, together with all interest and penalties accruing thereon, and all currently due taxes and charges are paid, in full, for a total amount of \$766.23, no later than August 31, 2017; and

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

RESOLUTION NO.: 243 - 2017

OF

AUGUST 14, 2017

A RESOLUTION TO AUTHORIZE THE REPURCHASE OF REAL PROPERTY
KNOWN AS 124 CARSON AVENUE (SECTION 45, BLOCK 10, LOT 15)
AT PRIVATE SALE TO SURENDRA DASS

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, Surendra Dass, the former owner of 124 Carson Avenue, being more accurately described as Section 45, Block 10, Lot 15, on the official tax map of the City of Newburgh, has requested to re-purchase the property at private sale; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of 124 Carson Avenue, Section 45, Block 10, Lot 15, to Surendra Dass be and hereby is confirmed and that the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of all past due tax liens, together with all interest and penalties accruing thereon, and all currently due taxes and charges are paid, in full, for a total amount of \$16,637.35, no later than August 31, 2017; and

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

RESOLUTION NO.: _____ 244 _____ - 2017

OF

AUGUST 14, 2017

A RESOLUTION DEDICATING A PORTION OF WASHINGTON STREET
FROM SOUTH JOHNSTON STREET TO LIBERTY STREET
AS REV. FRANK E. JONES WAY

WHEREAS, Reverend Frank E. Jones was a deeply committed spiritual leader and social activist and brought these qualities to the City of Newburgh, New York as the pastor of the A.M.E. Zion Church of Newburgh in 1964 and by founding the Newburgh Community Action Committee, Inc. in 1965; and

WHEREAS, in 1964, Reverend Jones organized the Varick Homes Housing Development Fund to acquire real property and complete the construction of Varick Homes, a 122 unit development of low to moderate income housing on eight acres in the City of Newburgh, and provided his expertise as a consultant to the Greater Centennial Housing Development Fund Co. in Mount Vernon, New York and to the Burton Towers Housing Development Fund Company, Inc. which provide additional and needed low to moderate income housing; and

WHEREAS, Reverend Jones was devoted to the A.M.E. Zion Church and served denomination as a pastor in several churches in the eastern United States and served as the International President of the Ministers and Lay Association of the A.M.E. Zion Church, as President of the Judicial Counsel, the Supreme Legal Counsel of the A.M.E. Zion Church, as Delegate of the New York Conference to the General Conference which is the law-making body of the A.M.E. Zion Church and numerous other committee memberships throughout the A.M.E. Zion Church; and

WHEREAS, Reverend Jones was an active participant in the civil rights movement and received many awards for his commitment to civil rights including the Omega Psi Phi Martin Luther King, Jr. Award, the NAACP Distinguished Service Award, the Key to the City of Newburgh, Alpha Phi Alpha Social, Economic, Political Involvement and Action Award, and induction into the Foot Soldiers Hall of Fame at the National Civil Rights Museum in Selma, Alabama; and in 2013 he was recognized at the 50th Anniversary of the March on Washington as a participant in the original 1963 March with Dr. Martin Luther King, Jr.;

NOW, THEREFORE, BE IT RESOLVED, in recognition of Reverend Jones's outstanding commitment to the principles he represented and of our ongoing obligations to treat one another with tolerance, compassion and understanding, that the portion of Washington Street from South Johnston Street to Liberty Street be named in his honor, as the Reverend Frank E. Jones Way, and

that an unveiling of signage indicating this change be held, with appropriate ceremony, at a date to be designated by Reverend Jones's family; and that a copy of this resolution be forwarded to Reverend Jones's family, with greatest respect, from the entire Newburgh City Council; and

BE IT FURTHER RESOLVED, that the City Manager be and he is hereby authorized to effectuate the necessary and appropriate signage in keeping herewith.

RESOLUTION NO.: 245 - 2017

OF

AUGUST 14, 2017

RESOLUTION SCHEDULING A PUBLIC HEARING
FOR SEPTEMBER 11, 2017 TO HEAR PUBLIC COMMENT
CONCERNING A LOCAL LAW AMENDING CITY CHARTER SECTION C3.12
ENTITLED "RESIDENCY REQUIREMENTS"
OF THE CODE OF THE CITY OF NEWBURGH

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning "A Local Law Amending City Charter Section C3.12 entitled 'Residency Requirements' of the Code of the City of Newburgh"; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 11th day of September, 2017, in the 3rd Floor Council Chambers, 83 Broadway, City Hall, Newburgh, New York.

#245-17
LOCAL LAW NO., _____ -2017

OF

_____, 2017

A LOCAL LAW AMENDING SECTION C3.12 ENTITLED "RESIDENCY
REQUIREMENTS" OF THE CODE OF THE CITY OF NEWBURGH

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 C3.12 of
entitled "Residency Requirements" of the Code of the City of Newburgh."

SECTION 2- AMENDMENT

§ 3.12 of the City Charter is hereby amended as follows:

D. Residency for new officers. Every person initially appointed as an officer of the City of
Newburgh on or after January 13, 2015 shall as a qualification of employment by the City
of Newburgh be a resident of the City of Newburgh at the time of initial permanent
appointment or become a resident within 90 days of permanent appointment and shall
remain a resident of the City of Newburgh as a condition of continued appointment and
employment. Except as hereinafter provided, any officer of the City of Newburgh who
does not comply with the residency requirements of this Section shall be deemed to have
voluntarily resigned.

G. Exceptions

1. Notwithstanding any provisions of this Section to the contrary, any person
holding an officer position of the City as of January 12, 2015 and who was not
a resident of the City as of that date, shall not be required to comply with the
requirements of this Section.
2. Nothing herein shall change the residency requirement for any elected City
official.
3. Nothing herein shall change the residency requirement of the City Manager as
provided in City Charter Section C5.00(C).

Underlining denotes additions
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4. Notwithstanding any provisions of this Section to the contrary, any person who is employed by the City on INSERT DATE AFTER DATE OF ADOPTION and who was not a City resident as of that date, shall not be required to comply with the requirements of this Section upon the appointment to an officer position.

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.

SECTION 4 - EFFECTIVE DATE

This Local Law shall take effect immediately when it is filed in the Office of the New York State Secretary of State in accordance with Section 24 of the Municipal Home Rule Law.

DRAFT

Underlining denotes additions
~~Strikethrough~~ denotes deletions

The City of Newburgh Office of the Corporation Counsel

City Hall – 83 Broadway
Newburgh, New York 12550

Michelle Kelson
Corporation Counsel

Tel. (845) 569-7335
Fax. (845) 569-7338

Jeremy Kaufman
Assistant Corporation Counsel

MEMORANDUM

TO: Councilwoman Genie Abrams
Councilwoman Regina Angelo
Councilman Torrance Harvey
Councilwoman Cindy Holmes
Councilwoman Karen Mejia
Councilwoman Hillary Rayford
Mayor Judy Kennedy
Michael G. Ciaravino, City Manager

FROM: Michelle Kelson, Corporation Counsel

RE: Proposed Amendments to Local Law No. 1-2015
Residency Requirement for Municipal Officers

DATE: August 4, 2017

As you are aware, by Local Law No. 1-2015 of January 12, 2015, the City Council adopted a residency requirement for the Municipal Officers listed in City Charter Section C3.00(B) and (C). The residency requirement was imposed prospectively for all municipal officers initially appointed on or after January 13, 2017. At the July 6, 2017 work session, concerns were raised about the goals, objectives and application of Local Law No. 1-2015, and it was requested that further discussion of this topic be placed on the August 10, 2017 work session agenda. The concerns appear to focus on balancing the idea of fostering more engaged and committed municipal officers through City residency and recruiting, retaining and promoting the best qualified candidates for municipal officer positions.

Summarizing the concerns raised about Local Law No. 1-2015:

1. Application to individuals who were City employees on or before the date of adoption but who were not municipal officers. Local Law No. 1-2015 requires individuals who were City employees but who were not City residents on or before effective date of the local law to become City residents in order to be considered for a subsequent appointment to a municipal officer position. This has been perceived to have a negative effect on the

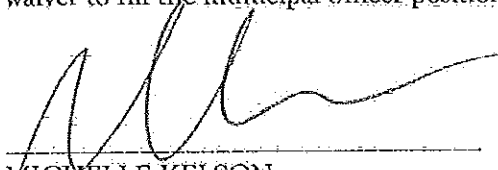
opportunities for individuals who were employed by the City who want to be promoted to more senior positions but did not contemplate City residency because it was not required at the time the individual commenced employment with the City. Additionally, Local Law No. 1-2015 provided an exception from the residency requirement for the individuals holding municipal officer positions at the time of adoption but some of those incumbents had less time in service to the City than other employees who are subject to the residency requirement and who want to be considered for promotion.

2. The potential to limit or negatively impact recruitment for the most senior City positions.

I have prepared a draft amendment to Local Law No. 1-2015 containing options to address these concerns,

The proposed amendment would apply the exception to the residency requirement to all individuals who are employed by the City on the effective date of a local law containing such amendment. It would treat incumbent employees the same as the incumbent municipal officers. If a current employee was eligible for an appointment to a municipal officer position on a promotional basis and the employee was not a City resident, the employee would not be required to become a City resident by accepting the promotional appointment.

The proposed amendment also would offer the possibility of a partial or full waiver of the residency requirement on a case by case basis where sufficient evidence is submitted and establishes that the municipal officer position cannot be filled with a qualified City resident or a qualified nonresident who is willing to become a City resident. The proposed waiver would be granted to a specific individual for a specific appointment and is not intended to be a general waiver to fill the municipal officer position.



MICHELLE KELSON
Corporation Counsel

MK/bhs
Attachment

LOCAL LAW NO.: _____ - 2017

OF

_____, 2017

A LOCAL LAW AMENDING SECTION C3.12 ENTITLED "RESIDENCY
REQUIREMENTS" OF THE CODE OF THE CITY OF NEWBURGH

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 C3.12 entitled 'Residency Requirements' of the Code of the City of Newburgh".

SECTION 2 - AMENDMENT

City Charter Section C3.12 entitled "Residency Requirements" is hereby amended as follows:

- A. Purpose. The City Council of the City of Newburgh finds that individuals who are officers and department heads of the City of Newburgh take a greater interest, commitment and involvement in the municipality that employs them by living within that community. The City Council further finds that in order to protect the health safety and welfare of the citizens of the City where emergencies and emergency work arise, it is necessary that the officers and department heads reside in the City. Accordingly, the City Council determines that there is a sufficient public need to require that officers and department heads initially appointed and hired after the effective date of this Section be residents of the City of Newburgh.
- B. Application. This section shall apply to the officers of the City of Newburgh enumerated in Subsection C3.00(B) and (C) of this Article and the City Marshal and Acting City Marshal initially appointed after the effective date of this local law on or after January 13, 2015. This section shall not supersede or override any other residency provision existing in state or federal law or existing in the City Charter and Code of Ordinances of the City of Newburgh found to be contrary to the provisions herein. City Charter Section C3.00(D) is hereby repealed by this local law.
- C. Definitions. As used in this section, the following terms shall have the meanings indicated:

OFFICER - includes the City Manager, three Civil Service Commissioners, the City Clerk, the members of the Traffic and Parking Advisory Committee, the Corporation Counsel, the City Comptroller, the City Assessor, the City Collector, the City Purchasing Agent, the City

~~Strikethrough~~ denote deletions
Underlining denotes additions

Engineer, the Superintendent of Public Works, the Superintendent of Water, the Police Chief, the Fire Chief, the Building Inspector, the Plumbing Inspector, the Registrar of Vital Statistics, the Deputy Registrar of Vital Statistics, the Parks and Recreation Director, one Planning and Development Director as enumerated in City Charter Section C3.00(B) and (C) initially appointed and hired by the City of Newburgh after the effective date of this local law on or after January 13, 2015 and the City Marshal and Acting City Marshal initially appointed after the effective date of this local law on or after January 13, 2015.

RESIDENCY – a person's usual and customary place of abode where the individual lives and regularly stays, the place where the family of any person permanently resides and the place where any person having no family generally lodges

D. Residency for new officers. Every person initially appointed as an officer of the City of Newburgh after the effective date of this local law on or after January 13, 2015 shall as a qualification of employment by the City of Newburgh be a resident of the City of Newburgh at the time of initial permanent appointment or become a resident within 90 days of permanent appointment and shall remain a resident of the City of Newburgh as a condition of continued appointment and employment. Except as hereinafter provided, any officer of the City of Newburgh who does not comply with the residency requirements of this Section shall be deemed to have voluntarily resigned.

E. Verification and documentation.

1. The City Council shall be responsible for verifying the compliance with this residency requirement for the City Manager, Civil Service Commissioners, City Clerk and members of the Traffic and Parking Advisory Committee. The City Manager shall be responsible for verifying the compliance with this residency requirement for the remaining officers, except for the City Marshal and Acting City Marshal. The City Court shall be responsible for verifying compliance with this residency requirement for the City Marshal and Acting City Marshal.

2. All relevant sources of verification or documentation must be considered in determining an officer's residence. Where the officer's family permanently resides is a significant factor in determining the officer's residence. The following sources of verification or documentation also should be considered:

Voter's registration
Driver's license
Motor vehicle registration
Utility bills and receipts
Deed

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Underlining denotes additions

Tax bills and receipts
Contract for sale
Lease or rental agreement
Landlord's affidavit
Insurance policies
Visual verification

F. Waiver.

1. In the event that after a reasonable recruitment period, a municipal officer position covered by this Section cannot be filled by appointing a qualified City resident or a qualified nonresident who is prepared to become a resident within in 90 days of his or her permanent appointment as provided in the provisions of Subsection D of this Section, a waiver of the residency requirements for said position, in whole or in part, will prevent the City from filling the officer positions, one sixty (60) day extension may be granted as follows:
 - a. By the City Council for the Civil Service Commissioners, the City Clerk and the Traffic and Parking Advisory Committee members;
 - b. By the City Manager for the remaining officers, except for the City Marshal and Acting City Marshal; and
 - c. By the City Court for the City Marshal and Acting City Marshal.
2. The person or body authorized to grant the waiver shall certify in writing to the City Council the facts and circumstances supporting the determination to grant the waiver. Such waiver shall apply to such specific individual appointment for which the certification and waiver was granted.

G. Exceptions

1. Notwithstanding any provisions of this Section to the contrary, any person holding an officer position of the City or who is an employee of the City as of the effective date of this local law January 12, 2015 and who was not a resident of the City as of that date, shall not be required to comply with the requirements of this Section.
2. Nothing herein shall change the residency requirement for any elected City official.
3. Nothing herein shall change the residency requirement of the City Manager as provided in City Charter Section C5.00(C).

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Underlining denotes additions

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.

SECTION 4 - EFFECTIVE DATE

This Local Law shall take effect on _____, 2017 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.

~~Strikethrough~~ denote deletions
Underlining denotes additions

RESOLUTION NO.: 246 - 2017

OF

AUGUST 14, 2017

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN
AGREEMENT FOR THE STABILIZATION OF THE DUTCH REFORMED CHURCH
AND NEGOTIATE ON BEHALF OF THE CITY OF NEWBURGH
A LAND DEVELOPMENT AGREEMENT WITH
ALEMBIC COMMUNITY DEVELOPMENT, COMMUNITY ACCESS AND
HESTER STREET COLLABORATIVE IN CONNECTION WITH
THE REDEVELOPMENT OF THE DUTCH REFORMED CHURCH, THE CITY CLUB
AND 2 MONTGOMERY STREET

WHEREAS, the City of Newburgh wishes to develop the City-owned Dutch Reformed Church, the City Club and 2 Montgomery Street (the "Properties"); and

WHEREAS, the City has issued a Request For Proposals (RFQ) for the development of the Properties and received three (3) responses from developers interested in pursuing development projects on the Properties; and

WHEREAS, the City staff and a review committee experienced in Historic Preservation, architecture and community-based development have reviewed the responses to the RFP and recommended to City Council that Alembic Community Development, Community Access and Hester Street Collaborative be selected to develop the Properties; and

WHEREAS, to advance the progress of the development of the Properties it is necessary, appropriate and in the best interests of the City to negotiate a development agreement with Alembic Community Development, Community Access and Hester Street Collaborative; and

WHEREAS, of paramount importance is the stabilization of the Dutch Reformed Church and Alembic Community Development and its partners have agreed to undertake the immediate stabilization of the Dutch Reformed Church in collaboration with the City; and

WHEREAS, the City has determined that granting access to the Dutch Reformed Church prior to finalizing the development agreement for the purposes of immediate stabilization before the next winter season and for conducting other related pre-development activities in the form of a license agreement is necessary, appropriate and 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 enter into a license agreement with Alembic Community Development, and its development partners and contracted agents, with provisions as Corporation Counsel may require, to allow access to the Dutch Reformed Church for the purposes of immediate stabilization and to perform related predevelopment activities as necessary and appropriate; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh that the City Manager be and he is hereby authorized to negotiate on behalf of the City of Newburgh a development agreement with Alembic Community Development, Community Access and Hester Street Collaborative for the development of the Dutch Reformed Church, the City Club and 2 Montgomery Street.



City of Newburgh
City Comptroller's Office

City Hall – 83 Broadway, 4th Floor
Newburgh, New York 12550

Tel: (845) 569-7322
Fax: (845) 569-7490

Kathryn Mack
City Comptroller
kmack@cityofnewburgh-ny.gov

NOTICE

REQUEST FOR PROPOSALS - RFP #16.16

FOR THE
**REHABILITATION OF TWO ARCHITECTURALLY SIGNIFICANT BUILDINGS AND 1.8
ACRES OF URBAN RENEWAL LAND**

CITY OF NEWBURGH, NEW YORK

Request for Proposals (RFP) will be received by the City Comptroller in her office at City Hall, 83 Broadway, 4th floor, Newburgh, New York until 11:00 a.m. (local time) Wednesday, February 1st, 2017 for the purchase and rehabilitation of two architecturally significant buildings and 1.8 acres of Urban Renewal land in the City of Newburgh NY.

The RFP Document, becoming available to the public on Friday November 25, 2016, may be obtained by visiting the Bidnet website at: <http://www.bidnet.com>, selecting the "Open Bids" tab and title of solicitation. Vendors may have to register if visiting this site for the first time.

Responses to this RFP shall be delivered to the City Comptroller by hand, mail or other courier type services and must be received on or before the specified due date and time. Facsimile or electronic mail submissions will not be accepted. **Vendors are responsible for timely delivery of their Proposals.** There will be no exceptions.

The City of Newburgh hereby notifies all prospective vendors that it will affirmatively insure that in regard to any Contract entered into pursuant to this Notice, minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration of an award.

The City of Newburgh reserves the right to reject any or all Proposals and to waive any informality or technicality in any Proposal deemed to be in the best interest of the City. Contract award may be subject to approval by the City Council.

By Order of the City of Newburgh:

By: _____
Kathryn Mack, City Comptroller

Dated: Friday, November 25th, 2016

"AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER"

Advertisement Date:	Hudson Valley Black Press:	Wednesday, November 23, 2016
	Mid-Hudson Times:	Wednesday, November 23, 2016
	Sentinel	Friday, November 25, 2016

Released: November 25, 2016
Due: February 1, 2017

City of Newburgh
Office of Planning and Development
83 Broadway
Newburgh, NY 12550
(845) 569-9400
www.cityofnewburgh-ny.gov

Request for Developer Proposals

The City of Newburgh, NY has identified an area of the City Center, on the downtown hillside overlooking the Hudson River, as a focus for redevelopment. A master developer is sought to collaborate with the City in the creation of viable residential, commercial, and public space. The area defined for redevelopment includes two architecturally significant buildings—the 1835, Alexander Jackson Davis designed Dutch Reformed Church (DRC) and the Andrew Jackson Downing designed City Club. A 1.8 acre parcel of Urban Renewal land is included for the purposes of providing for an income generating project to support the preservation and restoration of the City Club and the DRC, and to ensure a public use of the DRC.

Overview of the City of Newburgh

The City of Newburgh is located 60 miles north of New York City on the western bank of the Hudson River in Orange County, New York. Newburgh is a densely populated urban community of 3.8 square miles bounded by the Hudson River to the east, the Town of Newburgh to the north and west, and the Town of New Windsor to the south. The City has a population of approximately 30,000.

Newburgh maintains Certified Local Government status for the management of its National Register historic districts and National Landmarks, and therefore projects could take advantage of State and Federal historic tax credits. The grace and beauty of many of the structures in the East End Historic District are renowned throughout the Hudson Valley. The East End Historic District in the City of Newburgh was listed on the National Register of Historic Places on August 15, 1985. The City Council adopted the designated area as a local historic district in September 1985. The 445-acre district includes over 2,400 contributing buildings - many designed by some of the most renowned architects of the 19th century. According to the New York State Historic Preservation Office (SHPO), at that time it was numerically the largest historic district in New York State and the ninth largest in the nation.

Newburgh has ferry access to the Metro North Train station in Beacon, NY and has integral highway access to the New York State Thruway Rte. 87, Interstate Rte. 84, NYS 9W and NYS 17K. Stewart International Airport is located less than 10 miles from the development site.

The City has a progressive zoning code adopted in 2015 and streamlined land use board review processes. The staff of the Planning and Development Office as well as the Engineer's Department are available to assist with the planning of this new project.

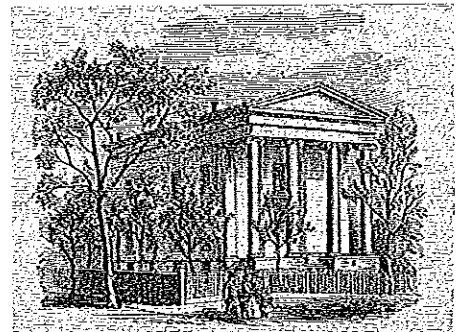
Additional Considerations

All three properties – the DRC, City Club and the vacant land parcel - are within walking distance to the revived Newburgh Waterfront and to the commuter ferry - which shuttles passengers across the Hudson River to Metro North's Beacon train station. They are also conveniently located close to several civic institutions as well a rejuvenated stretch of Liberty Street - near the NYS Historic Site of Washington's Headquarters - offering an expanding array of restaurants, galleries and shops.

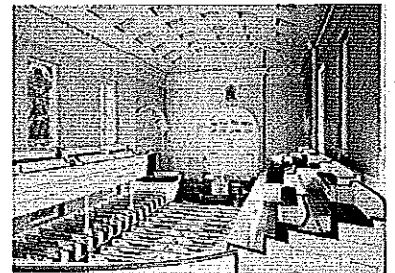
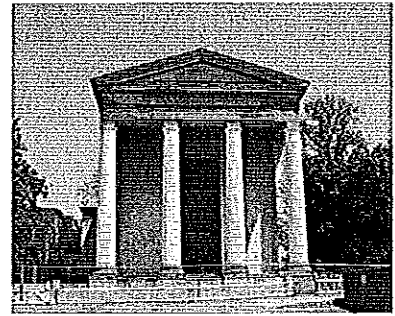
Each of the three properties enjoys unparalleled, sweeping vistas of the Hudson River and the Hudson Highlands that would greatly enhance any redevelopment plan.

Historic Dutch Reformed Church

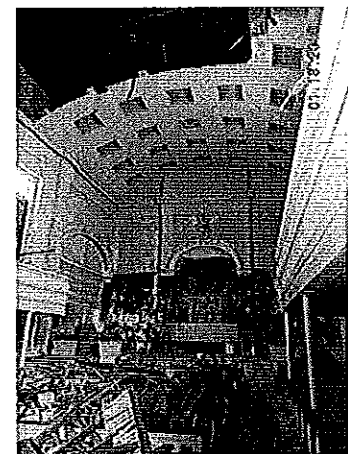
Recognized as the 'Beacon on the Hill', this National Historic Landmark building was recognized as a "Save America's Treasures" site by the federal government, was named one of the World Monument Fund 100 most endangered heritage sites and was named one of the "7 to Save" by the Preservation League of New York State in 2015. An outstanding Greek Revival building designed in 1835 by world-renowned architect Alexander Jackson Davis, the monumental structure borrows proportions and details from classical Greek precedents and was intended as a symbol of the community's enlightened taste.



Today, however, after several decades on non-use and neglect, the Dutch Reformed Church (DRC) is in a dire state of disrepair needing immediate stabilization and extensive restoration. The magnificent, acoustically acclaimed interior has deteriorated significantly, specifically following a collapse of a large portion of the vaulted coffered ceiling in 2014. The DRC has been the site for a National Park Service and World Monument Fund Summer School in Restoration Arts in the early 2010s. Presently, the Preservation League of New York State has undertaken an update of the engineering study which will be available to potential developers. The nomination for the Dutch Reformed Church's National Historic Landmark status is available upon request.



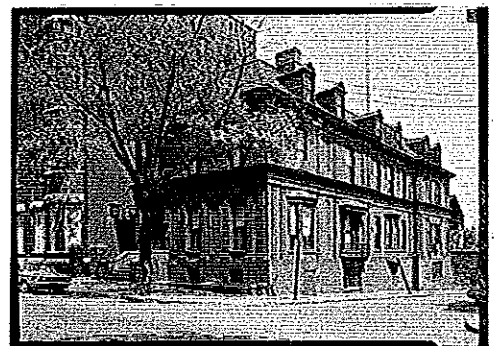
The City of Newburgh is seeking a full restoration of the DRC and re-establishment of its historic role as a civic center for the City, where people can gather together in common purpose to discuss ideas, celebrate our heritage and culture, host important events, and enjoy the arts. The final use and management of the DRC should be considered in consultation with the adjacent community in order to allow for some or all of those uses mentioned above, and to ensure long-lasting preservation of the structure.



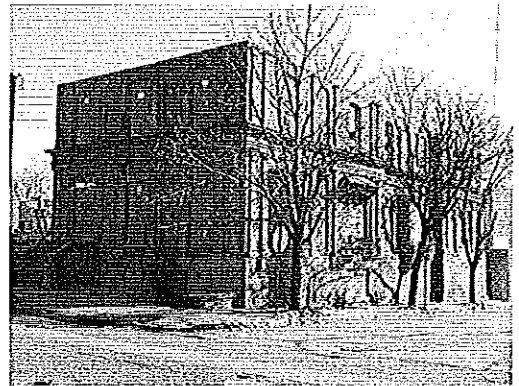
The DRC, with its commanding hillside location, is highly visible from the river. Its lot size is approximately 160' by 215' (tax map parcel: section 19 block 1 lot 25). A community garden has been created along the southern end of the lot adjacent to the Newburgh Free Library and Newburgh Enlarged City School District administration building.

The City Club

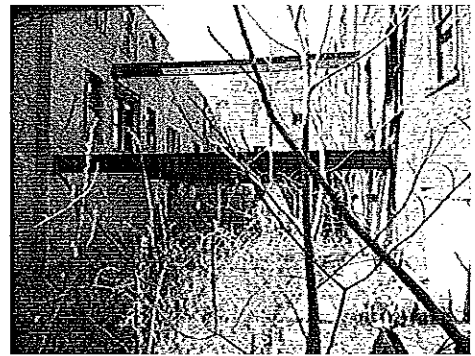
Just south of the Dutch Reformed Church, is 120 Grand Street - commonly referred to as the "City Club" building. Like the DRC, it is located in the heart of Newburgh's East End Historic District.



This distinctive brick and sandstone building was based on a collaborative design by Andrew Jackson Downing and Calvert Vaux. It was built between 1852 and 1857. A description of the building was included in the 1857 Vaux publication "Villas and Cottages" as Design No. 22 ("Suburban House with Curved Roof"). The building was originally designed as the home/office of William Culbert. In 1904, it became headquarters of the Newburgh City Club, an organization catering to the city's leading businessmen and politicians. Shortly thereafter some additions were made to the original structure.



The building was carefully restored in the 1970's but succumbed to a fire in 1981. Sadly, all that remains of the original structure are the foundation walls and exterior walls of the first and second stories. The first and second floors were listed as having a combined square footage of 7,128 square feet. The building has no interior walls or roof. The structure's exterior walls are supported by interior steel beams.



The City Club building is prominently located on a 45' x 122' lot (tax map parcel: section 24 block 2 lot 17) at the corner of Grand and Second Streets. The property borders a parcel containing the Newburgh Free Library as well as the offices of the Newburgh Enlarged City School District. The 1841 County Courthouse and St. George's Episcopal Church, one of the oldest buildings in the City of Newburgh, sit across the street - to the west of the City Club building. A municipal parking lot is situated across Second Street, to the building's south.

Both the City Club and the DRC are located in the Downtown Neighborhood zoning district. Interested developers are urged to consult the City of Newburgh's Zoning Ordinance for information on the variety of uses permitted within the Downtown Neighborhood District.

A full exterior restoration would be preferred, however alternative plans for rehabilitation or reuse may be considered. Additionally, some public access or community use would be preferred. However, the City may consider projects or developments that offer less public access in exchange for a more substantial restoration.

Potential Tax Credits and Tax Exemptions

Both buildings are located within the City of Newburgh's East End Historic District. Therefore, the buildings are eligible for the New York State Rehabilitation Tax Credit Program which is used in conjunction with the Federal Historic Preservation Tax Incentive. The tax credits are intended to provide owners with a financial incentive to rehabilitate a building in a manner that retains its historic characteristics. Owners can take advantage of credits on both state and federal income taxes, each providing 20% tax credits for Qualified Rehabilitation Expenditures (QRE). Developers can opt to syndicate these credits. The project must meet the guidelines as established in the Secretary of the Interior's Standards for the Rehabilitation of Historic Buildings, with oversight from the State Historic Preservation Office (SHPO).

The project would also qualify for the Alteration or Rehabilitation of Historic Real Property Tax Exemption (RP-444a): nine-year exemption applicable to the increase in assessed value for the portion attributable to the alteration or rehabilitation of an historic property for historic preservation. For the first five years of the exemption, the increase in value attributable to the rehab work is 100% exempt from city and school taxes. For the remaining four years of the exemption, the exemption decreases by 20% each year.

Parcel of Former Urban Renewal Land

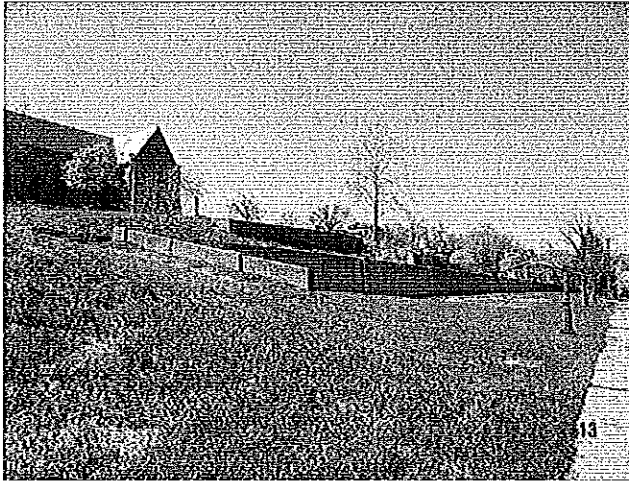
Bundled with the two historically significant buildings is 2 Montgomery Street, a 1.8 acre block of former urban renewal land bounded by Montgomery Street, Second Street, Colden Street, and Orange County Community College. This vacant, commercial parcel possesses panoramic, unobstructed views of the Hudson River and Mount Beacon.



The property is also known as 1-3 Colden Street, 2-34 Montgomery Street and 56 Second Street (tax map parcel: section 24 block 10 and lot 1.2). It was formed by combining several small lots into one larger parcel. Years ago, a city street transected the property; remnants of the street's retaining walls emerge as outcroppings throughout certain sections of the lot. The parcel has access to both municipal water and sewer.

The property is in the Waterfront Gateway Zone and is zoned to maximize the residential and commercial density of new development. A new project here

should capitalize on the dramatic views of the Hudson River while protecting the views of the river from upland.



Mid to high-rise buildings, with shop fronts on the first floor to foster pedestrian activity, are encouraged in this zoning district. Projects that meet the zoning requirements without the need for substantial variances are expected. Details of the Waterfront Gateway Zone can be found at <http://ecode.com/30538943>.

Site Inspection

A limited inspection of the properties can be arranged by appointment. Due to the current condition of the buildings, site inspection of the City Club is limited to an exterior inspection and a visual inspection of the interior of the structure from an 'unboarded' window or door. An inspection of the DRC will be guided. The vacant land at 2 Montgomery Street is fully accessible.

Access to Municipal Files

Tax maps and tax information for the City of Newburgh is accessible through Orange County's Department of Real Property. The tax map numbers for the lots included in the RFP are: Section 24 Block 10 and Lot 1.2 (2 Montgomery Street); Section 24 Block 2 Lot 17 (120 Grand Street), and Section 19 Block 1 Lot 25 (134 Grand Street).

Property cards can be accessed through Image Mate Online:
<http://propertydata.orangecountygov.com/imate/>

Digital tax maps can be viewed on the Orange County GIS BaseMap:
<http://ocgis.orangecountygov.com/OrangeCountyBaseMap/index.html>

Property files for each of the properties can be accessed during regular business hours at the City of Newburgh Building Department, at 123 Grand Street.

Evaluation Criteria

The City of Newburgh is seeking a developer with a vision for repurposing these iconic City of Newburgh buildings. The purchaser must have not only the financial means to purchase and rehabilitate the structure but also have considerable experience restoring historic buildings and developing programming for them or managing suitable tenants.

Proposals will be evaluated based on the following criteria, weighted accordingly:

- A rehabilitation that preserves the historic character of the properties, is compatible with the immediate neighborhood and also creates renewed purpose for the neighborhood. (30%)
- A proposed use that promotes economic development in the City's downtown area and that may stimulate further redevelopment activity. (30%)
- Demonstrated financial capacity and experience to complete the rehabilitation in a timely manner. (30%)
- Offer price. (10%)

Submission Materials

Any response to this RFP should include one original and four copies of the following:

- A completed Private Owner Development Application (PODA). Please note that Page 6 should be supplemented with or replaced with information as described below. Please be sure to answer all questions and note if you are providing more information in a separate part of the response package. The PODA is available at:
[http://www.cityofnewburgh-ny.gov/planning-development/pages/buying-property-from-the-city-of-newburgh-](http://www.cityofnewburgh-ny.gov/planning-development/pages/buying-property-from-the-city-of-newburgh) A letter of interest in the project which includes detailed information about the identified project development plan. Preliminary plans or drawings are expected.
- A list of previously completed projects comparable in size and scope.
- The demonstrated capacity of the developer to finance the purchase, develop the property and manage its final use.
- A projected budget and time schedule for the project.
- A community outreach/ public participation plan.

Submission of Proposals

An evaluation of the responses contained in the previous section will serve as a basis of selection of the Developer best suited to meet the City's goals for the site. Those deemed "best-suited" then may be asked to submit a more detailed proposal. The City of Newburgh reserves the right to amend its evaluation criteria, at its sole discretion.

The City may, at its option, interview Developers as part of this selection process. However, selection may take place without such interviews. Applicants are urged to submit proposals as complete as possible on their initial submission.

The City of Newburgh may terminate the RFP process at any time for any reason. The City of Newburgh also reserves the right to reject any and/or all proposals.

The issuance of the RFP does not obligate the City of Newburgh to select a proposal and/or enter into any agreement. Any submission does not constitute business terms under any eventual agreement.

This RFP does not in any way commit the City of Newburgh to reimburse respondents for any costs associated with the preparation and submission of this proposal.

The proposal chosen will be one that represents the best value to the City of Newburgh. This may or may not be the highest offer.

The City may issue addendums or answers to questions for this RFP through BidNet and it is the responsibility of the Applicant to monitor and respond as requested.

All responses must be received by Wednesday, February 1, 2017 by 4:00 pm. Responses which do not meet this deadline will not be considered. Faxed or electronic submission will not be considered. All proposals must be submitted either by mail or in person to:

City of Newburgh
Office of the Comptroller, City Hall
83 Broadway, 4th Floor
Newburgh, NY 12550

Please direct all questions regarding this request for proposal to the City of Newburgh's Department of Planning and Development
planning@cityofnewburgh-ny.gov.

LOCAL LAW NO.: 2 - 2017

OF

AUGUST 14, 2017

A LOCAL LAW AMENDING CHAPTER 230, ARTICLE II
OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH
TO INCLUDE A NEW PARAGRAPH TO SECTION 230-9
REGARDING RECIPROCAL PLUMBING LICENSING

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 Chapter 230, Article II of the Code of Ordinances of the City of Newburgh to Include a New Paragraph To Section 230-9 Regarding Reciprocal Plumbing Licensing.

SECTION 2 - PURPOSE AND INTENT

The City of Newburgh City Council, in order to properly protect the public health, safety and welfare of the residents of the City of Newburgh, hereby further regulates the licensing of plumbers.

The intent of this amendment is to empower the City of Newburgh Examining Board of Plumbers, in addition to its other powers and duties contained in Article 4 of the New York State General City Law and Chapter 230 of the Code of Ordinances, to determine whether the qualifications for a master plumber's license as required by a city located outside of the City of Newburgh are comparable with the qualifications established in Article 4 of the New York State General City Law and Chapter 230 of the Code of Ordinances, and in the event that the qualifications are comparable, to enter into reciprocal licensing agreements with other cities.

SECTION 3 - AMENDMENT

The Code of Ordinances of the City of Newburgh is hereby amended to add the following paragraph to Article II, Chapter 230, Section 230-9 to read as follows:

§230-9 C.

Notwithstanding the requirements found contained in this Chapter, the City of Newburgh Examining Board of Plumbers ("Board") is hereby authorized to enter into reciprocal licensing agreements with other cities in which a holder in good standing of a current master plumber's license in one city shall be allowed to perform work in the other city. Such agreements shall be executed

only upon a review by the Board of the examination standards of the other city and a determination that those standards meet or exceed the standards required by this Chapter and any additional standards adopted by the Board. The licensee shall be responsible for the payment of the license fees in each jurisdiction.

SECTION 4 - VALIDITY

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

SECTION 5 - EFFECTIVE DATE

This Local Law and shall be effective when it is filed in the Office of the New York State Secretary of State in accordance with the provisions of New York State Municipal Home Rule Law.

ORDINANCE NO.: 11 - 2017

OF

AUGUST 14, 2017

AN ORDINANCE AMENDING CHAPTER 163 ENTITLED "FEES" OF THE CODE
OF THE CITY OF NEWBURGH TO ADD A RENTAL FEE FOR
CONCRETE STAMPS UNDER THE CITY'S STREETScape STANDARDS

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

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

§ 163-1. Schedule of Code Fees.

Code Section	Type of Fee	Amount
Chapter 263, Streets and Sidewalks		
§ 263-5	Sidewalk permit	\$50.00
	Curb cut permit	\$75.00
	<u>Concrete Stamps</u>	<u>\$50.00 rental fee per stamp</u>
		<u>\$250.00 refundable deposit</u>

Section 2. This ordinance shall take effect immediately.

Underlining denotes additions

~~Strikethrough~~ denotes deletions

ADJOURNMENT

There being no further business to come before the council, the meeting adjourned at 9:45 P.M.

Respectfully Submitted,

KATRINA COTTEN

DEPUTY CITY CLERK