



CITY OF NEWBURGH
COUNCIL MEETING AGENDA
SESION GENERAL DEL CONSEJAL

October 10, 2017

7:00 PM

Mayor/Alcaldesa

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

City Clerk:/Secretaria de la Ciudad

3. Roll Call/Lista de Asistencia

Communications/Comunicaciones

4. Approval of the minutes of the meeting of September 25, 2017
Aprobacion del Acta de la reunion del 25 de septiembre de 2017

Presentations/Presentaciones

5. Presenting City Managers Proposed 2018 Budget
Presentación del Presupuesto Propuesto para el 2018 por el Gerente de la Ciudad.

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

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

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

6. Resolution No. 277-2017 Award of Contract for the Liberty & Grand Street Sewer Separation Project to Metra Industries

Resolution authorizing the award of bid and the execution of a contract with Metra Industries for the construction of the Liberty and Grand Streets Sanitary Sewer Improvements Project in an amount not to exceed \$3,248,115.00 (Jason Morris)

Una resolución autorizando que se otorgue una licitación y la ejecución de un contrato con Metra Industries para la construcción de los Proyectos de Mejoramiento de Alcantarillas Sanitarias de las calles Liberty y Grand por un monto que no exceda \$3,248,115.00 (Jason Morris)

7. Resolution No. 278 - 2017 Contract with AVT Service Technologies, LLC for installation of a 20 inch insertion valve on a City water main

Resolution authorizing the City Manager to execute an agreement with AVT Service Technologies, LLC to purchase and install a 20 inch EZ Valve on the low service water main located under Broadway near the intersection of Prospect Street at a cost of \$46,500.00. (Jason Morris & Wayne Vradenburgh)

Funding shall be derived from Distribution - F.8340.0448-

Una resolución autorizando al Gerente de la Ciudad a ejecutar un acuerdo con “AVT Service Technologies, LLC” para comprar e instalar una válvula EZ de 20 pulgadas en la cañería principal de servicio inferior ubicado bajo Broadway cerca a la intersección de la Calle Prospect a un costo de \$46,500.00. (Jason Morris)

El financiamiento será derivado de la Distribución – F.8340.0448

8. Resolution No. 279 - 2017 Scheduling a public hearing to receive comments on the 2018 budget

Resolution scheduling a public hearing for November 13, 2017 to receive comments concerning the adoption of the 2018 Budget for the City of Newburgh. (Katie Mack & Michelle Kelson)

Una resolución programando una audiencia pública para el 13 de noviembre de 2017 para recibir comentarios con respecto a la adopción del Presupuesto para el 2018 de la Ciudad de Newburgh. (Katie Mack)

9. Ordinance No. 16 - 2017 Amendment to § 288-74 Schedule XVI: Parking Prohibited Certain Hours.

Ordinance amending Section 288-74, Schedule XVI: Parking Prohibited Certain Hours of the Code of the City of Newburgh to limit parking in front of 257 Liberty Street. (Michelle Kelson)

Una ordenanza enmendando Sección 288-74, categorización XVI: Estacionamiento Prohibido Ciertas Horas del Código de la Ciudad de Newburgh para limitar estacionamiento en frente de la 257 de la Calle Liberty. (Michelle Kelson)

10. Resolution No. 280 - 2017 Authorizing Release of Covenants for 194 Dubois Street

Resolution authorizing the execution of a Release of Restrictive Covenants and Right of Re-entry from a deed issued to Dwight Frazier to the premises known as 194 Dubois Street (Section 11, Block 1, Lot 27) (Michelle Kelson)

Una resolución autorizando la ejecución de la Liberación de Clausulas

Restrictivas y Derecho de Reingreso de una escritura emitida a Dwight Frazier a las instalaciones conocidas como la 194 de la Calle Dubois (Sección 11, Bloque 1, Lote 27) (Michelle Kelson)

11. Resolution No. 281 - 2017 Authorizing a Release of Restrictive Covenants for 36 Liberty Street

Resolution authorizing the execution of a Release of Restrictive Covenants and Right of Re-Entry from a deed issued to Malina Nealis to the premises known as 36 Liberty Street (Section 46, Block 1, Lot 31) (Michelle Kelson)

Una resolución autorizando la ejecución de la Liberación de Clausulas Restrictivas y Derecho de Reingreso de una escritura emitida a Malina Nealis a las instalaciones conocidas como la 36 de la Calle Liberty (Sección 46, Bloque 1, Lote 31) (Michelle Kelson)

12. Resolution No. 282 - 2017 Purchase of 44 Johnes Street, Unit 110-J

Resolution to authorize the conveyance of real property known as 44 Johnes Street, Unit 110-J (Section 58, Block 1, Lot 1.-10) at private sale to Carol Lawrence for the amount of \$35,000.00. (Deirdre Glenn)

Una resolución Autorizando el traspaso de bienes raíces conocidas como la 44 de la Calle Johnes, Unidad 110-J (Sección 58, Bloque 1, Lote 1.-10) en una venta privada a Carol Lawrence por la cantidad de \$35,000.00. (Deirdre Glenn)

13. Resolution No. 283 - 2017 Purchase of 44 Johnes Street, Unit 201-J

Resolution to authorize the conveyance of real property know as 44 Johnes Street, Unit 201-J (Section 58, Block 1, Lot 1.-11) at private sale to Heewon Marshall and Douglas Marshall for the amount of \$35,000.00. (Deirdre Glenn)

Una resolución Autorizando el traspaso de bienes raíces conocidas como la 44 de la Calle Johnes, Unidad 201-J (Sección 58, Bloque 1, Lote 1.-11) en una venta privada a Heewon Marshall y Douglas Marshall por la cantidad de \$35,000.00. (Deirdre Glenn)

14. Resolution No. 284 - 2017 Purchase of 246 Grand Street

Resolution to authorize the conveyance of real property known as 246 Grand Street (Section 12, Block 2, Lot 21) at private sale to Charles Ortiz for the amount of \$80,000.00. (Deirdre Glenn)

Una resolución Autorizando el traspaso de bienes raíces conocidas como la 246 de la Calle Grand (Sección 12, Bloque 2, Lote 21) en una venta privada a Charles Ortiz por la cantidad de \$80,000.00. (Deirdre Glenn)

15. Resolution No. 285 -2017 Purchase of 288 Ann Street

Resolution to authorize the conveyance of real property known as 288 Ann Street (Section 35, Block 1, Lot 19) at private sale to Brian Yoon and Eutsun Pyun for the amount of \$44,500.00. (Deirdre Glenn)

Una resolución Autorizando el traspaso de bienes raíces conocidas como la 288 de la Calle Ann (Sección 35, Bloque 1, Lote 19) en una venta privada a Brian Yoon y Eutsun Pyun por la cantidad de \$44,500.00. (Deirdre Glenn)

16. Resolution No. 286 - 2017 Liability Insurance Renewal for City-owned tax foreclosed property

Resolution authorizing approval of a general liability insurance policy for City-owned tax foreclosed properties for the period of October 27, 2017 to October 26, 2018. (Michelle Kelson)

Una resolución autorizando la aprobación de la póliza de seguro de responsabilidad general para propiedades de la Ciudad embargadas por razones tributarias durante el 27 de octubre de 2017 y el 26 de octubre de 2018. (Michelle Kelson)

17. Resolution No. 287 - 2017 To Open the Public Comment Period for FY 2018 CDBG Program

Resolution opening a 30-day public comment period and scheduling a public hearing for October 23, 2017 to receive public comment on the City of Newburgh's proposed actions with respect to the Community Development Block Grant Program for the Consolidated Plan for Housing and Community Development for Fiscal Year 2018. (Deirdre Glenn)

Una resolución abriendo un periodo de comentario público de 30 días y programando una audiencia pública el 23 de octubre de 2017 para recibir comentarios públicos sobre las acciones propuestas por la Ciudad de Newburgh con respecto al Programa de Desarrollo a los Bloques de la Comunidad para el Plan Consolidado de Vivienda y Desarrollo Comunitario para el Año Fiscal 2018. (Deirdre Glenn)

18. Resolution No. 288 - 2017 123 Grand Street Lease Amendment with United Way Orange Dutchess Region

Resolution amending Resolution No. 83-2017 and authorizing the City Manager to enter into an amended office lease agreement with the United Way Orange Dutchess Region for a portion of the second floor of 123 Grand Street. (Michelle Kelson)

Una resolución enmendando Resolución No. 83-2017 y autorizando al Gerente de la Ciudad a entrar en un acuerdo de alquiler de oficina enmendado con "United Way" de la Región de Orange Dutchess por una porción del segundo piso de la 123 de la Calle Grand. (Michelle Kelson)

19. Resolution No. 289 - 2017 Colby Kennels -- Renewal Agreement

Resolution authorizing the City Manager to enter into an agreement with Colby Kennels to provide for boarding services for dogs in the custody of the City of Newburgh. (Lt. in Charge Aaron Weaver)

Una resolución autorizando al Gerente de la Ciudad a entrar en un acuerdo con Colby Kennels para proporcionar servicio de alojamiento para perros en custodia de la Ciudad de Newburgh. (Teniente al Mando Aaron Weaver)

20. Resolution No. 290 - 2017 MOU with PBA for Military Law benefits for Police Officer called to active duty

Resolution approving a Memorandum of Understanding with the Patrolmen's Benevolent Association of Newburgh, New York, Inc. to provide for additional benefits provided for in Section 242 of the Military Law for Police Officer Thomas Buttner while serving active duty in the military effective on or about September 24, 2017. (Michelle Kelson)

Una resolución aprobando un Memorandum de Entendimiento con la Asociación Benévola de Patrulleros de Newburgh, Nueva York, Inc. Para proporcionar beneficios adicionales previstos en la Sección 242 de la Ley Militar para el Agente de la Policía Thomas Buttner mientras prestaba servicio activo en el ejército efectivo en o alrededor del 24 de septiembre de 2017. (Michelle Kelson)

21. Local Law No. 3 - 2017 First Time Homebuyers Tax Exemption Amendment

Local Law to further amend the income levels and the exemption term of Chapter 270 "Taxation" Article V "Exemption for First-Time Homebuyers of Newly Constructed Homes" of the Code of the City of Newburgh. (Michelle Kelson)

Ley Local para enmendar adicionalmente los niveles de ingreso y los términos de excepción del Capítulo 270 "Impuestos" Artículo V "Excepción para compradores de vivienda por primera vez de viviendas recién construidas" del Código de la Ciudad de Newburgh. (Michelle Kelson)

22. Resolution No. 291 - 2017 Bishop Mother Virginia Bowman Way

Resolution dedicating a portion of North Miller Street from Farrington Street to South Street as Bishop Mother Virginia Bowman Way. (City Council)

Una resolución dedicando una porción de la Calle North Miller desde la Calle Farrington a la Calle South como el Camino Bishop Mother Virginia Bowman. (Concejo Municipal)

23. Resolution No. 292 - 2017 Ceremonial Street Naming Moratorium

Resolution adopting a moratorium on the formal honoring of any persons by the City Council of the City of Newburgh. (City Council)

*Una resolución adoptando una moratoria sobre honramientos formales a cualquier persona por el Concejo Municipal de la Ciudad de Newburgh.
(Concejo Municipal)*

Old Business: / Asuntos Pendientes

New Business: / Nuevos Negocios

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

Adjournment/ Aplazamiento:

RESOLUTION NO.: 277 - 2017

OF

OCTOBER 10, 2017

**A RESOLUTION AUTHORIZING THE AWARD OF A BID AND THE EXECUTION OF
A CONTRACT WITH METRA INDUSTRIES FOR THE CONSTRUCTION OF
THE LIBERTY AND GRAND STREETS SANITARY SEWER IMPROVEMENTS PROJECT
IN AN AMOUNT NOT TO EXCEED \$3,248,115.00**

WHEREAS, the City of Newburgh proposes separate the combined sewer system and install new sewer and stormsewers for Liberty, Grand, Clinton and Montgomery Streets by removing existing combined sewer and installing approximately new sanitary sewer and new stormsewers, along with new catchbasin structures and sanitary sewer manholes, in previously disturbed surfaces; and

WHEREAS, the City of Newburgh has duly advertised for bids for the construction of the Liberty and Grand Streets Sanitary Sewer Improvements Project; and

WHEREAS, bids have been duly received and opened and Metra Industries is the low bidder; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for construction of the Liberty and Grand Streets Sanitary Sewer Improvements Project be and it hereby is awarded to Metra Industries, for the amount of \$3,248,115.00, and that the City Manager be and he is hereby authorized to enter into a contract for such work in this amount.

Metra Industries
50 Muller Place
Little Falls, NJ 07424

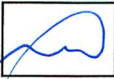
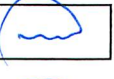
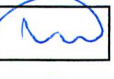
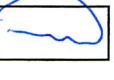
City of Newburgh
Comptroller's Office 4th floor
83 Broadway
Newburgh, NY 12550
Liberty & Grand Streets Sewer
Improvements Project
Wednesday June 7, 2017 9:30



SECTION 00301

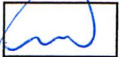
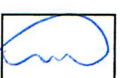
BIDDER'S CHECKLIST

(All pages of this color to be completed by
Bidder PRIOR to Bid Submission)

- ✓ Bid Prices, Page 00370-1 to 00370-16: All blanks appropriately filled in ink with both words and figures, and signed where applicable. 
- ✓ State and Federal Requirements: Each of the following forms must be executed:
- ✓ IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION, Page 00373-1 to 00373-2: Requires Bidder's signature. 
- ✓ NON-COLLUSIVE BIDDING CERTIFICATION, Page 00480-1: Requires Bidder's signature. 
- ✓ STATEMENT OF SURETY'S INTENT, Page 00481-1: Requires completion and signature by Surety's Representative. 
- ✓ BIDDER'S QUALIFICATION STATEMENT, PAGE 00491-1: Requires completion and signature by Bidder. 
- ✓ BID SECURITY, Page 00499-1: Attach Bid Security to page labeled "BID SECURITY" (ATTACH HERE - CERTIFIED CHECK, CASH OR BID BOND). 
- ✓ NYSEFC CWSRF Requirements.***
- ✓ EEO POLICY STATEMENT: Requires Bidder's signature. 
- ✓ LOBBYING CERTIFICATION: Requires Bidder's signature. 
- ✓ AIS CONTRACTOR'S CERTIFICATION: Requires Bidder's signature. 
- ✓ HUD SECTION 3 PLAN 
- ✓ HUD Introductory Statement: Requires Bidder's signature. 
- ✓ HUD M/WBE and EEO Policy Statement: Requires Bidder's signature. 

SECTION 00301

BIDDER'S CHECKLIST

- ✓ HUD EEOC Statement: Requires Bidder's signature. 
- ✓ Disadvantaged Business Enterprise (DBE) Program – Subcontractor Performance (Form 6100-3) : Requires Bidder's signature. 
- ✓ Disadvantaged Business Enterprise (DBE) Program – Subcontractor Utilization (Form 6100-4) : Requires Bidder's signature. 
- ✓ ***Refer to NYS Revolving Fund Bid Packet included in the Contract Documents. Additional documentation will be required during award and construction phases.
- ✓ NOTE: To Bid all Contracts, the Bidder must fill in all pages this color.

END OF SECTION

SECTION 00370

BID FOR CONSTRUCTION OF
CONTRACT NO. 1 – GENERAL CONSTRUCTION
LIBERTY & GRAND STREETS SEWER IMPROVEMENTS

TO THE CITY OF NEWBURGH:

Pursuant to and in compliance with your Advertisement for Bids and the Information for Bidders relating thereto, the undersigned hereby offers to furnish all plant, labor, materials, supplies, equipment and other facilities and things necessary or proper for or incidental to the construction and completion of Contract No. 1 – General Construction, Liberty & Grand Street Sewer Improvements Project, required by and in strict accordance with the applicable provisions of all Contract Documents for the following unit and lump sum prices:

Acknowledgement of Addenda

<u>Addendum No.</u>	<u>Date Received</u>
<u>1</u>	<u>5/12/17</u>
<u>2</u>	<u>5/12/17</u>
<u>3</u>	<u>5/16/17</u>
<u>4</u>	<u>5/17/17</u>
<u>5</u>	<u>5/30/17</u>
<u> </u>	<u> </u>

May 12, 2017
ADDENDUM NO. 1



1352.005.002
Page 3 of 3

Question 5: *Will the sign in sheet from the Pre-Bid meeting be provided?*

Response: Yes attached please find the sign in sheet from the Pre-Bid Site Walk.

BARTON & LOGUIDICE, D.P.C.

A handwritten signature in black ink, appearing to read 'Donald H. Fletcher'.

Donald H. Fletcher, P.E.
Vice President

EMAIL TRANSMISSION – RETURN RECEIPT REQUESTED

PLEASE ACKNOWLEDGE BY RETURN EMAIL TO:
(mscavarda@bartonandloguidice.com)

Signature: Jessie A. Rose

Date: 6.6.17

Title: Admin

Company: Mitra Industries



May 12, 2017
ADDENDUM NO. 2

1352.005.002
Page 1 of 1

BARTON & LOGUIDICE, D.P.C.
ADDENDUM NO. 2
CONTRACT DOCUMENTS
FOR
LIBERTY AND GRAND STREETS SEWER IMPROVEMENTS PROJECT
CONTRACT NO. 1 – GENERAL CONSTRUCTION – BID #4.17
CITY OF NEWBURGH
ORANGE COUNTY, NEW YORK

TO ALL HOLDERS OF THE CONTRACT DOCUMENTS:

This Addendum is part of the Contract Documents in accordance with the Instructions to Bidders – Part 00200.07 of the Contract Documents and Specifications.

CLARIFICATIONS:

1. The bidder's qualifications sheet was inadvertently omitted from Addendum 1. Please find the bidders qualification sheet SECTION 00491 attached herein.

BARTON & LOGUIDICE, D.P.C.

Donald H. Fletcher, P.E.
Vice President

EMAIL TRANSMISSION – RETURN RECEIPT REQUESTED

PLEASE ACKNOWLEDGE BY RETURN EMAIL TO:
(mscavarda@bartonandloguidice.com)

Signature:

Date: 6.6.17

Title: Edwin

Company: Metra Industries



12. Reference: Sheet G 4.6

ADD Detail on SK-3 entitled "BLUESTONE SIDEWALK WITHOUT CURB"
as attached to this Addendum No. 3.

13. Reference: Sheet G 4.1

DELETE Detail "ASPHALT PAVEMENT REPLACEMENT (LIBERTY
STREET) and SUBSTITUTE THEREFOR the revised detail on SK -4 as
attached to this Addendum No. 3.

BARTON & LOGUIDICE, D.P.C.



Donald H. Fletcher, P.E.
Vice President

EMAIL TRANSMISSION – RETURN RECEIPT REQUESTED

PLEASE ACKNOWLEDGE BY RETURN EMAIL TO:
(mscavarda@bartonandloguidice.com)

Signature: Janice A. Rose

Date: 6-6-17

Title: Admin

Company: Meter Industries

2. Reference: SECTION 00100.09 – ADDENDA AND INTERPRETATIONS

DELETE this section in its entirety and SUBSTITUTE THEREFOR:

“SECTION 00100.09 – ADDENDA AND INTERPRETATIONS

No verbal interpretation of the intent of any of the Contract Documents will be made before receipt of Bids. Requests for interpretations prior to receipt of Bids must be presented in writing or email to the Engineer, Barton & Loguidice, D.P.C., 637 Broadway, Suite 2B, Newburgh, New York 12550, and to be given consideration must be received by the Engineer no later than May 25, 2017.

Any interpretation, and any additional information or instruction will, if issued, be in the form of a written Addendum or Addenda sent electronically to all holders of Contract Documents at the addresses furnished therefor, no later than May 30, 2017. Facsimile ("fax") or email communication may be issued in advance of any written Addendum or Addenda without diminishing any part of this Section.

Failure of any Bidder to receive any such Addendum or interpretation shall not relieve such Bidder from any obligation under this Bid as submitted. All Addenda so issued shall become a part of the Contract Documents.”

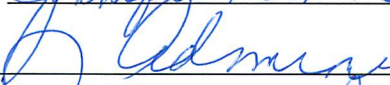
BARTON & LOGUIDICE, D.P.C.



Donald H. Fletcher, P.E.
Vice President

EMAIL TRANSMISSION – RETURN RECEIPT REQUESTED

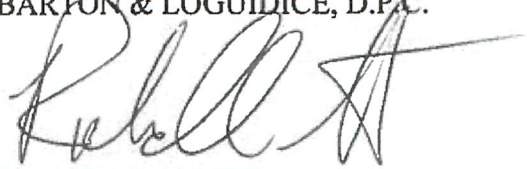
PLEASE ACKNOWLEDGE BY RETURN EMAIL TO:
(mscavarda@bartonandloguidice.com)

Signature:  Date: 6-6-17
Title: 
Company: 

9. Reference: SECTION 00160 - ADDITIONAL INSTRUCTIONS

- c. Page 00160-10, DELETE title "00160.119 MINORITY AND WOMEN'S BUSINESS ENTERPRISES (M/WBE)" and SUBSTITUTE THEREFOR "00160.11 MINORITY AND WOMEN'S BUSINESS ENTERPRISES (M/WBE) – CONTINUED".
- d. Page 00160-13, DELETE title "00160.112 AMERICAN IRON AND STEEL (AIS) REQUIREMENTS - Continued" and SUBSTITUTE THEREFOR "00160.12 AMERICAN IRON AND STEEL (AIS) REQUIREMENTS - Continued".

BARTON & LOGUIDICE, D.P.C.



Richard A Straut, P.E.
Executive Vice President

EMAIL TRANSMISSION – RETURN RECEIPT REQUESTED

PLEASE ACKNOWLEDGE BY RETURN EMAIL TO:
(mscavarda@bartonandloguidice.com)

Signature: _____



Date: _____

6.6.17

Title: _____



Company: _____



**SECTION 00370
BID**

**CONTRACT NO. 1 – GENERAL CONSTRUCTION
CITY OF NEWBURGH
LIBERTY & GRAND STREETS SEWER IMPROVEMENTS**

JOB NO. 1352.005.002

BROUGHT FORWARD

ITEM NO.	ESTIMATED QUANTITIES	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
1	1	Clearing FOR <u>Two thousand five hundred</u> <u>dollars & zero cents</u> PER LS	2500	00	2500	00
2	1	Mobilization FOR <u>One hundred ninety five thousand</u> <u>dollars & zero cents</u> PER LS	195000	00	195000	00
3	20	Exploratory Excavation Test Pit FOR <u>One thousand dollars &</u> <u>zero cents</u> PER EA	1000	00	20000	00
4	3,350	6-Inch Non-Pressure PVC Sewer & Special FOR <u>One hundred dollars &</u> <u>zero cents</u> PER LF	100	00	335000	00

CARRY FORWARD 552,500.00

00370-2

**SECTION 00370
BID**

**CONTRACT NO. 1 – GENERAL CONSRUCTION
CITY OF NEWBURGH
LIBERTY & GRAND STREETS SEWER IMPROVEMENTS**

JOB NO. 1352.005.002

BROUGHT FORWARD 552 500.00

ITEM NO.	ESTIMATED QUANTITIES	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
5	1,400	8-Inch Non-Pressure PVC Sewer & Special FOR <u>One hundred four dollars</u> <u>+ zero cents</u> PER LF	104	00	145600	00
6	345	12-Inch Non-Pressure PVC Sewer & Special FOR <u>One hundred fourteen</u> <u>dollars + zero cents</u> PER LF	114	00	39330	00
7	1,250	18-Inch Non-Pressure PVC Sewer & Special FOR <u>One hundred thirty</u> <u>nine dollars + zero cents</u> PER LF	139	00	173750	00
8	33	Drop Manholes – 5' ID FOR <u>One thousand eight hundred</u> <u>dollars + zero cents</u> PER VF	1800	00	59400	00

CARRY FORWARD 970580.00

00370-3

SECTION 00370
BID

CONTRACT NO. 1 – GENERAL CONSRUCTION
CITY OF NEWBURGH
LIBERTY & GRAND STREETS SEWER IMPROVEMENTS

JOB NO. 1352.005.002

BROUGHT FORWARD 970580.00

ITEM NO.	ESTIMATED QUANTITIES	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
9	67	Drop Manholes – 6' ID FOR <u>Nine hundred dollars</u> <u>+ zero cents</u> PER VF	900	00	60300	00
10	156	Standard Manholes – 4' ID FOR <u>Six hundred dollars</u> <u>+ zero cents</u> PER VF	600	00	93600	00
11	27	Standard Manholes – 5' ID FOR <u>Four hundred dollars</u> <u>+ zero cents</u> PER VF	400	00	10800	00
12	11	Standard Manholes – 6' ID FOR <u>Three thousand dollars</u> <u>+ zero cents</u> PER VF	3000	00	33000	00

00370-4
CARRY FORWARD 1,168,280.00

SECTION 00370
BID

CONTRACT NO. 1 – GENERAL CONSRUCTION
CITY OF NEWBURGH
LIBERTY & GRAND STREETS SEWER IMPROVEMENTS

JOB NO. 1352.005.002

BROUGHT FORWARD 1168 280.00

ITEM NO.	ESTIMATED QUANTITIES	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
13	2	Doghouse Manhole 5' ID FOR <u>Thirteen Thousand</u> <u>dollars + zero cents</u> PER EA	13000	00	26000	00
14	1	Doghouse Manhole 6' ID FOR <u>Fifteen Thousand</u> <u>dollars + zero cents</u> PER EA	15000	00	15000	00
15	29	30-Inch Manhole Frames and Covers FOR <u>Four hundred forty</u> <u>five dollars + zero cents</u> PER EA	445	00	12905	00
16	1,030	1.7 ft. by 2.2 ft. Sewer Rehabilitation (Centrifugally Cast Cement Mortar Lining) FOR _____ _____ _____ PER LF	N/A	N/A	N/A	N/A

00370-5
CARRY FORWARD 1222 180.00

**SECTION 00370
BID**

**CONTRACT NO. 1 – GENERAL CONSTRUCTION
CITY OF NEWBURGH
LIBERTY & GRAND STREETS SEWER IMPROVEMENTS**

JOB NO. 1352.005.002

BROUGHT FORWARD 1222185.00

ITEM NO.	ESTIMATED QUANTITIES	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
17	1,050	6-Inch Corrugated HDPE Non-Pressure Storm Sewer Laterals FOR <u>Two hundred fifty five</u> <u>dollars & zero cents</u> PER LF	255	00	267750	00
18	850	8-Inch Corrugated HDPE Non-Pressure Storm Sewer Laterals FOR <u>Two hundred fifty five</u> <u>dollars & zero cents</u> PER LF	255	00	216750	00
19	1,120	12-Inch HDPE Non-Pressure Storm Sewer & Special FOR <u>Two hundred fifty five</u> <u>thirty gpm</u> <u>dollars & zero cents</u> PER LF	230 255	00 <u>00 gpm</u>	257600 285600	00 <u>00 gpm</u>
20	930	15-Inch HDPE Non-Pressure Storm Sewer & Special FOR <u>Two hundred fifty five</u> <u>dollars & zero cents</u> PER LF	255	00	237150	00

00370-6
CARRY FORWARD 2224435.00
2201435.00 gpm

**SECTION 00370
BID**

**CONTRACT NO. 1 – GENERAL CONSRUCTION
CITY OF NEWBURGH
LIBERTY & GRAND STREETS SEWER IMPROVEMENTS**

JOB NO. 1352.005.002

BROUGHT FORWARD

2201435.9m
229435.00

ITEM NO.	ESTIMATED QUANTITIES	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
21	125	18-Inch HDPE Non-Pressure Storm Sewer & Special FOR <u>Two hundred fifty five</u> <u>dollars & zero cents</u> PER LF	<i>255</i>	<i>00</i>	<i>31875</i>	<i>00</i>
22	735	24-Inch HDPE Non-Pressure Storm Sewer & Special FOR <u>Three hundred five</u> <u>dollars & zero cents</u> PER LF	<i>305</i>	<i>00</i>	<i>224175</i>	<i>00</i>
23	55	30-Inch HDPE Non-Pressure Storm Sewer & Special FOR <u>Three hundred fifteen</u> <u>dollars & zero cents</u> PER LF	<i>315</i>	<i>00</i>	<i>17325</i>	<i>00</i>
24	62	NYSDOT Type "A" Storm Drainage Catch Basin FOR <u>One hundred twenty</u> <u>five dollars & zero cents</u> PER VF	<i>125</i>	<i>00</i>	<i>7750</i>	<i>00</i>

CARRY FORWARD ~~*2510560.00*~~ 00370-7

2482560.-9m

**SECTION 00370
BID**

**CONTRACT NO. 1 – GENERAL CONSRUCTION
CITY OF NEWBURGH
LIBERTY & GRAND STREETS SEWER IMPROVEMENTS**

JOB NO. 1352.005.002

BROUGHT FORWARD

248250.00 gm
2510560.00 gm

ITEM NO.	ESTIMATED QUANTITIES	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
25	17	Storm Drainage Frame, Grate, and Inlet FOR <u>Two hundred fifty</u> <u>dollars + zero cents</u> PER EA	250	00	4250	00
26	1	Trash Rack Vault FOR <u>Thirty five thousand</u> <u>dollars + zero cents</u> PER LS	35000	00	35000	00
27	1	Energy Dissipating Vault FOR <u>Thirty thousand</u> <u>dollars + zero cents</u> PER LS	30000	00	30000	00
28	2,000	Concrete Subbase Removal FOR <u>Four dollars</u> <u>+ zero cents</u> PER LF	4	00	8000	00

CARRY FORWARD

2587810.00
2559810.00

00370-8

**SECTION 00370
BID**

**CONTRACT NO. 1 – GENERAL CONSRUCTION
CITY OF NEWBURGH
LIBERTY & GRAND STREETS SEWER IMPROVEMENTS**

JOB NO. 1352.005.002

BROUGHT FORWARD

2559870.5 gm
2587870.00 gm

ITEM NO.	ESTIMATED QUANTITIES	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
29	3,720	Subbase FOR <u>Twenty dollars</u> <u>& zero cents</u> PER CY	20	00	74400	00
30	1,200	Asphalt Binder Course FOR <u>One hundred ninety</u> <u>dollars & zero cents</u> PER TON	190	00	228000	00
31	760	Asphalt Top Course FOR <u>One hundred fifty</u> <u>dollars & zero cents</u> PER TON	150	00	114000	00
32	180	Asphalt truing and Leveling Course FOR <u>One dollars</u> <u>& zero cents</u> PER TON	1	00	180	00

CARRY FORWARD *3004390.00 gm*
2976390.-

00370-9

**SECTION 00370
BID**

**CONTRACT NO. 1 – GENERAL CONSTRUCTION
CITY OF NEWBURGH
LIBERTY & GRAND STREETS SEWER IMPROVEMENTS**

JOB NO. 1352.005.002

BROUGHT FORWARD

2976390.00
~~*3004390.00*~~ *Jm*

ITEM NO.	ESTIMATED QUANTITIES	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
33	1	Soil Erosion and Sediment Control FOR <u>One Thousand five</u> <u>hundred dollars + zero cents</u> PER LS	1500	00	1500	00
34	1	Sewer Flow Control FOR <u>Two Thousand Five</u> <u>hundred + zero cents</u> PER LS	2500	00	2500	00
35	1	Work Zone Traffic Control FOR <u>One Thousand five</u> <u>hundred + zero cents</u> PER LS	1500	00	1500	00
36	3,250	Cold Milling of Bituminous Concrete FOR <u>Eighteen dollars +</u> <u>zero cents</u> PER SY	18	00	58500	00

CARRY FORWARD

00370-10
~~*3008390.00*~~ *Jm*
3040390.

SECTION 00370
BID

CONTRACT NO. 1 – GENERAL CONSRUCTION
CITY OF NEWBURGH
LIBERTY & GRAND STREETS SEWER IMPROVEMENTS

JOB NO. 1352.005.002

BROUGHT FORWARD 3040390.00 gm
3068390.00

ITEM NO.	ESTIMATED QUANTITIES	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
37	1	Remove and Stack Bricks FOR <u>Seven hundred fifty</u> <u>dollars + zero cents</u> PER LS	750	00	750	00
38	2,100	Remove and Reset Existing Bluestone Sidewalk FOR <u>One dollar +</u> <u>zero cents</u> PER LF	1	00	2100	00
39	725	Reset Cobble Stone Gutter FOR <u>Five dollar +</u> <u>zero cents</u> PER LF	5	00	3625	00
40	1	Sewer Lateral Location FOR <u>Seven hundred fifty</u> <u>dollars + zero cents</u> PER LS	750	00	750	00

CARRY FORWARD 3095615.00
3047615.00 gm

00370-11

**SECTION 00370
BID**

**CONTRACT NO. 1 – GENERAL CONSTRUCTION
CITY OF NEWBURGH
LIBERTY & GRAND STREETS SEWER IMPROVEMENTS**

JOB NO. 1352.005.002

BROUGHT FORWARD

3,047,615.⁰⁰ gm
~~3,073,615.⁰⁰~~

ITEM NO.	ESTIMATED QUANTITIES	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
41	20	Water Service Relocation FOR <u>Two hundred Fifty</u> <u>dollars + zero cents</u> PER EA	250	00	5000	00
42	1	Abandonment of Existing Combined Sewer FOR <u>One Thousand dollars</u> <u>+ zero cents</u> PER LS	1000	00	1000	00
43	1	Asbestos Removal Allowance FOR <u>FIFTEEN THOUSAND DOLLARS</u> _____ PER LS	\$15,000	00	\$15,000	00
44	1	Clinton Street Drainage Bypass Allowance FOR <u>FIFTEEN THOUSAND DOLLARS</u> _____ PER LS	\$15,000	00	\$15,000	00

CARRY FORWARD

00370-12
~~3,111,615.⁰⁰~~
3,083,615.⁰⁰ gm

**SECTION 00370
BID**

**CONTRACT NO. 1 – GENERAL CONSTRUCTION
CITY OF NEWBURGH
LIBERTY & GRAND STREETS SEWER IMPROVEMENTS**

JOB NO. 1352.005.002

BROUGHT FORWARD 3,836,15.00
3,111,615.00 gm

ITEM NO.	ESTIMATED QUANTITIES	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
45	500	New Blue Stone Sidewalk. FOR <u>Twenty dollars +</u> <u>zero cents</u> PER SF	20	00	10000	00
46	1,030	Sewer Rehabilitation (Polyester Fiber Felt Liner With Thermosetting Resin) FOR <u>One hundred fifty</u> <u>dollars + zero cents</u> PER LF	150	00	154500	00
TOTAL OR GROSS BID WRITTEN IN WORDS - <u>Three million two hundred seventy six thousand</u> <u>one hundred fifteen dollars + zero cents.</u> <u>Three million two hundred forty eight thousand</u> <u>one hundred fifteen dollars + zero cents</u>			\$	<u>Ø</u>	\$	<u>3,276,115.00</u> <u>3,248,115.00</u>

CARRY FORWARD 3,248,115.00
3,276,115.00 gm
00370-13

**SECTION 00370
BID**

**CONTRACT NO. 1 – GENERAL CONSTRUCTION
CITY OF NEWBURGH- LIBERTY STREET & GRAND STREET
SEWER IMPROVEMENTS
ADDITIVE BID NO. 1A – WATER SERVICE REPLACEMENT**

JOB NO. 1352.005.002

BROUGHT FORWARD φ

ITEM NO.	ESTIMATED QUANTITIES	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
1A	20*	Lead Water Service Replacement FOR <u>One thousand dollars</u> <u>+ zero cents</u> PER EA	1000	00	20000	00
2A	600*	¾-Inch Type K Copper Tubing FOR <u>Fifty dollars +</u> <u>zero cents</u> PER LF	50	00	30000	00
TOTAL OR GROSS ADDITIVE BID WRITTEN IN WORDS - (Item No. 1A and 2A) <u>Fifty thousand dollars + zero cents.</u>			\$ <u>φ</u>		\$ <u>50,000.00</u>	

*Quantities provided for bidding purposes

CARRY FORWARD 50,000.00 00370-14

BID

The signer of this Proposal as Bidder declares that the only person, persons, company or parties interested in the proposal are named in this Proposal; that the Bid is made without any connection with any person making another Bid for the same Contract; that the Bid is in all respects fair and without collusion or fraud; that no officer, agent or employee of the Owner is directly or indirectly interested in the Bid; and that he has carefully examined the annexed form of Contract and Contract Documents.

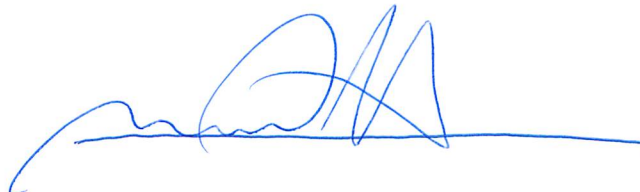
In accordance with Section 139-d of the State Finance Law, Section 103-d of the General Municipal Law, or Section 2878 of the Public Authorities Law, the Bidder further certifies that: (a) the Bid has been arrived at by the Bidder independently and has been submitted without collusion with any other vendor of materials, supplies or equipment of the type described in the invitation for Bids; and (b) the contents of the Bid have not been communicated by the Bidder nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the Bidder or its surety on any bond furnished herewith prior to the official opening of the Bid. Section 620 of the Penal Law makes violation of this statute a crime punishable as perjury.

If written notice of the acceptance of this Bid is mailed or delivered to the undersigned within forty-five (45) days after the date of opening of the Bids, or any time thereafter before this Bid is withdrawn, the undersigned will, within five (5) days after the date of such mailing, or delivering of such notice, execute and deliver a contract in the form of Contract attached hereto.

The undersigned hereby designates as his office to which such notice of acceptance may be mailed, or delivered:

Name: Metra Industries
Address: 50 Muller Place
City, State, Zip Little Falls, NJ 07424
Telephone: 973-812-0333
Email: sdioslaki@metraindustries.com

The undersigned further agrees to comply with the requirements as to conditions of employment, wage rates and hours of labor set forth in the Contract Documents.

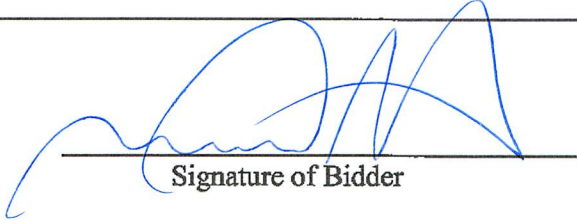


BID

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

Accompanying this Bid, is a Bid security in the form of a certified check*, cash*, or a bid bond* for the sum of 5% TBA (\$) Dollars. In case this Bid is accepted by the Owner, and the undersigned shall fail to execute a contract with and give the required bonds to the Owner within five (5) days after the date of a written notice by the Owner to the undersigned so to do, this Bid security shall be forfeited and will be retained by the Owner as liquidated damages.

Dated 7 June, 2017 ** Metra Industries a corporation organized under the laws of New Jersey



Signature of Bidder

Print Name of Signer of Bid Stephan P. Dioslaki Bidders Authorized Representative
Address 50 Muller Place
Little Falls, NJ 07424

* Cross out designations not applicable.

** Insert bidder's name; if a corporation, give the state of incorporation using the phrase "a corporation organized under the law of"; if a partnership, give the name of the partners, using also the phrase "co-partners trading and doing business under the firm name and style of"; if an individual using a trade name, give individual name, using also the phrase "an individual doing business under the firm name and style of".

END OF SECTION

SECTION 00373

IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION

1. Contractor/proposer hereby represents that said contractor/proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said contractor/proposer has not:
 - a) Provided goods or services of \$20 million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
 - b) Acted as a financial institution and extended \$20 million or more in credit to another person for forty-five (45) days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.
2. Any contractor/proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3) (b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.
3. Except as otherwise specifically provided herein, every contractor/ proposer submitting a bid/proposal in response to this request for bids/request for proposals must certify and affirm the following under penalties of perjury:
 - 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 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 NYS Finance Law Section 165-a (3) (b)."

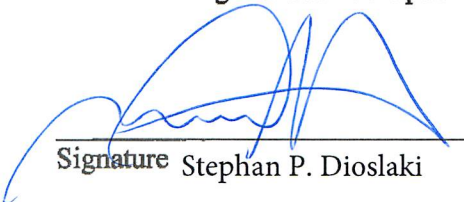
The County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

4. Except as otherwise specifically provided herein, any bid/proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the bidder/proposer cannot make the certification as set forth in subdivision (a) above, the bidder/proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the bid/proposal to any bidder/proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

SECTION 00373

IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION

- a) 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
- b) The County has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County would be unable to obtain the goods or services for which the bid/proposal is offered. Such determination shall be made by the County in writing and shall be a public document.


Signature Stephan P. Dioslaki

Bidders Authorized Representative
Title

Metra Industries
Company Name

7 June 2017
Date

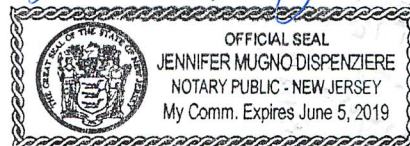
State of New Jersey)

County of Passaic) SS:

On this 7 day of June, 2017, before me personally came and appeared Stephan P. Dioslaki to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.



END OF SECTION

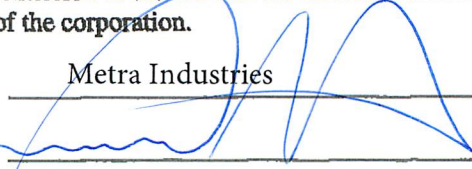


SECTION 00480

NON-COLLUSIVE BIDDING CERTIFICATION

- (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 organization, under penalty of perjury, that to the best of his 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 been knowingly, disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 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.
- (b) A bid shall not be considered for award nor shall any award be made where (a) 1., 2., and 3., above have not been complied with; provided, however, that if 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 (a) 1., 2., and 3., above have not been complied with the bid shall not be considered for award nor shall any award to be made unless the head of the purchasing unit of 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.
- (c) 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) of this certification.
- (d) 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, or local law, and where such bid contains the certification referred to in subdivision one of the 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 signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

FIRM: Metra Industries

By: 

Title: Stephan P. Dioslaci Bidders Authorized Representative

(CORPORATE SEAL IF ANY)

END OF SECTION

SECTION 00481

STATEMENT OF SURETY'S INTENT

To: City of Newburgh

We have reviewed the Bid of Metra Industries, Inc.
of 50 Muller Place, Little Falls, NJ 07424
(Contractor)
(Address)
for Liberty & Grand Street Sewer Improvements Project Contract 1 -
General Construction - Bid #4.17
(Project)

Bids for which will be received on June 7, 2017
(Bid Opening Date)

and wish to advise that should this Bid of the Contractor be accepted and the Contract awarded to him, it is our present intention to become surety on the Performance Bond and Labor and Materials Payment Bond required by the Contract.

Any arrangement for the bonds required by the Contract is a matter between the Contractor and ourselves, and we assume no liability to you or third parties if for any reason we do not execute the requisite bonds.

We are duly authorized to transact business in the State of New York, and we appear on the U.S. Treasury Department's most current list (Circular 570 as amended).

Attest: Witness:

Kathleen M. Rowe

Liberty Mutual Insurance Company

By: Diane M. DiMartino

Surety's Authorized Signature(s)

Diane M. DiMartino, Attorney-in-fact

Attach Power of Attorney

(Corporate seal if any. If no seal, write
"No Seal" across this place and sign.)

END OF SECTION

SECTION 00491

BIDDER'S QUALIFICATION STATEMENT

The Undersigned Bidder guarantees the accuracy of all statements made herein. Please print in ink or type in the spaces provided. Attach additional sheets if necessary.

This statement of Bidder's qualifications is required of all Bidders as part of their Bid and is in partial fulfillment of requirements in Article 3 of the Instructions to Bidders. Additional data on Bidder's qualifications may be requested from selected Bidders after the Bid Opening in accordance with Article 3.

1. List equipment that you plan to rent or purchase for this work and specify whether rent or purchase. If none, so state.

None Intended

2. List equipment that you own that is available for this work.

Please See Attached

3. How many years has your firm been in business as a contractor?

37

4. Is your firm qualified to do business in the state where the project is located?
YES X NO _____ If NO, by signing this Qualification Statement at the end you are agreeing to obtain such qualification prior to award of contract within fourteen days of Owner's request.

METRA EQUIPMENT LIST

EQUIP #	MAKE	MODEL	SERIAL NUMBER	YEAR	DESCRIPTION
B-1	KOMATSU	PC-45MR-1	3259	2004	MINI EXCAVATOR
B-2	KOMATSU	PC-158USLC-2	10175 W/THUMB	2009	EXCAVATOR
B-3	KOMATSU	PC-75UU-3	15191	1997	MINI EXCAVATOR
B-4	KOMATSU	PC-158USLC-2	10177	2009	EXCAVATOR
B-5	CAT	365 BL -2	0365BTDER00164	2003	EXCAVATOR
B-6	KOMATSU	PC-400 LC8	A88388	2009	EXCAVATOR
B-7	KOMATSU	PC 150	K30754	1999	EXCAVATOR
7A	STANLEY	MBX30EX	2453		HAMMER ONLY
B-8	KOMATSU	PC-100-6	41779	1998	EXCAVATOR
B-9	KOMATSU	PC-400 LC7	A86045	2004	EXCAVATOR
B-10	KOMATSU	PC300LC-7L	A86985	2007	EXCAVATOR
B-11 A	ATLAS COPCO	HBC 1700	KAL101033	2003	HYD HAMMER
WL-12	KOMATSU	WA120-1	A20388	1997	LOADER
WL-13	KOMATSU	WA120-1	A20410	1997	LOADER
WL-14	KOMATSU	WA 250-6	A76165	2009	LOADER
WL-15	KOMATSU	WA500-1LC	20067	1995	LOADER
WL-16	CAT	972	4WW00533		LOADER
WL-16-SD	CAT	972 SIDE DUMP			SIDE DUMP BUCKET
WL-16-GPB	CAT	G.P BUCKET			G.P. BUCKET
WL-16 FK	CAT	FORKS			972 FORKS
WL-17	CAT	944	43A3517	1964	LOADER
WL-18	KOMATSU	WA320-6	A34029	2009	LOADER
WL-19	KOMATSU	WA-250-5L	A73182	2004	LOADER
WL-20	KOMATSU	WA320-5	60098	2004	LOADER
B-21	KOMATSU	PC228USLC-3	31515	2005	EXCAVATOR
21 A	STANLEY	SHMB50EXS	3018	2005	HAMMER ONLY
HL-22	KOMATSU	WB 146-5	A23117	2006	BACKHOE/LOADER
WL-23	KOMATSU	WA250-5	NA73522	2005	LOADER
TL-24	CAT	963	21Z00569	?	TRACK LOADER
HL-25	KOMATSU	WB 140-2N	A21044	2004	BACKHOE/LOADER
HL-26	KOMATSU	WB 150-2	F10156	2002	BACKHOE/LOADER
HL-27	KOMATSU	WB 150AWS-2	80052	2003	BACKHOE/LOADER
B-28	CAT	330 CL	CAP01604	2005	BACKHOE
B-29	CAT	330 CL	CAP01912	2005	BACKHOE
HL-30	KOMATSU	WB-140-2	F10920	2000	BACKHOE/LOADER
D-31	KOMATSU	D-37-P1	1008	1987	DOZER
D-32	KOMATSU	D-68P-1	B1008		DOZER
D-33	KOMATSU	D-37P-2 LGP	1521		DOZER
WL-34	KOMATSU	WA-250-5L	70793	2006	WHEEL LOADER
HL-35	KOMATSU	WB-140-2N	21078	2004	BACKHOE/LOADER
HL-36	KOMATSU	WB-140-2N	21087	2004	BACKHOE/LOADER
HL-37	KOMATSU	WB-140-2N	21095	2004	BACKHOE/LOADER
HL-38	KOMATSU	WB-140-2N	21101	2004	BACKHOE/LOADER
TR-39	EAGER BEAV	18 TON T/A	112MAP288KT033117	1989	8X20 TAG
FB-40	FRUEHAUF	PBF-240	FWY840301	1976	FLAT BED
TR-41	STAR LITE	77-1235AHLT	SCO56330	1995	6'6"X12' LOWBOY
TR-42	HAULMARK	MC612BS	8050	1995	6'6"WX12'LX6'6"H
TR-43	USA CRAGO	USC58SA	XS1001100	1995	5"WX8'LX6'6"H
TR-44	TRAILER	FOR ROCK SAW			
TR-45	INTERSTATE	40DLA	1JKDLA402XA001862	1999	8' X 20'
TR-46	BAGLEY	7000GVW DUMP	2011EBA300F080399	1999	DUMP TRAILER
TR-47	UNITED	3300LB	48BTE10173A064070	2003	ENCLOSED TRAILER
TR-48	GLOBE	6TDD20-42 / 48'	44RL04221VF000348	1997	DOUBLE DROP
TR 49	TALBERT	T3DW-50SA-HRG	40FW0483XS1012070	1995	LOWBOY
T-50	FRUHAUF	TANKER	1HAT05521CK003206	1982	TANKER
SW-51	JEEP	LIBERTY SPORT	1J8GN28KX8W254298	2008	SPORT UTILITY
T-52	MACK	RD688SX	1M2P268C8XM042859	1999	DUMP
T-53	MACK	U MOD.	U685T14946	1977	S/A DUMP
CC-54	FORD	F-250 SD	1FTNW20L73EA87543	2003	CREW CAB
CC-55	GMC	3500	1GTHC23G32F123399	2001	CREW CAB
CC-56	GMC	3500	1GTHC23U14F127489	2004	CREW CAB
CC-57	GMC	3500	1GTHC23U83F103687	2003	CREW CAB
CC-58	GMC	3500	1GTGC33RXYF474645	2000	CREW CAB

CC-59	CHEVY	3500	1GCGC33R6YF437866	2000	CREW CAB
P-60	GMC	2500	1GTHC24U74E400181	2004	PICKUP
P-61	GMC	2500	1GTHC29U24E376252	2004	EXT CAB P/U
P-62	FORD	F-250 4X4	1FTPF28WXWNA22648	1998	PICKUP
P-63	FORD	F-250	1FTFF2767VNB71465	1997	PICKUP
P-64	GMC	1500	2GTEK19T141247153	2004	EXT CAB P/U
P-65	GMC	1500 EXT	1GTEC19J58E130613	2008	EXT CAB P/U
P-66	FORD	F-250	3FTNW20F51MA04872	2001	CREWCAB
CC-67	FORD	F-350	3FTSW30F11MA26599	2001	CREWCAB
P-68	GMC	SONOMA	1GTCS19W1Y8198928	2000	PICKUP
P-69	FORD	F-150	1FTEF15YXSNB25604	1995	PICKUP
P-70	CHEVY	1500	62GCEK19K9S1158029	1995	PICKUP
P-71	FORD	F-250	1FTNX21L23EA53571	2003	4X4 PICKUP
P-72	CHEVY	2500	1GTGC24R9XR704360	1999	PICKUP
P-73	CHEVY	2500	1GTGC24RXXR705632	1999	PICKUP
P-74	GMC	1500	1GTEC14V44Z172090	2004	PICKUP
P-75	GMC	1500	2GTEK19T641160882	2004	EXT CAB P/U
P-76	GMC	1500 EXT	1GTEC19T12E102042	2002	EXT CAB P/U
P-77	FORD	F-250 EXT	1FTNX20L1YED48976	2000	EXT CAB P/U
P-78	CHEVY	1500	1GCEC14T83Z147772	2003	PICKUP
P-79	GMC	3500	1GBJC34M3EV143744	1984	DUMP
P-80	CHEVY	3500	1GBJC34K8NE116876	1992	DUMP
P-81	FORD	F-150	1FTRF17213NA95744	2003	PICKUP
P-82	GMC	2500	1GTGC29R1XF005234	1999	EXT CAB P/U
P-83	FORD	F-150	1FTRX17W33NB50534	2003	EXT CAB P/U
C-84	I.R.	2475F11G	30TC882992	T-130	TANK COMPRESSOR
C-85	I.R.	825	57520	1987	COMPRESSOR
C-86	I.R.	2475F116	30TC882992	1999	TANK COMPRESSOR
C-87	I.R.	185	280480UHH221	1999	COMPRESSOR
C-88-L	ATLAS COPCO	XAS97JD	4500A10186R015500	2006	Totaled
C-89	AIR MAN	PDS 185S	536A12102	2000	COMPRESSOR
C-90	AIR MAN	PDS 185S	536A11869	2000	COMPRESSOR
C-91-L	ATLAS COPCO	XAS97JD	4500A10126R015511	2006	185 COMPRESSOR
RB-92	FORD	3910	BB96825	1989	YORK RAKE
RB-93	4500	4500	CL01957	1970	TRACTOR BROOM
RB-94	ROSCO	RB-48	35374	1997	BROOM
RB-95	LAY-MOR	6HB	6HB220439311009	1997	BROOM
RB-96	LAY-MOR	8B	26011002		BROOM
RB-97	TERRAMITE	TSS38	20TSO215	2000	BROOM
LT-98	IR	LIGHTSOURCE	327666UBM789	2002	LIGHT TOWER
LT-99	IR	L6-4MH-4-1000W	290265UF1823	1998	LIGHT TOWER
LT-100	I.R.	L6-4MH	249468UHE824	1994	LIGHT TOWER
R-101	DYNAPAC	CC-10-II	586191	1986	ROLLER
R-102	I.R.	DD-65	141558	1997	ROLLER
R-103	WACKER	RD-880	673602655		ROLLER
R-104	DYNAPAC	CC-211	61510733	1986	ROLLER
PB-105	POWER BOX	T650B	PB86L2834	1986	PAVER
R-106	DYNAPAC	CA-15	4921142	1985	ROLLER COMPACTOR
R-107	I.R.	DD-24	167723	2001	ROLLER
LT-108	IR	L6-4MH-4-1000W	291594UHF1823	1998	LIGHT TOWER
R-109	CAT	CB224D	8RZOO485	2001	SMOOTH DRUM ROLLER
MIL-110	WIRTGEN	1000VC	2100357	1990	MILLER
R-111	CAT	CB224D	CB224E8RZ01406	2002	ROLLER
C-112	I.R.	P185WJD	277974UFH221	1997	COMPRESSOR
M-113	GMC	TOP KICK	1GDM7H1J9LJ601579	1990	SERVICE TRUCK
M-114	GMC	7000	1GDG7D1B1CV574479	1982	FLATBED
M-115	FORD	F-250	3FEHF25H6VMA58671	1997	UTILITY
S-116	INTER	1652SC	1HTMGZPM4LH233611	1990	SUPPLY VAN
S-117	FORD		1FDNK65N7EVA27159		SUPPLY VAN
S-118	INTER		61HTMGXPM8LH263341	1990	SUPPLY VAN
S-119	FORD		N60AVEC6654	1979	SUPPLY VAN
S-120	FORD		N60AVEC6651		SUPPLY VAN
S-121	FORD		N60AVEC6652		SUPPLY VAN
C-122	I.R.	P185WJD	293422UH1221	1998	COMPRESSOR
M-123	FORD	F-450 SD	1FDLF47F2SEA14058	1995	RACK TRUCK
M-124	INTER	4700	1HTSCAAM8WH532083	1998	UTILITY/COMP/CRANE
P-125	FORD	F-150 EXT	1FTRX18LO1NA14685	2001	PICKUP
P-126	CHEVY	2500	1GCGC24R5XR706056	1999	PICKUP
M-127	FORD	F-450	2FDLF47G0PCA41779	1993	RACK TRUCK
M-128	GMC	2500	1GDGC24R1YF455048	2000	ULT. TRUCK

M-129	GMC	3500	1DGJC34F2SE510279	1995		RACK TRUCK
TC-130	MACK	R688ST	IM2N187Y9HA019256	1987		T/A TRACKTOR
TC-131	GMC	BRIGADIER	T49CC9V568578	1979		T/A TRACKTOR
G-132	B&S	5500WATT	1010725027	2005		GEN SET
G-133	HONDA	5000 WATT	3146149	9/1/1999		GEN. SET
G-134	HONDA	5000 WATT	3128881	1998		GEN. SET
G-135	MULTIQUIP	DCA25SSI-II	3668788	1999		14.4 GEN SET
G-136	MULTIQUIP	DCA60SS1	3667995	1998		GEN. SET
G-137	HONDA					GEN /WELDER
G-138 L	ATLAS COPCO	QAS30BOX	16MPF07116D046197	2006		GEN. SET 2009
G-139	I.R.	G-25A	2505002178	2005		GEN. SET
G-140	HONDA	EB6500SXB	1034491	8/1/2001		GEN. SET
G-141	PORTER CABLE	5250 WATT	232048920	7/27/2004		GEN SET
G-142	B & S	5500 WATT	1010725030	6/17/2005		GEN SET
G-143	B & S	5500 WATT	1010725029	9/27/2005		GEN SET
G-144	HONDA ENG	3000 WATT	NO #	10/4/2010	USED	GEN SET
G-145	B & S	5500 WATT	1010725028	7/12/2006		GEN SET
LT-146	I.R.	L6M4H	308942UBK789	2000		LIGHT TOWER
LT-147	I.R.	L6M4H	308944UBK789	2000		LIGHT TOWER
LT-148	I.R.	L6M4H	308945UBK789	2000		LIGHT TOWER
LT-149	I.R.	L64MH	2876714UCI823	1998		LIGHT TOWER
SW-150	BENTLEY	CONTINENTA	SCBCR63W55C030193	2005		CAR
SW-151	FORD	EXPEDITION	1FMPU18L2YB59342	2001		SPORT UTILITY
CC-152	FORD	F-350	1FTWW33S5XEE46682	1999		CREW CAB
CC-153	FORD	F-250 DIESEL	1FTSW21P45EB24622	2005		CREW UTILITY
CC-154	FORD	F-250 DIESEL	1FTSW21P55EB59363	2005		CREW UTILITY
CC-155	FORD	F-350 DIESEL	1FTSW31P14EC17683	2004		CREW UTILITY
SV-156	INTER	652	1HTMGPHL7PH536589	1993		SUPPLY VAN
SV-157	INTER	652	1HTMGPHL7PH536592	1993		SUPPLY VAN
SW-158	MERCEDES	G-500	WDCYR49E22X132499	2002		SPORT UTILITY
SW-159	INTER	1652	1HTMGZPM1PH483779	1993		SUPPLY VAN
SW-161	DODGE	DURANGO	1D4HB58D65F505534	2005		SPORT UTILITY
SW-162	LAND ROVER	RR SUPER	SALMF13487A261300	2007		SPORT UTILITY
SW-162A	MASERATI	QP WXC AUTO	ZAMFE39A080034598	2008		CAR
SW-163	CADILLAC	ESCALADE	1GYS4KEF9BR183235	2011		SPORT UTILITY
SW-164	FORD	EXPEDITION	1FMPU16W43LB98391	2003		SPORT UTILITY
SW-165	CHEVY	ASTRO	1GBDM19XX3B117576	2003		VAN /WITH LIFT
SW-166	LINCON	NAVIGATOR	5LMFU28R24LJ41405	2004		
SW-167	BMW	M-3	WBAWC73539E269933	2009		C. Stivaly
SW-168	HUMMER	H-1	137ZA843XYE186638	2000		WAGON
SW-169	FORD	E-350 15 PASS	1FBSS31LX4HA73336	2004		15 PASS VAN
AB-170	SOLAR TECH.	AB-15	AB2015506060	2000		ARROW BOARD
VP-171	STONE	S28	2699079	?		PLATE COMP
TD-172	I.R.	ECM-350	T-38086	1986		AIR TRACK
PB-173	I.R.		IRP835AG99D0425	2001		PAV BREAKER
PB-174	G.D.	B-87	K-1614	1992		PAV BREAKER
PB-175	I.R.	1.25" POINT		1992		PAV BREAKER
RD-176	G.D.	1"STEEL	88S1318			ROCK DRILL
VP-178	WACKER	VPR-1330	581901563	10/1/1994		PLATE COMP
VP-179	WACKER	BPU-2950	19.5"	10/1/1994		PLATE COMP
VP-180	WACKER	VPG-160	321701553			PLATE COMP
VP-181	HIENRICK	TP-1220	882	1992		PLATE COMP
AB-182	SOLAR TECH.	MOD.202?	0004B481			ARROW BOARD
VP183	MIKASA	MVC 90 HB		1995		PLATE COMP
VP-184	MIKASA	MVC 90 HB	8032	1994		PLATE COMP
AB-185	BEIMIS	TP1220		1992		ARROW BOARD
RC-186	WACKER	RT-820 RC	678501156	1995		RC ROLLER
RC187	WACKER	RT-820 RC	678501111	1995		RC ROLLER
TP-188	HONDA	WT30X	1113276	9/27/2005		TRASH PUMP
TM-189	MULLER			1991		TAP MACHINE
HTP-190	HOMELITE	DP-28	8561	10/1/1994		TEST PUMP
TP191	HONDA	WT 30 X	4123553	10/1/2001		TRASH PUMP
TP192	HONDA	WT 30 X	4123751	10/1/2001		TRASH PUMP
DP193	HOMELITE	HDP3	HB224007	10/1/2001		DIA PUMP
TP-194	HONDA	WT 30 X	3247575	1994		TRASH PUMP
RC-195	WACKER	RT-820 RC	5280679	2001		RC ROLLER
TP-196	HONDA	WT-30 X	3576838	1997		TRASH PUMP
TP-197	HONDA	WT-30 X	3556019	1997		TRASH PUMP
DP-198	HOMELITE	111-DP-3	HP0460030	1994		DIA PUMP
TP-199	HONDA	WT30X	1112441	7/14/2005		TRASH PUMP

TP-200	RIVERSIDE	TP-3H	RPM050518005	9/8/2005	TRASH PUMP
TP-201	HONDA	WT-30 X	1106292	3/18/2004	TRASH PUMP
TP-202	HONDA	WT-30 X	1106969	3/31/04	TRASH PUMP
DP-203	HOMELITE	111-DP-3	HJ2730067		DIA PUMP
DP-204	HOMELITE	111-DP-3	HONDA/MOTOR	2/1/1998	DIA PUMP
DP-205	HOMELITE	111-DP-3	8J2910014		DIA.PUMP
AP-206	GRACO	226-226		9/1/1993	AIR OIL PUMP
AP-207	GRACO	226-226		9/1/1993	AIR OIL PUMP
EFP-208	TUTHILL	1210	80704	9/1/1993	12V FUEL PUMP
EP-209	MULTIQUIP	110V 2"	125531	4/1/1993	EL. PUMP
EP-210	PROSSER	220-3PH	9-35112-02		EL. PUMP
EP-211	HOMELITE	HMS-750	288523MF	8/1/2000	120V H.P.
EP-212	HOMELITE	HMS-400	30396MH	8/1/2000	120V 1/2 H.P.
EP-213	HOMELITE	HMS-400	338486MM	2/1/2001	120V 1/2 H.P.
EP-214	HOMELITE	HMS-400	0377-326	8/1/2001	120V 1/2 H.P.
EP-215	GRINDEX	285 MINEX	111080	3/19/2002	120V
RC-216	WACKER	RT560EC	764301040	?	RC ROLLER
RC-217	WACKER	RT-820 RC	5248483	2001	RC ROLLER
JP-218	GRIFFIN		839786	11/1/1992	4"DIESEL PUMP
DP-219	GRIFFIN	GWF1250A-M	2685593	11/1/1992	8"DIESEL PUMP
TP-220	GORM RUPP	CE6A60 F4L	1004945		6" DIESEL PUMP
CS-221	STIHL	26	43349750	1/1/2000	CHAINSAW
CS-224	STIHL	TS-400/14"	160622398	11/4/2003	CUTOFF SAW
CS-226	STIHL	TS-400/12"	162136174	8/4/2004	CUTOFF SAW
TS-227	STIHL	MS-290/18"	277924865	6/3/2009	CHAINSAW
CS-229	STIHL	TS-400/14"	162368687	8/31/2004	CUTOFF SAW
CS-231	PARTNER	K750	200713071359	1/19/2010	CUTOFF SAW
DP-232	HOMELITE	111-DP3-1	40957227		3"DIAHRAME
CS-235	STIHL	TS-760	45747445	11/10/2001	CUTOFF SAW
CS-236	STIHL	TS-400	155603166	3/12/2003	CUTOFF SAW
CS-239	STIHL	TS-400-14"	160408754	7/18/2003	CUTOFF SAW
WEL-240	MILLER	AIR PAC	KC247568		WELDER
WEL-241	LINCON	LN-25	186196	1992	WIRE FEEDER
WEL-242	LINCON	SA-200	1150358	1991	WELDER
RC-243	WACKER	RT-820 RC	764401531		RC COMPACTOR
TS-244	STIHL	MS250	254164212	2004	CHAINSAW
DP-245	HOMELITE	DIAPHRAME	2842491	USED	DIAPHRAME
WTP-246	RICE	DIAPHRAME	16710		TEST PUMP
WTP-247	RICE	DPH-3B	205215666	2005	TEST PUMP
WEL-248	LINCON	POW/MIG K2326-1	U1050807649	2/6/2006	MIG WELDER
PCUT-249	LINCON	PRO CUT 55	U1040407577	2/6/2006	PLASMA CUTTER
RC-250	WACKER	RT-820 RC	NO #		TRENCH COMPACTOR
SP-251	WACKER	PS-2" 750	5823905	USED 7/10	2"EL. PUMP
FB-252	FRUEHAUF		1H2P04531MW060601	1991	FLATBED
RD-253	SULLAIR	MRD-55	443	2009	AIR ROCK DRILL W/WATER
PB-254	SULLAIR	MPB-60A	2910986P	2008	60lb BREAKER
		42" & 48"	PIPE		
TBX-256	D&J	8X24	PIPE	96	TRENCH BOX
TBX-257	AMERICAN	8"DSW10' X 28'	ASI 010315+D36		TRENCH BOX
WTP-259	RICE	DPH-2B	20217317	2007	TEST PUMP
MH-260	D&J	8X8X13			
MH-261	AMERICAN	8"SDW-10X10MH	ASI-050102		MANHOLE BOX
HC-263	D&J	6"16'	4" WALL	1992	HOUSE CONN
MH-264	D&J	10'X12'		PIPE	MANHOLE BOX
SV-265					
SV-266					
ST-267	UTILITY	45'/WLIFT GATE	1UVYS245XPC075901	1993	VAN TRAILER
ST-268	UTILITY	45'/WLIFT GATE	1UYVS2451PC75902	1993	VAN TRAILER
SC-269	20' LOCK BAR	20'	#116		20' CONTAINER
ST-270	HOVER	1 AXLE		?	BOX TRAILER
SC-271	20' LOCK BAR	20'	#96		20' CONTAINER
ST-272	BROWN	2 AXLE	R652662	1965	BOX TRAILER
ST-273	?	1 AXLE		1965	MECH TRAILER
ST-274	STRICK	2 AXLE			BOX TRAILER
ST-275	AMERICAN	1 AXLE			INSULATED BOX
ST-276	FRUEHAUF	2 AXLE	HPS508129	1973	BOX TRAILER
ST-277	FRUEHAUF	2AXLE	HSP508130	1973	BOX TRAILER
ST-278	STRICK	2 AXLE	1S12E8459KD320213	1989	BOX TRAILER
SP-279	BJM	R-750 / 2"	56358	2006	SUB-PUMP+F36
SP-280	TSURUMI	HSD2.55S-60	B-10099685	2006	SUB-PUMP

SP-281	BJM	R-400 - 2"	44181	2005		SUB-PUMP
SP-282	BJM	R-400 - 2"	44184	2005		SUB-PUMP
SP-283	BJM	R-400 - 2"	44178	2009		SUB-PUMP
SP-284	BJM	R-400 - 2"	66819	2009		SUB-PUMP
PM-285	DITCH WITCH	PT-20-2.25"	CMWPT20XA60000248	1/8/2007		POWER MOLE
	DITCH WITCH	PT-20-2.25"	9Z0075	6/29/1905		POWER MOLE
PM-286	VERMEER	RTM-018	117021	3/1/2007		POWER MOLE
EP-287	BJM	R750/2"	37837	2004		SUB /PUMP
EP-288	BJM	R750/2"	39352	2004		SUB /PUMP
EP-289	BJM	R750/2"	39353	2004		SUB /PUMP
DP-290	DEWTER	J37-230T	41314	2/9/2004		3" WIDE BODY
RS-291	TARGET	PRO-65-II	188059	1994		ROAD SAW
EP-292	DEWTER	J37-230T	41315	2/9/2004		3" WIDE BODY
EP-293	BJM	R750/2"	39354	5/4/2004		SUB /PUMP
EP-294	BJM	R750/2"	39355	5/27/2004		SUB /PUMP
EP-295	MULTIQUIP	ST2010C	416244	5/27/2004		SUB /PUMP
EP-296	MULTIQUIP	ST2010C	416246	5/27/2004		SUB /PUMP
P-297	GODWIN	CD150M	885286			6"PUMP
EP-298	FLIGHT		947000932			3" SUB
RS-299	SUN BELT	24"		9/5/2005		ROAD SAW
MS-300	SUPPLIES	M-124				
MS-301	SUPPLIES	PAULS TRUCK				
MS-302	SUPPLIES	IN SHOP				
WS-303	WINTER	SUPPLIES				
MS-304	SUPPLIES	IN 113				
310	SHOP	EQUIP				
EP-312	TSURUMI	LB3-750	10413726	2009		2" EL SUB PUMP
DP-313	RIVERSIDE	DP3H	RPM080716003	2009		3"DIAPHRAME PUMP
G-314	B&S	5500WATT	1013164381	2006		GEN SET
RC-315	WACKER	RT-820 RC	5063875	1999		RC COMP
RC-316	WACKER	RT-820 RC	5211805			TRENCH ROLLER
DP-317	THOMPSON	7400 12"	741029			DEWATERING PUMP
EP-318	MODY	M304T	6498	2005		3 "
EP-319	MODY	M304T	6499	2005		3 "
RB-321	TERRAMITE	TSS-38	70599	1999		ROAD BROOM
RB-322	TERRAMITE	TSS-38	71199	1999		ROAD BROOM
RB-323	LAY-MOR	6HB	25523001	1998		ROAD BROOM
RB-324	LAY-MOR	8HB	8B-220439311008	?		ROAD BROOM
PM-326	DITCH WITCH	P-55839	P-55839-F5564	2009	NEW 9/15/09	POWER MOLE
CM-327	?		CG752534	?		CONCRETE MIXER
FM-328	McElroy 6"/18"	A8169801	C26603	2008		POLY PIPE WELDER
V-329	MAKASA	PMA-2	820282			VIBRATOR
PH-330	ASM	B165DT	16908103	2005		PORTABLE HEATER
PH-331	DAYTON	3VE50	310001085	2005		PORTABLE HEATER
EP-334	TSURUMI	LB3-750	B-10413577	6/68/09		2" 1 HP SUB. PUMP
EP-335	BJM	R750/2"	100236	2008		2" 1 HP SUB. PUMP
EP-336	BJM	R750/2"	100237	2008		2" 1 HP SUB. PUMP
EP-340	MODY	M304T	D71308	5/10/2007		3" 230V 3PH PUMP
EP-341	MODY	M304T	D71309	5/10/2007		3" 230V 3PH PUMP
EP-342	MODY	M304T	D71313	5/10/2007		3" 230V 3PH PUMP
EP-343	MODY	M304T	D81609	6/20/2008		3" 230V 3PH PUMP
TP-344	RIVERSIDE	TP-3H	RPM070328023	6/23/2008		3" TRASH PUMP
DP-345	RIVERSIDE	DP-3	RPM08606005	6/23/2008		3"DIAPHRAME
RD-348	CP	CP32ACE	0815VO54N	?	USED	7/8" AIR ROCK DRILL
RD-349	AMERICAN PN.	MOD 137	1093M137	?	USED	7/8" AIR ROCK DRILL
TP-350	WACKER	PT-3A		7/6/2007		3" TRASH PUMP
DP-351	HOMLITE	111-DP3	NONE	?		3" DIAPHRAME
TP-352	HONDA	WT-30X	1124396	10/17/2007		3" TRASH PUMP
TS-353	STIHL	MS-250/16"	272457161	6/8/2008		16" CHAIN SAW
CS-354	STIHL	TS-420	169340018	4/28/2009		CUTOFF SAW
JJ-355	MUSTANG	MR-80		10/510		JUMPING JACK
BL-356	GENERAL	GP-8	33202H	10/510		GAS POWER AIR BLOWER
BL-357	US.LIGHT POWER	B800U36	331504-1	10/510		EL. POWER AIR BLOWER
TJ-359	HYD . SHORING	6 JACKS		8/1/1993		
GP-360	GRAVEL	POT		10/10/2004		
EP-361	MODY	M304T	6535	11/4/2005		3"
EP-362	MODY	M304T	6536	11/4/2005		3"
EP-363	MODY	M304T	6537	11/4/2005		3"
EP-364	MODY	M304T	6529	11/9/2005		3"
EP-365	MODY	M304T	6530	11/9/2005		3"

EP-366	TSURUMI	LB3-750	B-10146629	11/5/2006	2"
EP-367	GODWIN	GSP-35-3HV	173314	2/2/2006	3"
EP-368	GODWIN	GSP-35-3HV	186905	2/2/2006	3"
JJ-370	MAKASA	MT-65+C36	P-9784	3/26/2009	JUMPING JACK USED
CS-371	STIHL	TS-420	170905117	7/14/2010	CUTOFF SAW
TS-372	STIHL	MS-290	282876837	7/22/2010	CHAINSAW
G-376	LIFAN	7000 WATT	?	3/26/2009	7000 WATT GEN SET
G-377	LIFAN	3750 WATT	60066615	3/26/2009	3750 WATT GENSET
SC 381	EXTEC	ROBOTRAC	8410	8/12/2004	P SCREEN / TRACK
EP-385	MODY	M304T	80154	6/7/2007	3" SLIMLINE PUMP
EP-386	MODY	M304T	D3680155	6/7/2007	3" SLIMLINE PUMP
AC-400	GUEST IND.	MOD 18"			PIZZA CUTTER
FO-401	GUEST IND.	8008R	CLAMP ON FORKS	6/21/2006	FORKS
AC-402	GENERAL	MOD 190 C			PIZZA CUTTER
AC-403	GENERAL	MOD 190 C	26931	11/1/1995	PIZZA CUTTER
AC-404	GENERAL	MOD 190 C		8/3/2003	PIZZA CUTTER
AC-405	GUEST	MOD. 18		8/3/2003	PIZZA CUTTER
BC-409	ATLAS	13'			4 WAY CABLE
BC-410	ATLAS	16'		11/1/1994	4 WAY CABLE
HB-411	GIETH	36"	PC-400 HOE BUCKET	1/26/2010	REBUILT 1/10
HB-412	ESSCO	30"	PC400LC8	1/1/2010	1.37YARD HOE BUCKET
HB-413	ESSCO 30"	SER # RH92527	PC-300 HOE BUCKET	4/10/2010	HOE BUCKET
HB-421	ESSCO	36"PC-400			HOE BUCKET
HB-422	ESSCO	30"PC-400			HOE BUCKET
HB-423	ESSCO	48"PC-180			HOE BUCKET
HB-424	ESSCO	32"PC-180			HOE BUCKET
HB-425		24"PC-180			HOE BUCKET
HB-426	ESSCO	30"PC400LC5			HOE BUCKET
HB-428	ESSCO	42"PC400LC5			HOE BUCKET
HB-429	ESSCO				HOE BUCKET
HB-430		30"PC-400LC-5	NEW	2001	HOE BUCKET
HB-431	RBA	30" / PC-100	NEW	2004	HOE BUCKET
HB-432	RBA	24" / PC-100	NEW	2004	HOE BUCKET
HB-433	RBA	18" / PC-100	NEW	2004	HOE BUCKET
TH-434	AIM	36" / 100LB CLASS	ON PC-400	2001	THUMB
HB-435	GIETH	12"WB-140/150	236642	2007	HOE BUCKET
ST-436	EASY CLEAN	M-HEAVY MAGNUM	4743	2003	PRESURE WASHER
HB-437	HENSLEY	30" HOE BUCKET		2009	HOE BUCKET
HB-438	ESSCO	24" PC-158USLC-2		2009	HOE BUCKET
HB-439	CP	CP-140-18"		2010	HOE BUCKET
CC-440	FORD	F-350	1FTSW31P93EB00352	2003	4X4 CREW CAB PICKUP
CC-441	FORD	F-350	1FTSW31FX1EA70590	2001	4X4 CREW CAB PICKUP
CC-442	FORD	F-350	1FDSW35P83ED16750	2003	4X4 CREW CAB ULT
M-443	CHEVY	3500HD	1GBKC34FXYP402024	2000	ULT. TRUCK
T-444	MACK	COE	VG6M112B6HBO65739	1987	DUMPING FLAT
T-445	FORD	F-800	1FDNF80C2SVA01942	1995	SINGLE AXLE DUMP
T-446	GMC	TOPKICK	1GDM7H1J5PJ512999	1993	SINGLE AXLE DUMP
T-447	FORD	F-800	1FDYK84AOLVA09332	1990	SINGLE AXLE DUMP
VT-448	INTER	4300	IHTMMAAM32H506975	2002	SINGLE AXLE VAC TRUCK
FL-449	FONTAINE	STEP DECK	25290	1974	STEP DECK TRAILER
L-450	DIALAGRADE				PIPE LASER
L-451					PIPE LASER
L-452					PIPE LASER
L-453	SPECTRA PHY.	MOD 1165	SER 6255		PIPE LASER
CS-456	STIHL	TS-760			
CS-457	STIHL	TS-400-14"	166128478	12/21/2006	CUTOFF SAW
CS-458	STIHL	TS-400-12"	52993959	12/28/2001	CUTOFF SAW
CS-459	STIHL	TS-400-14"	165869403	9/15/2006	CUTOFF SAW
CS-460	STIHL	TS-400-14"	161409068	3/17/2004	CUTOFF SAW
CS-461	STIHL	TS-400-14"	162731814	1/5/2005	CUTOFF SAW
CS-462	STIHL	TS-400-14"	164974532	11/25/2008	CUTOFF SAW
CS-463	STIHL	TS-400-14"	163199961	3/18/2005	CUTOFF SAW
TS-464	STIHL	MS-290	264385174	5/4/2005	CHAINSAW
CS-465	STIHL	TS-400-14"	163368341	5/18/2005	CUTOFF SAW
CS-466	STIHL	TS-400-14"	166066495	11/30/2006	CUTOFF SAW
CS-467	STIHL	TS-400/14"	166562255	3/7/2007	CUTOFF SAW
TP-468	HONDA	WT30X	1113276	9/27/2005	TRASH PUMP
TS-469	STIHL	MS-290/18"	272946273	1/17/2008	CHAINSAW
CS-470	STIHL	TS-400/14"	162555263		CUTOFF SAW
TS-471	STIHL	MS361/16"/20"	269773161	1/24/2007	CHAINSAW

CS-472	STIHL	TS-400/14"	166129126	1/19/2007	CUTOFF SAW
CS-473	STIHL	TS-400/14"	166562338	3/23/2007	CUTOFF SAW
CS-474	STIHL	TS-420/14"+C517	170132806	11/7/2008	CUTOFF SAW
TS-475	STIHL	MS-361	269773190	7/26/2007	CHAINSAW
VP-476	WACKER	1550A	6613402	8/8/2007	PLATE TAMPER
CS-477	STIHL	TS-420	168398313	12/18/2007	CUTOFF SAW
CS-478	STIHL	TS-400	164511202	8/6/2008	CUTOFF SAW
CS-479	PARTNER	K750	20081101272	8/6/2008	CUTOFF SAW
TS-480	STIHL	MS-290 /18"	274213541	5/23/2008	CHAINSAW
CS-481	STIHL	TS-420	170132786	10/30/2008	CUTOFF SAW
CS-482	STIHL	TS-420	170746601	6/15/2010	CUTOFF SAW
CS-483	STIHL	TS-420	172606802	11/1/2010	CUTOFF SAW
CV-484	MUSTANG	CV3500	NO Ser #	10/19/2010	CONCRETE VIBRATOR
CV-485	MUSTANG	CV3500	NO Ser #	10/19/2010	CONCRETE VIBRATOR
CS-486	STIHL	TS-420	172653744	12/2/2010	CUTOFF SAW
P-489	DODGE	DAKOTA EXT CAB	1D7HE22K36S633920	2006	EXT CAB PICKUP
TR-490	LANDOLL	930C 35 TON	1LH930VH211011704	2001	48' STEP DECK TRAILER
CS-492	STIHL	TS-400-12"	52993984	12/28/2001	CUTOFF SAW
CS-493	STIHL	TS-420	16872709	7/13/2008	CUTOFF SAW
CS-494	STIHL	TS-420	168727231	7/13/2008	CUTOFF SAW
TP-499	WACKER	PT2	5560757	1/31/2008	2" TRASH PUMP
CS-500	STIHL	TS-400-14"	160876252	6/25/2004	CUTOFF SAW
CS-501	STIHL	36	38396803	9/1/2000	CUTOFF SAW
TS-502	STIHL	TS-760	46769117	9/1/2000	CHAIN SAW
CS-503	STIHL	TS-400 / 14"	345729534	6/1/2001	CUTOFF SAW
TS-504	STIHL	TS-760	247839546	6/1/2001	CHAIN SAW
CS-505	STIHL	26	45733987	6/11/2001	CUTOFF SAW
TS-506	STIHL	TS-400 14"	50017537	8/1/2001	CHAIN SAW
CS-507	STIHL	TS-420	170934973	7/26/2010	CUTOFF SAW
CS-508	STIHL	26	151718798	SEP-01	CUTOFF SAW
TS-509	STIHL	26	51290502	SEP-01	CHAIN SAW
JJ-510	WEBER	SRV-65	1003492	11/10/2001	JUMPING JACK
JJ-511	WEBER	SRV-65	300501	11/6/2003	JUMPING JACK
JJ-512	WEBER	SRV-65	301487	3/18/2004	JUMPING JACK
JJ-513	WEBER	SRV-65	301499	3/4/2004	JUMPING JACK
JJ-514	WEBER	SRV-65	404766	9/15/2004	JUMPING JACK
JJ-515	WEBER	SRV-62	500934	5/18/2005	JUMPING JACK
JJ-516	WEBER	SRV-62	501519	7/14/2005	JUMPING JACK
JJ-517	WEBER	SRV-62	503600	9/27/2005	JUMPING JACK
JJ-518	WEBER	SRV-62	6005081	9/15/2006	JUMPING JACK
JJ-519	STOW	VRC-60HD	76326160		JUMPING JACK
TS-520	STIHL	MS-360/20"	261285810	12/3/2003	CHAIN SAW
TS-521	STIHL	MS-360/20"	261285814	12/3/2003	CHAIN SAW
TS-522	STIHL	MS-260/16"	261026656	3/18/2004	CHAINSAW
TS-523	STIHL	MS-260	261414106	3/26/2004	CHAINSAW
TS-524	STIHL	TS-400 14"	162014321	7/20/2004	CUTOFF SAW
JJ-525	WACKER	B550-2	5346852		JUMPING JACK
G-530	B&S	5500 WATT	1013164371	1/11/2007	GEN SET
G-531	B&S	5500 WATT	1013164380	1/11/2007	GEN SET
G-532	B&S	5500 WATT	1012657156	6/19/2007	GEN SET
G-533	B&S	5500 WATT	1012657155	12/7/2007	GEN SET
CB-540	GAR-BRO	CS35 67"			CONCRETE BUCKET ROUND
CB-541	GAR-BRO	2 54"LAYDOWN			CONCRETE BUCKET
C-542	I.R.	P-100WJD	275865UDH210	10/19/2010	100 CFM AIR COMPRESSOR
C-543	I.R.	P-185WJD	278028UGH221	10/19/2010	185 CFM AIR COMPRESSOR
M-551	BEST	65CM	2500126	3/10/2001	MIXER
M-552	BEST	65CM	322001148	9/26/2001	MIXER
HD-559	BOSCH	1126EVS		3/24/2010	EL HAMMER DRILL 1 1/2"
AG-560	I.R.	231 C	NONE	10/4/2006	1/2" AIR IMPACT GUN
AG-561	I.R.	231C	NONE	10/26/2006	1/2" AIR IMPACT GUN
AG-562	PITTSBURGH	29-Dec	NONE	12/4/2006	3/4" AIR IMPACT GUN
PB-565	I.R.	MX-90	050W1229	10/27/2006	PAV. BREAKER
PB-566	I.R.	MX-90	050W1221	10/27/2006	PAV.BREAKER
PB-567	I.R.	MX-90		3/23/2007	PAV.BREAKER
PB-568	I.R.	MX-90		3/23/2007	PAV.BREAKER
CH-567	I.R.	95-LA	G06J30812	2/22/2007	CHIPPING HAMMER
BL-570	RIPCORDER	24"	RP 24-034	10/1/2004	BLOWER
BL-571	RIPCORDER	24"	RP 24-035	10/1/2004	BLOWER
BL-572	RIPCORDER	24"	92104111	10/1/2004	BLOWER

BL-573	REDMAX	EB7001	219733	9/19/2005	BACKPACK BLOWER
BL-574	GENERAL	GP-8 HONDA 4.0	H24810	7/6/2007	MANHOLE BLOWER
PF-580	CENTRAL	TE-4B	559-2854		POLY PIPE WELDER
PF580-1	CENTRAL	1 1/4" PIPE DIES			
PF580-2	CENTRAL	1 1/2" PIPE DIES			
PF580-3	CENTRAL	2" PIPE DIES			
M-585	GMC	3500	1GTGC34R6YR220959	2000	ULT. TRUCK
P-586	CHEVY	1500 EXT	1GCEK19T21E189340	2001	EXT CAB 8' 4X4 P/U
BOR-590	FITZSMMONS	HVBD10	521A/B-397	6/22/1905	HYD. POWER PACK
BOR-591	POW-R MOLE	PD-6	1406		MOLE PUSHER
601	MILLER	M-52	93490V	3/1/2002	MANWINCH & TRIPOD
602	MILLER	M-52	93808V	3/1/2002	MANWINCH & TRIPOD
603	MILLER	M-52	92992V	3/1/2002	MANWINCH & TRIPOD
604	MILLER	M-52	93809V	3/1/2002	MANWINCH & TRIPOD
605	MILLER	M-52	93701V	3/1/2002	MANWINCH & TRIPOD
606	MILLER	M-52	93044V	3/1/2002	MANWINCH & TRIPOD
607	MILLER	LIFE LINE	18952R	3/1/2002	MANWINCH & TRIPOD
608	MILLER	ROPE WINCH	305	3/1/2002	
609	MILLER	M-52	65716V	11/8/2006	MANWINCH & TRIPOD
620			G-262541499		AIR MONITOR
P-621	FORD	F-150 SUPER CAB	1FTPX14V49KB36123	6/19/2009	EXT CAB 4X4
LB-631	TOPCON	TPL-4AV	VE-0192		PIPE LASER
LB-632	TOPCON	TPL-4AV	VE-0194		PIPE LASER
M-623	BEST ?				MIXER
641	MULLER	B-101	500664	8/3/2003	TAPPING MACHINE
642	MULLER	H603	2980	8/3/2003	POWER HEAD
643	MULLER	B-101		1/5/2007	TAPPING MACHINE
644	MULLER	H-603	4078	1/5/2007	POWER HEAD
645	MULLER	B-101		1/5/2007	TAPPING MACHINE
646	MULLER	H-603	4076	1/5/2007	POWER HEAD
647	MULLER	D-5		2/7/2007	
TM-A36648	MULLER	B-101	NO #	?	TAPPING MACHINE
650		GAS			
651		DIESEL FUEL			
665		ANTIFREEZE			
670		HYD OIL			
675		ENG OIL			
680		OIL & LUB			
681		WASTE OIL			
682		LIFTING EQ			
683	KENCO	BARRIER LIFT	KL 12000 9" LIFT	5-Sep	SER #SF119091305A9
684	FELCO	WHEEL COMP.	FITS LINK BELT 2650		
GD-701	ALTAIR 4		23444	5/18/09	GAS DETECTOR
GD-702	ALTAIR 4		65675-H10	8/31/10	GAS DETECTOR
GD-703	ALTAIR 4 X			9/17/10	GAS DETECTOR
GD-704	ALTAIR 5			9/17/10	GAS DETECTOR
EXT-721			3 PHASE		10-4 EXTENTION CORD
EXT-722					10-4 EXTENTION CORD
EXT-723					10-4 EXTENTION CORD
EXT-724					10-4 EXTENTION CORD
EXT-725					10-4 EXTENTION CORD
EXT-726					10-4 EXTENTION CORD
SV-752	INTER	1652C	1HTMGABL4SH627284	1905	SUPPLY VAN
SV-753	INTER	1652C	1HTMGABL2SH627283	1995	SUPPLY VAN
SC-780	LOCKBAR	20'	605595-6	2000	20' LOCKBAR CONTAINER
SC-781	LOCKBAR	20'	271151-0	2000	20' LOCKBAR CONTAINER
798	CLEANING	AND LINING	MATERIALS		
799	BYPASS	MATERIALS			
L FAB-800	LINING	FABRICATION			
RT-801	FORD	C-8000	1FDWD80U4FVA19254	1985	RODDER TRUCK
T-802	FORD	F-800	1FDXF80E5SVA13061	1995	DUMP TRUCK
T-803	FORD	F-800	1FDXK84N9GVA01315	1986	DUMP TRUCK
T-804	FORD	F-600	1FDPK74N6DVA30759	1983	FLAT BED
T-805	FORD	F-800	1FDXK84A8JVA09510	1988	WINCH TRUCK
T-806	FORD	F-800	1FDXT84A9HVA12360	1986	WINCH TRUCK
T-807	GMC	7000	T17DEAV606292	1980	LINING RIG
T-808	FORD	ULT.	1FTHX26H4GKB34841	1986	ULT TRUCK
W-809				?	DOUBLE SPOOL WINCH

TR-810	E BEAVER	9 TON	11200D306HSO90180	1987		TAG TRAILER
TR-811	E BEAVER	9 TON	1120BD305HSO90455	1987		TAG TRAILER
C-812	IR	185	165639 U88 329	1988		AIR COMPRESSOR
C-813	IR	185	161325 U87 957	1985		AIR COMPRESSOR
HL-814	CASE	580K	17423004	1989		BACKHOE LOADER
RD-815	SRECO	HS461 TR	L921955	1992		PORTABLE RODDER
BB-816	COLAZO					ELECTRIC BB WINCH
T-817	INTER		1HTLFCFNXJH577009	1988		WINCH TRUCK
LR-818	KELLER					LINING RIG
FT-819	CENTERVILLE	2 AXLE	1C9BT1423Y1752177	Apr-00		6' X 14' G36FLAT TRAILER
T-820	GMC	7500	1GDM7H1C4XJ518861	1999		HYD WINCH
T-821	FORD	F-700	1FDWK74A8KVA08638	1989		DAKOTA WINCH TRUCK
T-822	INTER	4700	1HTSCACMXRH599012	1994		DAKOTA WINCH TRUCK
T-823	FORD	CARGO 8000	1FDXH81E9PVA38657	1993		FLAT BED
T-827	CHEV	KODIAK	1GBM7H1J6MJ104080	1991		DUMP
T-8T-828	FORD	F-800	1FDXF80C0SVA43986	1995		DUMP
S-829	INTER	1652	1HTMGABL7SH627408			TOOL F36COMPRESSOR
P-830	FORD	F-250	3FTNW20F31MA04871	2001		CREWCAB
P-831	FORD	F-150 EXT	1FTEX14Y6RKB7253	1994		EXT CAB PICKUP
P-832	DODGE	MEGA CAB 4 DOOR	3D7KS19D96G263368	2006		1500 4 DOOR PICKUP
BP-840	BYPASS	PIPE/FITTINGS	VALVES/HOSE			
PW-845	CRAFTSMAN	3000 PSI		2006		PRESSURE WASHER
PW-846		2550 PSI	1013791257	2007		PRESSURE WASHER
G-847	B & S	MOD. 01933+C36	1013922466	2008		6500 WATT GEN SET
VP-851	WEBER	CF-2HO	200092B	2006		PLATE COMP
JJ-852	WEBER	SRV62	5010058	2006		JUMPING JACK
TR-860	QUALITY	WSS EH 6'5"X 16'	5NDFS16206S002434	2006		LINING HOSE TRAILER
PB-861	I.R.	MX-90	G05C12170	2006		PAVEMENT BREAKER
PB-862	I.R.	MX-90	G06J30114	02/15/07		PAVEMENT BREAKER
PB-863	I.R.	MX-90	G06J30123	02/15/07		PAVEMENT BREAKER
CH-864	I.R.	WIGAN WN24EZ	S97D07A4A	07/01/05		20LB ?
CH-865	I.R.	WIGAN WN24EZ	SO3H00548	01/12/10	USED	30LB HAMMER
CH-866	I.R.	95LA1	G06A30772	1/30/2007		30LB HAMMER
CH-867	I.R.	95LA1	G06J30806	2/1/2007		30LB HAMMER
CH-868	I.R.	95LA1	GO6H29738	2/5/2007		30LB HAMMER
CH-869	I.R.	95LA1	GO6H29741	2/8/2007		30LB HAMMER
AT-870	I.R.		G04M49625	2006		AIR TAMPER 45 LB
G-871	MULTIQUIP	GA 9.7 HZ	4587756	2003		9.7 KW GEN SET
FM-872	FRIAMAT		FR0630059	2006		FUSION MACHINE
FM-873	MC ELROY	6/18" AT807502	24577	2008	PIT BULL	FUSION MACHINE
FM-873	MC ELROY	A1889801	26603	2008		ROLLING BASE
TP-880	WACKER	PT3A	672906967	?		TRASH PUMP
TP-881	HOMELITE	3"	H02960145	?		TRASH PUMP
CS-882	STIHL	TS420	170757838	2010	NEW	CUTOFF SAW
CS-883	STIHL	TS420	170824076	2010	NEW	CUTOFF SAW
TP-884	HOMELITE	3"	NO NUMBER	Briggs	used	TRASH PUMP
TP-885	HOMELITE	3"	NO NUMBER	Briggs	used	TRASH PUMP
DP-886	HOMELITE	3"	NO NUMBER			DIAPHRAME PUMP
CS-890	STIHL	TS-400/14'	164333751	4/25/2006		CUTOFF SAW
CS-891	STIHL	TS-400/14'	164333756	5/7/2008		CUTOFF SAW
CS-892	STIHL	TS-420/14'	170132767	11/7/2008		CUTOFF SAW
CS-895	STIHL	TS-400/14	16497432	7/25/2006		CUTOFF SAW
TS-896	STIHL	MS-290/18"	268143800	7/25/2006		CHAINSAW
CS-897	STIHL	TS-400/14"	166496907	5/2/2007		CUTOFF SAW
CS-898	STIHL	TS-420/14'	169499290	12/11/2008		CUTOFF SAW
DT-899	MONARK	PT-99	1800934	7/11/2006		POCKET TACH
LM-901	J & F TOOLS	A-16	2671	NEW 4/06		AIR LINING MACHINE
LM-902	J & F TOOLS	A-16	2379	USED		AIR LINING MACHINE
LM-903	J & F TOOLS	A-16	2380	USED		AIR LINING MACHINE
LM-904	J & F TOOLS	A-21	2112	NEW 4/06		AIR LINING MACHINE
LM-905	J & F TOOLS	A-21	2113	NEW 4/06		AIR LINING MACHINE
LM-906	J & F TOOLS	A-21	1057	USED		AIR LINING MACHINE
LM-907	J & F TOOLS	A-21	1058	USED		AIR LINING MACHINE
LM-908	KELLER	A-16	DAKOTA	USED		AIR LINING MACHINE
LM-909	KELLER	A-16	DAKOTA	USED		AIR LINING MACHINE
LM-910	KELLER	A-16	DAKOTA	USED		AIR LINING MACHINE
LM-911	KELLER	A-16	DAKOTA	USED		AIR LINING MACHINE
LM-912	KELLER	A-16	DAKOTA	USED		AIR LINING MACHINE
LS-913	METRA	20"	LINING SKID	USED		LINING SKID
LS-914	METRA	A-16	LINING SKID	USED		LINING SKID

Metra Industries
Cement Mortar Lining
Equipment List

Attachment A-Equipment List

GMC Cement Lining Rig
50 Kilowatt Generator
Essick Pump with electronic face shifter and 6" Hopper
Grout Mixer
Lining Machines
3" thru 12" Cement lining trowels

Cleaners 3" Thru 12" and assorted cleaning blades

1992 Sreco Rodder machine
1986 Ford F800 Winch Truck 45000 LBS With splitters
1987 Ford F800 Winch Truck 45000 LBS With splitters
Electric BB winch

Street rollers and pipe rollers
8' x 10' Steel plates 33

Bypass pipe and fittings 20,000 LF 2"
Bypass pipe and fittings 6,000 LF 4"

1000 Feet of 1 1/2 " titan high pressure grout hose
Miscellaneous couplings and valves 2" thru 12"
Miscellaneous Hardware

Essick Pump spare parts

1995 Ford F800 dump
1988 Ford F800 dump
1983 Ford F600 flatbed dump Truck
1987 Eager Beaver 9 ton Trailer
1987 Eager Beaver 9 ton Trailer
1987 IR air Compressor
1988 IR air Compressor
1996 Mclean Vibro Rammer
1993 IR Tamper/rammer
1993 Ditch witch piece arrow Missile
1989 580K Case extendahoe
1996 homelite trash pump
1993 homelite 3" pump
1993 homelite 3" pump
Miscellaneous equipment
3 Mueller tapping Machines #5 and D100 Model#1
1 concrete pipe sewer tapping machine
4 pavement breakers 90LB.
1990 utility truck

METRA INDUSTRIES

50 Muller Place
Little Falls, New Jersey 07424
(973) 812-0333
FAX (973) 812-0330

**2006 Freightliner
JT-120 Sewer Cleaner**

**2010 Peterbilt
JT-180 Sewer Cleaner**

**2011 Peterbilt
JT-180 Sewer Cleaner w/ Tsunami Package**

**2006 F450 Box Truck
2007 CCTV Inspection Sys & Sonar Profiling &
2010 Laser pro System**

**2011 Peterbilt
JT-120 Sewer Cleaner**

2010 Trailer – Blazer

SECTION 00491

BIDDER'S QUALIFICATION STATEMENT

5. List up to three (3) projects that are of the same or related nature to the one now being bid that you have completed in the last ten (10) years. For each project, list the name, address, and telephone number of the Owner and/or the Engineer/Architect, the original bid price, the completion date, and the completed contract price.

Please See Attached

6. List projects presently under construction by your firm, the dollar volume of the contract, the percentage complete of the contract, and the name and telephone number of the Owner and/or the Engineer/Architect.

Please See Attached

7. Have you ever failed to complete a contract awarded to you? YES _____
NO X If YES, state where and why.

1	City of Baltimore	Catonsville 48" Water Transmission Main	\$6,996,860.00	City of Baltimore DPW Dan Rocks 410-396-3671			9,000	Robert A. Deponte	10-03 to 5-05
1	Elizabethtown Water Co.	2" Eastern Transmission Phase 2 (Tunnel Jo	\$7,783,424.00	Carmine Tierno 908-654-1234			1,420	Robert A. Deponte	9-03 to 8-05
1	Baltimore City MD	Lower Moores Run MD Contract #801	\$6,267,024.00	Gordon Dick Heery International Engineering, 443-220-6043	5,665	45	1,400	Charles Schattler	2-06 to 2-07
1	Baltimore City MD	Stoney Run Interceptor Sewer Contract 838	\$5,876,905.00	Gordon Dick Heery International Engineering, 443-220-6043	1,610			Keith Dinardo	7-06 to 2-08
1	Lower Makefield PA	Canal 30" Interceptor Sewer Replacement	\$2,241,854.00	CKS Engineers, JJ Kelso, 215-340-0600	7,900	45		Charles Schattler	11-06 to 2-07
1	Stafford NJ	Ocean Acres 8" & 12" Water Main Extension Phase I	\$4,211,556.00	Schoor DePalma, John Villapiano 609-597-3123, (732) 539-7679			39,900	Stephan P. Dioslak	8-06 to 1-07
1	Stafford NJ 7/2007	Phase 3 Water main project	\$2,294,621.25	CMX Engineers, John Villapiano 609-597-3123 X-108, 732-539-7679			27,000	Stephan P. Dioslak	10-07 to 10-08
1	OCUA, NJ	AW IR-06 Area Wide Interceptor Rehabilitation - Sliplining & CIPP Work	\$3,140,800.00	OCUA, Neil O'Reagan, 732-269-4500	4,195	10		Robert DePonte	3-08 to 1-2010
1	OCUA, NJ	AW-IR-07 Area wide Interceptor Rehabilitation AW0606	\$2,657,000.00	OCUA, Neil O'Reagan, 732-269-4500	4,195	10		Robert DePonte	7-09 to 11-2010
1	Kearny NJ	Bergen Ave. Pumping Station & Force Main	\$3,587,717.50	Match Mott MacDonald Joint Venture 973-912-2571	7,360	9		Robert Hopken	11-08 to 1/2011
1	NJAWC, NJ	Bridgepointe 60-Inch Open Cut Transmission Main	\$2,779,320.48	Mike Wolan New Jersey American Water Company NJAWC 908-431-3241			7,248	Robert DePonte	5-08 to 8-09
1	CCMUA, NJ	Camden County Utilities Authority Gloucester City CSO Improvements 15" to 48" Sewers & Netting Structures	\$1,861,556.98	Andy Kricun Camden County Municipal Utility Authority 856-583-1223				Stephan Dioslaci	1-09 to 5/2010
1 *	Rockland County Sewer District NY	Western Ramapo Sanitary Sewer System The Flats 8" thru 36" sewers + tunnels etc.	\$11,154,271.40	Dianne Phillips / Michael Saber 845-365-6111	25,190	150		Charles Schattler	11-08 to 1/2011
1 *	Rockland County Sewer District NY	Western Ramapo & Western Hillburn San. Sewer System, 14" & 20" Force Mains, Tunnels, Gravity Sewers Etc.	\$8,713,792.11	Dianne Phillips / Michael Saber 845-365-6111	18,655	50		Charles Schattler	9-08 to 11/2010
1	High Point North Carolina	Improvements - predominantly 36" and 48" Gravity Sewers	\$5,876,599.00	Gregg Hall - City of High Point NC, 336-883-3168	24,000	82		Randy Smith	11/08 to 7/2010
1	Central DE County Auth, PA	Crumm Creek 18"-42" Sanitary Sewer Contract A Open Cut Excavation Project	\$10,657,040.00	Steve Beebe - Catanla Engineer Assoc, 610-532-2884	32,425	45		Charles Schattler	1/11 to 5/2012
1	Camden 2010	12" to 54" Sewer Reconstruction Project Phase III Various Locations City Wide	\$4,735,138.31	Jim Takacs - URS Corporation 215-908-8971	7,000	36		Stephan P. Dioslak	6/10 to 8/2011
1	Port Authority of NY/NJ	Water System Rehabilitation Northeast Area 8" to 12" DIP Water Mains	\$1,427,192.88	Charles Tynsdale, Port Authority 973-589-5457			7,405	Stephan P. Dioslak	9/12 to 10/2013
1	CCMUA, NJ	Atlantic Basin Interceptor Force Main Extension 16" 18" 24" Force Main + 36" Gravity Sewers, Contract 324	\$12,088,923.43	Andy Kricun Camden County Municipal Utility Authority 856-583-1223	53,373	13		Charles Schattler	5/1/12 - 9/30/13
1	WSSC, MD	Relocation 20" DIP Water Main Contract BT5138A10	\$4,567,201.20	Ahmed Balg, WSSC 301-206-8027		6	8,631	William Pugh	11/12 to current
1 *	Rockland County Sewer Dist	Spring Valley 21" & 24" Interceptor Sewer Improvement Project Phase I	\$3,074,622.45	Ala Hassan, RCSD 845-608-4953	6,100	34		Charles Schattler	2/13 to 10/2013
1	City of Baltimore, MD	Outfall Interceptor Sewer Cleaning Contract SC894	\$10,466,668.91	Michael Hellman, City of Baltimore 443-939-8988	20,325			Robert DePonte	10-11 to 4-14
1	City of Baltimore, MD	Dundalk Pumping Station's 36" & 48" Wastewater Pipe Force Main Replacement, Junction Chamber & Bypass Contract	\$6,157,810.00	Aurelian Nicolau, City of Baltimore 410-396-3671	5,500	5		William Pugh	8-13 to 12-14

REVISED 8/17/2016

1	DELCORA, Chester PA	Chester / Ridley Creek 30" DIP & HDPE Force Main Contract FW-1304-C	\$5,792,392.00	Thomas M. Klely, Gannett Flemming 610-650-8101 ext 7122	14,000	26	Charles Schattler	7-13 to 10/2013
1 *	Rockland Drainage Agency NY	Pascack Brook Bypass 15'x7' Box Culvert, Gravity Sewer, Storm Drain Spring Valley / Ramapo NY	\$8,716,239.62	Kent Rigg RCDA 845-638-5081	9,000	45	Charles Schattler	9-13 to 9-15
1	New Castle DE Artesian Water	1346 NEW 8" DIP on Old Harmony Rd, 600' of 2" sliplined inside of 6" on Old Milltown, 700' of 4" sliplined inside of 8" + 198' of new 4" & 6" on Limestone Road	\$580,000.00	Jason Wagner, Artesian Water Co 302-453-695		3,200	William Pugh	9/13 to 10/2013
1	City of Baltimore, MD	Improvements to the Western Portion of Sanitary Sewers in the Low Level Sewershed Contract SC913	\$7,443,134.00	Art Shapiro 410-396-3437				
3-75%	City of Baltimore, MD	Cleaning of the Outfall Interceptor & Relief Sewers - Phase II Contract SC934	\$8,961,850.00	Art Shapiro 410-396-3437				
1	Passaic Valley PVWC, NJ	Water Main Cleaning & Lining, Passaic Valley Water Commission Contract 14-B-25	\$4,197,540.00	Linda Beckering 973-340-4315				
3-70% *	Rockland County Sewer District	Sloatsburg Western Ramapo Sanitary Sewer - North Route 17 Contract WR03-03B	\$14,684,020.00	Dianne Phillips / Michael Saber 845-365-6111				
1	New Castle DE Artesian Water	Manette Heights Clean & CML 2750 ft of water mains	\$210,000.00	Jason Wagner, Artesian Water Co 302-453-695				
1	Montclair NJ	Replacement of Water Mains in Midland, Wilfred & Norwood	\$967,924.00	Gary Obszarny 973-744-4600				
1	City of Baltimore, MD	Baltimore City Frozen Water Lines Emergency Work	\$242,400.00	Art Shapiro 410-396-3437				
1	City of Baltimore, MD	1308K Urgent Need Metering Infrastructure Repair and Replacement Various Locations (Up To 2-inch Water Service)	\$3,184,415.00	Art Shapiro 410-396-3437				
3-40%	City of Baltimore, MD	1309K Urgent Need Metering Infrastructure Repair & Replacement Various Locations 3" & Larger Water Services	\$6,297,600.00	Art Shapiro 410-396-3437				
1	City of Baltimore, MD	1307K Urgent Need Metering Infrastructure Repair and Replacement Various Locations (Up To 2-inch Water Service)	\$3,324,915.00	Art Shapiro 410-396-3437				
3-50% *	Rockland County Sewer District	western Ramapo Sanitary Sewers - Overlook Dr, Eagle Valley Rd, Johnstown Rd & Grinder Pumps Contract WR03-06	\$7,465,155.00	Dianne Phillips / Michael Saber 845-365-6111				
3-25%	City of Baltimore, MD	1310K Urgent Need Metering Infrastructure Repair & Replacement Various Locations 3" & Larger Water Services	\$6,579,450.00	Art Shapiro 410-396-3437				
4	City of Baltimore, MD	water Contract WC 1347 AMI/K Urgent Need Metering Infrastructure Repair & Replacement Various Locations (Up to 2-	\$4,977,650.00	Art Shapiro 410-396-3437				
4	City of Baltimore, MD	Quad Avenue Wastewater Pumping Station Force Main Replacement Contract SC890	\$7,533,655.00	Art Shapiro 410-396-3437				
4	City of Baltimore, MD	water Contract WC 1348 AMI/K Urgent Need Metering Infrastructure Repair & Replacement Various Locations (Up to 2-	\$2,433,770.00	Art Shapiro 410-396-3437				
4	City of Baltimore, MD	Urgent Need Stream Repair 1 Environmental Restoration Contract 4036	\$2,489,305.00	Art Shapiro 410-396-3437				
1-FULLY COMPLETED PROJECTS								

REVISED 8/17/2016

2 Fully completed sub-contract projects	
3 Partially Completed projects showing percentage complete	
4-Recently awarded new projects that have not yet been started	

SECTION 00491

BIDDER'S QUALIFICATION STATEMENT

8. Give the name, address, and telephone number of an individual who represents each of the following and whom the Owner may contact to investigate your financial responsibility: a surety, a bank, and a major material supplier.

Liberty Mutual

239 Taunton Blvd., Suite B

Medford, NJ 08055

Please See Attached

Upon request, I agree to expand the foregoing statements.

Metra Industries

(name of Bidder)

By:

(authorized signature)

Stephan P. Dioslaki Bidders Authorized Representative

(individual's name & title)

END OF SECTION

METRA INDUSTRIES

50 Muller Place
Little Falls, New Jersey 07424
(973) 812-0333
FAX (973) 812-0330

TRADE BANK REFERENCES

COMPANY NAME: METRA INDUSTRIES

ADDRESS: 50 MULLER PLACE LITTLE FALLS, NJ 07424

PHONE NUMBER: 973-812-0333 FACSIMILE: 973-812-0330

TYPE OF BUSINESS: CONSTRUCTION STRUCTURE: CORPORATION

DATE OF INCORPORATION

1980-IN THE STATE OF NEW JERSEY

FEDERAL TAX IDENTIFICATION NUMBER

22-2314048

BANK REFERENCE

VALLEY NATIONAL BANK

ONE PASSAIC AVENUE FAIRFIELD, NJ 07004

PHONE: 800-522-4100

CONTACT NAME: KENNETH M. KIMMEL

GENERAL ACCOUNT NUMBER: 40899667

TRADE REFERENCES

ATLANTIC CONCRETE

PO BOX 129

TULLYTOWN, PA 19007-0098

PHONE: 215-945-5600

FACSIMILE: 215-945-5016

CONTACT: STEVE SCHLUSSEL

BRENT MATERIALS

325 COLUMBIA TURNPIKE #308

FLORHAM PARK, NJ 07932

PHONE: 973-325-3030

FACSIMILE: 973-325-7360

CONTACT: LINDA GARDNER

L/B WATER SERVICES, INC.

550 SOUTH HIGH STREET

P.O. BOX 60

SELINGROVE, PA 17870

PHONE: 443-250-6361

FACSIMILE: 570-374-7045

CONTACT: RICK WALSTON

DUNS#14-8637366

50 Muller Place
Little Falls, New Jersey 07424
(973) 812-0333
FAX (973) 812-0330

July 8, 2010

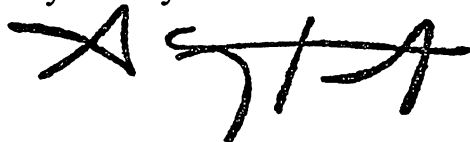
RESOLUTION

At a special meeting of the Board of Directors of Metra Industries, held on July 8, 2010, at which all the Directors were present, the following resolution was unanimously adopted:

Be it resolved that **Stephan P. Dioslaki**, Bidders Authorized Representative, is authorized to sign payment vouchers, proposals, bonds, bids and contracts on behalf of Metra Industries.

There being no further business, the meeting was adjourned.

Gary Stivaly

A handwritten signature in black ink, appearing to be 'G Stivaly', written over a horizontal line.

President

Certification 27157

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-SEP-2014** to **15-SEP-2017**

**METRA INDUSTRIES
50 MULLER PLACE
LITTLE FALLS**

NJ 07424



A handwritten signature in dark ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff
State Treasurer

09/07/04

SEP 13 2004

Taxpayer Identification# 222-314-048/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609) 292-1730.

I wish you continued success in your business endeavors.

Sincerely,

John E. Tully
John E. Tully, CPA
Acting Director

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 952
TRENTON, NJ 08646-0252

TAXPAYER NAME:

METRA INDUSTRIES, INC.

TAXPAYER IDENTIFICATION#:

222-314-048/000

ADDRESS:

50 MULLER PLACE
LITTLE FALLS NJ 07424

EFFECTIVE DATE:

06/23/80

FORM-BRC(08-01)

TRADE NAME:

SEQUENCE NUMBER:

0454837

ISSUANCE DATE:

09/07/04

John E. Tully
Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

Metra Industries

50 Muller Place
Little Falls NJ 07424
Phn: 973-812-0333
Fax: 973-812-6596

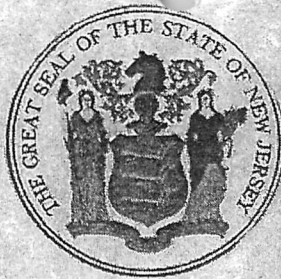
Metra Industries intends to utilize the following key individuals for the construction of this project:

- **Gary Stivaly**, President, Owner, and Founder of Metra Industries (since 1980), BSCE, MBA, Forty-Two years of overall experience. Extensive knowledge of all aspects of heavy construction, bridges, utility main installation, cement mortar pipe lining, pipe rehabilitation, slip lining. Oversee and organize and perform every aspect of ownership and running business and of constructing utility projects ranging up to \$20 million, working out of Metra Main Office and frequently visiting satellite offices and attending meetings as required.
- **Robert A. DePonte**, Vice President of Metra Industries, employee of Metra Industries for past 17 years. Thirty-eight years of overall experience. Extensive field and office knowledge of all aspects of heavy construction, bridges, underground utility main installation, pumping stations cement mortar pipe lining, pipe rehabilitation, slip lining. Oversee and organize utility projects ranging up to \$20 million, working out of Metra Main Office and frequently visiting satellite offices and attending meetings as required.
- **Stephan P. Dioslaki**, BSCE, Project Manager, Chief Estimator, employee of Metra Industries for past 19 years. Twenty-Four years of overall experience. Extensive knowledge of all aspects of heavy & underground utility main installation and pumping stations. Estimate, administrate, oversee utility projects ranging up to \$20 million, working out of Metra Main Office.
- **Joseph W. Dioslaki**, PE, Project Manager, Estimator, expertise in tunneling. Twenty-six years of overall experience. Extensive knowledge of all aspects of utility main installation. Estimate, administrate, oversee utility projects ranging up to \$20 million, working out of Metra Main Office.
- * **William Pugh** General Superintendent, 29 years of overall experience, currently overseeing utility construction being performed in New Jersey, Maryland and New York, working out of Metra's satellite offices
- * **Kirk Andressan** Job Superintendent, 29 years of overall experience, currently constructing Maryland Projects, working out of Metra's satellite offices
- * **Charles Schattler** General Superintendent, 32 years of overall experience, currently constructing Pennsylvania Projects, working out of Metra's satellite offices.

* Denotes if and as required

Certificate Number
29538

Registration Date: 09/03/2015
Expiration Date: 09/03/2017



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Metra Industries, Inc.
2015

Responsible Representative(s):

Gary Stivaly, President

Harold J. Wirths

Harold J. Wirths, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned
and may be revoked for cause by the Commissioner
of Labor and Workforce Development.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Metra Industries, Inc.
50 Muller Place
Little Falls, NJ 07424

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
239 Taunton Blvd. Suite B
Medford, NJ 08055
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

OWNER:

(Name, legal status and address)

City of Newburgh
City Hall, Fourth Floor, 83 Broadway
Newburgh, NY 12550

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Liberty & Grand Street Sewer Improvements Project Contract 1 - General Construction - Bid #4.17

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 7th day of June, 2017.


(Witness)

Metra Industries, Inc.

(Principal)

(Seal)

By:

(Title)

Stephan P. Droscher
Bidders Authorized Representative
Liberty Mutual Insurance Company

(Surety)

(Seal)

By:

Diane M. DiMartino, Attorney-in-Fact


(Witness) Kathleen M. Rowe



CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of \$1.00, lawful money of the United States of America, the receipt whereof is hereby acknowledged, paid the undersigned corporation, and for other valuable consideration, the Liberty Mutual Insurance Company organized and existing under the laws of the State of MA and licensed to do business in the State of NY certifies and agrees, that if contract for Liberty & Grand Street Sewer Improvements Project Contract 1 - General Construction - Bid #4.17

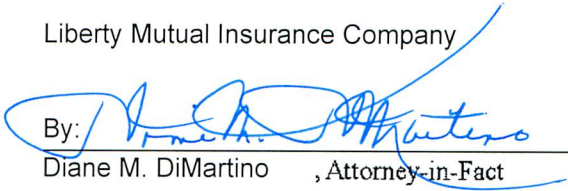
for City of Newburgh

is awarded to Metra Industries, Inc.

the undersigned Corporation will execute the bond or bonds as required of the contract documents and will become Surety in the full amount set forth in the contract documents for the faithful performance of all obligations of the Contractor.

Signed and sealed this 7th day of June, 2017.

Liberty Mutual Insurance Company

By: 

Diane M. DiMartino, Attorney-in-Fact

THIS POWER-OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7613383

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Diane M. DiMartino; Gary B. Kohan; Kathleen M. Rowe

all of the city of Medford, state of NJ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of February, 2017.



STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 1st day of February, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of June, 2017.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or other financial value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT — DECEMBER 31, 2016

Assets		Liabilities	
Cash and Bank Deposits.....	\$1,092,914,837	Unearned Premiums.....	\$6,929,723,299
*Bonds — U.S Government.....	1,406,763,970	Reserve for Claims and Claims Expense.....	17,233,877,300
*Other Bonds.....	11,379,916,523	Funds Held Under Reinsurance Treaties.....	208,362,823
*Stocks.....	10,349,761,988	Reserve for Dividends to Policyholders.....	944,909
Real Estate.....	290,265,760	Additional Statutory Reserve.....	39,649,905
Agents' Balances or Uncollected Premiums.....	4,709,977,463	Reserve for Commissions, Taxes and	
Accrued Interest and Rents.....	112,757,395	Other Liabilities	<u>3,061,117,958</u>
Other Admitted Assets.....	<u>14,659,523,751</u>	Total	<u>\$27,473,676,194</u>
		Special Surplus Funds.....	\$95,257,334
		Capital Stock.....	10,000,000
		Paid in Surplus.....	9,229,250,104
		Unassigned Surplus.....	7,193,698,055
		Surplus to Policyholders.....	<u>16,528,205,493</u>
Total Admitted Assets.....	<u>\$44,001,881,687</u>	Total Liabilities and Surplus.....	<u>\$44,001,881,687</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2016, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 23rd day of March, 2017.

TAMIKOLAJEWSKI

Assistant Secretary

**CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW
YORK INSURANCE LAW**

STATE OF NEW YORK
DEPARTMENT OF FINANCIAL SERVICES

It is hereby certified that

Liberty Mutual Insurance Company

Of Boston, Massachusetts

a corporation organized under the laws of the State of Massachusetts and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of \$16,528,205,493 (Capital \$10,000,000) as is shown by its sworn financial statement for the year ending December 31, 2016 on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.



In Witness Whereof, I have

unto set my hand and affixed

official seal of this Department
in the City of Albany, this

1st day of March, 2017.

Maria T. Vullo
Superintendent

By *Jacqueline Catalfamo*

Jacqueline Catalfamo
Special Deputy Superintendent

SURETY ACKNOWLEDGMENT

STATE OF New Jersey

COUNTY OF Burlington

On this 7th day of June 2017

before me personally came Diane M. DiMartino

to me known, who, being by me duly sworn, did depose and say that she resides in:

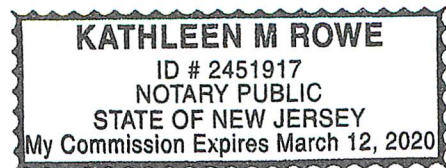
Medford Lakes, New Jersey

that she is the Attorney-in-Fact for Liberty Mutual Insurance Company

the corporation described in and which executed the foregoing instrument; that she knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by said corporation, and that she signed her name thereto by like order.



Notary Public
Kathleen M. Rowe



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

I, Stephan P. Dioslaki, am the authorized representative of Metra Industries.
Name of Representative Name of Contractor/Service Provider
I hereby certify that Metra Industries 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.



Contractor/Service Provider Representative

Stephan P. Dioslaki

Bidders Authorized Representative



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 contractor's bid or proposal package.

Subcontractor Name Stokes Creative Group Inc.		Project Name Liberty & Grand Streets Sewer Improvements	
Bid/ Proposal No. 4-17	Assistance Agreement ID No. (if known)	Point of Contact Amber Konopka	
Address 1666 Route 206 Vincennes, NJ 08088			
Telephone No. 609-859-8400		Email Address Amber@stokescg.com	
Prime Contractor Name Metra Industries		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
	Photography —	* 490.00 per visit
	Video —	* 1,500.00 per visit
	* 250.00 out of area charge per visit	
	* Video pricing is subject to change	
DBE Certified By: ☒ DOT ☐ SBA		Meets/ exceeds EPA certification standards?
☒ Other: _____		☒ YES ☐ NO ☐ Unknown

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.

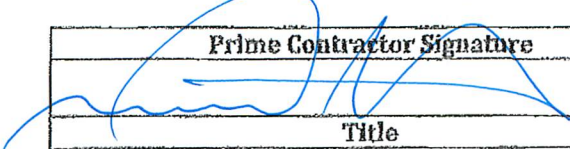
² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

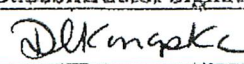


OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

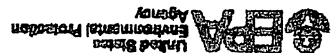
**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

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
	Stephan P. Diosladi
Title	Date
Bidders Authorized Representative	7 June 2017

Subcontractor Signature	Print Name
	Diane Konopka
Title	Date
UP	6/6/17

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.



O&B Control No: 2099-0030
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 DBE subcontractor's description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance 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 Van Ethen Contracting		Project Name Liberty & Grand Streets Sewer Improvements	
Bid/Proposal No. 4-17		Assistance Agreement ID No. (if known)	
Address PO Box 422, Cornwall NY 12518		Point of Contact	
Telephone No. 845-534-2434		Email Address Kathy@vanethencontract.com	
Prime Contractor Name Metra Industries		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
Having		
DBE Certified By: ☐ DOT ☐ SBA		Meets/exceeds EPA certification standards? ☐ YES ☐ NO ☐ Unknown

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 pursuant to an EPA award of financial assistance.

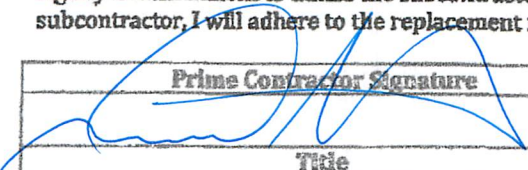
² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services

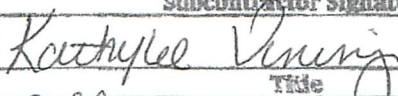


OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

**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
	Stephan P. Dioslaki
Title	Date
Bidders Authorized Representative	7 June 2017

Subcontractor Signature	Print Name
	Kathylee Vining
Title	Date
Office Manager	

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 contractor's bid or proposal package.

Subcontractor Name <i>CA KENFIELD TRUCKING EXCH</i>		Project Name <i>Liberty & Grand Streets Sewer Improvements</i>	
Bid/ Proposal No. <i>4-17</i>	Assistance Agreement ID No. (if known)	Point of Contact <i>Chant</i>	
Address <i>2301 Baitell St Pattersonville NY 12137</i>			
Telephone No. <i>518-859-9143</i>		Email Address <i>cakenfeld@aol</i>	
Prime Contractor Name <i>Metra Industries</i>		Issuing/Funding Entity:	

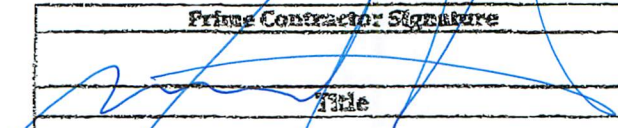
Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	<i>Dump Truck Rental</i>	
DBE Certified By: ☒ DOT ☐ SBA ☒ Other: <i>NY5</i>		Meets/ exceeds EPA certification standards? ☐ YES ☐ NO ☐ Unknown

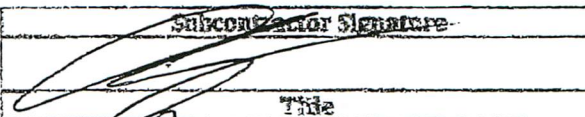
¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 23.204-23.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 23.202.

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.

**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
	Stephan P. Dioslaci
Title	Date
Bidders Authorized Representative	7 June 2017

Subcontractor Signature	Print Name
	Charles A. Kenfield, Jr.
Title	Date
Partner	6/6/17

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 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 Metra Industries		Project Name Liberty & Grand Streets Sewer Improvements	
Bid/ Proposal No. 4-17	Assistance Agreement ID No. (if known)	Point of Contact	
Address 50 Muller Place Little Falls, NJ 07424			
Telephone No. 973-812-0333		Email Address sdioslaki@metraindustries	
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?
Stokes Creative Group 1666 Rt 206 Vincentown, NJ 08088	609.859.8400 Amber@stokescg.com 08088	490./visit photo 1500/visit video	X
Van Ellen Contracting PO Box 422 Cornwall, NY 12518	845.534.2434 Kathylee@vecontract.com	190,000	X
CA Kenfield Trucking 2301 Batter St. Pattersonville, NY 12577	518.859.9145 ca@kenfieldtrucking.com	TBD	X

Continue on back if needed

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.

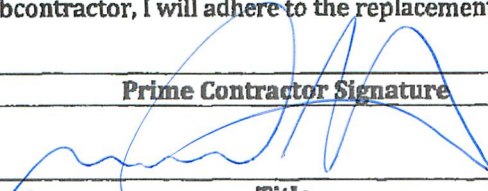
² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



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

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization 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
	Stephan P. Dioslaki
Title	Date
Bidders Authorized Representative	7 June 2017

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.

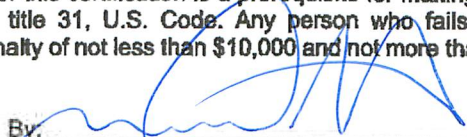
Attachment 9
New York State Environmental Facilities Corporation
CERTIFICATION REGARDING LOBBYING
FOR
CONTRACTS, GRANTS, LOANS, AND
COOPERATIVE AGREEMENTS
40 CFR Part 34

SRF Project No.: 4-17

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: 
Name: Stephan P. Dioslaki
Title: Bidders Authorized Representative
Date: 7 June 2017
Contract ID: 22-2314048

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: Liberty & Grand Streets Sewer Improvements

Contractor's Name: Metra Industries

Contract ID: 22-2314048

SRF Project #: 4-17

SRF Recipient Name: City of Newburg, NY

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: _____

Name (print): _____

Title: _____

Date: _____

Stephan P. Dioslaki

Bidders Authorized Representative

7 June 2017

**Governor's Office of Storm Recovery
Supplementary Conditions for Contracts**

INTRODUCTORY STATEMENT

"Project" or "Program": Liberty & Grand Street Sewer Improvements

Project Location: Liberty Street, Grand Street, Clinton Street, Montgomery Street
City of Newburgh, Orange County, New York

"Subrecipient": City of Newburgh
83 Grand Street
Newburgh, New York 12550

"Contractor": Name: Metra Industries
Address: 50 Muller Place
City, State, Zip: Little Falls, NJ 07424

Contract Number: Contract No. 1 – General Construction C3-7332-09-75/76

"Insurance Requirements": See Attachment A to Introductory Statement

Housing Trust Fund Corporation ("HTFC" or "Grantee"), acting through the Governor's Office of Storm Recovery ("GOSR") has entered into a Subrecipient Agreement with the Subrecipient for a grant of Community Development Block Grant Disaster Recovery ("CDBG-DR") funds for purposes of the design and construction of the Project (the "Subrecipient Agreement"). This grant represents a portion of CDBG-DR funds received or to be received under the Federal CDBG-DR program administered by the U.S. Department of Housing and Urban Development ("HUD") to fund necessary expenses related to disaster relief, long-term recovery, restoration of infrastructure, and/or housing and economic revitalization in the most impacted and distressed areas resulting from a major disaster declared due to Hurricane Sandy and other eligible events (subject to the Federal statutes and regulations governing CDBG grants, as modified by exceptions and waivers previously or hereafter granted by HUD).

Subrecipient is a municipal government or other government agency, which will use its own form contracts and other project agreements for the Project. However, as a condition to receiving CDBG-DR funds for the Project, Subrecipient is required to include these Supplementary Conditions in each contract which it enters into for the applicable project and to require all contractors to include these Supplementary Conditions in every subsequent subcontract and lower-tiered subcontracts so that such provisions are binding upon each contractor, subcontractor and lower-tiered subcontractor. Among other things, as set forth more specifically below, these Supplementary Conditions (a) include GOSR requirements which may not otherwise be included in the contract; (b) define the order of precedence for the interpretation and enforcement of the various parts and provisions of the contract (including these Supplementary Conditions); and (c) add certain other provisions which GOSR deems necessary or desirable for the orderly administration and enforcement of the contract. For purposes of subcontracts, references in these Supplementary Conditions to "Subrecipient" shall be deemed to refer to Contractor, and references to "Contractor" shall be deemed to refer to the applicable subcontractor. For purposes of lower-tiered subcontracts, references in these Supplementary Conditions to "Subrecipient" shall be deemed to refer to

the applicable subcontractor, and references to "Contractor" shall be deemed to refer to the applicable lower-tiered subcontractor.

Accordingly, Subrecipient and Contractor have signed below to evidence their agreement to (a) incorporate into the contract these Supplementary Conditions (which shall be deemed "Contract Documents" under the contract), (b) include these Supplementary Conditions in all subcontracts under the contract, and (c) require that all subcontractors reproduce these Supplementary Conditions in all lower-tiered subcontracts under the contract. By signing below, contractor agrees to comply with the terms and conditions of these Supplementary Conditions and to complete and submit the forms contained herein as required under these Supplementary Conditions and the instructions on the forms. Contractor hereby certifies, affirms, stipulates, represents and warrants to all provisions contained herein requiring such certification, affirmation, stipulation, representation or warranty, as applicable.

DATE: _____

SUBRECIPIENT
City of Newburgh

By: _____

Name:

Title:

CONTRACTOR Metra Industries
[INSERT CONTRACTOR NAME]

By: _____

Name: Stephan P. Dioslaki

Title: Bidders Authorized Representative

**MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL
EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

M/WBE AND EEO POLICY STATEMENT

I, Stephan P. Dioslaki, the (awardee/contractor) contractor agree to adopt the following policies with respect to the project being developed or services rendered for (name agency/ies or project location): the City of Newburg

MWBE

This organization will cause its contractors and subcontractors to take good faith actions to achieve the MWBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to MWBE contractor associations.
- (2) Request a list of State-certified MWBEs from Agency(ies) and solicit bids from them directly.
- (3) Ensure that plans, specifications, requests for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective MWBEs.
- (4) Where feasible, divide the work into smaller portions to enhance participations by MWBEs and encourage the formation of joint venture and other partnerships among MWBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to MWBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting MWBE contract participation goals.
- (6) Ensure that progress payments to MWBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage MWBE participation.

EEO

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and 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.

(b) This organization shall state in all solicitation 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 disability or marital status.

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative for a statement that it 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 this organization's obligations herein.

(d) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. 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, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Agreed to this 7 day of June, 2017

By [Signature]

Print: Stephan P. Dioslaki Title: Bidders Authorized Representative

Jennifer DeRose is designated as the Minority Business Enterprise Liaison

He/she is responsible for administering the Minority and Women-Owned Business Enterprises-Equal Employment Opportunity (M/WBE-EEO) program.

M/WBE Contract Goals

20% Minority and Women's Business Enterprise Participation

Minority Business Enterprise Participation

Women's Business Enterprise Participation

EEO Contract Goals

 % Minority Labor Force Participation

 % Female Labor Force Participation



New York State
Homes & Community Renewal
www.nyshcr.org

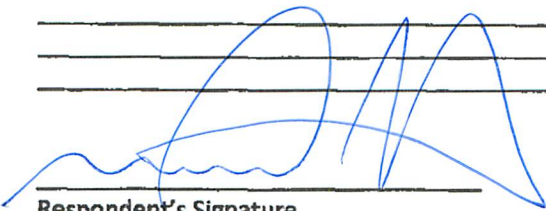
**EEOC Statement
of the
New York State Housing Finance Agency,
State of New York Mortgage Agency,
New York State Affordable Housing Corporation,
State of New York Municipal Bond Bank Agency,
Tobacco Settlement Financing Corporation and
Housing Trust Fund Corporation
(individually, "Agency" and collectively, "Agencies")**

It is the goal of the Agencies to ensure compliance with the federal Equal Employment Opportunity Act of 1972, as amended. Respondents with fifteen (15) or more employees responding to this solicitation, must submit a statement disclosing whether the Respondent: (a) is currently operating under or negotiating, or has at some time in the last five (5) years operated under or negotiated, a conciliation agreement with the Equal Employment Opportunity Commission ("EEOC"); (b) has been, at some time in the last five (5) years, or is currently the subject of a civil action brought against it by the EEOC; (c) has been, at some time in the last five (5) years, or is currently the subject of an action brought against it by the EEOC for permanent, temporary or preliminary relief; (d) has operated, at some time in the last five (5) years, or is currently operating under an order of a court to take affirmative action as a result of a civil action brought against it by the EEOC.

Please answer the above question either in the affirmative or negative.

No Respond YES or NO.

If YES, provide explanation:


Respondent's Signature

Stephan P. Dioslaki
Bidders Authorized Representative

Print Name of Respondent

7 June 2017
Date of Respondent's Signature

Metra Industris

Section 3 Plan

50 Muller Place
Little Falls, NJ 07424
973-812-0333
sdioslaki@metraindustries.com

Stephan P. Dioslaki
Bidders Authorized Representative

Liberty & Grand Streets Sewer
Improvements

SUBRECIPIENT NAME: City of Newburg ("Subrecipient")
CONTRACTOR NAME: Metra Industries ("Contractor")
PROJECT NAME: Liberty & Grand Streets (the "Project")

Sewer Improvements

GENERAL POLICY STATEMENT

Section 3 Policy Overview

Section 3 (24 CFR Part 135.30) of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u)¹ is intended to ensure that, to the greatest extent feasible, low- and very low-income persons receive benefits in employment and related economic opportunities when such opportunities are generated by funding from HUD. It also specifically encourages economic opportunities for households who are recipients of government assistance for housing. The Section 3 program requires that recipients of HUD funds, to the greatest extent feasible, provide (a) employment and training and (b) contracting opportunities for low- or very low-income residents in connection with construction projects in their neighborhoods.

SECTION 3 PLAN & PURPOSE

This document serves as the Section 3 Plan for Contractor's work on the Project in compliance with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended. This document contains goal requirements for awarding contracts to Section 3 Business Concerns and employment opportunities for individuals.

The regulations should not be construed to mean that recipients are required to hire Section 3 residents or award contracts to Section 3 business concerns other than what is needed to fulfill regulatory obligations for covered projects and activities. Contractors are not required to hire or enter into contracts with unqualified Section 3 residents or business concerns simply to meet the Section 3 goals, as anyone selected for contracting or employment opportunities must meet the qualifications for the job/contract being sought. However contractors must document their outreach efforts and, to the greatest extent feasible, attempt to source qualified Section 3 residents and business concerns to meet the goal. If the expenditure of funding for an otherwise covered project and activity does not result in new employment, contracting, or training opportunities, reporting is still required.

NUMERICAL GOALS FOR TRAINING AND EMPLOYMENT OPPORTUNITIES

These goals apply to contract awards in excess of \$100,000 in connection with a Section 3 eligible project. They apply to subrecipients and to their contractors and subcontractors.

Contractor will, to the greatest extent feasible strive to comply with the goals established. The numerical goals established in this section represent minimum numerical targets for employment opportunities and training to Section 3 residents as follows:

- Thirty Percent (30%) of the aggregate number of new hires/training opportunities resulting

¹ http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_12047.pdf

from funds awarded and continuing thereafter.

Any contractor that does not meet the Section 3 numerical goals must demonstrate why meeting the goals was not feasible.

For this contract on the Project, the Number of Section 3 jobs/training opportunities anticipated is

30%

NUMERICAL GOALS FOR CONTRACTING ACTIVITIES

These goals apply to contract awards in excess of \$100,000 in connection with a Section 3 eligible project, and they apply to subrecipients, contractors, and subcontractors.

Contractor commits to award to Section 3 business concerns*, through subcontracts:

- At least 10% of the total dollar amount of all Section 3 covered contracts for construction work arising in connection with housing rehabilitation, housing construction and other public construction; and
- At least 3% of the total dollar amount of non-construction contracts.

*Section 3 Business Concerns are businesses that can provide evidence that they meet one of the following:

- a) 51 percent or more owned by Section 3 residents; or
- b) At least 30 percent of its fully time employees include persons that are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or
- c) Provides evidence, as required, of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications in the above two clauses a and b.

EVIDENCE OF SECTION 3 CERTIFICATION

Any Individual seeking employment or training opportunities with Contractor shall complete a Self-Certification Form and provide adequate documentation as evidence of eligibility for preference under the Section 3 program.

Any business seeking Section 3 preference in the awarding of subcontracts or purchase agreements with Contractor shall complete the HUD Section 3 Business Registry. The business seeking Section 3 preference must be able to provide adequate documentation as supporting evidence.

CONTRACTOR'S SECTION 3 TABLES A & B

Instructions: The following two charts are for capturing the data related to hiring Section 3 Businesses for Construction and Non Construction work as well as Individual New Hiring that may have occurred during the life of the project. These charts should be reflective and on par with the data submitted in Elation Systems.

TABLE A
SUBCONTRACTING DATA

At least **10%** of the total dollar amount of all Section 3 covered contracts for **construction work** arising in connection with housing rehabilitation, housing construction and other public construction to Section 3 Business*; and

At least **3%** of the total dollar amount of **non-construction contracts** to a Section 3 Business*.

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
Type Of Contract (Construction or Non Construction related) & Description	Total Number of Contracts(during the life of the project)	Total Approximate Dollar Amount for those respective contracts in Column B)	Number Of Contracts to Section 3 Businesses*	Estimated Dollar Amount to Section 3 Businesses*
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$

*Section 3 Businesses are defined as a) 51 percent or more owned by Section 3 residents; or

b) At least 30 percent of its fully time employees include persons that are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or c) Provides evidence, as required, of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications in the above two clauses a and b.



TABLE B
PROJECT WORKFORCE DATA

At Least Thirty Percent (30%) of the aggregate number of *new hires/training opportunities* resulting from funds awarded and continuing thereafter.

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
Job Category	Total Estimated Positions	No. Positions Currently Occupied By Permanent Employees	No. Positions Not Currently Occupied	No. Positions To Be Filled w/Section 3 Residents*
Officers/Supervisors				
Professionals				
Technicians				
Housing Sales/Rental/Mgmt.				
Office Clerical				
Service Workers				
Others				

TRADE:

Journeyman				
Apprentices				
Maximum No. Trainees				
Others				

TRADE:

Journeyman				
Apprentices				
Maximum No. Trainees				
Others				

*Section 3 Residents are defined as individuals residing locally whose family income does not exceed 80% of the median income in the State.

**Local Income levels can be obtained online at <https://www.huduser.gov/portal/datasets/il.html>



LIST OF STRATEGIES TO BE ADOPTED FOR COMPLIANCE WITH THE STATED EMPLOYMENT, TRAINING AND CONTRACTING GOALS

In compliance with the Section 3 Plan requirements, the Contractor should submit a current list of anticipated new hires as of the date the Section 3 Plan is submitted for approval. A list of employees can be submitted on the Worker Utilization Form included in the appendices *or* an official company form that includes the same information requested on the Worker Utilization Form. **The Contractor must also develop a list of strategies to be adopted for compliance with the stated employment, training and contracting goals.**

PLEASE NOTE: You may check off in the "Check Mark" box below and initial your choices in the "Initials" box below from the following *list of choices* for the strategies which you could use.

List of Strategies to choose from:	Check Mark	Initials
Establish a Section 3 Coordinator		
Develop a Section 3 Plan		
Conduct pre-bid meeting and clearly articulate Section 3 requirements during meeting		
Consider making the pre-bid meeting mandatory		
Conduct networking event post pre-bid meetings		
Utilize the GOSR <i>Local Workforce Opportunities Program</i> to recruit and attract Section 3 eligible applicants for posted positions.		
Forward procurements to Section 3 and small business concerns		
Forward RFPs to established list of Section 3 Firms		
Clearly indicate on all job applications and websites for job postings that the position is "A Section 3 eligible job opportunity."		
Identify existing employees that may be Section 3 workers		
Identify existing subcontractors that may qualify as Section 3 businesses		
Request current list of Section 3 eligible applicants and certified Section 3 businesses from local PHAs, ESD, SBA and Chamber of Commerce		
Advertise job and subcontracting opportunities in local, community papers and job boards in impacted areas and communities.		
Clearly indicate on all job applications and websites for job postings that the position is "A Section 3 eligible job opportunity."		
Encourage participation in "Meet the Prime" events		
Provide Subrecipient with acknowledgment of efforts to enforce Section 3		
Partner with the NY Division of Employment and Workforce Solutions (http://labor.ny.gov/dews-index.shtm) to promote special advertisement of Section 3 job postings and opportunities.		
Pro-actively contact and engage Organized Labor and Trade Unions		
Request candidates from Workforce One Career Centers Near the Project area.		



The following questions and your responses may be used to identify additional strategies & details.

Q1: What actions will the Contractor take to recruit Skilled Workers and Unskilled Workers?

Response: WORK WITH AND THROUGH UNIONS

Q2: Which Resident Associations/ Organizations will you contact?

Response: WE WILL CONTACT THE LOCAL UNIONS AND CONSULT ~~THE~~ DATA BASES + DIRECTORIES

Q3: In which newspapers, magazines, journals or other periodicals will you advertise job openings?

Response: Local newspapers, CIS Leads

Q4: In which locations will you display recruitment posters?

Response: Various locations in the City

Q5: Which labor unions, or apprentice programs will you contact?

Response: We will contact the unions we currently have agreements with

Q6: How else will you recruit Section 3 Residents?

Response: BY WORKING WITH AND THROUGH UNIONS AND SOLICITING ~~THE~~ DATA BASES + DIRECTORIES

Q7: Will you be reaching out to GOSR's Office of Diversity and Civil Rights for assistance in outreach events, training and support in approaching Union based training and apprenticeship programs?

Response: Yes

* TO BE PROVIDED UPON AWARD + EXECUTION OF WORK

SECTION 3 SUBMISSION OF SUPPORTING DOCUMENTATION

The Contractor shall maintain copies of the following types of supporting documentation as applicable:

The HUD-60002 form Includes Part III Summary indicates supporting documentation is required.

As Such, below are samples of the types of documentation applicable but not limited to the following:

- Reporting summary with metrics of strategies selected or described above
- A narrative that ties in all good faith effort components.
- Maintain a database of supporting raw data
- Copies of any Self Certification or Self-Affirmation forms for individuals and businesses.
- Completed Tables A and B (shown above) for all respective Contractors.

SECTION 3 REPORTING & TRAINING

The Governor's Office of Storm Recovery (GOSR) has adopted a web-based compliance management system to help all its Contractors and Subrecipients receiving Federal CDBG-DR funds to adhere to Labor Compliance (Davis-Bacon), Minority and Women Owned Business (MWBE) and Section 3 Federal reporting requirements.

GOSR offers free virtual training sessions monthly. They are extensive, detailed and information rich. Training events have duration of 2.5 hours. We encourage you to attend as much training as needed and ask questions during your learning process.

Attendees must have an Elation Systems account. To register your organization/firm for a free account please go to <https://www.elationsys.com/app/Registration/> and follow the registration instructions to register either as an agency or project owner, or as a contractor. Once registered, you will receive an email inviting you to attend the next scheduled webinar.

We offer two types of training sessions:

- **Contractor Training:** Payroll and Accounts company employees
- **Subrecipient Training:** Project Owners/Manager(s) and or Construction Manager(s)

2016 Training Calendar	
Contractors	Subrecipients
January 6 th	January 27 th
February 3 rd	February 24 th
March 2 nd	March 30 th
April 6 th	April 27 th
May 4 th	May 25 th
June 1 st	June 29 th
July 6 th	July 27 th
August 3 rd	August 31 st
September 7 th	September 28 th
October 5 th	October 26 th
November 2 nd	November 18 th
No training events offered in December.	

Please note:

*All webinar sessions will be held at **1:30pm EST**, unless otherwise noted. Elation reserves the right to change the Training Dates. Attendees will be notified of any change(s) in advance.

For additional information, contact Elation Systems – support@elationsystems.com

SECTION 00499

BID SECURITY

(ATTACHED HERE - CERTIFIED CHECK, CASH OR BID BOND)

END OF SECTION

SECTION 00570

AGREEMENT

This CONTRACT, in six (6) copies, made and entered into this ____ day of _____, 20__, by and between the City of Newburgh, a municipal corporation, organized and existing under the laws of the State of New York, with its principal office and place of business located at City Hall, 83 Broadway, Newburgh, New York, 12550, hereinafter designated as "Owner", Party of the First Part,

and _____

_____ of _____

County of _____ State of _____

hereinafter designated as the Contractor, Party of the Second Part.

WITNESSETH: That the parties hereto, each in consideration of the Agreements on the part of the other herein contained, have mutually agreed, and hereby mutually agree, the Party of the First Part for itself and its successors, and the Party of the Second Part for itself, himself or themselves and its successors, his or their executors, administrators and assigns as follows:

Article 1. DESCRIPTION. Under this Agreement and Contract, the Contractor shall furnish all materials and perform all work required to furnish and install complete Contract No. 1 – General Construction.

Article 2. In consideration of the payments to be made as hereinafter provided, and of the performance by the Owner of all matters and things to be performed by the Owner as hereinafter provided, the Contractor agrees, at his own sole cost and expense to perform all the labor and services, and to furnish all the labor and materials, plant and equipment necessary to complete, and to complete in good, substantial, workmanlike and approved manner, the work described under Article 1 hereof, within the time hereinafter specified and in accordance with the terms, conditions and provisions of this Contract and with the instructions, order and directions of the Engineer made in accordance with this Contract.

June 23, 2017

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

Re: Recommendation for Award
Liberty and Grand Streets Sewer Improvements Project
City of Newburgh, Orange County, New York

File: 1352.005.002

Dear Mr. Morris:

Barton & Loguidice, D.P.C. (B&L) has reviewed the four (4) bids received, publicly opened and read aloud at 9:30 AM on June 7, 2017 for the Liberty and Grand Streets Sewer Improvements Project.

In accordance with the Contract Documents, B&L has reviewed the bids received for each contract and found them in substantial conformance with the Bid Documents. The certified bid tabulations are attached for your review and files.

The apparent low bidder for this contract is METRA Industries. B&L contacted METRA's references to see if they have sufficient experience with sewer replacement and rehabilitation. Multiple references provided were dissatisfied with METRA's work in regards to change orders and claims. B&L sent an e-mail to METRA addressing some of these concerns. METRA provided a letter with satisfactory responses. B&L also contacted additional references and they provided positive reviews. Please find that letter enclosed also confirming they are comfortable with their bid. The reference checks were also documented and are enclosed for the City's reference.

Further analysis of the bids show that METRA industries has submitted all the required documentation with their bid, although they did not complete the HUD SECTION 3 plan it was in their bid partially completed and acknowledged. W.M. Shultz Construction, Montana Construction Corp. Inc., and Montesano Bros. Inc. all did not submit a copy of their bid. Montana the third lowest bidder was missing the HUD M/WBE and EEO Policy Statement and the HUD EEOC Statement. There was also a discrepancy in Montana's total cost. Montana incorrectly summed all of the bid items, it is assumed they did not sum the last two bid items in their total. This led to a difference in their total of \$187,250, there final corrected total is \$4,508,361.00. These errors were determined to be non-material errors as the cost does not affect whether they are the low bidder or provide an unequal opportunity to the Low Bidder.



Mr. Jason Morris, P.E.
City of Newburgh
June 23, 2017
Page 2



Based on our review of the bids submitted and qualifications of the low bidder for the referenced project, B&L recommends the City award the Contract to METRA Industries in the amount of \$3,248,115.00 provided there are sufficient funds available to complete the project. This includes all costs associated with the project and Addendums 1 through 5. Refer to the attached certified bid tabulation sheet.

Please contact our office with any questions.

Very truly yours,

BARTON & LOGUIDICE, D.P. C.

A handwritten signature in black ink, appearing to read 'Anthony T. Eagan'.

Anthony T. Eagan, P.E.
Managing Engineer

Attachment
MDS/tmr2

City of Newburgh
1352.005.002 - Liberty and Grand

BID OPENING - 9:30 AM, JUNE 7, 2017
OFFICIAL BID TABULATION



Contract 1 - General Construction

Item No.	Description	Unit	Quantity	METRA		W. M. SHULTZ CONSTRUCTION		MONTANA CONSTRUCTION CORP. INC.		MONTESANO BROS., INC.	
				Unit Cost	Amount	Unit Cost	Cost	Unit Price	Cost	Unit Price	Cost
1	Clearing	LS	1	\$2,500.00	\$2,500.00	\$175,000.00	\$175,000.00	\$50,000.00	\$50,000.00	\$16,000.00	\$16,000.00
2	Mobilization	LS	1	\$195,000.00	\$195,000.00	\$214,000.00	\$214,000.00	\$150,000.00	\$150,000.00	\$182,062.00	\$182,062.00
3	Exploratory Excavation Test Pit	EA	20	\$1,000.00	\$20,000.00	\$1,000.00	\$20,000.00	\$1,000.00	\$20,000.00	\$1,331.00	\$26,620.00
4	6-Inch Non-Pressure PVC Sewer & Special	LF	3,350	\$100.00	\$335,000.00	\$100.00	\$335,000.00	\$1.00	\$3,350.00	\$119.00	\$398,650.00
5	8-Inch Non-Pressure PVC Sewer & Special	LF	1,400	\$104.00	\$145,600.00	\$75.00	\$105,000.00	\$455.00	\$637,000.00	\$260.00	\$364,000.00
6	12-Inch Non-Pressure PVC Sewer & Special	LF	345	\$114.00	\$39,330.00	\$90.00	\$31,050.00	\$505.00	\$174,225.00	\$380.00	\$131,100.00
7	18-Inch Non-Pressure PVC Sewer & Special	LF	1250	\$139.00	\$173,750.00	\$175.00	\$218,750.00	\$570.00	\$712,500.00	\$608.00	\$760,000.00
8	Drop Manholes – 5' ID	VF	33	\$1,800.00	\$59,400.00	\$300.00	\$9,900.00	\$550.00	\$18,150.00	\$1,442.00	\$47,586.00
9	Drop Manholes – 6' ID	VF	67	\$900.00	\$60,300.00	\$500.00	\$33,500.00	\$650.00	\$43,550.00	\$1,240.00	\$83,080.00
10	Standard Manholes – 4' ID	VF	156	\$600.00	\$93,600.00	\$250.00	\$39,000.00	\$400.00	\$62,400.00	\$624.00	\$97,344.00
11	Standard Manholes – 5' ID	VF	27	\$400.00	\$10,800.00	\$250.00	\$6,750.00	\$475.00	\$12,825.00	\$1,220.00	\$32,940.00
12	Standard Manholes – 6' ID	VF	11	\$3,000.00	\$33,000.00	\$300.00	\$3,300.00	\$575.00	\$6,325.00	\$1,836.00	\$20,196.00
13	Doghouse Manhole 5' ID	EA	2	\$13,000.00	\$26,000.00	\$10,000.00	\$20,000.00	\$10,000.00	\$20,000.00	\$18,320.00	\$36,640.00
14	Doghouse Manhole 6' ID	EA	1	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$16,025.00	\$16,025.00
15	30-Inch Manhole Frames and Covers	EA	29	\$445.00	\$12,905.00	\$1,200.00	\$34,800.00	\$500.00	\$14,500.00	\$1,082.00	\$31,378.00
16	1.7-ft.-by-2.2-ft.-Sewer Rehabilitation	LF	1030	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
17	6-Inch Corrugated HDPE Non-Pressure Storm Sewer Laterals	LF	1,050	\$255.00	\$267,750.00	\$155.00	\$162,750.00	\$75.00	\$78,750.00	\$100.00	\$105,000.00
18	8-Inch Corrugated HDPE Non-Pressure Storm Sewer Laterals	LF	850	\$255.00	\$216,750.00	\$150.00	\$127,500.00	\$175.00	\$148,750.00	\$181.00	\$153,850.00
19	12-Inch HDPE Non-Pressure Storm Sewer & Special	LF	1120	\$230.00	\$257,600.00	\$125.00	\$140,000.00	\$375.00	\$420,000.00	\$236.00	\$264,320.00
20	15-Inch HDPE Non-Pressure Storm Sewer & Special	LF	930	\$255.00	\$237,150.00	\$125.00	\$116,250.00	\$400.00	\$372,000.00	\$258.00	\$239,940.00
21	18-Inch HDPE Non-Pressure Storm Sewer & Special	LF	125	\$255.00	\$31,875.00	\$225.00	\$28,125.00	\$430.00	\$53,750.00	\$310.00	\$38,750.00
22	24-Inch HDPE Non-Pressure Storm Sewer & Special	LF	735	\$305.00	\$224,175.00	\$200.00	\$147,000.00	\$500.00	\$367,500.00	\$366.00	\$269,010.00
23	30-Inch HDPE Non-Pressure Storm Sewer & Special	LF	55	\$315.00	\$17,325.00	\$425.00	\$23,375.00	\$600.00	\$33,000.00	\$492.00	\$27,060.00
24	NYSDOT Type "A" Storm Drainage Catch Basin	VF	62	\$125.00	\$7,750.00	\$215.00	\$13,330.00	\$1.00	\$62.00	\$813.00	\$50,406.00
25	Storm Drainage Frame, Grate, and Inlet	EA	17	\$250.00	\$4,250.00	\$1,600.00	\$27,200.00	\$4,000.00	\$68,000.00	\$1,601.00	\$27,217.00
26	Trash Rack Vault	LS	1	\$35,000.00	\$35,000.00	\$25,000.00	\$25,000.00	\$20,000.00	\$20,000.00	\$25,988.00	\$25,988.00
27	Energy Dissipating Vault	LS	1	\$30,000.00	\$30,000.00	\$20,000.00	\$20,000.00	\$16,000.00	\$16,000.00	\$19,181.00	\$19,181.00
28	Concrete Subbase Removal	LF	2000	\$4.00	\$8,000.00	\$11.00	\$22,000.00	\$1.00	\$2,000.00	\$20.00	\$40,000.00
29	Subbase	CY	3,720	\$20.00	\$74,400.00	\$75.00	\$279,000.00	\$60.00	\$223,200.00	\$48.00	\$178,560.00
30	Asphalt Binder Course	TON	1200	\$190.00	\$228,000.00	\$100.00	\$120,000.00	\$150.00	\$180,000.00	\$128.00	\$153,600.00
31	Asphalt Top Course	TON	760	\$150.00	\$114,000.00	\$150.00	\$114,000.00	\$160.00	\$121,600.00	\$124.00	\$94,240.00
32	Asphalt Truing and Leveling Course	TON	180	\$1.00	\$180.00	\$150.00	\$27,000.00	\$160.00	\$28,800.00	\$110.00	\$19,800.00
33	Soil Erosion and Sediment Control	LS	1	\$1,500.00	\$1,500.00	\$50,000.00	\$50,000.00	\$15,000.00	\$15,000.00	\$13,031.00	\$13,031.00
34	Sewer Flow Control	LS	1	\$2,500.00	\$2,500.00	\$50,000.00	\$50,000.00	\$15,000.00	\$15,000.00	\$33,952.00	\$33,952.00
35	Work Zone Traffic Control	LS	1	\$1,500.00	\$1,500.00	\$100,000.00	\$100,000.00	\$5,000.00	\$5,000.00	\$110,890.00	\$110,890.00
36	Cold Milling of Bituminous Concrete	SY	3250	\$16.00	\$52,000.00	\$4.50	\$14,625.00	\$10.00	\$32,500.00	\$7.00	\$22,750.00
37	Remove and Stack Bricks	LS	1	\$750.00	\$750.00	\$135,000.00	\$135,000.00	\$92,549.00	\$92,549.00	\$110,580.00	\$110,580.00
38	Remove and Reset Bluestone Sidewalk	LF	2,100	\$1.00	\$2,100.00	\$120.00	\$252,000.00	\$1.00	\$2,100.00	\$84.00	\$176,400.00
39	Reset Cobble Stone Gutter	LF	725	\$5.00	\$3,625.00	\$60.00	\$43,500.00	\$1.00	\$725.00	\$60.00	\$43,500.00
40	Sewer Lateral Location	LF	1	\$750.00	\$750.00	\$70,000.00	\$70,000.00	\$20,000.00	\$20,000.00	\$50,000.00	\$50,000.00
41	Water Service Relocation	EA	20	\$250.00	\$5,000.00	\$400.00	\$8,000.00	\$1,000.00	\$20,000.00	\$1,484.00	\$29,680.00
42	Abandonment of Existing Combines Sewer	LS	1	\$1,000.00	\$1,000.00	\$50,000.00	\$50,000.00	\$15,000.00	\$15,000.00	\$49,038.00	\$49,038.00
43	Asbestos Removal Allowance	LS	1	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
44	Clinton Street Drainage Bypass Allowance	LS	1	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
45	New Blue Stone Sidewalk	EA	500	\$20.00	\$10,000.00	\$30.00	\$15,000.00	\$14.00	\$7,000.00	\$44.00	\$22,000.00
46	Sewer Rehabilitation (Polyester Fiber Felt Liner With Thermosetting Resin)	LF	1030	\$150.00	\$154,500.00	\$200.00	\$206,000.00	\$175.00	\$180,250.00	\$195.00	\$200,850.00
1A	Lead Water Service Replacement	EA	20	\$1,000.00	\$20,000.00	\$5,000.00	\$100,000.00	\$150.00	\$3,000.00	\$1,190.00	\$23,800.00
2A	3/4-Inch Type K Copper Tubing	LF	600	\$50.00	\$30,000.00	\$4.00	\$2,400.00	\$60.00	\$36,000.00	\$71.00	\$42,600.00
TOTAL COST OF CONTRACT 1 (Bid Items 1-46)				\$3,248,115.00		\$3,672,705.00		\$4,508,361.00		\$4,845,214.00	
IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION				X		X		X		X	
NON COLLUSION BIDDING CERTIFICATION				X		X		X		X	
STATEMENT OF SURETY INTENT				X		X		X		X	
BIDDERS QUALIFICATION STATEMENT				X		X		X		X	
BID SECURITY				X		X		X		X	
EEO POLICY STATEMENT				X		X		X		X	
LOBBYING CERTIFICATION				X		X		X		X	
AIS CONTRACTORS CERTIFICATION				X		X		X		X	
HUD SECTION 3 PLAN				Partially completed		Partially completed		Not filled out		Partially completed	
HUD INTRODUCTORY STATEMENT				X		X		X		X	
HUD MWBE AND EEO POLICY STATEMENT				X		X				X	
HUD EEOC STATEMENT				X		X					
DBE SUBCONTRACTOR PERFORMANCE				X		X		X		X	
DBE SUBCONTRACTOR UTILIZATION				X		X		X		X	
COPY OF CONTRACT DOCUMENTS				X							
ACKNOWLEDGEMENT OF ADDENDUMS				X		X		X		X	

WE CERTIFY THAT THIS TABULATION IS A TRUE AND CORRECT COPY OF THE CANVASS OF BIDS.
BARTON & LOGUIDICE, D.P.C.

BY:

50 Muller Place
Little Falls, New Jersey 07424
(973) 812-0333
FAX (973) 812-0330

June 16, 2017

Barton & Loguidice, D.P.C.
637 Broadway Suite 2B
Newburgh, NY 12550

Re. Liberty and Grand Streets Sewer Improvements Project Contract 1- General Construction

Attention: Anthony T. Eagan, P.E.

Dear Anthony,

We are writing in response to Barton & Loguidice's email questionnaire regarding Metra's bid submission package for this project.

Below are the respective questions / answers for your use.

1. Q: You are not aware of any errors or omissions, and have fully familiarized yourself with the existing site conditions and have included all necessary costs within your company's bid price submitted.

A: We have familiarized ourselves with the bidding documents and have conducted a pre-bid site visit. We are aware of what the contract plans and specifications state are required and are prepared to do the work that is called for and our bid submission has been prepared and submitted accordingly. At this time we are not aware of errors or omissions.

2. Q: You are aware that this contract is subject to NYS Prevailing Wages and Davis Bacon wage rates, you are comfortable with the Bid submitted by your company for the work included in this contract, and are able to perform the work described in the Contract Documents for the bid price submitted by your firm.

A: We are familiar with NYS Prevailing Wages and Davis Bacon wage rates requirements as we have performed several contracts in NYS. We are aware that this contract is subject those things and with that, we comfortable with the bid we have submitted and are able to perform the work described in the Contract Documents for the bid price submitted by our firm

3. Q: You are aware of the M/WBE goals or necessary good faith efforts. Along with all required reporting.

A: Yes. We are familiar with M/WBE goals, good faith efforts and the required reporting as we have performed other contracts in the vicinity with the same or similar requirements. We are aware that this contract is subject those things and are prepared to strive for the goals and comply with the reporting requirements.

4. Q: The Bid Price submitted includes all efforts and costs associated with completion of the project including all necessary submittals and documentation.

A: Yes. The bid price includes all efforts and costs called for by the plans and specifications to complete the job including submittals and document submissions.

5. Q: You are aware that this project requires self-performance of the work and are prepared to do so.

A: Yes. We are aware that the project requires self-performance and we are prepared to do so to the extent that it is required.

6. Q: All questions or ambiguities discovered during the preparation of the bid have been adequately answered through Project Addendums 1 through 5 and your bid is reflective of them.

A: Yes Addendums 1 through 5 adequately answered questions and ambiguities which were discovered during the bid preparation process.

7. Q: The preparation of your base bid is inclusive of all of the work as described are adequate for the completion of the work as described within the contract documents.

A: Yes.

8. Q: You are prepared to implement the project as set forth in the request for bid documents and have not conditioned your bid on any change order.

A: Yes – that is correct.

9. Q: You are aware that this contract has a Liquidated Damages Clause and you can perform the work within the time allotted in the Contract Documents.

A: Yes – that is correct.

10. Q: You are aware of the City of Newburgh's apprenticeship program and its requirements.

A: Yes

11. Confirm that you are aware that this project requires a Section 3 Plan and seeking out potential participation in accordance with the HUD Requirements.

A: Yes. We are aware.

12. Q: Have you used and uploaded documents through Elation, and are you prepared to do so at no additional cost for reporting purposes.

A: We have extensive experience uploading documents (bidding and otherwise) to websites. We are aware that the specifications have provisions for uploading to Elation and therefore, to the extent that it is required, we certainly will upload through Elation at no additional costs for reporting purposes.

13. Q: The total submitted by your firm to perform the work is over \$400,000 lower than the next bidder or 13% of your contract amount.

A: Yes. We are aware of this.

14. Q: Confirm that you are aware this project is subject to American Iron and Steel provisions in the contract.

A: Yes. We are aware of this.

15. Q: Asphalt Truing and levelling course, Bid Item #32 will surely cost more than \$1.00 per ton, please advise as to why this bid price is so low when compared to the NYSDOT Weighted Average Bid Price book.

A: This is a result last minute price cuts in an effort to be as competitive as possible in a competitive bidding environment. We are prepared to perform the work necessary to complete the work at this unit price

16. Q: The price for Cold Milling Bid Item #36 is high when compared to the NYSDOT Weighted Average Bid price book. Please advise as to why this price is so high.

A: Many other incidental costs for which there exists no directly corresponding bid items in the proposal have to be factored into our bid somewhere. These include but are not limited to truck rentals, disposal, housing, bonds and insurance etc. Such costs, in part, are included in item #36

17. Q: Your bid is not contingent upon any change orders or unit overruns that you are aware of.

A: Our bid submission is not contingent upon change orders and is not conditioned in any way.

18. You are aware of the New York State Standards for Erosion and Sediment Control and are fully prepared to implement and maintain erosion and sediment control measures for the duration of the contract.

A: We are aware of the Erosion and Sediment Control required by the Contract and are prepared to implement and maintain same accordingly.

19. Q: You are aware that the existing sewers not called to be re-used are to be completely filled in with flowable fill and abandoned in place.

A: We are aware of what the contract plans and specifications require for abandonment of existing sewers and filling them with flowable fill and we are prepared to do the work accordingly.

We hope that the above is helpful.

Please know that we can provide Bonds & Insurance within 48 to 72 hours.
Metra looks forward to working with you to make this a successful project.

Please let us know if you have any further questions.

Very truly yours

Stephan P. Dioslaki

C Matthew D. Scavarda

/spd.

Barton & Loguidice 1 response to bid questions

(C) Newburgh - Liberty and Grand
Contractor References
June 15, 2017

Contract 1 - General Construction
Apparent Low Bidder: METRA

CKS Engineers	JJ Kelso
What was the project size and scope?	Sewer replacement 40" to 8" 5-8 years ago, went through litigation, Front loaded their bids feared they would not complete the work. Held a higher retainage
How was the quality of work?	Excellent, very satisfied
Were they on time?	yes
Were they on budget?	yes
Was their paper work in order?	yes
Would you hire them for additional work?	yes
Are there any parts of the project they could have done better?	none
Rockland Drainage Agency NY	Kent Rigg
What was the project size and scope?	Currently in Litigation
How was the quality of work?	
Were they on time?	
Were they on budget?	
Was their paper work in order?	
Would you hire them for additional work?	
Are there any parts of the project they could have done better?	
Rockland County Sewer District	Dianne Phillips
What was the project size and scope?	1-3 million pipe replacement 8" - 24"
How was the quality of work?	Ok
Were they on time?	no, delayed a year or so. Some legitimate reasons others not
Were they on budget?	Fighting claims and change orders
Was their paper work in order?	yes
Would you hire them for additional work?	Would not like to, unless had to because they were the low bidder
Are there any parts of the project they could have done better?	They lay good pipe, but we are fighting lots of change orders

(C) Newburgh - Liberty and Grand
Contractor References
June 15, 2017

Contract 1 - General Construction
Apparent Low Bidder: METRA

OCUA NJ		Neil O'Reagan
What was the project size and scope?	Sewer rehab, interceptor work CIPP lining, excavation, bypass, valve and concrete rehab	
How was the quality of work?	Good	
Were they on time?	Yes	
Were they on budget?	Yes, minor change orders cant complain too much	
Was their paper work in order?	Yes	
Would you hire them for additional work?	Yes	
Are there any parts of the project they could have done better?	No	
Port Authority NY/NJ		Charles Tynsdale
What was the project size and scope?	5 Million, sanitary sewer replacement, pump stations	
How was the quality of work?	Very good	
Were they on time?	Yes	
Were they on budget?	Yes	
Was their paper work in order?	Yes	
Would you hire them for additional work?	Yes	
Are there any parts of the project they could have done better?	Nothing that I can pinpoint	
Rockland County Sewer District		Ala Hassan
What was the project size and scope?	Multiple projects ranging from 3 to 16 Million dollars, new sewer construction, MH, force mains, and a pump station	
How was the quality of work?	Sound/good	
Were they on time?	No behind 2 months on one project and 1 year on another	
Were they on budget?	Yes, Aside from all of the unnecessary claims and change orders	
Was their paper work in order?	Yes	
Would you hire them for additional work?	If I had to	
Are there any parts of the project they could have done better?	Less claims and change orders, the company does good work if it weren't for this issue	

RESOLUTION NO.: _____278_____ - 2017

OF

OCTOBER 10, 2017

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
AN AGREEMENT WITH AVT SERVICE TECHNOLOGIES, LLC
TO PURCHASE AND INSTALL A 20 INCH EZ VALVE
ON THE LOW SERVICE WATER MAIN LOCATED UNDER BROADWAY
NEAR THE INTERSECTION OF PROSPECT STREET AT A COST OF \$46,500.00**

WHEREAS, the City of Newburgh wishes to execute an agreement with AVT Service Technologies, LLC to purchase and install a 20 inch EZ Valve on the low service water main located under Broadway near the intersection of Prospect Street; and

WHEREAS, the installation of the 20 inch EZ Valve can be accomplished without shutting off the water main and will allow future repairs and maintenance to be completed without discontinuing water service to a large area of the City and will alleviate the need for complete shut-downs of the Broadway water main minimizing future water service disruptions; and

WHEREAS, the proposal includes the equipment and installation at a cost of \$46,500.00 with such funding to be derived from F.8340.0448; and

WHEREAS, this Council has reviewed the same and has determined that entering into said 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 AVT Service Technologies, LLC to purchase and install a 20 inch EZ Valve on the low service water main located under Broadway near the intersection of Prospect Street at a cost of \$46,500.00.



800 Busse Road, Elk Grove Village, IL 60007 / 1.877.489.4909 / www.avtfittings.com

September 21, 2017

City of New Burgh
83 Broadway
Newburgh, NY 12550

Phone: 845-569-7448

Email: jmorris@cityofnewburgh-ny.gov

Attention: Jason Morris

RE: (1) - One 20 Inch EZ Valve Installation

Contract Number: 01291

I.) GENERAL:

Subject to the terms and conditions below, we are pleased to submit this contract to furnish supervision, labor, equipment, and materials (as needed) to perform the following pressure installations:

(1) – One 20 Inch EZ Valve Installation.....\$46,500.00
(Check depth to bury as per our drawing when OD'ing the main)

On _____ Pipe Less _____ PSI Water / Sewer

The above price is based on: **(2) two men, (1) one (8) eight-hour day of Labor**

Please Note: Any and all additional insurance costs over and above AVT's normal insurance limitations – as well as any cost(s) for additional specialized training requirements – will be billed on a cost plus 15% basis.

II.) MATERIALS:

We will provide the following materials delivered to your job site:

A.) AVT EZ Valves with ANSI / AWWA C-509-09,
September 1, 2009 material specifications.
UL Certified and NSF 61 Compliant

*****NOTE: Please circle clockwise or counter-clockwise for the direction your valve turns to open.*****

CLOCKWISE OR COUNTER CLOCKWISE

PLEASE INITIAL (page 1 of 5)
Contract Number: 01291



800 Busse Road, Elk Grove Village, IL 60007 / 1.877.489.4909 / www.avtfittings.com

YOU WILL BE RESPONSIBLE FOR THE ID & OD OF THE PIPE.

OD RANGE: _____

EZ Valve standard range will fit the following pipe OD's:

Nominal Pipe Size	Min. OD	Max. OD
20"	21.60"	22.06"
16"	17.40"	17.80"

AVT can adjust the EZ Valve sleeve to fit larger pipe OD's, however, a \$1,000.00 machining charge will apply to each sleeve adjusted.

Wall Thickness of Pipe: _____

III.) TERMINATION:

If you terminate this agreement after Advanced Valve Technologies has commenced its work you shall be responsible for the following:

- A.) You shall pay Advanced Valve Technologies the contract price of the valve once production has commenced (see section II above);
- B.) You shall reimburse Advanced Valve Technologies for all reasonable out-of-pocket mobilization expenses incurred by it (including travel and transportation costs for Advanced Valve Technologies personnel to the job site and an hourly rate of \$105.00 for personnel and equipment mobilized by Advanced Valve Technologies) if Advanced Valve Technologies has mobilized its personnel or agents in connection with the project.

IV.) EQUIPMENT BY US:

We will provide the following equipment and machinery delivered to your job site.

- A.) All drilling equipment necessary to perform the pressure installation.

V.) LABOR AND SUPERVISION BY US:

- A.) All technicians required to operate our equipment and machinery.

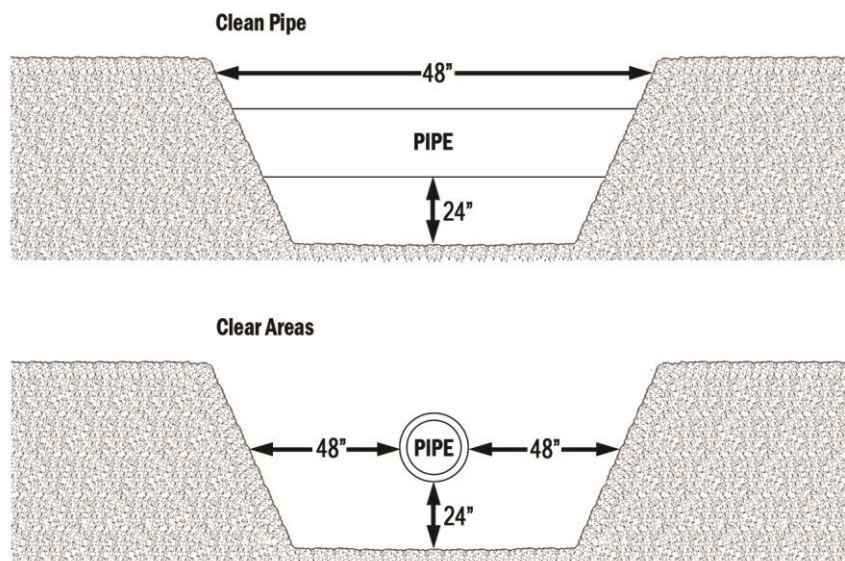
_____**PLEASE INITIAL (page 2 of 5)**

Contract Number: 01291

VI.) MATERIALS, LABOR, AND EQUIPMENT BY OTHERS:

You, or others at your direction, will provide the following:

- A.) A crane or back hoe - size and capacity (5000 LBS)
- B.) Assistance, as necessary, in transporting and/or rigging our equipment. It will be your responsibility to provide scaffolding/temporary work platform (if necessary) and safe work site.
- C.) One (1) dedicated laborer to assist our technicians.
- D.) Perform all excavation, cleaning of all pipe surfaces, backfill, and site restoration, providing necessary barricades, sheeting, and temporary shoring and bracing as required by OSHA guidelines for safety. Provide **two** ladders in the trench in accordance with OSHA Standards 1926.651 and 1926.1053.



- E.) Maintain a “workable environment” (including, but not limited to: a dry, workable trench for underground installations; blankets or external heat source for our equipment during cold weather; protection from inclement weather; security for our equipment (when left in place or on site overnight). If you can expect any unusual site conditions that may affect our performance or if environmental conditions change during the job, contact our offices immediately for advice on your specific responsibilities.

PLEASE INITIAL (page 3 of 5)

Contract Number: 01291

- F.) Arrange and pay for all permits, licenses, and inspection fees.
- G.) Provide a suitable roadway from public thoroughfare to a point where the pressure installation is to be made. If conditions are such that our trucks require assistance with ingress/egress, you, or someone on your behalf, will provide that assistance.
- H.) All environmental protection required.
- I.) Make necessary trade union agreements. Our technicians are unaffiliated.
- J.) We are not responsible for damage to utilities after satisfactory completion of the above work.
- K.) All necessary design and labor for concrete blocking, bracing, and thrust restraint.
- L.) NOTE: EZ Valve is designed for a satisfactory seal under a rated pressure differential applied alternately to each side of the wedge (AWWA section verification leakage test).
- M.) We will require a 2" minimum tap to be performed and a coupon (piece of pipe retrieved) and a wall thickness given to us prior to our arrival on site.
- N.) There is no guarantee of a successful installation on any type of plastic pipe as there is no way to determine if the pipe has been improperly installed (under stress).
- O.) We will require a minimum of 6" pressure tap on the same piece of pipe for intended valve insertion.

VII.) Duration And Delivery:

Our price is based upon expeditious completion of the work once we are to report to the job site. We reserve the right to assess reasonable charges to cover our equipment and standby expenses after the number of hours / days listed in section I, due to delays beyond our control.

- A.) Valves are estimated at **(2) two to (3) three** weeks for delivery.
- B.) We would require **(3) three to (4) four** weeks' notice for scheduling, unless, customer requirements need expedited delivery / scheduling.

VIII.) Delays:

- A.) In the event we are delayed on the job site or the job needs to be rescheduled, for reasons beyond our control:
 - 1.) We will assess a charge of \$1,500.00 per day to cover equipment and standby expenses.
 - 2.) A mileage fuel charge of \$1.25 per mile, round trip.
 - 3.) Daily per diem of \$275.00 per employee.
 - 4.) Hourly rate of \$105.00 per hour, per employee.
- B.) In the event of a delay in completing a job due to inclement weather (rain, lightning, extreme cold, etc.) we will assess a per diem charge of \$275.00 per day per employee.
- C.) Anytime over eight (8) hours will be billed at \$160.00 per hour, per man.

****Note: Weekends and Holidays are counted as workdays, unless different scheduling arrangements are made prior to commencing work.****



800 Busse Road, Elk Grove Village, IL 60007 / 1.877.489.4909 / www.avtfittings.com

IX.) TERMS:

Net thirty (30) days – **No retainage** – 15% (1.25%) interest, per annum, will be assessed on invoices over thirty (30) days. **In addition, we will require a Certificate of Bonding Insurance or a Letter of Credit before work commences**

X.) ACCEPTANCE:

If our contract is acceptable, please sign below as indicated and return one (1) signed copy to our office. Our personnel will perform no work unless a signed copy of the contract is in our possession. The above prices are based upon acceptance within thirty (30) days. Any delays or damage to AVT's equipment, due to contractor negligence, inclement weather, Acts of God, etc. are the responsibility of the client.

Respectfully Submitted,

Henry Topf
Area Manager

Cc:

**THIS CONTRACT MUST BE SIGNED AND RETURNED BEFORE ANY WORK
WILL BE SCHEDULED OR PERFORMED (SEE SECTION X).**

Advanced Valve Technologies – Henry Topf – Area Manager

(Company) (Name)(Title) (Date)

(page 5 of 5)
Contract Number: 01291

Job Site Location: _____

Contact Person & PH #: _____

Tentative Date & Time: _____

Headquarters:
800 Busse Rd.
Elk Grove Village, IL 60007
Toll Free 1.877.489.4909



Manufacturing:
12601 S. Homan Ave.
Blue Island, IL 60406
1.708.489.4900

August 15, 2017

City of Newburgh
83 Broadway
Newburgh, NY 12550

Dear Mr. Morris,

AVT is pleased to announce that we are the sole Worldwide Supplier of 20 inch EZ Valves and 20 inch EZ Valve equipment.

Our equipment and fittings are of a proprietary nature and are one of a kind.

If you have any questions or concerns, please feel free to contact me at any time to discuss this matter further.

We look forward to serving the City of Newburgh in the future.

Respectfully,

Kevin P. Murphy
President

A handwritten signature in black ink, appearing to read 'Kevin P. Murphy', is written over the printed name and title.

EZ™ Technology:

The Latest Advancement
in Valve Insertion or Line Stopping.
1 Machine, 2 Functions!



*"Take it or Leave it -
The Valve Bonnet,
that is."*SM



Advanced Valve Technologies, Inc.

www.avtfittings.com

The EZ™ Process

The EZ™ system was developed to provide important performance and installation benefits to professionals working under difficult conditions and with critical needs.

Advanced Valve Technologies Delivers

- High quality components meeting industry standards (AWWA material spec C-509-09/C-515)
- Rapid installation procedures (reduced field-work hours)
- Single excavation performance
- Standardized operation (normal turns to actuate valve)
- Compact design (lower weights; simpler lifting equipment)
- Pipe-line integrity maintenance (no sectional or circumferential pipe intrusion, only a milled slot with no coupon drop)
- Lightweight and compact installation equipment
- No service interruption (process is completed under pressure)
- Sizes available for 4"-12" (100mm-300mm), 14" (350mm), 16" (400mm), 20" (500mm) and 24" (600mm) systems

Plus --

- Integral isolation valve and
- "Take It or Leave It" Valve bonnet design lets you choose to retain the insertion valve operation or temporarily create a line stop; the bonnet may be used for multiple projects.



Tight quarters are no problem for EZ Valve



Our patented wedge gate cuts through Tuberculation and seals off – guaranteed.

The EZ™ System



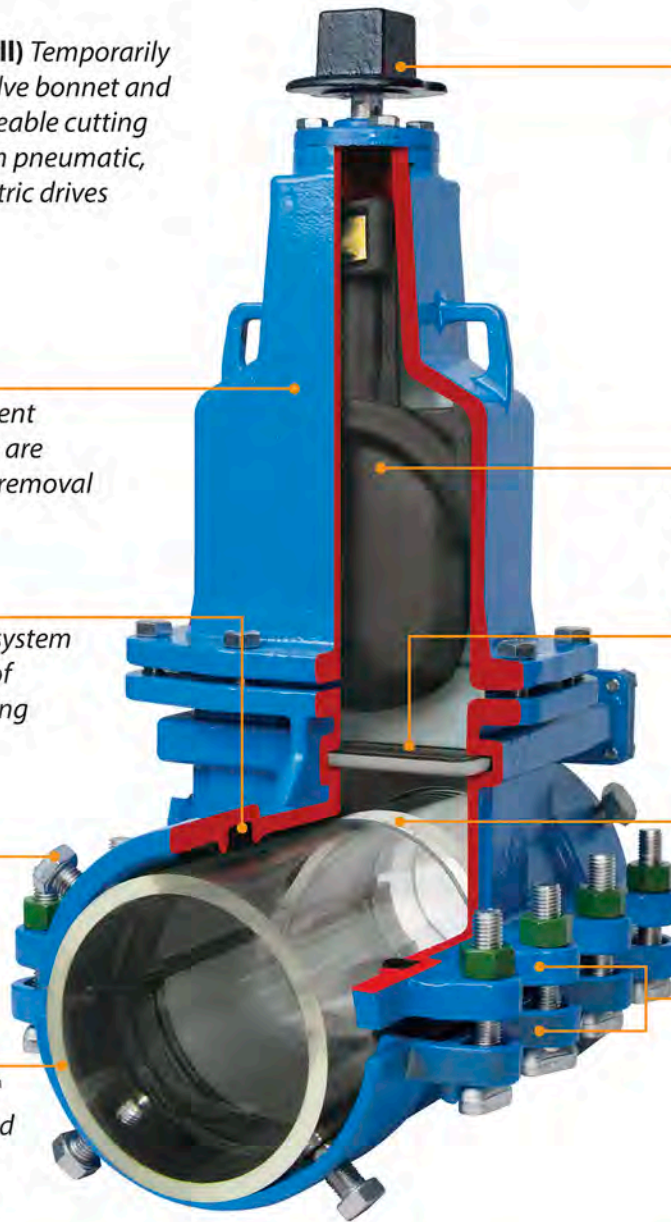
EM Machine (End Mill) Temporarily mounts in place of valve bonnet and features field-replaceable cutting blades available in pneumatic, hydraulic or electric drives

Removable Valve Bonnet Resilient wedge and actuation mechanism are contained for easy installation or removal

Double Seal Gaskets Maintain system pressure while allowing rotation of casting assembly during slot-milling

Fasteners Stainless steel components secure casting assembly and provide final positioning on pipe

Pipeline Compatibility The EZ™ design works with all common and many uncommon pipe materials. Consult AVT for details.



Actuator Standard number of turns to open and close valve

Resilient Wedge A wedge valve over a ductile iron component that effectively seals even tuberculated host pipe

Integral Isolation Valve Provides "under pressure" installation or removal of valve bonnets or blind flanges

Insertion Slot 1-5/8 (41.275 mm) inch slot that covers a 120° path maintains pipe integrity and creates wedge valve access

Castings Ductile iron castings are precision machined to fit project specifications and pipe material

Rapid and Reliable



Prepare insertion site by lubricating the gasket contact areas



Lubricate gasket sets and gasket channels in casting bodies



Assemble ductile iron castings with stainless steel fasteners to accept 250 psi (16 BAR) and temporarily permit rotational travel for milling



Close integral isolation valve (horizontal wedge); attach milling tool and rotational control assembly; open isolation valve; pressure test before cutting

EZ™ Benefits

Installation

*Fast and
Convenient*

Both the final EZ™ assembly and the installation equipment kit have been developed to be lighter and more compact than alternative methods. The result: quick and sure installations in record times. It's faster and easier, with fewer steps than older methods such as shutdowns and line stops.

Performance

*Meets Industry
Standards*

The ductile iron castings, corrosion resistant coatings, and stainless steel fasteners incorporated in the EZ™ system have been carefully chosen and tested to deliver reliable and trouble-free service. EZ™ materials meet AWWA C-509-09/C-515 standards.

Quality

*Precision
Engineered*

EZ™ components are manufactured and matched to deliver repeatable and dependable service. A complete insertion valve assembly can be created to meet your non-standard application or non-typical pipe material. Consult AVT for special projects.

Design

*Unique
Concept*

An EZ™ assembly maintains pipe integrity while providing an easy-to-install, easy-to-use and easy-to-adapt solution. The full encirclement ductile iron casting design, narrow access resilient wedge valve, integral isolation valve and removable bonnet deliver field-elective operating options.

Versatility

*One System,
Two Functions*

The "Take It or Leave It"™ valve bonnet feature provides the flexibility to either insert a permanent, high quality valve or temporarily use EZ™ for an economical and single excavation line stop.

Environment

*Single Excavation
and Low Profile*

EZ™ installs under pressure and in one excavation eliminating expensive multiple excavations. Faster installation times save man-hours while avoiding residential and business disruption to your system.

In comparison to traditional line stop equipment, EZ's™ low-profile design usually permits plating over to keep traffic moving instead of requiring alternative routing and the attendant costs.

Installation Process



While maintaining system line pressure, mill 1-5/8 inch (41.275mm) slot over a 120° path
Note: Slot is normally cut to provide for a vertical valve alignment, but installer can select any desired position.



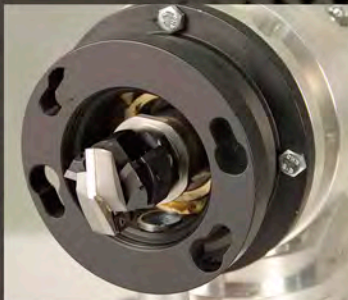
Retract milling head, close isolation valve, and replace milling tool with valve bonnet; remove rotational control assembly and tighten casting fasteners to final torque values



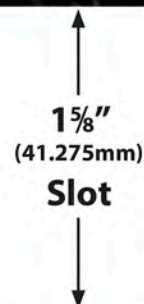
Open isolation valve and operate EZ™ valve as needed.
For Line Stop Applications:
Replace valve bonnet with a blind flange by utilizing isolation valve

**EZ™ provides
precision,
convenience,
speed,
and reliable
performance**

The 1- $\frac{5}{8}$ " (41.275mm) milling bit:
The pivotal component in
maintaining pipe integrity;
Saving time and money
(one cutter for all sizes)



The EZ valve design maintains pipeline integrity by only milling out a 1- $\frac{5}{8}$ " (41.275mm) slot, 120° across the top of the pipe allowing our resilient wedge design to make a solid seal even in tuberculated pipe.



3 Easy Steps . . . Plus Your Choice

1



Place and secure the precision machined valve body to the pipe.

2



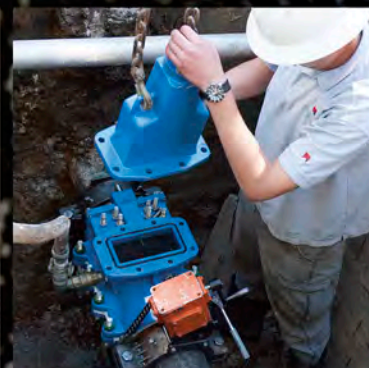
Mill the 1- $\frac{5}{8}$ " (41.275 mm) slot by rotating valve assembly and cutter 120° across the top of the pipe (no coupon, all milling chips removed).

3



The integral isolation valve allows for removal of the cutter and the installation of the valve bonnet, all under full line pressure.

Plus



Remove bonnet and install cover plate (under pressure) after use as a line stop.

All steps are performed quickly, under pressure, in one excavation, and without interruption of service. And You decide – **"Take it or Leave it"™** – The Valve Bonnet stays for a permanent valve insertion or it leaves for reuse after temporary line stop.

(16" (429mm) installation shown above)

EZ™ Technology



*The patented RW Gate Valve powers through tuberculation
with no debris catching recess*

“The 8th Wonder of the World”

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RESOLUTION NO.: 279 - 2017

OF

OCTOBER 10, 2017

**A RESOLUTION SCHEDULING A PUBLIC HEARING FOR NOVEMBER 13, 2017
TO RECEIVE COMMENTS CONCERNING THE ADOPTION OF THE
2018 BUDGET FOR THE CITY OF NEWBURGH**

BE IT RESOLVED, by the Council of the City of Newburgh, New York that pursuant to Charter Section C8.15 a public hearing will be held to receive comments concerning the adoption of the 2018 Budget for the City of Newburgh; and that such public hearing be and hereby is duly set for a City Council meeting of the Council to be held at 7:00 p.m. on the 13th day of November, 2017, in the Third Floor Council Chambers, 83 Broadway, City Hall, Newburgh, New York.

ORDINANCE NO.: 16 - 2017

OF

OCTOBER 10, 2017

AN ORDINANCE AMENDING SECTION 288-74, SCHEDULE XVI:
PARKING PROHIBITED CERTAIN HOURS OF THE CODE OF
THE CITY OF NEWBURGH TO LIMIT PARKING IN FRONT OF 257 LIBERTY STREET

BE IT ORDAINED, by the Council of the City of Newburgh, New York that Section 288-74 entitled "Schedule XVI: Parking Prohibited Certain Hours" of the Code of the City of Newburgh is hereby amended as follows:

Section 1. § 288-74. Schedule XVI: Parking Prohibited Certain Hours.

In accordance with the provisions of § 288-24, no person shall park a vehicle between the hours listed upon any of the following described streets or parts of streets:

<u>Name of Street</u>	<u>Side</u>	<u>Hours/Days</u>	<u>Location</u>
<u>Liberty Street</u>	<u>West</u>	8:00 a.m. to 6:00 p.m./ Monday through Friday	<u>From the intersection of Farrington Street and Liberty Street continuing south for 50 feet.</u>

Section 2. This Ordinance shall take effect immediately.

Underlining denotes additions
~~Strikethrough~~ denote deletions

RESOLUTION NO.: 280 - 2017

OF

OCTOBER 10, 2017

**A RESOLUTION SCHEDULING A PUBLIC HEARING FOR NOVEMBER 13, 2017
TO RECEIVE COMMENTS CONCERNING THE ADOPTION OF THE
2018 BUDGET FOR THE CITY OF NEWBURGH**

BE IT RESOLVED, by the Council of the City of Newburgh, New York that pursuant to Charter Section C8.15 a public hearing will be held to receive comments concerning the adoption of the 2018 Budget for the City of Newburgh; and that such public hearing be and hereby is duly set for a City Council meeting of the Council to be held at 7:00 p.m. on the 13th day of November, 2017, in the Third Floor Council Chambers, 83 Broadway, City Hall, Newburgh, New York.

RESOLUTION NO.: ____281____-2017

OF

OCTOBER 10, 2017

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO MALINA NEALIS
TO THE PREMISES KNOWN AS 36 LIBERTY STREET
(SECTION 46, BLOCK 1, LOT 31)**

WHEREAS, on December 5, 2002, the City of Newburgh conveyed property located at 36 Liberty Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 46, Block 1, Lot 31, to Malina Nealis; and

WHEREAS, Malina Nealis subsequently conveyed said premises to Ashley Thomas Nealis; and

WHEREAS, Ashley Thomas Nealis subsequently conveyed said premises to Hudson Valley Real Estate Partners, LLC; and

WHEREAS, Hudson Valley Real Estate Partners, LLC subsequently conveyed said premises to 36 Liberty St., LLC; and

WHEREAS, 36 Liberty St., LLC, by its attorney, has requested a release of the restrictive covenants contained in the deed from the City of Newburgh to Malina Nealis; and

WHEREAS, it has been determined that 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.

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 36 Liberty Street, Section 46, Block 1, Lot 31, 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 December 5, 2002, from the CITY OF NEWBURGH to MALINA NEALIS, recorded in the Orange County Clerk's Office on March 28, 2003, in Liber 11005 of Deeds at Page 689 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.: _____-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.

RECORD & RETURN TO:

RESOLUTION NO.: 282 - 2017

OF

OCTOBER 10, 2017

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN
AS 44 JOHNES STREET, UNIT 110-J (SECTION 58, BLOCK 1, LOT 1.-10)
AT PRIVATE SALE TO CAROL LAWRENCE FOR THE AMOUNT OF \$35,000.00**

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 44 Johnes Street, Unit 110-J being more accurately described as Section 58, Block 1, Lot 1.-10 on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said 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 January 12, 2018, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
44 Johnes Street, Unit 110-J	58 - 1 - 1.-10	Carol Lawrence	\$35,000.00

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 of Sale

44 Johnes Street, Unit 110-J, City of Newburgh

(58-1-1.-10)

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. 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 or her 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. 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 January 12, 2018. Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, water and sanitation charges, 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 purchaser 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.: 283 - 2017

OF

OCTOBER 10, 2017

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN
AS 44 JOHNES STREET, UNIT 201-J (SECTION 58, BLOCK 1, LOT 1.-11)
AT PRIVATE SALE TO HEEWON MARSHALL AND DOUGLAS MARSHALL
FOR THE AMOUNT OF \$35,000.00

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 44 Johnes Street, Unit 201-J being more accurately described as Section 58, Block 1, Lot 1.-11 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 January 12, 2018, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
44 Johnes Street, Unit 201-J	58 - 1 - 1.-11	Heewon Marshall Douglas Marshall	\$35,000.00

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 of Sale

44 Johnes Street, Unit 201-J, City of Newburgh

(58-1-1.-11)

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. 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 or her 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. 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 January 12, 2018. Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, water and sanitation charges, 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 purchaser 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.: 284 - 2017

OF

OCTOBER 10, 2017

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 246 GRAND STREET (SECTION 12, BLOCK 2, LOT 21)
AT PRIVATE SALE TO CHARLES ORTIZ FOR THE AMOUNT OF \$80,000.00

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 246 Grand Street, being more accurately described as Section 12, Block 2, Lot 21 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyers 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 buyers 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 January 12, 2018, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
246 Grand Street	12 - 2 - 21	Charles Ortiz	\$80,000.00

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

246 Grand Street, City of Newburgh (12-2-21)

STANDARD TERMS:

1. City of Newburgh acquired title to these properties in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2017-2018, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2017-2018, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. 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.
7. 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.

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 January 12, 2018. Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
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 thirty (30) days in advance of closing title and approved by the City's Engineer.
17. Evictions, if necessary, are solely the responsibility of the purchaser 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.: 285 - 2017

OF

OCTOBER 10, 2017

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 288 ANN STREET (SECTION 35, BLOCK 1, LOT 19) AT PRIVATE SALE TO
BRIAN YOON AND EUTSUN PYUN FOR THE AMOUNT OF \$44,500.00**

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 288 Ann Street, being more accurately described as Section 35, Block 1, Lot 19 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyers 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 buyers 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 January 12, 2018, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
288 Ann Street	35 - 1 - 19	Brian Yoon Eutsun Pyun	\$44,500.00

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

288 Ann Street, City of Newburgh (35-1-19)

STANDARD TERMS:

1. City of Newburgh acquired title to these properties in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2017-2018, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2017-2018, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. 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 January 12, 2018. Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
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 thirty (30) days in advance of closing title and approved by the City's Engineer.

16. Evictions, if necessary, are solely the responsibility of the purchaser 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.: 286 - 2017

OF

OCTOBER 10, 2017

**A RESOLUTION AUTHORIZING APPROVAL OF A GENERAL LIABILITY INSURANCE
POLICY FOR CITY-OWNED TAX FORECLOSED PROPERTIES FOR THE PERIOD OF
OCTOBER 27, 2017 TO OCTOBER 26, 2018**

WHEREAS, the City of Newburgh has maintained general liability insurance coverage for City-owned tax-foreclosed properties since 2010; and

WHEREAS, Arthur J. Gallagher of New York, Inc. has recommended a renewal of liability insurance coverage for Fiscal Year 2017-2018;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York hereby approves the insurance coverage for the term beginning October 27, 2017 through October 26, 2018 with all liability insurance to be provided by Nautilus Insurance Company; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized and directed to execute agreements with Arthur J. Gallagher of New York, Inc. to provide for insurance coverage for the City-owned tax foreclosed properties for the period of October 27, 2017 to October 26, 2018.



Arthur J. Gallagher & Co.

City of Newburgh

83 Broadway
Newburgh, NY 12550

10/27/17-18

Insurance Proposal

PRESENTED BY

Kevin Barry, Area Vice President
Nicole Anstett, Client Service Manager Senior

Arthur J. Gallagher Risk Management Services, Inc.
2 Westchester Park Drive 3rd Flor
White Plains, NY 10604
(914) 696-3700

www.ajgrms.com

September 19, 2017



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Service Team

Kevin Barry has primary service responsibility for your company. We operate using a team approach. Your Service Team consists of:

NAME / TITLE	PHONE / ALT. PHONE	EMAIL	ROLE
Kevin Barry Area Vice President	914-697-6033 914-323-4533	Kevin_Barry@ajg.com	Producer
Nicole Anstett Client Service Manager Sr.	914-697-6066 914-323-4566	Nicole_Anstett@ajg.com	Client Service Manager

Arthur J. Gallagher Risk Management Services, Inc.
Main Office Phone Number: **(914) 696-3700**



Named Insured

Named Insured Schedule:

Add / Change / Delete	Named Insured	LGL
	City of Newburgh	X

Note: Any entity not named in this proposal may not be an insured entity. This may include partnerships and joint ventures.



Marketplace Review

We approached the following carriers in an effort to provide the most comprehensive and cost effective insurance program.

INSURANCE COMPANY	LINE OF COVERAGE	RESPONSE
Nautilus Insurance Company	General Liability	Quoted

**Location Schedule**

LOC #	STREET ADDRESS	CITY	CLASS CODE	DESCRIPTION
1	96 Carter Street, Newburgh	Newburgh	68606	Vacant Building
2	141 Johnson Street	Newburgh	68606	Vacant Building
3	16 Lutheran Street	Newburgh	63011	2 Family Dwelling
4	140 Third Street	Newburgh	68606	Vacant Building
5	61 Campbell Street	Newburgh	68706	Warehouse - Private
6	7 Gidney Avenue	Newburgh	63012	3 Family Dwelling
7	112 Johnston Street	Newburgh	63010	1 Family Dwelling
8	85 Lander Street	Newburgh	63011	2 Family Dwelling
9	360 Liberty Street	Newburgh	68706	Warehouse - Private
10	545 South Street	Newburgh	63010	1 Family Dwelling
11	22 Bay View Terrace	Newburgh	63011	2 Family Dwelling
12	62 Campbell Street	Newburgh	68606	Vacant Building
13	34 Carter Street	Newburgh	63010	1 Family Dwelling
14	233 First Street	Newburgh	68606	Vacant Building
15	234 First Street	Newburgh	68606	Vacant Building
16	81 Henry Avenue	Newburgh	63010	1 Family Dwelling
17	184 Renwick Street	Newburgh	68606	Vacant Building
18	152 South Street	Newburgh	68606	Vacant Building
19	221 Thirst Street	Newburgh	68606	Vacant Building
20	105 William Street	Newburgh	63011	2 Family Dwelling
21	266 Carpenter Avenue	Newburgh	63010	1 Family Dwelling
22	44 Jones Street - Lot 58-1-1-10	Newburgh	63010	1 Family Dwelling
23	44 Jones Street - Lot 58-1-1-21	Newburgh	63010	1 Family Dwelling
24	170 Renwick Street	Newburgh	63011	2 Family Dwelling
25	182 Renwick Street	Newburgh	63011	2 Family Dwelling
26	232 S. William Street	Newburgh	63010	1 Family Dwelling
27	30 Benkard Avenue	Newburgh	63011	2 Family Dwelling
28	31 Benkard Avenue	Newburgh	63011	2 Family Dwelling
29	101 Benkard Avenue	Newburgh	63011	2 Family Dwelling
30	134 Carson Avenue	Newburgh	63010	1 Family Dwelling
31	39 City Terrace	Newburgh	63010	1 Family Dwelling
32	51 Cortney Avenue	Newburgh	63010	1 Family Dwelling
33	30 Dubois Street	Newburgh	63011	2 Family Dwelling
34	35 Dubois Street	Newburgh	63010	1 Family Dwelling
35	215 First Street	Newburgh	63011	2 Family Dwelling
36	60 Hasbouch Street	Newburgh	63010	1 Family Dwelling

**Location Schedule (Cont.)**

37	139 Johnston Street	Newburgh	63010	1 Family Dwelling
38	144 Johnston Street	Newburgh	63010	1 Family Dwelling
39	104 Renwick Street	Newburgh	63010	1 Family Dwelling
40	120 W. Parmenter Street	Newburgh	63010	1 Family Dwelling
41	256 North Street	Newburgh	63010	1 Family Dwelling
42	15 Sequestered Road	Newburgh	63010	1 Family Dwelling
43	197 N. Miller Street	Newburgh	63010	1 Family Dwelling
44	246 Grand Street	Newburgh	63012	3 Family Dwelling
45	115 Johnston Street	Newburgh	63010	1 Family Dwelling
46	93 Carpenter Avenue	Newburgh	63011	2 Family Dwelling
47	260 First Street	Newburgh	63011	2 Family Dwelling
48	120 Grand Street	Newburgh	68606	Vacant Building
49	383 First Street	Newburgh	63010	1 Family Dwelling
50	42 Concord Street	Newburgh	63010	1 Family Dwelling
51	37 City Terrace	Newburgh	68606	Vacant Building
52	48 City Terrace	Newburgh	68606	Vacant Building
53	47 Lander Street	Newburgh	63013	4 Family Dwelling
54	87 William Street	Newburgh	63010	1 Family Dwelling
55	41 Liberty Street	Newburgh	63012	3 Family Dwelling
56	103 William Street	Newburgh	63013	4 Family Dwelling
57	140 Carson Avenue	Newburgh	63010	1 Family Dwelling
58	82 Carson Avenue	Newburgh	63010	1 Family Dwelling
59	123 William Street	Newburgh	68606	Vacant Building
60	44 Johnes Street (Section 58, Block 1, Lot 1.-11)	Newburgh	63010	1 Family Dwelling
61	236 First Street	Newburg	63010	1 Family Dwelling
62	40 Fleming Drive	Newburg	63010	1 Family Dwelling
63	235 Carpenter Avenue	Newburg	63010	1 Family Dwelling
64	220 Gedney Way	Newburg	63010	1 Family Dwelling
65	26 Forsyth Place	Newburg	63010	1 Family Dwelling
66	376 Liberty Street Rear	Newburg	63010	1 Family Dwelling
67	380 Liberty Street	Newburg	63010	1 Family Dwelling
68	284 Grand Street	Newburg	63012	3 Family Dwelling
69	146 South Street	Newburg	63012	3 Family Dwelling
70	173 Fullerton Avenue	Newburg	63010	1 Family Dwelling
71	221 City Terrace	Newburg	63010	1 Family Dwelling
72	136 Lander Street	Newburg	63011	2 Family Dwelling
73	145 Chambers Street	Newburg	63010	1 Family Dwelling
74	146 Third Street	Newburg	63011	2 Family Dwelling

**Location Schedule (Cont.)**

75	110 Johnston Street	Newburg	63011	2 Family Dwelling
76	75 West Street	Newburg	63010	1 Family Dwelling
77	373 Third Street	Newburg	63010	1 Family Dwelling
78	420 First Street	Newburg	63011	2 Family Dwelling
79	80 Prospect Street	Newburg	63010	1 Family Dwelling
80	2 Lincoln Terrace	Newburg	63010	1 Family Dwelling
81	248 First Street	Newburg	63010	1 Family Dwelling
82	101 Carter Street	Newburg	63011	2 Family Dwelling
83	7 Locust Street	Newburg	63010	1 Family Dwelling
84	48 Larter Avenue	Newburg	63010	1 Family Dwelling
85	89 West Van Ness Street	Newburg	63010	1 Family Dwelling
86	35 Gove Street	Newburg	63010	1 Family Dwelling
87	68 Grove Street	Newburg	63010	1 Family Dwelling
88	379 First Street	Newburg	63010	1 Family Dwelling
89	45 Concord Street	Newburg	63010	1 Family Dwelling
90	50 City Terrace	Newburg	63011	2 Family Dwelling
91	182 Broadway	Newburg	68606	Vacant Building
92	6 Locust Street	Newburg	63010	1 Family Dwelling
93	123 Little Britain Road	Newburg	63010	1 Family Dwelling
94	288 Ann Street	Newburg	63011	2 Family Dwelling
95	189 Broadway	Newburg	63013	4 Family Dwelling
96	185 Broadway	Newburg	63012	3 Family Dwelling
97	40 William Street	Newburg	63010	1 Family Dwelling
98	36 Hasbrouck Street	Newburg	63010	1 Family Dwelling
99	71 Hasbrouck Street	Newburg	63010	1 Family Dwelling
100	93 Hasbrouck Street	Newburg	63011	2 Family Dwelling
101	85 William Street	Newburg	63010	1 Family Dwelling
102	129-131 S. Robinson Avenue	Newburg	68606	Vacant Building
103	109 S. William Street	Newburg	68706	Warehouse - Private
104	53 Benkard Avenue	Newburg	63011	2 Family Dwelling
105	71 Liberty Street, WH	Newburg	63011	2 Family Dwelling
106	74 Henry Avenue	Newburg	63011	2 Family Dwelling

**Program Details**

Coverage: General Liability
Carrier: Nautilus Insurance Company
Policy Period: 10/27/2017 to 10/27/2018

Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
General Liability	Occurrence	Not Applicable	Not Applicable

Coverage:

DESCRIPTION	AMOUNT	BASIS
Products-Completed Operations Aggregate Limit	Included	
Personal and Advertising Injury	\$1,000,000	
Each Occurrence Limit	\$1,000,000	
Damage to Premises Rented to You	\$100,000	Each Occurrence
Medical Expense	\$5,000	Any One Person
General Aggregate Limit - Location, Project	\$2,000,000	

Deductibles/SIRs:

TYPE	COVERAGE	AMOUNT
Deductible	Bodily Injury Liability & Property Damage Liability Combined	\$1,000

Endorsements include, but are not limited to:

DESCRIPTION
E001 Nautilus Insurance Company Common Policy Declarations
E001J Nautilus Insurance Company Commercial Lines Policy Jacket
E906 Service of Suit
E915 US Treasury Department's Office of Foreign Assets Control (OFAC) Advisory Notice to Policyholders
IL0017 Common Policy Conditions
S013 Minimum Earned Premium
S902 Schedule of Forms and Endorsements
CG0163 NY Changes-Commercial General Liability Coverage Form
CG0001 Commercial General Coverage Form
L216 Amendment of Definitions - Insured Contract (Limited Form)
L408 Changes-Civil Union or Domestic Partnership
L601 Amendment of Conditions-Premium Audit
L850 Deductible Liability Insurance (Including Allocated Loss Adjustment Expense)
S150 Commercial GL Coverage part Declarations

**Program Details (Cont.)****Exclusions include, but are not limited to:**

DESCRIPTION
Access or Disclosure of Confidential or Personal Information and Data Related Liability-Limited BI Exception not Included
Unmanned Aircraft
Related Practices
Terrorism
Silica or Silica-Related Dust
Nuclear Energy Liability
Injury to Employees, Contractors, Volunteers and Other Workers
Microorganisms, Biological Organisms, Bioaerosols or Organic Contaminants
Contractors and Subcontractors
Animals
Liquor Liability
Asbestos

Binding Requirements:

DESCRIPTION
Favorable Inspections at Locations: #91 182 Broadway; 95 189 Broadway; 102 129-131 South Robinson Avenue; 103 109 S. William Street and 104 53 Benkard Avenue

Premium	\$49,314.00
Taxes	
Surplus Lines Tax	\$1,779.80
Surplus Lines Stamping Fee	\$84.05
Total Taxes	\$1,859.35
Fees	
RPS Fee	\$100.00
Inspection Fee	\$500.00
Total Fees	\$600.00
TRIA	\$125.00
ESTIMATED PROGRAM COST	\$51,902.85
Minimum Premium -	25.00 %



Program Details (Cont.)

Subject to Audit: Annually

Auditable Exposures:

CLASS CODE	DESCRIPTION	EXPOSURE	RATE
63010	Dwellings--One-Family (Lessor's Risk Only) - 55	Unit	288.748
63011	Dwellings--Two-Family (Lessor's Risk Only) -24	Unit	346.424
68606	Warehouse-Private-OTNFP- 39,641	Area	521.777
68706	Vacant Building-(Not Factories)ONTFP -37,904	Area	371.968
63012	Dwellings--Three-Family (Lessor's Risk Only) -6	Unit	404.074
63013	Dwellings--Four-Family (Lessor's Risk Only) -3	Unit	521.777



Premium Summary

The estimated program cost for the options are outlined in the following table:

LINE OF COVERAGE		EXPIRING PROGRAM		PROPOSED PROGRAM	
		CARRIER	EXPIRING COST	CARRIER	ESTIMATED COST
General Liability	Premium	Nautilus Insurance Company (W. R. Berkley Group)	\$54,724.00	Nautilus Insurance Company (W. R. Berkley Group)	\$49,314.00
	Surplus Taxes		\$2,073.29		\$1,863.85
	Total Fees		\$300.00		\$600.00
	TRIA		\$125.00		\$125.00
Total Estimated Program Cost			\$57,222.29		\$51,902.85

Quote from Nautilus Insurance Company (W. R. Berkley Group) is valid until 10/27/2017

Gallagher is responsible for the placement of the following lines of coverage:
General Liability

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.



Payment Plans

CARRIER	LINE OF COVERAGE	PAYMENT SCHEDULE	PAYMENT METHOD
Nautilus Insurance Company (W. R. Berkley Group)	General Liability	Payable within 20 days of binding.	Agency Bill



Changes / Developments

It is important that we be advised of any changes in your operations that may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

1. Changes in any operation such as expansion to other states or new products.
2. Mergers and/or acquisition of new companies.
3. Any newly assumed contractual liability, granting of indemnities, or hold harmless agreements.
4. Circumstances which may require increased liability insurance limits.
5. Any changes in fire or theft protection, such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to same.
6. Immediate advice of any changes to scheduled equipment such as contractors' equipment, electronic data processing, etc.
7. Property of yours that is in transit, unless we have previously arranged for the insurance.
8. Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises either purchased, constructed, or occupied.

☐ No Changes and/or Developments

Signature:

Title:

Date:



Proposal Disclosures

The following disclosures are hereby made a part of this proposal. Please review these disclosures prior to signing the Client Authorization to Bind or e-mail confirmation.

Proposal Disclaimer

IMPORTANT: The proposal, and any executive summaries included with or supplementing the proposal outlines certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. It does not include all the terms, coverages, exclusions, limitations and/or conditions of the actual policy contract language. The insurance policies themselves must be read for those details. Policy forms for your reference will be made available upon request.

We will not be operating in a fiduciary capacity, but only as your broker, obtaining a variety of coverage terms and conditions to protect the risks of your enterprise. We will seek to bind those coverages based upon your authorization; however, we can make no warranties in respect to policy limits or coverage considerations of the carrier. Actual coverage is determined by policy language, so read all policies carefully. Contact us with questions on these or any other issues of concern.

Compensation Disclosure

One of the core values highlighted in The Gallagher Way states, “We are an Open Society,” and our open society extends to the compensation Gallagher receives. In general, Gallagher may be compensated as follows:

1. Gallagher Companies are primarily compensated from the usual and customary commissions or fees received from the brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively “insurance coverages”) handled for a client’s account, which may vary from company to company and insurance coverage to insurance coverage. As permitted by law, Gallagher companies occasionally receive both commissions and fees.
2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher Companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies. Contingent commissions provide for additional compensation if stipulated underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the particular insurance company and/or through the particular intermediary, not on an individual policy basis. Some insurance markets, including Gallagher-owned intermediaries, have modified their commission schedule with Gallagher, resulting in an increase in certain commission rates. These additional commissions, commonly referred to as “supplemental commissions” are frequently known as of the effective date of the applicable insurance placement, but some insurance companies pay this commission later and apart from when commission is normally paid at policy issuance. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. Note: Upon request, your Gallagher representative can provide more specific market information regarding contingent and supplemental commission related to your insurance coverage placed through Gallagher.
3. Gallagher Companies may also receive investment income on fiduciary funds temporarily held by them, such as premiums or return premiums.
4. Gallagher Companies may access other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace. Gallagher Companies may own some of these facilities, in whole or in part. If such a facility is utilized in the placement of a client’s account, the facility may earn and retain customary brokerage commission or fees for its work.
5. Gallagher assists its clients in procuring premium finance quotes and unless prohibited by law may earn compensation for this optional value-added service.
6. From time to time, Gallagher may participate in insurance company promotional events or training and development that insurers provide for Gallagher employees.
7. Gallagher strives to find appropriate coverage at a competitive price for our clients. In order to achieve these goals, we gather and analyze data about our clients and their insurance coverage. This data and the resulting analytical tools help us better understand the current marketplace, more accurately predict future trends and offer tailored solutions to our clients. This data may also be provided to insurers pursuant to consulting service agreements.



Proposal Disclosures (Cont.)

from which we earn fees.

If you have specific questions about the compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

In the event you wish to register a formal complaint regarding compensation Gallagher receives from insurers or third parties, please contact Gallagher via e-mail at Compensation_Complaints@ajg.com or by regular mail at:

AJG Chief Compliance Officer
Arthur J. Gallagher & Co.
2850 Golf Rd., 8th Floor
Rolling Meadows, IL 60008

TRIA/TRIPRA Disclaimer

If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a \$100 billion cap on insurers' aggregate liability.

The TRIPRA program increases the amount needed in total losses by \$20 million each calendar year before the TRIPRA program responds from the 2015 trigger of \$100 million to \$200 million by the year 2020.

TRIPRA is set to expire on December 31, 2020. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2020. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate "Stand Alone" terrorism policy be purchased to satisfy those obligations.

Actuarial Disclaimer

The information contained in this proposal is based on the historical loss experience and exposures provided to Arthur J. Gallagher Risk Management Services, Inc.. This proposal is not an actuarial study. Should you wish to have this proposal reviewed by an independent actuary, we will be pleased to provide you with a listing of actuaries for your use.



Insurance Company Ratings and Admitted Status

PROPOSED INSURANCE COMPANIES	A.M. BEST'S RATING	ADMITTED / NON-ADMITTED
Nautilus Insurance Company	A+XV	Non-Admitted

If the above indicated coverage is placed with a Non-Admitted Carrier, the carrier is doing business in the state as a surplus lines or non-admitted carrier. As such, this carrier is not subject to the same regulations which apply to an admitted carrier nor do they participate in any insurance guarantee fund applicable in that state.

*The above A.M. Best Rating was verified on the date the proposal document was created.

Guide to Best Ratings Rating Levels and Categories

LEVEL	CATEGORY	Financial Size Categories (In \$000 of Reported Policyholders' Surplus Plus Conditional Reserve Funds)			
A++, A+	Superior	FSC I	Up to 1,000	FSC IX	250,000 to 500,000
A, A-	Excellent	FSC II	1,000 to 2,000	FSC X	500,000 to 750,000
B++, B+	Good	FSC III	2,000 to 5,000	FSC XI	750,000 to 1,000,000
B, B-	Fair	FSC IV	5,000 to 10,000	FSC XII	1,000,000 to 1,250,000
C++, C+	Marginal	FSC V	10,000 to 25,000	FSC XIII	1,250,000 to 1,500,000
C, C-	Weak	FSC VI	25,000 to 50,000	FSC XIV	1,500,000 to 2,000,000
D	Poor	FSC VII	50,000 to 100,000	FSC XV	2,000,000 or more
E	Under Regulatory Supervision	FSC VIII	100,000 to 250,000		
F	In Liquidation				
S	Suspended				

Best's Insurance Reports, published annually by A.M. Best Company, Inc., presents comprehensive reports on the financial position, history, and transactions of insurance companies operating in the United States and Canada. Companies licensed to do business in the United States are assigned a Best's Rating which attempts to measure the comparative position of the company or association against industry averages.

A Best's Financial Strength Rating opinion addresses the relative ability of an insurer to meet its ongoing insurance obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. View the A.M. Best Important Notice: Best's Credit Ratings for a disclaimer notice and complete details at <http://www.ambest.com/ratings/notice>.

Best's Credit Ratings are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings and Best Credit Reports (which include Best Ratings), visit the A.M. Best website at <http://www.ambest.com>. See Guide to Best's Credit Ratings for explanation of use and charges. Copies of the Best's Insurance Reports for carriers listed above are also available upon request of your Gallagher representative.

Best's Credit Ratings reproduced herein appear under license from A.M. Best and do not constitute, either expressly or impliedly, an endorsement of (Licensee's publication or service) or its recommendations, formulas, criteria or comparisons to any other ratings, rating scales or rating organizations which are published or referenced herein. A.M. Best is not responsible for transcription errors made in presenting Best's Credit Ratings. Best's Credit Ratings are proprietary and may not be reproduced or distributed without the express written permission of A.M. Best Company.

Gallagher companies use A.M. Best Company's rating services to evaluate the financial condition of insurers whose policies we propose to deliver. Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.



Insurance Company Ratings and Admitted Status (Cont.)

BEST'S FINANCIAL STRENGTH RATING GUIDE – (FSR)			
A Best's Financial Strength Rating (FSR) is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. An FSR is not assigned to specific insurance policies or contracts and does not address any other risk, including, but not limited to, an insurer's claims-payment policies or procedures; the ability of the insurer to dispute or deny claims payment on grounds of misrepresentation or fraud; or any specific liability contractually borne by the policy or contract holder. An FSR is not a recommendation to purchase, hold or terminate any insurance policy, contract or any other financial obligation issued by an insurer, nor does it address the suitability of any particular policy or contract for a specific purpose or purchaser. In addition, an FSR may be displayed with a rating identifier, modifier or affiliation code that denotes a unique aspect of the opinion.			
Best's Financial Strength Rating (FSR) Scale			
Rating Categories	Rating Symbols	Rating Notches*	Category Definitions
Superior	A+	A++	Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.
Excellent	A	A-	Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.
Good	B+	B++	Assigned to insurance companies that have, in our opinion, a good ability to meet their ongoing insurance obligations.
Fair	B	B-	Assigned to insurance companies that have, in our opinion, a fair ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
Marginal	C+	C++	Assigned to insurance companies that have, in our opinion, a marginal ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
Weak	C	C-	Assigned to insurance companies that have, in our opinion, a weak ability to meet their ongoing insurance obligations. Financial strength is very vulnerable to adverse changes in underwriting and economic conditions.
Poor	D	-	Assigned to insurance companies that have, in our opinion, a poor ability to meet their ongoing insurance obligations. Financial strength is extremely vulnerable to adverse changes in underwriting and economic conditions.
* Each Best's Financial Strength Rating Category from "A+" to "C" includes a Rating Notch to reflect a gradation of financial strength within the category. A Rating Notch is expressed with either a second plus "+" or a minus "-".			
FSR Non-Rating Designations			
Designation Symbols	Designation Definitions		
E	Status assigned to insurance companies that are publicly placed under a significant form of regulatory supervision, control or restraint - including cease and desist orders, conservatorship or rehabilitation, but not liquidation - that prevents conduct of normal ongoing insurance operations; an impaired insurer.		
F	Status assigned to insurance companies that are publicly placed in liquidation by a court of law or by a forced liquidation; an impaired insurer.		
S	Status assigned to rated insurance companies to suspend the outstanding FSR when sudden and significant events impact operations and rating implications cannot be evaluated due to a lack of timely or adequate information; or in cases where continued maintenance of the previously published rating opinion is in violation of evolving regulatory requirements.		
NR	Status assigned to insurance companies that are not rated; may include previously rated insurance companies or insurance companies that have never been rated by AMBRS.		
Rating Disclosure – Use and Limitations			
A Best's Credit Rating (BCR) is a forward-looking independent and objective opinion regarding an insurer's, issuer's or financial obligation's relative creditworthiness. The opinion represents a comprehensive analysis consisting of a quantitative and qualitative evaluation of balance sheet strength, operating performance and business profile or, where appropriate, the specific nature and details of a security. Because a BCR is a forward-looking opinion as of the date it is released, it cannot be considered as a fact or guarantee of future credit quality and therefore cannot be described as accurate or inaccurate. A BCR is a relative measure of risk that implies credit quality and is assigned using a scale with a defined population of categories and notches. Entities or obligations assigned the same BCR symbol developed using the same scale, should not be viewed as completely identical in terms of credit quality. Alternatively, they are alike in category (or notches within a category), but given there is a prescribed progression of categories (and notches) used in assigning the ratings of a much larger population of entities or obligations, the categories (notches) cannot mirror the precise subtleties of risk that are inherent within similarly rated entities or obligations. While a BCR reflects the opinion of A.M. Best Rating Services, Inc. (AMBRS) of relative creditworthiness, it is not an indicator or predictor of defined impairment or default probability with respect to any specific insurer, issuer or financial obligation. A BCR is not investment advice, nor should it be construed as a consulting or advisory service, as such; it is not intended to be utilized as a recommendation to purchase, hold or terminate any insurance policy, contract, security or any other financial obligation, nor does it address the suitability of any particular policy or contract for a specific purpose or purchaser. Users of a BCR should not rely on it in making any investment decision; however, if used, the BCR must be considered as only one factor. Users must make their own evaluation of each investment decision. A BCR opinion is provided on an "as is" basis without any expressed or implied warranty. In addition, a BCR may be changed, suspended or withdrawn at any time for any reason at the sole discretion of AMBRS.			
BCRs are distributed via the AMBRS website at www.ambest.com . For additional information regarding the development of a BCR and other rating-related information and definitions, including outlooks, modifiers, identifiers and affiliation codes, please refer to the report titled "Understanding Best's Credit Ratings" available at no charge on the AMBRS website. BCRs are proprietary and may not be reproduced without permission.			
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Version 090111			

Version 090116



Arthur J. Gallagher Risk Management Services, Inc.
2 Westchester Park Place
White Plains, NY 10604

NOTICE OF EXCESS LINE PLACEMENT

Date: 10/27/2017

City of Newburgh
83 Broadway
Newburgh, NY 12250

Consistent with the requirements of the New York Insurance Law and Regulation 41 City of Newburgh is hereby advised that all or a portion of the required coverages have been placed by Arthur J. Gallagher Risk Management Services with insurers not authorized to do an insurance business in New York and which are not subject to supervision by this State. Placements with unauthorized insurers can only be made under one of the following circumstances:

- a) A diligent effort was first made to place the required insurance with companies authorized in New York to write coverages of the kind requested; or
- b) NO diligent effort was required because i) the coverage qualifies as an "Export List" risk, or ii) the insured qualifies as an "Exempt Commercial Purchaser."

Policies issued by such unauthorized insurers may not be subject to all of the regulations of the Superintendent of Financial Services pertaining to policy forms. In the event of insolvency of the unauthorized insurers, losses will not be covered by any New York State security fund.

TOTAL COST FORM (NON TAX ALLOCATED PREMIUM TRANSACTION)

In consideration of your placing my insurance as described in the policy referenced below, I agree to pay the total cost below which includes all premiums, inspection charges⁽¹⁾ and a service fee that includes taxes, stamping fees, and (if indicated) a fee⁽¹⁾ for compensation in addition to commissions received, and other expenses⁽¹⁾.

I further understand and agree that all fees, inspection charges and other expenses denoted by⁽¹⁾ are fully earned from the inception date of the policy and are non-refundable regardless of whether said policy is cancelled. Any policy changes which generate additional premium are subject to additional tax and stamping fee charges.

Re: Policy No. TBA Insurer: Nautilus Insurance Company

Policy Premium	\$49,439.00
<u>Insurer Imposed Charges:</u>	
Policy Fees ⁽¹⁾	\$
Inspection Fees ⁽¹⁾	\$
Total Taxable Charges	\$
 Service Fee Charges:	
Excess Line Tax (3.60%)	\$1,779.80
Stamping Fee	\$84.05
Broker Fee ⁽¹⁾	\$100.00
Inspection Fee ⁽¹⁾	\$500.00
Other Expenses (specify) ⁽¹⁾ _____	\$
Total Policy Cost	\$ <u>51,902.85</u>

(Signature of Insured)

⁽¹⁾ = Fully earned



Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 9/19/2017, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

	LINE OF COVERAGE	CARRIER
☐ Accept ☐ Reject ☐ Accept ☐ Reject	General Liability TRIA Coverage	Nautilus Insurance Company (W. R. Berkley Group)

The above coverage may not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those addressed in the coverage considerations included in this proposal, please list below:

Producer/ Insured Coverage Amendments and Notes:

It is understood this proposal provides only a summary of the details; the policies will contain the actual coverages.

We confirm the values, schedules, and other data contained in the proposal are from our records and acknowledge it is our responsibility to see that they are maintained accurately.

We agree that your liability to us arising from your negligent acts or omissions, whether related to the insurance or surety placed pursuant to these binding instructions or not, shall not exceed \$20 million, in the aggregate. Further, without limiting the foregoing, we agree that in the event you breach your obligations, you shall only be liable for actual damages we incur and that you shall not be liable for any indirect, consequential or punitive damages.

By: _____
Print Name (Specify Title)

Signature

Date: _____



Claims Reporting By Policy

Direct Reporting - All Claims to be reported IMMEDIATELY:

Arthur J. Gallagher & Co.
220 Lake Drive East, Suite 210
Cherry Hill, NJ 08001
ATTT: Claims Service Manager
northeastregion.bds.claimsreporting@ajg.com
800-770-0001
After Hours Emergency 877-458-0288

**Bindable Quotations & Compensation Disclosure Schedule****Client Name: City of Newburgh**

COVERAGE(S)	CARRIER NAME(S)	EST. ANNUAL PREMIUM ¹	COMM.% OR FEE ²	WHOLESALE, MGA OR INTERMEDIARY		
				NAME ³	COMM.% OR FEE ⁴	AJG OWNED? YES/NO
General Liability TRIA	Nautilus Insurance Company (W. R. Berkley Group)	\$49,314.00 \$125.00	10 %	Risk Placement Services	10 % + \$100.00	Yes

Some carriers pay Gallagher supplemental or contingent commissions in addition to the policy commission. Contingent commissions are typically contingent upon performance factors such as growth, profit, volume or retention, while supplemental commissions are not. These supplemental or contingent commissions may range from less than 1% up to 10% of the policy premium. Please refer to the [Compensation Disclosure](#) or contact your Gallagher representative for additional information.

1 If the premium is shown as an indication: The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

* A verbal quotation was received from this carrier. We are awaiting a quotation in writing.

2 The commission rate is a percentage of annual premium excluding taxes & fees.

* Gallagher is receiving _____% commission on this policy. The fee due Gallagher will be reduced by the amount of the commissions received.

3 We were able to obtain more advantageous terms and conditions for you through an intermediary/ wholesaler.

4 * The non-Gallagher intermediary/wholesaler did not provide their compensation information for this proposal. The usual and customary compensation to a wholesaler/ intermediary ranges from 5% to 12%, but we cannot verify that range is applicable in connection with this proposal.

RESOLUTION NO.: 287 - 2017

OF

OCTOBER 10, 2017

**A RESOLUTION OPENING A 30-DAY PUBLIC COMMENT PERIOD AND
SCHEDULING A PUBLIC HEARING FOR OCTOBER 23, 2017
TO RECEIVE PUBLIC COMMENT ON THE
CITY OF NEWBURGH'S PROPOSED ACTIONS WITH RESPECT TO
THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR THE
CONSOLIDATED PLAN FOR HOUSING AND COMMUNITY DEVELOPMENT
FOR FISCAL YEAR 2018**

WHEREAS, the City of Newburgh has prepared a five-year Consolidated Housing and Community Development Strategy and Plan in accordance with the planning requirements of the Housing and Community Development Act of 1974 and applicable regulations; and

WHEREAS, the City is now preparing a one-year Action Plan for FY 2018 in order to implement various elements of the strategies identified in its Consolidated Plan and must satisfy all statutory requirements, including those related to citizen participation;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the time for citizen participation is commenced by opening a 30-day period to receive public comment on the City of Newburgh's proposed actions with respect to the Community Development Block Grant Program for the Consolidated Plan for Housing and Community Development for FY 2018; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that there is scheduled a public hearing to receive public comment on the City of Newburgh's proposed actions with respect to the Community Development Block Grant Program for the Consolidated Plan for Housing and Community Development for FY 2018; and that such public hearing be and hereby is duly set to be held at 7:00 p.m. on the 23rd day of October, 2017 in the City Council Chambers, 83 Broadway, City Hall, 3rd Floor, Newburgh, New York.

RESOLUTION NO.: 288 - 2017

OF

OCTOBER 10, 2017

**A RESOLUTION AMENDING RESOLUTION NO. 83-2017 AND AUTHORIZING THE
CITY MANAGER TO ENTER INTO AN AMENDED OFFICE LEASE AGREEMENT WITH
THE UNITED WAY ORANGE DUTCHESS REGION FOR
A PORTION OF THE SECOND FLOOR OF 123 GRAND STREET**

WHEREAS, by Resolution No. 83-2017 of March 27, 2017, the City Council authorized the City Manager to execute a lease agreement with the United Way Orange Dutchess Region for the use of two offices on the second floor of 123 Grand Street; and

WHEREAS, the parties have agreed to amend the lease agreement for the lease of one office on the second floor of said premises for a monthly rent of \$700.00 for the remainder of the one-year term; and

WHEREAS, a copy of the amended lease is annexed hereto and made a part of this resolution; and

WHEREAS, this Council has reviewed such amended lease agreement and finds that entering into the same would be in the best interests of the City of Newburgh and the community alike;

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 amended lease agreement with the United Way Orange Dutchess Region for the use of one office on the second floor of 123 Grand Street in substantially the same form and on the terms and conditions contained in the attached lease agreement, including such other terms and conditions as may be deemed appropriate and necessary by the City Manager and/or the Corporation Counsel in order to carry-out the subject transaction.

AMENDED OFFICE LEASE

Landlord and Tenant agree to lease the Office in the Premises at the rent and for the term stated:

PREMISES: 123 Grand Street, Newburgh NY 12550		OFFICE NO.: One office, SW, second floor
LANDLORD: City of Newburgh		TENANT: United Way Orange Dutchess Region
Date of Lease:	Semi-Annual	\$4,200.00
	Rent: \$	
Amended 6 months	Monthly Rent: \$	\$700.00
Lease Term:		
Commencement Date: November 1, 2017	Security Deposit: \$	\$700.00
Possession Date: November 1, 2017	Termination Date:	April 30, 2018

1. Use and Occupancy

Tenant shall only occupy and use two offices consisting of one office space, southwest side, second floor, referenced above (the "Office") for six months.

2. Inability to Give Possession

The failure of Landlord to give Tenant possession of the Office on the Commencement Date shall not create liability for Landlord. In the event that possession of the Office is not delivered on the Commencement Date due to the holdover of a tenant, or, if a newly constructed building, a final or temporary certificate of occupancy has not been obtained, or for any other reason which is not due to Landlord's acts or negligence, the validity of this Lease shall not be affected. Monthly Rent hereunder shall begin on the date that possession of the Office is delivered to Tenant and shall be prorated for that portion of the month in which possession is delivered. The Termination Date shall in no event be extended if delivery of possession is delayed. If, with Landlord's permission and consent, Tenant is to occupy the Office or another office space prior to the Commencement Date, Tenant's occupancy is subject to all the terms, conditions and provisions of this Lease except for the payment of Rent and Additional Rent. The intent of this Paragraph is to constitute "...an express provision to the contrary..." contained in New York Real Property Law Section 223-a.

3. Rent

Tenant shall pay Monthly Rent in full on the first day of each month of the Lease. Monthly Rent shall be paid in advance with no notice being required from Landlord. Tenant shall not deduct any sums from the Monthly Rent unless Landlord consents thereto in writing.

Upon signing this Lease, Tenant shall pay Landlord the first Monthly Rent due and the Security Deposit. The entire amount of rent due for the Lease Term is due upon signing this Lease; however, Landlord consents to the Tenant paying same in monthly installments provided there exists no defaults by Tenant under the terms of this Lease.

4. Condition of Unit

Tenant acknowledges that Tenant is accepting the Office in its "as is" condition. Tenant further acknowledges that Tenant has thoroughly inspected the Office and has found the Office to be in good order.

5. Security

Tenant has deposited with the Landlord the Security Deposit to insure Tenant's compliance with all of the terms, provisions and conditions of this Lease. If Tenant is in default under any of the terms, conditions and provisions of this Lease, Landlord may apply the Security Deposit, in whole or in part, to any sums Tenant owes Landlord, (including Rent), that Landlord expended or may have to expend due to Tenant's default, including but not limited to damages or insufficiency of rent in re-renting the Office. Within ten (10) days of the Termination Date, provided Tenant has vacated the Office and is not in default under any of the terms, conditions and provisions of this Lease and the physical condition of the Office is acceptable to Landlord upon surrender, the Security Deposit will be returned to Tenant at an address Tenant provides to Landlord.

6. Services

Provided Tenant is not in default of any of the terms, conditions and provisions of this Lease, Landlord shall provide: (a) elevator services on business days; (b) water for ordinary bathroom purposes, however, if Tenant uses water for any other purpose or in high quantities (which decision is in Landlord's sole judgment), a water meter may be installed by Landlord at Tenant's cost and expense, the maintenance and repair of which shall be exclusively that of Tenant, and all charges for water consumption as shown by said meter shall be promptly paid by Tenant; (c) heat to the Office, on business days, as required by law; (d) air conditioning on business days; and (e) electricity. Landlord reserves the right to interrupt the providing of the utilities, when Landlord deems it necessary for repairs, alterations, replacements or improvements to such utilities, the decision for such interruption and the length of such interruption shall be solely Landlord's.

7. Alterations

Absent Landlord's written consent, Tenant may make no alterations to the Office. With Landlord's written consent, Tenant, at Tenant's sole cost and expense, may make alterations, installations and improvements (the "Alterations") to the Office provided they are non-structural in nature, which do not affect the utilities or other operations or services of the Premises and which are done by contractors and sub-contractors approved by Landlord in every instance. Before making Alterations, Tenant shall obtain all permits, approvals, certificates

required by any and all municipal authorities or other agencies having jurisdiction of the Premises and the Alterations and upon receiving same, Tenant shall deliver duplicate or certified copies to Landlord of each and every one. Tenant shall carry and cause to be carried by each contractor and sub-contractor, workmen's compensation, general liability, personal and property damage insurance, in such amounts as Landlord requires, naming Landlord as insured and Tenant shall deliver evidence of such insurance to Landlord prior to Tenant's commencing the Alterations. Should a mechanic's lien be filed against the Office and/or Premises, for work done or claimed to have been done or materials supplied for Tenant or to the Office, Tenant shall pay or cause to be paid or file a bond in the amount stated in the mechanic's lien within thirty (30) days of said filing at Tenant's sole cost and expense. Any installation of materials, fixtures and the like shall become the property of Landlord upon such installation and shall remain in the Office upon Tenant's surrender of same. However, Landlord may relinquish such right of ownership to the installations by giving Tenant thirty (30) days written notice prior to the Termination Date of such relinquishment of ownership, in which event, they shall become Tenant's and must be removed upon the Termination Date. Nothing herein is meant to give Landlord any ownership rights in and to Tenant's trade fixtures, office furniture and equipment which can be easily moved. Upon the Termination Date and surrender of possession of the Office, Tenant shall remove all personal property and installations to which Landlord's ownership interest has been relinquished and Tenant shall immediately restore and repair the Office to that condition existing on the Commencement Date. Any and all property of Tenant remaining in the Office after the Termination Date shall be deemed abandoned by Tenant and Landlord may either retain such abandoned property or may remove such abandoned property at Tenant's expense

8. Maintenance and Repairs

Tenant shall maintain the Office in good condition. Tenant shall be responsible for any and all damage to the Office or any other part of the Premises resulting from Tenant's willful acts or negligence or the willful acts or negligence of Tenant's agents, employees, invitees or licensees or which may arise from any work done by or for Tenant or by Tenant's business operations. Tenant shall also be responsible for any damage to the Premises caused by Tenant's moving or removal of furniture, fixtures and/or equipment. Tenant shall only use contractor and/or sub-contractors for these repairs which have been approved by Landlord in every instance. In the event that Tenant fails or refuses to make said repairs, Landlord may do so at Tenant's expense which shall be paid to Landlord as additional rent. Landlord shall maintain in proper order and repair the exterior of the Premises as well as the common areas and the utilities servicing the Premises. Tenant shall give immediate notice to Landlord of any defect or interruption of service or condition. The responsibility of Tenant to pay Rent shall not be reduced or abated by reason of injury to business or annoyance to employees of Tenant caused by repairs, alterations or improvements to the Premises or the Office. Likewise there shall be no liability on the part of the Landlord for such injury or annoyance as aforesaid. Should Landlord be in default under this Paragraph or any other Paragraph of this lease, Tenant's only remedy is to sue Landlord for breach of this Lease.

9. Window Cleaning

Tenant will not clean or caused to be cleaned any window in the Office from outside of the Office in violation of any of the provisions of the Labor Law or any law, provision or rule of any authority having jurisdiction thereof.

10. Damage, Fire or Other Casualty

In the case of fire damage or other damage to the Office not caused by Tenant, its agents, servants, employees, invitees and/or licensees, Tenant shall give Landlord immediate notice of same. (a) If the Office is partially damaged by fire or other casualty, Landlord shall repair the damage and the Rent shall be apportioned from the day of the damage in relation to the portion of the Office that has been rendered unusable to the day that the Office has been repaired and is fully usable. (b) If the Office is totally damaged and rendered wholly unusable by fire or other casualty, Landlord has the right to either repair the damages or terminate the lease. (l) In the event that Landlord elects to repair the damages, Rent and Additional Rent shall be abated for the period of time from the date of occurrence of the damage to the date that Landlord notifies Tenant that the Office can be re-occupied; (ii) In the event that Landlord elects to terminate this Lease, Landlord may do so upon giving Tenant notice of his intent to do so within the sooner of ninety (90) days of the occurrence of the damages or thirty (30) days from the date that the insurance claim is adjusted which notice shall set forth a date on which the Lease shall expire, which date shall not be more than sixty (60) days from the date of such notice and upon which date this Lease shall terminate and all obligations owed by Landlord and Tenant to each other shall cease and all obligations due shall be paid from one to the other. Should this Lease not be terminated, Landlord shall make all repairs in an expeditious manner subject to delays beyond the control of Landlord. Tenant shall cooperate fully with Landlord after such damage is incurred in all of Landlord's reasonable requests to remove undamaged items in the Office. Before making claim against the other for damages as a result of fire or other casualty, each party shall look first to their respective insurance carrier. To the extent permitted by law and by the respective insurance policies, Landlord and Tenant hereby release and waive rights of discovery with respect to the above against the other or any one claiming through them. If this condition can only be obtained by paying an additional premium, then the one benefiting from such waiver shall pay the additional premium upon ten (10) days written notice and the one obtaining such insurance coverage is free from any other obligation with respect to waiver of subrogation. Tenant acknowledges that Landlord shall not be obligated to carry any insurance for the benefit of Tenant with respect to Tenant's personal property, equipment, inventory or the like and agrees that Landlord is not obligated to repair any damage to them. The provisions of New York Real Property Law Section 227 are waived by both parties and the provisions of this Paragraph shall be controlling.

11. Loss, Damage, Indemnity

Landlord shall not be liable for any loss, damage or expense to any person or property of Tenant or to property of others given to employees of the Premises. Landlord shall also not be liable for any theft of or by other tenants or otherwise, nor for injury or damage to persons or property resulting from any cause whatsoever, unless due to the willful acts of Landlord, its agents, servants and/or employees. Landlord shall not be liable for damages caused by construction in or about the Premises. Landlord shall not be liable for any damages if the windows are permanently or temporarily closed, darkened, covered and Tenant shall not be entitled to any abatement or reduction in rent as a result thereby nor shall same be grounds for Tenant's claim of eviction nor shall Tenant be released from any of the terms, conditions and provisions of this Lease. Tenant shall indemnify and hold Landlord harmless from all claims, liabilities, costs and expenses, including attorneys' fees, paid or incurred by Landlord as a result of any default by Tenant of the terms, conditions and provisions of this Lease for which Landlord is not covered or paid by insurance. In the event that an action or proceeding is brought against Landlord, Tenant, upon written notice from Landlord, will, at Tenant's sole cost and expense,

retain counsel approved by Landlord to defend such action or proceeding.

12. Electricity

Tenant warrants that its use of electrical current will, at all times, not exceed the current capacity of the electrical service into the Premises, or the risers or wiring installation. Tenant will not use or cause to be used equipment which will overload the existing service and installations or interfere with other tenants' electrical service. Any change in the character or nature of electrical service to the Premises and/or to the Office shall not impose liability on the Landlord for any loss or damage sustained by Tenant as a result thereof.

13. Occupancy

Tenant shall not, at any time, use or occupy the Office in violation of or contrary to the permitted uses contained in the Certificate of Occupancy for the Premises and/or the Office. Tenant has fully inspected the Office and is accepting the Office in its "as is" condition. Tenant has performed "due diligence" with respect to the Premises and accepts the Office subject to any and all violations, whether same are of record or not. Landlord makes no representations as to the condition of the Office except as specifically set forth herein and on the Rider to this Paragraph, if any.

14. Landlord's Alterations and Management

Landlord has the right to change the arrangement and/or location of entrances, hallways, passageways, doorways, doors, elevators, stairs or any other part of the Premises used by the general public, including toilets, and to change the name and/or number of the Premises. In the event that Landlord so changes as aforesaid, the same shall not constitute an eviction nor imposes any liability on Landlord for such election. Rent shall not be diminished or abated in such event as a result of any inconvenience, annoyance or injury to Tenant's business and Landlord shall have no liability therefore. Landlord may impose rules for the access to the Premises by Tenant's social or business guests as Landlord deems proper and necessary for the security of the Premises and Tenant shall not have any claim against Landlord for any damages resulting therefrom.

15. Condemnation

If the whole or any part of the Premises and/or Office is taken by condemnation or otherwise by any governmental authority for public or quasi-public use, this Lease shall be terminated as of the date that title is vested pursuant to said proceeding and Tenant shall not have any claim for the value of the remaining portion of this Lease and Tenant assigns to Landlord Tenant's interest in any award. Nothing contained herein shall prevent Tenant from making an independent claim to the authority for allowable expenses.

16. Legal Requirements, Insurance, Floor Capacity

Tenant shall, at its sole cost and expense, at all times under this Lease or prior to the Commencement Date if Tenant is in possession of the Office as provided herein, comply promptly with all laws, regulations and orders of all municipalities and their agencies having jurisdiction over the Premises and Office including, but not limited to fire and or insurance offices which shall impose any violation or notice of violation or affirmative obligation upon Landlord and or the Premises, whether or not concerning Tenant's use of the Office or the Premises. Tenant shall not be required to make any structural alterations and/or repairs unless Tenant, as a result of Tenant's unauthorized uses and/or operations of business, violated such laws, regulations and/or rules. Tenant may appeal or object to such violations, fines etc. provided Tenant has, in Landlord's sole judgment, secured Landlord with respect to same by either deposit of sufficient monies or by a surety bond in an amount and by a company satisfactory to Landlord, for all damages,

penalties, expenses and interest, including reasonable attorneys' fees provided same does not subject Landlord to criminal liability or create a default under any lease and/or mortgage of Landlord's and does not result in a condemnation or eviction, in whole or in part. Such appeal or objection by Tenant must be undertaken in an expeditious manner and at no cost to Landlord. Tenant shall not do or cause to be done any act contrary to all laws, rules and regulations or which would violate any provision of Landlord's policies of insurance or which would subject Landlord to liability to any person or entity for personal and/or property damages. Tenant shall not keep any substance in the Office which is in violation of any law, rule and/or regulation which would result in a cancellation of Landlord's policies of insurance. Tenant shall not use the Office in such a manner that the premiums for Landlord's policies of insurance would be increased over that rate in effect at the time the Tenant obtains possession of the Office. Any cost, expense, fine, damages and/or penalties incurred by Landlord as a result of Tenant's violation of any provision in this Paragraph shall be borne by Tenant and shall be paid to Landlord by Tenant as additional rent. In any action or proceeding, the schedule of premiums issued by Landlord's insurance carrier shall be conclusive evidence of the rate therefore. Tenant shall not place a load on the floor of the Office contrary to the maximum floor area load permitted by law and the certificate of occupancy. The placement of heavy machines, mechanical equipment and/or office equipment shall be approved by Landlord and shall be placed in such manner, in Landlord's sole judgment, by Tenant to avoid and prevent vibrations, noise and annoyance to other tenants.

17. No Mortgage or Assignment

Tenant shall not assign, mortgage and/or encumber this Lease or sublet the Office or allow the Office to be used by anyone other than Tenant without the prior written consent of Landlord. The transfer of the majority interest in Tenant shall be deemed an assignment for purposes of this Paragraph. Should this Lease be assigned or the Office sublet or used by anyone other than Tenant without Landlord's written consent, Landlord may collect rent from the persons or entity so occupying and using the Office should Tenant default in the payment of Rent but such collection by Landlord shall not be deemed a waiver of the provisions of this Paragraph or a consent to such assignment, sublet or use or a release of Tenant's obligations under this Lease. Any consent given by Landlord to Tenant under this Paragraph in one instance shall not act to be a consent or waiver of Landlord's rights in another.

18. No Other Space

Tenant is afforded no other rights to use any space in the Premises other than the Office.

19. Tenant's Defaults

A. If there is a default by Tenant under the terms of this Lease, other than the obligation to pay Rent, or Tenant vacates the Office prior to the Termination Date, or if an execution has been issued against the property of Tenant or Tenant whereby the Office is used and/or occupied by someone other than Tenant, or if this Lease be rejected in a Bankruptcy proceeding, or should Tenant not take possession of the Office with thirty (30) days from the Possession Date, the Landlord may notify Tenant of said default upon fifteen (15) days prior written notice to Tenant which sets forth Tenant's default(s) and should Tenant fail to completely cure said specified default(s) within said fifteen (15) days, or if the default(s), by its nature cannot be cured within said fifteen (15) days or should Tenant fail to undertake with diligent effort to cure the default(s) within said fifteen (15) days, then, in such event, Landlord may serve upon Tenant, a written five (5) day notice canceling this Lease and Tenant, at the end of said five (5) days shall vacate and surrender

the Office and Tenant shall continue to remain liable as set forth under this Lease.

B. If Tenant shall be in default in the payment of Rent, or if the notice given pursuant to "A" hereinabove has expired or if Tenant is in default in payment of any other matter for which Tenant is liable to pay, then Landlord, without any further notice other than provided for in this paragraph (A above), may re-enter the Office, by force or otherwise, and dispossess Tenant or other occupant, by any lawful manner, and remove their possessions and retake the Office. Tenant expressly waives the right to receive notice of such re-entry by Landlord and agrees that Landlord shall not be responsible for any damage sustained to the property of Tenant or other occupant. If there be an extension or renewal of this Lease and Tenant shall default under any term, condition and/or provision of this Lease, Landlord may cancel such renewal or extension upon three (3) days prior written notice to Tenant.

20. Bankruptcy

A. This Lease may be cancelled upon Landlord's prior ten (10) day written notice to Tenant if there be commenced a case, whether voluntary or involuntary, by or against Tenant or any other person or entity occupying the Office, in a bankruptcy court in any State, or if Tenant or any other person or entity occupying the Office, should make an assignment for the benefit of creditors under any law. Upon such event, Tenant or any other occupant shall not be entitled to possession of the Office and shall immediately vacate the Office and surrender same to Landlord.

B. It is expressly agreed that in the event of a termination of this Lease pursuant to "A" above, notwithstanding any other provision contained in this Lease, Landlord shall be entitled to receive from Tenant, as and for liquidated damages, the higher of (1) the maximum amount permitted by law or (2) an amount equal to the difference between the Rent from the date of termination as set forth pursuant to "A" above to the Termination Date and the fair and reasonable market rent for the same period of time. In computing such amount, the same shall be discounted at the rate of three (3%) percent. If the Office shall be re-rented during that period of time, the rent paid under the re-rental agreement shall be conclusive proof of the reasonable market rent.

21. Remedies

In the event of any default, re-entry by Landlord, termination and/or eviction by summary proceedings or otherwise (a) Rent up to the date of such re-entry and/or eviction or termination shall be due, (b) Landlord may re-rent the Office, in whole or in part, for a term equal to or in excess of the Termination Date, and Landlord may be free to grant such concessions or charge rent in excess of the Rent as the Landlord sees fit, and/or (c) Tenant shall be obligated to Landlord for liquidated damages ("Liquidated Damages") for such default, termination and/or eviction in an amount equal to the difference between the Rent and the rent to be charged up to the Termination Date and any charges incurred by Landlord including, but not limited to reasonable attorneys' fees, litigation costs and expenses, brokers' fees, advertising fees, maintenance charges in keeping the Office in good condition and charges incurred in getting the Office in a condition for such re-renting. Landlord's failure to re-rent the Office shall not affect or release Tenant from said liquidated damages. The Liquidated Damages shall be paid in monthly installment when Rent is due prorated over the remaining term of this Lease. Landlord may, in getting the Office in condition for such re-renting, make such alterations, repairs and/or decorations in the Office as in Landlord's sole judgment are necessary and such undertakings by Landlord shall not release Tenant from liability under the terms, conditions and provisions of this Lease. Landlord shall in no way be liable to Tenant for failing to re-let the Office or to collect rent from the new tenant. The rights afforded Landlord under this

Paragraph are not exclusive and Landlord may avail itself of any and all remedies available to it under law. Tenant expressly waives any right of redemption Tenant may now have or will have should Tenant be evicted from the Office or dispossessed therefrom.

22. Fees and Expenses

Should Tenant default under any of the terms, conditions and/or provisions of this Lease, Landlord may, after giving notice if required and upon the expiration of any grace period set forth in this Lease, immediately and without prior notice to Tenant perform or cause to be performed Tenant's obligations. If in connection with the aforesaid, Landlord incurs any cost and/or expense or becomes obligated to pay money as a result thereof, including but not limited to legal fees, reasonable attorneys' fees, litigation expenses, Tenant shall pay to Landlord such monies, with interest. The foregoing cost, expense or payment of money by Landlord shall be shall be paid by Tenant to Landlord within fifteen (15) days from the date Landlord bills Tenant. Should these billed amounts come subsequent to the Termination Date, Landlord may institute proceedings against Tenant for the recovery of same.

23. Access

Landlord or Landlord's agents, servants and/or employees may enter the Office for emergency purposes at any time and at any other reasonable time in order to make inspections and/or make repairs, alterations or additions as Landlord deems proper and/or necessary to the Office and/or the Premises. Tenant grants Landlord the right to use the Office to replace and/or maintain the HVAC services and facilities. For this purpose, Landlord may bring into the Office all necessary materials and supplies and same shall not be deemed to give Tenant any right to claim an actual or constructive eviction or any right to an abatement of Rent or to a claim for damages as a result of loss of or interruption of Tenant's business. During the term of this Lease, Landlord shall have the right to enter the Office, at reasonable times and upon reasonable notice, for the purpose of exhibiting same to prospective purchasers and mortgagees. Landlord shall also have the right, within the six months prior to the Termination Date, to enter the Office for the purpose of exhibiting same to prospective tenants. Should Tenant not be present to allow access to the Office, Landlord may enter the Office by using a master key, provided Landlord exercises reasonable care to insure Tenant's property and such entry shall not subject Landlord or its agents liable for any damages as result thereof and the obligations of Tenant under the terms, conditions and/or provisions of this Lease shall not be affected thereby. Should Tenant entirely vacate the Office within thirty (30) days of the Termination Date, Landlord may enter the Office and make such alterations, repairs, additions or changes without affecting Tenant's obligations under this Lease, including, but not limited to Tenant's obligation to pay Rent or creating liability for Landlord to Tenant.

24. Waiver

The failure by Landlord to seek redress or any remedy for Tenant's default under any of the terms, conditions and/or provisions of this Lease or of any rule imposed and declared by Landlord shall not constitute a waiver by Landlord for any future defaults or violations. Landlord's receipt of Rent at a time when Landlord has knowledge or should have knowledge of any default or violation shall not be deemed a waiver thereof. Only a written waiver signed by Landlord shall be effective and binding upon Landlord. Any Rent received by Landlord which is less than the amount due shall be deemed to be "on account" and any notation or statement on Tenant's check shall be deemed payment in full or accord and satisfaction and Landlord may accept such payment without prejudice to Landlord's right to pursue such available remedy for the balance of same or for any other remedy afforded Landlord under the terms, provisions

and/or conditions of this Lease. Only a surrender of the Office in writing signed by Landlord shall be effective and binding upon Landlord and/or Tenant and such surrender must be made to Landlord or Landlord's authorized agent. An acceptance of a surrender of the Office and keys to same by persons other than Landlord or its authorized agent shall be effective as a termination of this Lease.

25. Landlord's Inability To Perform

Tenant's obligation to pay Rent and/or to comply with any of the terms, provisions and/or conditions of this Lease as well as the Lease itself shall not be affected, impaired, amended or excused due to Landlord's inability to perform any of its obligations contained in this Lease, or to supply any if delayed in supplying any service or item or is unable to make, or is delayed in the making of any repair, alterations, additions, or is unable to supply or is delayed in supplying any equipment, services, fixtures or any other material to be supplied hereunder, provided that Landlord is unable to do so because of labor problems, strife or strike or any other cause whatsoever including, but not limited to war or other emergency.

26. Excavations

In the event that there be an authorized excavation conducted upon lands adjacent to the Premises, Tenant shall allow the parties conducting same entry into the Office for the purpose of performing necessary work as such party deems necessary to shore up and/or preserve the wall of the Premises from damage including but not limited to supporting the existing exterior walls and foundations. Tenant further agrees to waive any right Tenant may have to make a claim for damages caused thereby or indemnity therefore from that party or Landlord or for an abatement of Rent.

27. No Representations by Landlord

Landlord and/or Landlord's agents, servants and/or employees have not made any representations nor promises of any kind to Tenant as to the physical condition of the Premises and/or Office or as to the financial condition and health or as to the operation of the Premises except as specifically set forth in this Lease and Tenant does not acquire any rights, easements or licenses except as specifically set forth in this Lease. Tenant has accepted the Office in its "as is" condition after having thoroughly inspecting same and without relying on any representations made by Landlord, its agents, servants and/or employees. Tenant's occupation of the Office is conclusive proof that the Office and Premises are in broom clean condition at the date Tenant first occupies the Office.

28. Non-merger

All prior agreements, understandings and representations are merged in this Lease which fully expresses the parties' agreement and this Lease may only be amended or modified or terminated, other than on the Termination Date, by written agreement signed by Tenant and Landlord.

29. Non-Disturbance

As long as Tenant pays Rent and complies fully with all of the terms, provisions and conditions of this Lease on Tenant's part to be performed, Tenant may peacefully occupy the Office subject too any mortgage, ground lease or underlying lease.

30. Waiver

Tenant and Landlord hereby waive trial by jury in any action, proceeding or litigation brought by one against the other or in which either party is brought in by a third party, except for personal injury or property damage actions, in which any of the terms, provisions and/or conditions of this Lease or any statutory remedy is involved or the use and/or occupancy of the Office is at issue. Tenant and Landlord agree that in any action

seeking possession of the Office, Tenant will not impose any counterclaim or set-off against Landlord of any kind or nature except if mandated by statute.

31. Notices

Any notice, statement or communication which Landlord is to give to Tenant, shall be deemed to be sufficiently given if it is in writing and delivered personally to Tenant or sent by certified mail or overnight courier addressed to Tenant at the Office or other business address of Tenant or at the residence of Tenant or left at any one of the addresses and the time of giving such notice, statement or communication shall be deemed given at the time same are left with or mailed or delivered to the overnight courier. Any notice to be given by Tenant to Landlord must be given by certified mail or overnight courier at Landlord's address above.

32. Rules

Tenant, its agents, servants and/or employees, licensees, business guests or visitors shall comply strictly and faithfully with the Rules that Landlord may adopt, at any time, notice of which shall be given to Tenant. Landlord may choose the manner in which said notice is given. In the event that Tenant disputes the reasonableness of any Rule, Tenant and Landlord agree to submit such dispute to the American Arbitration Association, New York, New York for binding arbitration provided Tenant gives written notice to Landlord within twenty (20) days of receipt of notice of adoption of the Rule or Rules. Notwithstanding the provisions of this Paragraph, Landlord is not under any obligation to enforce the Rules with respect to any other tenant in the Premises or to enforce any term, condition or provision of any other lease. Landlord is not liable to Tenant for any damages caused by another tenant violating the Rules or any term, provision or condition of that tenant's lease.

33. Definitions

Wherever and whenever used in this Lease, the following definitions shall be ascribed to these words:

a) "Business Day" shall mean the days of the week except Saturday and Sunday and except legal holidays observed by either State or Federal Governments and those set forth in any union contract which applies to the Premises

b) "Office" or "Offices" shall not mean Premises but shall mean premises other than those utilized for the sale of goods and merchandise or for the display of same, or a restaurant, shop, machine shop, manufacturing plant or other retail establishment.

c) "Landlord" shall mean the owner of the Premises or a lessee thereof, or a mortgagee in possession and should there be a sale or lease of the entire Premises, Landlord is released from all obligations and liabilities under this Lease and it will be conclusively presumed that the purchaser or lessor will perform the obligations and liabilities of Landlord herein.

d) "Re-enter" and "Re-entry" are not to be strictly taken in their legal definitions.

34. Estoppel Certificate

Upon fifteen (15) prior written notice to Tenant, Tenant shall execute and deliver to Landlord or to any other entity that Landlord directs, a certificate, in recordable form, stating that the Lease, as it exists on the date of the certification, is in full force and effect, that it has not be amended, modified or terminated, the date to which Rent has been paid and setting forth specifically if any defaults exist on the part of Landlord.

35. Subordination

The Lease is subject and subordinate to all existing and future mortgages or ground leases or underlying leases which affects the Premises and to all renewals, modifications or replacements thereof without the necessity of any notice or written instruments and Tenant

shall, at Landlord request, execute a document to this effect.

36. Surrender of Office

Upon the Termination Date or other termination of this Lease, Tenant shall vacate and surrender the Office in as is condition and in good condition, reasonable wear and tear excepted and free from Tenant's property. All damages which were caused by or on behalf of Tenant shall be repaired by Tenant at Tenant's sole cost and expense prior to the surrender of the Office. This Paragraph survives the Termination Date or the date of other termination of this Lease. Should the Termination Date be a Sunday or legal holiday, the Termination Date shall be the immediate previous day.

37. Parties Bound

This Lease is binding upon Landlord and Tenant and their respective assignees and/or successors in interest. Should Tenant obtain a judgment against Landlord, Tenant shall look only to Landlord's interest in the Premises for the collection of same.

38. Paragraph Headings

Paragraph headings are for reference only.

39. Effectiveness

This Lease shall become effective as of the date when Landlord delivers a fully executed copy hereof to Tenant or Tenant's attorney.

40. Riders

Additional terms are contained in the riders annexed hereto and designated Rider N/A .

This Lease has been entered into as of the Date of Lease.

LANDLORD

TENANT

Michael G. Ciaravino, City Manager
Per Res. No.

RESOLUTION NO.: 289 - 2017

OF

OCTOBER 10, 2017

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN AGREEMENT WITH COLBY KENNELS
TO PROVIDE FOR BOARDING SERVICES FOR DOGS IN
THE CUSTODY OF THE CITY OF NEWBURGH**

WHEREAS, as mandated by the Agriculture & Markets Law of New York State, the Animal Control Unit must have caregivers for the dogs taken into the custody of the City of Newburgh; and

WHEREAS, Colby Kennels has submitted a revised proposal to provide boarding services such as clean housing, feeding and rehabilitation of dogs in the custody of the City of Newburgh; and

WHEREAS, this Council has reviewed the revised proposed agreement with Colby Kennels and has determined that entering into the same would be in the best interests of the City of Newburgh, its citizens and the animals alike;

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 an agreement, in substantially the same form annexed hereto with such other terms and conditions as may be required by the Corporation Counsel, with Colby Kennels to provide boarding services for the dogs in the custody of the City of Newburgh.

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 **COLBY KENNELS**, a firm with principal offices at _____, New York 12550 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”).

Any and all reports, documents, charts, graphs, maps, designs, images, photographs, computer programs and software, artwork, creative works, compositions, and the rights to employ, publish, disseminate, amend or otherwise use same, and/or any other intellectual property to be provided by VENDOR to CITY under the terms of this Agreement shall become the property of the CITY, unless otherwise provided for by the parties.

ARTICLE 2. TERM OF AGREEMENT

VENDOR agrees to perform the SERVICES and/or supply goods beginning as of October 1, 2017, and ending September 30, 2018. This contract may be renewed by the City for each of five (5) successive one-year terms.

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.

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.

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.

ARTICLE 7. FAIR PRACTICES

VENDOR and each person signing on behalf of the VENDOR represents, warrants and certifies that 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; and that 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.

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. NON-EXCLUSIVITY, ASSIGNMENT AND SUBCONTRACTING

The parties recognize and agree that VENDOR is providing specialized professional services to assist CITY in performing its obligations under the Agricultural & Markets Law and other state and local laws, rules and regulations; and that VENDOR will provide its services in accordance with same. The parties agree that this agreement is non-exclusive, and that CITY shall be entitled to secure the same services and/or goods from another

vendor as provided by **VENDOR** hereunder at any time including during the term of this Agreement.

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.

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 of a minimum of \$2,000,000 per occurrence, naming the City as additional insured, and other insurance with stated minimum coverages, as required by law: 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 commercially-available policies of insurance.

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

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.

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.

ARTICLE 16. CONFIDENTIAL INFORMATION

In the course of providing the SERVICES and/or goods hereunder, VENDOR may acquire knowledge or come into possession of confidential, sensitive or proprietary information belonging to CITY. VENDOR agrees that it will keep and maintain such information securely and confidentially, and not disclose such information to any third parties, including the media, nor use such information in any manner publically or privately, without receiving the prior approval, in writing, of the CITY authorizing such use. VENDOR'S obligations under this clause to maintain the confidentiality of such information and to refrain from using such information in any manner without the prior written approval of the CITY shall survive the termination or expiration of this Agreement.

ARTICLE 17. TERMINATION

Either party may, by written notice to the other effective ninety (90) days after mailing, terminate this Agreement in whole or in part at any time (i) for convenience, (ii) upon the failure of a party 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.

ARTICLE 18. 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 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.

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. 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 22. 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 both parties. 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.

{THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK}

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

THE CITY OF NEWBURGH

COLBY KENNELS

BY: _____
Michael G. Ciaravino,
City Manager
Per Resolution No. -2017

BY: _____
Title:

DATE: _____

DATE: _____

APPROVED:

KATHRYN MACK
CITY COMPTROLLER

MICHELLE KELSON
CORPORATION COUNSEL

COLBY KENNELS

facsimile transmittal

To: Christina Schluter Fax
From: Mabel Date: 9/20/17
Re: Contract changes
CC:



SCOPE OF SERVICES / FEES & EXPENSES

COLBY KENNELS shall take temporary custody of dogs brought to the kennel by the CITY OF NEWBURGH ANIMAL CONTROL officer, or by any police officer or other authorized officer, official, agent or employee of City of Newburgh. Colby Kennels will provide shelter, food, treatment and care, and shall otherwise serve the needs of all such dogs as required by the Agriculture and Markets Law of the State of New York, and by the laws, rules, regulations and policies of the City Of Newburgh and its officials and officers in connection therewith.

No police officer or other authorized officer, official, agent or employee of the City of Newburgh is to disclose to anyone inquiring about a dog that it is at Colby Kennels. Anyone inquiring about the whereabouts or getting their dog back MUST go through Ltn. Christina Schluter.

All dogs MUST be vaccinated for Rabies, DHLPP and Bordetella and arrive at the kennel with the appropriate records. All dogs must also be checked for fleas and flea medication administered before coming to the kennel.

Colby Kennels will NOT accept a dog from the City of Newburgh without the proper vaccination paper work.

EXCEPTION – RABIES QUARANTINE dogs do not need vaccinations.

Colby Kennels has the right to deny an aggressive dog from entering the kennel that it determines to be a liability to the staff and clients.

All dogs must be brought to and picked up during Colby Kennels office hours:

Monday thru Friday 8 am to 12 noon and 4 pm to 5 pm

Saturday 8 am to 12 noon

The office is closed Saturday afternoons, Sundays and major holidays.

For each dog brought to or caused to be placed in the physical custody of Colby Kennels by the City of Newburgh, Colby Kennels shall be paid a one-time fee as follows:

- A. For each dog determined to be suitable for adoption, the daily fee will be \$27.00 until the dog is spayed/neutered.
- B. For each such dog determined to be unsuitable for adoption, the daily fee will be \$27.00 and the dog MUST be removed as soon as possible after the 7 day hold period.
- C. For each dog held for 10- day RABIES QUARANTINE, the daily fee will be \$27.00 until the dog is removed.
- D. Once a suitable dog has been spayed or neutered and returns to Colby Kennels, the daily fee will be \$17.00 until the dog is removed.
- E. Colby kennels will bill the City of Newburgh for all dogs in their care the first of every month and must be paid in full within 21 days.

- F. No more than six (6) dogs may be left in the custody of Colby Kennels at any one time without the consent of Colby Kennels Manager Mabel Finley and/or Linda Jobson, Owner.
- G. Ltn. Christina Schluter; no other person or entity; shall be responsible for determining whether each such dog is suitable for adoption and shall be responsible for the tasks associated with the adoption/transfer of such dogs.

RESOLUTION NO.: 290-2017

OF

OCTOBER 10, 2017

RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING
WITH THE PATROLMEN'S BENEVOLENT ASSOCIATION
OF NEWBURGH, NEW YORK, INC. TO PROVIDE
FOR ADDITIONAL BENEFITS PROVIDED FOR
IN SECTION 242 OF THE MILITARY LAW
FOR POLICE OFFICER THOMAS BUTTNER
WHILE SERVING ACTIVE DUTY IN THE MILITARY
EFFECTIVE ON OR ABOUT SEPTEMBER 24, 2017

WHEREAS, the City of Newburgh and the Police Benevolent Association of Newburgh, New York, Inc. (hereinafter "the Union"), are parties to a collective bargaining agreement; and

WHEREAS, certain members of the Union serving in the military reserve have been or are liable to be called to active duty as a result of the ongoing conflicts overseas to defend American freedom and protect our people from their declared enemies, and will continue to be required to interrupt regular City employment; and

WHEREAS, the City Council of the City of Newburgh wishes to grant certain additional benefits to such employees; and

WHEREAS, the City Council has reviewed the terms of the Memorandum of Understanding, a copy of which is annexed hereto, and has consulted with the representatives of the City, who have recommended that the City Council approve the agreement;

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 on behalf of the City of Newburgh, the Memorandum of Understanding annexed hereto, or in substantially the same form; and be it further

RESOLVED, that the Council of the City of Newburgh hereby extends its esteem, gratitude, appreciation and admiration to every member of the Union and all others called to active duty on behalf of this Country.

MEMORANDUM OF UNDERSTANDING

**BETWEEN
PATROLMEN'S BENEVOLENT ASSOCIATION
OF NEWBURGH, NEW YORK, INC.
AND
THE CITY OF NEWBURGH**

WHEREAS, the CITY OF NEWBURGH (CITY) and PATROLMEN'S BENEVOLENT ASSOCIATION OF NEWBURGH, NEW YORK, INC. (PBA), are desirous of entering into an agreement between the parties to provide for extended military benefits for members who are military reservists and are federally activated to military duty as of the result of the events of September 11, 2001 and the ongoing conflicts overseas beyond the benefits mandated by New York State Military Law.

**IT IS HEREBY UNDERSTOOD AND AGREED BY THE PARTIES HERETO
AS FOLLOWS:**

1. Members of the PBA ordered to active military duty (including ordered service in the reserve force) as a result of the events of September 11, 2001, and the ongoing conflicts overseas, shall be entitled to receive the following benefits:

- a) Members who have exhausted their entitlement to paid military leave under Section 242 of the Military Law shall be entitled to an additional thirty (30) calendar days or twenty-two (22) working days of supplemental military leave at full pay, whichever is greater, in any one calendar year, not exceeding in total sixty (60) calendar days for any one continuous period of absence;
- b) Members who have exhausted their entitlement to the paid leave set forth in paragraph (a) above shall be entitled to military leave at a rate of pay equal to the Member's rate of pay pursuant to the Collective Bargaining Agreement less the compensation received by the Member as a result of his or her active duty. The Member shall provide the city with an "enlisted pay chart" establishing the applicable military rate of pay;
- c) Members shall receive the same individual or family health insurance benefits provided pursuant to the Collective Bargaining Agreement, as received by such members prior to their date of activation;
- d) Members shall accrue vacation leave at the rate set forth in the Collective Bargaining Agreement during the period they receive benefits pursuant to this Memorandum.

2. The benefits provided in paragraph 1 of this Memorandum shall be in effect from September 24, 2017 to and including May 21, 2018. The terms of this Memorandum may be extended by resolution in the event that the Member's active duty status extends beyond May 21, 2018.

3. The parties agree and acknowledge that this agreement shall not establish any past practice or precedent for members called for active military duty for any reason other than the events of September 11, 2001, and currently ongoing overseas conflicts in Iraq, Afghanistan and related areas.

Dated: October _____, 2017
Newburgh, New York

AGREED TO:

CITY OF NEWBURGH

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

PATROLMEN'S BENEVOLENT ASSOCIATION
OF NEWBURGH, NEW YORK, INC.

By: _____
Joseph Palermo, President

LOCAL LAW NO.: 3 - 2017

OF

OCTOBER 10, 2017

**A LOCAL LAW TO FURTHER AMEND THE INCOME LEVELS AND
THE EXEMPTION TERM OF CHAPTER 270 “TAXATION” ARTICLE V “EXEMPTION
FOR FIRST-TIME HOMEBUYERS OF NEWLY CONSTRUCTED HOMES”
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 to further amend the Income Levels and the Exemption Term of Chapter 270 ‘Taxation’, Article V ‘Exemption for First-Time Homebuyers of Newly Constructed Homes’ of the Code of the City of Newburgh”.

SECTION 2 - PURPOSE AND INTENT

The purpose of this local law is to amend the Code of the City of Newburgh to afford first-time homebuyers of newly constructed homes a partial exemption from real property taxes levied by the City as permitted under New York State Real Property Tax Law Section 457 as same has been amended by the New York State Legislature and to lengthen the exemption term as allowed by law.

SECTION 3 - AMENDMENT

Chapter 270 entitled “Taxation” of the Code of the City of Newburgh is hereby amended by the following amendment to Article V entitled “Exemption for First-Time Homebuyers of Newly Constructed Homes” which is now to read as follows:

~~Strikethrough~~ denotes deletions

Underlining denotes additions

§ 270-26. Purpose.

The purpose of this article is to provide partial exemption from taxation and special ad valorem levies for owner-occupied, primary residential property that is newly constructed or reconstructed under certain conditions set forth below.

§ 270-27. Definitions.

As used in this article, the following terms, phrases, words and their derivations shall have the following meanings:

FIRST-TIME HOMEBUYER ~ An individual or individuals who have not owned, and are not married to a person who has owned, a primary residential property during the three-year period prior to their purchase of the primary residential property for which this exemption is sought, and do not own a vacation or investment home.

INCOME ~ The adjusted gross income for federal income tax purposes as reported on the applicant's latest available federal or state income tax return, subject to any subsequent amendments or revisions, reduced by distributions, to the extent included in federal adjusted gross income, received from an individual retirement account or an individual retirement annuity; provided that if no such return was filed within the one-year period preceding taxable status date, "income" means the adjusted gross income that would have been so reported if such a return had been filed.

LATEST AVAILABLE RETURN ~ The federal or state income tax return for the tax year immediately preceding the date of making application for the exemption; provided however, that if the tax return for such year has not been filed, then the income tax return for the tax year two years preceding the date of making application will be considered the latest available return.

NEWLY CONSTRUCTED ~ An improvement to real property which was constructed as a one- or two-family house, townhouse or condominium, which has never been occupied and was constructed after November 28, 2001, but on or before December 31, 2022 ~~2016~~. "Newly constructed" shall also mean that portion of a one- or two-family house, townhouse or condominium that is altered, improved or reconstructed.

PRIMARY RESIDENTIAL PROPERTY ~ Any one- or two-family house, townhouse, or condominium located in this state which is owner-occupied by such homeowner.

~~Strikethrough~~ denotes deletions

Underlining denotes additions

§ 270-28. Ownership eligibility requirements.

The following ownership eligibility requirements must be met in order to qualify for the first-time homebuyer exemption:

A. The property must be owned by a first-time homebuyer or homebuyers and used as their primary residence. If title to the property is transferred to someone other than the heirs or distributees of the homebuyer(s) during the term of the exemption, the exemption will be discontinued.

B. The combined income of all the owners, and of any of the owners' spouses residing on the property, for the income tax year immediately preceding the date of application for exemption may not exceed the income limits defined by the state of New York mortgage agency low interest rate mortgage program in the non-target, one and two person household category for the county where such property is located and in effect on the contract date for the purchase and sale of such property ~~\$81,830.00~~.

§ 270-29. Property use requirements.

The following property use requirements must be met in order to qualify for the first-time homebuyer exemption:

A. The property must be a newly constructed or reconstructed one- or two-family house, townhouse or condominium that is owner-occupied.

B. Other than for reconstruction projects, the home must never have been occupied previously.

C. No portion of an otherwise eligible single-family home may be leased for any purpose, or used primarily for nonresidential purposes, during the time the exemption applies. In either case, the exemption shall be discontinued.

§ 270-30. Sales price and exemption limits.

The maximum sales price of an eligible newly constructed residence must not exceed the purchase price limits defined by the state of New York mortgage agency low interest rate mortgage program in the non-target, one family new category for the county where such property is located and in effect on the contract date for the purchase and sale of such property ~~\$399,370.00~~ to qualify for exemption. Newly constructed residences purchased by first-time homebuyers at a sales price greater than the maximum eligible sales price shall qualify for exemption for that portion of the sales price equal to the maximum eligible sales price; provided, however, that any newly constructed residence purchased at a sales price greater than fifteen percent above the maximum eligible sales price ~~\$459,275.00~~ shall not be allowed any exemption.

~~Strikethrough~~ denotes deletions

Underlining denotes additions

§ 270-31. Reconstruction exemption.

The exemption for reconstructed, altered or improved residential property is limited solely to the increase in assessed value attributable to such reconstruction, alteration or improvement, provided that the total market value of the property after the project completion does not exceed fifteen percent above the maximum eligible sales price \$459,275.00. To be eligible for this exemption on existing homes, the first-time homebuyer must have provided for such reconstruction, alteration or improvement as part of the sale contract of the home or entered into a written contract for such work within 90 days of the purchase of the property. The value of such reconstruction, alteration or improvement must be greater than \$3,000.00 and cannot include the value of ordinary maintenance and repairs.

§ 270-32. Required construction start date and other time requirements.

Property must be constructed or reconstructed by a first-time homebuyer on or before December 31, 2022 ~~30, 2010~~, unless such purchase is made pursuant to a binding written contract entered into on or before such date, and after November 28, 2001. First-time homebuyers who first received this exemption prior to December 31, 2022 ~~2016~~, will continue to receive the exemption according to the established schedule below. First-time homebuyers of existing homes seeking the exemption on the basis of reconstruction, alteration or improvement of the property must either have provided for such work in their purchase contract or enter into a written contract for such work within 90 days after the purchase of the home.

§ 270-33. Calculation of exemption.

A. City of Newburgh taxes and special ad valorem levies. The following is the exemption schedule:

Years of Exemption	Percentage of Assessed Valuation Exempt From Taxation
1	50%
2	40%
3	30%
4	20%
5	10%
6 or more	0%

B. City of Newburgh special assessments. No exemption allowed.

~~Strikethrough~~ denotes deletions

Underlining denotes additions

§ 270-34. Applications for exemption.

Such exemption shall be granted only upon application by the owner on a form prescribed by the State Board of the Office of Real Property Services to the City of Newburgh Assessor, submitted on or before the appropriate taxable status date and approval of such application by the Assessor.

SECTION 4 - VALIDITY

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

SECTION 5 - EFFECTIVE DATE

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

SECTION 6 - FILING

In addition to the Office of the New York State Secretary of State, copies of this Local Law shall be filed with the State Board of the Office of Real Property Services and the City of Newburgh Assessor.

~~Strikethrough~~ denotes deletions

Underlining denotes additions

RESOLUTION NO.: 258 - 2017

OF

SEPTEMBER 11, 2017

A RESOLUTION SCHEDULING A PUBLIC HEARING FOR SEPTEMBER 25, 2017
TO HEAR PUBLIC COMMENT CONCERNING FURTHER AMENDMENT TO
THE INCOME LEVELS AND EXEMPTION TERM OF CHAPTER 270
"TAXATION" ARTICLE V "EXEMPTION FOR FIRST-TIME HOMEBUYERS
OF NEWLY CONSTRUCTED HOMES"
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 further amendment to the income levels and the exemption term of Article V entitled "Exemption for First-time Homebuyers of Newly Constructed Homes" to Chapter 270 "Taxation" 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 25th day of September, 2017, in the 3rd Floor Council Chambers, City Hall, 83 Broadway, Newburgh, New York.

I, Lorone Vitek, City Clerk of the City of Newburgh,
hereby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held Sept 11
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 11 day of Sept 2017

Lorone Vitek
City Clerk

LOCAL LAW NO.: _____ - 2017

OF

_____, 2017

**A LOCAL LAW TO FURTHER AMEND THE INCOME LEVELS AND
THE EXEMPTION TERM OF CHAPTER 270 "TAXATION" ARTICLE V "EXEMPTION
FOR FIRST-TIME HOMEBUYERS OF NEWLY CONSTRUCTED HOMES"
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 to further amend the Income Levels and the Exemption Term of Chapter 270 'Taxation', Article V 'Exemption for First-Time Homebuyers of Newly Constructed Homes' of the Code of the City of Newburgh".

SECTION 2 - PURPOSE AND INTENT

The purpose of this local law is to amend the Code of the City of Newburgh to afford first-time homebuyers of newly constructed homes a partial exemption from real property taxes levied by the City as permitted under New York State Real Property Tax Law Section 457 as same has been amended by the New York State Legislature and to lengthen the exemption term as allowed by law.

SECTION 3 - AMENDMENT

Chapter 270 entitled "Taxation" of the Code of the City of Newburgh is hereby amended by the following amendment to Article V entitled "Exemption for First-Time Homebuyers of Newly Constructed Homes" which is now to read as follows:

~~Strikethrough~~ denotes deletions

Underlining denotes additions

§ 270-26. Purpose.

The purpose of this article is to provide partial exemption from taxation and special ad valorem levies for owner-occupied, primary residential property that is newly constructed or reconstructed under certain conditions set forth below.

§ 270-27. Definitions.

As used in this article, the following terms, phrases, words and their derivations shall have the following meanings:

FIRST-TIME HOMEBUYER ~ An individual or individuals who have not owned, and are not married to a person who has owned, a primary residential property during the three-year period prior to their purchase of the primary residential property for which this exemption is sought, and do not own a vacation or investment home.

INCOME ~ The adjusted gross income for federal income tax purposes as reported on the applicant's latest available federal or state income tax return, subject to any subsequent amendments or revisions, reduced by distributions, to the extent included in federal adjusted gross income, received from an individual retirement account or an individual retirement annuity; provided that if no such return was filed within the one-year period preceding taxable status date, "income" means the adjusted gross income that would have been so reported if such a return had been filed.

LATEST AVAILABLE RETURN ~ The federal or state income tax return for the tax year immediately preceding the date of making application for the exemption; provided however, that if the tax return for such year has not been filed, then the income tax return for the tax year two years preceding the date of making application will be considered the latest available return.

NEWLY CONSTRUCTED ~ An improvement to real property which was constructed as a one- or two-family house, townhouse or condominium, which has never been occupied and was constructed after November 28, 2001, but on or before December 31, 2022 ~~2016~~. "Newly constructed" shall also mean that portion of a one- or two-family house, townhouse or condominium that is altered, improved or reconstructed.

PRIMARY RESIDENTIAL PROPERTY ~ Any one- or two-family house, townhouse, or condominium located in this state which is owner-occupied by such homeowner.

~~Strikethrough~~ denotes deletions

Underlining denotes additions

§ 270-28. Ownership eligibility requirements.

The following ownership eligibility requirements must be met in order to qualify for the first-time homebuyer exemption:

A. The property must be owned by a first-time homebuyer or homebuyers and used as their primary residence. If title to the property is transferred to someone other than the heirs or distributees of the homebuyer(s) during the term of the exemption, the exemption will be discontinued.

B. The combined income of all the owners, and of any of the owners' spouses residing on the property, for the income tax year immediately preceding the date of application for exemption may not exceed the income limits defined by the state of New York mortgage agency low interest rate mortgage program in the non-target, one and two person household category for the county where such property is located and in effect on the contract date for the purchase and sale of such property \$81,830.00.

§ 270-29. Property use requirements.

The following property use requirements must be met in order to qualify for the first-time homebuyer exemption:

A. The property must be a newly constructed or reconstructed one- or two-family house, townhouse or condominium that is owner-occupied.

B. Other than for reconstruction projects, the home must never have been occupied previously.

C. No portion of an otherwise eligible single-family home may be leased for any purpose, or used primarily for nonresidential purposes, during the time the exemption applies. In either case, the exemption shall be discontinued.

§ 270-30. Sales price and exemption limits.

The maximum sales price of an eligible newly constructed residence must not exceed the purchase price limits defined by the state of New York mortgage agency low interest rate mortgage program in the non-target, one family new category for the county where such property is located and in effect on the contract date for the purchase and sale of such property \$399,370.00 to qualify for exemption. Newly constructed residences purchased by first-time homebuyers at a sales price greater than the maximum eligible sales price shall qualify for exemption for that portion of the sales price equal to the maximum eligible sales price; provided, however, that any newly constructed residence purchased at a sales price greater than fifteen percent above the maximum eligible sales price \$459,275.00 shall not be allowed any exemption.

~~Strikethrough~~ denotes deletions

Underlining denotes additions

§ 270-31. Reconstruction exemption.

The exemption for reconstructed, altered or improved residential property is limited solely to the increase in assessed value attributable to such reconstruction, alteration or improvement, provided that the total market value of the property after the project completion does not exceed fifteen percent above the maximum eligible sales price \$459,275.00. To be eligible for this exemption on existing homes, the first-time homebuyer must have provided for such reconstruction, alteration or improvement as part of the sale contract of the home or entered into a written contract for such work within 90 days of the purchase of the property. The value of such reconstruction, alteration or improvement must be greater than \$3,000.00 and cannot include the value of ordinary maintenance and repairs.

§ 270-32. Required construction start date and other time requirements.

Property must be constructed or reconstructed by a first-time homebuyer on or before December ~~31, 2022~~ 30, 2010, unless such purchase is made pursuant to a binding written contract entered into on or before such date, and after November 28, 2001. First-time homebuyers who first received this exemption prior to December ~~31, 2022~~ 2016, will continue to receive the exemption according to the established schedule below. First-time homebuyers of existing homes seeking the exemption on the basis of reconstruction, alteration or improvement of the property must either have provided for such work in their purchase contract or enter into a written contract for such work within 90 days after the purchase of the home.

§ 270-33. Calculation of exemption.

A. City of Newburgh taxes and special ad valorem levies. The following is the exemption schedule:

Years of Exemption	Percentage of Assessed Valuation Exempt From Taxation
1	50%
2	40%
3	30%
4	20%
5	10%
6 or more	0%

B. City of Newburgh special assessments. No exemption allowed.

~~Strikethrough~~ denotes deletions

Underlining denotes additions

§ 270-34. Applications for exemption.

Such exemption shall be granted only upon application by the owner on a form prescribed by the State Board of the Office of Real Property Services to the City of Newburgh Assessor, submitted on or before the appropriate taxable status date and approval of such application by the Assessor.

SECTION 4 - VALIDITY

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

SECTION 5 - EFFECTIVE DATE

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

SECTION 6 - FILING

In addition to the Office of the New York State Secretary of State, copies of this Local Law shall be filed with the State Board of the Office of Real Property Services and the City of Newburgh Assessor.

~~Strikethrough~~ denotes deletions
Underlining denotes additions

KeyCite Yellow Flag - Negative Treatment
Proposed Legislation

McKinney's Consolidated Laws of New York Annotated
Real Property Tax Law (Refs & Annos)
Chapter 50-a. Of the Consolidated Laws
Article 4. Exemptions
Title 2. Private Property

McKinney's RPTL § 457

§ 457. Exemption for first-time homebuyers of newly constructed homes

Effective: December 31, 2016

Currentness

1. Newly constructed primary residential property purchased by one or more persons, each of whom is a first-time homebuyer and has not been married to a homeowner in the three years prior to applying for this first-time homeowners exemption, shall be exempt from taxation levied by or on behalf of any county, city, town, village or school district in which such newly constructed residential property is located, provided the legislative body or governing board of such county, city, town or village, after public hearing, adopts a local law, or a school district, other than a school district to which article fifty-two of the education law applies, adopts a resolution providing therefor. The length of such exemption shall be set forth in such local law or resolution, but in no event shall it exceed five years. Such exemption shall be computed in accordance with the following table:

Year of Exemption	Percentage assessed
Valuation exempt from tax	
1	50
2	40
3	30
4	20
5	10
6 or more	0

A copy of such local laws or resolutions shall be filed with the commissioner and the assessor of such county, city, town, or village who prepares the assessment roll on which the taxes of such county, city, town, village or school district are levied.

2. (a) Any newly constructed primary residential real property within the purchase price limits defined by the state of New York mortgage agency low interest rate mortgage program in the non-target, one family new category for the county where such property is located and in effect on the contract date for the purchase and sale of such property, shall be eligible for the exemption allowed pursuant to this section.

(b) A first-time homebuyer who either as part of the written contract for sale of the primary residential property, or who enters into a written contract within ninety days after closing of the sale of the primary residence for reconstruction, alteration or improvements, the value of which exceeds three thousand dollars, to the primary residential property shall be exempt from taxation to the extent provided by this section. Such exemption shall apply solely to the increase in assessed value thereof attributable to such reconstruction, alteration or improvement provided that the assessed value after reconstruction, alteration, or improvements does not exceed fifteen percent more than the purchase price limits as defined in paragraph (a) of this subdivision. For purposes of this section the terms reconstruction, alteration and improvement shall not include ordinary maintenance and repairs.

(c) A first-time homebuyer shall not qualify for the exemption authorized pursuant to this section if the household income exceeds income limits defined by the state of New York mortgage agency low interest rate mortgage program in the non-target, one and two person household category for the county where such property is located and in effect on the contract date for the purchase and sale of such property.

(i) The term "household income" as used herein shall mean the total combined income of all the owners, and of any owners' spouses residing on the premises, for the income tax year preceding the date of making application for the exemption.

(ii) The term "income" as used herein shall mean the "adjusted gross income" for federal income tax purposes as reported on the applicant's latest available federal or state income tax return subject to any subsequent amendments or revisions, reduced by distributions, to the extent included in federal adjusted gross income, received from an individual retirement account and an individual retirement annuity; provided that if no such return was filed within the one year period preceding taxable status date, "income" shall mean the adjusted gross income that would have been so reported if such a return had been filed. For purposes of this subdivision, "latest available return" shall mean the federal or state income tax return for the year immediately preceding the date of making application, provided however, that if the tax return for such tax year has not been filed, then the income tax return for the tax year two years preceding the date of making application shall be considered the latest available.

3. Newly constructed primary residential property purchased by first-time homebuyers at a sales price greater than the maximum eligible sales price shall qualify for the exemption allowed pursuant to this section for that portion of the sales price of such newly constructed primary residential property equal to the maximum eligible sales price, provided, however, that any newly constructed primary residential property purchased at a sales price greater than fifteen percent above the

maximum eligible sales price shall not be allowed any exemption.

4. The legislative body or governing board of a county, city, town or village may adopt a local law, or a school district, other than a school district to which article fifty-two of the education law applies may adopt a resolution to provide for an increase not to exceed twenty-five per centum on the purchase price limit used for eligibility for the exemption provided for in this section.

5. No exemption shall be allowed pursuant to this section for any newly constructed primary residential property purchased by a first-time homebuyer on or after December thirty-first, two thousand twenty-two, unless such purchase is pursuant to a binding written contract entered into prior to December thirty-first, two thousand twenty-two. Provided, however, that any first-time homebuyer who is allowed an exemption pursuant to this section prior to such date shall continue to be allowed further exemptions pursuant to subdivision one of this section.

6. (a) No portion of a single family newly constructed primary residential property shall be leased during the period of time when the first-time homeowner exemption shall apply to the residence. If any portion of the single family newly constructed primary residential property is found to be the subject of a lease agreement the assessor shall discontinue any exemption granted pursuant to this section.

(b) In the event that a primary residential property granted an exemption pursuant to this section ceases to be used primarily for residential purposes or title thereto is transferred to other than the heirs or distributees of the owner, the exemption granted pursuant to this section shall be discontinued.

(c) Upon determining that an exemption granted pursuant to this section should be discontinued, the assessor shall mail a notice so stating to the owner or owners thereof at the time and in the manner provided by section five hundred ten of this chapter. Such owner or owners shall be entitled to seek administrative and judicial review of such action in the manner provided by law, provided that the burden shall be on such owner or owners to establish eligibility for the exemption.

7. Such exemption shall be granted only upon application by the owner of such building on a form prescribed by the commissioner. The application shall be filed with the assessor of the city, town, village or county having the power to assess property for taxation on or before the appropriate taxable status date of such city, town, village and county.

8. If satisfied that the applicant is entitled to an exemption pursuant to this section, the assessor shall approve the application and such primary residential property shall thereafter be exempt from taxation and special ad valorem levies as provided in this section commencing with the assessment roll prepared on the basis of the taxable status date referred to in subdivision seven of this section. The assessed value of any exemption granted pursuant to this section shall be entered by the assessor on the assessment roll with the taxable property, with the amount of the exemption shown in a separate column.

9. For purposes of this section: (a) "first-time homebuyer" means a person who has not owned a primary residential property

§ 457. Exemption for first-time homebuyers of newly constructed..., NY RP TAX § 457

and is not married to a person who has owned a residential property during the three-year period prior to his or her purchase of the primary residential property, and who does not own a vacation or investment home.

(b) "Primary residential property" means any one or two family house, townhouse or condominium located in this state which is owner occupied by such homebuyer.

(c) "Newly constructed" means an improvement to real property which was constructed as a primary residential property, and which has never been occupied and was constructed after the effective date of this section. "Newly constructed" shall also mean that portion of a primary residential property that is altered, improved or reconstructed.

Credits

(Added L.2001, c. 529, § 2, eff. Nov. 28, 2001. Amended L.2003, c. 496, § 1, eff. Sept. 9, 2003; L.2005, c. 657, § 1, eff. Sept. 16, 2005; L.2010, c. 56, pt. W, § 1, subd. (b), eff. June 22, 2010; L.2011, c. 77, § 1, eff. June 8, 2011; L.2017, c. 128, § 1, eff. July 25, 2017, deemed eff. Dec. 31, 2016.)

Notes of Decisions (4)

McKinney's R. P. T. L. § 457, NY RP TAX § 457
Current through L.2017, chapters 1 to 23, 25 to 170.

End of Document

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Instructions for Form RP-457

Application for Real Property Tax Exemption for First-Time Homebuyers of Newly Constructed Homes (Real Property Tax Law, Section 457)

Authorization for exemption

Section 457 of the Real Property Tax Law authorizes a partial exemption from real property taxation for "newly constructed homes" purchased by "first-time homebuyers." Counties, cities, towns, and villages may hold public hearings and then adopt local laws granting the exemption. School districts, other than those in the cities of New York, Buffalo, Rochester, Syracuse, and Yonkers, have the option to hold hearings and pass resolutions providing that the exemption applies to school taxes.

Eligibility for exemption

For purposes of this exemption, a "first-time homebuyer" is any person who has not owned - and whose spouse has not owned - a primary residential property during the previous three years, and who does not own a vacation or investment home. A qualifying "newly constructed home" is a one- or two-family residence, townhouse, or condominium, which was constructed after November 28, 2001, is owner-occupied, and was not previously occupied. The exemption also applies to a renovation or remodeling of an existing home purchased by a first-time homebuyer, provided the renovation or remodeling costs exceed \$3,000 and the contract for the work is contracted for within 90 days from the date of purchase.

Eligibility for the exemption also depends, in part, on the homebuyer's income and the purchase price of the home. The "household income" (defined as the total combined incomes of all of the owners and their resident spouses) may not exceed the income limits established by the State of New York Mortgage Agency (SONYMA) and in effect on the contract date for the purchase and sale of the property for its low interest mortgage program in its non-target, one and two person household category for the county where the property is located. The purchase price of the home is similarly limited, with two exceptions:

- (1) municipalities opting into the program may increase the purchase price limit by up to 25%, and
- (2) where the purchase price exceeds the applicable limit by 15% or less, the exemption may be granted as if the purchase price equaled the applicable limit (but otherwise no exemption may be granted). The applicable SONYMA limits are available on that agency's Web site (www.nyhomes.org/home/buyers). SONYMA may also be contacted at 641 Lexington Avenue, New York NY 10022 or by telephone (toll free) at 1 800 382-4663.

"Income" for purposes of this exemption is defined as the "adjusted gross income" for federal income tax purposes as reported on the applicant's latest available federal or state income tax return, subject to any subsequent amendments or revisions, reduced by any taxable amounts of distributions from individual retirement accounts or individual retirement annuities (IRAs). A copy of the income tax return(s) must be filed with the application.

Scope and duration of exemption

The exemption, if authorized, lasts for a maximum term of five years, beginning at fifty percent in the first year and declining to ten percent in the fifth and final year. A municipality that opts in to the program may also opt to grant the exemption for a shorter term. Where it is adopted, the exemption applies to taxes and special ad valorem levies; the exemption does not apply to special assessments. The exemption applies only to homes purchased or contracted for before December 31, 2016.

Filing application

Application should be filed with the city or town assessor. Application for exemption from village taxes in villages should be filed with the assessor who prepares the assessment roll used in levying village taxes. In Nassau County, application for exemption from county, town, or school district taxes should be filed with the Nassau County Board of Assessors. In Tompkins County, application for exemption from county, city, town, village, or school district taxes should be filed with the Tompkins County Division of Assessment.

Time of filing application

The application must be filed in the assessor's office on or before the appropriate taxable status date. In towns preparing their assessment roll in accordance with the schedule provided by the Real Property Tax Law, the taxable status date is March 1. In towns in Nassau County, the taxable status date is January 2. Westchester County towns have either a May 1 or June 1 taxable status date; contact the assessor. In villages and cities, the taxable status dates vary, and the appropriate assessor should be consulted for the correct date.

Once the exemption has been granted, it is not necessary to reapply for the exemption after the initial year for the exemption to continue. There is no need to reapply in subsequent years, but, if the property ceases to be used primarily for residential purposes, or if the property is a single-family residence and any portion is leased, or if title to the property is transferred to persons other than the heirs or distributees of the owner, the exemption is terminated.



SONYMA Low Interest Rate Mortgage Program*

Income and Purchase Price Limits

Effective Date: For Reservations Accepted July 7, 2017 and Until Further Notice

SONYMA REGION		COUNTY		INCOME LIMITS				PURCHASE PRICE LIMITS									
				Household Size				1 Family		2 Family		3 Family Existing		4 Family Existing			
				1 & 2 Person**		3 + Person**		New & Existing		New*** & Existing		Non-Target		Target		Non-Target	
		Non-Target	Target	Non-Target	Target	Non-Target	Target	Non-Target	Target	Non-Target	Target	Non-Target	Target	Non-Target	Target	Non-Target	Target
I BUFFALO	Cattaraugus	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580				
	Chautauque	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580				
	Erie	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580				
	Niagara	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580				
II ROCHESTER	Genesee	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580				
	Livingston	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580				
	Monroe	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580				
	Ontario	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580				
	Orleans	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580				
	Seneca	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580				
	Wayne	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580				
	Wyoming	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580				
III SYRACUSE	Yates	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580				
	Cayuga	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580				
	Cortland	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580				
	Madison	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580				
	Onondaga	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580				
IV BINGHAMTON	Oswego	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580				
	Allegany	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580				
	Broome	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580				
	Chemung	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580				
	Chenango	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580				
	Delaware	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580				
	Otsego	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580				
	Schuyler	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580				
	Steuben	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580				
	Tioga	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580				
V MID-HUDSON	Tompkins	\$75,600	\$90,720	\$86,940	\$105,840	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580				
	Columbia	\$74,600	\$89,520	\$85,790	\$104,440	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580				
	Dutchess	\$107,280	\$107,280	\$125,160	\$125,160	\$585,710	\$715,870	\$749,920	\$916,570	\$906,460	\$1,107,900	\$1,126,470	\$1,376,800				
	Greene	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580				
	Orange	\$107,280	\$107,280	\$125,160	\$125,160	\$585,710	\$715,870	\$749,920	\$916,570	\$906,460	\$1,107,900	\$1,126,470	\$1,376,800				
	Putnam	\$114,480	\$114,480	\$133,560	\$133,560	\$585,710	\$715,870	\$749,920	\$916,570	\$906,460	\$1,107,900	\$1,126,470	\$1,376,800				
	Sullivan	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580				
	Ulster	\$78,500	\$94,200	\$90,275	\$109,900	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580				



SONYMA Low Interest Rate Mortgage Program*
Income and Purchase Price Limits

Effective Date: For Reservations Accepted July 7, 2017 and Until Further Notice

SONYMA REGION	COUNTY	INCOME LIMITS Household Size				PURCHASE PRICE LIMITS							
		1 & 2 Person**		3+ Person**		1 Family New & Existing		2 Family New*** & Existing		3 Family Existing		4 Family Existing	
		Non-Target	Target	Non-Target	Target	Non-Target	Target	Non-Target	Target	Non-Target	Target	Non-Target	Target
VI CANYON	Albany	\$83,100	\$99,720	\$95,565	\$116,340	\$268,940	\$328,700	\$344,300	\$420,810	\$416,160	\$508,640	\$517,160	\$632,090
	Montgomery	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580
	Rensselaer	\$83,100	\$99,720	\$95,565	\$116,340	\$268,940	\$328,700	\$344,300	\$420,810	\$416,160	\$508,640	\$517,160	\$632,090
	Saratoga	\$83,100	\$99,720	\$95,565	\$116,340	\$268,940	\$328,700	\$344,300	\$420,810	\$416,160	\$508,640	\$517,160	\$632,090
	Schenectady	\$83,100	\$99,720	\$95,565	\$116,340	\$268,940	\$328,700	\$344,300	\$420,810	\$416,160	\$508,640	\$517,160	\$632,090
	Schoharie	\$83,100	\$99,720	\$95,565	\$116,340	\$268,940	\$328,700	\$344,300	\$420,810	\$416,160	\$508,640	\$517,160	\$632,090
VII MOHAWK VALLEY	Clinton	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580
	Essex	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580
	Franklin	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580
	Fulton	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580
	Hamilton	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580
	Herkimer	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580
	Jefferson	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580
	Levy	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580
	Oneida	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580
	St. Lawrence	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580
VIII DOWNSTATE	Warren	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580
	Washington	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580
	Rockland	\$124,320	\$124,320	\$145,040	\$145,040	\$585,710	\$715,870	\$749,920	\$916,570	\$906,460	\$1,107,900	\$1,126,470	\$1,376,800
IX LONG ISLAND	Westchester	\$133,680	\$133,680	\$155,960	\$155,960	\$585,710	\$715,870	\$749,920	\$916,570	\$906,460	\$1,107,900	\$1,126,470	\$1,376,800
	Nassau	\$132,960	\$132,960	\$155,120	\$155,120	\$585,710	\$715,870	\$749,920	\$916,570	\$906,460	\$1,107,900	\$1,126,470	\$1,376,800
X NEW YORK CITY	Suffolk	\$132,960	\$132,960	\$155,120	\$155,120	\$585,710	\$715,870	\$749,920	\$916,570	\$906,460	\$1,107,900	\$1,126,470	\$1,376,800
	Bronx	\$114,480	\$114,480	\$133,560	\$133,560	\$585,710	\$715,870	\$749,920	\$916,570	\$906,460	\$1,107,900	\$1,126,470	\$1,376,800
	Kings	\$114,480	\$114,480	\$133,560	\$133,560	\$585,710	\$715,870	\$749,920	\$916,570	\$906,460	\$1,107,900	\$1,126,470	\$1,376,800
	New York	\$114,480	\$114,480	\$133,560	\$133,560	\$585,710	\$715,870	\$749,920	\$916,570	\$906,460	\$1,107,900	\$1,126,470	\$1,376,800
	Queens	\$114,480	\$114,480	\$133,560	\$133,560	\$585,710	\$715,870	\$749,920	\$916,570	\$906,460	\$1,107,900	\$1,126,470	\$1,376,800
	Richmond	\$114,480	\$114,480	\$133,560	\$133,560	\$585,710	\$715,870	\$749,920	\$916,570	\$906,460	\$1,107,900	\$1,126,470	\$1,376,800

* Applicants whose incomes are within these limits will receive the Achieving the Dream interest rate when applying for a Home for Veterans or Graduate to Homeownership loan.

** Household size is determined by the number of persons in the household including children, regardless of age. For example, a married couple with one two-year old child would use the 3+ person household limit.

*** For target areas only. New Two Families are not permitted in non-target areas.

Kelson, Michelle

From: Majewski, Joanne
Sent: Friday, September 08, 2017 10:02 AM
To: Mack, Kathryn
Cc: Kelson, Michelle
Subject: RE: Tax Exemption first Tome Homebuyer

Since 2010, there have been 8 applications for this exemption, with 7 approved. (1 was denied for exceeding income limits).

Currently for the 2017 roll, 5 property owners continue to receive the exemption. There were no new applications in 2017; and if there are no further applications, there will be 4 owners receiving the exemption for the 2018 roll year.

Approved applications were as follows for each assessment roll year:

2010	1
2011	0
2012	1
2013	1
2014	1
2015	2
2016	1
2017	0

From: Mack, Kathryn
Sent: Thursday, September 7, 2017 8:47 PM
To: Majewski, Joanne <JMajewski@cityofnewburgh-ny.gov>
Cc: Kelson, Michelle <MKelson@cityofnewburgh-ny.gov>
Subject: Tax Exemption first Tome Homebuyer

Hi Joanne,

At the council meeting tonight a question was brought up with regards to how many people have applied for the above exemption in the last five years??

Thanks
Katie

Sent from my Verizon 4G LTE smartphone

RESOLUTION NO.: 291 - 2017

OF

OCTOBER 10, 2017

A RESOLUTION DEDICATING A PORTION OF JOHNSTON STREET
FROM FARRINGTON STREET TO SOUTH STREET
AS BISHOP MOTHER VIRGINIA BOWMAN WAY

WHEREAS, Bishop Mother Virginia Bowman was very deeply committed to helping those who were less fortunate in the City of Newburgh, New York and was blessed with an entrepreneurial spirit; and

WHEREAS, after finding her true calling and being ordained at the age of 31, Mother Bowman continued to preach for 12 years traveling from city to city and found her way to Newburgh, New York where she founded the All Nations Church of the Living God which signified that all nationalities were welcome; and

WHEREAS, The All Nations Church of the Living God originally conducted services in a storefront on Water Street and relocated to Montgomery Street, which location was lost to Urban Renewal leading Mother Bowman and Elder Bowman to move the congregation to Johnston Street where they oversaw the construction of a new Church which became the first African-American Church to be built from the ground up in Newburgh and was reconstructed in its entirety in 1985 after a devastating fire in 1983; and

WHEREAS, Mother Bowman was a foster parent to countless children and adults, taking in innumerable homeless individuals into her home and providing shelter and meals often sleeping on the floor of her home so that others could have a warm bed; and

WHEREAS, it is fitting and appropriate that Mother Bowman's life and work be permanently memorialized by the City of Newburgh to serve as a reminder of the principles she represented;

NOW, THEREFORE, BE IT RESOLVED, in recognition of Mother Bowman's dedicated service to the Newburgh Community, that the portion of Johnston Street from Farrington Street to South Street be dedicated to her honor, as Bishop Mother Virginia Bowman Way, and that an unveiling of signage indicating this dedication be held, with appropriate ceremony, at a date to be coordinated by Mother Bowman's family; and that a copy of this resolution be forwarded to her 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.: 292 -2017

OF

OCTOBER 10, 2017

**A RESOLUTION ADOPTING A MORATORIUM ON THE FORMAL HONORING OF
ANY PERSONS BY CEREMONIAL STREET NAMING
BY THE CITY COUNCIL OF THE CITY OF NEWBURGH**

WHEREAS, the Newburgh City Council on March 10, 1924, moved and inspired by the sacrifices of the U.S. military in World War I, resolved that in the future, streets in our city be named only for "those heroes who died that their country might live"; and

WHEREAS, Council members in the 21st Century nevertheless are frequently asked to name streets after residents' loved ones; and

WHEREAS, there are a variety of ways to honor people who have contributed to the welfare of the City of Newburgh, including the planting of trees in their name; the presentation to them of ceremonial "keys to the City"; a declaration of a [John Doe] Day" in the City; the presentation to them of a ribbon or medal containing the "Seal of the City"; the affixing of a plaque on a building where they lived or worked, telling of their accomplishments; the naming or renaming of a City building after them; the sponsorship of a dinner, concert, "roast" or picnic in their honor; the presentation to them of Certificates of Appreciation, and other methods;

NOW, THEREFORE, BE IT RESOLVED that the Newburgh City Council shall not name streets after living persons, nor after deceased persons who have not died in active military duty; and

BE IT FURTHER RESOLVED that there be a moratorium on the formal honoring of any persons, living or dead, except by means other than ceremonial street naming, until the Council devises a list of required qualifications such as a written list of what the person accomplished; where and when the person was born and how many years he or she lived in Newburgh; whether or not a written request for such an honor has been presented, and by whom; and other qualifications as decided upon by the Council.