



CITY OF NEWBURGH
COUNCIL MEETING AGENDA
SESION GENERAL DEL CONSEJAL

August 13, 2018
7:00 PM

Mayor/Alcaldesa

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

City Clerk:/Secretaria de la Ciudad

3. Roll Call / Lista de Asistencia

Communications/Comunicaciones

4. Approval of the minutes of the special meeting of June 28, 2018 & regular City Council Meeting on July 9th 2018
5. City Manager Update

Presentations/Presentaciones

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

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

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

6. Resolution No. 191 -2018 Central Hudson Agreement for additional Street lighting on Walsh's Rd and Dickson St.

A Resolution Authorizing the City Manager to Executive an Amendment to the Street Lighting Authority Order with CH Energy Group, Inc.
(George Garrison)

7. Ordinance No.3 - 2018 Street Sweeping Schedule/Signage Change

Ordinance amending Section 288-36.1(C) of the Code of Ordinances of the City of Newburgh to change the hours of parking prohibited during street cleaning operations on Ann Street from Liberty Street to Mill Street. (George Garrison)

Una Ordenanza enmendando Sección 288-36.1(C) del Código de Ordenanzas de la Ciudad de Newburgh para cambiar las horas de estacionamiento prohibido durante operaciones de limpieza de calles en la

Calle Ann desde la Calle Liberty hasta la Calle Mill. (George Garrison)

8. Resolution No. 192- 2018 Former Consolidated Iron Cleanup Site Groundwater Sampling Proposal with The Chazen Companies

Resolution authorizing the City Manager to accept a proposal with The Chazen Companies to conduct additional groundwater sampling for emerging contaminants and periodic review of the engineering and institutional controls at the delisted Consolidated Iron Superfund site at a cost of \$20,950.00. (Jason Morris)

Una resolución autorizando al Gerente de la Ciudad a aceptar una propuesta con la Compañía Chazen para realizar nuevas tomas de muestras de aguas subterráneas para contaminantes emergentes y revisión periódica de ingeniería y los controles institucionales en el área del Superfondo "Consolidated Iron" a un costo de \$20,950.00. (Jason Morris)

9. Resolution No. 193 - 2018 Proposal with QUEST for indoor Air Monitoring at 492 Broadway and 22 Grand Street

Resolution authorizing the City Manager to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. for an indoor environmental assessment for 22 Grand Street and 492 Broadway at a cost of \$18,120.00 and amending Resolution No: 333-2017, the 2018 budget for the City of Newburgh, New York to transfer funding from General Fund Contingency to Municipal Buildings (Jason Morris)

Una resolución autorizando al Gerente de la Ciudad a aceptar una propuesta y ejecutar un acuerdo con "Quality Environmental Solutions & Technologies, Inc." Para una evaluación ambiental interior para la 22 de la Calle Grand y 492 de Broadway por un costo de \$18,120.00 y enmendando Resolución No: 333-2017, el presupuesto del 2018 para la Ciudad de Newburgh, Nueva York para transferir fondos del Fondo General de Contingencia para Edificios Municipales. (Jason Morris)

10. Resolution No. 194 -2018 Liberty & Grand Street Sewer Separation Project Change Orders 1G & 2G with METRA Industries

Resolution authorizing the City Manager to execute change orders No.1G for a time extension and No. 2G to increase the contract amount by \$71,354.58 with METRA Industries for construction of the Liberty and Grand Streets Sanitary Sewer Improvements Project. (Jason Morris)

Una resolución autorizando al Gerente Municipal a ejecutar cambio de ordenes No. 1G para una extensión de tiempo y No. 2G para incrementar el monto del contrato pro \$71,354.58 con "METRA Industries" para la construcción del Proyecto de Mejoras de Alcantarillado Sanitario para las Calles Liberty y Grand. (Jason Morris)

11. Resolution No. 195 -2018 Liberty & Grand Street Sewer Separation Project Update and Execution of Proposal with Barton & Loguidice for Additional Construction Phase Services

Resolution authorizing the City Manager to execute an amendment to a contract with Barton & Loguidice, D.P.C. for professional engineering services in an additional amount not to exceed \$254,000.00 for additional construction phase administration services in the Liberty Street and Grand Street Sanitary Sewer Improvements Project (Jason Morris)

Una resolución autorizando al Gerente Municipal a ejecutar una enmienda de un contrato con Barton & Loguidice, D.P.C. para servicios profesionales de ingeniería en una cantidad adicional que no exceda \$254,000.00 para servicios administrativos adicionales de la fase de construcción del Proyecto de Mejoras de Alcantarillados de Sanidad de la Calle Liberty y Calle Grand. (Jason Morris)

12. Resolution No. 196 - 2018 Budget Transfer from Water Contingency - water main investigation

Resolution amending Resolution No: 333 - 2017, the 2018 budget for the City of Newburgh, New York to transfer \$80,000.00 from Water Fund Contingency to Water Distribution Department - Other Expenses to fund a water main investigation (Katie Mack & Wayne Vradenburgh)

Una resolución enmendando Resolución No. 333-2017, el presupuesto del 2018 para la Ciudad de Newburgh, Nueva York para transferir \$80,000.00 del Fondo de Contingencia del Agua al Departamento de Distribución de Agua – Otros Gastos para financiar una investigación de la cañería principal. (Katie Mack y Wayne Vradenburgh)

13. Resolution No. 197 -2018 - Personnel Book Amendment - Water Department

Resolution amending the 2018 Personnel Analysis Book to add one Water Maintenance Supervisor to Distribution (8340) in the City of Newburgh Water Department. (Wayne Vradenburgh & Katie Mack)

Una resolución enmendando el Libro de Análisis de Personal del 2018 para agregar un Supervisor de Mantenimiento de Agua a Distribución (8340) en el Departamento de Agua de la Ciudad de Newburgh. (Wayne Vradenburgh y Katie Mack)

14. Resolution No. 198 -2018 Amendment to 2018 Budget Resolution 333-2017 - surplus water meter sale

Resolution amending Resolution No: 333-2017, the 2018 Budget for the City of Newburgh, New York to adjust the Water Fund for funds received from the sale of a surplus water meter (Katie Mack)

Una resolución enmendando Resolución No.333-2017, el presupuesto para la Ciudad de Newburgh, Nueva York para reconciliar el fondo de agua para los fondos recibidos de la venta de un medidor de agua excedente. (Katie Mack)

15. Resolution No. 199 - 2018 Amending 2018 Budget for PFOS Litigation costs

Resolution amending Resolution No: 333-2017, the 2018 Budget for the City of Newburgh, New York to transfer \$130,000.00 from available personnel

savings based on the Comptroller's analysis from the Water Department Fund(s) and amending the 2018 Water Budget by increasing Water Fund Balance and PFOS Litigation by \$670,000 to cover anticipated expenses through 2018. (Michelle Kelson & Katie Mack)

Una resolución enmendando Resolución No. 333-2017, el presupuesto del 2018 para la Ciudad de Newburgh, Nueva York para transferir \$130,000.00 disponibles de los ahorros del personal basados en los análisis de la contralora de los fondos del Departamento de Agua y enmendando el presupuesto del Agua del 2018 incrementando el balance del fondo de agua y litigación de PFOS por \$670,000 para cubrir gastos anticipados a través del 2018 (Michelle Kelson y Katie Mack)

16. Resolution No. 200 -2018 to Renew Life Insurance Policies

Resolution authorizing the City Manager to enter into a contract with Prudential Insurance Company to provide life insurance coverage for employees currently covered for a two year renewal period (Katie Mack)

Una resolución autorizando al Gerente de la Ciudad a entrar en un contrato con la Compañía "Prudential Insurance" para proporcionar cobertura de seguros de vida para empleados actualmente cubiertos por un periodo de renovación de dos años (Katie Mack)

17. Resolution No. 201- 2018 Ricoh Copiers

Resolution authorizing the City Manager to execute a lease agreement with RICOH USA, Inc. for copiers in the Police Department, Fire Department and Code Compliance Bureau at a cost of \$972.56 per month for a period of 36 months. (Katie Mack)

Una resolución autorizando al Gerente de la Ciudad a ejecutar un acuerdo de arrendamiento con RICOH USA, Inc. Para copiadoras en el Departamento de Policía, Departamento de Bomberos y Buro de Cumplimiento del Código a un costo de \$972.56 por mes por un periodo de 36 meses. (Katie Mack)

18. Resolution No. 202 - 2018 Standard Work Day Reporting-Retirement

Resolution establishing a standard work day for elected and appointed officials which will be reported to the New York State and Local Employees' Retirement System. (Katie Mack)

Una resolución estableciendo un día laborable estándar para funcionarios elegidos y designados que serán reportados al Estado de Nueva York y el Sistema del Retiro de los Empleados Locales. (Katie Mack)

19. Resolution No. 203- 2018 Award RFP for Carnival Rides @ International Festival

Resolution authorizing the award of a bid and execution of a contract with Shamrock Shows, Inc. for amusement rides, attractions and concessions at the City of Newburgh 30th International Festival. (Katie Mack)

Una resolución autorizando la entrega de una licitación y ejecución de un contrato con Shamrock Shows, Inc. Para juegos, atracciones y concesiones en el trigésimo Festival Internacional de la Ciudad de Newburgh. (Katie Mack)

20. Resolution No. 204 - 2018 Amendment to 2018 Budget Resolution 333-2017 - Fire Department Insurance Recovery

Resolution amending Resolution No: 333-2017, the 2018 Budget for the City of Newburgh, New York to adjust for insurance recovery funds allocated to Insurance Recoveries to be applied to Fire Department Motor Vehicle Repairs (Katie Mack)

Una resolución enmendando Resolución No. 333-2017 del Presupuesto del 2018 para la Ciudad de Newburgh, Nueva York para reconciliar fondos de recuperación de seguros asignados a las recuperaciones de seguros para ser aplicados a las reparaciones de vehículos motorizados del Departamento de Bomberos. (Katie Mack)

21. Resolution No. 205 - 2018 Personnel Book amendment -Temporary Firefighter

Resolution amending the 2018 Personnel Analysis Book to add one (1) Firefighter position on a temporary basis in the City of Newburgh Fire Department. (Katie Mack)

Una resolución enmendando el Libro de Análisis del Personal del 2018 para agregar un (1) puesto de Bombero en base temporal al Departamento de Bomberos de la Ciudad de Newburgh. (Katie Mack)

22. Resolution No. 206 -2018 Purchase of 36 Hasbrouck Street

Resolution to authorizing the conveyance of real property known as 36 Hasbrouck Street (Section 38, Block 3, Lot 46) at private sale to Michael Conners for the amount of \$5,000.00. (Deirdre Glenn)

Una resolución autorizando el traspaso de bienes raíces conocidas como la 36 de la Calle Hasbrouck (Sección 38, Bloque 3, Lote 46) en una venta privada a Michael Conners por la cantidad de \$5,000.00. (Deirdre Glenn)

23. Resolution No. 207- 2018 - Purchase of 89 West Van Ness Street

Resolution to authorize the conveyance of real property known as 89 West Van Ness Street (Section 26, Block 5, Lot 5) at private sale to Lorena Santos, Marco Torres and Ricardo Santos for the amount of \$20,000.00. (Deirdre Glenn)

Una resolución que autorice el traspaso de bienes raíces conocidas como la 89 de la Calle West Van Ness (Sección 26, Bloque 5, Lote 5) en una venta privada a Lorena Santos, Marco Torres y Ricardo Santo por la cantidad de \$20,000.00. (Deirdre Glenn)

24. Resolution No. 208 - 2018 Purchase of 40 William Street

Resolution to authorize the conveyance of real property known as 40 William

Street (Section 38, Block 2, Lot 33) at private sale to Dawn M. Liberi for the amount of \$11,000.00. (Deirde Glenn)

Una resolución que autorice el traspaso de bienes raíces conocidos como la 40 de la Calle William (Sección 38, Bloque 2, Lote 33) en una venta privada a Dawn M. Liberi por el monto de \$11,000.00. (Deirdre Glenn)

25. Resolution No. 209 -2018 Purchase of 152 South Street

Resolution to authorize the conveyance of real property known as 152 South Street (Section 11, Block 3, Lot 16) at private sale to Ju Young Oh and Min Sung Kang for the amount of \$5,070.00. (Deirdre Glenn)

Una resolución que autorice el traspaso de bienes raíces conocidos como la 152 de la Calle South (Sección 11, Bloque 3, Lote 16) en una venta privada a Ju Young Oh y Min Sung Kang por el monto de \$5,070.00. (Deirdre Glenn)

26. Resolution No. 210 -2018 Purchase of 112 Johnston Street

Resolution to authorize the conveyance of real property known as 112 Johnston Street (Section 18, Block 10, Lot 12) at private sale to Eric Hiltner for the amount of \$7,500.00. (Deirdre Glenn)

Una resolución para autorizar el traspaso de bienes raíces conocidos como la 112 de la Calle Johnston (Sección 18, Bloque 10, Lote 12) en una venta privada a Eric Hiltner por el monto de \$7,500.00. (Deirdre Glenn)

27. Resolution No. 211 -2018 109 S. William Street - Site Development Agreement

A resolution authorizing the City Manager to Execute a site development agreement with BOM Newburgh, LLC for the Transfer and redevelopment of property located at 109 South William Street (Section 45, Block 5, Lot 5)

Una resolución autorizando al Gerente de la Ciudad a ejecutar un acuerdo de desarrollo de sitio con BOM Newburgh, LLC para la transferencia y reurbanización de la propiedad ubicada en la 109 de la Calle South William (Sección 45, Bloque 5, Lote 5)

28. Resolution No. 212 - 2018 License Agreement with the Newburgh Community Land Bank for Use of 182 Broadway for an "Artist in Vacancy" Art Installation

Resolution authorizing the City Manager to enter into a license agreement with the Newburgh Community Land Bank for use and access to 182 Broadway (Section 30, Block 1, Lot 32) as a display site for its Artist in Vacancy Initiative. (Deirdre Glenn)

Una resolución autorizando al Gerente de la Ciudad a entrar en un acuerdo de licenciatura con el Banco Agrario Comunitario de Newburgh para uso y acceso a la 182 de Broadway (Sección 30, Bloque 1, Lote 32) como un sitio de exhibición para su iniciativa Artistas en Vacancia. (Deirdre Glenn)

29. Resolution No. 213 - 2018 Extension to rehabilitate 31 Liberty Street, W.H.

Resolution authorizing a six month extension of time to rehabilitate the

premises known as 31 Liberty Street, W.H. (Section 45, Block 7, Lot 21) in the City of Newburgh. (Michelle Kelson & Deirdre Glenn)

Una resolución autorizando una extensión de seis meses para rehabilitar las instalaciones conocidas como la 31 de la Calle Liberty, W.H. (Sección 45, Bloque 7, Lote 21) en la Ciudad de Newburgh. (Michelle Kelson y Deirdre Glenn)

30. Resolution No. 214 - 2018 - Extension to rehabilitate 28 Courtney Avenue

Resolution authorizing a one year extension of time to rehabilitate the premises known as 28 Courtney Avenue (Section 48, Block 3, Lot 24) in the City of Newburgh. (Michelle Kelson & Deirdre Glenn)

Una resolución autorizando una extensión de tiempo por un año para rehabilitar las instalaciones conocidas como la 28 de la avenida Courtney (Sección 48, Bloque 3, Lote 24) en la Ciudad de Newburgh. (Michelle Kelson y Deirdre Glenn)

31. Resolution No. 215 -2018 - Extension to rehabilitate 120 Johnston Street

Resolution authorizing an extension of time to rehabilitate the premises known as 120 Johnston Street (Section 18, Block 10, Lot 1) in the City of Newburgh. (Michelle Kelson & Deirdre Glenn)

Una resolución autorizando una extensión de tiempo por un año para rehabilitar las instalaciones conocidas como la 120 de la Calle Johnston (Sección 18, Bloque 10, Lote 1) en la Ciudad de Newburgh. (Michelle Kelson y Deirdre Glenn)

32. Resolution No. 216 - 2018 Extension to rehabilitate 127 Johnston Street

Resolution authorizing an extension of time to rehabilitate the premises known as 127 Johnston Street (Section 18, Block 2, Lot 21) in the City of Newburgh. (Michelle Kelson & Deirdre Glenn)

Una resolución autorizando una extensión de tiempo para rehabilitar las instalaciones conocidas como la 127 de la Calle Johnston (Sección 18, Bloque 2, Lote 21) en la Ciudad de Newburgh. (Michelle Kelson y Deirdre Glenn)

33. Resolution No. 217 -2018 Extensions to rehabilitate four properties owned by M&N Newburgh Development LLC

Resolution authorizing extensions of time to rehabilitate the premises known as 11 Lutheran Street (Section 29, Block 9, Lot 8), 41 Lutheran Street (Section 29, Block 3, Lot 12), 141 Chambers Street (Section 18, Block 4, Lot 19) and 66 Johnston Street (Section 23, Block 7, Lot 21) in the City of Newburgh. (Michelle Kelson & Deirdre Glenn)

Una resolución autorizando extensiones de tiempo para rehabilitar las instalaciones conocidas como la 11 de la Calle Lutheran (Sección 29, Bloque 9, Lote 8), 41 de la Calle Lutheran (Sección 29, Bloque 3, Lote 12), 141 de la Calle Chambers (Sección 18, Bloque 4, Lote 19) y la 66 de la Calle Johnston (Sección 23, Bloque 7, Lote 21) en la Ciudad de Newburgh.

(Michelle Kelson y Deirdre Glenn)

34. Resolution No. 218 -2018 Release of Restrictive Covenants - 20 Grove Street

Resolution authorizing the execution of a Release of Restrictive Covenants and Right of Re-entry from a deed issued to Magaly Aguirre to the premises known as 20 Grove Street (Section 26, Block 8, Lot 10) (Michelle Kelson)

Una resolución autorizando la ejecución de la liberación de cláusulas restrictivas y el derecho de reingreso de un título emitido a Magaly Aguirre a las instalaciones conocidas como la 20 de la Calle Grove (Sección 26, Bloque 8, Lote 10) (Michelle Kelson)

35. Resolution No. 219 -2018 Release of Covenants & Satisfaction of Judgment - 48 & 50 City Terrace

Resolution authorizing the City Manager to execute a satisfaction of judgment and Releases of Restrictive Covenants and Right of Re-Entry in connection with the sale of the premises located at 48 and 50 City Terrace (Section 29, Block 5, Lots 38 & 39) to Joseph W. Ariano. (Michelle Kelson)

Una resolución autorizando al Gerente Municipal a ejecutar una satisfacción del juicio y las liberaciones de cláusulas restrictivas y derecho de reingreso en conexión con la venta de las instalaciones ubicadas en la 48 y 50 de City Terrace (Sección 29, Bloque 5, Lotes 38 y 39) a Joseph W. Ariano. (Michelle Kelson)

36. Resolution No. 220 - 2018 Resolution No. 220- 2018 Release of Restrictive Covenants -- 162 First Street

Resolution authorizing the execution of a Release of Restrictive Covenants and Right of Re-entry from a deed issued to Salvatore Randazzo to the premises known as 162 First Street (Section 23, Block 7, Lot 16) (Michelle Kelson)

Una resolución autorizando la ejecución de la liberación de cláusulas restrictivas y derecho de reingreso de un título emitido a Salvatore Randazzo para las instalaciones conocidas como la 162 de la Calle First (Sección 23, Bloque 7, Lote 6) (Michelle Kelson)

37. Resolution No. 221 - 2018 Release of Restrictive Covenants - 130 Third Street

Resolution authorizing the execution of a Release of Restrictive Covenants and Right of Re-entry from a deed issued to 144 Tercera Corp. to the premises known as 130 Third Street (Section 18, Block 9, Lot 13) (Michelle Kelson)

Una resolución autorizando la ejecución de la liberación de cláusulas restrictivas y derecho de reingreso de un título emitido a 144 Tercera Corp. Para las instalaciones conocidas como la 130 de la Calle Tercera (Sección 18, Bloque 9, Lote 13) (Michelle Kelson)

38. Resolution No. 222 - 2018 Release of Restrictive Covenants - 152 Third

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 152 Third Street (Section 18, Block 10, Lot 9) (Michelle Kelson)

Una resolución autorizando la ejecución de la liberación de Clausulas restrictivas y derecho de reingreso de un título emitido a Malina Nealis para las instalaciones conocidas como la 152 de la Calle Tercera (Sección 18, Bloque 10, Lote 9) (Michelle Kelson)

39. Resolution No. 223 - 2018 Satisfaction of Mortgage - 121 Third Street

Resolution authorizing the settlement of a mortgage from Elizabeth Obie to the City of Newburgh and authorizing the City Manager to execute a Satisfaction of Mortgage in connection with the premises located at 121 Third Street (Section 23, Block 4, Lot 3) (Michelle Kelson)

Una resolución autorizando la liquidación hipotecaria de Elizabeth Obie a la Ciudad de Newburgh y autorizando al Gerente de la Ciudad a ejecutar una Satisfacción Hipotecaria en conexión con las instalaciones ubicadas en la 121 de la Calle Third (Sección 23, Bloque4, Lote 3) (Michelle Kelson)

40. Resolution No. 224 -2018 Satisfaction of Mortgage - 33 Chambers Street

Resolution authorizing the settlement of a mortgage from Lloyd G. Sandiford and Jennifer E. Loeb to the City of Newburgh and authorizing the City Manager to execute a Satisfaction of Mortgage in connection with the premises located at 33 Chambers Street (Section 30, Block 4, Lot 17) (Michelle Kelson)

Una resolución autorizando la liquidación hipotecaria de Lloyd G. Sandiford y Jennifer E. Loeb a la Ciudad de Newburgh y autorizando al Gerente de la Ciudad a ejecutar un Satisfacción Hipotecaria en conexión con las instalaciones ubicadas en la 33 de la Calle Chambers (Sección 30, Bloque 4, lote 17) (Michelle Kelson)

41. Resolution No. 225 -2018 - Satisfaction of Mortgage- 14 Palatine Ave

Resolution authorizing the City Manager to execute a Satisfaction in connection with a mortgage issued to Denzil Alexander and Celestine Alexander and Paddy M. Alexander for premises located at 14 Palatine Avenue (Section 13, Block 4, Lot 14)

Una resolución autorizando al gerente de la ciudad a ejecutar una satisfacción en conexión con una hipoteca emitida a Denzil Alexander y Celestine Alexander y Paddy M. Alexander para las instalaciones ubicadas en la 14 de la Avenida Palatine (Sección 13, Bloque 4, Lote 14)

42. Resolution No. 226 -2018 Larkin \$100,000 Community Policing Grant

Resolution authorizing the City Manager to accept a SFY 2018-2019 New York State Senate Initiative Grant from Senator William Larkin in the amount of \$100,000.00 with no City match for police-community relations. (Chief Douglas Solomon)

Una resolución autorizando al Gerente de la Ciudad a aceptar una Subvención de Iniciativa del Estado de Nueva York del Senador William Larkin por el monto de \$100,000.00 para relaciones policiales-comunitarias el cual no requiere que la Ciudad iguale los fondos. (Jefe Douglas Solomon)

43. Resolution No. 227 -2018 Amendment No. 2 Extension of NYS DEC Catskill Aqueduct Water Reimbursement Contract

Resolution authorizing the City Manager to enter into Amendment No. 2 to the agreement with the New York State Department of Environmental Conservation to extend the term of the agreement for reimbursement of the cost of water purchased from the New York City Catskill Aqueduct. (Michelle Kelson)

Una resolución autorizando al Gerente de la ciudad a entrar en la Enmienda No. 2 para el acuerdo con el Departamento de Conservación Ambiental del Estado de Nueva York para extender el plazo del acuerdo para reembolso del costo del agua comprado del acueducto del Catskill de la Ciudad de Nueva York. (Michelle Kelson)

44. Resolution No. 228-2018 Cities RISE Phase II Grant

Resolution authorizing the City Manager to apply for and accept if awarded a Cities for Responsible Investment and Strategic Enforcement Phase II grant from Enterprise Community Partners, Inc. for technical assistance to facilitate capacity building in code enforcement strategies through the Office of the New York State Attorney General (Deirdre Glenn)

Una resolución autorizando al Gerente de la Ciudad a solicitar y aceptar si es otorgado una subvención de Ciudades para Inversiones Responsables y Ejecución Estratégica Fase II del “Enterprise Community Partners, Inc.” para asistencia técnica para facilitar el desarrollo de capacitación en las estrategias de aplicación del código por medio de la Oficina del Procurador General del Estado de Nueva York (Deirdre Glenn)

45. Resolution No. 229-2018

A Resolution Reappointing Thomas J. Murphy to the Municipal Civil Service Commission of the City of Newburgh.

46. Resolution No. 230-2018 Authorizing Settlement of Water Claim

A Resolution Authorizing settlement of a water bill with an out-of-city account for the amount of twenty-seven thousands and five hundred dollars (\$27,500.00).

47. Resolution No. 231-2018 Authorizing the City Manager to Execute a Payment of Claim

A Resolution Authorizing the City Manager to Execute a Payment of Claim with Dupar Realty in the Amount of \$10,298.43.

48. Resolution No. 232-2018 Authorizing the City Manager to Execute a Consent Agreement and Final Order with The United States Environmental Protection Agency

A Resolution Authorizing the City Manager to Execute a Consent Agreement and Final Order with The United States Environmental Protection Agency to Resolve Violations Under the State Pollutant Discharge Elimination System Permit No. NYR20A240.

49. Resolution No. 233 - 2018

A Resolution of the City Council of the City of Newburgh, New York Supporting the 2018 Youthbuild Grant Application of Blacc Vanilla Community Foundation (BVCF), in Partnership with Best Resources, Inc. and Rupco, to the New York State Department of Labor's Youthbuild Program, under the Workforce Innovation and Opportunity Act for a Pre-Apprenticeship Program with Occupational Skills Training, Leadership Development, and Post Program Placement Opportunities.

50. Resolution No. 234 - 2018 -Best Resource Center, Inc. - Agreement for youth employment

Resolution authorizing the City Manager to enter into an agreement with Best Resource Center, Inc. to provide workforce development employment opportunities for City youth in the Department of Public Works for the summer of 2018. (Michelle Kelson & George Garrison)

Una resolución autorizando al Gerente de la Ciudad a entrar en un acuerdo con "Best Resource Center, Inc. Para proporcionar oportunidades de empleo para el desarrollo laboral para la juventud de la Ciudad en el Departamento de Obras Públicas para el verano del 2018. (Michelle Kelson y George Garrison)

Old Business: / Asuntos Pendientes

New Business: / Nuevos Negocios

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

Adjournment/ Aplazamiento:

RESOLUTION NO.: 191-2018

OF

AUGUST 13, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
AN AMENDMENT TO THE STREET LIGHTING AUTHORITY ORDER
WITH CH ENERGY GROUP, INC.**

WHEREAS, it has become necessary to amend the Street Lighting Authority Order entered into with Central Hudson Gas & Electric Corporation n/k/a CH Energy Group, Inc., adding additional street lighting on Walsh Road in the area of Dickson Street; and

WHEREAS, there will be a cost to the City of Newburgh of approximately \$30.00 per year for this change;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute an amendment to the Street Lighting Authority Order with CH Energy Group, Inc.

ORDINANCE NO.: 3 - 2018

OF

AUGUST 13, 2018

AN ORDINANCE AMENDING SECTION 288-36.1(C) OF THE CODE OF ORDINANCES
OF THE CITY OF NEWBURGH TO CHANGE
THE HOURS OF PARKING PROHIBITED DURING STREET CLEANING OPERATIONS
ON ANN STREET FROM LIBERTY STREET TO MILL STREET

BE IT ORDAINED by the City Council of the City of Newburgh that:

Section 1. Section 288-36.1 "Parking prohibited during street cleaning operations" of the Code of the City of Newburgh be and hereby is amended as follows:

§ 288-36.1. Parking prohibited during street cleaning operations.

A. The City shall be divided into two sections, as defined below:

(1) Section 1: All streets to the south of a line beginning at the western City line and continuing east on Broadway to the intersection of Broadway and West Street continuing north on West Street to the intersection of West Street and South Street continuing east on South Street to the intersection of South Street and Robinson Avenue/Route 9W and continuing south on Robinson Avenue/Route 9W to the intersection of Robinson Avenue/Route 9W and Broadway continuing east along Broadway to the intersection of Broadway and Washington Place and continuing south along Washington Place to the intersection of Washington Place and Washington Street and continuing east on Washington Street to the Hudson River.

(2) Section 2: All streets to the north of a line beginning at the western City line and continuing east on Broadway to the intersection of Broadway and West Street continuing north on West Street to the intersection of West Street and South Street continuing east on South Street to the intersection of South Street and Robinson Avenue/Route 9W and continuing south on Robinson Avenue/Route 9W to the intersection of Robinson Avenue/Route 9W and Broadway continuing east along Broadway to the intersection of Broadway and Washington Place and continuing south along Washington Place to the intersection of Washington Place and Washington Street and continuing east on Washington Street to the Hudson River.

B. There shall be alternate-side-of-the-street parking on each and every street of the City as set forth herein:

(1) In Section 1 of the City as described in Subsection A(1) above, vehicles shall only be parked, stopped or left standing on the side of the street having odd building numbers on Mondays between the hours of 8:00 a.m. and 3:00 p.m.

Underlining denotes additions

~~Strikethrough~~ denotes deletions

- (2) In Section 1 of the City as described in Subsection A(1) above, vehicles shall only be parked, stopped or left standing on the side of the street having even building numbers on Tuesdays between the hours of 8:00 a.m. and 3:00 p.m.
- (3) In Section 2 of the City as described in Subsection A(2) above, vehicles shall only be parked, stopped or left standing on the side of the street having odd building numbers on Wednesdays between the hours of 8:00 a.m. and 3:00 p.m.
- (4) In Section 2 of the City as described in Subsection A(2) above, vehicle shall only be parked, stopped or left standing on the side of the street having even building numbers on Thursdays between the hours of 8:00 a.m. and 3:00 p.m.

C. The following exceptions shall apply to the requirements set forth in Subsection B above:

- (1) No person shall park, stop or leave standing any vehicle on the north side of Broadway on Tuesday, Thursday and Saturday between the hours of 3:00 a.m. and 6:00 a.m. and on the south side of Broadway on Monday, Wednesday, Friday and Sunday between the hours of 3:00 a.m. and 6:00 p.m.
- (2) Vehicles shall only be parked, stopped or left standing on the sides of William Street, South William Street, Liberty Street and Mill Street having odd building numbers on Mondays between the hours of 8:00 a.m. and 11:00 a.m.
- (3) Vehicles shall only be parked, stopped or left standing on the sides of William Street, south William Street, Liberty Street and Mill Street having even building numbers on Tuesdays between the hours of 8:00 a.m. and 11:00 a.m.
- (4) No person shall park, stop or leave standing any vehicle on the west side of Dubois Street from Broadway to First Street on Monday, Wednesday and Friday between 8:00 a.m. and 3:00 p.m., and no person shall park, stop or leave standing any vehicle on the east side of Dubois street from Broadway to First Street on Tuesday and Thursday between 8:00 a.m. and 3:00 p.m. No person shall park, stop or leave standing any vehicle on the west side of Dubois Street from Third Street to South Street on Monday, Wednesday and Friday between 8:00 a.m. and 3:00 p.m. and no person shall park, stop or leave standing any vehicle on the east side of Dubois Street from Third Street to South Street on Tuesday and Thursday between 8:00 a.m. and 3:00 p.m.
- (5) Vehicles shall only be parked, stopped or left standing on the side of Ann Street between Liberty Street and Mill Street having odd building numbers on Mondays between the hours of 8:00 a.m. and 11:00 am.
- (6) Vehicles shall only be parked, stopped or left standing on the side of Ann Street between Liberty Street and Mill Street having even building numbers on Tuesdays between the hours of 8:00 a.m. and 11:00 a.m.

Section 2: This ordinance shall take effect immediately.

Underlining denotes additions
~~Strikethrough~~ denotes deletions

RESOLUTION NO.: 192 - 2018

OF

AUGUST 13, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT A PROPOSAL WITH THE CHAZEN COMPANIES TO CONDUCT
ADDITIONAL GROUNDWATER SAMPLING FOR EMERGING CONTAMINANTS
AND PERIODIC REVIEW OF THE ENGINEERING AND INSTITUTIONAL CONTROLS
AT THE DELISTED CONSOLIDATED IRON SUPERFUND SITE
AT A COST OF \$20,950.00**

WHEREAS, the United States Environmental Protection Agency and the New York State Department of Environmental Conservation approved the Site Management Plan for the Consolidated Iron Superfund Site, and subsequently delisted the site in December of 2014; and

WHEREAS, provisions in Site Management Plan requires the City of Newburgh to conduct groundwater sampling, a topographical survey and an initial periodic review of the engineering and institutional controls at the delisted Consolidated Iron Superfund Site; and

WHEREAS, by Resolution No. 267-2015 of October 26, 2015 and Resolution No. 125-2017 of May 22, 2017, the City Council approved a contract with The Chazen Companies to conduct groundwater sampling, a topographical survey and periodic reviews of the engineering and institutional controls at the delisted Consolidated Iron Superfund Site; and

WHEREAS, the United States Environmental Protection Agency and the New York State Department of Environmental Conservation have requested additional groundwater sampling for certain emerging contaminants at the delisted Consolidated Iron Superfund Site; and

WHEREAS, The Chazen Companies has submitted a proposal to conduct such groundwater sampling and periodic review of the engineering and institutional controls at the delisted Consolidated Iron Superfund Site at a cost of \$20,950.00 with funding to be derived from A.1440.0448.0003; and

WHEREAS, this Council has determined that accepting such proposal and entering into a contract for such work is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and enter into a contract with The Chazen Companies to conduct groundwater sampling for emerging contaminants and periodic review of the engineering and institutional controls at the delisted Consolidated Iron Superfund Site at a cost of \$20,950.00.

June 29, 2018

Revised July 20, 2018

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

Re: Consolidated Iron and Metal Site – Annual Sampling
EPA Site Number: NY0002455756
NYSDEC Site Number: 336055
Project #: 41548.00

Dear Mr. Morris,

Chazen Engineering, Land Surveying & Landscape Architecture Co., D.P.C. (Chazen) appreciates this opportunity to continue providing groundwater sampling and reporting support for the former Consolidated Iron and Metal Site in the City of Newburgh, Orange County, New York. The work will closely match field services provided during the past two sampling events.

Separately, NYSDEC has asked for one-time sampling event of select site wells for per- and polyfluoroalkyl substances (PFAS) and 1, 4-dioxane, for which NYSDEC has required submission and approval of a work plan prior to sampling. Sampling for PFAS will require replacing existing sample tubing installed in wells with a PFAS-free source of tubing, followed by a rest period recommended of approximately 2 months, before sample collection.

Our task numbers below follow prior task assignments.

Task 005 - 2018 Groundwater Sampling

Chazen will conduct one round of groundwater sampling from the ten existing on-site groundwater monitoring wells. Wells will be purged using low-flow sampling methods. Water quality parameters will be recorded while purging to assure stabilized flow through well screens into dedicated sample tubing. Purge water will be decanted to the ground based on permission received previously from NYSDEC.

Collected samples will be placed on ice and submitted to an ELAP certified laboratory for standard turnaround with Class A data deliverables under standard chain-of-custody procedures. The samples will be submitted for analysis of TCL-VOC, TCL-SVOC, TAL-Metals, PCBs, and Pesticides using appropriate NYS CLP-ASP methods.

Quality Assurance (QA) samples will also be collected and submitted for analysis. QA sampling will consist of a field duplicate and an equipment blank (from the water level indicator) submitted for analysis of each suite of parameters, an MS/MSD sample for VOC and SVOC analysis, a trip blank for VOCs only, and a temperature blank (for the shipment integrity).

Task-006- 2018 Periodic Review Report (PRR)

Chazen will perform a visual assessment and evaluation of the site's existing Engineering and Institutional Controls while on site for the Task 005 sampling. Primary features observable on site include condition of the soil cover system and integrity of the perimeter fence. Chazen will discuss with the City any noted concerns prior to finalization of the Periodic Review Report (PRR).

The PRR will be prepared in general accordance with the applicable NYSDEC guidance, including Certification by a PE that the EC/IC requirements are being met. The groundwater sampling report and visual inspection and site photolog will be included in the PRR along with recommendations, if any. A draft of the PRR will be submitted to the City for review and comment before the final document is finalized for submission.

Task 007 – PFAS and 1,4-Dioxane Sampling Work Plan

NYSDEC has asked Newburgh to propose sampling for a "select number of existing monitoring wells" for PFAS and 1,4-dioxane. Accordingly, Chazen will develop a short work plan proposal for submittal to NYSDEC, suggesting analysis of one well distant from the shoreline (upgradient) and two wells near the shoreline (downgradient), for a total of 3 groundwater samples. Minimizing the numbers of wells to sample is important because PFAS and 1,4-dioxane analyses are costly, at approximately \$250 and \$150 per sample, respectively. Sampling for PFAS can occur during Task 005 sampling provided that Chazen visits the site several weeks before conducting Tasks 005 and 007 to replace existing sample tubing with PFAS-free tubing.

Our budget estimate is based on sampling of three wells, plus analysis of four QC samples, ASP Level B laboratory reporting, and data validation. Until our sampling plan is formally approved, our budget remains approximate.

Sample results will be summarized in a brief letter report suitable for City submission to NYSDEC. Validated raw data will also be submitted electronically to NYSDEC using their online EQUIS system.

SCHEDULE:

We can initiate work on the Task 007 Work Plan within two weeks of receipt of authorization to proceed and would exchange tubing in wells approved for PFAS sampling upon receipt of protocol approval. We recommend then waiting not less than 6 weeks to allow groundwater equilibration with the new tubing, at which time we will collect Task 005 and Task 007 samples.

COSTS

Chazen can complete the scope requested in the RFP as specified in this proposal for the lump sum price of **\$20,950**.

Task	Labor, Field Materials and Travel	Lab Estimate	Total
Task 5 Routine Sampling	\$3,100	\$7,700	\$10,800
Task 6 2018 PRR	\$2,600	N/A	\$2,600
Task 7 PFAS/dioxane work plan, sampling, report	\$4,300	\$3,250	\$7,550
Totals	\$10,000	\$10,950	\$20,950

ASSUMPTIONS AND LIMITATIONS

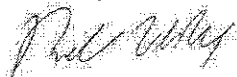
No additional Site-Specific Work Plan or Quality Assurance Project Plan is required for submission to NYSDEC or the USEPA. The current approved SMP is sufficient to meet the project Data Quality Objectives. Site access will be readily provided. Based on the SMP, Class B deliverable data packages, independent third party data validation, and Data Usability Summary Reports (DUSPs) are not required for the project. Since no intrusive work is required nor anticipated for the project no site-specific HASP prepared in accordance with OSHA 1910 is required for this task. Chazen will prepare an internal safe work plan with task hazard analyses for our use for the survey, site inspection, and groundwater sampling events. All field work will be conducted by Chazen Science, Engineering, or Environmental Professionals at non-Prevailing Wage rates. No sales taxes are applicable to this work. The PRR will be completed in general accordance with NYSDEC guidance and submitted to NYSDEC. Our scope includes one iteration of comments and revisions, only. Lab fees assume and include Chazen's contract management fee.

This proposal assumes NYSDEC will accept sampling of just 3 of your wells for their PFAS and 1,4-dioxane site review, plus 4 QC samples (for a total of 7 sample analytical samples).

AGREEMENT

Since we have worked on this site previously and have signed our standard consulting agreement for this site, we require only a signature authorization below to authorize this work under the prior agreement conditions. Please feel free to call me at any time at 845 486-1551 or on my cell, or my colleague Kevin McGrath, PG, at 518-266-7370.

Sincerely,



Russell Urban-Mead, P.G.
Senior Hydrogeologist / VP, Environmental Services

cc: Kevin McGrath, P.G. and Will Olsen, P.G.

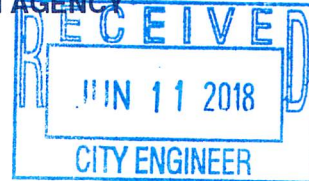
Authorizing Signature

Date



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 2
290 BROADWAY
NEW YORK, NY 10007-1866



JUN - 8 2018

Jason C. Morris, PE
City Engineer
83 Broadway
Newburgh, New York 12550

Re: Consolidated Iron and Metal Site; Annual Groundwater Sampling

Dear Jason:

This is in response to the recommendation made in the Periodic Review Report for the Consolidated Iron and Metal site, dated November 8, 2017, whereby the City of Newburgh has requested to change the frequency of groundwater sampling and analysis from annually to once every three years. Although the rationale provided with the request has validity, to date there have only been two rounds of groundwater sampling performed under the operations, maintenance, and monitoring (OM&M) provisions of the site management plan (SMP) for the site. The New York State Department of Environmental Conservation (NYSDEC) generally requires three annual rounds of sampling before considering a reevaluation of the sampling schedule. Additionally, EPA will be performing its second Five Year Review of the site in 2019, and an additional round of groundwater sampling in addition to the two already reported will be necessary to adequately evaluate chemical trends in the site groundwater since the last five year review was performed in 2014. As such, EPA and NYSDEC is requiring that a third annual round of groundwater sampling and analysis be performed this year (2018) and that your request for changing the groundwater sampling frequency be resubmitted for our evaluation in the next Periodic Review Report.

If you have any questions about this matter, please do not hesitate to contact me (212-637-4278).

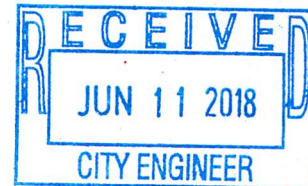
Sincerely yours,

Michael J. Negrelli
Remedial Project Manager
New York Remediation Branch

Cc: W. Mizerak - NYSDEC

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Environmental Remediation, Remedial Bureau C
625 Broadway, 11th Floor, Albany, NY 12233-7014
P: (518) 402-9662 | F: (518) 402-9679
www.dec.ny.gov



June 5, 2018

Jason C. Morris, PE
City Engineer
83 Broadway
Newburgh, NY 12550

RE: Request for sampling of Emerging Contaminants
Consolidated Iron and Metal
Site No. 336055

Dear Mr. Morris:

The New York State Department of Environmental Conservation (DEC) is undertaking a Statewide evaluation of remediation sites to better understand the risk posed to New Yorkers by 1,4-dioxane and per- and polyfluoroalkyl substances (PFAS). PFAS have historically not been evaluated at remediation sites, and 1,4-dioxane has not been evaluated at the levels that are now thought to represent a health concern. This initiative is being undertaken as a result of these "emerging contaminants" having been found in a number of drinking water supplies in New York. Accordingly, the DEC is requiring that you test site groundwater for these chemicals. To accommodate this requirement, a select number of existing monitoring wells, representative of the potential of the above-referenced site to be a source of these emerging contaminants, must be sampled. DEC recommends that at least one of these wells should be upgradient of the site.

The attached guidance provides information on the analytical methods and reporting requirements. A second guidance document describes special precautions that need to be considered when sampling for PFAS.

Please prepare a draft letter work plan that identifies the wells proposed for sampling, brief description of the sampling methods, and anticipated sampling date within the next 60 days. If you wish to discuss the scope of the requested water testing, please contact me at 518-402-9657 or wayne.mizerak@dec.ny.gov.

Sincerely,

Wayne D. Mizerak
Project Manager
Remedial Bureau C
Division of Environmental Remediation



Department of
Environmental
Conservation

RECEIVED
JAN 10 2007

ecc: Omorogbe, Amen (no attachments)
Negrelli, Mike (EPA) (with attachments)

RESOLUTION NO.: 193 - 2018

OF

AUGUST 13, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL AND EXECUTE AN AGREEMENT WITH QUALITY ENVIRONMENTAL SOLUTIONS & TECHNOLOGIES, INC. FOR AN INDOOR ENVIRONMENTAL ASSESSMENT FOR 22 GRAND STREET AND 492 BROADWAY AT A COST OF \$18,120.00 AND AMENDING RESOLUTION NO: 333-2017, THE 2018 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK TO TRANSFER FUNDING FROM GENERAL FUND CONTINGENCY TO MUNICIPAL BUILDINGS

WHEREAS, the City of Newburgh wishes to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. (QUES&T) to conduct an indoor environmental assessment for buildings located at 22 Grand Street and 492 Broadway; and

WHEREAS, the proposal includes evaluation, sampling and assessment for mold and volatile organic compounds and remediation plans, if required; and

WHEREAS, the cost for these services will be \$18,120.00 and funding shall be derived from A.1620.0448 – Municipal Buildings; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. to conduct an indoor environmental assessment for buildings located at 22 Grand Street and 492 Broadway at a cost of \$18,120.00; and

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

	<u>Decrease</u>	<u>Increase</u>
A.1900.1900 Contingency	<u>\$18,120.00</u>	
A.1620.0448 – Municipal Buildings		<u>\$18,120.00</u>
TOTAL:	\$18,120.00	\$18,120.00

QuES&T

Quality Environmental Solutions & Technologies, Inc.

August 1, 2018

Jason C. Morris, PE
City of Newburgh
City Engineer
83 Broadway
Newburgh, New York 12550

Re: Microbial/Moisture Assessment and VOC Sampling 492 Broadway & 22 Grand Street, Newburgh, NY

Dear Jason,

Thank you for the opportunity to discuss the needs of The City of Newburgh in the environmental consulting and remediation services area. Quality Environmental Solutions & Technologies, Inc. is pleased to submit the attached proposal to provide a Mold Assessment and VOC Sampling and analysis at your 22 Grand Street and 492 Broadway, Newburgh, NY locations. QuES&T offers a wide range of environmental consulting, training, testing and "Turn-Key" Remediation Project services to the public and private commercial-industrial business sector.

QuES&T is a NYS Certified Minority Business Enterprise committed to remaining a leader in the environmental training and technical consulting industry. QuES&T's extensive Nuclear Power Industry experience makes us uniquely qualified to provide technical support in state-of-the-art techniques for engineering and contamination control. Additionally, this experience enables us to integrate the essential concepts of "critical path" schedules and minimizing personnel exposures while maintaining a high level of attention to the specific details of each project. QuES&T personnel satisfy numerous ANSI and NUREG experience requirements of the Nuclear Regulatory Commission. Our staff has served in various capacities in the Health Physics and Nuclear Engineering disciplines in operational power reactors, nuclear powered vessels, radio-pharmaceuticals and government prototypes.

We are confident you recognize that selection of a qualified technical consultant for professional services, such as pre-construction inspection, project design, project management and air monitoring, represents a step as critical as selecting a reputable environmental remediation contractor. QuES&T feels strongly that the success of any remediation project is defined primarily in the planning and design phase. A technically sound project design combined with proper oversight provides the most cost-effective solution and ensures the gains recognized are not at the expense of future liability to The City of Newburgh.

In this regard, QuES&T has successfully completed remediation projects, for our client companies, in support of Nuclear and Fossil commercial power plant maintenance outages, facility renovation and demolition, cGMP facility upgrades, recovery from contamination following catastrophic events (e.g. steam line explosions, fires), school building renovations, Corporate asbestos management programs, facility Operations & Maintenance (O&M) programs, UST removals, sub-surface investigations, contaminated soil remediation, LBP stabilization and commercial/residential asbestos & lead abatements.

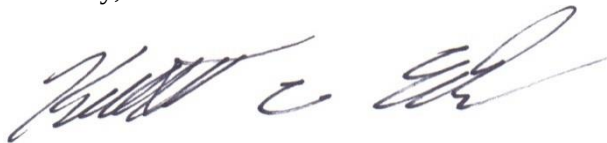
Technical consulting services are available in the area of regulatory compliance audits, OSHA safety, air monitoring, respiratory protection, laboratory services, building hazard assessments (EPA, HUD, commercial), LBP Risk Assessments, management plans, NYS/NESHAP pre-demolition inspections and full scope project management; including development of remediation response actions and management of all required project and personnel records. Our staff of experienced environmental professionals can prepare all required specifications and procedures to ensure your programs comply with federal, state and municipal regulatory requirements.

QuES&T offers a wide range of OSHA and environmental safety training. Our full range of asbestos safety certification training ensures that our client's employees receive the appropriate training to maximize their safety and minimize your liability. QuES&T offers accredited initial and refresher training programs for Operations & Maintenance (O&M), Asbestos Abatement Workers and Supervisors, Project Monitors, Asbestos Project Sampling Technicians (RH-II), Asbestos Project Designers, Asbestos Inspectors (RH-III) and Management Planners. Our accredited training facility (EPA, NYS) contains the most modern equipment to support the hands-on portion of each training program. On-site training services are available for groups of at least twenty-five students and can be tailored to meet the specific needs of The City of Newburgh.

QuES&T provides a full range of services in the area of Respiratory Protection. Our technical staff has extensive experience in the development of regulatory compliance programs for NUREG 0041 and OSHA 1910.134 Respiratory Protection Programs. Quantitative or qualitative respirator fit services can be provided at QuES&T's facility or yours.

For additional information concerning any of our services, please contact me. We look forward to working with The City of Newburgh in the environmental consulting and remediation services area.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Kenneth C. Eck', with a stylized flourish at the end.

Kenneth C. Eck CIH, CSP, CFPS, CHMM, DABFE, FACFEI, LEED AP
Director, Safety, Environmental and Educational Services

QuES&T to provide the following services:

Indoor Environmental Assessment 22 Grand Street and 492 Broadway

Task I – Mold Assessment

- Provide a New York State Certified Mold Assessor to perform a visual inspection of 22 Grand Street and 492 Broadway, Newburgh, NY in accordance with Article 32 of the New York State Labor Law to “discover mold, conditions that facilitate mold, indicia of conditions that are likely to facilitate mold or any combination thereof.” The visual inspection may include the use of a borescope to examine interior wall cavities and a FLIR Thermal Imaging Camera to identify areas of moisture. Where possible a Delmhorst Moisture Survey meter will be used to verify the findings of the visual and IR survey’s.
- Swab/tape lift/bulk samples shall be collected from areas of suspected microbial growth based upon the findings of the visual inspection. Samples shall be collected using a sterile swab to wipe an area not to exceed 4 x 4 inch's or a Gel Tape to collect a tape lift. Samples shall be analyzed by optical microscopy for total fungal spore counts and cultured for viable fungal spore counts on Malt Extract Agar (MEA) and Dichloran 18% Glycerol Agar (DG-18) plates. Samples collected shall be submitted to Q-labs of Metuchen, NJ for analysis on a standard 7-10 day turnaround time.
- Air samples shall be collected and analyzed for total fungal spore counts. Two (2) additional blank samples shall be included for QA/QC purposes. Samples shall be collected using Air-O-Cell microbial sampling cassettes and forwarded to Q-Labs of Metuchen, NJ for analysis on a standard 5-7 day turnaround time.
- Provide a written report of the findings of the assessment of 22 Grand Street and 492 Broadway, Newburgh, NY for review and consideration by the City of Newburgh.

Task II– Development of a Mold Remediation Plans (if applicable)

- In accordance with Article 32 of the New York State Labor Law, in the event that a mold “project” is identified, a Mold Remediation Plan will be provided for review and consideration by the City of Middletown. “Project means mold remediation, mold assessment, or mold abatements, of areas greater than ten square feet but does not include (a) routine cleaning or (b) construction, maintenance, repair or demolition ... for purposes other than mold remediation or abatement”

Task III Volatile Organic Compounds Assessment

- Provide a Certified Industrial Hygienist (CIH) to conduct a visual inspection of the target properties to identify conditions which may impact the indoor environmental quality. The inspection will include the preparation of a chemical inventory at the two sites.
- Conduct sampling for TVOCs using Method T0-15 of the United States Environmental Protection Agency (USEPA), using a clean evacuated mini-canister and calibrated time release regulator. Upon completion of the sampling period the samples will be sent to Galson Laboratories, East Syracuse, NY for analysis.

- Provide a written report of the findings for review and consideration by the client.

Project Notes:

- ☐ Two weeks advance notice of project start is required to ensure that proper equipment and sampling supplies can be obtained.
- ☐ Mileage will be billed at a rate of \$ 0.550 for actual mileage traveled.
- ☐ Any additional services provided to the client will be billed at standard company rates plus travel, tolls, materials, samples and miscellaneous expenses.
- ☐ OT Rate Applies to hours: > 8 hrs/day; > 40 hrs/wk; Weekends & Holidays
- ☐ Labor will be billed at half day and full day rates.
- ☐ Client will be responsible for any damage or loss to sampling equipment.
- ☐ Taxes are not included in this proposal.
- ☐ 5% fuel and insurance surcharge will be added to the final invoice

Estimated Cost:

Task I – Mold Assessment

CIH Labor (8 hrs @ \$175/hr)	\$ 1,400.00
IH Technician (2 tech @ \$500/Day)	\$ 1,000.00
Thermal Imaging Camera (1 @ \$225/day)	\$ 225.00
Swab/Tape Lift/Bulk Samples (\$190.00/Ea. NTE 18)	\$ 3,420.00*
Total Fungal Spore Traps (\$ 80/Ea. NTE 25)	\$ 2,000.00
Report Fee	\$ 650.00
Travel, Shipping, Supplies, Misc.	\$ 275.00

Task I Estimated Total \$8,970.00

Actual billing will be based on the amount of samples collected.

Task II – Development of a Mold Remediation Plans

Mold Remediation Plans	\$ 900.00
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Task II Estimated Total \$ 900.00

Task III – Volatile Organic Compound Sampling and Analysis

CIH Labor (8 Hours @ \$ 175.00)	\$ 1,400.00
IH Technician Labor (2 tech @ \$500/Day)	\$ 1,000.00
Total Volatile Organic Compounds Sample (\$650/Ea. NTE)	\$ 5,850.00

Task III Estimated Total \$ 8,250.00

**ACCEPTANCE OF PROPOSAL
Proposal No. P18-5877**

Payment Terms: Payment Shall Be Net 30 Days; Following Delivery Of Letter Report. To Execute This Agreement, Please Review, Sign, Date & Return Two Copies. A fully executed copy will be sent for your records. Late Payments Shall Be Assessed a Penalty of 1.5% per Month.

City of Newburgh – Designated Representative

By _____
Signature Print Name & Title Date

Quality Environmental Solutions & Technologies, Inc.

By _____
Signature Kenneth C. Eck, Dir. EH&S Date

RESOLUTION NO.: 194 - 2018

OF

AUGUST 13, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
CHANGE ORDERS NOS. 1G FOR A TIME EXTENSION AND NO. 2G TO
INCREASE THE CONTRACT AMOUNT BY \$71,354.58
WITH METRA INDUSTRIES FOR THE CONSTRUCTION OF
THE LIBERTY AND GRAND STREETS SANITARY SEWER IMPROVEMENTS PROJECT**

WHEREAS, the City of Newburgh proposes to 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, by Resolution No. 277-2017 of October 10, 2017, the City Council of the City of Newburgh awarded the base bid for construction of the Liberty and Grand Streets Sanitary Sewer Improvements Project (the "Project") to Metra Industries, for the amount of \$3,248,115.00; and

WHEREAS, by Resolution No. 15-2018 of January 22, 2018, the City Council amended Resolution No. 277-2017 to award Additive Bid No. 1A - Water Services Replacement in the amount not to exceed \$50,000.00 for the replacement of lead and water copper services associated with the Project to Metra Industries for a total contract price of \$3,298,115.00; and

WHEREAS, due to the discovery of unknown existing underground utilities encountered during construction design changes were required for the Project resulting in the need for an extension of time of 36 days to complete the Project and additional work which will increase the total cost of the Project by \$71,354.58 to a total contract price of \$3,369,469.58 and requires 2 change orders to the contract; and

WHEREAS, funding for the change orders Project shall be derived from EFC Loan C3-7332-75/76; GL Code: HG1.8120.0200.8202.2015;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to execute Change Order No. 1G to increase the contract term by 36 days until October 2, 2018 and Change Order No. 2G increasing the total contract price by \$71,354.58 to a total contract price of \$3,369,469.58 in connection with the Metra Industries construction contract for the Liberty and Grand Streets Sanitary Sewer Improvements Project.

Change Order

No. **1G**

Date of Issuance: 6/21/2018

Effective Date: 6/21/2018

Project: Liberty and Grand Streets Sewer Improvements	Owner: City of Newburgh	Owner's Contract No.: 1G
Contract: General Construction	Date of Contract: October 23, 2017	
Contractor: Metra Industries, 50 Muller Pl. Little Falls Passaic New Jersey	Engineer's Project No.: 1352.005.002	

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Time extension due to design changes

Attachments (list documents supporting change):

Time extension letter request from Metra

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$3,298,115.00

Increase from previously approved Change Orders:

\$0

Contract Price prior to this Change Order:

\$

Increase of this Change Order:

\$

Contract Price incorporating this Change Order:

\$

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☒ Calendar days

Substantial completion (days or date): 8/27/2018

Ready for final payment (days or date): 10/26/2018

Increase from previously approved Change Orders

Substantial completion (days): 36

Ready for final payment (days): 36

Contract Times prior to this Change Order:

Substantial completion (days or date): 8/27/18

Ready for final payment (days or date): 10/26/18

Increase of this Change Order:

Substantial completion (days or date): 10/2/18

Ready for final payment (days or date): 12/1/18

Contract Times with all approved Change Orders:

Substantial completion (days or date): 10/2/18

Ready for final payment (days or date): 12/1/18

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

Date: 7/3/18

Approved by Funding Agency (if applicable):

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: [Signature]
Contractor (Authorized)

Date: 6/28/2018

Date: _____

Metra Industries

50 Muller Place
Little Falls, New Jersey 07424
Tel: 973.812.0333
Fax: 973.812.6596

May 31, 2018

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

Re: Liberty & Grand Streets Sewer Improvements

Attention: Matthew Scavarda

Matt,

As previously discussed, Metra is requesting a time extension as a result of design changes and extra work. The original schedule (attached) shows a completion date of July 19, 2018, whereas the completion schedule (attached) based on the design changes 1 and 2 and Extra Work as previously summarized and submitted now shows a completion date of October ~~12~~ 2, 2018. Metra therefore is requesting that the City of Newburgh grant a time extension to Metra for the duration of ~~85~~ calendar days.

36

Please contact us with any questions or concerns you may have.

Respectfully,

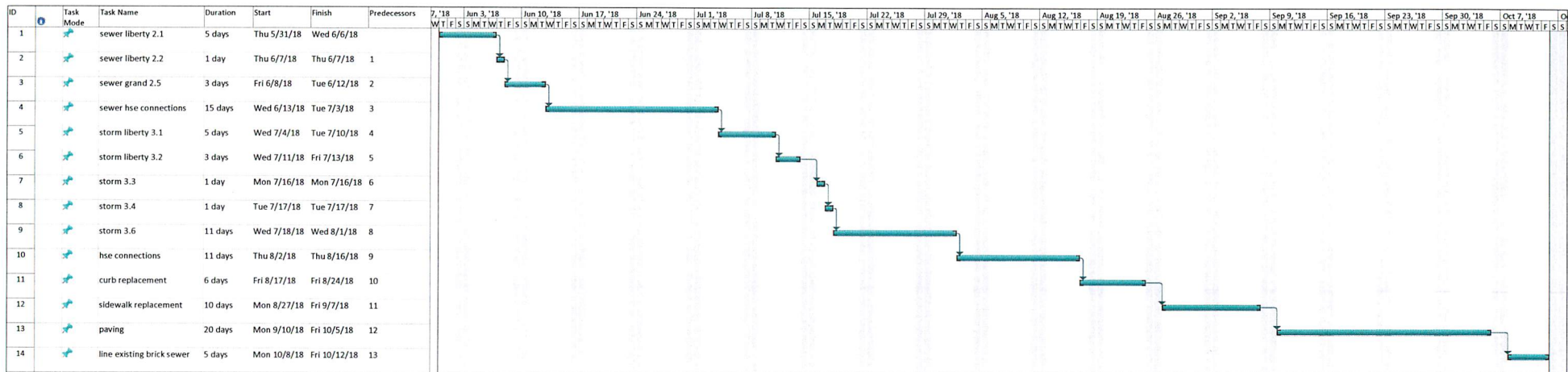


Jeff Dunn

C Jason Morris, City of Newburgh

/jsd

Transmittal Project Time Extension Request



Project: newburgh completion ex
Date: Thu 5/31/18

Task

Split

Milestone

Summary

Project Summary

External Tasks

External Milestone

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

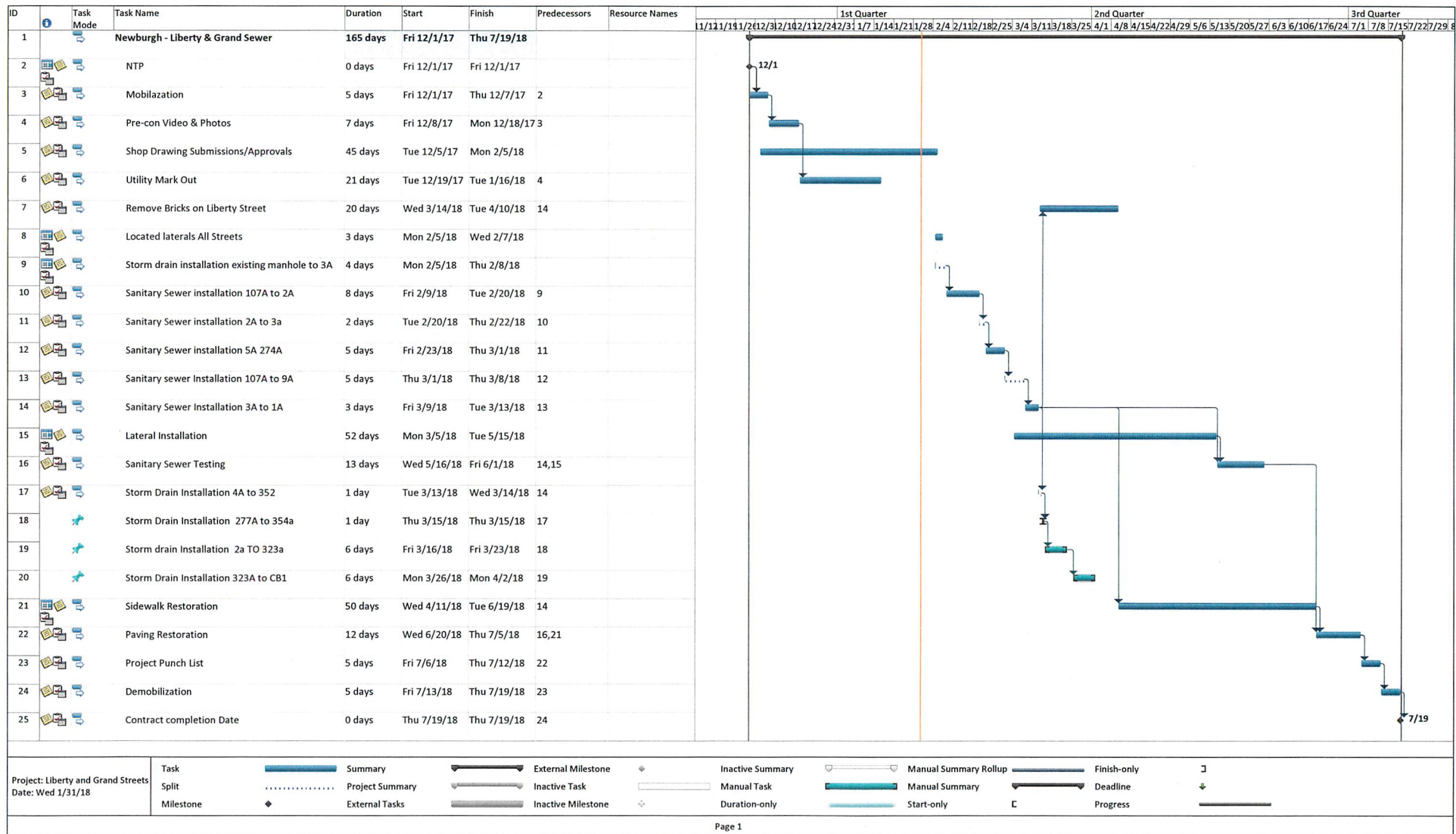
Manual Summary

Start-only

Finish-only

Deadline

Progress



Change Order

No. **2G**

Date of Issuance: 6/28/2018

Effective Date: 6/28/2018

Project: Liberty and Grand Streets Sewer Improvements	Owner: City of Newburgh	Owner's Contract No.: 1G
Contract: General Construction	Date of Contract: October 23, 2017	
Contractor: Metra Industries, 50 Muller Pl. Little Falls Passaic New Jersey	Engineer's Project No.: 1352.005.002	

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Additional costs associated with required design changes to avoid unknown existing underground Utilities.

Attachments (list documents supporting change):

Metra extra work order numbers 3, 8, 9, 10, 11, 12, 13, and design change letter.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$3,298,115.00	Original Contract Times: ☐ Working days ☒ Calendar days Substantial completion (days or date): <u>8/27/2018</u> Ready for final payment (days or date): <u>10/26/2018</u>
Increase from previously approved Change Orders: \$0	Increase from previously approved Change Orders Substantial completion (days): <u>36</u> Ready for final payment (days): <u>36</u>
Contract Price prior to this Change Order: \$3,298,115.00	Contract Times prior to this Change Order: Substantial completion (days or date): <u>8/27/18</u> Ready for final payment (days or date): <u>10/26/18</u>
Increase of this Change Order: \$71,354.58	Increase of this Change Order: Substantial completion (days or date): <u>10/2/18</u> Ready for final payment (days or date): <u>12/1/18</u>
Contract Price incorporating this Change Order: \$3,369,469.58	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>10/2/18</u> Ready for final payment (days or date): <u>12/1/18</u>

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

Date: 7/3/18

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: [Signature]
Contractor (Authorized)

Date: 6/28/2018

Approved by Funding Agency (if applicable):

Date: _____

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

Change Order No. 1G - 1

Item No.	Description	Reason for Change	Unit Quantity	\$/Unit	Total Cost	Adjusted Time (Days)
EW 3	Modify MH #5	Pipe alignment change due to utility conflict	1 ls	\$2,911.83	\$2,911.83	0
EW 8	Modify MH #281A	Pipe alignment change due to utility conflict	1 ls	\$2,911.83	\$2,911.83	0
EW 9	Modify DMH #4	Pipe alignment change due to utility conflict	1 ls	\$1,455.91	\$1,455.91	0
EW 10	2" Water Service	Repair damaged unmarked water service	1 ls	\$3,294.58	\$3,294.58	0
EW 11	Water Main repair	Contractor assisted city to repair water main	1 ls	\$3,679.48	\$3,679.48	0
EW 12	Unmarked utilities	Contractor supported unmarked utilities	1 ls	\$11,531.02	\$11,531.02	0
EW 13	Design Change	Remove and reinstall new storm sewer	1 ls	\$13,178.31	\$13,178.31	0
DC 2	Design Change	Additional costs resulting from design changes of the storm sewer	1 ls	\$32,391.62	\$32,391.62	None
Total This Change Order:					\$71,354.58	

Original Contract Amount	\$	3,298,115.00	0
Change Order No. 1A-2	\$	71,354.58	0
Revised Contract Amount	\$	3,369,469.58	0

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: 04/04/2018
Revised on: 5/8/2018, 6/27/2018

EWS: 3

Total of Extra Work (see page 3):

\$2,911.83

Location:

Clinton Street, Newburgh, NY

Description:

On April 4, 2018, Metra industries had a mainline crew installing 18" sewer pipe on Clinton Ave. It was discovered that the designed manhole #5A did not line up with the new design. We had to modify the manhole by cutting a new hole and the parge the holes with brick and mortar. This required 4 hours of extra work as a result. The modification was discussed in the field with the inspector and agreed to in lieu of ordering a new manhole, since this manhole was released prior to the design change.

Notes: 1) A time extension is requested as part of this situation. 2) Impact and extension costs are not included in this claim. Metra reserves its rights to submit for these added costs. 3) Inspection overtime must be added to our claim if inspection overtime is charged against Metra.

TYPE		Total Hours	BASE RATE	COST
SUPERINTENDENT	0	0.00	\$55.00	\$0.00
FOREMAN	1	4.00	\$46.75	\$187.00
BACKHOE OPERATOR	1	4.00	\$49.22	\$196.88
LOADER OPERATOR	1	4.00	\$47.63	\$190.52
LABORERS	2	8.00	\$46.00	\$368.00
PIPE LAYERS	0	0.00	\$46.00	\$0.00
WELDER	0	0.00	\$46.00	\$0.00
TEAMSTER	0	0.00	\$43.89	\$0.00
TOTAL LABOR				\$942.40
BENEFITS				
TYPE		Total Hours	BENEFITS	COST
SUPERINTENDENT		0.00	\$22.45	\$0.00
FOREMAN		4.00	\$25.53	\$102.12
BACKHOE OPERATOR		4.00	\$31.78	\$127.12
LOADER OPERATOR		4.00	\$31.78	\$127.12
LABORERS		8.00	\$25.53	\$204.24
PIPE LAYERS		0.00	\$25.53	\$0.00
WELDER		0.00	\$25.53	\$0.00
TEAMSTER		0.00	\$28.56	\$0.00
TOTAL BENEFITS				\$560.60
EQUIPMENT COST				
TYPE		HOURS	RATE	COST
Komatsu 400 type Backhoe	0	0.00	\$101.94	\$0.00
CAT 365 Backhoe	0	0.00	\$111.38	\$0.00
Komatsu D-65 Dozer	0	0.00	\$37.40	\$0.00
LOADER WA500	0	0.00	\$45.33	\$0.00
Backhoe Komatsu 150 Type	0	0.00	\$34.97	\$0.00
IR Drill	0	0.00	\$29.96	\$0.00
Loader Komatsu 250	0	0.00	\$30.83	\$0.00
PICK-UP TRUCK	1	4.00	\$3.20	\$12.80
TANDEM DUMP/DUMP TRUCK	0	0.00	\$24.40	\$0.00
Backhoe CAT 328	1	4.00	\$57.97	\$231.88
TRENCH BOX	0	0.00	\$80.98	\$0.00
JCB Backhoe 214 Type	0	0.00	\$14.20	\$0.00
STEEL PLATES	0	0.00	\$3.78	\$0.00
PUMP	0	0.00	\$4.58	\$0.00
Trench Compactor	0	0.00	\$23.53	\$0.00
BROOM	0	0.00	\$16.85	\$0.00
Jack Hammer	0	0.00	\$1.13	\$0.00
GENERATOR	0	0.00	\$16.55	\$0.00
Compressor 175 HP	0	0.00	\$4.39	\$0.00
Hydraulic impact breaker	0	0.00	\$31.87	\$0.00

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: 04/04/2018 EWS: 3
Revised on: 5/8/2018, 6/27/2018

Backhoe Komatsu PC 100	0	0.00	\$24.82	\$0.00
Light Tower	0	0.00	\$6.20	\$0.00
Asphalt Roller	0	0.00	\$43.25	\$0.00
Pipe Laser	0	0.00	\$8.19	\$0.00
UTILITY SAW	1	4.00	\$2.12	\$8.48
TOTAL EQUIPMENT COST			\$253.16	

EQUIPMENT OPERATING COST

TYPE	HOURS	RATE	COST
Komatsu 400 type Backhoe	0.00	\$104.45	\$0.00
CAT 365 Backhoe	0.00	\$65.00	\$0.00
Komatsu D-65 Dozer	0.00	\$16.05	\$0.00
LOADER WA500	0.00	\$32.20	\$0.00
Backhoe Komatsu 150 Type	0.00	\$13.55	\$0.00
IR Drill	0.00	\$15.25	\$0.00
Loader Komatsu 250	0.00	\$35.85	\$0.00
PICK-UP TRUCK	4.00	\$12.00	\$48.00
TANDEM DUMP/DUMP TRUCK	0.00	\$47.20	\$0.00
Backhoe CAT 328	4.00	\$68.10	\$272.40
TRENCH BOX	0.00	\$0.00	\$0.00
JCB Backhoe 214 Type	0.00	\$9.55	\$0.00
STEEL PLATES	0.00	\$0.00	\$0.00
PUMP	0.00	\$4.00	\$0.00
Trench Compactor	0.00	\$11.00	\$0.00
BROOM	0.00	\$21.50	\$0.00
Jack Hammer	0.00	\$0.45	\$0.00
GENERATOR	0.00	\$2.20	\$0.00
Compressor 175 HP	0.00	\$11.70	\$0.00
Hydraulic impact breaker	0.00	\$3.00	\$0.00
Backhoe Komatsu PC 100	0.00	\$9.40	\$0.00
Light Tower	0.00	\$1.70	\$0.00
Asphalt Roller	0.00	\$25.15	\$0.00
Pipe Laser	0.00	\$3.55	\$0.00
UTILITY SAW	4.00	\$1.95	\$7.80
TOTAL OPERATING COSTS			\$328.20

SUBCONTRACTOR/MATERIAL COST

DESCRIPTION	QUANTITY	COST	COSTS
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
TOTAL MATERIAL COST			\$0.00

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: 04/04/2018

EWS: 3

Revised on: 5/8/2018, 6/27/2018

Summary

LABOR	\$942.40
MATERIALS & SUBS	\$0.00
BENEFITS	\$560.60
EQUIPMENT	\$253.16
OPERATING COST	\$328.20
SUBTOTAL	\$2,084.36
OVERHEAD @ 10%	\$208.44
SUBTOTAL	\$2,292.80
PROFIT @ 10%	\$229.28
Subtotal	\$2,522.08
INSURANCE & PAYROLL TAX	\$389.75
Subtotal	\$2,911.83

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: 04/12/2018
Revised on: 5/8/2018, 6/27/2018

EWS: 8

Total of Extra Work (See Page 3):

\$2,911.83

Location:

Clinton Street, Newburgh, NY

Description:

On April 12, 2018, Metra industries had a mainline crew installing 18" sewer pipe on Clinton Ave. It was discovered that the designed manhole #281A did not line up with the new design. We had to modify the manhole by cutting the hole larger and the parge the hole with brick and mortar around the pipe. This required 4 hours of extra work as a result. The modification was discussed in the field with the inspector and agreed to in lieu of ordering a new manhole, since this manhole was released prior to the design change.

Notes: 1) A time extension is requested as part of this situation. 2) Impact and extension costs are not included in this claim. Metra reserves its rights to submit for these added costs. 3) Inspection overtime must be added to our claim if inspection overtime is charged against Metra.

TYPE		Total Hours	BASE RATE	COST
SUPERINTENDENT	0	0.00	\$55.00	\$0.00
FOREMAN	1	4.00	\$46.75	\$187.00
BACKHOE OPERATOR	1	4.00	\$49.22	\$196.88
LOADER OPERATOR	1	4.00	\$47.63	\$190.52
LABORERS	2	8.00	\$46.00	\$368.00
PIPE LAYERS	0	0.00	\$46.00	\$0.00
WELDER	0	0.00	\$46.00	\$0.00
TEAMSTER	0	0.00	\$43.89	\$0.00
TOTAL LABOR				\$942.40
BENEFITS				
TYPE		Total Hours	BENEFITS	COST
SUPERINTENDENT		0.00	\$22.45	\$0.00
FOREMAN		4.00	\$25.53	\$102.12
BACKHOE OPERATOR		4.00	\$31.78	\$127.12
LOADER OPERATOR		4.00	\$31.78	\$127.12
LABORERS		8.00	\$25.53	\$204.24
PIPE LAYERS		0.00	\$25.53	\$0.00
WELDER		0.00	\$25.53	\$0.00
TEAMSTER		0.00	\$28.56	\$0.00
TOTAL BENEFITS				\$560.60
EQUIPMENT COST				
TYPE		HOURS	RATE	COST
Komatsu 400 type Backhoe	0	0.00	\$101.94	\$0.00
CAT 365 Backhoe	0	0.00	\$111.38	\$0.00
Komatsu D-65 Dozer	0	0.00	\$37.40	\$0.00
LOADER WA500	0	0.00	\$45.33	\$0.00
Backhoe Komatsu 150 Type	0	0.00	\$34.97	\$0.00
IR Drill	0	0.00	\$29.96	\$0.00
Loader Komatsu 250	0	0.00	\$30.83	\$0.00
PICK-UP TRUCK	1	4.00	\$3.20	\$12.80
TANDEM DUMP/DUMP TRUCK	0	0.00	\$24.40	\$0.00
Backhoe CAT 328	1	4.00	\$57.97	\$231.88
TRENCH BOX	0	0.00	\$80.98	\$0.00
JCB Backhoe 214 Type	0	0.00	\$14.20	\$0.00
STEEL PLATES	0	0.00	\$3.78	\$0.00
PUMP	0	0.00	\$4.58	\$0.00
Trench Compactor	0	0.00	\$23.53	\$0.00
BROOM	0	0.00	\$16.85	\$0.00
Jack Hammer	0	0.00	\$1.13	\$0.00
GENERATOR	0	0.00	\$16.55	\$0.00
Compressor 175 HP	0	0.00	\$4.39	\$0.00
Hydraulic impact breaker	0	0.00	\$31.87	\$0.00

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: 04/12/2018 **EWS: 8**
Revised on: 5/8/2018, 6/27/2018

Backhoe Komatsu PC 100	0	0.00	\$24.82	\$0.00
Light Tower	0	0.00	\$6.20	\$0.00
Asphalt Roller	0	0.00	\$43.25	\$0.00
Pipe Laser	0	0.00	\$8.19	\$0.00
UTILITY SAW	1	4.00	\$2.12	\$8.48
TOTAL EQUIPMENT COST				\$253.16

EQUIPMENT OPERATING COST

TYPE	HOURS	RATE	COST
Komatsu 400 type Backhoe	0.00	\$104.45	\$0.00
CAT 365 Backhoe	0.00	\$65.00	\$0.00
Komatsu D-65 Dozer	0.00	\$16.05	\$0.00
LOADER WA500	0.00	\$32.20	\$0.00
Backhoe Komatsu 150 Type	0.00	\$13.55	\$0.00
IR Drill	0.00	\$15.25	\$0.00
Loader Komatsu 250	0.00	\$35.85	\$0.00
PICK-UP TRUCK	4.00	\$12.00	\$48.00
TANDEM DUMP/DUMP TRUCK	0.00	\$47.20	\$0.00
Backhoe CAT 328	4.00	\$68.10	\$272.40
TRENCH BOX	0.00	\$0.00	\$0.00
JCB Backhoe 214 Type	0.00	\$9.55	\$0.00
STEEL PLATES	0.00	\$0.00	\$0.00
PUMP	0.00	\$4.00	\$0.00
Trench Compactor	0.00	\$11.00	\$0.00
BROOM	0.00	\$21.50	\$0.00
Jack Hammer	0.00	\$0.45	\$0.00
GENERATOR	0.00	\$2.20	\$0.00
Compressor 175 HP	0.00	\$11.70	\$0.00
Hydraulic impact breaker	0.00	\$3.00	\$0.00
Backhoe Komatsu PC 100	0.00	\$9.40	\$0.00
Light Tower	0.00	\$1.70	\$0.00
Asphalt Roller	0.00	\$25.15	\$0.00
Pipe Laser	0.00	\$3.55	\$0.00
UTILITY SAW	4.00	\$1.95	\$7.80
TOTAL OPERATING COSTS			\$328.20

SUBCONTRACTOR/MATERIAL COST

DESCRIPTION	QUANTITY	COST	COSTS
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
TOTAL MATERIAL COST			\$0.00

Owner: City of Newburgh
 Project: Liberty & Grand Streets Sewer Improvements
 Contractor: Metra Industries

Date of extra work:	04/12/2018	EWS: 8
Revised on:	5/8/2018, 6/27/2018	

Summary

LABOR	\$942.40
MATERIALS & SUBS	\$0.00
BENEFITS	\$560.60
EQUIPMENT	\$253.16
OPERATING COST	\$328.20
SUBTOTAL	\$2,084.36
OVERHEAD @ 10%	\$208.44
SUBTOTAL	\$2,292.80
PROFIT @ 10%	\$229.28
Subtotal	\$2,522.08
INSURANCE & PAYROLL TAX	\$389.75
Subtotal	\$2,911.83

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: 04/17/2018 **EWS: 9**
Revised on: 6/27/2018

Total of Extra Work (see page 3): **\$1,455.91**

Location:

Clinton Street, Newburgh, NY

Description:

On April 17, 2018, Metra industries had a mainline crew installing 24" storm sewer pipe on Clinton Ave. It was discovered that the designed DMH #4A did not line up with the new design. We had to modify the manhole by cutting a new hole and the parge the holes with brick and mortar around the pipe. This required 2 hours of extra work as a result. The modification was discussed in the field with the inspector and agreed to in lieu of ordering a new manhole, since this manhole was released prior to the design change.

Notes: 1) A time extension is requested as part of this situation. 2) Impact and extension costs are not included in this claim. Metra reserves its rights to submit for these added costs. 3) Inspection overtime must be added to our claim if inspection overtime is charged against Metra.

TYPE		Total Hours	BASE RATE	COST
SUPERINTENDENT	0	0.00	\$55.00	\$0.00
FOREMAN	1	2.00	\$46.75	\$93.50
BACKHOE OPERATOR	1	2.00	\$49.22	\$98.44
LOADER OPERATOR	1	2.00	\$47.63	\$95.26
LABORERS	2	4.00	\$46.00	\$184.00
PIPE LAYERS	0	0.00	\$46.00	\$0.00
WELDER	0	0.00	\$46.00	\$0.00
TEAMSTER	0	0.00	\$43.89	\$0.00
TOTAL LABOR				\$471.20
BENEFITS				
TYPE		Total Hours	BENEFITS	COST
SUPERINTENDENT		0.00	\$22.45	\$0.00
FOREMAN		2.00	\$25.53	\$51.06
BACKHOE OPERATOR		2.00	\$31.78	\$63.56
LOADER OPERATOR		2.00	\$31.78	\$63.56
LABORERS		4.00	\$25.53	\$102.12
PIPE LAYERS		0.00	\$25.53	\$0.00
WELDER		0.00	\$25.53	\$0.00
TEAMSTER		0.00	\$28.56	\$0.00
TOTAL BENEFITS				\$280.30
EQUIPMENT COST				
TYPE		HOURS	RATE	COST
Komatsu 400 type Backhoe	0	0.00	\$101.94	\$0.00
CAT 365 Backhoe	0	0.00	\$111.38	\$0.00
Komatsu D-65 Dozer	0	0.00	\$37.40	\$0.00
LOADER WA500	0	0.00	\$45.33	\$0.00
Backhoe Komatsu 150 Type	0	0.00	\$34.97	\$0.00
IR Drill	0	0.00	\$29.96	\$0.00
Loader Komatsu 250	0	0.00	\$30.83	\$0.00
PICK-UP TRUCK	1	2.00	\$3.20	\$6.40
TANDEM DUMP/DUMP TRUCK	0	0.00	\$24.40	\$0.00
Backhoe CAT 328	1	2.00	\$57.97	\$115.94
TRENCH BOX	0	0.00	\$80.98	\$0.00
JCB Backhoe 214 Type	0	0.00	\$14.20	\$0.00
STEEL PLATES	0	0.00	\$3.78	\$0.00
PUMP	0	0.00	\$4.58	\$0.00
Trench Compactor	0	0.00	\$23.53	\$0.00
BROOM	0	0.00	\$16.85	\$0.00
Jack Hammer	0	0.00	\$1.13	\$0.00
GENERATOR	0	0.00	\$16.55	\$0.00
Compressor 175 HP	0	0.00	\$4.39	\$0.00
Hydraulic impact breaker	0	0.00	\$31.87	\$0.00

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: 04/17/2018 EWS: 9
Revised on: 6/27/2018

Backhoe Komatsu PC 100	0	0.00	\$24.82	\$0.00
Light Tower	0	0.00	\$6.20	\$0.00
Asphalt Roller	0	0.00	\$43.25	\$0.00
Pipe Laser	0	0.00	\$8.19	\$0.00
UTILITY SAW	1	2.00	\$2.12	\$4.24

TOTAL EQUIPMENT COST \$126.58

EQUIPMENT OPERATING COST

TYPE	HOURS	RATE	COST
Komatsu 400 type Backhoe	0.00	\$104.45	\$0.00
CAT 365 Backhoe	0.00	\$65.00	\$0.00
Komatsu D-65 Dozer	0.00	\$16.05	\$0.00
LOADER WA500	0.00	\$32.20	\$0.00
Backhoe Komatsu 150 Type	0.00	\$13.55	\$0.00
IR Drill	0.00	\$15.25	\$0.00
Loader Komatsu 250	0.00	\$35.85	\$0.00
PICK-UP TRUCK	2.00	\$12.00	\$24.00
TANDEM DUMP/DUMP TRUCK	0.00	\$47.20	\$0.00
Backhoe CAT 328	2.00	\$68.10	\$136.20
TRENCH BOX	0.00	\$0.00	\$0.00
JCB Backhoe 214 Type	0.00	\$9.55	\$0.00
STEEL PLATES	0.00	\$0.00	\$0.00
PUMP	0.00	\$4.00	\$0.00
Trench Compactor	0.00	\$11.00	\$0.00
BROOM	0.00	\$21.50	\$0.00
Jack Hammer	0.00	\$0.45	\$0.00
GENERATOR	0.00	\$2.20	\$0.00
Compressor 175 HP	0.00	\$11.70	\$0.00
Hydraulic impact breaker	0.00	\$3.00	\$0.00
Backhoe Komatsu PC 100	0.00	\$9.40	\$0.00
Light Tower	0.00	\$1.70	\$0.00
Asphalt Roller	0.00	\$25.15	\$0.00
Pipe Laser	0.00	\$3.55	\$0.00
UTILITY SAW	2.00	\$1.95	\$3.90

TOTAL OPERATING COSTS \$164.10

SUBCONTRACTOR/MATERIAL COST

DESCRIPTION	QUANTITY	COST	COSTS
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

TOTAL MATERIAL COST \$0.00

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work:	04/17/2018	EWS: 9
Revised on:	6/27/2018	

Summary

LABOR	\$471.20
MATERIALS & SUBS	\$0.00
BENEFITS	\$280.30
EQUIPMENT	\$126.58
OPERATING COST	\$164.10
SUBTOTAL	\$1,042.18
OVERHEAD @ 10%	\$104.22
SUBTOTAL	\$1,146.40
PROFIT @ 10%	\$114.64
Subtotal	\$1,261.04
INSURANCE & PAYROLL TAX	\$194.88
Subtotal	\$1,455.91

Metra Industries

50 Muller Place
Little Falls, New Jersey 07424
Tel: 973.812.0333
Fax: 973.812.6596

April 30, 2018

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

Re: Liberty & Grand Streets Sewer Improvements

Attention: Matthew Scavarda

Matt,

Attached for the issuance of a change order, processing and payment is our EWS #10 Uncharted-unmarked-broken 2inch Water.

As described on the EWS itself, on April 9, 2018, Metra industries had a mainline crew installing 18" sewer pipe on Clinton Ave, near DMH 4A. It was discovered that there was an uncharted/unmarked 2" Waterline. This line was outside of the original designed work and was struck and broken. This caused water to flood our trench, which we had to pump out. We also had to call the water department to come and fix this line. This required 2 hours of extra work as a result.

This is a follow up to numerous notifications we sent including but not limited to our emails of April 25, 2018 stating:

"The conflict and changes may cause extra work and therefore additional costs to the contract. This email is being sent to satisfy notification requirements. If and when we have more information and/or actual numbers, Charlie and I would like to set a meeting to discuss these changes. We'll like to do this prior to any actual submission of EWS."

Per the specification:

"Existing utilities including, but not limited to, water and sewer service, underground telephone, electrical, storm sewers and gas, shall be located, verified. Contractor shall contact Dig Safely New York to complete mark outs and provide sufficient subsurface utility information in order to verify that all existing utilities depths and locations along the entire corridor will not interfere with construction of the proposed sewer mains."

Metra called for mark-outs for this location, see attached confirmation of mark outs.

As stated on the EWS itself, a project time extension is requested for this EWS as well as for our prior EWS' prior EWS's.

Please contact us with any questions or concerns you may have.

Respectfully,



Jeff Dunn

C Jason Morris, City of Newburgh

/jsd

Transmittal EWS #10 Uncharted-unmarked-broken 2inch Water

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: 04/09/2018 **EWS: 10**
Revised on: 5/8/2018

Total of Extra Work (see page 3): **\$3,294.58**

Location:

Clinton Street, Newburgh, NY

Description:

On April 9, 2018, Metra industries had a mainline crew installing 18" sewer pipe on Clinton Ave, near DMH 4A. It was discovered that there was an uncharted/unmarked 2" Waterline. This line was struck and broke. This caused water to flood our trench, which we had to pump out. We also had to call the water department to come and fix this line. This required 2 hours of extra work as a result. see attached photos.

Notes: 1) A time extension is requested as part of this situation. 2) Impact and extension costs are not included in this claim. Metra reserves its rights to submit for these added costs. 3) Inspection overtime must be added to our claim if inspection overtime is charged against Metra.

TYPE		Total Hours	BASE RATE	COST
SUPERINTENDENT	0	0.00	\$55.00	\$0.00
FOREMAN	1	2.00	\$46.75	\$93.50
BACKHOE OPERATOR	1	2.00	\$49.22	\$98.44
LOADER OPERATOR	1	2.00	\$47.63	\$95.26
LABORERS	4	8.00	\$46.00	\$368.00
PIPE LAYERS	0	0.00	\$46.00	\$0.00
WELDER	0	0.00	\$46.00	\$0.00
TEAMSTER	2	4.00	\$43.89	\$175.56
TOTAL LABOR				\$830.76

BENEFITS				
TYPE		Total Hours	BENEFITS	COST
SUPERINTENDENT		0.00	\$22.45	\$0.00
FOREMAN		2.00	\$25.53	\$51.06
BACKHOE OPERATOR		2.00	\$31.78	\$63.56
LOADER OPERATOR		2.00	\$31.78	\$63.56
LABORERS		8.00	\$25.53	\$204.24
PIPE LAYERS		0.00	\$25.53	\$0.00
WELDER		0.00	\$25.53	\$0.00
TEAMSTER		4.00	\$28.56	\$114.24
TOTAL BENEFITS				\$496.66

EQUIPMENT COST				
TYPE		HOURS	RATE	COST
Komatsu 400 type Backhoe	0	0.00	\$101.94	\$0.00
CAT 365 Backhoe	0	0.00	\$111.38	\$0.00
Komatsu D-65 Dozer	0	0.00	\$37.40	\$0.00
LOADER WA500	0	0.00	\$45.33	\$0.00
Backhoe Komatsu 150 Type	0	0.00	\$34.97	\$0.00
IR Drill	0	0.00	\$29.96	\$0.00
Loader Komatsu 250	1	2.00	\$30.83	\$61.66
PICK-UP TRUCK	1	2.00	\$3.20	\$6.40
TANDEM DUMP/DUMP TRUCK	2	4.00	\$24.40	\$97.60
Backhoe CAT 328	1	2.00	\$57.97	\$115.94
TRENCH BOX	1	2.00	\$80.98	\$161.96
JCB Backhoe 214 Type	0	0.00	\$14.20	\$0.00
STEEL PLATES	2	4.00	\$3.78	\$15.12
PUMP	1	2.00	\$4.58	\$9.16
Trench Compactor	1	2.00	\$23.53	\$47.06
BROOM	1	2.00	\$16.85	\$33.70
Jack Hammer	0	0.00	\$1.13	\$0.00
GENERATOR	1	2.00	\$16.55	\$33.10
Compressor 175 HP	0	0.00	\$4.39	\$0.00
Hydraulic impact breaker	0	0.00	\$31.87	\$0.00

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: 04/09/2018 **EWS: 10**
Revised on: 5/8/2018

Backhoe Komatsu PC 100	0	0.00	\$24.82	\$0.00
Light Tower	0	0.00	\$6.20	\$0.00
Asphalt Roller	0	0.00	\$43.25	\$0.00
Pipe Laser	1	2.00	\$8.19	\$16.38
UTILITY SAW	1	2.00	\$2.12	\$4.24
TOTAL EQUIPMENT COST				\$602.32

EQUIPMENT OPERATING COST

TYPE	HOURS	RATE	COST
Komatsu 400 type Backhoe	0.00	\$104.45	\$0.00
CAT 365 Backhoe	0.00	\$65.00	\$0.00
Komatsu D-65 Dozer	0.00	\$16.05	\$0.00
LOADER WA500	0.00	\$32.20	\$0.00
Backhoe Komatsu 150 Type	0.00	\$13.55	\$0.00
IR Drill	0.00	\$15.25	\$0.00
Loader Komatsu 250	2.00	\$35.85	\$71.70
PICK-UP TRUCK	2.00	\$12.00	\$24.00
TANDEM DUMP/DUMP TRUCK	4.00	\$47.20	\$188.80
Backhoe CAT 328	2.00	\$68.10	\$136.20
TRENCH BOX	2.00	\$0.00	\$0.00
JCB Backhoe 214 Type	0.00	\$9.55	\$0.00
STEEL PLATES	4.00	\$0.00	\$0.00
PUMP	2.00	\$4.00	\$8.00
Trench Compactor	2.00	\$11.00	\$22.00
BROOM	2.00	\$21.50	\$43.00
Jack Hammer	0.00	\$0.45	\$0.00
GENERATOR	2.00	\$2.20	\$4.40
Compressor 175 HP	0.00	\$11.70	\$0.00
Hydraulic impact breaker	0.00	\$3.00	\$0.00
Backhoe Komatsu PC 100	0.00	\$9.40	\$0.00
Light Tower	0.00	\$1.70	\$0.00
Asphalt Roller	0.00	\$25.15	\$0.00
Pipe Laser	2.00	\$3.55	\$7.10
UTILITY SAW	2.00	\$1.95	\$3.90
TOTAL OPERATING COSTS			\$509.10

SUBCONTRACTOR/MATERIAL COST

DESCRIPTION	QUANTITY	COST	COSTS
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
TOTAL MATERIAL COST			\$0.00

Owner: City of Newburgh
 Project: Liberty & Grand Streets Sewer Improvements
 Contractor: Metra Industries

Date of extra work:	04/09/2018	EWS: 10
Revised on:	5/8/2018	

Summary

LABOR	\$830.76
MATERIALS & SUBS	\$0.00
BENEFITS	\$496.66
EQUIPMENT	\$602.32
OPERATING COST	\$509.10
SUBTOTAL	\$2,438.84
OVERHEAD @ 10%	\$243.88
SUBTOTAL	\$2,682.72
PROFIT @ 10%	\$268.27
Subtotal	\$2,951.00
INSURANCE & PAYROLL TAX	\$343.58
Subtotal	\$3,294.58

Regency

Metra Industries, Inc.

Incident Report Form

Project Name & Job Number: Newburgh

Type of Incident: (please circle)

Bodily Injury

Property Damage

Workers Compensation

Auto

General Information:

Location: Clinton & Liberty @ Mt 4A

Time: 4:41

AM PM

Date of Report: 4/24/18

Date of Incident: 4/9/18

Summary of Incident:

Broke unmarked uncharted 2"
water line - no mark

Witnesses Name: Felipe Aguilar

Witnesses Telephone: _____

List other Subcontractors or Contractors working in area:

Description of Damage or Injury: (include make, model, VIN)

Broke 2" Cast iron pipe
Shut down
Water lost 2 hrs

Claimant Name: City of Newburgh

Address: _____

Telephone: _____

Metra Industries Representative: _____

Charles Schattley
(Please Print Name)

Chy
(Signature)

JOB <u>306</u>		DAILY JOB REPORT				Foreman <u>C. PEREZ</u>				
DATE <u>4-9-18</u>		METRA Industries				Weather <u>cloudy</u>				
M Tu W Th F		50 Muller Place				Temp <u> </u> AM <u> </u> PM				
Sa Su		Little Falls, NJ 07424								
LABOR		Description of Work Done				House Connection				
Title	Full Name	HRS	Street <u>CLINTON ST</u>				Street <u> </u>			
			MH. 5A TO MH 4A				No.	Sta.	Depth	Length
	<u>F. OLIVEIRA</u>	<u>10.5</u>	STATION Pipe							
			Start	Stop	Size	LF.	Width			
	<u>F. C. PEREZ</u>	<u>10.5</u>	<u>H60</u>	<u>2+57</u>	<u>18"</u>	<u>97'</u>	<u>6.5'</u>			
	<u>OP M. PINTOR</u>	<u>10</u>	<u>MH 9A TO 281A</u>							
	<u>OP C. ARAUJO</u>	<u>10</u>	<u>0+00</u>	<u>0+23</u>	<u>18"</u>	<u>23'</u>	<u>6.5'</u>			
			<u>* Refresh Markers on Clinton ST</u>							
	<u>LAS J. ALMEIDA</u>	<u>10</u>								
	<u>LAS C. RHODES</u>	<u>10</u>	MH. #		Street	Stat.	Depth			
	<u>LAS J. LASHER</u>	<u>10</u>	<u>* went to WinWater Supply by Parts for</u>							
	<u>LAS L. LEAKES</u>	<u>10</u>	<u>the water service to slow down the</u>							
			<u>Leak</u>							
DEPTH OF										
Stone Fill O.P. Temp BT										
Type	EQUIP.	HRS	PAVING / RESTORATION							
<u>32B</u>	<u>Back Hoe</u>	<u>10</u>	Street	Length	Width	Depth				
<u>250</u>	<u>Loader</u>	<u>10</u>								
<u>756</u>	<u>Pickup</u>	<u>10.5</u>								
<u>2</u>	<u>Tandem</u>									
<u>762</u>	<u>Pickup</u>	<u>10.5</u>								
<u>1369</u>	<u>Pickup</u>	<u>10</u>								
<u>tool</u>	<u>truck</u>	<u>10</u>								
<u>140</u>	<u>Back hoe</u>	<u>10</u>								
<u>Sweeper</u>	<u>10</u>									
<u>Compressor</u>	<u>10</u>									
REMARKS OF EXTRA WORK										
<u>Continued working PUT MAIN LINE</u>										
<u>on Clinton ST.</u>										
<u>Broke (two inch) 2" service on</u>										
<u>Clinton ST (no Markout)</u>										
<u>Water company came out and fixed</u>										
<u>install MH #4A</u>										
<u>Hook up the sewer at the end of the</u>										
<u>Day</u>										
INSPECTOR: <u>(Grel)</u>										

Top Width
O.P. _____



Fill
Fill
Stone
Stone

Bottom Width

Item# FOR OFFICE USE

Eric Gutbrod

If a utility has not provided Positive Response by your stated starting time, contact them via their Stakeout Contact that is provided, below. As a last resort, you can contact the one-call center and inform us of the problem. Remember to reference ticket 04058-040-044. Also remember that Dig Safely New York is a call center; it is not one of the utilities that were involved, and it is not a locating service.

Central Hudson Gas And Electric South Electric: Michael Dunning 845-206-6046.

Central Hudson Gas And Electric South Gas: Michael Dunning 845-206-6046.

City Of Newburgh Dpw: Wayne Vradenburgh 845-565-3356.

Mci: Mci National Fiber Security 800-289-3427.

Time Warner Cable Hudson Valley: Usic Voice Calls 800-262-8600.

Verizon / Hudson Valley: Verizon (ppm Center) Stakeout Contact 855-226-9564.

The location of any privately owned utility (such as a service drop) is typically the responsibility of the property owner, since the property owner is the person who (a) owns it, and (b) had it installed. If the property owner is unsure of the location of the service drops, private locating services are available in most areas. Dig Safely New York has compiled a list of several of these services, but be advised that the list is incomplete and no endorsements are implied.

https://urldefense.proofpoint.com/v2/url?u=http-3A__www.digsafelynewyork.com_excavators_private-2Dlocators&d=DwICAQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpqnVfiiMM&r=rGqNpexfYsehWegC-LpBO7cml6lBTpuZXfY5uSJGJ8&m=sIJJ5nDrcEvgB3dXcmuhEqG3IKaW0rjAAHpEX9Ahw6U&s=6pqBNMsn9x8pVlz033_TeWVyX_R-qcWd4qUv86_MRTQ&e=

Once all utility operators have responded to your pending excavation request, you may begin excavation on your stated commencement date 04/10/2018 07:00:00 AM. Remember that you are required to hand dig within two feet of any markings prior to using mechanized equipment (Tolerance Zone) in order to verify the location and depth of the facility. Or, you can also use vacuum excavation to accomplish this goal.

https://urldefense.proofpoint.com/v2/url?u=http-3A__www.digsafelynewyork.com_excavators_tolerance-2Dzone&d=DwICAQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpqnVfiiMM&r=rGqNpexfYsehWegC-LpBO7cml6lBTpuZXfY5uSJGJ8&m=sIJJ5nDrcEvgB3dXcmuhEqG3IKaW0rjAAHpEX9Ahw6U&s=50OmpgSspe7zVNtqYSCa3gMDDEadmaOKzN7IHwJI-aU&e=

Thank you for utilizing this one call service to ensure a safe excavation.

(Good Tue 4/24/18)

ERIC GUTBROD,

The Dig Safely New York issued Company ID for METRA INDUSTRIES is 90460. You can use this as a shortcut to identify yourself the next time you call. No worries if you forget it, however, as your phone number can work as well.

Your stakeout request 04058-040-043, INSTALL NEW SANITARY SEWER MAIN at CLINTON ST in the City of Newburgh, resulted the following utilites being notified.

Now that you have taken the important first step of calling before you dig, here is what happens next:

You've scheduled your excavation to begin on 04/10/2018 07:00:00 AM. The utilities have until that time to mark their facilities around your indicated job site. To assist in that process, it is suggested that you outline the perimeter of the digsite using white paint or white flags, to narrow down the location as closely as is possible.

After a utility has marked, or if they have no facilities in that immediate area, each utility should respond to Dig Safely New York's APR system with their results, indicating that their stakeout process is complete, or that they had no facilities in the area. Dig Safely New York's APR system will consolidate their responses and attempt to send the result to you a few business hours before 04/10/2018 07:00:00 AM, or it will send it immediately if all have checked-in sooner. Some facility owners may also contact you directly if a high risk or high value facility is nearby.

You should receive "Positive Response" from *each* utility listed above before you commence excavating. You can view the current response status at any time by visiting https://urldefense.proofpoint.com/v2/url?u=http-3A__www.digsafelynewyork.com_apr&d=DwICAQ&c=euGZstcaTDllvimEN8b7jXrwgQOf-v5A_CdpgnVfiiMM&r=rGgNpexfYsehWegC-LpBO7cmI6lBTpuZXfy5uJSJGJ8&m=Hf59xAQW-gDzpMNx38RMDd2NqNMME2c28pHaJSXlZ4&s=mLywJ621DrzRi3CJFW5nri93W31cTORb3eOTUygZzxM&e or you can dial 1-888-Diggers (888-344-4377) to check via phone call. It will want to know your phone and ticket number (973-812-0333, 04058-040-043).

Note that the Dig Safely New York call center agents cannot tell you if a utility has responded or not. Call Center Agents are not allowed to see this information.

If a utility has not provided Positive Response by your stated starting time, contact them via their Stakeout Contact that is provided, below. As a last resort, you can contact the one-call center and inform us of the problem. Remember to reference ticket 04058-040-043. Also remember that Dig Safely New York is a call center; it is not one of the utilities that were involved, and it is not a locating service.

Central Hudson Gas And Electric South Electric: Michael Dunning 845-206-6046.

Central Hudson Gas And Electric South Gas: Michael Dunning 845-206-6046.

City Of Newburgh Dpw: Wayne Vradenburgh 845-565-3356.

Mci: Mci National Fiber Security 800-289-3427.

Time Warner Cable Hudson Valley: Usic Voice Calls 800-262-8600.

Verizon / Hudson Valley: Verizon (ppm Center) Stakeout Contact 855-226-9564.

The location of any privately owned utility (such as a service drop) is typically the responsibility of the property owner, since the property owner is the person who (a) owns it, and (b) had it installed. If the property owner is unsure of the location of the service drops, private locating services are available in most areas. Dig Safely New York has compiled a list of several of these services, but be advised that the list is incomplete and no endorsements are implied.

https://urldefense.proofpoint.com/v2/url?u=http-3A__www.digsafelynewyork.com_excavators_private-2Dlocators&d=DwlCAQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpqnVfiiMM&r=rGqNpexfysehWegC-LpBO7cml6lBTpuZXfY5uJSJGJ8&m=Hf59xAQW-gDzpMNx38RMDd2NqNMME2c28pHaJS8XIZ4&s=rXeR6YkMeNRfz9jsJUOxgxpOjto6nvhlGQjiY831cQ&e=

Once all utility operators have responded to your pending excavation request, you may begin excavation on your stated commencement date 04/10/2018 07:00:00 AM. Remember that you are required to hand dig within two feet of any markings prior to using mechanized equipment (Tolerance Zone) in order to verify the location and depth of the facility. Or, you can also use vacuum excavation to accomplish this goal.

https://urldefense.proofpoint.com/v2/url?u=http-3A__www.digsafelynewyork.com_excavators_tolerance-2Dzone&d=DwlCAQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpqnVfiiMM&r=rGqNpexfysehWegC-LpBO7cml6lBTpuZXfY5uJSJGJ8&m=Hf59xAQW-gDzpMNx38RMDd2NqNMME2c28pHaJS8XIZ4&s=olZXyVjzrClJqBRRC9Hv5f6nFBgWk1OijHMKpUpJ7WI&e=

Thank you for utilizing this one call service to ensure a safe excavation.

(Good Till 4/24/18)

Eric Gutbrod

From: DO_NOT_REPLY <APR_MailBot@DigSafelyNewYork.com>
Sent: Thursday, April 05, 2018 11:45 AM
To: Eric Gutbrod
Subject: Stakeout Request 04058-040-042, Next Steps

ERIC GUTBROD,

This is an automated message. DO NOT REPLY, it will not go anywhere.

The Dig Safely New York issued Company ID for METRA INDUSTRIES is 90460. You can use this as a shortcut to identify yourself the next time you call. No worries if you forget it, however, as your phone number can work as well.

Your stakeout request 04058-040-042, INSTALL NEW SANITARY SEWER MAIN at CLINTON ST in the City of Newburgh, resulted the following utilities being notified.

Central Hudson Gas And Electric South Electric (Electric).
Central Hudson Gas And Electric South Gas (Gas).
City Of Newburgh Dpw (Sewer, Water).
Time Warner Cable Hudson Valley (Fiber, Catv).
Verizon / Hudson Valley (Fiber, Telephone).

Now that you have taken the important first step of calling before you dig, here is what happens next:

You've scheduled your excavation to begin on 04/10/2018 07:00:00 AM. The utilities have until that time to mark their facilities around your indicated job site. To assist in that process, it is suggested that you outline the perimeter of the digsite using white paint or white flags, to narrow down the location as closely as is possible.

After a utility has marked, or if they have no facilities in that immediate area, each utility should respond to Dig Safely New York's APR system with their results, indicating that their stakeout process is complete, or that they had no facilities in the area. Dig Safely New York's APR system will consolidate their responses and attempt to send the result to you a few business hours before 04/10/2018 07:00:00 AM, or it will send it immediately if all have checked-in sooner. Some facility owners may also contact you directly if a high risk or high value facility is nearby.

You should receive "Positive Response" from *each* utility listed above before you commence excavating. You can view the current response status at any time by visiting https://urldefense.proofpoint.com/v2/url?u=http-3A-www.digsafelynewyork.com-apr&d=DwICAQ&c=euGZstcaTDIlvimEN8b7jXrwqOf-v5A-CdpqnVfiiMM&r=rGqNpexfYsehWegC-LpBO7cml6lBTpuZXfY5uJSJGJ8&m=R24p01vOpZtndrzGzy1wLQ8o4s9w7QNDRdp7eEIIUpE&s=ReEGR-F12E43DOn7iSY8KauxWyeHu55XJ2T_65isqz8&e= or you can dial 1-888-Diggers (888-344-4377) to check via phone call. It will want to know your phone and ticket number (973-812-0333, 04058-040-042).

Note that the Dig Safely New York call center agents cannot tell you if a utility has responded or not. Call Center Agents are not allowed to see this information.

If a utility has not provided Positive Response by your stated starting time, contact them via their Stakeout Contact that is provided, below. As a last resort, you can contact the one-call center and inform us of the problem. Remember to reference ticket 04058-040-042. Also remember that Dig Safely New York is a call center; it is not one of the utilities that were involved, and it is not a locating service.

Central Hudson Gas And Electric South Electric: Michael Dunning 845-206-6046.

Central Hudson Gas And Electric South Gas: Michael Dunning 845-206-6046.

City Of Newburgh Dpw: Wayne Vradenburgh 845-565-3356.

Time Warner Cable Hudson Valley: Usic Voice Calls 800-262-8600.

Verizon / Hudson Valley: Verizon (ppm Center) Stakeout Contact 855-226-9564.

The location of any privately owned utility (such as a service drop) is typically the responsibility of the property owner, since the property owner is the person who (a) owns it, and (b) had it installed. If the property owner is unsure of the location of the service drops, private locating services are available in most areas. Dig Safely New York has compiled a list of several of these services, but be advised that the list is incomplete and no endorsements are implied.

https://urldefense.proofpoint.com/v2/url?u=http-3A__www.digsafelynewyork.com_excavators_private-2Dlocators&d=DwlCAQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpgnVfiiMM&r=rGqNpexfysehWegC-LpBO7cml6lBTpuZXfY5uJSJGJ8&m=R24p01vOpZtndrzGzy1wLQ8o4s9w7QNDRdp7eEIUpE&s=QXFao-gIT9kiQFNpg9G_pN2g8TV4G2vOCJdgmheM0dM&e=

Once all utility operators have responded to your pending excavation request, you may begin excavation on your stated commencement date 04/10/2018 07:00:00 AM. Remember that you are required to hand dig within two feet of any markings prior to using mechanized equipment (Tolerance Zone) in order to verify the location and depth of the facility. Or, you can also use vacuum excavation to accomplish this goal.

https://urldefense.proofpoint.com/v2/url?u=http-3A__www.digsafelynewyork.com_excavators_tolerance-2Dzone&d=DwlCAQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpgnVfiiMM&r=rGqNpexfysehWegC-LpBO7cml6lBTpuZXfY5uJSJGJ8&m=R24p01vOpZtndrzGzy1wLQ8o4s9w7QNDRdp7eEIUpE&s=H1KIGShrS4_CQ6cGxGEHdw-4-dnLzh54R_huPjLnYfM&e=

Thank you for utilizing this one call service to ensure a safe excavation.

Eric Gutbrod

If a utility has not provided Positive Response by your stated starting time, contact them via their Stakeout Contact that is provided, below. As a last resort, you can contact the one-call center and inform us of the problem. Remember to reference ticket 04058-040-041. Also remember that Dig Safely New York is a call center; it is not one of the utilities that were involved, and it is not a locating service.

Central Hudson Gas And Electric South Electric: Michael Dunning 845-206-6046.

Central Hudson Gas And Electric South Gas: Michael Dunning 845-206-6046.

City Of Newburgh Dpw: Wayne Vradenburgh 845-565-3356.

Time Warner Cable Hudson Valley: Usic Voice Calls 800-262-8600.

Verizon / Hudson Valley: Verizon (ppm Center) Stakeout Contact 855-226-9564.

The location of any privately owned utility (such as a service drop) is typically the responsibility of the property owner, since the property owner is the person who (a) owns it, and (b) had it installed. If the property owner is unsure of the location of the service drops, private locating services are available in most areas. Dig Safely New York has compiled a list of several of these services, but be advised that the list is incomplete and no endorsements are implied.

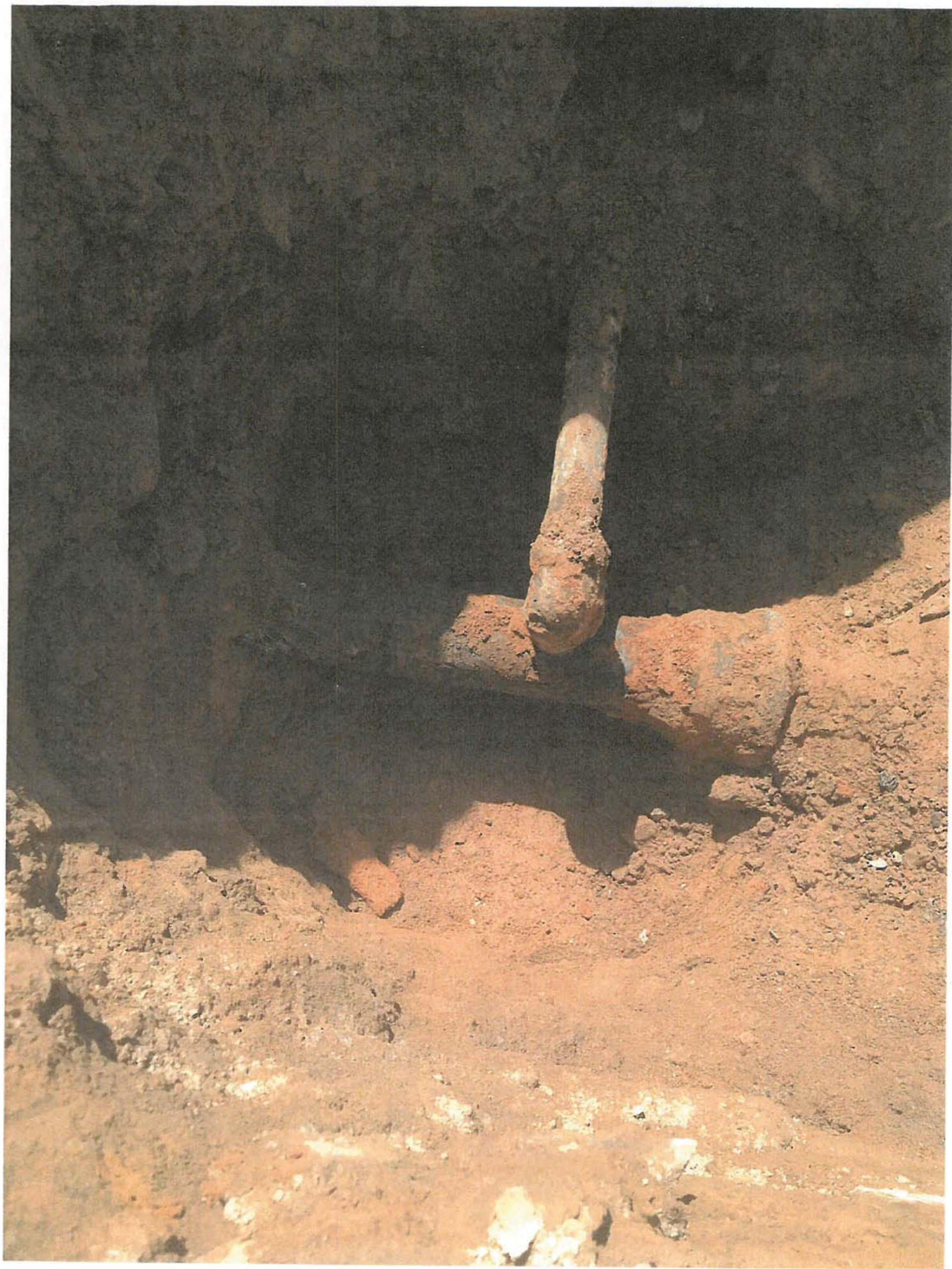
https://urldefense.proofpoint.com/v2/url?u=http-3A__www.digsafelynewyork.com_excavators_private-2Dlocators&d=DwlCAQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpgnVfiiMM&r=rGqNpexfYsehWegC-LpBO7cml6lBTpuZXfY5uJSJGJ8&m=TJ27B4ajJPYro6GnUvWNzftTAywFx3xByFlvRtLWc3c&s=z2YptTDkk-p_qCYPfDIM5I3GfKRh8_vV_PzeiLoC6O8&e=

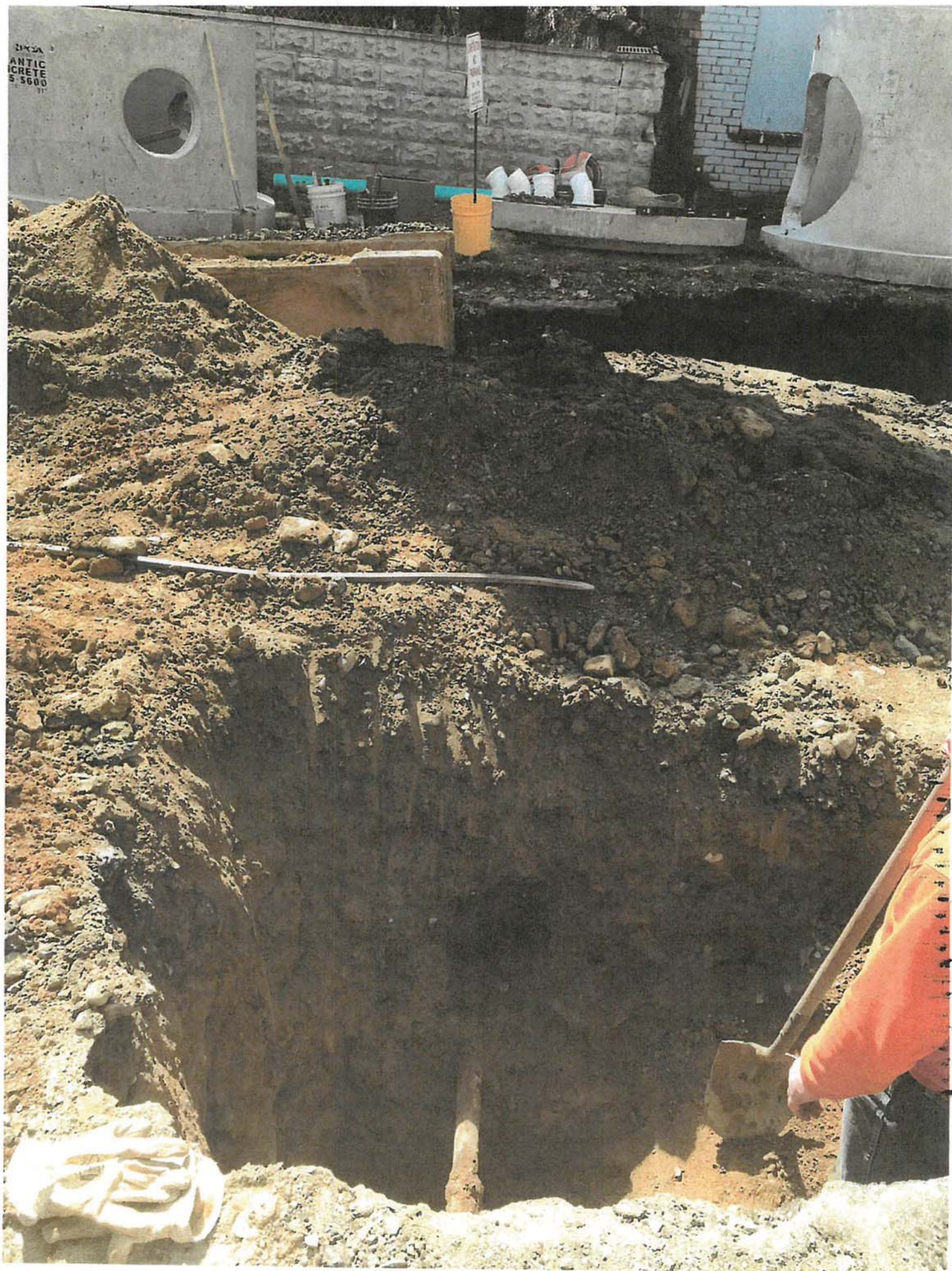
Once all utility operators have responded to your pending excavation request, you may begin excavation on your stated commencement date 04/10/2018 07:00:00 AM. Remember that you are required to hand dig within two feet of any markings prior to using mechanized equipment (Tolerance Zone) in order to verify the location and depth of the facility. Or, you can also use vacuum excavation to accomplish this goal.

https://urldefense.proofpoint.com/v2/url?u=http-3A__www.digsafelynewyork.com_excavators_tolerance-2Dzone&d=DwlCAQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpgnVfiiMM&r=rGqNpexfYsehWegC-LpBO7cml6lBTpuZXfY5uJSJGJ8&m=TJ27B4ajJPYro6GnUvWNzftTAywFx3xByFlvRtLWc3c&s=fQLyF5_hrY6qlYCj8H_Ilti41rAMRGYwHsdNb484RVE&e=

Thank you for utilizing this one call service to ensure a safe excavation.







Metra Industries

50 Muller Place
Little Falls, New Jersey 07424
Tel: 973.812.0333
Fax: 973.812.6596

April 30, 2018

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

Re: Liberty & Grand Streets Sewer Improvements

Attention: Matthew Scavarda

Matt,

Attached for the issuance of a change order, processing and payment is our EWS #11 - Water Main Broken outside of trench.

As described on the EWS itself; on April 12, 2018, Metra Industries had a mainline crew installing manhole MH#281A. As we removed the steel plates, the old deteriorated water main outside of our excavation broke and flooded the excavation. This break occurred purely as a result of the pre-existing rotted out old, deteriorated condition of the existing water main which was unable to withstand normal everyday rigors. The sudden and unprompted failure of this line outside the limits of our direct disturbance and direct zone of influence caused considerable extra work for Metra. As the area become flooded, we performed extra work on an emergency basis to preserve both property and life and to assure continuous and uninterrupted service to the affected residents could be maintained or otherwise restored. Our prudent actions mitigated the situation. This caused 2 hours of extra work of pumping out this water, removing muck and aiding in the excavation for the water company to repair the main. We backfilled the additional area once repaired. See attached pictures.

This is a follow up to numerous notifications we sent including but not limited to our emails of April 25, 2018 stating:

"The conflict and changes may cause extra work and therefore additional costs to the contract. This email is being sent to satisfy notification requirements. If and when we have more information and/or actual numbers, Charlie and I would like to set a meeting to discuss these changes. We'll like to do this prior to any actual submission of EWS."

Per the specification:

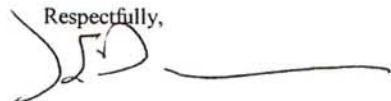
"Existing utilities including, but not limited to, water and sewer service, underground telephone, electrical, storm sewers and gas, shall be located, verified. Contractor shall contact Dig Safely New York to complete mark outs and provide sufficient subsurface utility information in order to verify that all existing utilities depths and locations along the entire corridor will not interfere with construction of the proposed sewer mains."

Metra called for mark-outs for this location - see attached confirmation of mark outs.

As stated on the EWS itself, a project time extension is requested for this EWS as well as for our prior EWS'.

Please contact us with any questions or concerns you may have.

Respectfully,



Jeff Dunn

C Jason Morris, City of Newburgh

/jsd

Transmittal EWS #11 Water Main Broke outside of trench

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: 04/12/2018 **EWS: 11**
Revised on: 5/8/2018

Total of Extra Work (see page 3): **\$3,679.48**

Location:

Clinton Street, Newburgh, NY

Description:

On April 12, 2018, Metra industries had a mainline crew installing manhole MH#281A. As we removed the steel plates, the old deteriorated water main outside of our excavation broke and flooded the excavation. This caused 2 hours of extra work of pumping out this water, removing muck and aiding in the excavation for the water company to repair the main. We backfilled the additional area once repaired.

Notes: 1) A time extension is requested as part of this situation. 2) Impact and extension costs are not included in this claim. Metra reserves its rights to submit for these added costs. 3) Inspection overtime must be added to our claim if inspection overtime is charged against Metra.

TYPE		Total Hours	BASE RATE	COST
SUPERINTENDENT	0	0.00	\$55.00	\$0.00
FOREMAN	1	2.00	\$46.75	\$93.50
BACKHOE OPERATOR	1	2.00	\$49.22	\$98.44
LOADER OPERATOR	1	2.00	\$47.63	\$95.26
LABORERS	4	8.00	\$46.00	\$368.00
PIPE LAYERS	0	0.00	\$46.00	\$0.00
WELDER	0	0.00	\$46.00	\$0.00
TEAMSTER	3	6.00	\$43.89	\$263.34
TOTAL LABOR				\$918.54
BENEFITS				
TYPE		Total Hours	BENEFITS	COST
SUPERINTENDENT		0.00	\$22.45	\$0.00
FOREMAN		2.00	\$25.53	\$51.06
BACKHOE OPERATOR		2.00	\$31.78	\$63.56
LOADER OPERATOR		2.00	\$31.78	\$63.56
LABORERS		8.00	\$25.53	\$204.24
PIPE LAYERS		0.00	\$25.53	\$0.00
WELDER		0.00	\$25.53	\$0.00
TEAMSTER		6.00	\$28.56	\$171.36
TOTAL BENEFITS				\$553.78
EQUIPMENT COST				
TYPE		HOURS	RATE	COST
Komatsu 400 type Backhoe	0	0.00	\$101.94	\$0.00
CAT 365 Backhoe	0	0.00	\$111.38	\$0.00
Komatsu D-65 Dozer	0	0.00	\$37.40	\$0.00
LOADER WA500	0	0.00	\$45.33	\$0.00
Backhoe Komatsu 150 Type	0	0.00	\$34.97	\$0.00
IR Drill	0	0.00	\$29.96	\$0.00
Loader Komatsu 250	1	2.00	\$30.83	\$61.66
PICK-UP TRUCK	1	2.00	\$3.20	\$6.40
TANDEM DUMP/DUMP TRUCK	3	6.00	\$24.40	\$146.40
Backhoe CAT 328	1	2.00	\$57.97	\$115.94
TRENCH BOX	1	2.00	\$80.98	\$161.96
JCB Backhoe 214 Type	0	0.00	\$14.20	\$0.00
STEEL PLATES	2	4.00	\$3.78	\$15.12
PUMP	1	2.00	\$4.58	\$9.16
Trench Compactor	1	2.00	\$23.53	\$47.06
BROOM	1	2.00	\$16.85	\$33.70
Jack Hammer	0	0.00	\$1.13	\$0.00
GENERATOR	1	2.00	\$16.55	\$33.10
Compressor 175 HP	0	0.00	\$4.39	\$0.00
Hydraulic impact breaker	0	0.00	\$31.87	\$0.00

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: 04/12/2018 **EWS: 11**
Revised on: 5/8/2018

Backhoe Komatsu PC 100	0	0.00	\$24.82	\$0.00
Light Tower	0	0.00	\$6.20	\$0.00
Asphalt Roller	0	0.00	\$43.25	\$0.00
Pipe Laser	1	2.00	\$8.19	\$16.38
UTILITY SAW	1	2.00	\$2.12	\$4.24
TOTAL EQUIPMENT COST				\$651.12

EQUIPMENT OPERATING COST

TYPE	HOURS	RATE	COST
Komatsu 400 type Backhoe	0.00	\$104.45	\$0.00
CAT 365 Backhoe	0.00	\$65.00	\$0.00
Komatsu D-65 Dozer	0.00	\$16.05	\$0.00
LOADER WA500	0.00	\$32.20	\$0.00
Backhoe Komatsu 150 Type	0.00	\$13.55	\$0.00
IR Drill	0.00	\$15.25	\$0.00
Loader Komatsu 250	2.00	\$35.85	\$71.70
PICK-UP TRUCK	2.00	\$12.00	\$24.00
TANDEM DUMP/DUMP TRUCK	6.00	\$47.20	\$283.20
Backhoe CAT 328	2.00	\$68.10	\$136.20
TRENCH BOX	2.00	\$0.00	\$0.00
JCB Backhoe 214 Type	0.00	\$9.55	\$0.00
STEEL PLATES	4.00	\$0.00	\$0.00
PUMP	2.00	\$4.00	\$8.00
Trench Compactor	2.00	\$11.00	\$22.00
BROOM	2.00	\$21.50	\$43.00
Jack Hammer	0.00	\$0.45	\$0.00
GENERATOR	2.00	\$2.20	\$4.40
Compressor 175 HP	0.00	\$11.70	\$0.00
Hydraulic impact breaker	0.00	\$3.00	\$0.00
Backhoe Komatsu PC 100	0.00	\$9.40	\$0.00
Light Tower	0.00	\$1.70	\$0.00
Asphalt Roller	0.00	\$25.15	\$0.00
Pipe Laser	2.00	\$3.55	\$7.10
UTILITY SAW	2.00	\$1.95	\$3.90
TOTAL OPERATING COSTS			\$603.50

SUBCONTRACTOR/MATERIAL COST

DESCRIPTION	QUANTITY	COST	COSTS
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
TOTAL MATERIAL COST			\$0.00

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: 04/12/2018
Revised on: 5/8/2018

EWS: 11

Summary

LABOR	\$918.54
MATERIALS & SUBS	\$0.00
BENEFITS	\$553.78
EQUIPMENT	\$651.12
OPERATING COST	\$603.50
SUBTOTAL	\$2,726.94
OVERHEAD @ 10%	\$272.69
SUBTOTAL	\$2,999.63
PROFIT @ 10%	\$299.96
Subtotal	\$3,299.60
INSURANCE & PAYROLL TAX	\$379.88
Subtotal	\$3,679.48

Regina

Metra Industries, Inc.

Incident Report Form

Project Name & Job Number: Newburgh

Type of Incident: (please circle)

Bodily Injury ☐ Property Damage ☒ Workers Compensation ☐ Auto ☐

General Information:

Location: Clinton & Liberty @ Mt 281A Time: _____ AM PM
Date of Report: _____ Date of Incident: 4/12/18

Summary of Incident:

Exhaust water pump broke old cast iron
old deteriorated pump

Witnesses Name: Fichte

Witnesses Telephone: _____

List other Subcontractors or Contractors working in area:

Description of Damage or Injury: (include make, model, VIN)

Claimant Name: _____

Address: _____

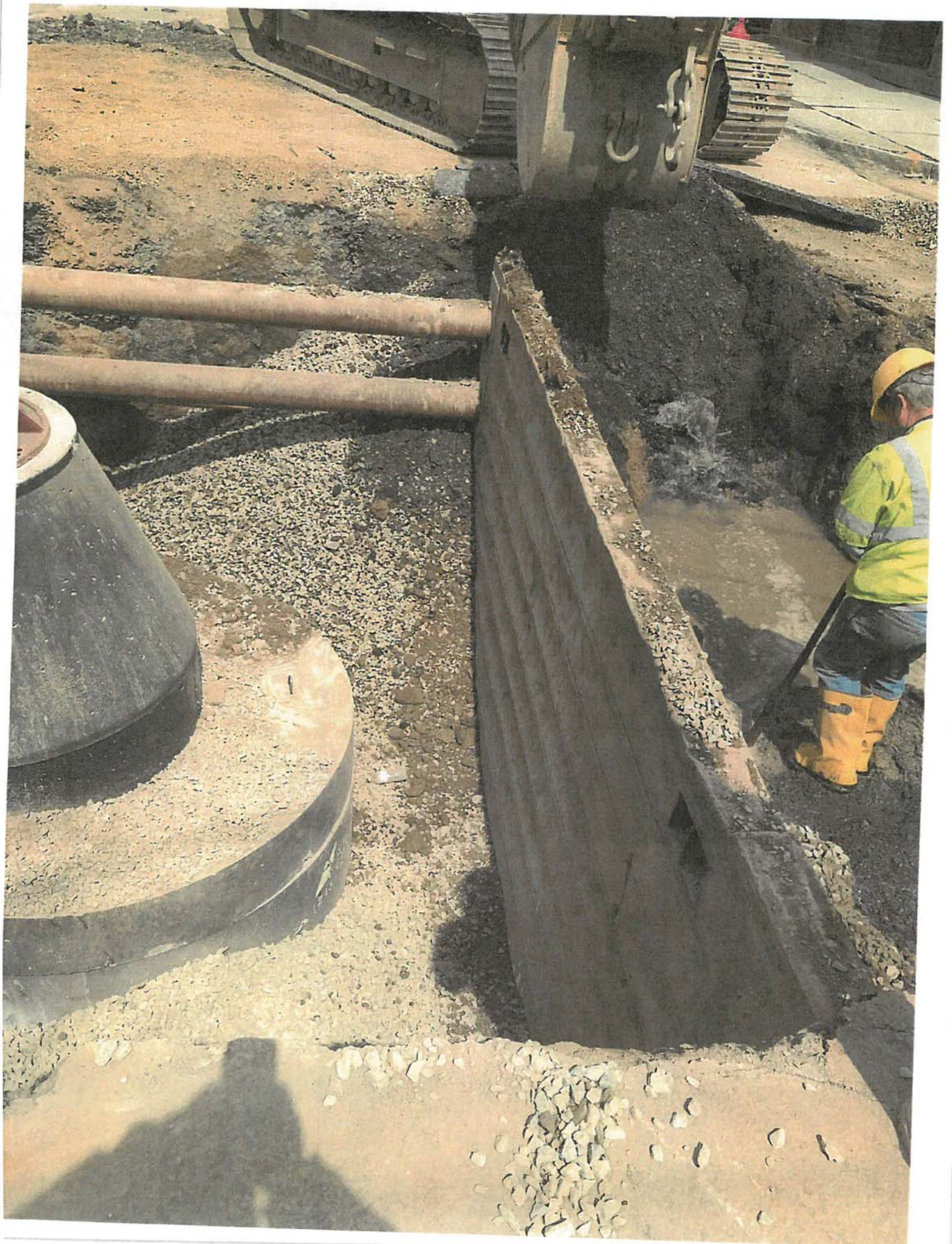
Telephone: _____

Metra Industries Representative:

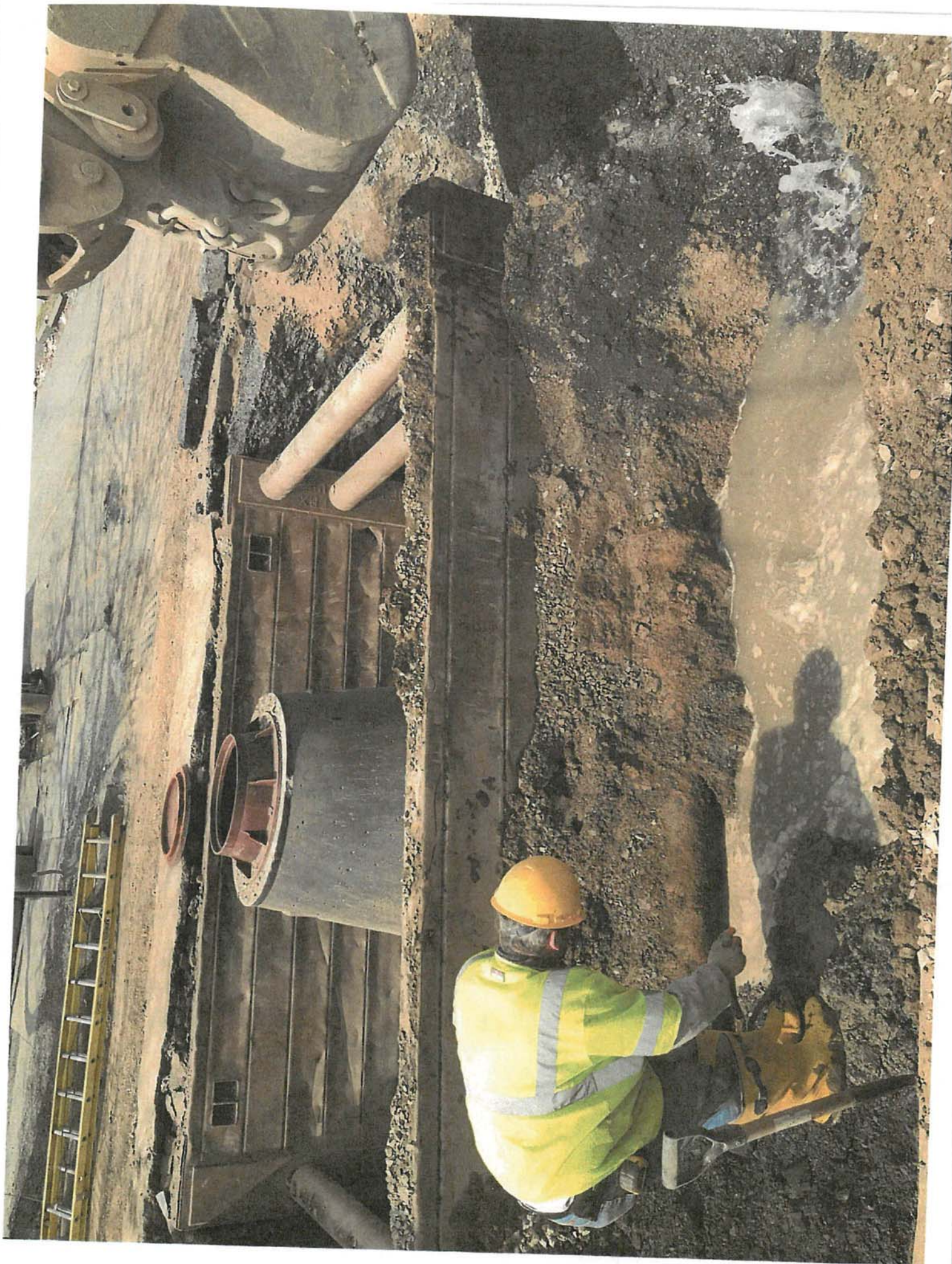
Chas Schettler

(Please Print Name)

[Signature]
(Signature)







JOB <u>306</u>		DAILY JOB REPORT		Foreman <u>C. Peres</u>	
DATE <u>4-12-18</u>		METRA Industries		Weather <u>cloudy</u>	
M/Tu/W/Th/F		50 Muller Place		Temp. <u> </u> AM <u> </u> PM	
Sa/Su		Little Falls, NJ 07424			

LABOR		Description of Work Done				House Connection			
Title	Full Name	HRS	Street	clinton & liberty	Street				
			MH.	TO MH	No.	Sta.	Depth	Length	
	F. OLIVEIRA	9.5	STATION Pipe						
	F. C. PERES	9	Start	Stop	Size	LF.	Width		
			Helping victor's crew on						
OP.	M. PINTOR	9	MONTGOMERY ST.						
OP.	C. ARAUJO	9							
LAS	J. ALMEIDA	9							
LAS	C. RHODES	9	M.H.#	Street	Stat.	Depth			
LAS	J. LASHA	9							
LAS	L. LEAKES	9							
DEPTH OF									
			Stone	Fill	Q.P.	Temp	BT		
Type	EQUIP.	HRS	PAVING / RESTORATION						
328	Back Hoe	9	Street	Length	Width	Depth			
250	Loader	9							
756	Pickup	9.5							
3	Tandem								
762	Pickup	9							
1369	Pickup	9							
1006	TRUCK	9							
	Sweeper	9							
	COMPRESSOR	9							
REMARKS OF EXTRA WORK									
- Finishing installing the MH #281A									
- Making the Existing SEWER connections									
* Extra: (4 hours)									
- cutting the hole bigger in the MH									
because different grade AND SIZE									
* The WATER MAIN Broke by @ tee									
connection next to the MH 281A									
when we REMOVE the SKILL PLATES									
in the morning we DIDNT touch it..									
we call the water comp, they CAME AND									
fixed it..									

Top Width

Q.P. _____

Fill _____

Fill _____

Stone _____

Stone _____

Bottom Width

Item#	FOR OFFICE USE

INSPECTOR: Jeff

Eric Gutbrod

If a utility has not provided Positive Response by your stated starting time, contact them via their Stakeout Contact that is provided, below. As a last resort, you can contact the one-call center and inform us of the problem. Remember to reference ticket 04058-040-044. Also remember that Dig Safely New York is a call center; it is not one of the utilities that were involved, and it is not a locating service.

Central Hudson Gas And Electric South Electric: Michael Dunning 845-206-6046.

Central Hudson Gas And Electric South Gas: Michael Dunning 845-206-6046.

City Of Newburgh Dpw: Wayne Vradenburgh 845-565-3356.

Mci: Mci National Fiber Security 800-289-3427.

Time Warner Cable Hudson Valley: Usic Voice Calls 800-262-8600.

Verizon / Hudson Valley: Verizon (ppm Center) Stakeout Contact 855-226-9564.

The location of any privately owned utility (such as a service drop) is typically the responsibility of the property owner, since the property owner is the person who (a) owns it, and (b) had it installed. If the property owner is unsure of the location of the service drops, private locating services are available in most areas. Dig Safely New York has compiled a list of several of these services, but be advised that the list is incomplete and no endorsements are implied.

https://urldefense.proofpoint.com/v2/url?u=http-3A__www.digsafelynewyork.com_excavators_private-2Dlocators&d=DwlCAQ&c=euGZstcaTDIlvimEN8b7jXrwqOf-v5A_CdpgnVfiiMM&r=rGqNpexfysehWegC-LpBO7cml6lBTpuZXfY5uJSJGJ8&m=sIJJ5nDrcEvgB3dXcmuhEqG3IKaW0rjAAHpEX9Ahw6U&s=6pqBNMsn9xBpVlz033_TeWVyX_R-qcWd4qUv86_MRTQ&e=

Once all utility operators have responded to your pending excavation request, you may begin excavation on your stated commencement date 04/10/2018 07:00:00 AM. Remember that you are required to hand dig within two feet of any markings prior to using mechanized equipment (Tolerance Zone) in order to verify the location and depth of the facility. Or, you can also use vacuum excavation to accomplish this goal.

https://urldefense.proofpoint.com/v2/url?u=http-3A__www.digsafelynewyork.com_excavators_tolerance-2Dzone&d=DwlCAQ&c=euGZstcaTDIlvimEN8b7jXrwqOf-v5A_CdpgnVfiiMM&r=rGqNpexfysehWegC-LpBO7cml6lBTpuZXfY5uJSJGJ8&m=sIJJ5nDrcEvgB3dXcmuhEqG3IKaW0rjAAHpEX9Ahw6U&s=500mpgSce7zVNtqYSCa3gMDDEadma0KzN7IHwJI-aU&e=

Thank you for utilizing this one call service to ensure a safe excavation.

Eric Gutbrod

If a utility has not provided Positive Response by your stated starting time, contact them via their Stakeout Contact that is provided, below. As a last resort, you can contact the one-call center and inform us of the problem. Remember to reference ticket 04058-040-043. Also remember that Dig Safely New York is a call center; it is not one of the utilities that were involved, and it is not a locating service.

Central Hudson Gas And Electric South Electric: Michael Dunning 845-206-6046.

Central Hudson Gas And Electric South Gas: Michael Dunning 845-206-6046.

City Of Newburgh Dpw: Wayne Vradenburgh 845-565-3356.

Mci: Mci National Fiber Security 800-289-3427.

Time Warner Cable Hudson Valley: Usic Voice Calls 800-262-8600.

Verizon / Hudson Valley: Verizon (ppm Center) Stakeout Contact 855-226-9564.

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https://urldefense.proofpoint.com/v2/url?u=http-3A__www.digsafelynewyork.com_excavators_private-2Dlocators&d=DwlCAQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpgnVfiiMM&r=rGqNpexfysehWegC-LpBO7cml6lBTpuZXfY5uJSJGJ8&m=Hf59xAQW-gDzpMNx38RMDd2NqNMME2c28pHaJS8XIZ4&s=rXeR6YkMeNRfz9jsJUOxgxpOjto6nvhlOGQjiY831cQ&e=

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https://urldefense.proofpoint.com/v2/url?u=http-3A__www.digsafelynewyork.com_excavators_tolerance-2Dzone&d=DwlCAQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpgnVfiiMM&r=rGqNpexfysehWegC-LpBO7cml6lBTpuZXfY5uJSJGJ8&m=Hf59xAQW-gDzpMNx38RMDd2NqNMME2c28pHaJS8XIZ4&s=olZXyVjzrCIJqBRRC9Hv5f6nFBgWk1OiJHMKpUpJ7WI&e=

Thank you for utilizing this one call service to ensure a safe excavation.

Eric Gutbrod

If a utility has not provided Positive Response by your stated starting time, contact them via their Stakeout Contact that is provided, below. As a last resort, you can contact the one-call center and inform us of the problem. Remember to reference ticket 04058-040-042. Also remember that Dig Safely New York is a call center; it is not one of the utilities that were involved, and it is not a locating service.

Central Hudson Gas And Electric South Electric: Michael Dunning 845-206-6046.

Central Hudson Gas And Electric South Gas: Michael Dunning 845-206-6046.

City Of Newburgh Dpw: Wayne Vradenburgh 845-565-3356.

Time Warner Cable Hudson Valley: Usic Voice Calls 800-262-8600.

Verizon / Hudson Valley: Verizon (ppm Center) Stakeout Contact 855-226-9564.

The location of any privately owned utility (such as a service drop) is typically the responsibility of the property owner, since the property owner is the person who (a) owns it, and (b) had it installed. If the property owner is unsure of the location of the service drops, private locating services are available in most areas. Dig Safely New York has compiled a list of several of these services, but be advised that the list is incomplete and no endorsements are implied.

https://urldefense.proofpoint.com/v2/url?u=http-3A__www.digsafelynewyork.com_excavators_private-2Dlocators&d=DwlCAQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpqnVfiiMM&r=rGqNpexfYsehWegC-LpBO7cmI6lBTpuZXfY5uJSJGJ8&m=R24p01vOpZtndrzGzy1wLQ8o4s9w7QNDRdp7eEIUpE&s=QXFao-gIT9kiQFNpg9G_pN2g8TV4G2vOCJdgmheM0dM&e=

Once all utility operators have responded to your pending excavation request, you may begin excavation on your stated commencement date 04/10/2018 07:00:00 AM. Remember that you are required to hand dig within two feet of any markings prior to using mechanized equipment (Tolerance Zone) in order to verify the location and depth of the facility. Or, you can also use vacuum excavation to accomplish this goal.

https://urldefense.proofpoint.com/v2/url?u=http-3A__www.digsafelynewyork.com_excavators_tolerance-2Dzone&d=DwlCAQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpqnVfiiMM&r=rGqNpexfYsehWegC-LpBO7cmI6lBTpuZXfY5uJSJGJ8&m=R24p01vOpZtndrzGzy1wLQ8o4s9w7QNDRdp7eEIUpE&s=H1KIGShrS4_CQ6cGxGEHdw-4-dnLzh54R_huPjLnYfM&e=

Thank you for utilizing this one call service to ensure a safe excavation.

(Good Tue 4/24/18)

Eric Gutbrod

From: DO_NOT_REPLY <APR_MailBot@DigSafelyNewYork.com>
Sent: Thursday, April 05, 2018 11:45 AM
To: Eric Gutbrod
Subject: Stakeout Request 04058-040-041, Next Steps

ERIC GUTBROD,

This is an automated message. DO NOT REPLY, it will not go anywhere.

The Dig Safely New York issued Company ID for METRA INDUSTRIES is 90460. You can use this as a shortcut to identify yourself the next time you call. No worries if you forget it, however, as your phone number can work as well.

Your stakeout request 04058-040-041, INSTALL NEW SANITARY SEWER MAIN at CLINTON ST in the City of Newburgh, resulted the following utilities being notified.

Central Hudson Gas And Electric South Electric (Electric).
Central Hudson Gas And Electric South Gas (Gas).
City Of Newburgh Dpw (Sewer, Water).
Time Warner Cable Hudson Valley (Fiber, Catv).
Verizon / Hudson Valley (Fiber, Telephone).

Now that you have taken the important first step of calling before you dig, here is what happens next:

You've scheduled your excavation to begin on 04/10/2018 07:00:00 AM. The utilities have until that time to mark their facilities around your indicated job site. To assist in that process, it is suggested that you outline the perimeter of the digsite using white paint or white flags, to narrow down the location as closely as is possible.

After a utility has marked, or if they have no facilities in that immediate area, each utility should respond to Dig Safely New York's APR system with their results, indicating that their stakeout process is complete, or that they had no facilities in the area. Dig Safely New York's APR system will consolidate their responses and attempt to send the result to you a few business hours before 04/10/2018 07:00:00 AM, or it will send it immediately if all have checked-in sooner. Some facility owners may also contact you directly if a high risk or high value facility is nearby.

You should receive "Positive Response" from *each* utility listed above before you commence excavating. You can view the current response status at any time by visiting <https://urldefense.proofpoint.com/v2/url?u=http-3A-www.digsafelynewyork.com-apr&d=DwlCAQ&c=euGZstcaTDIlvimEN8b7jXrwqOf-v5A-CdpqnVfiiMM&r=rGqNpexfYsehWegC-LpBO7cmI6lBTpuZXfY5uJSJGJ8&m=TJ27B4ajJPYro6GnUvWNzftTAywFx3xByFlvRtLWc3c&s=NAQNo2zjBfd84QzXpQNONy3PN8ObyViX84ossnBSn90&e=> or you can dial 1-888-Diggers (888-344-4377) to check via phone call. It will want to know your phone and ticket number (973-812-0333, 04058-040-041).

Note that the Dig Safely New York call center agents cannot tell you if a utility has responded or not. Call Center Agents are not allowed to see this information.

If a utility has not provided Positive Response by your stated starting time, contact them via their Stakeout Contact that is provided, below. As a last resort, you can contact the one-call center and inform us of the problem. Remember to reference ticket 04058-040-041. Also remember that Dig Safely New York is a call center; it is not one of the utilities that were involved, and it is not a locating service.

Central Hudson Gas And Electric South Electric: Michael Dunning 845-206-6046.

Central Hudson Gas And Electric South Gas: Michael Dunning 845-206-6046.

City Of Newburgh Dpw: Wayne Vradenburgh 845-565-3356.

Time Warner Cable Hudson Valley: Usic Voice Calls 800-262-8600.

Verizon / Hudson Valley: Verizon (ppm Center) Stakeout Contact 855-226-9564.

The location of any privately owned utility (such as a service drop) is typically the responsibility of the property owner, since the property owner is the person who (a) owns it, and (b) had it installed. If the property owner is unsure of the location of the service drops, private locating services are available in most areas. Dig Safely New York has compiled a list of several of these services, but be advised that the list is incomplete and no endorsements are implied.

https://urldefense.proofpoint.com/v2/url?u=http-3A__www.digsafelynewyork.com_excavators_private-2Dlocators&d=DwlCAQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpqnVfiiMM&r=rGqNpexfysehWegC-LpBO7cml6lBTpuZXfY5wSJGJ8&m=TJ27B4ajJPYro6GnUvWNzftTAywFx3xByFlvRtLWc3c&s=z2YptTDkk-p_qCYPfDIM5l3GfKRh8_vV_PzelLoC6O8&e=

Once all utility operators have responded to your pending excavation request, you may begin excavation on your stated commencement date 04/10/2018 07:00:00 AM. Remember that you are required to hand dig within two feet of any markings prior to using mechanized equipment (Tolerance Zone) in order to verify the location and depth of the facility. Or, you can also use vacuum excavation to accomplish this goal.

https://urldefense.proofpoint.com/v2/url?u=http-3A__www.digsafelynewyork.com_excavators_tolerance-2Dzone&d=DwlCAQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpqnVfiiMM&r=rGqNpexfysehWegC-LpBO7cml6lBTpuZXfY5wSJGJ8&m=TJ27B4ajJPYro6GnUvWNzftTAywFx3xByFlvRtLWc3c&s=fQLyF5_hrY6qLYCj8H_lItI41rAMRGYwHsdNb484RVE&e=

Thank you for utilizing this one call service to ensure a safe excavation.

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: 4/20/2018 & 4/23/2018

EWS: 12

Revised on: 5/8/2018

Uncharted Electric Conduit

\$11,531.02

Location:

Clinton Street, Newburgh, NY

Description:

On April 23, 2018, Metra industries had a mainline crew installing 24" Storm Sewers on Clinton Street. As we worked, an uncharted/unmarked electric conduit collapsed into our excavation. We had to stop and secure this unmarked conduit with straps and ensure that it was not damaged. This caused 7 hours of extra work to include securing the conduit and backfilling around it to avoid damaging it.

Notes: 1) A time extension is requested as part of this situation. 2) Impact and extension costs are not included in this claim. Metra reserves its rights to submit for these added costs. 3) Inspection overtime must be added to our claim if inspection overtime is charged against Metra.

TYPE		Total Hours	BASE RATE	COST
SUPERINTENDENT	0	0.00	\$55.00	\$0.00
FOREMAN	1	7.00	\$46.75	\$327.25
BACKHOE OPERATOR	1	7.00	\$49.22	\$344.54
LOADER OPERATOR	1	7.00	\$47.63	\$333.41
LABORERS	4	28.00	\$46.00	\$1,288.00
PIPE LAYERS	0	0.00	\$46.00	\$0.00
WELDER	0	0.00	\$46.00	\$0.00
TEAMSTER	2	14.00	\$43.89	\$614.46
TOTAL LABOR				\$2,907.66

BENEFITS				
TYPE		Total Hours	BENEFITS	COST
SUPERINTENDENT		0.00	\$22.45	\$0.00
FOREMAN		7.00	\$25.53	\$178.71
BACKHOE OPERATOR		7.00	\$31.78	\$222.46
LOADER OPERATOR		7.00	\$31.78	\$222.46
LABORERS		28.00	\$25.53	\$714.84
PIPE LAYERS		0.00	\$25.53	\$0.00
WELDER		0.00	\$25.53	\$0.00
TEAMSTER		14.00	\$28.56	\$399.84
TOTAL BENEFITS				\$1,738.31

EQUIPMENT COST				
TYPE		HOURS	RATE	COST
Komatsu 400 type Backhoe	0	0.00	\$101.94	\$0.00
CAT 365 Backhoe	0	0.00	\$111.38	\$0.00
Komastu D-65 Dozer	0	0.00	\$37.40	\$0.00
LOADER WA500	0	0.00	\$45.33	\$0.00
Backhoe Komatsu 150 Type	0	0.00	\$34.97	\$0.00
IR Drill	0	0.00	\$29.96	\$0.00
Loader Komatsu 250	1	7.00	\$30.83	\$215.81
PICK-UP TRUCK	1	7.00	\$3.20	\$22.40
TANDEM DUMP/DUMP TRUCK	2	14.00	\$24.40	\$341.60
Backhoe CAT 328	1	7.00	\$57.97	\$405.79
TRENCH BOX	1	7.00	\$80.98	\$566.86
JCB Backhoe 214 Type	0	0.00	\$14.20	\$0.00
STEEL PLATES	2	14.00	\$3.78	\$52.92
PUMP	1	7.00	\$4.58	\$32.06
Trench Compactor	1	7.00	\$23.53	\$164.71
BROOM	1	7.00	\$16.85	\$117.95
Jack Hammer	0	0.00	\$1.13	\$0.00
GENERATOR	1	7.00	\$16.55	\$115.85
Compressor 175 HP	0	0.00	\$4.39	\$0.00
Hydraulic impact breaker	0	0.00	\$31.87	\$0.00

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: 4/20/2018 & 4/23/2018

EWS: 12

Revised on: 5/8/2018

Backhoe Komatsu PC 100	0	0.00	\$24.82	\$0.00
Light Tower	0	0.00	\$6.20	\$0.00
Asphalt Roller	0	0.00	\$43.25	\$0.00
Pipe Laser	1	7.00	\$8.19	\$57.33
UTILITY SAW	1	7.00	\$2.12	\$14.84

TOTAL EQUIPMENT COST

\$2,108.12

EQUIPMENT OPERATING COST

TYPE	HOURS	RATE	COST
Komatsu 400 type Backhoe	0.00	\$104.45	\$0.00
CAT 365 Backhoe	0.00	\$65.00	\$0.00
Komatsu D-65 Dozer	0.00	\$16.05	\$0.00
LOADER WA500	0.00	\$32.20	\$0.00
Backhoe Komatsu 150 Type	0.00	\$13.55	\$0.00
IR Drill	0.00	\$15.25	\$0.00
Loader Komatsu 250	7.00	\$35.85	\$250.95
PICK-UP TRUCK	7.00	\$12.00	\$84.00
TANDEM DUMP/DUMP TRUCK	14.00	\$47.20	\$660.80
Backhoe CAT 328	7.00	\$68.10	\$476.70
TRENCH BOX	7.00	\$0.00	\$0.00
JCB Backhoe 214 Type	0.00	\$9.55	\$0.00
STEEL PLATES	14.00	\$0.00	\$0.00
PUMP	7.00	\$4.00	\$28.00
Trench Compactor	7.00	\$11.00	\$77.00
BROOM	7.00	\$21.50	\$150.50
Jack Hammer	0.00	\$0.45	\$0.00
GENERATOR	7.00	\$2.20	\$15.40
Compressor 175 HP	0.00	\$11.70	\$0.00
Hydraulic impact breaker	0.00	\$3.00	\$0.00
Backhoe Komatsu PC 100	0.00	\$9.40	\$0.00
Light Tower	0.00	\$1.70	\$0.00
Asphalt Roller	0.00	\$25.15	\$0.00
Pipe Laser	7.00	\$3.55	\$24.85
UTILITY SAW	7.00	\$1.95	\$13.65

TOTAL OPERATING COSTS

\$1,781.85

SUBCONTRACTOR MATERIAL COST

DESCRIPTION	QUANTITY	COST	COSTS
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

TOTAL MATERIAL COST

\$0.00

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: 4/20/2018 & 4/23/2018
Revised on: 5/8/2018

EWS: 12

Summary

LABOR	\$2,907.66
MATERIALS & SUBS	\$0.00
BENEFITS	\$1,738.31
EQUIPMENT	\$2,108.12
OPERATING COST	\$1,781.85
SUBTOTAL	\$8,535.94
OVERHEAD @ 10%	\$853.59
SUBTOTAL	\$9,389.53
PROFIT @ 10%	\$938.95
Subtotal	\$10,328.48
INSURANCE & PAYROLL TAX	\$1,202.53
Subtotal	\$11,531.02

JOE
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METRA INDUSTRIES

50 MULLER PLACE
LITTLE FALLS, N.J. 07424

DATE: 4/23/18 / 4/20/19

PROJECT: Liberty & Clinton

OWNER: City of Newburgh NY

Please be advised that on the above referenced date the following work was performed which we believe constitutes extra work under the terms of the contract.

Location: Dan Line 3564 to 3554

Work performed:

additional work to Deal with uncharted
Electric lines

Labor, Equipment and Materials:

Type

Fazaman

2 operators

4 laborers

2 Dump trucks

1 CAT 328

1 Komatsu 250

1 pickup truck

Hours/Quantity

7 hrs

We feel we are entitled to an adjustment of contract time and price as a result of this extra work. This may not encompass the full impact on the project. Said impact is indeterminant at this time.

Please investigate this and provide us with your prompt determination in this regard

Received by:

Signed:

Metra Industries

AN EQUAL OPPORTUNITY EMPLOYER



Incident Report Form

Project Name & Job Number: Newburgh

Type of Incident: (please circle)

Bodily Injury

Property Damage

Workers Compensation

Auto

General Information:

Location: 72 Clinton Time: _____ AM PM

Date of Report: 4/23/18 Date of Incident: 4/23/18

Summary of Incident:

unCharged electric lines collapse
into trench killed 40 conductors

Witnesses Name: Felipe

Witnesses Telephone: _____

List other Subcontractors or Contractors working in area:

Description of Damage or Injury: (include make, model, VIN)

electric conductors

Claimant Name: _____

Address: _____

Telephone: _____

Metra Industries Representative:

C. Schutte
(Please Print Name)

[Signature]

(Signature)



(Good Till 4/24/18)

Eric Gutbrod

From: DO_NOT_REPLY <APR_MailBot@DigSafelyNewYork.com>
Sent: Thursday, April 05, 2018 11:47 AM
To: Eric Gutbrod
Subject: Stakeout Request 04058-040-044, Next Steps

ERIC GUTBROD,

This is an automated message. DO NOT REPLY, it will not go anywhere.

The Dig Safely New York issued Company ID for METRA INDUSTRIES is 90460. You can use this as a shortcut to identify yourself the next time you call. No worries if you forget it, however, as your phone number can work as well.

Your stakeout request 04058-040-044, INSTALL NEW SANITARY SEWER MAIN at CLINTON ST in the City of Newburgh, resulted the following utilities being notified.

Central Hudson Gas And Electric South Electric (Electric).
Central Hudson Gas And Electric South Gas (Gas).
City Of Newburgh Dpw (Sewer, Water).
Mci (Fiber).
Time Warner Cable Hudson Valley (Fiber, Catv).
Verizon / Hudson Valley (Fiber, Telephone).

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You've scheduled your excavation to begin on 04/10/2018 07:00:00 AM. The utilities have until that time to mark their facilities around your indicated job site. To assist in that process, it is suggested that you outline the perimeter of the digsite using white paint or white flags, to narrow down the location as closely as is possible.

After a utility has marked, or if they have no facilities in that immediate area, each utility should respond to Dig Safely New York's APR system with their results, indicating that their stakeout process is complete, or that they had no facilities in the area. Dig Safely New York's APR system will consolidate their responses and attempt to send the result to you a few business hours before 04/10/2018 07:00:00 AM, or it will send it immediately if all have checked-in sooner. Some facility owners may also contact you directly if a high risk or high value facility is nearby.

You should receive "Positive Response" from *each* utility listed above before you commence excavating. You can view the current response status at any time by visiting https://urldefense.proofpoint.com/v2/url?u=http-3A-www.digsafelynewyork.com-apr&d=DwlCAQ&c=euGZstcaTDIlvimEN8b7jXrwqOf-v5A_CdpqnVfiiMM&r=rGqNpexfYsehWegC-LpBO7cm16lBTpuZXfY5uJSJGJ8&m=sIJJ5nDrcEvGB3dXcmuhEqG3IKaW0rjAAHpEX9Ahw6U&s=FX0_evxBaetHib8m-ktc8i-EcEdbYP5zJXGNBZBrzJs&e= or you can dial 1-888-Diggers (888-344-4377) to check via phone call. It will want to know your phone and ticket number (973-812-0333, 04058-040-044).

Note that the Dig Safely New York call center agents cannot tell you if a utility has responded or not. Call Center Agents are not allowed to see this information.

If a utility has not provided Positive Response by your stated starting time, contact them via their Stakeout Contact that is provided, below. As a last resort, you can contact the one-call center and inform us of the problem. Remember to reference ticket 04058-040-044. Also remember that Dig Safely New York is a call center; it is not one of the utilities that were involved, and it is not a locating service.

Central Hudson Gas And Electric South Electric: Michael Dunning 845-206-6046.

Central Hudson Gas And Electric South Gas: Michael Dunning 845-206-6046.

City Of Newburgh Dpw: Wayne Vradenburgh 845-565-3356.

Mci: Mci National Fiber Security 800-289-3427.

Time Warner Cable Hudson Valley: Usic Voice Calls 800-262-8600.

Verizon / Hudson Valley: Verizon (ppm Center) Stakeout Contact 855-226-9564.

The location of any privately owned utility (such as a service drop) is typically the responsibility of the property owner, since the property owner is the person who (a) owns it, and (b) had it installed. If the property owner is unsure of the location of the service drops, private locating services are available in most areas. Dig Safely New York has compiled a list of several of these services, but be advised that the list is incomplete and no endorsements are implied.

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Thank you for utilizing this one call service to ensure a safe excavation.

(Good Tue 4/24/18)

ERIC GUTBROD,

The Dig Safely New York issued Company ID for METRA INDUSTRIES is 90460. You can use this as a shortcut to identify yourself the next time you call. No worries if you forget it, however, as your phone number can work as well.

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Central Hudson Gas And Electric South Gas (Gas).
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If a utility has not provided Positive Response by your stated starting time, contact them via their Stakeout Contact that is provided, below. As a last resort, you can contact the one-call center and inform us of the problem. Remember to reference ticket 04058-040-043. Also remember that Dig Safely New York is a call center; it is not one of the utilities that were involved, and it is not a locating service.

Central Hudson Gas And Electric South Electric: Michael Dunning 845-206-6046.

Central Hudson Gas And Electric South Gas: Michael Dunning 845-206-6046.

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Thank you for utilizing this one call service to ensure a safe excavation.

(Good Till 4/24/18)

Eric Gutbrod

From: DO_NOT_REPLY <APR_MailBot@DigSafelyNewYork.com>
Sent: Thursday, April 05, 2018 11:45 AM
To: Eric Gutbrod
Subject: Stakeout Request 04058-040-042, Next Steps

ERIC GUTBROD,

This is an automated message. DO NOT REPLY, it will not go anywhere.

The Dig Safely New York issued Company ID for METRA INDUSTRIES is 90460. You can use this as a shortcut to identify yourself the next time you call. No worries if you forget it, however, as your phone number can work as well.

Your stakeout request 04058-040-042, INSTALL NEW SANITARY SEWER MAIN at CLINTON ST in the City of Newburgh, resulted the following utilities being notified.

Central Hudson Gas And Electric South Electric (Electric).
Central Hudson Gas And Electric South Gas (Gas).
City Of Newburgh Dpw (Sewer, Water).
Time Warner Cable Hudson Valley (Fiber, Catv).
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Thank you for utilizing this one call service to ensure a safe excavation.

(Good Tue 4/24/18)

Eric Gutbrod

From: DO_NOT_REPLY <APR_MailBot@DigSafelyNewYork.com>
Sent: Thursday, April 05, 2018 11:45 AM
To: Eric Gutbrod
Subject: Stakeout Request 04058-040-041, Next Steps

ERIC GUTBROD,

This is an automated message. DO NOT REPLY, it will not go anywhere.

The Dig Safely New York issued Company ID for METRA INDUSTRIES is 90460. You can use this as a shortcut to identify yourself the next time you call. No worries if you forget it, however, as your phone number can work as well.

Your stakeout request 04058-040-041, INSTALL NEW SANITARY SEWER MAIN at CLINTON ST in the City of Newburgh, resulted the following utilites being notified.

Central Hudson Gas And Electric South Electric (Electric).
Central Hudson Gas And Electric South Gas (Gas).
City Of Newburgh Dpw (Sewer, Water).
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Now that you have taken the important first step of calling before you dig, here is what happens next:

You've scheduled your excavation to begin on 04/10/2018 07:00:00 AM. The utilities have until that time to mark their facilities around your indicated job site. To assist in that process, it is suggested that you outline the perimeter of the digsite using white paint or white flags, to narrow down the location as closely as is possible.

After a utility has marked, or if they have no facilities in that immediate area, each utility should respond to Dig Safely New York's APR system with their results, indicating that their stakeout process is complete, or that they had no facilities in the area. Dig Safely New York's APR system will consolidate their responses and attempt to send the result to you a few business hours before 04/10/2018 07:00:00 AM, or it will send it immediately if all have checked-in sooner. Some facility owners may also contact you directly if a high risk or high value facility is nearby.

You should receive "Positive Response" from *each* utility listed above before you commence excavating. You can view the current response status at any time by visiting https://urldefense.proofpoint.com/v2/url?u=http-3A-www.digsafelynewyork.com_apr&d=DwlCAQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpnVfiiMM&r=rGqNpexfysehWegC-LpBO7cml6lBTpuZXfY5uJSJGJ8&m=TJ27B4ajJPYro6GnUvWNzftAYwFx3xByFlvRtLWc3c&s=NAQNo2zjBfd84QzXpQNONy3PN8ObyViX84ossnBSn90&e= or you can dial 1-888-Diggers (888-344-4377) to check via phone call. It will want to know your phone and ticket number (973-812-0333, 04058-040-041).

Note that the Dig Safely New York call center agents cannot tell you if a utility has responded or not. Call Center Agents are not allowed to see this information.

If a utility has not provided Positive Response by your stated starting time, contact them via their Stakeout Contact that is provided, below. As a last resort, you can contact the one-call center and inform us of the problem. Remember to reference ticket 04058-040-041. Also remember that Dig Safely New York is a call center; it is not one of the utilities that were involved, and it is not a locating service.

Central Hudson Gas And Electric South Electric: Michael Dunning 845-206-6046.

Central Hudson Gas And Electric South Gas: Michael Dunning 845-206-6046.

City Of Newburgh Dpw: Wayne Vradenburgh 845-565-3356.

Time Warner Cable Hudson Valley: Usic Voice Calls 800-262-8600.

Verizon / Hudson Valley: Verizon (ppm Center) Stakeout Contact 855-226-9564.

The location of any privately owned utility (such as a service drop) is typically the responsibility of the property owner, since the property owner is the person who (a) owns it, and (b) had it installed. If the property owner is unsure of the location of the service drops, private locating services are available in most areas. Dig Safely New York has compiled a list of several of these services, but be advised that the list is incomplete and no endorsements are implied.

https://urldefense.proofpoint.com/v2/url?u=http-3A__www.digsafelynewyork.com_excavators_private-2Dlocators&d=DwlCAQ&c=euGZstcaTDIlvimEN8b7jXrwqOf-v5A_CdpgnVfiiMM&r=rGqNpexfYsehWegC-LpBO7cml6lBTpuZXfY5uJSJGJ8&m=TJ27B4ajJPYro6GnUvWNzftTAywFx3xByFlvRtLWc3c&s=z2YptTDkk-p_qCYPfDIM5I3GfKRh8_yV_PzeILoC6O8&e=

Once all utility operators have responded to your pending excavation request, you may begin excavation on your stated commencement date 04/10/2018 07:00:00 AM. Remember that you are required to hand dig within two feet of any markings prior to using mechanized equipment (Tolerance Zone) in order to verify the location and depth of the facility. Or, you can also use vacuum excavation to accomplish this goal.

https://urldefense.proofpoint.com/v2/url?u=http-3A__www.digsafelynewyork.com_excavators_tolerance-2Dzone&d=DwlCAQ&c=euGZstcaTDIlvimEN8b7jXrwqOf-v5A_CdpgnVfiiMM&r=rGqNpexfYsehWegC-LpBO7cml6lBTpuZXfY5uJSJGJ8&m=TJ27B4ajJPYro6GnUvWNzftTAywFx3xByFlvRtLWc3c&s=fQLyF5_hrY6qLYCj8H_IltI41rAMRGYwHsdNb484RVE&e=

Thank you for utilizing this one call service to ensure a safe excavation.

Metra Industries

50 Muller Place
Little Falls, New Jersey 07424
Tel: 973.812.0333
Fax: 973.812.6596

May 1, 2018

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

Re: Liberty & Grand Streets Sewer Improvements

Attention: Matthew Scavarda

Matt,

Attached for the issuance of a change order, processing and payment is our EWS #13 Relocate new pipe. On May 1, 2018 Metra had installed Catch Basin – CB-xxx at the intersection of Clinton and Grand Streets. This catch basin and pipe had to be removed and relocated downstream to adhere to the revised drawings. We received these revised drawings on this same day (May 1, 2018).

As described on the EWS itself, due to a redesign / design change. An entire day (8hours) were required to remove and reinstall a catch basing and pipe that we had previously installed.

This is a follow up to numerous notifications we sent including but not limited to our emails of April 25, 2018 stating:

“The conflict and changes may cause extra work and therefore additional costs to the contract. This email is being sent to satisfy notification requirements. If and when we have more information and/or actual numbers, Charlie and I would like to set a meeting to discuss these changes. We’ll like to do this prior to any actual submission of EWS.”

Per the specification:

“The Contractor shall proceed diligently with performance of the disputed work pending final resolution of his claim for damages.”

As stated on the EWS itself, a project time extension is requested for this EWS as well as for our prior EWS’.

Please contact us with any questions or concerns you may have.

Respectfully,



Jeff Dunn

C Jason Morris, City of Newburgh

/jsd

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: 05/01/2018 **EWS: 13**
Revised on: 5/8/2018

Total of Extra Work (see page 3): **\$13,178.31**

Location:

Clinton Street, Newburgh, NY

Description:

Metra Industries had a mainline crew working on May 1, 2018. This crew had installed Catch Basin – CB-xxx at the intersection of Clinton and Grand Streets along with pipe. While the work was fully underway, in progress and being completed, there was the issuance of a redesign. Accordingly, the aforementioned catch basin and pipe had to be removed and relocated downstream in order to adhere to the revised drawings. We received these revised drawings on this same day (May 1, 2018) while in progress with the actual work itself. This required the entire shift of extra work to complete.

Notes: 1) A time extension is requested as part of this situation. 2) Impact and extension costs are not included in this claim. Metra reserves its rights to submit for these added costs. 3) Inspection overtime must be added to our claim if inspection overtime is charged against Metra.

TYPE		Total Hours	BASE RATE	COST
SUPERINTENDENT	0	0.00	\$55.00	\$0.00
FOREMAN	1	8.00	\$46.75	\$374.00
BACKHOE OPERATOR	1	8.00	\$49.22	\$393.76
LOADER OPERATOR	1	8.00	\$47.63	\$381.04
LABORERS	4	32.00	\$46.00	\$1,472.00
PIPE LAYERS	0	0.00	\$46.00	\$0.00
WELDER	0	0.00	\$46.00	\$0.00
TEAMSTER	2	16.00	\$43.89	\$702.24
TOTAL LABOR				\$3,323.04

BENEFITS				
TYPE		Total Hours	BENEFITS	COST
SUPERINTENDENT		0.00	\$22.45	\$0.00
FOREMAN		8.00	\$25.53	\$204.24
BACKHOE OPERATOR		8.00	\$31.78	\$254.24
LOADER OPERATOR		8.00	\$31.78	\$254.24
LABORERS		32.00	\$25.53	\$816.96
PIPE LAYERS		0.00	\$25.53	\$0.00
WELDER		0.00	\$25.53	\$0.00
TEAMSTER		16.00	\$28.56	\$456.96
TOTAL BENEFITS				\$1,986.64

EQUIPMENT COST				
TYPE		HOURS	RATE	COST
Komatsu 400 type Backhoe	0	0.00	\$101.94	\$0.00
CAT 365 Backhoe	0	0.00	\$111.38	\$0.00
Komatsu D-65 Dozer	0	0.00	\$37.40	\$0.00
LOADER WA500	0	0.00	\$45.33	\$0.00
Backhoe Komatsu 150 Type	0	0.00	\$34.97	\$0.00
IR Drill	0	0.00	\$29.96	\$0.00
Loader Komatsu 250	1	8.00	\$30.83	\$246.64
PICK-UP TRUCK	1	8.00	\$3.20	\$25.60
TANDEM DUMP/DUMP TRUCK	2	16.00	\$24.40	\$390.40
Backhoe CAT 328	1	8.00	\$57.97	\$463.76
TRENCH BOX	1	8.00	\$80.98	\$647.84
JCB Backhoe 214 Type	0	0.00	\$14.20	\$0.00
STEEL PLATES	2	16.00	\$3.78	\$60.48
PUMP	1	8.00	\$4.58	\$36.64
Trench Compactor	1	8.00	\$23.53	\$188.24
BROOM	1	8.00	\$16.85	\$134.80
Jack Hammer	0	0.00	\$1.13	\$0.00
GENERATOR	1	8.00	\$16.55	\$132.40

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: 05/01/2018 EWS: 13
Revised on: 5/8/2018

Compressor 175 HP	0	0.00	\$4.39	\$0.00
Hydraulic impact breaker	0	0.00	\$31.87	\$0.00
Backhoe Komatsu PC 100	0	0.00	\$24.82	\$0.00
Light Tower	0	0.00	\$6.20	\$0.00
Asphalt Roller	0	0.00	\$43.25	\$0.00
Pipe Laser	1	8.00	\$8.19	\$65.52
UTILITY SAW	1	8.00	\$2.12	\$16.96
TOTAL EQUIPMENT COST				\$2,409.28

EQUIPMENT OPERATING COST

TYPE	HOURS	RATE	COST
Komatsu 400 type Backhoe	0.00	\$104.45	\$0.00
CAT 365 Backhoe	0.00	\$65.00	\$0.00
Komatsu D-65 Dozer	0.00	\$16.05	\$0.00
LOADER WA500	0.00	\$32.20	\$0.00
Backhoe Komatsu 150 Type	0.00	\$13.55	\$0.00
IR Drill	0.00	\$15.25	\$0.00
Loader Komatsu 250	8.00	\$35.85	\$286.80
PICK-UP TRUCK	8.00	\$12.00	\$96.00
TANDEM DUMP/DUMP TRUCK	16.00	\$47.20	\$755.20
Backhoe CAT 328	8.00	\$68.10	\$544.80
TRENCH BOX	8.00	\$0.00	\$0.00
JCB Backhoe 214 Type	0.00	\$9.55	\$0.00
STEEL PLATES	16.00	\$0.00	\$0.00
PUMP	8.00	\$4.00	\$32.00
Trench Compactor	8.00	\$11.00	\$88.00
BROOM	8.00	\$21.50	\$172.00
Jack Hammer	0.00	\$0.45	\$0.00
GENERATOR	8.00	\$2.20	\$17.60
Compressor 175 HP	0.00	\$11.70	\$0.00
Hydraulic impact breaker	0.00	\$3.00	\$0.00
Backhoe Komatsu PC 100	0.00	\$9.40	\$0.00
Light Tower	0.00	\$1.70	\$0.00
Asphalt Roller	0.00	\$25.15	\$0.00
Pipe Laser	8.00	\$3.55	\$28.40
UTILITY SAW	8.00	\$1.95	\$15.60
TOTAL OPERATING COSTS			\$2,036.40

SUBCONTRACTOR/MATERIAL COST

DESCRIPTION	QUANTITY	COST	COSTS
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
TOTAL MATERIAL COST			\$0.00

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: 05/01/2018
Revised on: 5/8/2018

EWS: 13

Summary

LABOR	\$3,323.04
MATERIALS & SUBS	\$0.00
BENEFITS	\$1,986.64
EQUIPMENT	\$2,409.28
OPERATING COST	\$2,036.40
SUBTOTAL	\$9,755.36
OVERHEAD @ 10%	\$975.54
SUBTOTAL	\$10,730.89
PROFIT @ 10%	\$1,073.09
Subtotal	\$11,803.98
INSURANCE & PAYROLL TAX	\$1,374.33
Subtotal	\$13,178.31

1225
Dunn

METRA INDUSTRIES

50 MULLER PLACE
LITTLE FALLS, NJ. 07424

DATE: 5-1-18

PROJECT: Liberty & Clinton St

OWNER: Newburgh NY

Please be advised that on the above referenced date the following work was performed which we believe constitutes extra work under the terms of the contract.

Location:

Work performed: we started to excavate & install 24" D2000 for Catch Basin XXX. This was a Redesign that was given to us 1st week at intersection of Grand St. & Clinton on the Street Dem. 5/1/18 we were given a Drawing Revising the Original Design. We had to Remove Catch Basin XXX Reset Pipe & move Back (Downstream) Catch Basin to where to Change.

Labor, Equipment and Materials:

Type

Hours/Quantity

1 Fore
2 Operator
4 laborers
1 D2000 truck
1 Cat 320
1 Komatsu 250
1 pickup

0 1/2

We feel we are entitled to an adjustment of contract time and price as a result of this extra work. This may not encompass the full impact on the project. Said impact is indeterminant at this time.

Please investigate this and provide us with your prompt determination in this regard

Received by:

Signed:

Metra Industries

AN EQUAL OPPORTUNITY EMPLOYER

May 7, 2018
Revised June 27, 2018

Barton & Loguidice, D.P.C.
637 Broadway, Suite 2B
Newburgh, New York 12550
Attention: Matthew Scavarda

Re: Liberty & Grand Streets Sewer Improvements – Design Change #2

Matt,

After analyzing the Design Change #2, Metra has split the information into two sections: Contract Items and Extra Work above the original contract items.

The estimated contract items have been entered into a blank Estimate form to determine that the net value of the work will be as redesigned \$13,214.50. A copy of this worksheet is attached for your review.

The extra work has been calculated on an Extra Work Summary (attached). The extra work includes the Coring of 2 holes in inlets to accommodate 8" pipe, Plugging 8" existing holes as a result of the realignment, the extra excavation for the additional depth of the 15" Storm Drain and a much more difficult intersection and road crossing than originally designed – we will now be crossing beneath existing duct banks at a much greater depth of excavation (the work becomes more critical, the added risks are much higher and a significant amount of extra work will be required as part of this change). All of which will require an extra 24 hours. The sum of this Extra Work is \$18,241.90.

The redesign is removing some items and adding others. This 'rearrangement' calculates a net loss of \$11,780 to Metra because the new work represents much higher cost yet only results in slightly higher billings. Metra cannot lose this as it represents a large portion of our overhead and miscellaneous costs as calculated at the time of bid. This total has been added to the Extra Work Summary for a grand total of \$32,391.62, which Metra requires to implement this redesign.

In summary, Metra will agree to the design change under the following conditions:

1. A lump sum amount of \$11,780 is paid in addition to all applicable contract line items.
2. A lump sum amount of \$32,391.62 is paid for extra work resulting from this change which currently has no pay items
3. A project time extension is granted

Please contact us with any questions or concerns you may have.

Respectfully,

A handwritten signature in black ink, appearing to read 'JD' followed by a long horizontal flourish.

Jeff Dunn

C Jason Morris, City of Newburgh

jsd

Transmittal NEWBURGH DESIGN CHANGE #2 Contract Items

OWNER: City of Newburgh 83 Broadway, Newburgh NY 12550				City of Newburgh Liberty and Grand Street Sewer Improvements Project Contract 1 - General Construction PROGRESS ESTIMATE #1 Covering 11/01/2017 to 12/03/2017 CONTRACT AMOUNT \$3,298,115.00 Percentage Complete 0.42%					
CONTRACTOR: METRA INDUSTRIES 50 MULLER PLACE LITTLE FALLS, NJ 07424									
ITEM #	Description	CNRCT QNTY	CNRCT U/P	EST COST	THIS PERIOD		TOTAL TO DATE		% COMPLETE
					QNTY	AMOUNT	QNTY	AMOUNT	
1	Clearing Clearing	1 LS	2,500.00	2,500.00	0.00%	\$0.00	0.00	\$0.00	0.00%
2	Mobilization Mobilization	1 LS							
2a	Procurement & submission and/or Processing & development of Performance and Payment Bonds, Added Insurance, Contract Agreements, emergency phone list, initial utility markout requests +	1 LS	65,000.00	65,000.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
2b	Coordinate, schedule, perform preconstruction video	1 LS	10,000.00	10,000.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
2c	Move equipment to jobsite	1 LS	120,000.00	120,000.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
Total Mobilization			195,000.00						
3	Exploratory Excavation Test Pit	20 EA	1,000.00	20,000.00	0.00%	\$0.00	0.00	\$0.00	0.00%
4a	Material Stored On Site (Pipe) 6-INCH NON-PRESSURE PVC SEWER & SPECIAL	3,350 LF	1.94	6,499.00	0.00%	\$0.00	0.00	\$0.00	0.00%
4b	Balance of Unit Price (install) PVC SEWER & SPECIAL	3,350 LF	98.06	328,501.00	0.00%	\$0.00	0.00	\$0.00	0.00%
4 Total Unit Price			100.00						
5a	Material Stored On Site (Pipe) 8-INCH NON-PRESSURE PVC SEWER & SPECIAL	1,400 LF	3.60	5,040.00	0.00%	\$0.00	0.00	\$0.00	0.00%
5b	Balance of Unit Price (install) PVC SEWER & SPECIAL	1,400 LF	100.40	140,560.00	0.00%	\$0.00	0.00	\$0.00	0.00%
5 Total Unit Price			104.00						
6a	Material Stored On Site (Pipe) 12-INCH NON-PRESSURE PVC SEWER & SPECIAL	345 LF	7.80	2,691.00	0.00%	\$0.00	0.00	\$0.00	0.00%
6b	Balance of Unit Price (install) PVC SEWER & SPECIAL	345 LF	106.20	36,639.00	0.00%	\$0.00	0.00	\$0.00	0.00%
6 Total Unit Price			114.00						
7a	Material Stored On Site (Pipe) 18-INCH NON-PRESSURE PVC SEWER & SPECIAL	1,250 LF	13.40	16,750.00	0.00%	\$0.00	0.00	\$0.00	0.00%
7b	Balance of Unit Price (install) PVC SEWER & SPECIAL	1,250 LF	125.60	157,000.00	0.00%	\$0.00	0.00	\$0.00	0.00%
7 Total Unit Price			139.00						
8a	Material Stored on Site - structure Drop Manholes - 5-FOOT ID	33 VF	150.00	4,950.00	0.00%	\$0.00	0.00	\$0.00	0.00%
8b	Balance of Unit Price (install) Manhole	33 VF	1,650.00	54,450.00	0.00%	\$0.00	0.00	\$0.00	0.00%
8 Total Unit Price			1,800.00						
9a	Material Stored on Site - structure Drop Manholes - 6-FOOT ID	67 VF	400.00	26,800.00	0.00%	\$0.00	0.00	\$0.00	0.00%
9b	Balance of Unit Price (install) Manhole	67 VF	500.00	33,500.00	0.00%	\$0.00	0.00	\$0.00	0.00%
9 Total Unit Price			900.00						
10a	Material Stored on Site - structure Standard Manhole - 4-foot ID	156 VF	150.00	23,400.00	0.00%	\$0.00	0.00	\$0.00	0.00%
10b	Balance of Unit Price (install) Manhole	156 VF	450.00	70,200.00	0.00%	\$0.00	0.00	\$0.00	0.00%
10 Total Unit Price			600.00						
11a	Material Stored on Site - structure Standard Manhole - 5-foot ID	27 VF	300.00	8,100.00	0.00%	\$0.00	0.00	\$0.00	0.00%

11b	Balance of Unit Price (install) Manhole	27 VF	100.00	2,700.00	0.00	\$0.00	0.00	\$0.00	0.00%
11	Total Unit Price		400.00						
12a	Material Stored on Site - structure Standard Manhole - 6-foot ID	11 VF	400.00	4,400.00	0.00	\$0.00	0.00	\$0.00	0.00%
12b	Balance of Unit Price (install) Manhole	11 VF	2,600.00	28,600.00	0.00	\$0.00	0.00	\$0.00	0.00%
12	Total Unit Price		3,000.00						
13a	Material Stored on Site - structure Doghouse Manhole - 5-foot ID	2 EA	6,000.00	12,000.00	2.00	\$12,000.00	2.00	\$12,000.00	100.00%
13b	Balance of Unit Price (install) Manhole	2 EA	7,000.00	14,000.00	2.00	\$14,000.00	2.00	\$14,000.00	100.00%
13	Total Unit Price		13,000.00						
14a	Material Stored on Site - structure Doghouse Manhole - 6-foot ID	1 EA	5,000.00	5,000.00	0.00	\$0.00	0.00	\$0.00	0.00%
14b	Balance of Unit Price (install) Manhole	1 EA	10,000.00	10,000.00	0.00	\$0.00	0.00	\$0.00	0.00%
14	Total Unit Price		15,000.00						
15a	Material Stored on Site frame/cover 30-Inch Manhole Frame & Cover	29 EA	375.00	10,875.00	2.00	\$750.00	2.00	\$750.00	6.90%
15b	Balance of Unit Price (install) Frame & Cover	29 EA	70.00	2,030.00	2.00	\$140.00	2.00	\$140.00	6.90%
15	Total Unit Price		445.00						
16	1.7-FT BY 2.2-FT Sewer Rehab (Centrifugally Cast Cement Mortar Lining)	0 LF	0.00	0.00	0.00	\$0.00	0.00	\$0.00	
17a	Materials (pipe) 6-Inch Corrugated HDPE Non-Pressure Storm Sewer Laterals	1,050 LF	2.05	2,152.50	161.00	\$330.05	161.00	\$330.05	15.33%
17b	Balance of Unit Price (install) PVC SEWER & SPECIAL	1,050 LF	252.95	265,597.50	161.00	\$40,724.95	161.00	\$40,724.95	15.33%
17	Total Unit Price		255.00						
18a	Materials (pipe) 8-Inch Corrugated HDPE Non-Pressure Storm Sewer Laterals	850 LF	3.25	2,762.50	-290.00	-\$942.50	-290.00	-\$942.50	0.00%
18b	Balance of Unit Price (install) PVC SEWER & SPECIAL	850 LF	251.75	213,987.50	-290.00	-\$73,007.50	-290.00	-\$73,007.50	0.00%
18	Total Unit Price		255.00						
19a	Materials stored on site (pipe) 12-Inch HDPE Non-Pressure Storm Sewer and Special	1,120 LF	4.65	5,208.00	0.00	\$0.00	0.00	\$0.00	0.00%
19b	Balance of Unit Price (install) PVC SEWER & SPECIAL	1,120 LF	225.35	252,392.00	0.00	\$0.00	0.00	\$0.00	0.00%
19	Total Unit Price		230.00						
20a	Materials stored on site (pipe) 15-Inch HDPE Non-Pressure Storm Sewer and Special	930 LF	6.65	6,184.50	-7.00	-\$46.55	-7.00	-\$46.55	0.00%
20b	Balance of Unit Price (install) PVC SEWER & SPECIAL	930 LF	248.35	230,965.50	-7.00	-\$1,738.45	-7.00	-\$1,738.45	0.00%
20	Total Unit Price		255.00						
21a	Materials stored on site (pipe) 18-Inch HDPE Non-Pressure Storm Sewer and Special	125 LF	9.25	1,156.25	0.00	\$0.00	0.00	\$0.00	0.00%
21b	Balance of Unit Price (install) PVC SEWER & SPECIAL	125 LF	245.75	30,718.75	0.00	\$0.00	0.00	\$0.00	0.00%
21	Total Unit Price		255.00						
22a	Materials stored on site (pipe) 24-Inch HDPE Non-Pressure Storm Sewer and Special	735 LF	14.75	10,841.25	140.00	\$2,065.00	140.00	\$2,065.00	19.05%
22b	Balance of Unit Price (install) PVC SEWER & SPECIAL	735 LF	290.25	213,333.75	140.00	\$40,635.00	140.00	\$40,635.00	19.05%
22	Total Unit Price		305.00						
23a	Materials stored on site (pipe) 30-Inch HDPE Non-Pressure Storm Sewer and Special	55 LF	21.00	1,155.00	0.00	\$0.00	0.00	\$0.00	0.00%

23b	Balance of Unit Price (install) PVC SEWER & SPECIAL	55 LF	294.00	16,170.00	0.00	\$0.00	0.00	\$0.00	0.00%
23	Total Unit Price		315.00						
24	NYS DOT Type 'A' Storm Catch Basin	62 VF	125.00	7,750.00	0.00	\$0.00	0.00	\$0.00	0.00%
25	Storm Drainage Frame, Grate and Inlet	17 EA	250.00	4,250.00	0.00	\$0.00	0.00	\$0.00	0.00%
26	Trash Rack Vault								
26a	Hatch (materials stored on site)	1 LS	1,775.00	1,775.00	0.00	\$0.00	0.00	\$0.00	0.00%
26b	Precast Structure (materials stored)	1 LS	6,550.00	6,550.00	0.00	\$0.00	0.00	\$0.00	0.00%
26c	Balance of Unit Price (install)	1 LS	26,675.00	26,675.00	0.00	\$0.00	0.00	\$0.00	0.00%
26	Total Unit Price		35,000.00						
27	Energy Dissipating Vault	1 LS							
27a	Frame/Cover (materials stored on site)	2 Ea	245.00	490.00	0.00	\$0.00	0.00	\$0.00	0.00%
27b	Precast Structure (materials stored)	1 LS	3,925.00	3,925.00	0.00	\$0.00	0.00	\$0.00	0.00%
27c	Balance of Unit Price (install)	1 LS	25,585.00	25,585.00	0.00	\$0.00	0.00	\$0.00	0.00%
27	Total Unit Price		30,000.00						
28	Concrete Sub-base Removal	2,000 LF	4.00	8,000.00	0.00	\$0.00	0.00	\$0.00	0.00%
29	Sub-base Sub-base	3,720 CY	20.00	74,400.00	0.00	\$0.00	0.00	\$0.00	0.00%
30	Asphalt Binder Course	1,200 Tons	190.00	228,000.00	0.00	\$0.00	0.00	\$0.00	0.00%
31	Asphalt Top Course	760 Ton	150.00	114,000.00	0.00	\$0.00	0.00	\$0.00	0.00%
32	Asphalt Truing and Leveling	180 Ton	1.00	180.00	0.00	\$0.00	0.00	\$0.00	0.00%
33	Erosion And Sediment Control	1 LS	1,500.00	1,500.00	0.00	\$0.00	0.00	\$0.00	0.00%
34	Sewer Flow Control Sewer Flow Control	1 LS	2,500.00	2,500.00	0.00	\$0.00	0.00	\$0.00	0.00%
35	Work Zone Traffic Control	1 LS	1,500.00	1,500.00	0.00	\$0.00	0.00	\$0.00	0.00%
36	Cold Milling of Bituminous Concrete	3,250 SY	18.00	58,500.00	0.00	\$0.00	0.00	\$0.00	0.00%
37	Remove and Stack Bricks	1 LS	750.00	750.00	0.00	\$0.00	0.00	\$0.00	0.00%
38	Remove and Reset Bluestone Sidewalk	2,100 LF	1.00	2,100.00	0.00	\$0.00	0.00	\$0.00	0.00%
39	Reset Cobblestone Gutter	725 LF	5.00	3,625.00	0.00	\$0.00	0.00	\$0.00	0.00%
40	Sewer Lateral Location	1 LS	750.00	750.00	0.00	\$0.00	0.00	\$0.00	0.00%
41	Water Service Relocation	20 EA	250.00	5,000.00	0.00	\$0.00	0.00	\$0.00	0.00%
42	Abandonment of Existing Combined Sewers	1 LS	1,000.00	1,000.00	0.00	\$0.00	0.00	\$0.00	0.00%
43	Asbestos Removal Allowance	1 LS	15,000.00	15,000.00	0.00	\$0.00	0.00	\$0.00	0.00%
44	Clinton Street Drainage Bypass Allowance	1 LS	15,000.00	15,000.00	0.00	\$0.00	0.00	\$0.00	0.00%
45	New Blue Stone Sidewalks	500 SF	20.00	10,000.00	0.00	\$0.00	0.00	\$0.00	0.00%
46	Sewer Rehabilitation (Polyester Fiber Felt Liner with Thermosetting Resin)	1,030 LF	150.00	154,500.00	-140.00	-\$21,000.00	-140.00	-\$21,000.00	0.00%
1A	ALTERNATE ITEM Lead Water Service Replacement	20 EA	1,000.00	20,000.00	0.00	\$0.00	0.00	\$0.00	0.00%
2A	ALTERNATE ITEM 3/4-inch Type K Copper Tubing 3/4-inch Type K Copper Tubing	600 LF	50.00	30,000.00	0.00	\$0.00	0.00	\$0.00	0.00%

Totals

\$3,298,115.00

\$13,910.00

\$13,910.00

Payment Summary

Total due on contract items

\$13,910.00

Materials Stored on Site (breakdown attached)

Sub total

\$13,910.00

5% Retainage

-\$695.50

Sub total

\$13,214.50

Amount Previously Paid

\$0.00

Total due this period

\$13,214.50

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: Pending **EWS TBD**
Revised on:

Cost Proposal (See pg 3) **\$32,391.62**

Location:

Clinton Street, Newburgh, NY

Description:

Redesign #2 Sheets G 3.3 and G 3.6

Notes: 1) A time extension is requested as part of this situation. 2) Impact and extension costs are not included in this claim. Metra reserves its rights to submit for these added costs. 3) Inspection overtime must be added to our claim if inspection overtime is charged against Metra.

TYPE		Total Hours	BASE RATE	COST
SUPERINTENDENT	1	24.00	\$55.00	\$1,320.00
FOREMAN	1	24.00	\$46.75	\$1,122.00
BACKHOE OPERATOR	1	24.00	\$49.22	\$1,181.28
LOADER OPERATOR	0	0.00	\$47.63	\$0.00
LABORERS	1	24.00	\$46.00	\$1,104.00
PIPE LAYERS	0	0.00	\$46.00	\$0.00
WELDER	0	0.00	\$46.00	\$0.00
TEAMSTER	1	24.00	\$43.89	\$1,053.36
TOTAL LABOR				\$5,780.64

BENEFITS				
TYPE		Total Hours	BENEFITS	COST
SUPERINTENDENT		24.00	\$22.45	\$538.80
FOREMAN		24.00	\$25.53	\$612.72
BACKHOE OPERATOR		24.00	\$31.78	\$762.72
LOADER OPERATOR		0.00	\$31.78	\$0.00
LABORERS		24.00	\$25.53	\$612.72
PIPE LAYERS		0.00	\$25.53	\$0.00
WELDER		0.00	\$25.53	\$0.00
TEAMSTER		24.00	\$28.56	\$685.44
TOTAL BENEFITS				\$3,212.40

EQUIPMENT COST				
TYPE		HOURS	RATE	COST
Komatsu 400 type Backhoe	1	0.00	\$101.94	\$0.00
CAT 365 Backhoe	0	0.00	\$111.38	\$0.00
Komatsu D-65 Dozer	0	0.00	\$37.40	\$0.00
LOADER WA500	0	0.00	\$45.33	\$0.00
Backhoe Komatsu 150 Type	0	0.00	\$34.97	\$0.00
IR Drill	0	0.00	\$29.96	\$0.00
Loader Komatsu 320	1	0.00	\$30.83	\$0.00
PICK-UP TRUCK	2	48.00	\$6.11	\$293.28
TANDEM DUMP/DUMP TRUCK	1	24.00	\$85.00	\$2,040.00
Backhoe CAT 328	0	0.00	\$59.80	\$0.00
TRENCH BOX	0	0.00	\$80.98	\$0.00
JCB Backhoe 214 Type	0	0.00	\$14.20	\$0.00
STEEL PLATES	0	0.00	\$3.78	\$0.00
PUMP	0	0.00	\$4.58	\$0.00
Trench Compactor	0	0.00	\$23.53	\$0.00
BROOM	0	0.00	\$16.85	\$0.00
Jack Hammer	0	0.00	\$1.13	\$0.00
GENERATOR	0	0.00	\$16.55	\$0.00
Compressor 175 HP	0	0.00	\$4.39	\$0.00
Hydraulic impact breaker	0	0.00	\$31.87	\$0.00
Backhoe Komatsu PC 100	0	0.00	\$24.82	\$0.00
Light Tower	0	0.00	\$6.20	\$0.00
Asphalt Roller	0	0.00	\$43.25	\$0.00

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: Pending EWS TBD

Revised on:

Pipe Laser	0	0.00	\$8.19	\$0.00
UTILITY SAW	0	0.00	\$2.12	\$0.00

TOTAL EQUIPMENT COST \$2,333.28

EQUIPMENT OPERATING COST

TYPE	HOURS	RATE	COST
Komatsu 400 type Backhoe	0.00	\$104.45	\$0.00
CAT 365 Backhoe	0.00	\$65.00	\$0.00
Komatsu D-65 Dozer	0.00	\$16.05	\$0.00
LOADER WA500	0.00	\$32.20	\$0.00
Backhoe Komatsu 150 Type	0.00	\$13.55	\$0.00
IR Drill	0.00	\$15.25	\$0.00
Loader Komatsu 320	0.00	\$35.85	\$0.00
PICK-UP TRUCK	48.00	\$18.70	\$897.60
TANDEM DUMP/DUMP TRUCK	24.00	\$61.70	\$1,480.80
Backhoe CAT 328	0.00	\$69.35	\$0.00
TRENCH BOX	0.00	\$0.00	\$0.00
JCB Backhoe 214 Type	0.00	\$9.55	\$0.00
STEEL PLATES	0.00	\$0.00	\$0.00
PUMP	0.00	\$4.00	\$0.00
Trench Compactor	0.00	\$11.00	\$0.00
BROOM	0.00	\$21.50	\$0.00
Jack Hammer	0.00	\$0.45	\$0.00
GENERATOR	0.00	\$2.20	\$0.00
Compressor 175 HP	0.00	\$11.70	\$0.00
Hydraulic impact breaker	0.00	\$3.00	\$0.00
Backhoe Komatsu PC 100	0.00	\$9.40	\$0.00
Light Tower	0.00	\$1.70	\$0.00
Asphalt Roller	0.00	\$25.15	\$0.00
Pipe Laser	0.00	\$3.55	\$0.00
UTILITY SAW	0.00	\$1.95	\$0.00

TOTAL OPERATING COSTS \$2,378.40

SUBCONTRACTOR/MATERIAL COST

DESCRIPTION	QUANTITY	COST	COSTS
Core MH for 8" Hole Sub	2.00	\$600.00	\$1,200.00
Plug 2 15" Holes in Inlets MAT only, labor above	2.00	\$50.00	\$100.00
Disposal 8.8 CY Material - Truck above	8.80	\$8.00	\$70.40
			\$0.00
			\$0.00

TOTAL MATERIAL COST \$1,370.40

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: Pending EWS TBD
Revised on:

Summary

LABOR	\$5,780.64
MATERIALS & SUBS	\$1,370.40
BENEFITS	\$3,212.40
EQUIPMENT	\$2,333.28
OPERATING COST	\$2,378.40
SUBTOTAL	\$15,075.12
OVERHEAD @ 10%	\$1,507.51
SUBTOTAL	\$16,582.63
PROFIT @ 10%	\$1,658.26
SUBTOTAL	\$18,240.90
INSURANCE & PAYROLL TAX	\$2,390.73
Lost Profit Due to Design Change	\$11,760.00
Total	\$32,391.62

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: 04/04/2018
Revised on: 5/8/2018, 6/27/2018

EWS: 3

Total of Extra Work (see page 3):

\$2,911.83

Location:

Clinton Street, Newburgh, NY

Description:

On April 4, 2018, Metra industries had a mainline crew installing 18" sewer pipe on Clinton Ave. It was discovered that the designed manhole #5A did not line up with the new design. We had to modify the manhole by cutting a new hole and the parge the holes with brick and mortar. This required 4 hours of extra work as a result. The modification was discussed in the field with the inspector and agreed to in lieu of ordering a new manhole, since this manhole was released prior to the design change.

Notes: 1) A time extension is requested as part of this situation. 2) Impact and extension costs are not included in this claim. Metra reserves its rights to submit for these added costs. 3) Inspection overtime must be added to our claim if inspection overtime is charged against Metra.

TYPE		Total Hours	BASE RATE	COST
SUPERINTENDENT	0	0.00	\$55.00	\$0.00
FOREMAN	1	4.00	\$46.75	\$187.00
BACKHOE OPERATOR	1	4.00	\$49.22	\$196.88
LOADER OPERATOR	1	4.00	\$47.63	\$190.52
LABORERS	2	8.00	\$46.00	\$368.00
PIPE LAYERS	0	0.00	\$46.00	\$0.00
WELDER	0	0.00	\$46.00	\$0.00
TEAMSTER	0	0.00	\$43.89	\$0.00
TOTAL LABOR				\$942.40

BENEFITS				
TYPE		Total Hours	BENEFITS	COST
SUPERINTENDENT		0.00	\$22.45	\$0.00
FOREMAN		4.00	\$25.53	\$102.12
BACKHOE OPERATOR		4.00	\$31.78	\$127.12
LOADER OPERATOR		4.00	\$31.78	\$127.12
LABORERS		8.00	\$25.53	\$204.24
PIPE LAYERS		0.00	\$25.53	\$0.00
WELDER		0.00	\$25.53	\$0.00
TEAMSTER		0.00	\$28.56	\$0.00
TOTAL BENEFITS				\$560.60

EQUIPMENT COST				
TYPE		HOURS	RATE	COST
Komatsu 400 type Backhoe	0	0.00	\$101.94	\$0.00
CAT 365 Backhoe	0	0.00	\$111.38	\$0.00
Komatsu D-65 Dozer	0	0.00	\$37.40	\$0.00
LOADER WA500	0	0.00	\$45.33	\$0.00
Backhoe Komatsu 150 Type	0	0.00	\$34.97	\$0.00
IR Drill	0	0.00	\$29.96	\$0.00
Loader Komatsu 250	0	0.00	\$30.83	\$0.00
PICK-UP TRUCK	1	4.00	\$3.20	\$12.80
TANDEM DUMP/DUMP TRUCK	0	0.00	\$24.40	\$0.00
Backhoe CAT 328	1	4.00	\$57.97	\$231.88
TRENCH BOX	0	0.00	\$80.98	\$0.00
JCB Backhoe 214 Type	0	0.00	\$14.20	\$0.00
STEEL PLATES	0	0.00	\$3.78	\$0.00
PUMP	0	0.00	\$4.58	\$0.00
Trench Compactor	0	0.00	\$23.53	\$0.00
BROOM	0	0.00	\$16.85	\$0.00
Jack Hammer	0	0.00	\$1.13	\$0.00
GENERATOR	0	0.00	\$16.55	\$0.00
Compressor 175 HP	0	0.00	\$4.39	\$0.00
Hydraulic impact breaker	0	0.00	\$31.87	\$0.00

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: 04/04/2018 **EWS: 3**
Revised on: 5/8/2018, 6/27/2018

Backhoe Komatsu PC 100	0	0.00	\$24.82	\$0.00
Light Tower	0	0.00	\$6.20	\$0.00
Asphalt Roller	0	0.00	\$43.25	\$0.00
Pipe Laser	0	0.00	\$8.19	\$0.00
UTILITY SAW	1	4.00	\$2.12	\$8.48
TOTAL EQUIPMENT COST				\$253.16

EQUIPMENT OPERATING COST

TYPE	HOURS	RATE	COST
Komatsu 400 type Backhoe	0.00	\$104.45	\$0.00
CAT 365 Backhoe	0.00	\$65.00	\$0.00
Komatsu D-65 Dozer	0.00	\$16.05	\$0.00
LOADER WA500	0.00	\$32.20	\$0.00
Backhoe Komatsu 150 Type	0.00	\$13.55	\$0.00
IR Drill	0.00	\$15.25	\$0.00
Loader Komatsu 250	0.00	\$35.85	\$0.00
PICK-UP TRUCK	4.00	\$12.00	\$48.00
TANDEM DUMP/DUMP TRUCK	0.00	\$47.20	\$0.00
Backhoe CAT 328	4.00	\$68.10	\$272.40
TRENCH BOX	0.00	\$0.00	\$0.00
JCB Backhoe 214 Type	0.00	\$9.55	\$0.00
STEEL PLATES	0.00	\$0.00	\$0.00
PUMP	0.00	\$4.00	\$0.00
Trench Compactor	0.00	\$11.00	\$0.00
BROOM	0.00	\$21.50	\$0.00
Jack Hammer	0.00	\$0.45	\$0.00
GENERATOR	0.00	\$2.20	\$0.00
Compressor 175 HP	0.00	\$11.70	\$0.00
Hydraulic impact breaker	0.00	\$3.00	\$0.00
Backhoe Komatsu PC 100	0.00	\$9.40	\$0.00
Light Tower	0.00	\$1.70	\$0.00
Asphalt Roller	0.00	\$25.15	\$0.00
Pipe Laser	0.00	\$3.55	\$0.00
UTILITY SAW	4.00	\$1.95	\$7.80
TOTAL OPERATING COSTS			\$328.20

SUBCONTRACTOR/MATERIAL COST

DESCRIPTION	QUANTITY	COST	COSTS
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
TOTAL MATERIAL COST			\$0.00

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: 04/04/2018

EWS: 3

Revised on: 5/8/2018, 6/27/2018

Summary

LABOR	\$942.40
MATERIALS & SUBS	\$0.00
BENEFITS	\$560.60
EQUIPMENT	\$253.16
OPERATING COST	\$328.20
SUBTOTAL	\$2,084.36
OVERHEAD @ 10%	\$208.44
SUBTOTAL	\$2,292.80
PROFIT @ 10%	\$229.28
Subtotal	\$2,522.08
INSURANCE & PAYROLL TAX	\$389.75
Subtotal	\$2,911.83

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: 04/12/2018
Revised on: 5/8/2018, 6/27/2018

EWS: 8

Total of Extra Work (See Page 3):

\$2,911.83

Location:

Clinton Street, Newburgh, NY

Description:

On April 12, 2018, Metra industries had a mainline crew installing 18" sewer pipe on Clinton Ave. It was discovered that the designed manhole #281A did not line up with the new design. We had to modify the manhole by cutting the hole larger and the parge the hole with brick and mortar around the pipe. This required 4 hours of extra work as a result. The modification was discussed in the field with the inspector and agreed to in lieu of ordering a new manhole, since this manhole was released prior to the design change.

Notes: 1) A time extension is requested as part of this situation. 2) Impact and extension costs are not included in this claim. Metra reserves its rights to submit for these added costs. 3) Inspection overtime must be added to our claim if inspection overtime is charged against Metra.

TYPE		Total Hours	BASE RATE	COST
SUPERINTENDENT	0	0.00	\$55.00	\$0.00
FOREMAN	1	4.00	\$46.75	\$187.00
BACKHOE OPERATOR	1	4.00	\$49.22	\$196.88
LOADER OPERATOR	1	4.00	\$47.63	\$190.52
LABORERS	2	8.00	\$46.00	\$368.00
PIPE LAYERS	0	0.00	\$46.00	\$0.00
WELDER	0	0.00	\$46.00	\$0.00
TEAMSTER	0	0.00	\$43.89	\$0.00
TOTAL LABOR				\$942.40

BENEFITS				
TYPE		Total Hours	BENEFITS	COST
SUPERINTENDENT		0.00	\$22.45	\$0.00
FOREMAN		4.00	\$25.53	\$102.12
BACKHOE OPERATOR		4.00	\$31.78	\$127.12
LOADER OPERATOR		4.00	\$31.78	\$127.12
LABORERS		8.00	\$25.53	\$204.24
PIPE LAYERS		0.00	\$25.53	\$0.00
WELDER		0.00	\$25.53	\$0.00
TEAMSTER		0.00	\$28.56	\$0.00
TOTAL BENEFITS				\$560.60

EQUIPMENT COST				
TYPE		HOURS	RATE	COST
Komatsu 400 type Backhoe	0	0.00	\$101.94	\$0.00
CAT 365 Backhoe	0	0.00	\$111.38	\$0.00
Komatsu D-65 Dozer	0	0.00	\$37.40	\$0.00
LOADER WA500	0	0.00	\$45.33	\$0.00
Backhoe Komatsu 150 Type	0	0.00	\$34.97	\$0.00
IR Drill	0	0.00	\$29.96	\$0.00
Loader Komatsu 250	0	0.00	\$30.83	\$0.00
PICK-UP TRUCK	1	4.00	\$3.20	\$12.80
TANDEM DUMP/DUMP TRUCK	0	0.00	\$24.40	\$0.00
Backhoe CAT 328	1	4.00	\$57.97	\$231.88
TRENCH BOX	0	0.00	\$80.98	\$0.00
JCB Backhoe 214 Type	0	0.00	\$14.20	\$0.00
STEEL PLATES	0	0.00	\$3.78	\$0.00
PUMP	0	0.00	\$4.58	\$0.00
Trench Compactor	0	0.00	\$23.53	\$0.00
BROOM	0	0.00	\$16.85	\$0.00
Jack Hammer	0	0.00	\$1.13	\$0.00
GENERATOR	0	0.00	\$16.55	\$0.00
Compressor 175 HP	0	0.00	\$4.39	\$0.00
Hydraulic impact breaker	0	0.00	\$31.87	\$0.00

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: 04/12/2018 EWS: 8
Revised on: 5/8/2018, 6/27/2018

Backhoe Komatsu PC 100	0	0.00	\$24.82	\$0.00
Light Tower	0	0.00	\$6.20	\$0.00
Asphalt Roller	0	0.00	\$43.25	\$0.00
Pipe Laser	0	0.00	\$8.19	\$0.00
UTILITY SAW	1	4.00	\$2.12	\$8.48
TOTAL EQUIPMENT COST				\$253.16

EQUIPMENT OPERATING COST

TYPE	HOURS	RATE	COST
Komatsu 400 type Backhoe	0.00	\$104.45	\$0.00
CAT 365 Backhoe	0.00	\$65.00	\$0.00
Komatsu D-65 Dozer	0.00	\$16.05	\$0.00
LOADER WA500	0.00	\$32.20	\$0.00
Backhoe Komatsu 150 Type	0.00	\$13.55	\$0.00
IR Drill	0.00	\$15.25	\$0.00
Loader Komatsu 250	0.00	\$35.85	\$0.00
PICK-UP TRUCK	4.00	\$12.00	\$48.00
TANDEM DUMP/DUMP TRUCK	0.00	\$47.20	\$0.00
Backhoe CAT 328	4.00	\$68.10	\$272.40
TRENCH BOX	0.00	\$0.00	\$0.00
JCB Backhoe 214 Type	0.00	\$9.55	\$0.00
STEEL PLATES	0.00	\$0.00	\$0.00
PUMP	0.00	\$4.00	\$0.00
Trench Compactor	0.00	\$11.00	\$0.00
BROOM	0.00	\$21.50	\$0.00
Jack Hammer	0.00	\$0.45	\$0.00
GENERATOR	0.00	\$2.20	\$0.00
Compressor 175 HP	0.00	\$11.70	\$0.00
Hydraulic impact breaker	0.00	\$3.00	\$0.00
Backhoe Komatsu PC 100	0.00	\$9.40	\$0.00
Light Tower	0.00	\$1.70	\$0.00
Asphalt Roller	0.00	\$25.15	\$0.00
Pipe Laser	0.00	\$3.55	\$0.00
UTILITY SAW	4.00	\$1.95	\$7.80
TOTAL OPERATING COSTS			\$328.20

SUBCONTRACTOR/MATERIAL COST

DESCRIPTION	QUANTITY	COST	COSTS
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
TOTAL MATERIAL COST			\$0.00

Owner: City of Newburgh
 Project: Liberty & Grand Streets Sewer Improvements
 Contractor: Metra Industries

Date of extra work:	04/12/2018	EWS: 8
Revised on:	5/8/2018, 6/27/2018	

Summary

LABOR	\$942.40
MATERIALS & SUBS	\$0.00
BENEFITS	\$560.60
EQUIPMENT	\$253.16
OPERATING COST	\$328.20
SUBTOTAL	\$2,084.36
OVERHEAD @ 10%	\$208.44
SUBTOTAL	\$2,292.80
PROFIT @ 10%	\$229.28
Subtotal	\$2,522.08
INSURANCE & PAYROLL TAX	\$389.75
Subtotal	\$2,911.83

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: 04/17/2018 **EWS: 9**
Revised on: 6/27/2018

Total of Extra Work (see page 3): **\$1,455.91**

Location:

Clinton Street, Newburgh, NY

Description:

On April 17, 2018, Metra industries had a mainline crew installing 24" storm sewer pipe on Clinton Ave. It was discovered that the designed DMH #4A did not line up with the new design. We had to modify the manhole by cutting a new hole and the parge the holes with brick and mortar around the pipe. This required 2 hours of extra work as a result. The modification was discussed in the field with the inspector and agreed to in lieu of ordering a new manhole, since this manhole was released prior to the design change.

Notes: 1) A time extension is requested as part of this situation. 2) Impact and extension costs are not included in this claim. Metra reserves its rights to submit for these added costs. 3) Inspection overtime must be added to our claim if inspection overtime is charged against Metra.

TYPE		Total Hours	BASE RATE	COST
SUPERINTENDENT	0	0.00	\$55.00	\$0.00
FOREMAN	1	2.00	\$46.75	\$93.50
BACKHOE OPERATOR	1	2.00	\$49.22	\$98.44
LOADER OPERATOR	1	2.00	\$47.63	\$95.26
LABORERS	2	4.00	\$46.00	\$184.00
PIPE LAYERS	0	0.00	\$46.00	\$0.00
WELDER	0	0.00	\$46.00	\$0.00
TEAMSTER	0	0.00	\$43.89	\$0.00
TOTAL LABOR				\$471.20
BENEFITS				
TYPE		Total Hours	BENEFITS	COST
SUPERINTENDENT		0.00	\$22.45	\$0.00
FOREMAN		2.00	\$25.53	\$51.06
BACKHOE OPERATOR		2.00	\$31.78	\$63.56
LOADER OPERATOR		2.00	\$31.78	\$63.56
LABORERS		4.00	\$25.53	\$102.12
PIPE LAYERS		0.00	\$25.53	\$0.00
WELDER		0.00	\$25.53	\$0.00
TEAMSTER		0.00	\$28.56	\$0.00
TOTAL BENEFITS				\$280.30
EQUIPMENT COST				
TYPE		HOURS	RATE	COST
Komatsu 400 type Backhoe	0	0.00	\$101.94	\$0.00
CAT 365 Backhoe	0	0.00	\$111.38	\$0.00
Komatsu D-65 Dozer	0	0.00	\$37.40	\$0.00
LOADER WA500	0	0.00	\$45.33	\$0.00
Backhoe Komatsu 150 Type	0	0.00	\$34.97	\$0.00
IR Drill	0	0.00	\$29.96	\$0.00
Loader Komatsu 250	0	0.00	\$30.83	\$0.00
PICK-UP TRUCK	1	2.00	\$3.20	\$6.40
TANDEM DUMP/DUMP TRUCK	0	0.00	\$24.40	\$0.00
Backhoe CAT 328	1	2.00	\$57.97	\$115.94
TRENCH BOX	0	0.00	\$80.98	\$0.00
JCB Backhoe 214 Type	0	0.00	\$14.20	\$0.00
STEEL PLATES	0	0.00	\$3.78	\$0.00
PUMP	0	0.00	\$4.58	\$0.00
Trench Compactor	0	0.00	\$23.53	\$0.00
BROOM	0	0.00	\$16.85	\$0.00
Jack Hammer	0	0.00	\$1.13	\$0.00
GENERATOR	0	0.00	\$16.55	\$0.00
Compressor 175 HP	0	0.00	\$4.39	\$0.00
Hydraulic impact breaker	0	0.00	\$31.87	\$0.00

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: 04/17/2018 EWS: 9
Revised on: 6/27/2018

Backhoe Komatsu PC 100	0	0.00	\$24.82	\$0.00
Light Tower	0	0.00	\$6.20	\$0.00
Asphalt Roller	0	0.00	\$43.25	\$0.00
Pipe Laser	0	0.00	\$8.19	\$0.00
UTILITY SAW	1	2.00	\$2.12	\$4.24

TOTAL EQUIPMENT COST \$126.58

EQUIPMENT OPERATING COST

TYPE	HOURS	RATE	COST
Komatsu 400 type Backhoe	0.00	\$104.45	\$0.00
CAT 365 Backhoe	0.00	\$65.00	\$0.00
Komatsu D-65 Dozer	0.00	\$16.05	\$0.00
LOADER WA500	0.00	\$32.20	\$0.00
Backhoe Komatsu 150 Type	0.00	\$13.55	\$0.00
IR Drill	0.00	\$15.25	\$0.00
Loader Komatsu 250	0.00	\$35.85	\$0.00
PICK-UP TRUCK	2.00	\$12.00	\$24.00
TANDEM DUMP/DUMP TRUCK	0.00	\$47.20	\$0.00
Backhoe CAT 328	2.00	\$68.10	\$136.20
TRENCH BOX	0.00	\$0.00	\$0.00
JCB Backhoe 214 Type	0.00	\$9.55	\$0.00
STEEL PLATES	0.00	\$0.00	\$0.00
PUMP	0.00	\$4.00	\$0.00
Trench Compactor	0.00	\$11.00	\$0.00
BROOM	0.00	\$21.50	\$0.00
Jack Hammer	0.00	\$0.45	\$0.00
GENERATOR	0.00	\$2.20	\$0.00
Compressor 175 HP	0.00	\$11.70	\$0.00
Hydraulic impact breaker	0.00	\$3.00	\$0.00
Backhoe Komatsu PC 100	0.00	\$9.40	\$0.00
Light Tower	0.00	\$1.70	\$0.00
Asphalt Roller	0.00	\$25.15	\$0.00
Pipe Laser	0.00	\$3.55	\$0.00
UTILITY SAW	2.00	\$1.95	\$3.90

TOTAL OPERATING COSTS \$164.10

SUBCONTRACTOR/MATERIAL COST

DESCRIPTION	QUANTITY	COST	COSTS
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

TOTAL MATERIAL COST \$0.00

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: 04/17/2018
Revised on: 6/27/2018

EWS: 9

Summary

LABOR	\$471.20
MATERIALS & SUBS	\$0.00
BENEFITS	\$280.30
EQUIPMENT	\$126.58
OPERATING COST	\$164.10
SUBTOTAL	\$1,042.18
OVERHEAD @ 10%	\$104.22
SUBTOTAL	\$1,146.40
PROFIT @ 10%	\$114.64
Subtotal	\$1,261.04
INSURANCE & PAYROLL TAX	\$194.88
Subtotal	\$1,455.91

Metra Industries

50 Muller Place
Little Falls, New Jersey 07424
Tel: 973.812.0333
Fax: 973.812.6596

April 30, 2018

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

Re: Liberty & Grand Streets Sewer Improvements

Attention: Matthew Scavarda

Matt,

Attached for the issuance of a change order, processing and payment is our EWS #10 Uncharted-unmarked-broken 2inch Water.

As described on the EWS itself, on April 9, 2018, Metra industries had a mainline crew installing 18" sewer pipe on Clinton Ave, near DMH 4A. It was discovered that there was an uncharted/unmarked 2" Waterline. This line was outside of the original designed work and was struck and broken. This caused water to flood our trench, which we had to pump out. We also had to call the water department to come and fix this line. This required 2 hours of extra work as a result.

This is a follow up to numerous notifications we sent including but not limited to our emails of April 25, 2018 stating:

"The conflict and changes may cause extra work and therefore additional costs to the contract. This email is being sent to satisfy notification requirements. If and when we have more information and/or actual numbers, Charlie and I would like to set a meeting to discuss these changes. We'll like to do this prior to any actual submission of EWS."

Per the specification:

"Existing utilities including, but not limited to, water and sewer service, underground telephone, electrical, storm sewers and gas, shall be located, verified. Contractor shall contact Dig Safely New York to complete mark outs and provide sufficient subsurface utility information in order to verify that all existing utilities depths and locations along the entire corridor will not interfere with construction of the proposed sewer mains."

Metra called for mark-outs for this location, see attached confirmation of mark outs.

As stated on the EWS itself, a project time extension is requested for this EWS as well as for our prior EWS' prior EWS's.

Please contact us with any questions or concerns you may have.

Respectfully,



Jeff Dunn

C Jason Morris, City of Newburgh

/jsd

Transmittal EWS #10 Uncharted-unmarked-broken 2inch Water

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work:

04/09/2018

EWS: 10

Revised on:

5/8/2018

Total of Extra Work (see page 3):

\$3,294.58

Location:

Clinton Street, Newburgh, NY

Description:

On April 9, 2018, Metra industries had a mainline crew installing 18" sewer pipe on Clinton Ave, near DMH 4A. It was discovered that there was an uncharted/unmarked 2" Waterline. This line was struck and broke. This caused water to flood our trench, which we had to pump out. We also had to call the water department to come and fix this line. This required 2 hours of extra work as a result. see attached photos.

Notes: 1) A time extension is requested as part of this situation. 2) Impact and extension costs are not included in this claim. Metra reserves its rights to submit for these added costs. 3) Inspection overtime must be added to our claim if inspection overtime is charged against Metra.

TYPE		Total Hours	BASE RATE	COST
SUPERINTENDENT	0	0.00	\$55.00	\$0.00
FOREMAN	1	2.00	\$46.75	\$93.50
BACKHOE OPERATOR	1	2.00	\$49.22	\$98.44
LOADER OPERATOR	1	2.00	\$47.63	\$95.26
LABORERS	4	8.00	\$46.00	\$368.00
PIPE LAYERS	0	0.00	\$46.00	\$0.00
WELDER	0	0.00	\$46.00	\$0.00
TEAMSTER	2	4.00	\$43.89	\$175.56
TOTAL LABOR				\$830.76

BENEFITS				
TYPE		Total Hours	BENEFITS	COST
SUPERINTENDENT		0.00	\$22.45	\$0.00
FOREMAN		2.00	\$25.53	\$51.06
BACKHOE OPERATOR		2.00	\$31.78	\$63.56
LOADER OPERATOR		2.00	\$31.78	\$63.56
LABORERS		8.00	\$25.53	\$204.24
PIPE LAYERS		0.00	\$25.53	\$0.00
WELDER		0.00	\$25.53	\$0.00
TEAMSTER		4.00	\$28.56	\$114.24
TOTAL BENEFITS				\$496.66

EQUIPMENT COST				
TYPE		HOURS	RATE	COST
Komatsu 400 type Backhoe	0	0.00	\$101.94	\$0.00
CAT 365 Backhoe	0	0.00	\$111.38	\$0.00
Komatsu D-65 Dozer	0	0.00	\$37.40	\$0.00
LOADER WA500	0	0.00	\$45.33	\$0.00
Backhoe Komatsu 150 Type	0	0.00	\$34.97	\$0.00
IR Drill	0	0.00	\$29.96	\$0.00
Loader Komatsu 250	1	2.00	\$30.83	\$61.66
PICK-UP TRUCK	1	2.00	\$3.20	\$6.40
TANDEM DUMP/DUMP TRUCK	2	4.00	\$24.40	\$97.60
Backhoe CAT 328	1	2.00	\$57.97	\$115.94
TRENCH BOX	1	2.00	\$80.98	\$161.96
JCB Backhoe 214 Type	0	0.00	\$14.20	\$0.00
STEEL PLATES	2	4.00	\$3.78	\$15.12
PUMP	1	2.00	\$4.58	\$9.16
Trench Compactor	1	2.00	\$23.53	\$47.06
BROOM	1	2.00	\$16.85	\$33.70
Jack Hammer	0	0.00	\$1.13	\$0.00
GENERATOR	1	2.00	\$16.55	\$33.10
Compressor 175 HP	0	0.00	\$4.39	\$0.00
Hydraulic impact breaker	0	0.00	\$31.87	\$0.00

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: 04/09/2018 EWS: 10
Revised on: 5/8/2018

Backhoe Komatsu PC 100	0	0.00	\$24.82	\$0.00
Light Tower	0	0.00	\$6.20	\$0.00
Asphalt Roller	0	0.00	\$43.25	\$0.00
Pipe Laser	1	2.00	\$8.19	\$16.38
UTILITY SAW	1	2.00	\$2.12	\$4.24
TOTAL EQUIPMENT COST				\$602.32

EQUIPMENT OPERATING COST

TYPE	HOURS	RATE	COST
Komatsu 400 type Backhoe	0.00	\$104.45	\$0.00
CAT 365 Backhoe	0.00	\$65.00	\$0.00
Komastu D-65 Dozer	0.00	\$16.05	\$0.00
LOADER WA500	0.00	\$32.20	\$0.00
Backhoe Komatsu 150 Type	0.00	\$13.55	\$0.00
IR Drill	0.00	\$15.25	\$0.00
Loader Komatsu 250	2.00	\$35.85	\$71.70
PICK-UP TRUCK	2.00	\$12.00	\$24.00
TANDEM DUMP/DUMP TRUCK	4.00	\$47.20	\$188.80
Backhoe CAT 328	2.00	\$68.10	\$136.20
TRENCH BOX	2.00	\$0.00	\$0.00
JCB Backhoe 214 Type	0.00	\$9.55	\$0.00
STEEL PLATES	4.00	\$0.00	\$0.00
PUMP	2.00	\$4.00	\$8.00
Trench Compactor	2.00	\$11.00	\$22.00
BROOM	2.00	\$21.50	\$43.00
Jack Hammer	0.00	\$0.45	\$0.00
GENERATOR	2.00	\$2.20	\$4.40
Compressor 175 HP	0.00	\$11.70	\$0.00
Hydraulic impact breaker	0.00	\$3.00	\$0.00
Backhoe Komatsu PC 100	0.00	\$9.40	\$0.00
Light Tower	0.00	\$1.70	\$0.00
Asphalt Roller	0.00	\$25.15	\$0.00
Pipe Laser	2.00	\$3.55	\$7.10
UTILITY SAW	2.00	\$1.95	\$3.90
TOTAL OPERATING COSTS			\$509.10

SUBCONTRACTOR/MATERIAL COST

DESCRIPTION	QUANTITY	COST	COSTS
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
TOTAL MATERIAL COST			\$0.00

Owner: City of Newburgh
 Project: Liberty & Grand Streets Sewer Improvements
 Contractor: Metra Industries

Date of extra work:	04/09/2018	EWS: 10
Revised on:	5/8/2018	

Summary

LABOR	\$830.76
MATERIALS & SUBS	\$0.00
BENEFITS	\$496.66
EQUIPMENT	\$602.32
OPERATING COST	\$509.10
SUBTOTAL	\$2,438.84
OVERHEAD @ 10%	\$243.88
SUBTOTAL	\$2,682.72
PROFIT @ 10%	\$268.27
Subtotal	\$2,951.00
INSURANCE & PAYROLL TAX	\$343.58
Subtotal	\$3,294.58

Regency

Metra Industries, Inc.

Incident Report Form

Project Name & Job Number: Newburgh

Type of Incident: (please circle)

Bodily Injury

Property Damage

Workers Compensation

Auto

General Information:

Location: Climax & Liberty @ Mt 4A

Time: 4:41

AM PM

Date of Report: 4/24/12

Date of Incident: 4/9/12

Summary of Incident:

Broke unmarked uncharted 2"
water line - NO MARK

Witnesses Name: Felipe Aguilar

Witnesses Telephone: _____

List other Subcontractors or Contractors working in area:

Description of Damage or Injury: (include make, model, VIN)

Broke 2" Cast iron pipe
Shut down

Water lost 2 hrs

Claimant Name: City of Newburgh

Address: _____

Telephone: _____

Metra Industries Representative: _____

Charles Schetty
(Please Print Name)

[Signature]
(Signature)

(Good Till 4/24/18)

Eric Gutbrod

From: DO_NOT_REPLY <APR_MailBot@DigSafelyNewYork.com>
Sent: Thursday, April 05, 2018 11:47 AM
To: Eric Gutbrod
Subject: Stakeout Request 04058-040-044, Next Steps

ERIC GUTBROD,

This is an automated message. DO NOT REPLY, it will not go anywhere.

The Dig Safely New York issued Company ID for METRA INDUSTRIES is 90460. You can use this as a shortcut to identify yourself the next time you call. No worries if you forget it, however, as your phone number can work as well.

Your stakeout request 04058-040-044, INSTALL NEW SANITARY SEWER MAIN at CLINTON ST in the City of Newburgh, resulted the following utilites being notified.

Central Hudson Gas And Electric South Electric (Electric).
Central Hudson Gas And Electric South Gas (Gas).
City Of Newburgh Dpw (Sewer, Water).
Mci (Fiber).
Time Warner Cable Hudson Valley (Fiber, Catv).
Verizon / Hudson Valley (Fiber, Telephone).

Now that you have taken the important first step of calling before you dig, here is what happens next:

You've scheduled your excavation to begin on 04/10/2018 07:00:00 AM. The utilities have until that time to mark their facilities around your indicated job site. To assist in that process, it is suggested that you outline the perimeter of the digsite using white paint or white flags, to narrow down the location as closely as is possible.

After a utility has marked, or if they have no facilities in that immediate area, each utility should respond to Dig Safely New York's APR system with their results, indicating that their stakeout process is complete, or that they had no facilities in the area. Dig Safely New York's APR system will consolidate their responses and attempt to send the result to you a few business hours before 04/10/2018 07:00:00 AM, or it will send it immediately if all have checked-in sooner. Some facility owners may also contact you directly if a high risk or high value facility is nearby.

You should receive "Positive Response" from *each* utility listed above before you commence excavating. You can view the current response status at any time by visiting https://urldefense.proofpoint.com/v2/url?u=http-3A-www.digsafelynewyork.com_apr&d=DwlCAQ&c=euGZstcaTDIlvimEN8b7jXrwqOf-v5A_CdpqnVfiiMM&r=rGqNpexfYsehWegC-LpBO7cm16lBTpuZXfY5wSJGJ8&m=sJJ5nDrcEvqB3dXcmuhEqG3IKaW0rjAAHpEX9Ahw6U&s=FX0_evxBaetHib8m-ktc8i-EcEdbyP5zJXGNBZBrzJs&e= or you can dial 1-888-Diggers (888-344-4377) to check via phone call. It will want to know your phone and ticket number (973-812-0333, 04058-040-044).

Note that the Dig Safely New York call center agents cannot tell you if a utility has responded or not. Call Center Agents are not allowed to see this information.

If a utility has not provided Positive Response by your stated starting time, contact them via their Stakeout Contact that is provided, below. As a last resort, you can contact the one-call center and inform us of the problem. Remember to reference ticket 04058-040-044. Also remember that Dig Safely New York is a call center; it is not one of the utilities that were involved, and it is not a locating service.

Central Hudson Gas And Electric South Electric: Michael Dunning 845-206-6046.

Central Hudson Gas And Electric South Gas: Michael Dunning 845-206-6046.

City Of Newburgh Dpw: Wayne Vradenburgh 845-565-3356.

Mci: Mci National Fiber Security 800-289-3427.

Time Warner Cable Hudson Valley: Usic Voice Calls 800-262-8600.

Verizon / Hudson Valley: Verizon (ppm Center) Stakeout Contact 855-226-9564.

The location of any privately owned utility (such as a service drop) is typically the responsibility of the property owner, since the property owner is the person who (a) owns it, and (b) had it installed. If the property owner is unsure of the location of the service drops, private locating services are available in most areas. Dig Safely New York has compiled a list of several of these services, but be advised that the list is incomplete and no endorsements are implied.

https://urldefense.proofpoint.com/v2/url?u=http-3A__www.digsafelynewyork.com_excavators_private-2Dlocators&d=DwlCAQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_Cdp gnVfiiMM&r=rGqNpexfysehWegC-LpBO7cml6lBTpuZXfY5uJSJGJ8&m=sIJJ5nDrcEvgB3dXcmuhEqG3IKaW0rjAAHpEX9Ahw6U&s=6pqBNMsn9x8pVlz033_TeWVyX_R-qcWd4qUv86_MRTQ&e=

Once all utility operators have responded to your pending excavation request, you may begin excavation on your stated commencement date 04/10/2018 07:00:00 AM. Remember that you are required to hand dig within two feet of any markings prior to using mechanized equipment (Tolerance Zone) in order to verify the location and depth of the facility. Or, you can also use vacuum excavation to accomplish this goal.

https://urldefense.proofpoint.com/v2/url?u=http-3A__www.digsafelynewyork.com_excavators_tolerance-2Dzone&d=DwlCAQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_Cdp gnVfiiMM&r=rGqNpexfysehWegC-LpBO7cml6lBTpuZXfY5uJSJGJ8&m=sIJJ5nDrcEvgB3dXcmuhEqG3IKaW0rjAAHpEX9Ahw6U&s=500mpgScpe7zVNtgYSCa3gMDDEadma0KzN7IHwJI-aU&e=

Thank you for utilizing this one call service to ensure a safe excavation.

(Good Tue 4/24/18)

Eric Gutbrod

From: DO_NOT_REPLY <APR_MailBot@DigSafelyNewYork.com>
Sent: Thursday, April 05, 2018 11:47 AM
To: Eric Gutbrod
Subject: Stakeout Request 04058-040-043, Next Steps

ERIC GUTBROD,

This is an automated message. DO NOT REPLY, it will not go anywhere.

The Dig Safely New York issued Company ID for METRA INDUSTRIES is 90460. You can use this as a shortcut to identify yourself the next time you call. No worries if you forget it, however, as your phone number can work as well.

Your stakeout request 04058-040-043, INSTALL NEW SANITARY SEWER MAIN at CLINTON ST in the City of Newburgh, resulted the following utilities being notified.

Central Hudson Gas And Electric South Electric (Electric).
Central Hudson Gas And Electric South Gas (Gas).
City Of Newburgh Dpw (Sewer, Water).
Mci (Fiber).
Time Warner Cable Hudson Valley (Fiber, Catv).
Verizon / Hudson Valley (Fiber, Telephone).

Now that you have taken the important first step of calling before you dig, here is what happens next:

You've scheduled your excavation to begin on 04/10/2018 07:00:00 AM. The utilities have until that time to mark their facilities around your indicated job site. To assist in that process, it is suggested that you outline the perimeter of the digsite using white paint or white flags, to narrow down the location as closely as is possible.

After a utility has marked, or if they have no facilities in that immediate area, each utility should respond to Dig Safely New York's APR system with their results, indicating that their stakeout process is complete, or that they had no facilities in the area. Dig Safely New York's APR system will consolidate their responses and attempt to send the result to you a few business hours before 04/10/2018 07:00:00 AM, or it will send it immediately if all have checked-in sooner. Some facility owners may also contact you directly if a high risk or high value facility is nearby.

You should receive "Positive Response" from *each* utility listed above before you commence excavating. You can view the current response status at any time by visiting <https://urldefense.proofpoint.com/v2/url?u=http-3A-www.digsafelynewyork.com-apr&d=DwlCAQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A-CdpqnVfiiMM&r=rGqNpexfYsehWegC-LpBO7cmI6lBTpuZXfy5uJSJGJ8&m=Hf59xAQW-gDzpMNx38RMDd2NqNMME2c28pHaJS8XIZ4&s=mLywJ621DrzRi3CJFW5nri93W31cTORb3eOTUygZzxM&e=> or you can dial 1-888-Diggers (888-344-4377) to check via phone call. It will want to know your phone and ticket number (973-812-0333, 04058-040-043).

Note that the Dig Safely New York call center agents cannot tell you if a utility has responded or not. Call Center Agents are not allowed to see this information.

If a utility has not provided Positive Response by your stated starting time, contact them via their Stakeout Contact that is provided, below. As a last resort, you can contact the one-call center and inform us of the problem. Remember to reference ticket 04058-040-043. Also remember that Dig Safely New York is a call center; it is not one of the utilities that were involved, and it is not a locating service.

Central Hudson Gas And Electric South Electric: Michael Dunning 845-206-6046.

Central Hudson Gas And Electric South Gas: Michael Dunning 845-206-6046.

City Of Newburgh Dpw: Wayne Vradenburgh 845-565-3356.

Mci: Mci National Fiber Security 800-289-3427.

Time Warner Cable Hudson Valley: Usic Voice Calls 800-262-8600.

Verizon / Hudson Valley: Verizon (ppm Center) Stakeout Contact 855-226-9564.

The location of any privately owned utility (such as a service drop) is typically the responsibility of the property owner, since the property owner is the person who (a) owns it, and (b) had it installed. If the property owner is unsure of the location of the service drops, private locating services are available in most areas. Dig Safely New York has compiled a list of several of these services, but be advised that the list is incomplete and no endorsements are implied.

https://urldefense.proofpoint.com/v2/url?u=http-3A__www.digsafelynewyork.com_excavators_private-2Dlocators&d=DwlCAQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpqnVfiiMM&r=rGqNpexfYsehWegC-LpBO7cmI6lBTpuZXfY5uJSJGJ8&m=Hf59xAQW-gDzpMNx38RMDd2NqNMME2c28pHaJS8XIZ4&s=rXeR6YkMeNRfz9jsJUOxgxpOjto6nvhlGQjiY831cQ&e=

Once all utility operators have responded to your pending excavation request, you may begin excavation on your stated commencement date 04/10/2018 07:00:00 AM. Remember that you are required to hand dig within two feet of any markings prior to using mechanized equipment (Tolerance Zone) in order to verify the location and depth of the facility. Or, you can also use vacuum excavation to accomplish this goal.

https://urldefense.proofpoint.com/v2/url?u=http-3A__www.digsafelynewyork.com_excavators_tolerance-2Dzone&d=DwlCAQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpqnVfiiMM&r=rGqNpexfYsehWegC-LpBO7cmI6lBTpuZXfY5uJSJGJ8&m=Hf59xAQW-gDzpMNx38RMDd2NqNMME2c28pHaJS8XIZ4&s=olZXyVjzrClJqBRRC9Hv5f6nFBgWk1OijHMKpUpJ7WI&e=

Thank you for utilizing this one call service to ensure a safe excavation.

Eric Gutbrod

From: DO_NOT_REPLY <APR_MailBot@DigSafelyNewYork.com>
Sent: Thursday, April 05, 2018 11:45 AM
To: Eric Gutbrod
Subject: Stakeout Request 04058-040-042, Next Steps

ERIC GUTBROD,

This is an automated message. DO NOT REPLY, it will not go anywhere.

The Dig Safely New York issued Company ID for METRA INDUSTRIES is 90460. You can use this as a shortcut to identify yourself the next time you call. No worries if you forget it, however, as your phone number can work as well.

Your stakeout request 04058-040-042, INSTALL NEW SANITARY SEWER MAIN at CLINTON ST in the City of Newburgh, resulted the following utilites being notified.

Central Hudson Gas And Electric South Electric (Electric).
Central Hudson Gas And Electric South Gas (Gas).
City Of Newburgh Dpw (Sewer, Water).
Time Warner Cable Hudson Valley (Fiber, Catv).
Verizon / Hudson Valley (Fiber, Telephone).

Now that you have taken the important first step of calling before you dig, here is what happens next:

You've scheduled your excavation to begin on 04/10/2018 07:00:00 AM. The utilities have until that time to mark their facilities around your indicated job site. To assist in that process, it is suggested that you outline the perimeter of the digsite using white paint or white flags, to narrow down the location as closely as is possible.

After a utility has marked, or if they have no facilities in that immediate area, each utility should respond to Dig Safely New York's APR system with their results, indicating that their stakeout process is complete, or that they had no facilities in the area. Dig Safely New York's APR system will consolidate their responses and attempt to send the result to you a few business hours before 04/10/2018 07:00:00 AM, or it will send it immediately if all have checked-in sooner. Some facility owners may also contact you directly if a high risk or high value facility is nearby.

You should receive "Positive Response" from *each* utility listed above before you commence excavating. You can view the current response status at any time by visiting https://urldefense.proofpoint.com/v2/url?u=http-3A__www.digsafelynewyork.com_apr&d=DwICAQ&c=euGZstcaTDllvimEN8b7jXrwoF-v5A_CdpgnVfiiMM&r=rGgNpexfYsehWegC-LpBO7cmI6IBTpuZXfY5uJSJGJ8&m=R24p01vOpZtndrzGzy1wLQ8o4s9w7QNDrdp7eEIIUpE&s=ReEGR-F12E43DOn7iSY8KauxWyehu55XJ2T_65isqz8&e or you can dial 1-888-Diggers (888-344-4377) to check via phone call. It will want to know your phone and ticket number (973-812-0333, 04058-040-042).

Note that the Dig Safely New York call center agents cannot tell you if a utility has responded or not. Call Center Agents are not allowed to see this information.

If a utility has not provided Positive Response by your stated starting time, contact them via their Stakeout Contact that is provided, below. As a last resort, you can contact the one-call center and inform us of the problem. Remember to reference ticket 04058-040-042. Also remember that Dig Safely New York is a call center; it is not one of the utilities that were involved, and it is not a locating service.

Central Hudson Gas And Electric South Electric: Michael Dunning 845-206-6046.

Central Hudson Gas And Electric South Gas: Michael Dunning 845-206-6046.

City Of Newburgh Dpw: Wayne Vradenburgh 845-565-3356.

Time Warner Cable Hudson Valley: Usic Voice Calls 800-262-8600.

Verizon / Hudson Valley: Verizon (ppm Center) Stakeout Contact 855-226-9564.

The location of any privately owned utility (such as a service drop) is typically the responsibility of the property owner, since the property owner is the person who (a) owns it, and (b) had it installed. If the property owner is unsure of the location of the service drops, private locating services are available in most areas. Dig Safely New York has compiled a list of several of these services, but be advised that the list is incomplete and no endorsements are implied.

https://urldefense.proofpoint.com/v2/url?u=http-3A__www.digsafelynewyork.com_excavators_private-2Dlocators&d=DwlCAQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpqnVfiiMM&r=rGqNpexfYsehWegC-LpBO7cml6lBTpuZXfY5uJSJGJ8&m=R24p01vOpZtndrzGzy1wLQ8o4s9w7QNDRdp7eEIUpE&s=QXFao-gIT9kiQFNpg9G_pN2g8TV4G2vOCJdgmheMODM&e=

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https://urldefense.proofpoint.com/v2/url?u=http-3A__www.digsafelynewyork.com_excavators_tolerance-2Dzone&d=DwlCAQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpqnVfiiMM&r=rGqNpexfYsehWegC-LpBO7cml6lBTpuZXfY5uJSJGJ8&m=R24p01vOpZtndrzGzy1wLQ8o4s9w7QNDRdp7eEIUpE&s=H1KIGShrS4_CQ6cGxGEHdw-4-dnLzh54R_huPjLnYfM&e=

Thank you for utilizing this one call service to ensure a safe excavation.

(Good Tue 4/24/18)

Eric Gutbrod

From: DO_NOT_REPLY <APR_MailBot@DigSafelyNewYork.com>
Sent: Thursday, April 05, 2018 11:45 AM
To: Eric Gutbrod
Subject: Stakeout Request 04058-040-041, Next Steps

ERIC GUTBROD,

This is an automated message. DO NOT REPLY, it will not go anywhere.

The Dig Safely New York issued Company ID for METRA INDUSTRIES is 90460. You can use this as a shortcut to identify yourself the next time you call. No worries if you forget it, however, as your phone number can work as well.

Your stakeout request 04058-040-041, INSTALL NEW SANITARY SEWER MAIN at CLINTON ST in the City of Newburgh, resulted the following utilites being notified.

Central Hudson Gas And Electric South Electric (Electric).
Central Hudson Gas And Electric South Gas (Gas).
City Of Newburgh Dpw (Sewer, Water).
Time Warner Cable Hudson Valley (Fiber, Catv).
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Central Hudson Gas And Electric South Gas: Michael Dunning 845-206-6046.

City Of Newburgh Dpw: Wayne Vradenburgh 845-565-3356.

Time Warner Cable Hudson Valley: Usic Voice Calls 800-262-8600.

Verizon / Hudson Valley: Verizon (ppm Center) Stakeout Contact 855-226-9564.

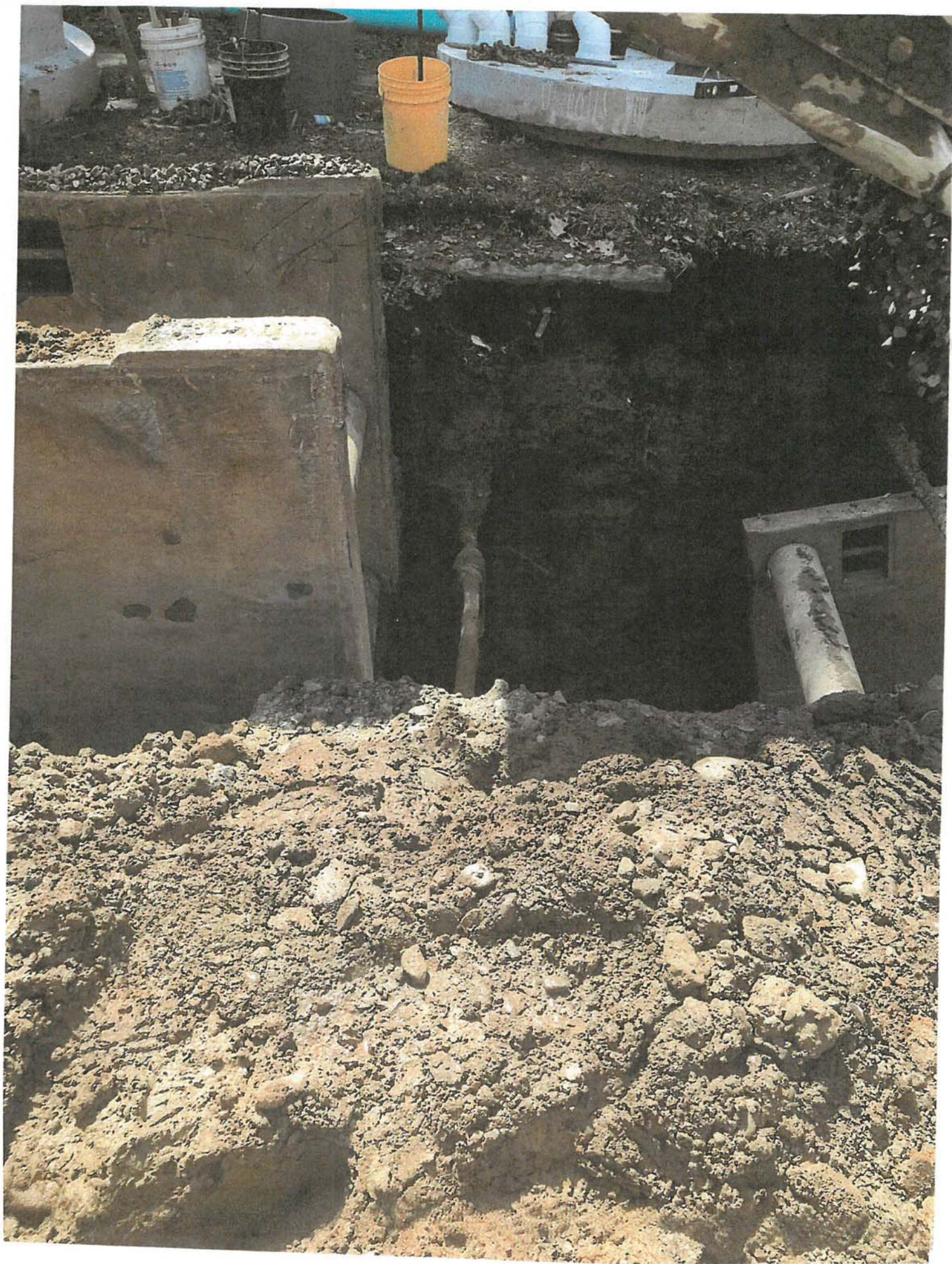
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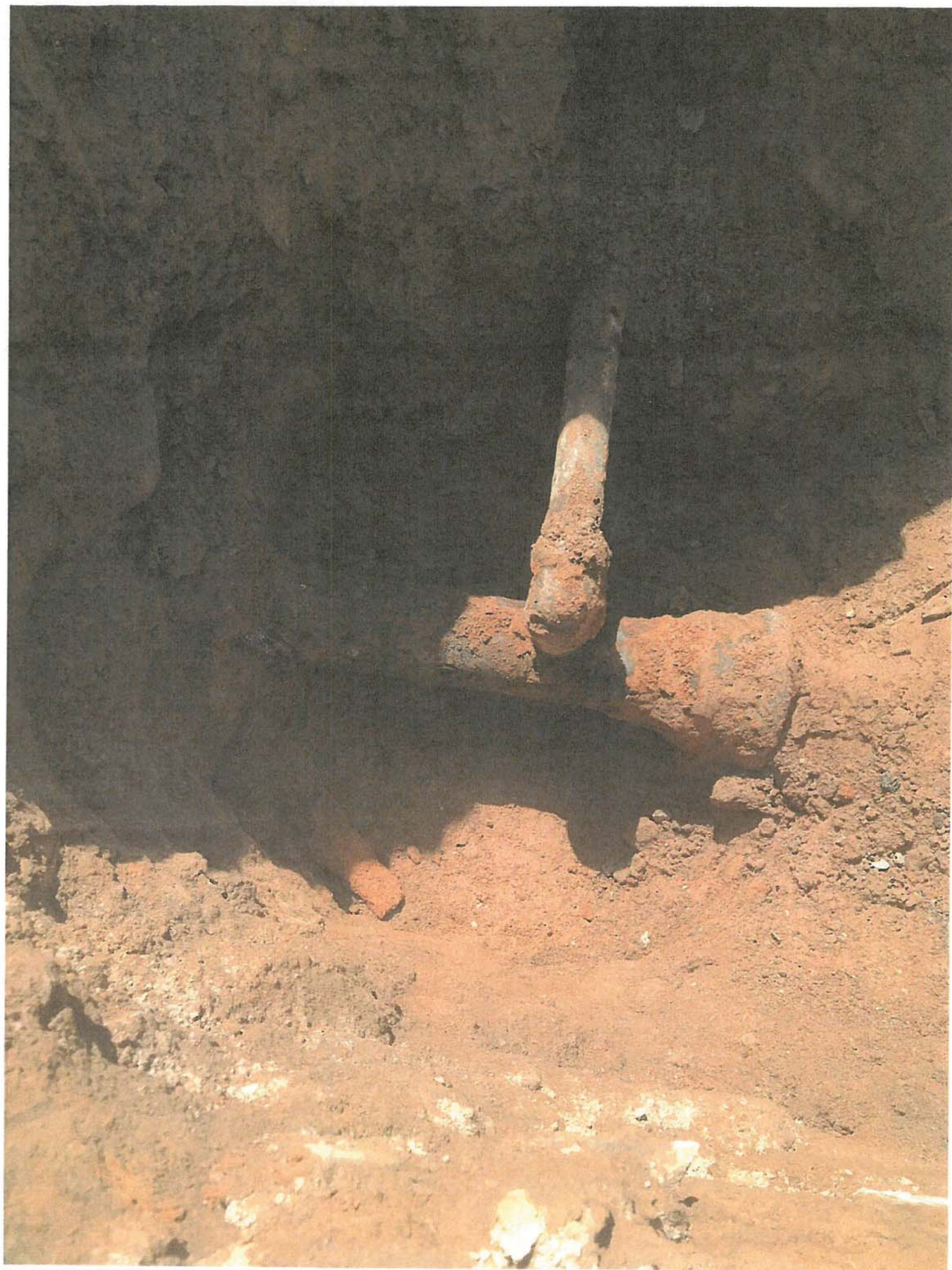
https://urldefense.proofpoint.com/v2/url?u=http-3A__www.digsafelynewyork.com_excavators_private-2Dlocators&d=DwICAQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpgnVfiiMM&r=rGqNpexfysehWegC-LpBO7cml6lBTpuZXfY5uJSJGJ8&m=TJ27B4ajJPYro6GnUvWNzftTAywFx3xByFlvRtLWc3c&s=z2YptTDkk-p_qCYPfDIM5I3GfKRh8_yV_PzeiLoC6O8&e=

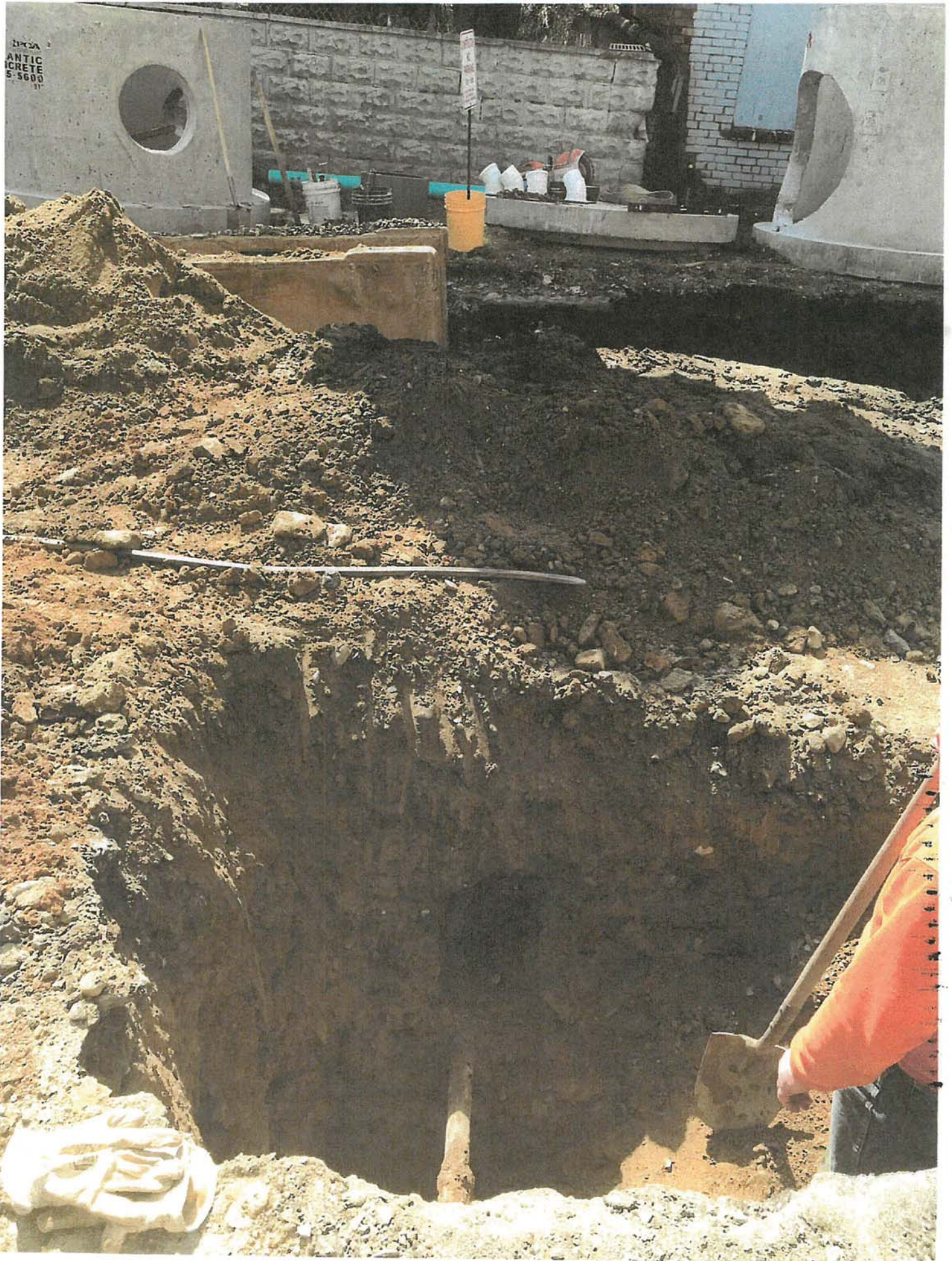
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https://urldefense.proofpoint.com/v2/url?u=http-3A__www.digsafelynewyork.com_excavators_tolerance-2Dzone&d=DwICAQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpgnVfiiMM&r=rGqNpexfysehWegC-LpBO7cml6lBTpuZXfY5uJSJGJ8&m=TJ27B4ajJPYro6GnUvWNzftTAywFx3xByFlvRtLWc3c&s=fQLyF5_hrY6qlYCj8H_IltI41rAMRGYwHsdNb484RVE&e=

Thank you for utilizing this one call service to ensure a safe excavation.







Metra Industries

50 Muller Place
Little Falls, New Jersey 07424
Tel: 973.812.0333
Fax: 973.812.6596

April 30, 2018

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

Re: Liberty & Grand Streets Sewer Improvements

Attention: Matthew Scavarda

Matt,

Attached for the issuance of a change order, processing and payment is our EWS #11 - Water Main Broken outside of trench.

As described on the EWS itself; on April 12, 2018, Metra Industries had a mainline crew installing manhole MH#281A. As we removed the steel plates, the old deteriorated water main outside of our excavation broke and flooded the excavation. This break occurred purely as a result of the pre-existing rotted out old, deteriorated condition of the existing water main which was unable to withstand normal everyday rigors. The sudden and unprompted failure of this line outside the limits of our direct disturbance and direct zone of influence caused considerable extra work for Metra. As the area become flooded, we performed extra work on an emergency basis to preserve both property and life and to assure continuous and uninterrupted service to the affected residents could be maintained or otherwise restored. Our prudent actions mitigated the situation. This caused 2 hours of extra work of pumping out this water, removing muck and aiding in the excavation for the water company to repair the main. We backfilled the additional area once repaired. See attached pictures.

This is a follow up to numerous notifications we sent including but not limited to our emails of April 25, 2018 stating:

"The conflict and changes may cause extra work and therefore additional costs to the contract. This email is being sent to satisfy notification requirements. If and when we have more information and/or actual numbers, Charlie and I would like to set a meeting to discuss these changes. We'll like to do this prior to any actual submission of EWS."

Per the specification:

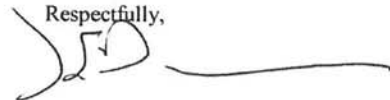
"Existing utilities including, but not limited to, water and sewer service, underground telephone, electrical, storm sewers and gas, shall be located, verified. Contractor shall contact Dig Safely New York to complete mark outs and provide sufficient subsurface utility information in order to verify that all existing utilities depths and locations along the entire corridor will not interfere with construction of the proposed sewer mains."

Metra called for mark-outs for this location - see attached confirmation of mark outs.

As stated on the EWS itself, a project time extension is requested for this EWS as well as for our prior EWS'.

Please contact us with any questions or concerns you may have.

Respectfully,



Jeff Dunn

C Jason Morris, City of Newburgh

/jsd

Transmittal EWS #11 Water Main Broke outside of trench

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: 04/12/2018 **EWS: 11**
Revised on: 5/8/2018

Total of Extra Work (see page 3): **\$3,679.48**

Location:

Clinton Street, Newburgh, NY

Description:

On April 12, 2018, Metra industries had a mainline crew installing manhole MH#281A. As we removed the steel plates, the old deteriorated water main outside of our excavation broke and flooded the excavation. This caused 2 hours of extra work of pumping out this water, removing muck and aiding in the excavation for the water company to repair the main. We backfilled the additional area once repaired.

Notes: 1) A time extension is requested as part of this situation. 2) Impact and extension costs are not included in this claim. Metra reserves its rights to submit for these added costs. 3) Inspection overtime must be added to our claim if inspection overtime is charged against Metra.

TYPE		Total Hours	BASE RATE	COST
SUPERINTENDENT	0	0.00	\$55.00	\$0.00
FOREMAN	1	2.00	\$46.75	\$93.50
BACKHOE OPERATOR	1	2.00	\$49.22	\$98.44
LOADER OPERATOR	1	2.00	\$47.63	\$95.26
LABORERS	4	8.00	\$46.00	\$368.00
PIPE LAYERS	0	0.00	\$46.00	\$0.00
WELDER	0	0.00	\$46.00	\$0.00
TEAMSTER	3	6.00	\$43.89	\$263.34
TOTAL LABOR				\$918.54

BENEFITS				
TYPE		Total Hours	BENEFITS	COST
SUPERINTENDENT	0	0.00	\$22.45	\$0.00
FOREMAN	1	2.00	\$25.53	\$51.06
BACKHOE OPERATOR	1	2.00	\$31.78	\$63.56
LOADER OPERATOR	1	2.00	\$31.78	\$63.56
LABORERS	4	8.00	\$25.53	\$204.24
PIPE LAYERS	0	0.00	\$25.53	\$0.00
WELDER	0	0.00	\$25.53	\$0.00
TEAMSTER	3	6.00	\$28.56	\$171.36
TOTAL BENEFITS				\$553.78

EQUIPMENT COST				
TYPE		HOURS	RATE	COST
Komatsu 400 type Backhoe	0	0.00	\$101.94	\$0.00
CAT 365 Backhoe	0	0.00	\$111.38	\$0.00
Komatsu D-65 Dozer	0	0.00	\$37.40	\$0.00
LOADER WA500	0	0.00	\$45.33	\$0.00
Backhoe Komatsu 150 Type	0	0.00	\$34.97	\$0.00
IR Drill	0	0.00	\$29.96	\$0.00
Loader Komatsu 250	1	2.00	\$30.83	\$61.66
PICK-UP TRUCK	1	2.00	\$3.20	\$6.40
TANDEM DUMP/DUMP TRUCK	3	6.00	\$24.40	\$146.40
Backhoe CAT 328	1	2.00	\$57.97	\$115.94
TRENCH BOX	1	2.00	\$80.98	\$161.96
JCB Backhoe 214 Type	0	0.00	\$14.20	\$0.00
STEEL PLATES	2	4.00	\$3.78	\$15.12
PUMP	1	2.00	\$4.58	\$9.16
Trench Compactor	1	2.00	\$23.53	\$47.06
BROOM	1	2.00	\$16.85	\$33.70
Jack Hammer	0	0.00	\$1.13	\$0.00
GENERATOR	1	2.00	\$16.55	\$33.10
Compressor 175 HP	0	0.00	\$4.39	\$0.00
Hydraulic impact breaker	0	0.00	\$31.87	\$0.00

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: 04/12/2018 **EWS: 11**
Revised on: 5/8/2018

Backhoe Komatsu PC 100	0	0.00	\$24.82	\$0.00
Light Tower	0	0.00	\$6.20	\$0.00
Asphalt Roller	0	0.00	\$43.25	\$0.00
Pipe Laser	1	2.00	\$8.19	\$16.38
UTILITY SAW	1	2.00	\$2.12	\$4.24
TOTAL EQUIPMENT COST				\$651.12

EQUIPMENT OPERATING COST

TYPE	HOURS	RATE	COST
Komatsu 400 type Backhoe	0.00	\$104.45	\$0.00
CAT 365 Backhoe	0.00	\$65.00	\$0.00
Komastu D-65 Dozer	0.00	\$16.05	\$0.00
LOADER WA500	0.00	\$32.20	\$0.00
Backhoe Komatsu 150 Type	0.00	\$13.55	\$0.00
IR Drill	0.00	\$15.25	\$0.00
Loader Komatsu 250	2.00	\$35.85	\$71.70
PICK-UP TRUCK	2.00	\$12.00	\$24.00
TANDEM DUMP/DUMP TRUCK	6.00	\$47.20	\$283.20
Backhoe CAT 328	2.00	\$68.10	\$136.20
TRENCH BOX	2.00	\$0.00	\$0.00
JCB Backhoe 214 Type	0.00	\$9.55	\$0.00
STEEL PLATES	4.00	\$0.00	\$0.00
PUMP	2.00	\$4.00	\$8.00
Trench Compactor	2.00	\$11.00	\$22.00
BROOM	2.00	\$21.50	\$43.00
Jack Hammer	0.00	\$0.45	\$0.00
GENERATOR	2.00	\$2.20	\$4.40
Compressor 175 HP	0.00	\$11.70	\$0.00
Hydraulic impact breaker	0.00	\$3.00	\$0.00
Backhoe Komatsu PC 100	0.00	\$9.40	\$0.00
Light Tower	0.00	\$1.70	\$0.00
Asphalt Roller	0.00	\$25.15	\$0.00
Pipe Laser	2.00	\$3.55	\$7.10
UTILITY SAW	2.00	\$1.95	\$3.90
TOTAL OPERATING COSTS			\$603.50

SUBCONTRACTOR/MATERIAL COST

DESCRIPTION	QUANTITY	COST	COSTS
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
TOTAL MATERIAL COST			\$0.00

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work:

04/12/2018

EWS: 11

Revised on:

5/8/2018

Summary

LABOR	\$918.54
MATERIALS & SUBS	\$0.00
BENEFITS	\$553.78
EQUIPMENT	\$651.12
OPERATING COST	\$603.50
SUBTOTAL	\$2,726.94
OVERHEAD @ 10%	\$272.69
SUBTOTAL	\$2,999.63
PROFIT @ 10%	\$299.96
Subtotal	\$3,299.60
INSURANCE & PAYROLL TAX	\$379.88
Subtotal	\$3,679.48

Regina

Metra Industries, Inc.

Incident Report Form

Project Name & Job Number: Newburgh

Type of Incident: (please circle)

Bodily Injury ☐ Property Damage ☒ Workers Compensation ☐ Auto ☐

General Information:

Location: Clinton & Liberty @ Rt 281A Time: _____ AM PM
Date of Report: _____ Date of Incident: 4/12/18

Summary of Incident:

Exhaust water pump broke old cast iron
old deteriorated pump

Witnesses Name: Fichte

Witnesses Telephone: _____

List other Subcontractors or Contractors working in area:

Description of Damage or Injury: (include make, model, VIN)

Claimant Name: _____

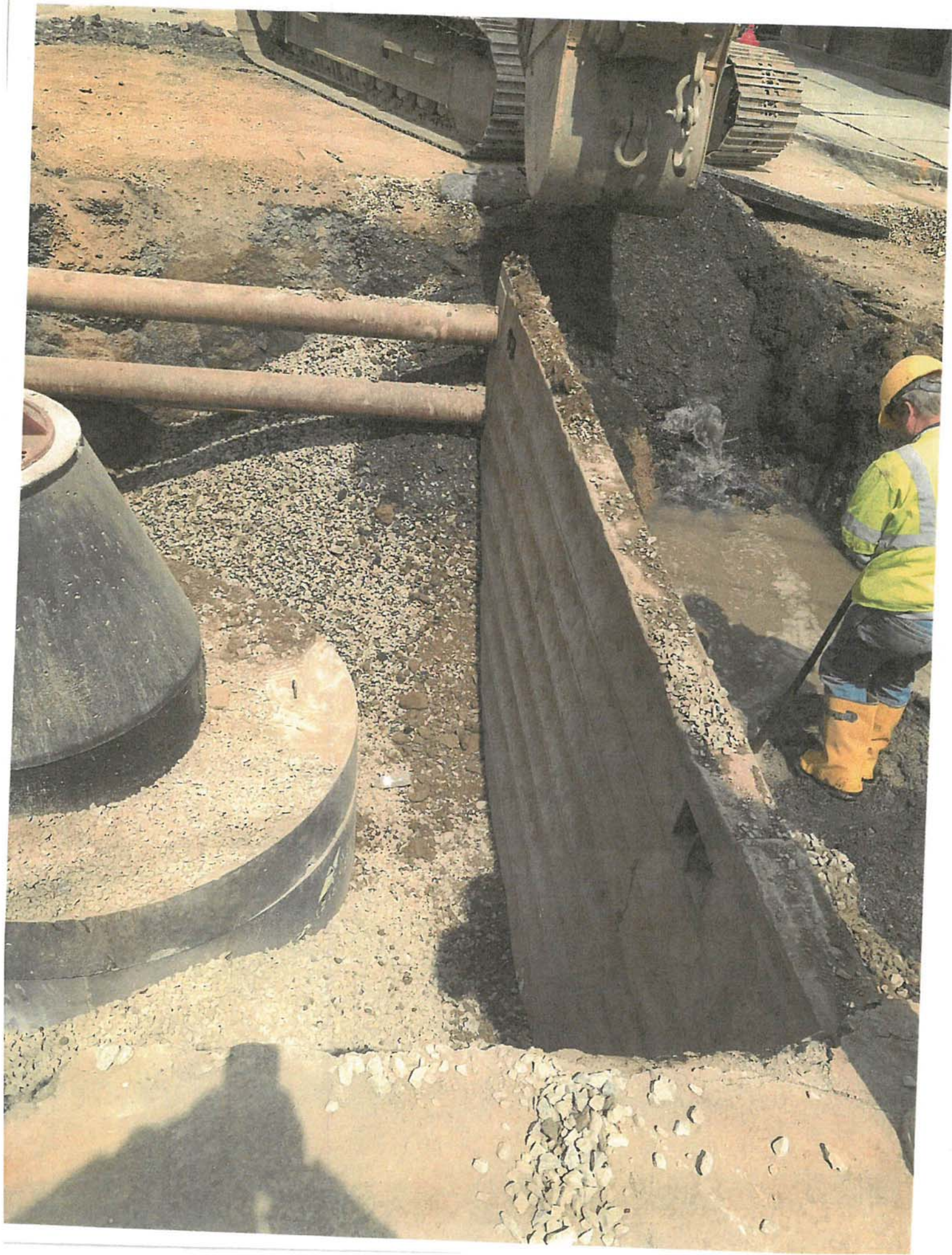
Address: _____

Telephone: _____

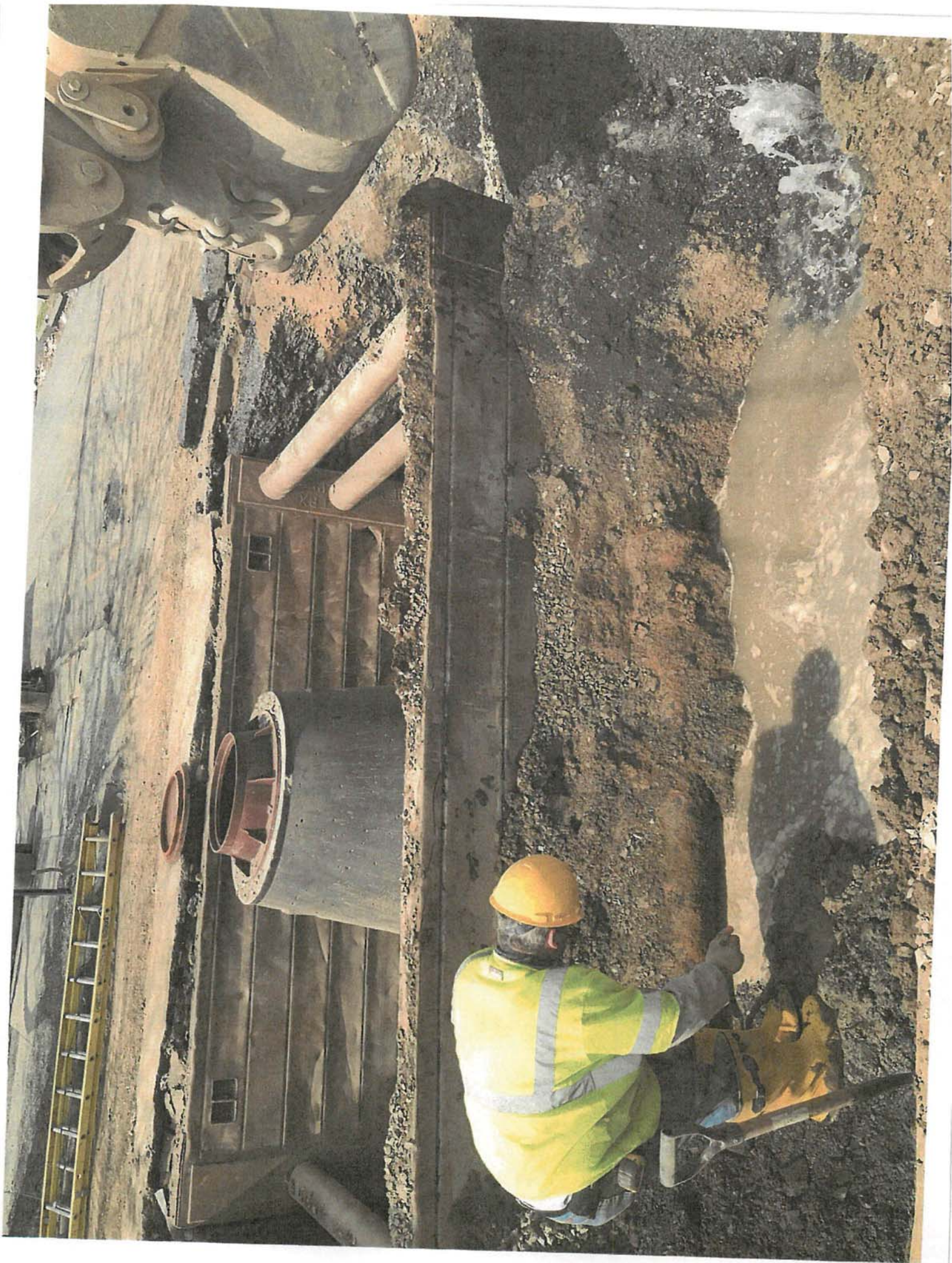
Metra Industries Representative:

Chas Schattler
(Please Print Name)

[Signature]
(Signature)







JOB <u>306</u>		DAILY JOB REPORT				Foreman <u>C. Peres</u>				
DATE <u>4-12-18</u>		METRA Industries				Weather <u>cloudy</u>				
M <u>Tu</u> W <u>Th</u> F		50 Muller Place				Temp <u> </u> AM <u> </u> PM				
Sa <u>Su</u>		Little Falls, NJ 07424								
LABOR		Description of Work Done				House Connection				
Title	Full Name	HRS	Street <u>Clinton & Liberty</u>				Street <u> </u>			
			MH. <u> </u> TO MH <u> </u>				No. <u> </u> Sta. <u> </u> Depth <u> </u> Length <u> </u>			
	<u>F. OLIVEIRA</u>	<u>9.5</u>	STATION Pipe							
	<u>F. C. PERES</u>	<u>9</u>	Start	Stop	Size	LF.	Width			
			<u>Helping VICTOR'S CREW ON</u>							
	<u>OP. M. PINTOR</u>	<u>9</u>	<u>MONTGOMERY ST...</u>							
	<u>OP. C. ARAUJO</u>	<u>9</u>								
	<u>LAS J. ALMEIDA</u>	<u>9</u>								
	<u>LAS C. RHODES</u>	<u>9</u>	M.H.#	Street	Stat.	Depth				
	<u>LAS J. LASHA</u>	<u>9</u>								
	<u>LAS L. LEAKES</u>	<u>9</u>								
DEPTH OF										
Stone Fill QP. Temp BT										
Type	EQUIP.	HRS	PAVING / RESTORATION							
<u>328</u>	<u>Back Hoe</u>	<u>9</u>	Street	Length	Width	Depth				
<u>250</u>	<u>Loader</u>	<u>9</u>								
<u>756</u>	<u>Pickup</u>	<u>9.5</u>								
<u>3</u>	<u>Tandem</u>									
<u>762</u>	<u>Pickup</u>	<u>9</u>								
<u>1369</u>	<u>Pickup</u>	<u>9</u>								
<u>1000</u>	<u>Truck</u>	<u>9</u>								
<u>Sweeper</u>		<u>9</u>								
<u>COMPRESSOR</u>		<u>9</u>								
REMARKS OF EXTRA WORK										
- Finishing installing the MH #281A										
- Making the Existing SEWER connections										
* Notes: (4 hours)										
- cutting the hole bigger in the MH										
because different grade AND SIZE										
* The WATER MAIN Broke by @ tee										
connection next to the MH 281A										
When we REMOVE the SKILL PLATES										
in the morning we DIDNT touch it...										
* we call the water comp, they CAME AND										
fixed it...										

Top Width
 Q.P.
 Fill
 Fill
 Stone
 Stone
 Bottom Width
 Item# FOR OFFICE USE



INSPECTOR: Jeff

Eric Gutbrod

If a utility has not provided Positive Response by your stated starting time, contact them via their Stakeout Contact that is provided, below. As a last resort, you can contact the one-call center and inform us of the problem. Remember to reference ticket 04058-040-044. Also remember that Dig Safely New York is a call center; it is not one of the utilities that were involved, and it is not a locating service.

Central Hudson Gas And Electric South Electric: Michael Dunning 845-206-6046.

Central Hudson Gas And Electric South Gas: Michael Dunning 845-206-6046.

City Of Newburgh Dpw: Wayne Vradenburgh 845-565-3356.

Mci: Mci National Fiber Security 800-289-3427.

Time Warner Cable Hudson Valley: Usic Voice Calls 800-262-8600.

Verizon / Hudson Valley: Verizon (ppm Center) Stakeout Contact 855-226-9564.

The location of any privately owned utility (such as a service drop) is typically the responsibility of the property owner, since the property owner is the person who (a) owns it, and (b) had it installed. If the property owner is unsure of the location of the service drops, private locating services are available in most areas. Dig Safely New York has compiled a list of several of these services, but be advised that the list is incomplete and no endorsements are implied.

https://urldefense.proofpoint.com/v2/url?u=http-3A__www.digsafelynewyork.com_excavators_private-2Dlocators&d=DwICAQ&c=euGZstcaTDIlvimEN8b7jXrwqOf-v5A_CdpgnVfiiMM&r=rGqNpexfysehWegC-LpBO7cml6lBTpuZXfY5uJSJGJ8&m=sIJJ5nDrcEvgB3dXcmuhEqG3IKaW0rjAAHpEX9Ahw6U&s=6pgBNMsn9xBpVlz033_TeWVyX_R-qcWd4qUv86_MRTQ&e=

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https://urldefense.proofpoint.com/v2/url?u=http-3A__www.digsafelynewyork.com_excavators_tolerance-2Dzone&d=DwICAQ&c=euGZstcaTDIlvimEN8b7jXrwqOf-v5A_CdpgnVfiiMM&r=rGqNpexfysehWegC-LpBO7cml6lBTpuZXfY5uJSJGJ8&m=sIJJ5nDrcEvgB3dXcmuhEqG3IKaW0rjAAHpEX9Ahw6U&s=5O0mpgSce7zVNtqYSCa3gMDDEadma0KzN7IHwJI-aU&e=

Thank you for utilizing this one call service to ensure a safe excavation.

(Good Tue 4/24/18)

Eric Gutbrod

From: DO_NOT_REPLY <APR_MailBot@DigSafelyNewYork.com>
Sent: Thursday, April 05, 2018 11:47 AM
To: Eric Gutbrod
Subject: Stakeout Request 04058-040-043, Next Steps

ERIC GUTBROD,

This is an automated message. DO NOT REPLY, it will not go anywhere.

The Dig Safely New York issued Company ID for METRA INDUSTRIES is 90460. You can use this as a shortcut to identify yourself the next time you call. No worries if you forget it, however, as your phone number can work as well.

Your stakeout request 04058-040-043, INSTALL NEW SANITARY SEWER MAIN at CLINTON ST in the City of Newburgh, resulted the following utilities being notified.

Central Hudson Gas And Electric South Electric (Electric).
Central Hudson Gas And Electric South Gas (Gas).
City Of Newburgh Dpw (Sewer, Water).
Mci (Fiber).
Time Warner Cable Hudson Valley (Fiber, Catv).
Verizon / Hudson Valley (Fiber, Telephone).

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After a utility has marked, or if they have no facilities in that immediate area, each utility should respond to Dig Safely New York's APR system with their results, indicating that their stakeout process is complete, or that they had no facilities in the area. Dig Safely New York's APR system will consolidate their responses and attempt to send the result to you a few business hours before 04/10/2018 07:00:00 AM, or it will send it immediately if all have checked-in sooner. Some facility owners may also contact you directly if a high risk or high value facility is nearby.

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Note that the Dig Safely New York call center agents cannot tell you if a utility has responded or not. Call Center Agents are not allowed to see this information.

If a utility has not provided Positive Response by your stated starting time, contact them via their Stakeout Contact that is provided, below. As a last resort, you can contact the one-call center and inform us of the problem. Remember to reference ticket 04058-040-043. Also remember that Dig Safely New York is a call center; it is not one of the utilities that were involved, and it is not a locating service.

Central Hudson Gas And Electric South Electric: Michael Dunning 845-206-6046.

Central Hudson Gas And Electric South Gas: Michael Dunning 845-206-6046.

City Of Newburgh Dpw: Wayne Vradenburgh 845-565-3356.

Mci: Mci National Fiber Security 800-289-3427.

Time Warner Cable Hudson Valley: Usic Voice Calls 800-262-8600.

Verizon / Hudson Valley: Verizon (ppm Center) Stakeout Contact 855-226-9564.

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https://urldefense.proofpoint.com/v2/url?u=http-3A__www.digsafelynewyork.com_excavators_private-2Dlocators&d=DwICAQ&c=euGZstcaTDIlvimEN8b7jXrwqOf-v5A_CdpqnVfiiMM&r=rGqNpexfYsehWegC-LpBO7cmI6lBTpuZXfY5uJSJGJ8&m=Hf59xAQW-gDzpMNx38RMDd2NqNMME2c28pHaJS8XIZ4&s=rXeR6YkMeNRfz9jsJUOxgxpOjto6nvhlOGQjiY831cQ&e=

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Thank you for utilizing this one call service to ensure a safe excavation.

Eric Gutbrod

From: DO_NOT_REPLY <APR_MailBot@DigSafelyNewYork.com>
Sent: Thursday, April 05, 2018 11:45 AM
To: Eric Gutbrod
Subject: Stakeout Request 04058-040-042, Next Steps

ERIC GUTBROD,

This is an automated message. DO NOT REPLY, it will not go anywhere.

The Dig Safely New York issued Company ID for METRA INDUSTRIES is 90460. You can use this as a shortcut to identify yourself the next time you call. No worries if you forget it, however, as your phone number can work as well.

Your stakeout request 04058-040-042, INSTALL NEW SANITARY SEWER MAIN at CLINTON ST in the City of Newburgh, resulted the following utilites being notified.

Central Hudson Gas And Electric South Electric (Electric).
Central Hudson Gas And Electric South Gas (Gas).
City Of Newburgh Dpw (Sewer, Water).
Time Warner Cable Hudson Valley (Fiber, Catv).
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Central Hudson Gas And Electric South Gas: Michael Dunning 845-206-6046.

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Time Warner Cable Hudson Valley: Usic Voice Calls 800-262-8600.

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(Good Tue 4/24/18)

Eric Gutbrod

From: DO_NOT_REPLY <APR_MailBot@DigSafelyNewYork.com>
Sent: Thursday, April 05, 2018 11:45 AM
To: Eric Gutbrod
Subject: Stakeout Request 04058-040-041, Next Steps

ERIC GUTBROD,

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Thank you for utilizing this one call service to ensure a safe excavation.

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: 4/20/2018 & 4/23/2018
Revised on: 5/8/2018

EWS: 12

Uncharted Electric Conduit

\$11,531.02

Location:

Clinton Street, Newburgh, NY

Description:

On April 23, 2018, Metra industries had a mainline crew installing 24" Storm Sewers on Clinton Street. As we worked, an uncharted/unmarked electric conduit collapsed into our excavation. We had to stop and secure this unmarked conduit with straps and ensure that it was not damaged. This caused 7 hours of extra work to include securing the conduit and backfilling around it to avoid damaging it.

Notes: 1) A time extension is requested as part of this situation. 2) Impact and extension costs are not included in this claim. Metra reserves its rights to submit for these added costs. 3) Inspection overtime must be added to our claim if inspection overtime is charged against Metra.

TYPE		Total Hours	BASE RATE	COST
SUPERINTENDENT	0	0.00	\$55.00	\$0.00
FOREMAN	1	7.00	\$46.75	\$327.25
BACKHOE OPERATOR	1	7.00	\$49.22	\$344.54
LOADER OPERATOR	1	7.00	\$47.63	\$333.41
LABORERS	4	28.00	\$46.00	\$1,288.00
PIPE LAYERS	0	0.00	\$46.00	\$0.00
WELDER	0	0.00	\$46.00	\$0.00
TEAMSTER	2	14.00	\$43.89	\$614.46
TOTAL LABOR				\$2,907.66
BENEFITS				
TYPE		Total Hours	BENEFITS	COST
SUPERINTENDENT		0.00	\$22.45	\$0.00
FOREMAN		7.00	\$25.53	\$178.71
BACKHOE OPERATOR		7.00	\$31.78	\$222.46
LOADER OPERATOR		7.00	\$31.78	\$222.46
LABORERS		28.00	\$25.53	\$714.84
PIPE LAYERS		0.00	\$25.53	\$0.00
WELDER		0.00	\$25.53	\$0.00
TEAMSTER		14.00	\$28.56	\$399.84
TOTAL BENEFITS				\$1,738.31
EQUIPMENT COST				
TYPE		HOURS	RATE	COST
Komatsu 400 type Backhoe	0	0.00	\$101.94	\$0.00
CAT 365 Backhoe	0	0.00	\$111.38	\$0.00
Komatsu D-65 Dozer	0	0.00	\$37.40	\$0.00
LOADER WA500	0	0.00	\$45.33	\$0.00
Backhoe Komatsu 150 Type	0	0.00	\$34.97	\$0.00
IR Drill	0	0.00	\$29.96	\$0.00
Loader Komatsu 250	1	7.00	\$30.83	\$215.81
PICK-UP TRUCK	1	7.00	\$3.20	\$22.40
TANDEM DUMP/DUMP TRUCK	2	14.00	\$24.40	\$341.60
Backhoe CAT 328	1	7.00	\$57.97	\$405.79
TRENCH BOX	1	7.00	\$80.98	\$566.86
JCB Backhoe 214 Type	0	0.00	\$14.20	\$0.00
STEEL PLATES	2	14.00	\$3.78	\$52.92
PUMP	1	7.00	\$4.58	\$32.06
Trench Compactor	1	7.00	\$23.53	\$164.71
BROOM	1	7.00	\$16.85	\$117.95
Jack Hammer	0	0.00	\$1.13	\$0.00
GENERATOR	1	7.00	\$16.55	\$115.85
Compressor 175 HP	0	0.00	\$4.39	\$0.00
Hydraulic impact breaker	0	0.00	\$31.87	\$0.00

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: 4/20/2018 & 4/23/2018 **EWS: 12**
Revised on: 5/8/2018

Backhoe Komatsu PC 100	0	0.00	\$24.82	\$0.00
Light Tower	0	0.00	\$6.20	\$0.00
Asphalt Roller	0	0.00	\$43.25	\$0.00
Pipe Laser	1	7.00	\$8.19	\$57.33
UTILITY SAW	1	7.00	\$2.12	\$14.84
TOTAL EQUIPMENT COST			\$2,108.12	

EQUIPMENT OPERATING COST

TYPE	HOURS	RATE	COST
Komatsu 400 type Backhoe	0.00	\$104.45	\$0.00
CAT 365 Backhoe	0.00	\$65.00	\$0.00
Komatsu D-65 Dozer	0.00	\$16.05	\$0.00
LOADER WA500	0.00	\$32.20	\$0.00
Backhoe Komatsu 150 Type	0.00	\$13.55	\$0.00
IR Drill	0.00	\$15.25	\$0.00
Loader Komatsu 250	7.00	\$35.85	\$250.95
PICK-UP TRUCK	7.00	\$12.00	\$84.00
TANDEM DUMP/DUMP TRUCK	14.00	\$47.20	\$660.80
Backhoe CAT 328	7.00	\$68.10	\$476.70
TRENCH BOX	7.00	\$0.00	\$0.00
JCB Backhoe 214 Type	0.00	\$9.55	\$0.00
STEEL PLATES	14.00	\$0.00	\$0.00
PUMP	7.00	\$4.00	\$28.00
Trench Compactor	7.00	\$11.00	\$77.00
BROOM	7.00	\$21.50	\$150.50
Jack Hammer	0.00	\$0.45	\$0.00
GENERATOR	7.00	\$2.20	\$15.40
Compressor 175 HP	0.00	\$11.70	\$0.00
Hydraulic impact breaker	0.00	\$3.00	\$0.00
Backhoe Komatsu PC 100	0.00	\$9.40	\$0.00
Light Tower	0.00	\$1.70	\$0.00
Asphalt Roller	0.00	\$25.15	\$0.00
Pipe Laser	7.00	\$3.55	\$24.85
UTILITY SAW	7.00	\$1.95	\$13.65
TOTAL OPERATING COSTS			\$1,781.85

SUBCONTRACTOR/MATERIAL COST

DESCRIPTION	QUANTITY	COST	COSTS
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
TOTAL MATERIAL COST			\$0.00

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: 4/20/2018 & 4/23/2018

EWS: 12

Revised on: 5/8/2018

Summary

LABOR	\$2,907.66
MATERIALS & SUBS	\$0.00
BENEFITS	\$1,738.31
EQUIPMENT	\$2,108.12
OPERATING COST	\$1,781.85
SUBTOTAL	\$8,535.94
OVERHEAD @ 10%	\$853.59
SUBTOTAL	\$9,389.53
PROFIT @ 10%	\$938.95
Subtotal	\$10,328.48
INSURANCE & PAYROLL TAX	\$1,202.53
Subtotal	\$11,531.02

JCS
Dun

METRA INDUSTRIES

50 MULLER PLACE
LITTLE FALLS, N.J. 07424

DATE: 4/23/18 / 4/20/19

PROJECT: Liberty & Clinton

OWNER: City of Elizabeth, NJ

Please be advised that on the above referenced date the following work was performed which we believe constitutes extra work under the terms of the contract.

Location: Down line 3564 to 3554

Work performed:

additional work to deal with uncharted
Electric lines

Labor, Equipment and Materials:

Type

Fazaman

2 operators

4 laborers

2 Ditch trucks

1 CAT 320

1 Komatsu 250

1 pickup truck

Hours/Quantity

7 hrs

We feel we are entitled to an adjustment of contract time and price as a result of this extra work. This may not encompass the full impact on the project. Said impact is indeterminant at this time.

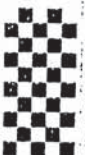
Please investigate this and provide us with your prompt determination in this regard

Received by:

Signed:

Metra Industries

AN EQUAL OPPORTUNITY EMPLOYER



Incident Report Form

Project Name & Job Number: Newburgh

Type of Incident: (please circle)

Bodily Injury

Property Damage

Workers Compensation

Auto

General Information:

Location: 72 Clinton Time: _____ AM PM
Date of Report: 4/23/18 Date of Incident: 4/23/18

Summary of Incident:

unCharged electric lines collapse
in to trench lifted up conductors

Witnesses Name: Felipe

Witnesses Telephone: _____

List other Subcontractors or Contractors working in area:

Description of Damage or Injury: (include make, model, VIN)

electric conductors

Claimant Name: _____

Address: _____

Telephone: _____

Metra Industries Representative:

C. Schetter
(Please Print Name)

[Signature]
(Signature)



Eric Gutbrod

If a utility has not provided Positive Response by your stated starting time, contact them via their Stakeout Contact that is provided, below. As a last resort, you can contact the one-call center and inform us of the problem. Remember to reference ticket 04058-040-044. Also remember that Dig Safely New York is a call center; it is not one of the utilities that were involved, and it is not a locating service.

Central Hudson Gas And Electric South Electric: Michael Dunning 845-206-6046.

Central Hudson Gas And Electric South Gas: Michael Dunning 845-206-6046.

City Of Newburgh Dpw: Wayne Vradenburgh 845-565-3356.

Mci: Mci National Fiber Security 800-289-3427.

Time Warner Cable Hudson Valley: Usic Voice Calls 800-262-8600.

Verizon / Hudson Valley: Verizon (ppm Center) Stakeout Contact 855-226-9564.

The location of any privately owned utility (such as a service drop) is typically the responsibility of the property owner, since the property owner is the person who (a) owns it, and (b) had it installed. If the property owner is unsure of the location of the service drops, private locating services are available in most areas. Dig Safely New York has compiled a list of several of these services, but be advised that the list is incomplete and no endorsements are implied.

https://urldefense.proofpoint.com/v2/url?u=http-3A__www.digsafelynewyork.com_excavators_private-2Dlocators&d=DwICAQ&c=euGZstcaTDIlvimEN8b7jXrwqOf-v5A_Cdp gnVfiiMM&r=rGqNpexfysehWegC-LpBO7cml6lBTpuZXfY5uJSJGJ8&m=sIJJ5nDrcEvgB3dXcmuhEqG3IKaW0rjAAHpEX9Ahw6U&s=6pgBNMsn9xBpVlz033_TeWVyX_R-qcWd4qUv86_MRTQ&e=

Once all utility operators have responded to your pending excavation request, you may begin excavation on your stated commencement date 04/10/2018 07:00:00 AM. Remember that you are required to hand dig within two feet of any markings prior to using mechanized equipment (Tolerance Zone) in order to verify the location and depth of the facility. Or, you can also use vacuum excavation to accomplish this goal.

https://urldefense.proofpoint.com/v2/url?u=http-3A__www.digsafelynewyork.com_excavators_tolerance-2Dzone&d=DwICAQ&c=euGZstcaTDIlvimEN8b7jXrwqOf-v5A_Cdp gnVfiiMM&r=rGqNpexfysehWegC-LpBO7cml6lBTpuZXfY5uJSJGJ8&m=sIJJ5nDrcEvgB3dXcmuhEqG3IKaW0rjAAHpEX9Ahw6U&s=500mpgSce7zVNtqYSCa3gMDDEadma0KzN7IHwJI-aU&e=

Thank you for utilizing this one call service to ensure a safe excavation.

Eric Gutbrod

From: DO_NOT_REPLY <APR_MailBot@DigSafelyNewYork.com>
Sent: Thursday, April 05, 2018 11:47 AM
To: Eric Gutbrod
Subject: Stakeout Request 04058-040-043, Next Steps

ERIC GUTBROD,

This is an automated message. DO NOT REPLY, it will not go anywhere.

The Dig Safely New York issued Company ID for METRA INDUSTRIES is 90460. You can use this as a shortcut to identify yourself the next time you call. No worries if you forget it, however, as your phone number can work as well.

Your stakeout request 04058-040-043, INSTALL NEW SANITARY SEWER MAIN at CLINTON ST in the City of Newburgh, resulted the following utilites being notified.

Central Hudson Gas And Electric South Electric (Electric).
Central Hudson Gas And Electric South Gas (Gas).
City Of Newburgh Dpw (Sewer, Water).
Mci (Fiber).
Time Warner Cable Hudson Valley (Fiber, Catv).
Verizon / Hudson Valley (Fiber, Telephone).

Now that you have taken the important first step of calling before you dig, here is what happens next:

You've scheduled your excavation to begin on 04/10/2018 07:00:00 AM. The utilities have until that time to mark their facilities around your indicated job site. To assist in that process, it is suggested that you outline the perimeter of the digsite using white paint or white flags, to narrow down the location as closely as is possible.

After a utility has marked, or if they have no facilities in that immediate area, each utility should respond to Dig Safely New York's APR system with their results, indicating that their stakeout process is complete, or that they had no facilities in the area. Dig Safely New York's APR system will consolidate their responses and attempt to send the result to you a few business hours before 04/10/2018 07:00:00 AM, or it will send it immediately if all have checked-in sooner. Some facility owners may also contact you directly if a high risk or high value facility is nearby.

You should receive "Positive Response" from *each* utility listed above before you commence excavating. You can view the current response status at any time by visiting https://urldefense.proofpoint.com/v2/url?u=http-3A-www.digsafelynewyork.com_apr&d=DwICAQ&c=euGZstcaTDlIvimEN8b7jXrwqOf-v5A_CdpgnVfiiMM&r=rGqNpexfysehWegC-LpBO7cml6IBTpuZXfY5uJSJGJ8&m=Hf59xAQW-gDzpMNx38RMDd2NqNMME2c28pHaJS8XIZ4&s=mLywJ621DrzRi3CJFWSnri93W31cTORb3eOTUygZzxM&e= or you can dial 1-888-Diggers (888-344-4377) to check via phone call. It will want to know your phone and ticket number (973-812-0333, 04058-040-043).

Note that the Dig Safely New York call center agents cannot tell you if a utility has responded or not. Call Center Agents are not allowed to see this information.

If a utility has not provided Positive Response by your stated starting time, contact them via their Stakeout Contact that is provided, below. As a last resort, you can contact the one-call center and inform us of the problem. Remember to reference ticket 04058-040-043. Also remember that Dig Safely New York is a call center; it is not one of the utilities that were involved, and it is not a locating service.

Central Hudson Gas And Electric South Electric: Michael Dunning 845-206-6046.

Central Hudson Gas And Electric South Gas: Michael Dunning 845-206-6046.

City Of Newburgh Dpw: Wayne Vradenburgh 845-565-3356.

Mci: Mci National Fiber Security 800-289-3427.

Time Warner Cable Hudson Valley: Usic Voice Calls 800-262-8600.

Verizon / Hudson Valley: Verizon (ppm Center) Stakeout Contact 855-226-9564.

The location of any privately owned utility (such as a service drop) is typically the responsibility of the property owner, since the property owner is the person who (a) owns it, and (b) had it installed. If the property owner is unsure of the location of the service drops, private locating services are available in most areas. Dig Safely New York has compiled a list of several of these services, but be advised that the list is incomplete and no endorsements are implied.

https://urldefense.proofpoint.com/v2/url?u=http-3A__www.digsafelynewyork.com_excavators_private-2Dlocators&d=DwlCAQ&c=euGZstcaTDIlvimEN8b7jXrwqOf-v5A_CdpgnVfiiMM&r=rGqNpexfYsehWegC-LpBO7cml6lBTpuZXfY5uJSJGJ8&m=Hf59xAQW-gDzpMNx38RMDd2NqNMME2c28pHaJS8XIZ4&s=rXeR6YkMeNRfz9jsJUOxgxpOjto6nvhlGQjiY831cQ&e=

Once all utility operators have responded to your pending excavation request, you may begin excavation on your stated commencement date 04/10/2018 07:00:00 AM. Remember that you are required to hand dig within two feet of any markings prior to using mechanized equipment (Tolerance Zone) in order to verify the location and depth of the facility. Or, you can also use vacuum excavation to accomplish this goal.

https://urldefense.proofpoint.com/v2/url?u=http-3A__www.digsafelynewyork.com_excavators_tolerance-2Dzone&d=DwlCAQ&c=euGZstcaTDIlvimEN8b7jXrwqOf-v5A_CdpgnVfiiMM&r=rGqNpexfYsehWegC-LpBO7cml6lBTpuZXfY5uJSJGJ8&m=Hf59xAQW-gDzpMNx38RMDd2NqNMME2c28pHaJS8XIZ4&s=olZXyVjzrClUqBRRC9Hv5f6nFBgWk1OiJHMKpUpJ7WI&e=

Thank you for utilizing this one call service to ensure a safe excavation.

(Good Till 4/24/18)

Eric Gutbrod

From: DO_NOT_REPLY <APR_MailBot@DigSafelyNewYork.com>
Sent: Thursday, April 05, 2018 11:45 AM
To: Eric Gutbrod
Subject: Stakeout Request 04058-040-042, Next Steps

ERIC GUTBROD,

This is an automated message. DO NOT REPLY, it will not go anywhere.

The Dig Safely New York issued Company ID for METRA INDUSTRIES is 90460. You can use this as a shortcut to identify yourself the next time you call. No worries if you forget it, however, as your phone number can work as well.

Your stakeout request 04058-040-042, INSTALL NEW SANITARY SEWER MAIN at CLINTON ST in the City of Newburgh, resulted the following utilites being notified.

Central Hudson Gas And Electric South Electric (Electric).
Central Hudson Gas And Electric South Gas (Gas).
City Of Newburgh Dpw (Sewer, Water).
Time Warner Cable Hudson Valley (Fiber, Catv).
Verizon / Hudson Valley (Fiber, Telephone).

Now that you have taken the important first step of calling before you dig, here is what happens next:

You've scheduled your excavation to begin on 04/10/2018 07:00:00 AM. The utilities have until that time to mark their facilities around your indicated job site. To assist in that process, it is suggested that you outline the perimeter of the digsite using white paint or white flags, to narrow down the location as closely as is possible.

After a utility has marked, or if they have no facilities in that immediate area, each utility should respond to Dig Safely New York's APR system with their results, indicating that their stakeout process is complete, or that they had no facilities in the area. Dig Safely New York's APR system will consolidate their responses and attempt to send the result to you a few business hours before 04/10/2018 07:00:00 AM, or it will send it immediately if all have checked-in sooner. Some facility owners may also contact you directly if a high risk or high value facility is nearby.

You should receive "Positive Response" from *each* utility listed above before you commence excavating. You can view the current response status at any time by visiting https://urldefense.proofpoint.com/v2/url?u=http-3A-www.digsafelynewyork.com_apr&d=DwICAQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpqnVfiiMM&r=rGqNpexfysehWegC-LpBO7cml6lBTpuZXfY5uJSJGJ8&m=R24p01vOpZtndrzGzy1wLQ8o4s9w7QNDRdp7eEIUpE&s=ReEGR-F12E43DOn7iSY8KauxWYehu55XJ2T_65isqz8&e= or you can dial 1-888-Diggers (888-344-4377) to check via phone call. It will want to know your phone and ticket number (973-812-0333, 04058-040-042).

Note that the Dig Safely New York call center agents cannot tell you if a utility has responded or not. Call Center Agents are not allowed to see this information.

If a utility has not provided Positive Response by your stated starting time, contact them via their Stakeout Contact that is provided, below. As a last resort, you can contact the one-call center and inform us of the problem. Remember to reference ticket 04058-040-042. Also remember that Dig Safely New York is a call center; it is not one of the utilities that were involved, and it is not a locating service.

Central Hudson Gas And Electric South Electric: Michael Dunning 845-206-6046.

Central Hudson Gas And Electric South Gas: Michael Dunning 845-206-6046.

City Of Newburgh Dpw: Wayne Vradenburgh 845-565-3356.

Time Warner Cable Hudson Valley: Usic Voice Calls 800-262-8600.

Verizon / Hudson Valley: Verizon (ppm Center) Stakeout Contact 855-226-9564.

The location of any privately owned utility (such as a service drop) is typically the responsibility of the property owner, since the property owner is the person who (a) owns it, and (b) had it installed. If the property owner is unsure of the location of the service drops, private locating services are available in most areas. Dig Safely New York has compiled a list of several of these services, but be advised that the list is incomplete and no endorsements are implied.

https://urldefense.proofpoint.com/v2/url?u=http-3A__www.digsafelynewyork.com_excavators_private-2Dlocators&d=DwlCAQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpgnVfiiMM&r=rGqNpexfysehWegC-LpBO7cml6lBTpuZXfY5uJSJGJ8&m=R24p01vOpZtndrzGzy1wLQ8o4s9w7QNDRdp7eEIIUpE&s=QXFao-gIT9kiQFNpg9G_pN2g8TV4G2vOCJdgmheMOdM&e=

Once all utility operators have responded to your pending excavation request, you may begin excavation on your stated commencement date 04/10/2018 07:00:00 AM. Remember that you are required to hand dig within two feet of any markings prior to using mechanized equipment (Tolerance Zone) in order to verify the location and depth of the facility. Or, you can also use vacuum excavation to accomplish this goal.

https://urldefense.proofpoint.com/v2/url?u=http-3A__www.digsafelynewyork.com_excavators_tolerance-2Dzone&d=DwlCAQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpgnVfiiMM&r=rGqNpexfysehWegC-LpBO7cml6lBTpuZXfY5uJSJGJ8&m=R24p01vOpZtndrzGzy1wLQ8o4s9w7QNDRdp7eEIIUpE&s=H1KIGShrS4_CQ6cGxGEHdw-4-dnLzh54R_huPjLnYfM&e=

Thank you for utilizing this one call service to ensure a safe excavation.

Eric Gutbrod

If a utility has not provided Positive Response by your stated starting time, contact them via their Stakeout Contact that is provided, below. As a last resort, you can contact the one-call center and inform us of the problem. Remember to reference ticket 04058-040-041. Also remember that Dig Safely New York is a call center; it is not one of the utilities that were involved, and it is not a locating service.

Central Hudson Gas And Electric South Electric: Michael Dunning 845-206-6046.

Central Hudson Gas And Electric South Gas: Michael Dunning 845-206-6046.

City Of Newburgh Dpw: Wayne Vradenburgh 845-565-3356.

Time Warner Cable Hudson Valley: Usic Voice Calls 800-262-8600.

Verizon / Hudson Valley: Verizon (ppm Center) Stakeout Contact 855-226-9564.

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https://urldefense.proofpoint.com/v2/url?u=http-3A__www.digsafelynewyork.com_excavators_private-2Dlocators&d=DwlCAQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_Cdp gnVfiiMM&r=rGqNpexfYsehWegC-LpBO7cml6lBTpuZXfY5uJSJGJ8&m=TJ27B4ajJPYro6GnUvWNzftTAywFx3xByFlvRtLWc3c&s=z2YptTDkk-p_qCYPfDIM5I3GfKRh8_vV_PzeLloC6O8&e=

Once all utility operators have responded to your pending excavation request, you may begin excavation on your stated commencement date 04/10/2018 07:00:00 AM. Remember that you are required to hand dig within two feet of any markings prior to using mechanized equipment (Tolerance Zone) in order to verify the location and depth of the facility. Or, you can also use vacuum excavation to accomplish this goal.

https://urldefense.proofpoint.com/v2/url?u=http-3A__www.digsafelynewyork.com_excavators_tolerance-2Dzone&d=DwlCAQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_Cdp gnVfiiMM&r=rGqNpexfYsehWegC-LpBO7cml6lBTpuZXfY5uJSJGJ8&m=TJ27B4ajJPYro6GnUvWNzftTAywFx3xByFlvRtLWc3c&s=fQLyF5_hrY6qlYCj8H_IltI41rAMRGYwHsdNb484RVE&e=

Thank you for utilizing this one call service to ensure a safe excavation.

Metra Industries

50 Muller Place
Little Falls, New Jersey 07424
Tel: 973.812.0333
Fax: 973.812.6596

May 1, 2018

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

Re: Liberty & Grand Streets Sewer Improvements

Attention: Matthew Scavarda

Matt,

Attached for the issuance of a change order, processing and payment is our EWS #13 Relocate new pipe. On May 1, 2018 Metra had installed Catch Basin – CB-xxx at the intersection of Clinton and Grand Streets. This catch basin and pipe had to be removed and relocated downstream to adhere to the revised drawings. We received these revised drawings on this same day (May 1, 2018).

As described on the EWS itself, due to a redesign / design change. An entire day (8hours) were required to remove and reinstall a catch basing and pipe that we had previously installed.

This is a follow up to numerous notifications we sent including but not limited to our emails of April 25, 2018 stating:

"The conflict and changes may cause extra work and therefore additional costs to the contract. This email is being sent to satisfy notification requirements. If and when we have more information and/or actual numbers, Charlie and I would like to set a meeting to discuss these changes. We'll like to do this prior to any actual submission of EWS."

Per the specification:

"The Contractor shall proceed diligently with performance of the disputed work pending final resolution of his claim for damages."

As stated on the EWS itself, a project time extension is requested for this EWS as well as for our prior EWS'.

Please contact us with any questions or concerns you may have.

Respectfully,



Jeff Dunn

C Jason Morris, City of Newburgh

/jsd

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: 05/01/2018
Revised on: 5/8/2018

EWS: 13

Total of Extra Work (see page 3):

\$13,178.31

Location:

Clinton Street, Newburgh, NY

Description:

Metra Industries had a mainline crew working on May 1, 2018. This crew had installed Catch Basin – CB-xxx at the intersection of Clinton and Grand Streets along with pipe. While the work was fully underway, in progress and being completed, there was the issuance of a redesign. Accordingly, the aforementioned catch basin and pipe had to be removed and relocated downstream in order to adhere to the revised drawings. We received these revised drawings on this same day (May 1, 2018) while in progress with the actual work itself. This required the entire shift of extra work to complete.

Notes: 1) A time extension is requested as part of this situation. 2) Impact and extension costs are not included in this claim. Metra reserves its rights to submit for these added costs. 3) Inspection overtime must be added to our claim if inspection overtime is charged against Metra.

TYPE		Total Hours	BASE RATE	COST
SUPERINTENDENT	0	0.00	\$55.00	\$0.00
FOREMAN	1	8.00	\$46.75	\$374.00
BACKHOE OPERATOR	1	8.00	\$49.22	\$393.76
LOADER OPERATOR	1	8.00	\$47.63	\$381.04
LABORERS	4	32.00	\$46.00	\$1,472.00
PIPE LAYERS	0	0.00	\$46.00	\$0.00
WELDER	0	0.00	\$46.00	\$0.00
TEAMSTER	2	16.00	\$43.89	\$702.24
TOTAL LABOR				\$3,323.04
BENEFITS				
TYPE		Total Hours	BENEFITS	COST
SUPERINTENDENT		0.00	\$22.45	\$0.00
FOREMAN		8.00	\$25.53	\$204.24
BACKHOE OPERATOR		8.00	\$31.78	\$254.24
LOADER OPERATOR		8.00	\$31.78	\$254.24
LABORERS		32.00	\$25.53	\$816.96
PIPE LAYERS		0.00	\$25.53	\$0.00
WELDER		0.00	\$25.53	\$0.00
TEAMSTER		16.00	\$28.56	\$456.96
TOTAL BENEFITS				\$1,986.64
EQUIPMENT COST				
TYPE		HOURS	RATE	COST
Komatsu 400 type Backhoe	0	0.00	\$101.94	\$0.00
CAT 365 Backhoe	0	0.00	\$111.38	\$0.00
Komatsu D-65 Dozer	0	0.00	\$37.40	\$0.00
LOADER WA500	0	0.00	\$45.33	\$0.00
Backhoe Komatsu 150 Type	0	0.00	\$34.97	\$0.00
IR Drill	0	0.00	\$29.96	\$0.00
Loader Komatsu 250	1	8.00	\$30.83	\$246.64
PICK-UP TRUCK	1	8.00	\$3.20	\$25.60
TANDEM DUMP/DUMP TRUCK	2	16.00	\$24.40	\$390.40
Backhoe CAT 328	1	8.00	\$57.97	\$463.76
TRENCH BOX	1	8.00	\$80.98	\$647.84
JCB Backhoe 214 Type	0	0.00	\$14.20	\$0.00
STEEL PLATES	2	16.00	\$3.78	\$60.48
PUMP	1	8.00	\$4.58	\$36.64
Trench Compactor	1	8.00	\$23.53	\$188.24
BROOM	1	8.00	\$16.85	\$134.80
Jack Hammer	0	0.00	\$1.13	\$0.00
GENERATOR	1	8.00	\$16.55	\$132.40

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: 05/01/2018 EWS: 13
Revised on: 5/8/2018

Compressor 175 HP	0	0.00	\$4.39	\$0.00
Hydraulic impact breaker	0	0.00	\$31.87	\$0.00
Backhoe Komatsu PC 100	0	0.00	\$24.82	\$0.00
Light Tower	0	0.00	\$6.20	\$0.00
Asphalt Roller	0	0.00	\$43.25	\$0.00
Pipe Laser	1	8.00	\$8.19	\$65.52
UTILITY SAW	1	8.00	\$2.12	\$16.96
TOTAL EQUIPMENT COST				\$2,409.28

EQUIPMENT OPERATING COST

TYPE	HOURS	RATE	COST
Komatsu 400 type Backhoe	0.00	\$104.45	\$0.00
CAT 365 Backhoe	0.00	\$65.00	\$0.00
Komatsu D-65 Dozer	0.00	\$16.05	\$0.00
LOADER WA500	0.00	\$32.20	\$0.00
Backhoe Komatsu 150 Type	0.00	\$13.55	\$0.00
IR Drill	0.00	\$15.25	\$0.00
Loader Komatsu 250	8.00	\$35.85	\$286.80
PICK-UP TRUCK	8.00	\$12.00	\$96.00
TANDEM DUMP/DUMP TRUCK	16.00	\$47.20	\$755.20
Backhoe CAT 328	8.00	\$68.10	\$544.80
TRENCH BOX	8.00	\$0.00	\$0.00
JCB Backhoe 214 Type	0.00	\$9.55	\$0.00
STEEL PLATES	16.00	\$0.00	\$0.00
PUMP	8.00	\$4.00	\$32.00
Trench Compactor	8.00	\$11.00	\$88.00
BROOM	8.00	\$21.50	\$172.00
Jack Hammer	0.00	\$0.45	\$0.00
GENERATOR	8.00	\$2.20	\$17.60
Compressor 175 HP	0.00	\$11.70	\$0.00
Hydraulic impact breaker	0.00	\$3.00	\$0.00
Backhoe Komatsu PC 100	0.00	\$9.40	\$0.00
Light Tower	0.00	\$1.70	\$0.00
Asphalt Roller	0.00	\$25.15	\$0.00
Pipe Laser	8.00	\$3.55	\$28.40
UTILITY SAW	8.00	\$1.95	\$15.60
TOTAL OPERATING COSTS			\$2,036.40

SUBCONTRACTOR/MATERIAL COST

DESCRIPTION	QUANTITY	COST	COSTS
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
TOTAL MATERIAL COST			\$0.00

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: 05/01/2018

EWS: 13

Revised on: 5/8/2018

Summary

LABOR	\$3,323.04
MATERIALS & SUBS	\$0.00
BENEFITS	\$1,986.64
EQUIPMENT	\$2,409.28
OPERATING COST	\$2,036.40
SUBTOTAL	\$9,755.36
OVERHEAD @ 10%	\$975.54
SUBTOTAL	\$10,730.89
PROFIT @ 10%	\$1,073.09
Subtotal	\$11,803.98
INSURANCE & PAYROLL TAX	\$1,374.33
Subtotal	\$13,178.31

JES
Dunn

METRA INDUSTRIES

50 MULLER PLACE
LITTLE FALLS, NJ. 07424

DATE: 5-1-18

PROJECT: Liberty & Clinton St

OWNER: Newburgh NY

Please be advised that on the above referenced date the following work was performed which we believe constitutes extra work under the terms of the contract.

Location:

Work performed: we started to excavate & install 24" D2000 Catch Basin XXX. This was a Redesign that was given to us 1st week AT Intersection of Grand St. & Clinton on the Street Dtm. 5/1/18 we were given a Drawing Revising the Original Design. We had to Remove Catch Basin XXX Reset Pipe & Move Back (Downstream) Catch Basin to where to Change.

Labor, Equipment and Materials:

Type

Hours/Quantity

- 1 Fore
- 2 Operator
- 4 Laborers
- 1 Rental Truck
- 1 Cat 320
- 1 Komatsu 250
- 1 Pickup

0 1/2

We feel we are entitled to an adjustment of contract time and price as a result of this extra work. This may not encompass the full impact on the project. Said impact is indeterminant at this time.

Please investigate this and provide us with your prompt determination in this regard

Received by:

Signed

Metra Industries

Metra Industries

50 Muller Place
Little Falls, New Jersey 07424
Tel: 973.812.0333
Fax: 973.812.6596

May 7, 2018
Revised June 27, 2018

Barton & Loguidice, D.P.C.
637 Broadway, Suite 2B
Newburgh, New York 12550
Attention: Matthew Scavarda

Re: Liberty & Grand Streets Sewer Improvements – Design Change #2

Matt,

After analyzing the Design Change #2, Metra has split the information into two sections: Contract Items and Extra Work above the original contract items.

The estimated contract items have been entered into a blank Estimate form to determine that the net value of the work will be as redesigned \$13,214.50. A copy of this worksheet is attached for your review.

The extra work has been calculated on an Extra Work Summary (attached). The extra work includes the Coring of 2 holes in inlets to accommodate 8" pipe, Plugging 8" existing holes as a result of the realignment, the extra excavation for the additional depth of the 15" Storm Drain and a much more difficult intersection and road crossing than originally designed – we will now be crossing beneath existing duct banks at a much greater depth of excavation (the work becomes more critical, the added risks are much higher and a significant amount of extra work will be required as part of this change). All of which will require an extra 24 hours. The sum of this Extra Work is \$18,241.90.

The redesign is removing some items and adding others. This 'rearrangement' calculates a net loss of \$11,780 to Metra because the new work represents much higher cost yet only results in slightly higher billings. Metra cannot lose this as it represents a large portion of our overhead and miscellaneous costs as calculated at the time of bid. This total has been added to the Extra Work Summary for a grand total of \$32,391.62, which Metra requires to implement this redesign.

In summary, Metra will agree to the design change under the following conditions:

1. A lump sum amount of \$11,780 is paid in addition to all applicable contract line items.
2. A lump sum amount of \$32,391.62 is paid for extra work resulting from this change which currently has no pay items
3. A project time extension is granted

Please contact us with any questions or concerns you may have.

Respectfully,

A handwritten signature in black ink, appearing to read 'JD' followed by a long horizontal flourish.

Jeff Dunn

C Jason Morris, City of Newburgh

jsd

Transmittal NEWBURGH DESIGN CHANGE #2 Contract Items

OWNER: City of Newburgh 83 Broadway, Newburgh NY 12550				City of Newburgh Liberty and Grand Street Sewer Improvements Project Contract 1 - General Construction PROGRESS ESTIMATE #1 Covering 11/01/2017 to 12/03/2017 CONTRACT AMOUNT \$3,298,115.00 Percentage Complete 0.42%					
CONTRACTOR: METRA INDUSTRIES 50 MULLER PLACE LITTLE FALLS, NJ 07424									
ITEM #	Description	CNTRCT QNTY	CNTRCT U/P	EST COST	THIS PERIOD		TOTAL TO DATE		% COMPLETE
					QNTY	AMOUNT	QNTY	AMOUNT	
1	Clearing Clearing	1 LS	2,500.00	2,500.00	0.00%	\$0.00	0.00	\$0.00	0.00%
2	Mobilization Mobilization	1 LS							
2a	Procurement & submission and/or Processing & development of Performance and Payment Bonds, Added Insurance, Contract Agreements, emergency phone list, initial utility markout requests +	1 LS	65,000.00	65,000.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
2b	Coordinate, schedule, perform preconstruction video	1 LS	10,000.00	10,000.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
2c	Move equipment to jobsite	1 LS	120,000.00	120,000.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
Total Mobilization			195,000.00						
3	Exploratory Excavation Test Pit	20 EA	1,000.00	20,000.00	0.00%	\$0.00	0.00	\$0.00	0.00%
4a	Material Stored On Site (Pipe) 6-INCH NON-PRESSURE PVC SEWER & SPECIAL	3,350 LF	1.94	6,499.00	0.00%	\$0.00	0.00	\$0.00	0.00%
4b	Balance of Unit Price (install) PVC SEWER & SPECIAL	3,350 LF	98.06	328,501.00	0.00%	\$0.00	0.00	\$0.00	0.00%
4	Total Unit Price		100.00						
5a	Material Stored On Site (Pipe) 8-INCH NON-PRESSURE PVC SEWER & SPECIAL	1,400 LF	3.60	5,040.00	0.00%	\$0.00	0.00	\$0.00	0.00%
5b	Balance of Unit Price (install) PVC SEWER & SPECIAL	1,400 LF	100.40	140,560.00	0.00%	\$0.00	0.00	\$0.00	0.00%
5	Total Unit Price		104.00						
6a	Material Stored On Site (Pipe) 12-INCH NON-PRESSURE PVC SEWER & SPECIAL	345 LF	7.80	2,691.00	0.00%	\$0.00	0.00	\$0.00	0.00%
6b	Balance of Unit Price (install) PVC SEWER & SPECIAL	345 LF	106.20	36,639.00	0.00%	\$0.00	0.00	\$0.00	0.00%
6	Total Unit Price		114.00						
7a	Material Stored On Site (Pipe) 18-INCH NON-PRESSURE PVC SEWER & SPECIAL	1,250 LF	13.40	16,750.00	0.00%	\$0.00	0.00	\$0.00	0.00%
7b	Balance of Unit Price (install) PVC SEWER & SPECIAL	1,250 LF	125.60	157,000.00	0.00%	\$0.00	0.00	\$0.00	0.00%
7	Total Unit Price		139.00						
8a	Material Stored on Site - structure Drop Manholes - 5-FOOT ID	33 VF	150.00	4,950.00	0.00%	\$0.00	0.00	\$0.00	0.00%
8b	Balance of Unit Price (install) Manhole	33 VF	1,650.00	54,450.00	0.00%	\$0.00	0.00	\$0.00	0.00%
8	Total Unit Price		1,800.00						
9a	Material Stored on Site - structure Drop Manholes - 6-FOOT ID	67 VF	400.00	26,800.00	0.00%	\$0.00	0.00	\$0.00	0.00%
9b	Balance of Unit Price (install) Manhole	67 VF	500.00	33,500.00	0.00%	\$0.00	0.00	\$0.00	0.00%
9	Total Unit Price		900.00						
10a	Material Stored on Site - structure Standard Manhole - 4-foot ID	156 VF	150.00	23,400.00	0.00%	\$0.00	0.00	\$0.00	0.00%
10b	Balance of Unit Price (install) Manhole	156 VF	450.00	70,200.00	0.00%	\$0.00	0.00	\$0.00	0.00%
10	Total Unit Price		600.00						
11a	Material Stored on Site - structure Standard Manhole - 5-foot ID	27 VF	300.00	8,100.00	0.00%	\$0.00	0.00	\$0.00	0.00%

11b	Balance of Unit Price (install) Manhole	27 VF	100.00	2,700.00	0.00	\$0.00	0.00	\$0.00	0.00%
11	Total Unit Price		400.00						
12a	Material Stored on Site - structure Standard Manhole - 6-foot ID	11 VF	400.00	4,400.00	0.00	\$0.00	0.00	\$0.00	0.00%
12b	Balance of Unit Price (install) Manhole	11 VF	2,600.00	28,600.00	0.00	\$0.00	0.00	\$0.00	0.00%
12	Total Unit Price		3,000.00						
13a	Material Stored on Site - structure Doghouse Manhole - 5-foot ID	2 EA	6,000.00	12,000.00	2.00	\$12,000.00	2.00	\$12,000.00	100.00%
13b	Balance of Unit Price (install) Manhole	2 EA	7,000.00	14,000.00	2.00	\$14,000.00	2.00	\$14,000.00	100.00%
13	Total Unit Price		13,000.00						
14a	Material Stored on Site - structure Doghouse Manhole - 6-foot ID	1 EA	5,000.00	5,000.00	0.00	\$0.00	0.00	\$0.00	0.00%
14b	Balance of Unit Price (install) Manhole	1 EA	10,000.00	10,000.00	0.00	\$0.00	0.00	\$0.00	0.00%
14	Total Unit Price		15,000.00						
15a	Material Stored on Site frame/cover 30-Inch Manhole Frame & Cover	29 EA	375.00	10,875.00	2.00	\$750.00	2.00	\$750.00	6.90%
15b	Balance of Unit Price (install) Frame & Cover	29 EA	70.00	2,030.00	2.00	\$140.00	2.00	\$140.00	6.90%
15	Total Unit Price		445.00						
16	1.7-FT BY 2.2-FT Sewer Rehab (Centrifugally Cast Cement Mortar Lining)	0 LF	0.00	0.00	0.00	\$0.00	0.00	\$0.00	
17a	Materials (pipe) 6-Inch Corrugated HDPE Non-Pressure Storm Sewer Laterals	1,050 LF	2.05	2,152.50	161.00	\$330.05	161.00	\$330.05	15.33%
17b	Balance of Unit Price (install) PVC SEWER & SPECIAL	1,050 LF	252.95	265,597.50	161.00	\$40,724.95	161.00	\$40,724.95	15.33%
17	Total Unit Price		255.00						
18a	Materials (pipe) 8-Inch Corrugated HDPE Non-Pressure Storm Sewer Laterals	850 LF	3.25	2,762.50	-290.00	-\$942.50	-290.00	-\$942.50	0.00%
18b	Balance of Unit Price (install) PVC SEWER & SPECIAL	850 LF	251.75	213,987.50	-290.00	-\$73,007.50	-290.00	-\$73,007.50	0.00%
18	Total Unit Price		255.00						
19a	Materials stored on site (pipe) 12-Inch HDPE Non-Pressure Storm Sewer and Special	1,120 LF	4.65	5,208.00	0.00	\$0.00	0.00	\$0.00	0.00%
19b	Balance of Unit Price (install) PVC SEWER & SPECIAL	1,120 LF	225.35	252,392.00	0.00	\$0.00	0.00	\$0.00	0.00%
19	Total Unit Price		230.00						
20a	Materials stored on site (pipe) 15-Inch HDPE Non-Pressure Storm Sewer and Special	930 LF	6.65	6,184.50	-7.00	-\$46.55	-7.00	-\$46.55	0.00%
20b	Balance of Unit Price (install) PVC SEWER & SPECIAL	930 LF	248.35	230,965.50	-7.00	-\$1,738.45	-7.00	-\$1,738.45	0.00%
20	Total Unit Price		255.00						
21a	Materials stored on site (pipe) 18-Inch HDPE Non-Pressure Storm Sewer and Special	125 LF	9.25	1,156.25	0.00	\$0.00	0.00	\$0.00	0.00%
21b	Balance of Unit Price (install) PVC SEWER & SPECIAL	125 LF	245.75	30,718.75	0.00	\$0.00	0.00	\$0.00	0.00%
21	Total Unit Price		255.00						
22a	Materials stored on site (pipe) 24-Inch HDPE Non-Pressure Storm Sewer and Special	735 LF	14.75	10,841.25	140.00	\$2,065.00	140.00	\$2,065.00	19.05%
22b	Balance of Unit Price (install) PVC SEWER & SPECIAL	735 LF	290.25	213,333.75	140.00	\$40,635.00	140.00	\$40,635.00	19.05%
22	Total Unit Price		305.00						
23a	Materials stored on site (pipe) 30-Inch HDPE Non-Pressure Storm Sewer and Special	55 LF	21.00	1,155.00	0.00	\$0.00	0.00	\$0.00	0.00%

23b	Balance of Unit Price (install) PVC SEWER & SPECIAL	55 LF	294.00	16,170.00	0.00	\$0.00	0.00	\$0.00	0.00%
23	Total Unit Price		315.00						
24	NYSDOT Type 'A' Storm Catch Basin	62 VF	125.00	7,750.00	0.00	\$0.00	0.00	\$0.00	0.00%
25	Storm Drainage Frame, Grate and Inlet	17 EA	250.00	4,250.00	0.00	\$0.00	0.00	\$0.00	0.00%
26	Trash Rack Vault								
26a	Hatch (materials stored on site)	1 LS	1,775.00	1,775.00	0.00	\$0.00	0.00	\$0.00	0.00%
26b	Precast Structure (materials stored)	1 LS	6,550.00	6,550.00	0.00	\$0.00	0.00	\$0.00	0.00%
26c	Balance of Unit Price (install)	1 LS	26,675.00	26,675.00	0.00	\$0.00	0.00	\$0.00	0.00%
26	Total Unit Price		35,000.00						
27	Energy Dissipating Vault	1 LS							
27a	Frame/Cover (materials stored on site)	2 Ea	245.00	490.00	0.00	\$0.00	0.00	\$0.00	0.00%
27b	Precast Structure (materials stored)	1 LS	3,925.00	3,925.00	0.00	\$0.00	0.00	\$0.00	0.00%
27c	Balance of Unit Price (install)	1 LS	25,585.00	25,585.00	0.00	\$0.00	0.00	\$0.00	0.00%
27	Total Unit Price		30,000.00						
28	Concrete Sub-base Removal	2,000 LF	4.00	8,000.00	0.00	\$0.00	0.00	\$0.00	0.00%
29	Sub-base Sub-base	3,720 CY	20.00	74,400.00	0.00	\$0.00	0.00	\$0.00	0.00%
30	Asphalt Binder Course	1,200 Tons	190.00	228,000.00	0.00	\$0.00	0.00	\$0.00	0.00%
31	Asphalt Top Course	760 Ton	150.00	114,000.00	0.00	\$0.00	0.00	\$0.00	0.00%
32	Asphalt Truing and Leveling	180 Ton	1.00	180.00	0.00	\$0.00	0.00	\$0.00	0.00%
33	Erosion And Sediment Control	1 LS	1,500.00	1,500.00	0.00	\$0.00	0.00	\$0.00	0.00%
34	Sewer Flow Control Sewer Flow Control	1 LS	2,500.00	2,500.00	0.00	\$0.00	0.00	\$0.00	0.00%
35	Work Zone Traffic Control	1 LS	1,500.00	1,500.00	0.00	\$0.00	0.00	\$0.00	0.00%
36	Cold Milling of Bituminous Concrete	3,250 SY	18.00	58,500.00	0.00	\$0.00	0.00	\$0.00	0.00%
37	Remove and Stack Bricks	1 LS	750.00	750.00	0.00	\$0.00	0.00	\$0.00	0.00%
38	Remove and Reset Bluestone Sidewalk	2,100 LF	1.00	2,100.00	0.00	\$0.00	0.00	\$0.00	0.00%
39	Reset Cobblestone Gutter	725 LF	5.00	3,625.00	0.00	\$0.00	0.00	\$0.00	0.00%
40	Sewer Lateral Location	1 LS	750.00	750.00	0.00	\$0.00	0.00	\$0.00	0.00%
41	Water Service Relocation	20 EA	250.00	5,000.00	0.00	\$0.00	0.00	\$0.00	0.00%
42	Abandonment of Existing Combined Sewers	1 LS	1,000.00	1,000.00	0.00	\$0.00	0.00	\$0.00	0.00%
43	Asbestos Removal Allowance	1 LS	15,000.00	15,000.00	0.00	\$0.00	0.00	\$0.00	0.00%
44	Clinton Street Drainage Bypass Allowance	1 LS	15,000.00	15,000.00	0.00	\$0.00	0.00	\$0.00	0.00%
45	New Blue Stone Sidewalks	500 SF	20.00	10,000.00	0.00	\$0.00	0.00	\$0.00	0.00%
46	Sewer Rehabilitation (Polyester Fiber Felt Liner with Thermosetting Resin)	1,030 LF	150.00	154,500.00	-140.00	-\$21,000.00	-140.00	-\$21,000.00	0.00%
1A	ALTERNATE ITEM Lead Water Service Replacement	20 EA	1,000.00	20,000.00	0.00	\$0.00	0.00	\$0.00	0.00%
2A	ALTERNATE ITEM 3/4-inch Type K Copper Tubing 3/4-inch Type K Copper Tubing	600 LF	50.00	30,000.00	0.00	\$0.00	0.00	\$0.00	0.00%

Totals

\$3,298,115.00

\$13,910.00

\$13,910.00

Payment Summary

Total due on contract items

\$13,910.00

Materials Stored on Site (breakdown attached)

Sub total

\$13,910.00

5% Retainage

-\$695.50

Sub total

\$13,214.50

Amount Previously Paid

\$0.00

Total due this period

\$13,214.50

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: Pending EWS TBD
Revised on:

Cost Proposal (See pg 3)

\$32,391.62

Location:

Clinton Street, Newburgh, NY

Description:

Redesign #2 Sheets G 3.3 and G 3.6

Notes: 1) A time extension is requested as part of this situation. 2) Impact and extension costs are not included in this claim. Metra reserves its rights to submit for these added costs. 3) Inspection overtime must be added to our claim if inspection overtime is charged against Metra.

TYPE		Total Hours	BASE RATE	COST
SUPERINTENDENT	1	24.00	\$55.00	\$1,320.00
FOREMAN	1	24.00	\$46.75	\$1,122.00
BACKHOE OPERATOR	1	24.00	\$49.22	\$1,181.28
LOADER OPERATOR	0	0.00	\$47.63	\$0.00
LABORERS	1	24.00	\$46.00	\$1,104.00
PIPE LAYERS	0	0.00	\$46.00	\$0.00
WELDER	0	0.00	\$46.00	\$0.00
TEAMSTER	1	24.00	\$43.89	\$1,053.36
TOTAL LABOR				\$5,780.64

BENEFITS				
TYPE		Total Hours	BENEFITS	COST
SUPERINTENDENT		24.00	\$22.45	\$538.80
FOREMAN		24.00	\$25.53	\$612.72
BACKHOE OPERATOR		24.00	\$31.78	\$762.72
LOADER OPERATOR		0.00	\$31.78	\$0.00
LABORERS		24.00	\$25.53	\$612.72
PIPE LAYERS		0.00	\$25.53	\$0.00
WELDER		0.00	\$25.53	\$0.00
TEAMSTER		24.00	\$28.56	\$685.44
TOTAL BENEFITS				\$3,212.40

EQUIPMENT COST				
TYPE		HOURS	RATE	COST
Komatsu 400 type Backhoe	1	0.00	\$101.94	\$0.00
CAT 365 Backhoe	0	0.00	\$111.38	\$0.00
Komatsu D-65 Dozer	0	0.00	\$37.40	\$0.00
LOADER WA500	0	0.00	\$45.33	\$0.00
Backhoe Komatsu 150 Type	0	0.00	\$34.97	\$0.00
IR Drill	0	0.00	\$29.96	\$0.00
Loader Komatsu 320	1	0.00	\$30.83	\$0.00
PICK-UP TRUCK	2	48.00	\$6.11	\$293.28
TANDEM DUMP/DUMP TRUCK	1	24.00	\$85.00	\$2,040.00
Backhoe CAT 328	0	0.00	\$59.80	\$0.00
TRENCH BOX	0	0.00	\$80.98	\$0.00
JCB Backhoe 214 Type	0	0.00	\$14.20	\$0.00
STEEL PLATES	0	0.00	\$3.78	\$0.00
PUMP	0	0.00	\$4.58	\$0.00
Trench Compactor	0	0.00	\$23.53	\$0.00
BROOM	0	0.00	\$16.85	\$0.00
Jack Hammer	0	0.00	\$1.13	\$0.00
GENERATOR	0	0.00	\$16.55	\$0.00
Compressor 175 HP	0	0.00	\$4.39	\$0.00
Hydraulic impact breaker	0	0.00	\$31.87	\$0.00
Backhoe Komatsu PC 100	0	0.00	\$24.82	\$0.00
Light Tower	0	0.00	\$6.20	\$0.00
Asphalt Roller	0	0.00	\$43.25	\$0.00

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: Pending EWS TBD

Revised on:

Pipe Laser	0	0.00	\$8.19	\$0.00
UTILITY SAW	0	0.00	\$2.12	\$0.00

TOTAL EQUIPMENT COST \$2,333.28

EQUIPMENT OPERATING COST

TYPE	HOURS	RATE	COST
Komatsu 400 type Backhoe	0.00	\$104.45	\$0.00
CAT 365 Backhoe	0.00	\$65.00	\$0.00
Komatsu D-65 Dozer	0.00	\$16.05	\$0.00
LOADER WA500	0.00	\$32.20	\$0.00
Backhoe Komatsu 150 Type	0.00	\$13.55	\$0.00
IR Drill	0.00	\$15.25	\$0.00
Loader Komatsu 320	0.00	\$35.85	\$0.00
PICK-UP TRUCK	48.00	\$18.70	\$897.60
TANDEM DUMP/DUMP TRUCK	24.00	\$61.70	\$1,480.80
Backhoe CAT 328	0.00	\$69.35	\$0.00
TRENCH BOX	0.00	\$0.00	\$0.00
JCB Backhoe 214 Type	0.00	\$9.55	\$0.00
STEEL PLATES	0.00	\$0.00	\$0.00
PUMP	0.00	\$4.00	\$0.00
Trench Compactor	0.00	\$11.00	\$0.00
BROOM	0.00	\$21.50	\$0.00
Jack Hammer	0.00	\$0.45	\$0.00
GENERATOR	0.00	\$2.20	\$0.00
Compressor 175 HP	0.00	\$11.70	\$0.00
Hydraulic impact breaker	0.00	\$3.00	\$0.00
Backhoe Komatsu PC 100	0.00	\$9.40	\$0.00
Light Tower	0.00	\$1.70	\$0.00
Asphalt Roller	0.00	\$25.15	\$0.00
Pipe Laser	0.00	\$3.55	\$0.00
UTILITY SAW	0.00	\$1.95	\$0.00

TOTAL OPERATING COSTS \$2,378.40

SUBCONTRACTOR/MATERIAL COST

DESCRIPTION	QUANTITY	COST	COSTS
Core MH for 8" Hole Sub	2.00	\$600.00	\$1,200.00
Plug 2 15" Holes in Inlets MAT only, labor above	2.00	\$50.00	\$100.00
Disposal 8.8 CY Material - Truck above	8.80	\$8.00	\$70.40
			\$0.00
			\$0.00

TOTAL MATERIAL COST \$1,370.40

Owner: City of Newburgh
 Project: Liberty & Grand Streets Sewer Improvements
 Contractor: Metra Industries

Date of extra work:	Pending	EWS TBD
Revised on:		

Summary

LABOR	\$5,780.64
MATERIALS & SUBS	\$1,370.40
BENEFITS	\$3,212.40
EQUIPMENT	\$2,333.28
OPERATING COST	\$2,378.40
SUBTOTAL	\$15,075.12
OVERHEAD @ 10%	\$1,507.51
SUBTOTAL	\$16,582.63
PROFIT @ 10%	\$1,658.26
SUBTOTAL	\$18,240.90
INSURANCE & PAYROLL TAX	\$2,390.73
Lost Profit Due to Design Change	\$11,760.00
Total	\$32,391.62

RESOLUTION NO.: 195 - 2018

OF

AUGUST 13, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN
AMENDMENT TO A CONTRACT WITH BARTON & LOGUIDICE, D.P.C. FOR
PROFESSIONAL ENGINEERING SERVICES IN AN ADDITIONAL AMOUNT
NOT TO EXCEED \$254,000.00 FOR ADDITIONAL CONSTRUCTION PHASE
ADMINISTRATION SERVICES IN THE LIBERTY STREET AND GRAND STREET
SANITARY SEWER IMPROVEMENTS PROJECT**

WHEREAS, the City of Newburgh has experienced failures in the combined sanitary sewer system in the vicinity of Liberty Street and Grand Streets which has resulted in repeated sewer backups to residences, and deteriorated sewer mains on Liberty and Grand Streets; and

WHEREAS, Liberty Street and Grand Street Sanitary Sewer Improvements Project ("the Project") was listed on the New York State Environmental Facilities Corporation ("EFC") multi-year intended use plan as Project No. C3-7332-09-00 with a score sufficient to qualify for Project financing through EFC's traditional loan programs; and

WHEREAS, the EFC's Storm Mitigation Loan Program ("SMLP") offers a financing option for the Project consisting of a combination of 25% grant funding and 75% zero-interest loans which provide a potential Project savings to the City of 25% of the total project cost of approximately \$300,000.00, and by Resolution No.: 28-2014 of February 10, 2014, this Council authorized the Interim City Manager to execute a contract with Barton & Loguidice, D.P.C. for professional engineering services necessary to complete the application for the grant funding at a cost not to exceed \$19,900.00; and

WHEREAS, by Resolution No.: 29-2014 of February 10, 2014, this Council authorized the Interim City Manager to apply for and accept if awarded a grant and zero interest loan financing from the EFC SMLP in an estimated Project cost of \$1,150,800.00, and upon the award of such funding to enter into and execute a documents and contracts with the EFC for said purposes and further, to carry out and comply with the terms of such project agreement(s); and

WHEREAS, by Resolution No. 289-2014 of November 24, 2014, this Council authorized the City Manager to execute an agreement for professional engineering services with Barton & Loguidice, D.P.C. in an amount not to exceed \$256,600.00 for the design and construction inspection services of new sewer and stormsewers for Liberty, Grand, Clinton and Montgomery Streets and assistance to secure funding awarded under the EFC SMLP for the Liberty Street and Grand Street Sanitary Sewer Improvements Project; and

WHEREAS, by Resolution No. 48-2015 of March 23, 2015, the City Council authorized the City Manager to execute an amendment to the agreement for professional engineering services with Barton & Loguidice, D.P.C. for the administration of CDBG-DR program funds in connection with funding awarded under the EFC SMLP for the Project; and

WHEREAS, due to the discovery of unknown existing underground utilities encountered during construction design changes were required for the Project resulting in the need for an extension of time of 36 days to complete the Project and the additional work further requires a contract for additional construction phase professional engineering services for the Project with Barton & Loguidice, D.P.C. in an amount not to exceed \$254,000.00; and

WHEREAS, funding for the additional professional engineering services shall be derived from HG1.8120.0200.8202.2015 -Equipment/Infrastructure.Liberty/Grand St Sewer Improvement Proj.2015 Year; and

WHEREAS, this Council has determined that amending the professional engineering services contract with Barton & Loguidice to include the additional construction phase professional engineering services for the Project under the terms of the proposal and contract amendment as attached hereto is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute an amendment to the agreement for professional engineering services with Barton & Loguidice, D.P.C. for the scope of work outlined in the proposal dated July 25, 2018 in an amount not to exceed \$254,000.00, with other provisions as Corporation Counsel may require, for the additional construction phase professional engineering services for the Project for the Liberty Street and Grand Street Sanitary Sewer Improvements Project.



July 25, 2018

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

Re: Proposal for Additional Construction Phase Professional Services
Liberty & Grand Street Sewer Improvement Project
City of Newburgh, Orange County, New York
File: P702.2976

Dear Mr. Morris:

Barton & Loguidice, D.P.C. (B&L) is pleased to continue working with the City on this project. This project includes 1) Separation of Sanitary & Storm Sewers upstream of CSO#008 through the construction of a separate sanitary sewer, 2) Reconstruction of portions of Liberty, Grand & Clinton Streets, and 3) The potential to reduce wet-weather sanitary sewer overflows, which is a goal of the City's Long Term Control Plan.

As has been discussed during previous conversations and with the NYSEFC, due to the order of magnitude of the improvements, the construction of the improvements, as scheduled by the Contractor, are predicted to take longer than initially thought. Based upon recent discussions with the City, the Contractor is required to reach final completion by December 1, 2018. The Notice to Proceed was issued on November 30, 2017, so the total construction time is anticipated to be 364 days.

In our agreement dated November 24, 2014 authorized by City Council Resolution 289-2014, B&L included construction phase services for an anticipated construction duration of 4.5 months, and 800 hours of onsite observation. The extent of the improvements will require full time construction observation for the full period of 364 calendar days and compliance with the funding agencies requirements.

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



Scope of Services:

1. B&L will continue to assist the City with the appropriate NYSEFC paperwork including:
 - Complete and submit EPA DBE Form 6100-3 for each M/WBE subcontractor/subconsultant contacted for work under our Engineering Agreement;
 - Complete and submit the M/WBE Utilization Plan for our Engineering Agreement;
 - Complete and submit EPA DBE Form 6100-4 along with M/WBE Utilization Plan;
 - Complete and submit the EEO Staffing Plan for our Engineering Agreement
2. B&L will continue to assist the City with the appropriate NYSEFC CDBG-DR compliance and paperwork including:
 - Prepare program/project budgets and schedules including amendments in accordance with Community Development Block Grant (CDBG) guidelines.
 - Prepare Quarterly, Annual Reports or other required reports in a timely manner for submittal by the City to the NYS Homes and Community Renewal (HCR).
 - Develop a list of monthly deadlines dates for the submittal of invoices to the City for approval and payment and advise City officials as to when CDBG funds would be released.
 - Assist the City "in completion of various forms, notifications, publications, or other paperwork as required by the NYS Homes and Community Renewal to satisfy all Community Block Grant regulations.
 - Attendance at all monitoring visits of the NYS Homes and Community Renewal personnel.
 - Assist the City in monitoring prevailing wage rate and labor standard compliance, as needed.
 - Coordinate the completion of a single audit with a qualified auditor as required by Federal Agencies, if appropriate. Audit costs are not included.
 - Assist City in gathering data for the project per CDBG guidelines.
3. Additional Construction Administration Services:
 - A. Attend additional project meetings with the contractor's representatives, the City Engineer, and make periodic site visits to the project site during construction of the project, and advise the City regarding construction related issues. Fifteen (15) additional project progress meetings are assumed.



- B. Review contractor's payment applications and submit same to the City for processing and prepare change orders, if necessary.

4. Construction Observation Services:

- A. Conduct full-time on-site construction observation (CO) of the work in progress during the installation of the proposed work. The CO will not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the work. It is anticipated that construction of the proposed improvements will require an additional seven and a half (7.5) months to complete. As such, B&L will provide full time construction observation, 8 hours a day for an additional 1,200 hours of observation services. We have also included an additional 80 hours for development of a final punchlist. The total additional time would thus be 1,280 hours. Please note that this figure does not include the originally contracted 800 hours of construction observation services. Some of these hours will be subcontracted to our WBE sub consultant, Geovation Engineering. Additional hours beyond the assumed amount would be billed at \$125/hr at the time of service.
 - 1. The CO would prepare a daily report that would record the contractor's hours at the job site, daily activities and progress of work.
 - 2. The CO will be present during connections to existing sewer mains, and borings to verify that is in accordance with the Plans, Contract Documents and intended function.
 - 3. The CO will be present during testing of the installed works, i.e. new sewer and sanitary manholes.
 - 4. The CO will have identifiable markings (hard hat, safety vest, photo ID) on them on-site so as to be known.
- B. The amount of time required for construction administration and observation is dependent on the contractor's progress and final scope of the construction project. Based on our experience, and the schedule submitted by the Contractor, we have estimated the time required for construction administration and observation accordingly. If construction observation hours exceed the allocation above, or if the construction period extends beyond the December 1, 2018 expectation, further construction observation and administration would be provided as an additional service.



Fee for Services:

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

Additional CWSRF Funding Reporting/Compliance	\$ 5,000 Lump Sum
Additional GOSR/CDBG Funding Reporting/Compliance	\$ 7,000 Lump Sum
Additional Construction Administration Services	\$ 70,000 Lump Sum
Additional Construction Observation Services & Expenses	<u>\$ 172,000 Time & Expense</u>
TOTAL	\$ 254,000

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

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

We appreciate this opportunity to continue to provide further professional services to the City. Should you have any questions or if you would like to discuss the project, please do not hesitate to contact Roy Richardson or me.

Very truly yours,

BARTON & LOGUIDICE, D.P.C.

A handwritten signature in blue ink, appearing to read 'Donald H. Fletcher', is written over the company name.

Donald H. Fletcher, P.E.
Senior Vice President

RAR/tmr2

RESOLUTION NO.: 196 - 2018

OF

AUGUST 13, 2018

**RESOLUTION AMENDING RESOLUTION NO: 333-2017, THE 2018 BUDGET FOR
THE CITY OF NEWBURGH, NEW YORK TO TRANSFER \$80,000.00
FROM WATER FUND CONTIGENCY TO WATER DISTRIBUTION - OTHER
EXPENSES TO FUND A WATER MAIN INVESTIGATION**

WHEREAS, adjustments to the 2018 Budget are necessary to fund expenses related to the emergency investigation of a water main condition; the same being in the best interest of the City of Newburgh;

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

	<u>Decrease</u>	<u>Increase</u>
F.1900.1900 Contingency	<u>\$80,000.00</u>	
F.8330.0448 Water Distribution		
Other Services		<u>\$80,000.00</u>
TOTAL:	\$80,000.00	\$80,000.00

RESOLUTION NO.: 197-2018

OF

AUGUST 13, 2018

**A RESOLUTION AMENDING THE 2018 PERSONNEL ANALYSIS BOOK TO ADD
ONE WATER MAINTENANCE SUPERVISOR TO DISTRIBUTION
IN THE CITY OF NEWBURGH WATER DEPARTMENT**

WHEREAS, the Water Superintendent has requested to eliminate the positions of Assistant Maintenance Mechanic and Operator Trainee in the 8330 Purification division to fund the addition of one Water Maintenance Supervisor in the 8340 Distribution division to promote efficiency in the Water Department; and

WHEREAS, the proposed elimination the positions of Assistant Maintenance Mechanic and Operator Trainee in the 8330 Purification Division and the addition of one Water Maintenance Supervisor to the 8340 Distribution division of the Water Department requires the amendment of the City of Newburgh Adopted Personnel Analysis Book for 2018;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Personnel Analysis Book for 2018 be and is hereby amended to eliminate the positions of Assistant Maintenance Mechanic and Operator Trainee in the 8330 Purification division and to add one Water Maintenance Supervisor in the 8340 Distribution division in the City of Newburgh Water Department.

WATER MAINTENANCE SUPERVISOR

GENERAL STATEMENT OF DUTIES:

Directs and supervises the construction, maintenance and repair of water distribution systems, fixtures and equipment; does related work as required.

DISTINGUISHING FEATURES OF THE CLASS:

This position involves responsibility for planning, supervising and participating in the installation, repair and replacement of water mains, valves, hydrants and meters. Works basically independently under the general direction of the Superintendent of the Water Department and in accordance with established policies and standardized procedures of the trade. Supervision is exercised over motor equipment operators, maintenance men and maintenance laborers. Employees in this class must be available for emergency repairs at all times to the water distribution system.

EXAMPLES OF WORK: (Illustrative only)

Assigns, supervises and inspects the work of employees engaged in the repair, maintenance, installation and replacement of water system equipment; Directs the caulking, repair and replacement of pipes and mains; Directs the replacement of bituminous material and concrete for street openings; Directs the tapping of mains for extension of consumer water services; Directs cleaning of mains, valves, hydrants and other fixtures; Requisitions tools and equipment; Directs the investigation of complaints of water stoppages or breaks in mains; Responds to emergency repair calls.

REQUIRED KNOWLEDGES, SKILLS AND ABILITIES:

Thorough knowledge of tools, materials, equipment and terminology used in water distribution systems; good knowledge of hydraulics as related to water distribution; good knowledge of installation, repair and maintenance of water distribution fixtures; ability to plan and supervise the work of others; ability to make routine laboratory and field tests for control of plant operation; ability to understand and follow complex oral and written directions; ability to work from plans and blueprints; reliability; mental alertness; good physical condition.

ACCEPTABLE TRAINING AND EXPERIENCE:

Four years of responsible experience in the installation, maintenance and repair of a water distribution system and graduation from a standard high school, or equivalent diploma; or any equivalent combination of training and experience as described above.

SPECIAL REQUIREMENT FOR ACCEPTANCE OF APPLICATION:

Eligibility for a New York State operator's license. Possession of the license is required for appointment and throughout the employment of the incumbent.

APPENDIX A

PAGE 5

SALARY TITLES AND GRADE ALLOCATIONS (CONT'D)

TITLE	GRADE
STENOGRAPHER.....	2
SUPERVISING CASHIER	14
TRAFFIC EQUIPMENT SERVICER.....	11
TRAFFIC EQUIPMENT SUPERVISOR.....	21
TREE TRIMMER.....	15
TYPIST	1
WATER MAINTENANCE MECHANIC.....	14
WATER MAINTENANCE WORKER.....	4
WATER MAINTENANCE SUPERVISOR.....	19
WATER METER READER.....	4
WATER METER REPAIR SERVICER	4
WATER TREATMENT PLANT OPERATOR	20
WATER TREATMENT PLANT OPERATOR TRAINEE	10
WORKING SUPERVISOR.....	15
YOUTH SERVICES COORDINATOR.....	19
YOUTH SERVICES SPECIALIST	4

APPENDIX A

PAGE 5

SALARY TITLES AND GRADE ALLOCATIONS (CONT'D)

TITLE	GRADE
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WATER MAINTENANCE WORKER.....	4
WATER MAINTENANCE SUPERVISOR.....	19
WATER METER READER.....	4
WATER METER REPAIR SERVICER	4
WATER TREATMENT PLANT OPERATOR	20
WATER TREATMENT PLANT OPERATOR TRAINEE	10
WORKING SUPERVISOR.....	15
YOUTH SERVICES COORDINATOR.....	19
YOUTH SERVICES SPECIALIST	4

RESOLUTION NO.: 198 - 2018

OF

AUGUST 13, 2018

**RESOLUTION AMENDING RESOLUTION NO: 333-2017,
THE 2018 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK
TO ADJUST THE WATER FUND FOR FUNDS RECEIVED FROM
THE SALE OF A SURPLUS WATER METER**

WHEREAS, by Resolution No. 342-2017 of December 11, 2017, the City Council declared as surplus a SENSUS 6 inch OMNI C2 water meter and authorized the sale of said water meter to a water supply customer for the amount of \$5,443.61; and

WHEREAS, the sales price for the water fund has been received and allocated to miscellaneous revenue; and

WHEREAS, it is necessary to adjust the 2018 Budget to reflect the receipt of the of the water meter sale revenue; the same being in the best interest of the City of Newburgh;

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

	<u>Increase</u>
Revenue F.0000.2700 - Miscellaneous Revenue	\$5,443.61
Expense F.8310.0205 - Other Equipment	<u>\$5,443.61</u>
TOTAL:	\$5,443.61

RESOLUTION NO.: 342 - 2017

OF

DECEMBER 11, 2017

**A RESOLUTION DECLARING A SENSUS 6 INCH OMNI C2 WATER METER
AS SURPLUS AND AUTHORIZING DISPOSITION TO
A CITY OF NEWBURGH WATER SUPPLY CUSTOMER
FOR THE AMOUNT OF \$5,443.61**

WHEREAS, the City of Newburgh Water Department has reported that it is in possession of one SENSUS 6 inch OMNI C2 water meter bearing serial no. 74908396 and register ID no. 71697581 which is of no use by the City of Newburgh; and

WHEREAS, it has been determined that said water meter cannot be used by any other department but can be used to replace a meter of an existing City of Newburgh water supply customer; and

WHEREAS, selling said water meter to the existing customer for the amount of \$5,443.61 will avoid a 4-week wait for a meter directly from SENSUS and this Council has determined that disposing of the surplus meter to the is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that one SENSUS 6 inch OMNI C2 water meter bearing serial no. 74908396 and register ID no. 71697581 be and is hereby declared to be surplus and of no further use to the City of Newburgh; and

BE IT FURTHER RESOLVED, that said water meter shall be sold to a City of Newburgh water supply customer for the amount of \$5,443.61.

RESOLUTION NO.: 199 - 2018

OF

AUGUST 13, 2018

RESOLUTION AMENDING RESOLUTION NO: 333-2017,
THE 2018 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK TO TRANSFER
\$130,000.00 FROM AVAILABLE PERSONNEL SAVINGS BASED ON THE
COMPTROLLER'S ANALYSIS FROM THE WATER DEPARTMENT FUND(S)
AND AMENDING THE 2018 WATER BUDGET BY INCREASING APPROPRIATED
WATER FUND BALANCE AND PFOS LIGATION BY \$670,000 TO COVER
ANTICIPATED PFOS EXPENSES THROUGH 2018

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

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

ADJUSTMENT ENTRY

		<u>Decrease</u>	<u>Increase</u>
F.8310.0100	Salary	\$26,794.52	
F.8310.0830	ER Tax	\$ 3,881.02	
F.8310.0860	Health Insurance	\$ 2,870.20	
F.8310.0870	Life Insurance	\$ 331.84	
F.8310.0880	Eye and Dental	\$ 1,376.90	
F.8320.0830	ER Tax	\$ 640.89	
F.8320.0860	Health Insurance	\$11,508.22	
F.8320.0880	Eye and Dental	\$ 0.36	
F.8320.0891	EAP	\$ 11.98	
F.8330.0100	Salary	<u>\$82,584.07</u>	
F.1420.0448.0001	PFOS Litigation		<u>\$130,000.00</u>
	TOTAL:	\$130,000.00	\$130,000.00

AMENDMENT ENTRY

F.0000.0599.0100	Appropriated Fund Balance	\$670,000.00
F.0000.1420.0448.0001	PFOS Litigation	\$670,000.00

RESOLUTION NO.: 200 - 2018

OF

AUGUST 13, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER
INTO A CONTRACT WITH PRUDENTIAL INSURANCE COMPANY
TO PROVIDE LIFE INSURANCE COVERAGE FOR EMPLOYEES
CURRENTLY COVERED FOR A TWO YEAR RENEWAL PERIOD**

WHEREAS, the City of Newburgh provides life insurance coverage to its non-bargaining unit employees, sworn police officers and firefighters; and

WHEREAS, by Resolution No. 68-2008 of April 28, 2008, the City Council determined to consolidate life insurance coverage with one company and authorized the City Manager to enter into a contract with Prudential Insurance Company to provide coverage to those City employees as required by collective bargaining agreement and/or resolution; and

WHEREAS, by Resolution No. 50-2016 of March 14, 2016, the City Council authorized a renewal agreement with Prudential Insurance Company the renewal period beginning June 1, 2016 and ending May 31, 2018 with no increase in premium cost; and

WHEREAS, Prudential Insurance Company has provided the City with contract for the renewal period beginning June 1, 2018 and ending May 31, 2020 with no increase in premium cost; and

WHEREAS, it is in the best interests of the City of Newburgh to enter into an agreement for the renewal period with Prudential Insurance Company to provide such coverage and appropriate and necessary related services;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager is hereby authorized to enter into a contract with Prudential Insurance Company to provide life insurance coverage for the renewal period beginning June 1, 2018 and ending May 31, 2020 with no increase in premium cost.

RESOLUTION NO.: 201 - 2018

OF

AUGUST 13, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE A LEASE AGREEMENT WITH RICOH USA, INC.
FOR COPIERS IN THE POLICE DEPARTMENT, FIRE DEPARTMENT AND CODE
COMPLIANCE BUREAU AT A COST OF \$972.56 PER MONTH
FOR A PERIOD OF 36 MONTHS**

WHEREAS, the City of Newburgh's Police Department, Fire Department and Code Compliance Bureau are in need of new lease agreements for copiers to perform their statutory duties, assigned tasks and day-to-day operations; and

WHEREAS, a review of available equipment and systems has identified RICOH copiers to be the most appropriate and cost-effective alternative; and

WHEREAS, the total monthly cost of the copiers is \$972.56 and the lease period is for 36 months; and

WHEREAS, such funds are established and shall be derived from Budget Line A.1670.0400; and

WHEREAS, a copy of said Lease is attached hereto; and

WHEREAS, this Council has reviewed the Lease and determined that it is in the best interests of the City of Newburgh to enter into such Lease;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and is hereby authorized to execute a Lease in substantially the same form as annexed hereto so as to acquire RICOH copiers and related services from RICOH USA, Inc. according to the terms therein stated at the cost of \$972.56 per month for 36 months.



City of Newburgh

U.S. Communities Program Contract # 4400003732

Schedule B to Ricoh Master Pricing Agreement

Terms & Conditions to reference Ricoh Master Agreement.

Pricing Approved on December 15th, 2017

Copies Prints Developments Per Minute	Ricoh Equipment and Options	R12 VPN Number	MSRP List Price	(36) Month Monthly Cost (Excludes Lease Finance Cost)
1 22 Grand St. - Fire Department				
40	MP 4055SP	417756	\$3,675.00	
	Paper Feed Unit PB3220	417268	\$491.00	
	Internal Finisher SR3130	417589	\$380.00	
	Fax Option Type M29	417865	\$567.00	
	ESP XG-PCS-15D (120 Volt, 15 Amp)	006428MIU	\$138.00	
			\$5,251.00	\$145.86
2 55 Broadway - 1st Floor (Police)				
40	MP 4055SP	417756	\$3,675.00	
	Paper Feed Unit PB3220	417268	\$491.00	
	Internal Finisher SR3130	417589	\$380.00	
	Fax Option Type M29	417865	\$567.00	
	ESP XG-PCS-15D (120 Volt, 15 Amp)	006428MIU	\$138.00	
			\$5,251.00	\$145.86
3 55 Broadway - 2nd Floor (Police)				
B&W: 35 Color: 35	MP C3504EX	417989	\$5,907.00	
	Paper Feed Unit PB3240	408112	\$542.00	
	Internal Finisher SR3130	417589	\$380.00	
	Fax Option Type M19	417510	\$734.00	
	ESP XG-PCS-15D (120 Volt, 15 Amp)	006428MIU	\$138.00	
			\$7,701.00	\$213.92

Copies Prints Developments Per Minute	Ricoh Equipment and Options	R12 VPN Number	MSRP List Price	(36) Month Monthly Cost (Excludedes Lease Finance Cost)
4 123 Grand St. - 1st Floor				
40	MP 4055SP	417756	\$3,675.00	
	Paper Feed Unit PB3220	417268	\$491.00	
	Finisher SR3210	41783	\$708.00	
	Bridge Unit BU3070	417587	\$136.00	
	Fax Option Type M29	417865	\$567.00	
	ESP XG-PCS-15D (120 Volt, 15 Amp)	006428MIU	\$138.00	
			\$5,715.00	\$158.75

Copies Prints Developments Per Minute	Ricoh Equipment and Options	R12 VPN Number	MSRP List Price	(36) Month Monthly Cost (Excludedes Lease Finance Cost)
5 129 South Robinson Ave. - NARCO				
B&W: 35 Color: 35	MP C3504EX	417989	\$5,907.00	
	Paper Feed Unit PB3240	408112	\$542.00	
	Internal Finisher SR3130	417589	\$380.00	
	Fax Option Type M19	417510	\$734.00	
	ESP XG-PCS-15D (120 Volt, 15 Amp)	006428MIU	\$138.00	
			\$7,701.00	\$213.92

Equipment Purchase Price	(36) Month Monthly Cost (Excludedes Lease Finance Cost)
\$31,619.00	\$878.31

(48) Month Monthly Cost (Excludes Lease Finance Cost)	Ricoh Month All-Inclusive CPC Service Plan	Committed B&W Prints Per Month	Committed Monthly Per Print Cost
	(Excludes Paper)		
	B&W \$.0080	5,000	\$40.00
\$109.40			\$40.00

(48) Month Monthly Cost (Excludes Lease Finance Cost)	Ricoh Month All-Inclusive CPC Service Plan	Committed B&W Prints Per Month	Committed Monthly Per Print Cost
	(Excludes Paper)		
	B&W \$.0080	5,000	\$40.00
\$109.40			\$40.00

(48) Month Monthly Cost (Excludedes Lease Finance Cost)	Ricoth Month All-Inclusive CPC Service Plan		Committed B&W Prints Per Month	Committed Monthly Per Print Cost
	(Excludes Paper)			
	B&W	\$0.0080	5,000	\$40.00
	Color	\$0.0500		
\$160.44				\$40.00

	Ricoh Month All-Inclusive		
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(48) Month Monthly Cost (Excludes Lease Finance Cost)	Ricoh Month All-Inclusive CPC Service Plan	Committed B&W Prints Per Month	Committed Monthly Per Print Cost
	(Excludes Paper)		
	B&W \$.0080	5,000	\$40.00
\$119.06			\$40.00

(48) Month Monthly Cost (Excludes Lease Finance Cost)	Ricoh Month All-Inclusive CPC Service Plan		Committed B&W Prints Per Month	Committed Monthly Per Print Cost
	(Excludes Paper)			
	B&W	\$0.0080	5,000	\$40.00
	Color	\$0.0500	0	
\$160.44				\$40.00

(48) Month Monthly Cost (Excludes Lease Finance Cost)	Committed B&W Prints Per Month		Committed Monthly Per Print Cost
\$658.73	25,000		\$200.00



Ricoh USA, Inc.
70 Valley Stream Parkway
Malvern, PA 19355

U.S. Communities Product Schedule

Product Schedule Number: _____

Master Lease Agreement Number: _____

This U.S. Communities Product Schedule (this "Schedule") is between Ricoh USA, Inc. ("we" or "us") and _____, as customer or lessee ("Customer" or "you"). This Schedule constitutes a "Schedule," "Product Schedule," or "Order Agreement," as applicable, under the U.S. Communities Master Lease Agreement (together with any amendments, attachments and addenda thereto, the "Lease Agreement") identified above, between you and _____. All terms and conditions of the Lease Agreement are incorporated into this Schedule and made a part hereof. If we are not the lessor under the Lease Agreement, then, solely for purposes of this Schedule, we shall be deemed to be the lessor under the Lease Agreement. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Lease Agreement.

CUSTOMER INFORMATION

Customer (Bill To)				Billing Contact Name			
Product Location Address				Billing Address (if different from location address)			
City	County	State	Zip	City	County	State	Zip
Billing Contact Telephone Number			Billing Contact Facsimile Number		Billing Contact E-Mail Address		

PRODUCT/EQUIPMENT DESCRIPTION ("Product")

Qty	Product Description: Make & Model

Qty	Product Description: Make & Model

PAYMENT SCHEDULE

Minimum Term (months)	Minimum Payment (Without Tax)	Minimum Payment Billing Frequency	Advance Payment
	\$	☐ Monthly ☐ Quarterly ☐ Other: _____	☐ 1 st Payment ☐ 1 st & Last Payment ☐ Other: _____

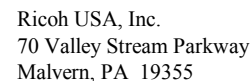
Sales Tax Exempt: ☐ YES (Attach Exemption Certificate) Customer Billing Reference Number (P.O. #, etc.) _____
Addendum(s) attached: ☐ YES (check if yes and indicate total number of pages: _____)

TERMS AND CONDITIONS

- The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date."
- You, the undersigned Customer, have applied to us to rent the above-described Product for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE**, except as otherwise expressly provided in any provision of the Lease Agreement. If we accept this Schedule, you agree to rent the above Product from us, and we agree to rent such Product to you, on all the terms hereof, including the terms and conditions of the Lease Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.**
- Additional Provisions (if any) are: _____

THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

CUSTOMER By: X _____ Authorized Signer Signature Printed Name: _____ Title: _____ Date: _____	Accepted by: RICOH USA, INC. By: _____ Authorized Signer Signature Printed Name: _____ Title: _____ Date: _____
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This ADDITIONAL EQUIPMENT/PRODUCT and/or MULTIPLE LOCATION ADDENDUM (this “Addendum”), dated as of the ____ day of _____, 20____, is to that certain agreement/product schedule no. _____ - _____ (the “Agreement”), between Ricoh USA, Inc. (“we” or us”) and _____ as customer (“Customer” or “you”).

1. The equipment/product description and location set forth in the Agreement shall refer to, and/or include, the equipment/product and locations listed below:

[illegible]

- IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute this Addendum, as of the date first written above.

Print Authorized Signer Name	Title
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Number: _____

CUSTOMER INFORMATION

Full Legal Name				
Address				
City	State	Zip	Contact	Telephone Number
Federal Tax ID Number <i>(Do Not Insert Social Security Number)</i>	Facsimile Number		E-mail Address	

This U.S. Communities Master Lease Agreement (“Lease Agreement”) has been written in clear, easy to understand English. When we use the words “you”, “your” or “Customer” in this Lease Agreement, we mean you, our customer, as indicated above. When we use the words “we”, “us” or “our” in this Lease Agreement, we mean Ricoh USA, Inc. (“Ricoh”) or, if we assign this Lease Agreement or any Schedules executed in accordance with this Lease Agreement, pursuant to Section 13 below, the Assignee (as defined below). Our corporate office is located at 70 Valley Stream Parkway, Malvern, Pennsylvania 19355.

- 1. Agreement.** This Lease Agreement is executed pursuant to the contract by and between Ricoh USA, Inc. (successor-in-interest to Ricoh Americas Corporation) and Fairfax County (the “County”) on behalf of the U.S. Communities Government Purchasing Alliance and all public agencies, non-profits and higher education entities (“Participating Public Agencies”), having a Contract ID number of 4400003732 and the contract period is from February 11, 2013 to June 30, 2019, with the option to renew for no more than three (3) years (the “Contract Period”), one year at a time, or any combination thereof (the “Contract”). Notwithstanding the foregoing, any Schedule entered into during the Contract Period shall continue in full force and effect for the entire lease term set forth in the Schedule. We agree to lease or rent, as specified in any equipment schedule executed by you and us and incorporating the terms of this Lease Agreement by reference (a “Schedule”), to you, and you agree to lease or rent, as applicable, from us, subject to the terms of this Lease Agreement and such Schedule, the personal and intangible property described in such Schedule. The personal and intangible property described on a Schedule (together with all attachments, replacements, parts, substitutions, additions, repairs, and accessories incorporated in or affixed to the property and any license or subscription rights associated with the property) will be collectively referred to as “Product.” The manufacturer of the tangible Product shall be referred to as the “Manufacturer.” To the extent the Product includes intangible property or associated services such as periodic software licenses and prepaid data base subscription rights, such intangible property shall be referred to as the “Software.”
- 2. Schedules; Delivery and Acceptance.** This Lease Agreement shall consist of the terms and conditions of the Contract and this Lease Agreement and any Schedule issued pursuant thereto. As it pertains to this Lease Agreement, the order of precedence of the component parts of the Lease Agreement shall be as follows: (a) the terms and conditions of this Lease Agreement and Schedule issued pursuant thereto, and (b) the terms and conditions of the Contract. The foregoing order of precedence shall govern the interpretation of this Lease Agreement in cases of conflict or inconsistency therein. Each Schedule that incorporates this Lease Agreement shall be governed by the terms and conditions of this Lease Agreement and the Contract, as well as by the terms and conditions set forth in such individual Schedule. Each Schedule shall constitute a complete agreement separate and distinct from this Lease Agreement and any other Schedule. In the event of a conflict between the terms of this Lease Agreement and any Schedule, the terms of such Schedule shall govern and control, but only with respect to the Product subject to such Schedule. The termination of this Lease Agreement will not affect any Schedule executed prior to the effective date of such termination. When you receive the Product and it is installed, you agree to inspect it to determine it is in good working order. Scheduled Payments (as specified in the applicable Schedule) will begin on or after the Product acceptance date (“Effective Date”). You agree to sign and return to us a delivery and acceptance certificate (which may be done electronically) within five (5) business days after any Product is installed confirming that the Product has been delivered, installed, and is in good condition and accepted for all purposes under the Lease Agreement.
- 3. Term; Payments.**
 - (a) The first scheduled Payment (as specified in the applicable Schedule) (“Payment”) will be due on the Effective Date or such later date as we may designate. The remaining Payments will be due on the same day of each

subsequent month, unless otherwise specified on the applicable Schedule. To the extent not prohibited by applicable law, if any Payment or other amount payable under any Schedule is not received within ten (10) days of its due date, you will pay to us, in addition to that Payment, a one-time late charge of 5% of the overdue Payment (but in no event greater than the maximum amount allowed by applicable law). To the extent not prohibited by applicable law, you agree to pay \$25.00 for each check returned for insufficient funds or for any other reason.

- (b) In the event that Customer terminates the Maintenance Agreement (as hereunder defined) between Customer and the Servicer relating to the Product provided hereunder due to a material breach by Servicer of its service obligations, including any Product service levels specified therein, which remained uncured for thirty (30) days following written notice of breach (in the manner expressly permitted by and in accordance with such Maintenance Agreement), Ricoh shall use reasonable efforts to assist Customer in selecting a replacement Servicer. This Section 3(b) shall not alter, restrict, diminish or waive the rights, remedies or benefits that Customer may have against Servicer under the Maintenance Agreement.
- (c) A Schedule may be terminated in whole or in part by the Customer in accordance with this Section 3(c) whenever the Customer shall determine that such a termination is in the best interest of the Customer. Any such termination shall be effected by delivery to Ricoh, at least thirty (30) working days prior to the effective date of such termination date, of a notice of termination specifying the extent to which performance shall be terminated. In the event of such termination, Customer agrees to return the Product to us in the manner required under Section 14 of this Lease Agreement and to pay to us (as compensation for loss of our bargain and not as a penalty), with respect to such terminated Product, financed Software and any Software Licenses, an amount which shall be equal to the monthly Payment for such Product, financed Software and/or Software License, as applicable, times the number of months remaining in the term of such Schedule (or any renewal of such Schedule) and/or any financing agreement with respect to the financed Software and/or Software License, plus any other amounts then due and payable under this Lease Agreement, Schedule and/or financing agreement with respect to such Product, Software and/or Software License, including, but not limited to, any lease payments and maintenance payments. Ricoh shall supply the Customer with the actual number of Payments remaining and the total amount due, and the Customer shall be relieved of all unpaid amounts for anticipated profit on unperformed services under any Maintenance Agreement (including any amount included in the monthly Payment that is attributable to maintenance, supplies, or any other service cost).
- (d) You also agree that, except (a) as set forth in Section 18 below entitled “State and Local Government Provisions” and (b) for the best interest of the Customer as set forth in Section 3(c), THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ON ANY SCHEDULE TO THIS LEASE AGREEMENT. All Payments to us are “net” and unconditional and are not subject to set off, defense, counterclaim or reduction for any reason. You agree that you will remit payments to us in the form of company checks (or personal checks in

the case of sole proprietorships), direct debit or wires only. You also agree that cash and cash equivalents are not acceptable forms of payment for this Lease Agreement or any Schedule and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us.

4. **Product Location; Use and Repair.** You will keep and use the Product only at the Product Location shown in the applicable Schedule. You will not move the Product from the location specified in the applicable Schedule or make any alterations, additions or replacements to the Product without our prior written consent, which consent will not be unreasonably withheld. At your own cost and expense, you will keep the Product eligible for any Manufacturer's certification as to maintenance and in compliance with applicable laws and in good condition, except for ordinary wear and tear. You shall engage Ricoh, its subsidiaries or affiliates, or an independent third party (the "Servicer") to provide maintenance and support services pursuant to a separate agreement for such purpose ("Maintenance Agreement"). You may make alterations, additions or replacements (collectively, "Additions") and add Software to the Product provided that such Additions and Software do not impair the value or originally intended function or purpose of the Product and is not subject to any lien or security interest in favor of any other party; provided, further, that you remove such Additions and Software at your own cost and expense at the expiration or termination of the applicable Schedule. All Additions and Software which are not removed at the expiration or termination of the applicable Schedule will become part of the Product and our property at no cost or expense to us. We may inspect the Product upon proper notice to the customer at any reasonable time during normal working hours.
5. **Taxes and Fees.** To the extent not prohibited by applicable law and unless and to the extent you are exempt and provide a valid exemption certificate to us, in addition to the payments under this Lease Agreement, you agree to pay all taxes (other than property taxes), assessments, fees and charges governmentally imposed upon our purchase, ownership, possession, leasing, renting, operation, control or use of the Product. If we are required to pay upfront sales or use tax and you opt to pay such tax over the term of the lease and not as a lump sum at lease inception, then you agree to pay us a "Sales Tax Administrative Fee" equal to 3.5% of the total tax due per year, to be included as part of the Payment. A valid sales and use tax exemption certificate must be provided to us within ninety (90) days of the first invoice to receive a credit/waiver of sales tax.
6. **Warranties.** We transfer to you, without recourse, for the term of each Schedule, any written warranties made by the Manufacturer or Software Supplier (as defined in Section 10 of this Lease Agreement) with respect to the Product leased or rented pursuant to such Schedule. YOU ACKNOWLEDGE THAT YOU HAVE SELECTED THE PRODUCT BASED ON YOUR OWN JUDGMENT AND YOU HEREBY AFFIRMATIVELY DISCLAIM RELIANCE ON ANY ORAL REPRESENTATION CONCERNING THE PRODUCT MADE TO YOU. However, if you enter into a Maintenance Agreement with Servicer with respect to any Product, no provision, clause or paragraph of this Lease Agreement shall alter, restrict, diminish or waive the rights, remedies or benefits that you may have against Servicer under such Maintenance Agreement. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The only warranties, express or implied, made to you are the warranties (if any) made by the Manufacturer and/or Servicer to you in any documents, other than this Lease Agreement, executed by and between the Manufacturer and/or Servicer and you. YOU AGREE THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE ARE NOT RESPONSIBLE FOR, AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR, ANY CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES.
7. **Loss or Damage.** You are responsible for any theft of, destruction of, or damage to the Product (collectively, "Loss") from any cause at all, whether or not insured, from the time of Product acceptance by you until it is delivered to us at the end of the term of the Schedule. You are required to make all Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, you shall be responsible to either (a) repair the Product so that it is in good condition and working order, eligible for any Manufacturer's certification, (b) pay us the amounts specified in Section 12 below, or (c) replace the Product with equipment of like age and capacity.
8. **Liability and Insurance.** You agree to maintain insurance, through self-insurance or otherwise, to cover the Product for all types of loss, including, without limitation, theft, in an amount not less than the full replacement value and you will name us as an additional insured and loss payee on your insurance policy. In

addition, you agree to maintain comprehensive public liability insurance, which, upon our request, shall be in an amount acceptable to us and shall name us as an additional insured. Such insurance will provide that we will be given thirty (30) days advance notice of any cancellation. Upon our request, you agree to provide us with evidence of such insurance in a form reasonably satisfactory to us. If you fail to maintain such insurance or to provide us with evidence of such insurance, we may (but are not obligated to) obtain insurance in such amounts and against such risks as we deem necessary to protect our interest in the Product. Such insurance obtained by us will not insure you against any claim, liability or loss related to your interest in the Product and may be cancelled by us at any time. You agree to pay us an additional amount each month to reimburse us for the insurance premium and an administrative fee, on which we or our affiliates may earn a profit. In the event of loss or damage to the Product, you agree to remain responsible for the Payment obligations under this Lease Agreement until the Payment obligations are fully satisfied.

9. **Title; Recording.** We are the owner of and will hold title to the Product (except for any Software). You will keep the Product free of all liens and encumbrances. Except as reflected on any Schedule, you agree that this Lease Agreement is a true lease. However, if any Schedule is deemed to be intended for security, you hereby grant to us a purchase money security interest in the Product covered by the applicable Schedule (including any replacements, substitutions, additions, attachments and proceeds) as security for the payment of the amounts under each Schedule. You authorize us to file a copy of this Lease Agreement and/or any Schedule as a financing statement, and you agree to promptly execute and deliver to us any financing statements covering the Product that we may reasonably require; provided, however, that you hereby authorize us to file any such financing statement without your authentication to the extent permitted by applicable law.
10. **Software or Intangibles.** To the extent that the Product includes Software, you understand and agree that we have no right, title or interest in the Software, and you will comply throughout the term of this Lease Agreement with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Effective Date; provided, however, if you do not enter into the Software License, then we may choose not to lease such Software to you under this Lease Agreement.
11. **Default.** Each of the following is a "Default" under this Lease Agreement and all Schedules: (a) you fail to pay any Payment or any other amount within thirty (30) days of its due date, (b) any representation or warranty made by you in this Lease Agreement is false or incorrect and/or you do not perform any of your other obligations under this Lease Agreement or any Schedule and/or under any other agreement with us or with any of our affiliates and this failure continues for thirty (30) days after we have notified you of it, (c) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law or a trustee, receiver or liquidator is appointed for you, any guarantor or any substantial part of your assets, (d) you or any guarantor makes an assignment for the benefit of creditors, (e) any guarantor dies, stops doing business as a going concern or transfers all or substantially all of such guarantor's assets, or (f) you stop doing business as a going concern or transfer all or substantially all of your assets.
12. **Remedies.** If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Lease Agreement and/or any or all Schedules; (b) we may require you to immediately pay to us, as compensation for loss of our bargain and not as a penalty, a sum equal to: (i) all past due Payments and all other amounts then due and payable under this Lease Agreement or any Schedule; and (ii) the present value of all unpaid Payments for the remainder of the term of each Schedule plus the present value of our anticipated value of the Product at the end of the initial term of any Schedule (or any renewal of such Schedule), each discounted at a rate equal to 3% per year to the date of default, and we may charge you interest on all amounts due us from the date of default until paid at the rate of 1.5% per month, but in no event more than the maximum rate permitted by applicable law. We agree to apply the net proceeds (as specified below in this Section) of any disposition of the Product to the amounts that you owe us; (c) we may require you to deliver the Product to us as set forth in Section 14; (d) to the extent not prohibited by applicable law, we or our representative may peacefully repossess the Product without a court order (it being agreed that we will provide you with written notice of Default prior to initiating recovery of the Product and will endeavor to contact you telephonically to schedule a convenient time to recover the Product); (e) we may exercise any and all other rights or remedies available to a lender, secured party or lessor under the Uniform Commercial Code ("UCC"), including, without limitation, those set forth in Article 2A of the UCC, and at law or in equity; (f) we may immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any

Software; (g) we may demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; (h) we may cause the Software Supplier to terminate the Software License, support and other services under the Software License, and/or (i) at our option, we may sell, re-lease, or otherwise dispose of the Product under such terms and conditions as may be acceptable to us in our discretion. If we take possession of the Product (or any Software, if applicable), we may sell or otherwise dispose of it with or without notice, at a public or private disposition, and to apply the net proceeds (after we have deducted all costs, including reasonable attorneys' fees) to the amounts that you owe us. You agree that, if notice of sale is required by law to be given, ten (10) days notice shall constitute reasonable notice. If applicable, you will remain responsible for any deficiency that is due after we have applied any such net proceeds. To the extent permitted by applicable law, in the event an action is brought to enforce or interpret this Lease Agreement, the prevailing party shall be entitled to reimbursement of all costs including, but not limited to, reasonable attorney fees and court costs incurred.

13. Ownership of Product; Assignment. YOU HAVE NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE PRODUCT OR THIS LEASE AGREEMENT OR ANY SCHEDULE WITHOUT OUR PRIOR WRITTEN CONSENT (which consent shall not be unreasonably withheld). You agree that we may sell or assign all or a portion of our interests, but not our obligations, in the Product and/or this Lease Agreement or any Schedule without notice to you even if less than all the Payments have been assigned. In the event the remit to address for Payments is changed during the term of this Lease Agreement or any Schedule, then Ricoh or the Assignee will provide notice to you. In that event, the assignee (the "Assignee") will have such rights as we assign to them but none of our obligations (we will keep those obligations) and the rights of the Assignee will not be subject to any claims, defenses or set offs that you may have against us. No assignment to an Assignee will release Ricoh from any obligations Ricoh may have to you hereunder. The Maintenance Agreement you have entered into with a Servicer will remain in full force and effect with Servicer and will not be affected by any such assignment. You acknowledge that the Assignee did not manufacture or design the Product and that you have selected the Manufacturer, Servicer and the Product based on your own judgment.

14. Renewal; Return of Product. UNLESS EITHER PARTY NOTIFIES THE OTHER IN WRITING AT LEAST THIRTY (30) DAYS, BUT NOT MORE THAN ONE HUNDRED TWENTY (120) DAYS, PRIOR TO THE EXPIRATION OF THE MINIMUM TERM OR EXTENSION OF SUCH SCHEDULE, AFTER THE MINIMUM TERM OR ANY EXTENSION OF ANY SCHEDULE TO THIS LEASE AGREEMENT, SUCH SCHEDULE WILL AUTOMATICALLY RENEW ON A MONTH-TO-MONTH BASIS; PROVIDED, HOWEVER, THAT AT ANY TIME DURING ANY MONTH-TO-MONTH RENEWAL, WE HAVE THE RIGHT, UPON THIRTY (30) DAYS NOTICE, TO DEMAND THAT THE PRODUCT BE RETURNED TO US IN ACCORDANCE WITH THE TERMS OF THIS SECTION 14. Notwithstanding the foregoing, nothing herein is intended to provide, nor shall be interpreted as providing, (a) you with a legally enforceable option to extend or renew the terms of this Lease Agreement or any Schedule, or (b) us with a legally enforceable option to compel any such extension or renewal. At the end of or upon termination of each Schedule, you shall immediately make arrangements to have the Product subject to such expired Schedule picked up by us (or our designee), in as good condition as when you received it, except for ordinary wear and tear. Ricoh (or our designee) shall bear shipping charges. You must pay additional monthly Payments at the same rate as then in effect under a Schedule, until (i) you provide notice to us prior to the expiration of the minimum term or extension of any Schedule and (ii) the Product is picked up by us or our designees and is received in good condition and working order by us or our designees. Notwithstanding anything to the contrary set forth in this Lease Agreement, the parties acknowledge and agree that we shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Products leased by us hereunder, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). If desired, you may engage Ricoh to perform Data Management Services at then-prevailing contracted rates pursuant to your Maintenance Agreement or other agreement with Ricoh. You acknowledge that you are responsible for ensuring your own compliance with legal requirements in connection with data retention and protection and that we do not provide legal advice or represent that the Products will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be your sole and exclusive responsibility.

15. Miscellaneous. It is the intent of the parties that this Lease Agreement and any Schedule shall be deemed and constitute a "finance lease" as defined under and governed by Article 2A of the UCC. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. YOU AGREE THAT THE TERMS AND CONDITIONS CONTAINED IN THE CONTRACT, THIS LEASE AGREEMENT, AND IN EACH SCHEDULE MAKE UP THE ENTIRE AGREEMENT BETWEEN US REGARDING THE LEASING OR RENTAL OF THE PRODUCT AND SUPERSEDE ALL PRIOR WRITTEN OR ORAL COMMUNICATIONS, UNDERSTANDINGS OR AGREEMENTS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER CONTAINED HEREIN, INCLUDING, WITHOUT LIMITATION, PURCHASE ORDERS. Any purchase order, or other ordering documents, will not modify or affect this Lease Agreement or any Schedule and shall serve only the purpose of identifying the equipment ordered. You authorize us to supply any missing "configure to order" number ("CTO"), other equipment identification numbers (including, without limitation, serial numbers), agreement/schedule identification numbers and/or dates in this Lease Agreement or any Schedule. You acknowledge that you have not been induced to enter into this Lease Agreement by any representation or warranty not expressly set forth in this Lease Agreement. Neither this Lease Agreement nor any Schedule is binding on us until we sign it. ANY CHANGE IN ANY OF THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT OR ANY SCHEDULE MUST BE IN WRITING AND SIGNED BY BOTH PARTIES. If we delay or fail to enforce any of its rights under this Lease Agreement with respect to any or all Schedules, we will still be able to enforce those rights at a later time. All notices shall be given in writing and sent either (a) by certified mail, return receipt requested, or recognized overnight delivery service, postage prepaid, addressed to the party receiving the notice at the address shown on the front of this Lease Agreement, or (b) by facsimile transmission, with oral confirmation, to the facsimile number shown below such party's signature on this Lease Agreement. Either party may change its address or facsimile number by giving written notice of such change to the other party. Notices shall be effective on the date received. Each of our respective rights and indemnities will survive the termination of this Lease Agreement and each Schedule. If more than one customer has signed this Lease Agreement or any Schedule, each customer agrees that its liability is joint and several. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to payments in the order of maturity, and any remaining excess will be refunded to you. We make no representation or warranty of any kind, express or implied, with respect to the legal, tax or accounting treatment of this Lease Agreement and any Schedule and you acknowledge that we are an independent contractor and not your fiduciary. You will obtain your own legal, tax and accounting advice related to this Lease Agreement or any Schedule and make your own determination of the proper accounting treatment of this Lease Agreement or any Schedule. We may receive compensation from the Manufacturer or supplier of the Product in order to enable us to reduce the cost of leasing or renting the Product to you under this Lease Agreement or any Schedule below what we otherwise would charge. If we received such compensation, the reduction in the cost of leasing or renting the Product is reflected in the Minimum Payment specified in the applicable Schedule. To the fullest extent permitted by applicable law, you authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignee and third parties having an economic interest in this Lease Agreement, any Schedule or the Product.

16. Governing Law; Jurisdiction; Waiver of Trial By Jury and Certain Rights and Remedies Under The Uniform Commercial Code. YOU AGREE THAT THIS LEASE AGREEMENT AND ANY SCHEDULE WILL BE GOVERNED UNDER THE LAW FOR THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED. YOU ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS LEASE AGREEMENT. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, THE PARTIES TO THIS LEASE AGREEMENT EACH WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER OR LESSEE BY SECTIONS 508-522 OF ARTICLE 2A OF THE UCC THAT YOU MAY HAVE AGAINST US (BUT NOT AGAINST THE

MANUFACTURER OF THE PRODUCT).TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS FOR YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ASK TO SEE IDENTIFYING DOCUMENTS.

17. **Counterparts; Facsimiles.** Each Schedule may be executed in counterparts. The counterpart which has our original signature and/or is in our possession or control shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes, including, without limitation, (a) any hearing, trial or proceeding with respect to such Schedule, and (b) any determination as to which version of such Schedule constitutes the single true original item of chattel paper under the UCC. If you sign and transmit a Schedule to us by facsimile or other electronic transmission, the facsimile or such electronic transmission of such Schedule, upon execution by us (manually or electronically, as applicable), shall be binding upon the parties. You agree that the facsimile or other electronic transmission of a Schedule containing your facsimile or other electronically transmitted signature, which is manually or electronically signed by us, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. You agree to deliver to us upon our request the counterpart of such Schedule containing your original manual signature.
18. **State and Local Government Provisions.** If the Customer is a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code, the following additional terms and conditions shall apply:
 - (a) **Essentiality.** During the term of this Lease Agreement and any Schedule, the Product will be used solely for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of your authority. You represent and warrant that the use of the Product is essential to performing such governmental or proprietary functions.
 - (b) **Non-Appropriation/Non-Substitution.** (i) If your governing body fails to appropriate sufficient monies in any fiscal period for rentals and other payments coming due under a Schedule to this Lease Agreement in the next succeeding fiscal period for any equipment which will perform services and functions which in whole or in part are essentially the same services and functions performed by the Product covered by any such Schedule, then a "Non-Appropriation" shall be deemed to have occurred. (ii) If a Non-Appropriation occurs, then: (A) you must give us immediate notice of such Non-Appropriation and provide written notice of such failure by your governing body at least sixty (60) days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriation, (B) no later than the last day of the fiscal year for which appropriations were made for the rental due under any Schedule to this Lease Agreement (the "Return Date"), you shall make available to us (or our designee) all, but not less than all, of the Product covered by such Schedule to this Lease Agreement, at your sole expense, in accordance with the terms hereof; and (C) any Schedule to this Lease

Agreement shall terminate on the Return Date without penalty or expense to you and you shall not be obligated to pay the rentals beyond such fiscal year, provided that (x) you shall pay any and all rentals and other payments due up through the end of the last day of the fiscal year for which appropriations were made and (y) you shall pay month-to-month rent at the rate set forth in any such Schedule for each month or part thereof that you fail to make available to us (or our designee) the Product as required herein. (iii) Upon any such Non-Appropriation, upon our request, you will provide an opinion of independent counsel or other legally designated authority (who shall be reasonably acceptable to us), in form reasonably acceptable to us, confirming the Non-Appropriation and providing reasonably sufficient proof of such Non-Appropriation.

- (c) **Funding Intent.** You represent and warrant to us that you presently intend to continue this Lease Agreement and any Schedule hereto for the entire term of such Schedule and to pay all rentals relating to such Schedule and to do all things lawfully within your power to obtain and maintain funds from which the rentals and all other payments owing under such Schedule may be made. The parties acknowledge that appropriation for rentals is a governmental function to which you cannot contractually commit yourself in advance and this Lease Agreement shall not constitute such a commitment. To the extent permitted by law, the person or entity in charge of preparing your budget will include in the budget request for each fiscal year during the term of each Schedule, respectively, to this Lease Agreement an amount equal to the rentals (to be used for such rentals) to become due in such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all rentals coming due during such fiscal year.
- (d) **Authority and Authorization.** (i) You represent and warrant to us that: (A) you are a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code; (B) you have the power and authority to enter into this Lease Agreement and all Schedules to this Lease Agreement; (C) this Lease Agreement and all Schedules to this Lease Agreement have been duly authorized, executed and delivered by you and constitute valid, legal and binding agreement(s) enforceable against you in accordance with their terms; and (D) no further approval, consent or withholding of objections is required from any governmental authority with respect to this Lease Agreement or any Schedule to this Lease Agreement. (ii) If and to the extent required by us, you agree to provide us with an opinion of independent counsel or other legally designated authority (who shall be reasonably acceptable to us) confirming the foregoing and other related matters, in form and substance acceptable to us. (iii) You agree to take all required actions and to file all necessary forms, including IRS Forms 8038-G or 8038-GC, as applicable, to preserve the tax exempt status of this Lease Agreement and all Schedules thereto. (iv) You agree to provide us with any other documents that we may reasonably request in connection with the foregoing and this Lease Agreement.
- (e) **Assignment.** You agree to acknowledge any assignment to the Assignee in writing, if so requested, and, if applicable, to keep a complete and accurate record of all such assignments in a manner that complies with Section 149(a) of the Internal Revenue Code and the regulations promulgated thereunder.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the dates set forth below.

THE PERSON SIGNING THIS LEASE AGREEMENT ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

CUSTOMER By: X _____ <i>Authorized Signer Signature</i> Printed Name: _____ Title: _____ Date: _____ Facsimile Number: _____	Accepted by: RICOH USA, INC. By: _____ <i>Authorized Signer Signature</i> Printed Name: _____ Title: _____ Date: _____ Facsimile Number: _____
---	--



U.S. COMMUNITIES
EQUIPMENT SALE AND MAINTENANCE AGREEMENT
(EQUIPMENT SALES, BREAK-FIX SERVICES)

CUSTOMER INFORMATION					
Legal Name					
Bill To Address					
City		State		Zip Code	

This Equipment Sale and Maintenance Agreement (“Maintenance Agreement”) sets forth the terms pursuant to which Customer may acquire equipment, software, and/or hardware products and maintenance services identified on an Order (defined below) from Ricoh USA, Inc. (“Ricoh”). This Maintenance Agreement is executed pursuant to the contract by and between Ricoh USA, Inc. (successor-in-interest to Ricoh Americas Corporation) and Fairfax County (the “County”) on behalf of the U.S. Communities Government Purchasing Alliance and all public agencies, non-profits and higher education entities (“Participating Public Agencies”), having a Contract ID number of 4400003732 and the contract period is from February 11, 2013 to June 30, 2019, with the option to renew for no more than three (3) years (the “Contract Period”), one year at a time, or any combination thereof (the “Contract”). Notwithstanding the foregoing, any Maintenance Agreement and Order entered into during the Contract Period shall continue in full force and effect for the entire term set forth in the Order. To the extent that Customer purchases or leases Equipment from Ricoh under the Contract and also desires for Ricoh to provide maintenance services for such Equipment under the order (the “Order”), then the terms and conditions of this Maintenance Agreement shall apply. This Maintenance Agreement shall consist of the terms and conditions of the Contract and this Maintenance Agreement. As it pertains to this Maintenance Agreement, the order of precedence of the component parts of the Maintenance Agreement shall be as follows: (a) the terms and conditions of this Maintenance Agreement and (b) the terms and conditions of the Contract. The foregoing order of precedence shall govern the interpretation of this Maintenance Agreement in cases of conflict or inconsistency therein.

1. MAINTENANCE SERVICES COVERAGE. Ricoh shall provide to Customer maintenance services under an Order, during Ricoh business hours, 8:00am to 5:00pm Monday through Friday excluding holidays ((i) New Year’s Day; (ii) Memorial Day; (iii) 4th of July; (iv) Labor Day; (v) Thanksgiving; (vi) Day after Thanksgiving; and (vii) Christmas Day) (“Normal Business Hours”), as follows (collectively, the “Maintenance Services”):

(a) During the term of the Order, Ricoh will provide the Maintenance Services necessary to keep the covered Equipment in, or restore the covered Equipment to, good working order. Maintenance Services will include lubrication, cleaning, adjustments and replacement of maintenance parts deemed necessary by Ricoh due to normal usage (other than consumable parts). In the event the Equipment becomes unserviceable as a result of normal usage, replacement parts will be furnished and installed on an exchange basis and will be new OEM; provided, however, if such OEM part is not available and in order to restore the functionality of the Equipment, Ricoh shall be permitted to use a reconditioned or used part until such time as the new OEM part becomes available and is installed in the Equipment. All parts removed due to replacement will become the property of Ricoh. The provision of Maintenance Services does not assure uninterrupted operation of the covered Equipment.

(b) If available, Maintenance Services requested and performed outside Normal Business Hours will be charged to Customer at applicable time and material rates set forth in the Contract.

(c) The Maintenance Services provided by Ricoh will not include the following: (i) Repairs resulting from misuse (including without limitation to improper voltage or the use of supplies that do not conform to Ricoh's specifications); (ii) Repairs made necessary by service performed by persons other than authorized Ricoh representatives; (iii) Replacement of consumable parts which are consumed in normal Equipment operation, unless specifically included in the Order; (iv) Removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Equipment; (v) Unless

otherwise agreed, consumable supplies such as toner, developer, paper or supplies that are consumed in the normal operation of the Equipment; (vi) Repairs and/or service calls resulting from attachments or accessories not acquired from Ricoh; (vii) Any Software, system support or related connectivity unless otherwise agreed in the Order; (viii) Electrical work external to the Equipment, including problems resulting from overloaded or improper circuits; (ix) Charges for installation of the Equipment or de-installation and/or movement of the Equipment from one location to another; or (x) Repair of damage or increase in service time caused by: accident, disaster (which shall include but not be limited to fire, flood, water, wind and lightning), transportation, neglect, power transients, abuse or misuse, failure of the Customer to follow Ricoh's published operating instructions, and unauthorized modifications or repair of Equipment by persons other than authorized representatives of Ricoh.

(d) In the absence of a separate maintenance agreement for any software, if Ricoh is engaged to provide software support under an Order, during Normal Business Hours, Ricoh will provide advice by telephone, email or via the Ricoh or developer's website following receipt of a request from Customer to diagnose faults in the software and advice to rectify such faults. Such support may be provided remotely.

(e) Damage to the Equipment or its parts arising out of, or other causes beyond, the control of Ricoh are not covered by an Order and may subject Customer to a surcharge or to cancellation of the Maintenance Services by Ricoh. In addition, Ricoh may terminate an Order if the Equipment is modified, damaged, altered or serviced by personnel other than those employed by Ricoh or are authorized by Ricoh to provide service and maintenance for the Equipment.

(f) Service necessitated as a result of inadequate key operator involvement, operator caused damage, lack of recommended service, or use of inadequate or incompatible supplies may result in service being rendered on a time-and-material basis in addition to the Maintenance Charges (as defined in Section 5).

2. MAINTENANCE SERVICE CALLS. Maintenance service calls under an Order will be made during Normal Business Hours at the installation address shown on the Order. Travel and labor-time for the service calls after Normal Business Hours, on weekends and on holidays, if and when available, will be charged at overtime rates in effect at the time the service call is made. Ricoh representatives will not handle, disconnect or repair unauthorized attachments or components. Customer is responsible for disconnecting and re-connecting unauthorized attachments or components. Customer hereby indemnifies and holds Ricoh and its employees and representatives harmless for claims for damages to any unauthorized parts, components or accessories resulting from service performed on Equipment covered by an Order.

3. RECONDITIONING. Rebuilding, reconditioning or major overhauls necessitated by usage not in accordance with manufacturer's published specifications, which shall be provided upon Customer's request, are not covered by an Order. In addition, if Ricoh determines that a reconditioning is necessary as a result of normal wear and tear of materials and age factors caused by normal usage in order to keep the Equipment in working condition, Ricoh will submit to Customer an estimate of the needed repairs and the cost for such repairs (which costs will be in addition to the charges payable under this Maintenance Agreement). If the Customer does not authorize such reconditioning, Ricoh may, at its option: (a) discontinue service of the Equipment under an Order and refund any unused portion of the Maintenance Charges, or (b) refuse to renew an Order upon its expiration. After any such termination, Ricoh will make service available on a "Time and Material Rate" basis at Ricoh's then prevailing rates at the time of service.

4. TERM. Each Order shall become effective on the delivery and Customer acceptance of the Equipment and/or solution and shall continue for the term specified therein (the "Initial Term") so long as no ongoing default exists on Customer's part. At the expiration of the Initial Term or any renewal term, unless Customer provides written notice of its intention not to renew within thirty (30) days of the expiration of the Initial Term or any renewal term, the Order shall automatically renew on a month-to-month basis. In addition to any other rights or remedies which either party may have under this Maintenance Agreement or at law or equity, either party shall have the right to cancel the Services provided under this Maintenance Agreement immediately: (i) if the other party fails to pay any fees or charges or any other payments required under this Maintenance Agreement when due and payable, and

such failure continues for a period of thirty (30) days after being notified in writing of such failure; or (ii) if the other party fails to perform or observe any other material covenant or condition of this Maintenance Agreement, and such failure or breach shall continue un-remedied for a period of thirty (30) days after such party is notified in writing of such failure or breach.

5. MAINTENANCE CHARGES.

(a) Maintenance service charges ("Maintenance Charges") will be payable by the Customer in accordance with the terms set forth in the Order.

(b) Customer acknowledges and agrees that: (i) the transfer of the Equipment from the location indicated on the face hereof may result in an increase of Maintenance Charges or the termination of an Order; (ii) if an Order includes toner, toner usage is based on manufacturer supply consumption rates. Ricoh will determine and deliver supplies in accordance with agreed upon usage. Consumption of covered supply products varying significantly from expected usage may result in additional charges for supplies, or as otherwise agreed to by the parties. Maintenance Charges are based on standard 8.5x11 images. Ricoh reserves the right to assess additional images charges for non-standard images, including 11x17 images.

6. USE OF RICOH RECOMMENDED SUPPLIES. Ricoh products are designed to give excellent performance with Ricoh recommended supplies, including paper, developer, toner, and fuser oil. If the Customer uses other than Ricoh recommended supplies, and if such supplies are defective or not acceptable for use with the Equipment and cause abnormally frequent service calls or service problems, then Ricoh may, at its option, assess a surcharge or terminate an Order. If so terminated, Customer will be offered service on a time and materials basis at Ricoh's then prevailing rates. It is not a condition of an Order that the Customer use only Ricoh brand supplies.

7. METER READINGS. As part of its Services, Ricoh may, at its discretion and dependent upon device capabilities, provide remote meter reading and equipment monitoring services using its @Remote solution. If @Remote is not selected by the Customer, Customer shall be responsible and agrees to provide Ricoh true and accurate meter readings monthly and in any reasonable manner requested by Ricoh. If accurate meter readings are not provided, Ricoh reserves the right to estimate the meter readings from previous meter readings.

8. CUSTOMER OBLIGATIONS. Customer agrees to provide a proper place for the use of the Equipment, including electric service as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by Ricoh representatives in connection with the maintenance of the Equipment hereunder within a reasonable distance of the Equipment. Customer agrees to provide "360 degree" service access to the Equipment, subject to Customer's usual security procedures. Customer will provide a key operator for the Equipment and will make operators available for instruction in use and care of the Equipment. All supplies for use with the Equipment will be provided by the Customer and will meet manufacturer specifications. It is the responsibility of the Customer to have the supplies available "on site" for servicing. Customer agrees that any systems utilizing similar supplies must be covered under similar inclusive maintenance programs. If any software, system support or related connectivity services are included as part of the Order as determined by Ricoh, Ricoh shall provide any such services at Customer's location set forth in the Order as applicable, or on a remote basis. Customer shall provide Ricoh with such access to Customer's facilities, networks and systems as may be reasonably necessary for Ricoh to perform such services.

9. WARRANTY DISCLAIMER. OTHER THAN THE OBLIGATIONS SET FORTH EXPRESSLY IN THIS MAINTENANCE AGREEMENT, RICOH DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. RICOH SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF USE OF THE EQUIPMENT. RICOH'S TOTAL AGGREGATE LIABILITY TO CUSTOMER UNDER THE MAINTENANCE AGREEMENT, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE FEES PAID TO RICOH IN CONNECTION WITH THE

MAINTENANCE SERVICES.

10. SERVICE LEVELS.

(a) Response Time. Ricoh will provide a one hour (1) phone response to service calls measured from receipt of the Customer's call. Ricoh service technicians will meet a four (4) business hour response time for all Customer service calls located within a major metropolitan area and eight (8) hour average response time for all Customer service calls located fifty (50) miles or greater from a Ricoh service center. Response time is measured in aggregate for all Equipment covered by the Order.

(b) Uptime. Ricoh will service the Equipment provided under an Order to be operational with a quarterly uptime average of 95% (based on manufacturer's performance standards and an 8-hour day, during Normal Business Hours), excluding preventative and interim maintenance time. Downtime will begin at the time Customer places a service call to Ricoh. Customer agrees to make the Equipment available to Ricoh for scheduled preventative and interim maintenance. Customer further agrees to give Ricoh advance notice of any critical and specific uptime needs Customer may have so that Ricoh can schedule with Customer interim and preventative maintenance in advance of such needs.

(c) Replacement of Equipment. Should a unit of Equipment or an accessory not be able to be maintained in conformance with manufacturer's specifications, Ricoh shall, at its own expense, replace such Equipment with another unit of the same product designation as that Equipment and Ricoh shall bear all installation, transportation, removal and rigging charges in connection with the installation of such replacement unit; provided, however that (a) the replacement unit may be a reconditioned or otherwise used unit rather than a new unit; and (b) if a replacement unit of the same product designation as the unit of Equipment it replaces is not available, the replacement unit may be a product of substantially similar or greater capabilities.

11. DATA MANAGEMENT SERVICES. The parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Equipment serviced and maintained by Ricoh, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). If desired, Customer may engage Ricoh to perform Data Management Services at then-prevailing Contract rates. Customer acknowledges that Customer is responsible for ensuring its own compliance with legal requirements in connection with data retention and protection and that Ricoh does not provide legal advice or represent that the Equipment and Services will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be the sole and exclusive responsibility of Customer. If desired, Customer may engage Ricoh to perform the following Data Management Services, and the parties shall enter into a written work order setting the details of any such engagement:

- **Hard Drive Surrender Service.** Under this option, a Ricoh service technician can remove the hard drive from the applicable equipment (set forth on a work order) and provide Customer with custody of the hard drive before the equipment is removed from the Customer's location, moved to another department or any other disposition of the equipment. The cost for the Hard Drive Surrender Services shall be as set forth in the Contract.
- **DataOverwriteSecurity System (DOSS).** DOSS is a Ricoh product designed to overwrite the sector of the hard drive used for data processing to prevent recovery. Additionally, DOSS also offers the option of overwriting the entire hard drive up to nine (9) times.

12. PURCHASES OF EQUIPMENT FOR CASH. In the event that Customer desires to purchase equipment or products from Ricoh from time to time, it may do so by issuing a Purchase Order/Sales Order to Ricoh for that purpose. In connection with any equipment purchase from Ricoh, Ricoh shall transfer to Customer any equipment warranties made by the equipment manufacturer, to the extent transferable and without recourse. Customer agrees to confirm delivery and acceptance of all equipment purchased under this Agreement within ten (10) business days after any equipment is delivered and installed (if installation has been agreed to by the parties) by signing a delivery and acceptance certificate

(in a form to be provided by Ricoh) or written delivery acknowledgement. Ricoh reserves the right to make equipment deliveries in installments. All claims for damaged equipment shall be deemed waived unless made in writing, delivered to Ricoh within ten (10) business days after delivery of equipment to Customer; provided, however, Ricoh shall not be responsible for damage to equipment caused by the Customer, its employees, agents or contractors. Ricoh warrants to Customer that at the time of delivery and for a period of ninety (90) days thereafter the Ricoh-manufactured equipment will be free from any defects in material and workmanship; provided, however, the foregoing warranty shall not apply in the event (i) the Ricoh-manufactured equipment is installed, wired, modified, altered, moved or serviced by anyone other than Ricoh, (ii) the Ricoh-manufactured equipment is installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications, (iii) a defective or improper non-Ricoh accessory or supply or part is attached to or used in the Ricoh-manufactured equipment. Except to the extent of any applicable and validated exemption, Customer agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of the equipment purchased hereunder, other than income taxes of Ricoh.

13. MISCELLANEOUS. This Maintenance Agreement shall be governed by the laws of the State where the Customer's principal place of business or residence is located both as to interpretation and performance, without regard to its choice of law requirements. This Maintenance Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original. In order to expedite the ordering and delivery process, and for the convenience of the Customer, this Maintenance Agreement establishes the terms and conditions between the parties governing all services. Any documents issued by Customer to procure services at any time for any reason, even if they do not expressly reference or incorporate this Maintenance Agreement, will not modify or affect this Maintenance Agreement notwithstanding the inclusion of any additional or different terms or conditions in any such ordering document and shall serve only the purpose of identifying the services ordered and shall be subject to the terms and conditions of this Maintenance Agreement.

IN WITNESS WHEREOF, the parties have executed this Maintenance Agreement as of the date first written above.

CUSTOMER

By: _____
Name: _____
Title: _____
Date: _____

RICOH USA, INC.

By: _____
Name: _____
Title: _____
Date: _____



ORDER AGREEMENT

Sale Type :LEASE

Master Maintenance and Sale Agreement Date:	NEW	Sale Type :	LEASE
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BILL TO INFORMATION			
Customer Legal Name: CITY OF NEWBURGH			
Address Line 1: 83 BROADWAY FL 2		Contact:	
Address Line 2:		Phone:	
City: NEWBURGH		E-mail:	
ST / Zip: NY/12550-5617	County: ORANGE	Fax:	

ADDITIONAL ORDER INFORMATION	
Check All That Apply:	
☐ Sales Tax Exempt (Attach Valid Exemption Certificate)	☐ Fixed Service Charge ☐ Add to Existing Service Contract # _____
☐ PO Included PO# _____	☐ PS Service (Subject to and governed by separate Statement of Work)
☐ Syndication	☐ IT Service (Subject to and governed by separate Statement of Work)

This is an Order made pursuant to the terms and conditions of the above referenced Master Agreement(s) between Customer and Ricoh USA, Inc. The signature below indicates that the customer accepts all terms and conditions of the applicable Master Agreement(s) for this sale, including by not limited to the terms set forth in the Master Agreement(s) and any Exhibit A thereto, all of which are incorporated herein by reference and made part of this Order. Each party agrees that electronic signatures of the parties on this Order will have the same force and effect as manual signature. Ricoh may accept this Order by either its signature or by commencing performance (e.g. Product delivery, initiating Services, etc.).

SERVICE INFORMATION		
Service Term (Months)	Base Billing Frequency	Overage Billing Frequency
36 Months	MONTHLY	QUARTERLY

SHIP TO INFORMATION			
Customer Name: NEWBURGH CITY OF			
Address Line 1: 123 GRAND ST		Contact:	Crispino,Nicholas
Address Line 2:		Phone:	(845) 569-7326
City: NEWBURGH		E-mail:	OSC.Default@Ricoh-USA.Com
ST / Zip: NY/12550-4678	County: ORANGE	Fax:	

PRODUCT INFORMATION							
Product Description	Qty	Service Type	B/W Allowance (Per Base Billing Frequency)	B/W Ovg	Color Allowance (Per Base Billing Frequency)	Color Ovg	Service Base (Per Base Billing Frequency)
RICOH MP4055SP BRANDING SET	1	Gold	5,000	\$0.0068	N/A	N/A	\$34.00

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION	
BASIC CONNECTIVITY / PS / IT Services Description	Quantity
TS NETWORK & SCAN CONNECT - SEG 3	1



SHIP TO INFORMATION

Customer Name: NEWBURGH CITY OF			
Address Line 1: 22 GRAND ST		Contact:	Crispino,Nicholas
Address Line 2:		Phone:	(845) 569-7326
City: NEWBURGH		E-mail:	OSC.Default@Ricoh-USA.Com
ST / Zip: NY/12550-5626	County: ORANGE	Fax:	

PRODUCT INFORMATION

Product Description	Qty	Service Type	B/W Allowance (Per Base Billing Frequency)	B/W Ovg	Color Allowance (Per Base Billing Frequency)	Color Ovg	Service Base (Per Base Billing Frequency)
RICOH MP4055SP BRANDING SET	1	Gold	5,000	\$0.0068	N/A	N/A	\$34.00

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION

BASIC CONNECTIVITY / PS / IT Services Description	Quantity
TS NETWORK & SCAN CONNECT - SEG 3	1

SHIP TO INFORMATION

Customer Name: NEWBURGH CITY OF			
Address Line 1: 55 BROADWAY		Contact:	Crispino,Nicholas
Address Line 2:		Phone:	(845) 569-7326
City: NEWBURGH		E-mail:	OSC.Default@Ricoh-USA.Com
ST / Zip: NY/12550-5613	County: ORANGE	Fax:	

PRODUCT INFORMATION

Product Description	Qty	Service Type	B/W Allowance (Per Base Billing Frequency)	B/W Ovg	Color Allowance (Per Base Billing Frequency)	Color Ovg	Service Base (Per Base Billing Frequency)
RICOH MP4055SP BRANDING SET	1	Gold	5,000	\$0.0068	N/A	N/A	\$34.00
RICOH MPC3504EX BRANDING SET	1	Gold	5,000	\$0.0080	0	\$0.0500	\$40.00

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION

BASIC CONNECTIVITY / PS / IT Services Description	Quantity
TS NETWORK & SCAN CONNECT - SEG 3	1
TS NETWORK & SCAN CONNECT - SEG BC3	1



SHIP TO INFORMATION

Customer Name: NEWBURGH CITY OF			
Address Line 1: 129 S ROBINSON AVE		Contact:	Crispino,Nicholas
Address Line 2:		Phone:	(845) 569-7326
City: NEWBURGH		E-mail:	OSC.Default@Ricoh-USA.Com
ST / Zip: NY/12550-5821	County: ORANGE	Fax:	

PRODUCT INFORMATION

Product Description	Qty	Service Type	B/W Allowance (Per Base Billing Frequency)	B/W Ovg	Color Allowance (Per Base Billing Frequency)	Color Ovg	Service Base (Per Base Billing Frequency)
RICOH MPC3504EX BRANDING SET	1	Gold	5,000	\$0.0080	0	\$0.0500	\$40.00

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION

BASIC CONNECTIVITY / PS / IT Services Description	Quantity
TS NETWORK & SCAN CONNECT - SEG BC3	1

ORDER TOTALS

Service Type Offerings:	Product Total:	
Gold: Includes all supplies and staples. Excludes paper.	BASIC CONNECTIVITY / PS / IT Services:	
Silver: Includes all supplies. Excludes paper and staples.	Buyout:	
Bronze: Parts and labor only. Excludes paper, staples and supplies.	Grand Total: (Excludes Tax)	
Additional Provisions:		
Per US Communities Contract 4400003732		

Accepted by Customer	Accepted: Ricoh USA, Inc.
Authorized Signature: _____	Authorized Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____



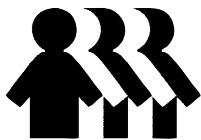
RESOLUTION NO.: 202 - 2018

OF

AUGUST 13, 2018

**A RESOLUTION ESTABLISHING A STANDARD WORK DAY
FOR ELECTED AND APPOINTED OFFICIALS WHICH WILL BE REPORTED
TO THE NEW YORK STATE AND LOCAL EMPLOYEES' RETIREMENT SYSTEM**

BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City of Newburgh hereby establishes the following as standard work days for elected and appointed officials and will report the following days worked on the attached Schedule A to the New York State and Local Employees' Retirement System based on the record of activities maintained and submitted by these officials to the clerk of this body.



Office of the New York State Comptroller
New York State and Local Retirement System
Employees' Retirement System
Police and Fire Retirement System
110 State Street, Albany, New York 12244-0001

Standard Work Day and Reporting Resolution for Elected and Appointed Officials

RS 2417-A

(Rev. 8/15)

BE IT RESOLVED, that the _____ / _____ hereby establishes the following standard work days for these titles and
(Name of Employer) (Location Code)

will report the officials to the New York State and Local Retirement System based on their record of activities:

Title	Standard Work Day (Hrs/day) Min. 6 hrs Max. 8 hrs	Name (First and Last)	Social Security Number (Last 4 digits)	Registration Number	Tier 1 (Check only if member is in Tier 1)	Current Term Begin & End Dates (mm/dd/yy-mm/dd/yy)	Record of Activities Result*	Not Submitted (Check only if official did not submit their Record of Activities)
Elected Officials								
					☐			☐
					☐			☐
					☐			☐
Appointed Officials								
					☐			☐
					☐			☐
					☐			☐

SEE INSTRUCTIONS FOR COMPLETING FORM ON REVERSE SIDE

I, _____, secretary/clerk of the governing board of the _____, of the State of New York,
(Name of secretary or clerk) (Circle one) (Name of Employer)
do hereby certify that I have compared the foregoing with the original resolution passed by such board at a legally convened meeting held on the _____ day of _____, 20____ on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the _____ on this ____ day
of _____, 20____, _____
(Signature of the secretary or clerk) (Name of Employer)

Affidavit of Posting: I, _____, being duly sworn, deposes and says that the posting of the
(Name of secretary or clerk)
Resolution began on _____ and continued for at least 30 days. That the Resolution was available to the public on the
(Date)

- ☐ Employer's website at _____
☐ Official sign board at _____
☐ Main entrance secretary or clerk's office at _____

(seal)

Instructions for completing the Standard Work Day and Reporting Resolution

A.	B.	C.	D.	E.	F.	G.	H.	I.
<i>Title</i>	<i>Standard Work Day</i> <i>(Hrs/day)</i> <i>Min. 6 hrs</i> <i>Max. 8 hrs</i>	<i>Name</i> <i>(First and Last)</i>	<i>Social Security Number</i> <i>(Last 4 digits)</i>	<i>Registration Number</i>	<i>Tier 1</i> <i>(Check only if member is in Tier 1)</i>	<i>Current Term Begin & End Dates</i> <i>(mm/dd/yy-mm/dd/yy)</i>	<i>Record of Activities Result*</i>	<i>Not Submitted</i> <i>(Check only if official did not submit their Record of Activities)</i>
Elected Officials								
Highway Superintendent	8.00	John Smith	0000	0101010-1		1/1/2010-12/31/2013	32.79	
Receiver of Taxes	6.00	Michelle Jones	1111	0202020-2	X	1/1/2010-12/31/2014	NA	
Town Justice	6.25	Michael Hall	2222	0303030-3		1/1/2010-12/31/2011		X
Appointed Officials								
Planning Board Member	7.00	Joseph Gray	3333	0404040-4		1/1/2010-12/31/2010	17.54	

- A. Title:** All paid elected and appointed officials (who are active members of the Retirement System) and are not paid hourly and do not participate in a employer's time keeping system that consists of a daily record of actual time worked and time charged to accruals must be listed. For the purpose of the regulation, an "appointed official" is someone who is appointed by an elected official, an appointed official or governing board. They hold an office in an organization or government and participate in the exercise of authority. This also includes appointees of elected and appointed officials such as deputies, assistants or confidential secretaries.
- B. Standard Work Day:** The minimum number of hours that can be established for a standard work day (SWD) is **six**, while the maximum is **eight**. A SWD is the denominator to be used for the days worked calculation; it is not necessarily always the number of hours a person works. For example, if a board member only attends one three-hour board meeting per month, you must still establish a SWD between six and eight hours as the denominator for their record of activities (ROA) calculation.
- C. Name:** The official's complete first and last name must be included for identification purposes.
- D. Social Security Number:** The last four digits of the official's Social Security Number must be included for identification purposes. For security purposes, the last four digits of the Social Security Number can be omitted from the publicly posted version.
- E. Registration Number:** The official's Registration Number must be included for identification purposes. For security purposes, the Registration Number can be omitted from the publicly posted version.
- F. Tier 1:** If the official is a Tier 1 member, this box should be checked. Tier 1 members are not required to keep a ROA.
- G. Current Term Begin & End Dates:** All officials listed on the Resolution must have a specified Term End date. Leaving this column blank or listing 'Tenure/At Pleasure' is not acceptable. If the official does not have a designated term, the current term for the official who appointed them to the position should be used. If they are appointed by the governing board, the chairman of the board's term should be used.
- H. Record of Activities Result*:** This column must be left blank if an official does not submit their required sample three-month ROA. To determine the average number of days worked per month, you must divide the total number of hours documented on the three-month ROA by three months to get a one-month average number of hours worked. Then, the one-month average number of hours worked must be divided by the SWD to get the average number of days worked per month.
- I. Not Submitted:** This column must be checked if an official has not submitted the required sample three-month ROA within the 150 day requirement, regardless of whether they are being reported by another employer for the same period. If the Retirement System receives such a Resolution, it will contact the official to notify them of the consequences of not submitting the ROA.

Once passed, the Resolution must be posted on your public website for a minimum of 30 days or, if a website isn't available to the public, on the official sign-board or at the main entrance to the clerk's office. A certified copy of the Resolution and Affidavit of Posting must be filed with the Office of the State Comptroller within 45 days of the adoption. The Resolution and Affidavit can be submitted online via the Elected and Appointed Officials Reporting (EAOR) program.

*To determine the number of days worked to include on the monthly report for the various payroll frequencies, please refer to the Calculating Days Worked instructions available in the 'Reporting Elected & Appointed Officials' section of our website: http://www.osc.state.ny.us/retire/employers/elected_appointed_officials/index.php



Office of the New York State Comptroller
New York State and Local Retirement System
Employees' Retirement System
Police and Fire Retirement System
110 State Street, Albany, New York 12244-0001

Standard Work Day and Reporting Resolution for Elected and Appointed Officials Continuation Form RS 2417-B

(Rev. 8/15)

Title	Standard Work Day (Hrs/day) Min. 6 hrs, Max. 8 hrs	Name (First & Last)	Social Security Number (Last 4 digits)	Registration Number	Tier 1 (Check only if member is in Tier 1)	Current Term Begin & End Dates (mm/dd/yy-mm/dd/yy)	Record of Activities Result*	Not Submitted (Check only if official did not submit their Record of Activities)
Elected Officials								
					☐			☐
					☐			☐
					☐			☐
					☐			☐
					☐			☐
					☐			☐
					☐			☐
					☐			☐
					☐			☐
					☐			☐
					☐			☐
					☐			☐
Appointed Officials								
					☐			☐
					☐			☐
					☐			☐
					☐			☐
					☐			☐
					☐			☐
					☐			☐
					☐			☐
					☐			☐
					☐			☐
					☐			☐
					☐			☐

A Step-by-Step Guide for Appointed/Elected Officials

Regulation 315.4 outlines additional reporting requirements for elected or appointed officials and more clearly defines the process for reporting time worked by those officials. The regulation became effective August 12, 2009.

Whether you are an elected or appointed official, member of a governing board or secretary or clerk, we think you'll find this step-by-step guide a helpful resource.

Responsible Party	Responsibility	Deadlines & Details
Elected or Appointed Official*	Keeps three-month record of work activities.	Starts record when term or appointment begins. Record must be complete within 150 days of taking office.
Elected or Appointed Official*	Submits record to secretary or clerk of the governing board.	Record must be submitted within 180 days of taking office.
Governing Board	Adopts the Standard Work Day and Reporting Resolution.**	At first regular meeting held after 180 days of term's beginning.
Governing Board	Posts resolution on the employer's website or, if no website is available to the public, on the official sign-board or at the main entrance to the clerk's office or similar office.	Resolution must be posted for a minimum of 30 days.
Secretary or Clerk	Files a certified copy of the resolution and affidavit of posting with the Office of the State Comptroller.	Certified copy and affidavit of posting must be filed within 45 days of resolution's adoption.
Secretary or Clerk	Retains records of work activities for 10 years.	
Secretary or Clerk	Provides complete copies to the Comptroller upon his or her request.	

* Elected and appointed officials are required to keep a record of work activities if:

- They are members of the Retirement System and
- They do not participate in an employer's time keeping system that shows hours worked. (This includes systems that keep track of accruals used and attest that, other than time charged to accruals, full hours were worked.)

Officials who are not Retirement System members do not need to prepare a record.

** The Standard Work Day and Reporting Resolution ensures days worked reported to the Retirement System are correct. It establishes the number of hours in a standard work day for each elected or appointed office and must also state:

- The term expiration;
- That the employer maintains daily records of time worked or the official has submitted a record of work activities to the clerk or secretary;
- The total number of days per month to be reported for each official.

If the governing board does not adopt a resolution, the official's service credit and membership benefits are suspended until the resolution is adopted, posted and filed.

Work Schedule For the Month of August

Date	Day	Hors Worked	Description of Work Performed
8/1/2018	Wednesday		
8/2/2018	Thursday		
8/3/2018	Friday		
8/4/2018	Saturday		
8/5/2018	Sunday		
8/6/2018	Monday		
8/7/2018	Tuesday		
8/8/2018	Wednesday		
8/9/2018	Thursday		
8/10/2018	Friday		
8/11/2018	Saturday		
8/12/2018	Sunday		
8/13/2018	Monday		
8/14/2018	Tuesday		
8/15/2018	Wednesday		
8/16/2018	Thursday		
8/17/2018	Friday		
8/18/2018	Saturday		
8/19/2018	Sunday		
8/20/2018	Monday		
8/21/2018	Tuesday		
8/22/2018	Wednesday		
8/23/2018	Thursday		
8/24/2018	Friday		
8/25/2018	Saturday		
8/26/2018	Sunday		
8/27/2018	Monday		
8/28/2018	Tuesday		
8/29/2018	Wednesday		
8/30/2018	Thursday		
8/31/2018	Friday		
Total Hours August		0	

Work Schedule For the Month of September

Date	Day	Hors Worked	Description of Work Performed
9/1/2018	Saturday		
9/2/2018	Sunday		
9/3/2018	Monday		
9/4/2018	Tuesday		
9/5/2018	Wednesday		
9/6/2018	Thursday		
9/7/2018	Friday		
9/8/2018	Saturday		
9/9/2018	Sunday		
9/10/2018	Monday		
9/11/2018	Tuesday		
9/12/2018	Wednesday		
9/13/2018	Thursday		
9/14/2018	Friday		
9/15/2018	Saturday		
9/16/2018	Sunday		
9/17/2018	Monday		
9/18/2018	Tuesday		
9/19/2018	Wednesday		
9/20/2018	Thursday		
9/21/2018	Friday		
9/22/2018	Saturday		
9/23/2018	Sunday		
9/24/2018	Monday		
9/25/2018	Tuesday		
9/26/2018	Wednesday		
9/27/2018	Thursday		
9/28/2018	Friday		
9/29/2018	Saturday		
9/30/2018	Sunday		
Total Hours September		0	

Work Schedule For the Month of October

Date	Day	Hors Worked	Description of Work Performed
10/1/2018	Monday		
10/2/2018	Tuesday		
10/3/2018	Wednesday		
10/4/2018	Thursday		
10/5/2018	Friday		
10/6/2018	Saturday		
10/7/2018	Sunday		
10/8/2018	Monday		
10/9/2018	Tuesday		
10/10/2018	Wednesday		
10/11/2018	Thursday		
10/12/2018	Friday		
10/13/2018	Saturday		
10/14/2018	Sunday		
10/15/2018	Monday		
10/16/2018	Tuesday		
10/17/2018	Wednesday		
10/18/2018	Thursday		
10/19/2018	Friday		
10/20/2018	Saturday		
10/21/2018	Sunday		
10/22/2018	Monday		
10/23/2018	Tuesday		
10/24/2018	Wednesday		
10/25/2018	Thursday		
10/26/2018	Friday		
10/27/2018	Saturday		
10/28/2018	Sunday		
10/29/2018	Monday		
10/30/2018	Tuesday		
10/31/2018	Wednesday		
Total Hours October		0	

Work Schedule For the Month of November

Date	Day	Hors Worked	Description of Work Performed
11/1/2018	Thursday		
11/2/2018	Friday		
11/3/2018	Saturday		
11/4/2018	Sunday		
11/5/2018	Monday		
11/6/2018	Tuesday		
11/7/2018	Wednesday		
11/8/2018	Thursday		
11/9/2018	Friday		
11/10/2018	Saturday		
11/11/2018	Sunday		
11/12/2018	Monday		
11/13/2018	Tuesday		
11/14/2018	Wednesday		
11/15/2018	Thursday		
11/16/2018	Friday		
11/17/2018	Saturday		
11/18/2018	Sunday		
11/19/2018	Monday		
11/20/2018	Tuesday		
11/21/2018	Wednesday		
11/22/2018	Thursday		
11/23/2018	Friday		
11/24/2018	Saturday		
11/25/2018	Sunday		
11/26/2018	Monday		
11/27/2018	Tuesday		
11/28/2018	Wednesday		
11/29/2018	Thursday		
11/30/2018	Friday		
Total Hours November		0	

Total Hours Recorded August-November 2018

Month	Hours Worked
August	0
September	0
October	0
November	0
Total	0

RESOLUTION NO.: 203 - 2018

OF

AUGUST 13, 2018

**A RESOLUTION AUTHORIZING THE AWARD OF A BID
AND EXECUTION OF A CONTRACT WITH SHAMROCK SHOWS, INC.
FOR AMUSEMENT RIDES, ATTRACTIONS AND CONCESSIONS AT
THE CITY OF NEWBURGH 30TH INTERNATIONAL FESTIVAL**

WHEREAS, the City of Newburgh's 30th Annual International Festival is scheduled for Friday, August 31, 2018 through Monday, September 3, 2018, respectively, and will be held at the Delano-Hitch Recreation Park; and

WHEREAS, the City of Newburgh issued a Request for Proposals for Carnival Rides, Concessions and Amusements for the City of Newburgh's 30th Annual International Festival; and

WHEREAS, one (1) proposal was duly received and opened; and

WHEREAS, Shamrock Shows, Inc. was the only bidder; and

WHEREAS, the City of Newburgh wishes to enter into a contract with Shamrock Shows, Inc. to provide Carnival Rides, Concessions and Amusements for the City of Newburgh's 30th Annual International Festival; and

WHEREAS, the City Council has determined it to be in the best interests of the City of Newburgh to enter into a contract with Shamrock Shows, Inc.;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for Carnival Rides, Concessions and Amusements be and is hereby awarded to Shamrock Shows, Inc.; and

BE IT FURTHER RESOLVED, that the City Manager be and he is hereby authorized to execute and enter into a contract, in substantially the same form as attached hereto with such other terms and conditions as Corporation Counsel may require, on behalf of the City of Newburgh with Shamrock Shows, Inc.

REQUEST FOR PROPOSALS

RFP #9.1

CARNIVAL RIDES, CONCESSIONS AND AMUSEMENTS FOR THE 30TH ANNUAL INTERNATIONAL FESTIVAL

Overview: The City of Newburgh, New York is seeking proposals from qualified carnival ride and amusement companies (hereinafter referred to as “Ride Company”) to provide carnival rides, concessions and amusement services for the 30th Annual International Festival. This year, the International Festival will be held over the Labor Day weekend at the Delano-Hitch Recreation Park on Washington Street in the City of Newburgh. With numerous vendors and live entertainment scheduled, this festival typically draws several thousand people over the weekend. An overview of the Park is referenced on page 8 of this RFP indicating the two fields where the festival will operate.

The 2018 festival runs for four (4) consecutive days from Friday, August 31, 2018 through Monday, September 3, 2018. The festival will kick off Friday, August 31, 2018 beginning at 5:00 P.M. (Eastern Time) and ending its operation at 10:00 P.M. on Labor Day, Monday, September 3, 2018.

1.0 GENERAL

- A. Taxes. The City of Newburgh is exempt from Federal Excise Taxes and the New York State Sales Tax.
- B. Iran Divestment Act. By submission of a Proposal in response to this solicitation or by assuming the responsibility of a contract awarded hereunder, Respondent (or any assignee hereinafter referred to as “Bidder” or “Vendor”) certifies that it is not listed on the “Entities Determined To Be Non-Responsive Bidders/Offerors Pursuant to The New York State Iran Divestment Act of 2012” list (“Prohibited Entities List”) posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Respondent is advised that should it seek to renew or extend a contract awarded in response to the solicitation, it must provide the same certification at the time the contract is renewed or extended.

The City of Newburgh reserves the right to reject any Proposal from an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

The signature on the Proposal Information Form will be considered certification that the Respondent is in compliance with all aspects of this regulation.

- C. Non-Collusion Bidding Affidavit. The City requires that a Non-Collusive Bidding Affidavit be submitted with all bids pursuant to its authority according to the Section 103-d of the State of New York Finance Law. This Non-Collusive Bidding Affidavit, made part of the Proposer Information Form, must be executed in blue ink by the member, officer or employee of the Bidder who makes the final decision on prices and the amount quoted in the bid.

Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the Bidder with responsibilities for the preparation, approval or submission of the bid.

If a bid is submitted by a joint venture, each party to the venture must be identified in the bid documents, and a Non-Collusive Bidding Affidavit must be submitted separately on behalf of each party.

Failure to provide a Non-Collusive Bidding Affidavit in compliance with these instructions will result in disqualification of the bid.

2.0 SUBMISSION OF PROPOSALS

- A. Qualified individuals and/or Ride Companies shall submit their original Proposal, *plus one copy*, to City Comptroller Kathryn Mack City of Newburgh, 83 Broadway- 4th Floor, Newburgh, New York, 12550, **on or before** 4:00 P.M., (*Eastern Time*), Wednesday, August 8, 2018. Late submissions will not be accepted.
- B. Proposals shall be delivered to the City Comptroller at his office located in City Hall, 83 Broadway, 4th Floor, Newburgh, New York, 12550 by hand, mail or the other courier type services. Facsimile or electronic mail submittals will not be accepted.
- C. Proposals must be in a sealed envelope indicating both the company name and the words **"RFP for International Festival"** *clearly marked* on the outer envelope.
- D. The front cover of the Proposal shall clearly indicate firm name, address, telephone number(s), email address, if available, and the designated contact person's name.
- E. All signatures, with the exception of a Notary Public, must be signed in blue ink.
- F. Forms provided must be completed and submitted with Proposal in original form.
- G. Respondents shall submit one (1) original *plus one* (1) copy of their Proposal to the City Comptroller as indicated in the aforementioned, *Section 2.0*.

3.0 CONTENTS OF PROPOSALS

Proposals must contain and indicate compliance of the following information which shall be outlined in the order read below:

- A. The Ride Company shall provide the City with a Proposal outlining the number and type of carnival rides, amusements and concessions to be provided during the 2018 International Festival.
- B. The Ride Company must secure and maintain all proper policies of insurance coverage, co-insuring the City of Newburgh, NY, in scope and amount satisfactory to City, and must be properly permitted by the Orange County Health Department and otherwise as required by law.
- C. The Ride Company shall provide amusements, concessions and carnival rides at no cost to the City of Newburgh.
- D. The Ride Company shall propose to pay the City of Newburgh a set percentage of their entire proceeds over the total and complete duration of the Festival in said Proposal.
- E. The Ride Company shall provide such amusements, concessions and carnival rides with their own source of power and electricity.
- F. The Ride Company shall provide a set number of advertising posters at no cost to the City which shall be distributed by the City of Newburgh. The Ride Company shall propose the set number of posters in said Proposal.
- G. The Ride Company must supply tickets at no cost to the City of Newburgh.
- H. The Ride Company shall be fully responsible to provide all personnel.
- I. The Ride Company shall be responsible for maintenance and cleanliness of the immediate concession and amusement ride areas at all times.
- J. The successful Ride Company **must** provide a written accounting of the daily proceeds earned to the designated City of Newburgh representative (*To Be Determined*) at the conclusion of festival operations **each and every evening**.
- K. The successful Ride Company shall pay the City of Newburgh *at the end of each festival evening* the amount due to the City based on the accounting of proceeds earned and on the percentage proposed and awarded there from.
- L. Completed forms signed in **blue ink** by an officer of the Ride Company as provided in this RFP on pages 6 and 7 - *Proposer Information Form* and *Non-Collusion Bidding Affidavit*. These two (2) original documents **must be included** in the original Proposal when submitted. Proposals shall be appropriately marked *original* and *copy* prior to submission.
- M. Failure to comply with any of the stipulations specified in this RFP shall remove the Ride Company from consideration of any or all future City of Newburgh events.

4.0 TIME OF PERFORMANCE

- A. Festival Setup and Tear-Down Period. The successful Ride Company must begin setup at the Newburgh Recreation designated field, no earlier than Wednesday, August 29, 2018 at 12:00 P.M. The successful Ride Company must have all equipment removed from said location no later than 12:00 P.M. on Wednesday, September 5, 2018.
- B. Hours of Festival Operations. The successful Ride Company must have all personnel, rides and concessions ready to operate on the first day no later than 5:00 P.M. (Eastern Time) on Friday, August 31, 2018 and shall cease operations promptly at 11:00 P.M. that night.

Ride Company is responsible for all personnel, rides and concessions ready for carnival operations commencing at 12:00 P.M. for each of the remaining days: Saturday, September 1, 2018; Sunday, September 2, 2018; and, Monday, September 3, 2018.

Ride Company shall cease operations promptly at 11:00 P.M. on Friday, August 31, 2018; Saturday, September 1, 2018; and, Sunday, September 2, 2018.

Ride Company shall cease operations at end of Festival on Monday, September 3, 2018 promptly at 10:00 P.M., unless otherwise directed by a City of Newburgh official or designated representative.

5.0 QUESTIONS

Questions regarding this Request for Proposal (RFP) must be submitted in writing electronically to the attention of City Comptroller Kathryn Mack no later than 4:00 P.M., (Eastern Time), Wednesday, August 8, 2018 to: kmack@cityofnewburgh-ny.gov

6.0 WITHDRAWAL OF PROPOSAL

Proposals shall not be withdrawn for a period of forty-five (45) days subsequent to the submission deadline without the consent of the City of Newburgh Comptroller.

7.0 RIGHT TO REJECT/AWARD PROPOSAL

The City of Newburgh reserves the right to reject any and all Proposals. Contract award may be subject to approval by the Council of the City of Newburgh.

“AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER”

PROPOSER INFORMATION FORM

REQUEST FOR PROPOSALS

RFP #9.18

OPERATION OF CARNIVAL RIDES, CONCESSIONS AND AMUSEMENTS
FOR THE
30TH ANNUAL INTERNATIONAL FESTIVAL
CITY OF NEWBURGH, NEW YORK

I (We) hereby propose services for the operations of carnival rides, concessions and amusements for the City of Newburgh, New York as requested by the City in accordance with the RFP solicitation. By signing and submitting this Proposer Information Form for consideration by the City of Newburgh, I (We) acknowledge that I (We) have read, understand and agree to all aspects of the requirements of this RFP as presented without reservation or alteration.

COMPANY NAME _____

ADDRESS _____

PHONE NO. _____ FAX NO. _____

EMERGENCY TEL: _____ CONTACT: _____

EMAIL ADDRESS _____

TAX I.D. NUMBER _____

SUBMITTED BY _____

Signature in **BLUE Ink**

NAME/TITLE _____

DATED _____

BIDS RECEIVED WITHOUT NON-COLLUSION BIDDING AFFIDAVIT WILL NOT BE ACCEPTED

NON-COLLUSION BIDDING AFFIDAVIT

City of Newburgh, New York

STATE OF _____)
)SS
COUNTY OF _____)

I, _____ of the (City, Town, Village) of _____
in the County of _____ in the State of _____,
of full age, being duly sworn according to law on my oath dispose and say that:

I am _____, an officer of the firm of _____
the vendor making the Proposal for the above named work, and that I executed the said Proposal with
full authority to do so; that said bidder has not, directly or indirectly, entered into any agreement,
participated in any collusion, or otherwise in connection with the above named work; and that all
statements contained in said Proposal and in this affidavit are true and correct, and made with the full
knowledge that the City of Newburgh as Owner relies upon the truth of the statements contained in said
Proposal and in the statements contained in this affidavit in awarding the Contract for said work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such
Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent
fee, except bona fide employees or bona fide established commercial or selling agencies maintained by
_____. (Name of Agency)

Subscribed and sworn to by: _____
(Signature – in **Blue** Ink)

(Print or type name and title of individual that signed above)

Before me this _____ day
of _____, 20__

(Notary Public Signature)

Notary Public of _____

My commission expires _____ 20__

Affix Notary Stamp/Seal

THIS AFFIDAVIT MUST BE COMPLETED BY ALL BIDDERS

RESOLUTION NO.: 204 - 2018

OF

AUGUST 13, 2018

**RESOLUTION AMENDING RESOLUTION NO: 333-2017,
THE 2018 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK
TO ADJUST FOR INSURANCE RECOVERY FUNDS ALLOCATED TO
INSURANCE RECOVERIES TO BE APPLIED TO FIRE DEPARTMENT
MOTOR VEHICLE REPAIRS**

WHEREAS, the Fire Department received an insurance recovery in the amount of \$8,425.03 for damage to a Department vehicle which funds were allocated to Insurance Recoveries; and

WHEREAS, the Department vehicle is being repaired; and

WHEREAS, it is necessary to adjust the 2018 Budget to reflect the allocation of the funds allocated to Insurance Recoveries to Fire Department Repairs of Motor Vehicles; the same being in the best interest of the City of Newburgh;

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

	<u>Increase</u>
A.0000.2680 Insurance Recoveries	\$8,425.03
A.3412.048 Repairs/Motor Vehicles	<u>\$8,425.03</u>
 TOTAL:	 \$8,425.03

File Edit Query Record Field Setup Window Help

ENTRY MODE

Year: 2018 Period: 7 Trans Date: 07/26/2018 Status: Batch
Roll Type: GR GENERAL RECEIPTS Batch No: JT #
Entered By: JTAYLOR 07/26/2018 Trans No: 195907 Source:
Description: PYMNT FOM PROGRESSIVE FOR FIRE DEPT PROPERT DAMAGE ON TWO CLAIMS
Attachments

Receipt Type	Description	Amount	GL
A2680	INSURANCE RECOVERIES	8,425.03	*

Payor Name: PROGRESSIVE Subtotal: 8,425.03
Customer: Address Tax: 0.00 Pay Type: CHECK
Reference: SETTLEMENT OF CLAIM Total: 8,425.03 Check/Ref No: VARIOUS
Receipt Printer: Amt Paid: 8,425.03 Receipt No: 188460
Change: 0.00 — Select —

Enter value for Trans Date

Record: 1/1 <OSC> <DBG>

CITY OF NEWBURGH FIRE DEPT
22 GRAND ST
NEWBURGH, NY 12550

ADVICE FOR PAYMENT 2776616443

Payee: CITY OF NEWBURGH FIRE DEPT	Payment Date	07/12/2018
	Total Payment Amount	\$6,740.02
	Total Number of Invoices	1

If you have any questions regarding this payment, please call us at 1-800-274-4499.

Details

Claim Number: 182913805	Name: CITY OF NEWBURGH FIR, E DEPT	Date of Loss: 03/12/2018	Invoice Number: 48701579	Company: Progressive Specialty Insurance Company			
Type	Description	*Coverage	Reference	Identifier	Service Dates	Deductible	Payment Amount
Repair	Estimate	PD	N/A	15 SPARTAN FIRE TRUCK <u>078865</u>	N/A	\$0.00	\$6,740.02

Total Payment Amount

\$6,740.02

***Full Description of Coverage:**

PD - Property Damage Liability

CITY OF NEWBURGH FIRE DEPT
22 GRAND ST
NEWBURGH, NY 12550

ADVICE FOR PAYMENT 2776616488

Payee: CITY OF NEWBURGH FIRE DEPT	Payment Date	07/12/2018
	Total Payment Amount	\$1,685.01
	Total Number of Invoices	1

If you have any questions regarding this payment, please call us at 1-800-274-4499.

Details

Claim Number: 182517315	Name: CITY OF NEWBURGH FIR, E DEPT	Date of Loss: 03/12/2018	Invoice Number: 48702067	Company: Progressive Max Insurance Company			
Type	Description	*Coverage	Reference	Identifier	Service Dates	Deductible	Payment Amount
Repair	Estimate	PD	N/A	13 SPARTAN FIRE TRUCK <u>078865</u>	N/A	\$0.00	\$1,685.01

Total Payment Amount

\$1,685.01

*Full Description of Coverage:

PD - Property Damage Liability



CITY OF NEWBURGH

FIRE DEPARTMENT

22 Grand Street
Newburgh, New York 12550
Phone: 845.562.1212 Fax: 845.569.7435

MEMORANDUM TO: KATHRYN MACK
COMPTROLLER

FROM: TERRY AHLERS
ACTING FIRE CHIEF

SUBJECT: CHECKS RECEIVED -
CHECK #2776616443 – Claim #18-2913805
(15 SPARTAN FIRE TRUCK)
CHECK #2776616488 – Claim #18-2517315
(¹⁵~~13~~ SPARTAN FIRE TRUCK)

DATE: JULY 18, 2018

Please find herewith attached two checks; namely, check number 2776616443 in the amount of \$6740.02 and check number 2776616488 in the amount of \$1685.01 from Progressive Insurance payable to City of Newburgh Fire Department regarding two claims.

TERRY AHLERS
ACTING FIRE CHIEF

Attachments

PROGRESSIVE®

PAYABLE THROUGH
PNC BANK, N.A. 070
ASHLAND, OH
1-877-448-9544

VOID IF NOT PRESENTED WITHIN 90 DAYS

DRAFT NUMBER:
2776616488

July 12, 2018

CLAIM NUMBER: 18-2517315
NAME: CITY OF NEWBURGH FIR,
E DEPT

\$*****1,685.01

PAY EXACTLY

ONE THOUSAND, SIX HUNDRED EIGHTY-FIVE AND 01/100 *****

PAY TO CITY OF NEWBURGH FIRE DEPT
THE ORDER 22 GRAND ST
OF: NEWBURGH, NY 12550

Progressive Max Insurance Company

BY:

AUTHORIZED SIGNATURE

⑈ 2776616488⑈ ⑆ 071203895⑆ 4239694516⑈

56-389
412

DO NOT WRITE OR STAMP BELOW THIS LINE

PROGRESSIVE

PAYABLE THROUGH
PNC BANK, N.A. 070
ASHLAND, OH
1-877-448-9544

VOID IF NOT PRESENTED WITHIN 90 DAYS

DRAFT NUMBER:
2776616443

July 12, 2018

CLAIM NUMBER: 18-2913805
NAME: CITY OF NEWBURGH FIR,
E DEPT

\$*****6,740.02

PAY EXACTLY

SIX THOUSAND, SEVEN HUNDRED FORTY AND 02/100 *****

PAY TO THE ORDER
CITY OF NEWBURGH FIRE DEPT
22 GRAND ST
NEWBURGH, NY 12550

Progressive Specialty Insurance Company

BY:

AUTHORIZED SIGNATURE

⑈2776616443⑈ ⑈041203895⑈ 4239694516⑈

56-389
412

DO NOT WRITE OR STAMP BELOW THIS LINE

RESOLUTION NO.: 205-2018

OF

AUGUST 13, 2018

**A RESOLUTION AMENDING THE 2018 PERSONNEL ANALYSIS BOOK
TO ADD ONE (1) FIREFIGHTER POSITION ON A TEMPORARY BASIS
IN THE CITY OF NEWBURGH FIRE DEPARTMENT**

WHEREAS, the retirement of a Fire Captain has created a vacancy in the Fire Department; and

WHEREAS, the costs savings from the vacant Fire Captain position can be utilized to fund one (1) Firefighter position on a temporary basis through December 31, 2018 as the City continues to review Fire Department staffing; and

WHEREAS, adding one (1) temporary Firefighter position in the Fire Department requires an amendment to the 2018 Personnel Analysis Book; the same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Personnel Analysis Book for the fiscal year 2018 be amended, and that there be and hereby is created (1) temporary position in the job title of "Firefighter" effective July 30, 2018 through December 31, 2018.

RESOLUTION NO.: 206 - 2018

OF

AUGUST 13, 2018

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 36 HASBROUCK STREET (SECTION 38, BLOCK 3, LOT 46)
AT PRIVATE SALE TO MICHAEL CONNERS FOR THE AMOUNT OF \$5,000.00**

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 36 Hasbrouck Street, being more accurately described as Section 38, Block 3, Lot 46 on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before November 16, 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>
36 Hasbrouck Street	38 - 3 - 46	Michael Connors	\$5,000.00

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

36 Hasbrouck Street, City of Newburgh (38-3-46)

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 2018-2019, 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 2018-2019, 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 City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.
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 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 receipt of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before November 16, 2018 ("Closing Deadline"). 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. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.
11. 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 from the Closing Deadline. 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 its consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. 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 is conveyed on the actual day of closing. 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, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance 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. Any survey description shall be 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. 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 Closing Deadline date. If such conveyance occurs, 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.: 207 - 2018

OF

AUGUST 13, 2018

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 89 WEST VAN NESS STREET (SECTION 26, BLOCK 5, LOT 5)
AT PRIVATE SALE TO LORENA SANTOS, MARCO TORRES AND RICARDO SANTOS
FOR THE AMOUNT OF \$20,000.00**

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 89 West Van Ness Street, being more accurately described as Section 26, Block 5, Lot 5 on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before November 16, 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>
89 West Van Ness Street	26 - 5 - 5	Lorena Santos Marco Torres Ricardo Santos	\$20,000.00

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

89 West Van Ness Street, City of Newburgh (26-5-5)

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 2018-2019, 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 2018-2019, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. The property is sold subject to an owner-occupancy restriction. The purchaser has agreed to purchase the property subject to the five (5) year owner occupancy restriction shall, within 18 months of the delivery of the deed, establish his domicile and principal residence at said premises and maintain his domicile and principal residence at said premises for a period of at least five (5) years thereafter, provided that within said five (5) year period, the purchaser may convey said premises to another who shall also maintain their domicile and principal residence at said premises for said period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms of Sale.

7. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.
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 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 receipt of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
11. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before November 16, 2018 ("Closing Deadline"). 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. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.
12. 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 from the Closing Deadline. 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 its consideration.
13. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
14. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
15. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, tax reimbursements, buyer's

premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**

16. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
17. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
18. 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 Closing Deadline date. If such conveyance occurs, 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.: 208 - 2018

OF

AUGUST 13, 2018

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 40 WILLIAM STREET (SECTION 38, BLOCK 2, LOT 33)
AT PRIVATE SALE TO DAWN M. LIBERI FOR THE AMOUNT OF \$11,000.00**

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 40 William Street, being more accurately described as Section 38, Block 2, Lot 33 on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before November 16, 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>
40 William Street	38 - 2 - 33	Dawn M. Liberi	\$11,000.00

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

40 William Street, City of Newburgh (38-2-33)

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 2018-2019, 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 2018-2019, 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. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.

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 purchaser following the closing of sale.
10. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
11. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before November 16, 2018 ("Closing Deadline"). 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. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.
12. 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 from the Closing Deadline. 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 its consideration.
13. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
14. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
15. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**
16. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in

the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.

17. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
18. 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 Closing Deadline date. If such conveyance occurs, 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.: 209 - 2018

OF

AUGUST 13, 2018

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 152 SOUTH STREET (SECTION 11, BLOCK 3, LOT 16)
AT PRIVATE SALE TO JU YOUNG OH AND MIN SUNG KANG
FOR THE AMOUNT OF \$5,070.00**

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 152 South Street, being more accurately described as Section 11, Block 3, Lot 16 on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before November 16, 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>
152 South Street	11 - 3 - 16	Ju Young Oh Min Sung Kang	\$5,070.00

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

152 South Street, City of Newburgh (11-3-16)

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 2018-2019, 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 2018-2019, 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. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.

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 purchaser following the closing of sale.
10. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
11. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before November 16, 2018 ("Closing Deadline"). 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. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.
12. 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 from the Closing Deadline. 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 its consideration.
13. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
14. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
15. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**
16. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in

the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.

17. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
18. 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 Closing Deadline date. If such conveyance occurs, 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.: 210 - 2018

OF

AUGUST 13, 2018

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 112 JOHNSTON STREET (SECTION 18, BLOCK 10, LOT 12)
AT PRIVATE SALE TO ERIC HILTNER FOR THE AMOUNT OF \$7,500.00**

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 112 Johnston Street, being more accurately described as Section 18, Block 10, Lot 12 on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before November 16, 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>
112 Johnston Street	18 - 10 - 12	Eric Hiltner	\$7,500.00

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

112 Johnston Street, City of Newburgh (18-10-12)

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 2018-2019, 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 2018-2019, 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. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.

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 purchaser following the closing of sale.
10. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
11. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before November 16, 2018 ("Closing Deadline"). 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. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.
12. 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 from the Closing Deadline. 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 its consideration.
13. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
14. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
15. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**
16. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in

the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.

17. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
18. 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 Closing Deadline date. If such conveyance occurs, 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.: 211 - 2018

OF

AUGUST 13, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
A SITE DEVELOPMENT AGREEMENT WITH BOM NEWBURGH, LLC FOR THE
TRANSFER AND REDEVELOPMENT OF PROPERTY LOCATED
AT 109 SOUTH WILLIAM STREET (SECTION 45, BLOCK 5, LOT 5)**

WHEREAS, by Resolution No. 93-2018 of April 9, 2018, the Council of the City of Newburgh authorized the City Manager to negotiate on behalf of the City a development agreement with R.L. Baxter Building Corp. for the redevelopment of the property at 109 South William Street, more accurately described as Section 45, Block 5, Lot 5 on the official tax map of the City of Newburgh (the "Property"); and

WHEREAS, R.L. Baxter Building Corp. has formed a new entity, BOM Newburgh, LLC, and requested that the City of Newburgh allow them access to the Property prior to finalizing a development agreement for the purposes of and to perform certain pre-development activities; and

WHEREAS, by Resolution No. 118-2018 of May 14, 2018, the City Council authorized the City Manager to enter into a license agreement with BOM Newburgh, LLC, and its contracted agents to allow access to 109 South William Street for the purposes of and to perform site investigations and other pre-development activities; and

WHEREAS, the parties have negotiated a site development agreement for the transfer and redevelopment of the Property, which is annexed hereto;

WHEREAS, this Council the Property is not required for public and that approving such site development agreement is necessary, appropriate and in the best interests of the City;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh that the City Manager be and he is hereby authorized to executed on behalf of the City of Newburgh the site development agreement with BOM Newburgh, LLC, in substantially the same form as annexed hereto with other provisions as Corporation Counsel may require, for the transfer and redevelopment of the property at 109 South William Street.

NAW COMMENTS - 080118

DRAFT FOR COUNCIL REVIEW
8/9/18

SITE DEVELOPMENT AGREEMENT

BETWEEN

THE CITY OF NEWBURGH

AND

BOM NEWBURGH LLC

DATED AS OF _____, 2018

Regarding:
109 South William Street, Tax ID 45-5-5
City of Newburgh, Orange County, New York

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SITE DEVELOPMENT AGREEMENT

SITE DEVELOPMENT AGREEMENT ("Contract") dated _____, 2018 between the City of Newburgh, a municipality of the State of New York, having a principal office at City Hall, 83 Broadway, Newburgh, NY 12550 ("Seller" or "City") and BOM Newburgh LLC, a New York limited liability company having an address at _____, NY ("Developer").

WITNESSETH:

WHEREAS, the City is the owner of the property located at 109 South William Street in the City of Newburgh, more accurately described as Section 45, Block 5, Lot 5 on the official tax map of the City of Newburgh, described in Section 3.01 hereof (the "Property"); and

WHEREAS, the Seller desires to provide for the redevelopment of the Property for mixed commercial and residential uses; and

WHEREAS, pursuant to a request for proposals, based on their representations as to qualifications, experience and financial capacity, the Seller selected the Developer to redevelop the Property; and

WHEREAS, the Developer has proposed to acquire the Property from the Seller for the purposes of developing the Property, and Seller desires to convey the Property to the Developer pursuant to the terms set forth in this Contract; and

WHEREAS, the Developer acknowledges that the Seller is conveying the Property subject to the terms and conditions set forth herein for the purpose of providing for the redevelopment of the Property in accordance with this Contract;

NOW THEREFORE, in consideration of mutual covenants herein contained and the payment of the sum of on dollar by the Developer to Seller, the receipt of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1 DEFINITIONS

SECTION 1.01 Definitions. The terms set forth in this Section shall have the meanings ascribed to them for all purposes of this Contract, unless the context clearly requires otherwise.

"Approvals and Permits" shall mean, collectively, all approvals and permits from all governmental or administrative agencies or regulatory bodies having jurisdiction for the construction and operation of the redevelopment of the Property, including, without limitation, all site plan approvals, zoning variances, easement and franchise agreements, building permits, certificate of

occupancy, certificate of appropriateness, and all applications for licenses, permits and permission to construct and maintain all on-site and off-site improvements, curbcuts, roadway, mediate cuts and utility lines and services.

“Architect” shall mean a professional architect or professional engineer or firm of professional architects or professional engineers licensed by the State of New York, and reasonably acceptable to Seller. [NAW – NOT SURE WHY THE ARCHITECT NEEDS TO BE SPECIFIED HERE AS LONG AS THE CITY RETAINS THE RIGHT TO APPROVE.]

“Business Day” shall mean a day other than i) any Saturday, Sunday, or other day on which banks located in the City of Newburgh are authorized or required to be closed, or ii) any day on which the offices of the City of Newburgh are closed.

“Certificate of Occupancy” shall mean a permanent certificate of occupancy issued by the City of Newburgh Code Compliance Bureau.

“City” shall mean the City of Newburgh, a municipal corporation of the State of New York having a place of business at 83 Broadway, Newburgh, NY 12550, its successors and assigns.

“Claims” shall mean any and all claims (whether in tort, contract or otherwise), demands, liabilities, obligations, damages, penalties, costs, charges and expenses, for losses, damage, injury and liability of every kind and nature and however caused, and taxes, including, without limitation, reasonable fees of architects, engineers and attorneys, administrative or judicial actions, suits, orders, liens, notices, notice of violations, investigations, complaints, requests for information, proceedings, or other communication (written or oral), whether criminal or civil.

“Closing Date” shall mean the date of closing of title pursuant to Section 3.03.

“Closing Deadline” shall mean the date which is set forth in Schedule “C” as the closing deadline.

“Completion Deadline” shall mean the date which is set forth in Schedule “C” as the completion deadline.

“Developer” shall mean BOM Newburgh LLC or its successors and assigns to the extent permitted under Section 12.01 of this Contract.

“Earnest Money” shall mean the amount payable pursuant to Section 4.01(a).

“Force Majeure” shall mean acts of God, strikes, lockouts or other labor disturbances; acts of public enemies; orders or restraints of any kind of the United States or any civil or military authority in the exercise of its police powers; insurrection, civil disturbances, or riots; or impossibility of procuring materials.

“Governmental Authority” shall mean the United States, State of New York, and any political subdivision thereof, and any agency, department, commission, board, bureau or instrumentality of

any of them having jurisdiction over the Property including, but not limited to the United States, the U.S. Environmental Protection Agency, or any state or local environmental protection agency.

"Housing Units" shall mean apartment units intended to be occupied by a single person or family other than on a transient basis.

"Improvements" shall mean any buildings, structures, or other improvements, now or hereafter constructed or placed upon, under or affixed to the Property, including without limitation any fixtures.

"Lending Institution" shall mean any insurance company, bank or trust company, college, university charitable institution or union, pension, profit or retirement fund or trust, governmental agency or fund, real estate investment trust, or other financial or lending institution whose loans on real estate or respect thereto are regulated by state or federal law, and which is not a Related Party to the Developer.

"Liens" shall mean any interest in real or personal property securing an obligation owed to a Person, whether such interest is based on the common law, statute or contract, and including, but not limited to, a security interest arising from a mortgage, encumbrance, pledge, conditional sale or trust receipt or a lease, consignment or bailment for security purposes. The term "Lien" includes reservations, exceptions, encroachments, projection, easements, right of way, including but not limited to, mechanics', materialman's, warehousemen's and carriers' liens and other similar encumbrances affecting real property. For purposes hereof, a Person shall be deemed to be the owner of real or personal property which it has acquired or holds subject to a conditional sale agreement or other arrangement pursuant to which title to the property has been retained by or vested in some other Person for security purposes.

"Net Proceeds" shall mean so much of the proceeds with respect to which that term is used as remain after payment of all fees for the costs of adjustment and collection, services, expenses, and taxes (including reasonable attorneys' fees) incurred in obtaining such proceeds.

"Person" shall mean an individual, partnership, corporation, trust, unincorporated organization or Government Authority.

"Plans and Specifications" shall mean the plans, specifications, drawings and related documents for the Improvements which shall be prepared by a New York State Licensed Architect or Professional Engineer, and shall be as detailed as the plans required to be submitted to the building inspector of the City for purposes of obtaining a building permit, including at least a site plan, landscaping plan, drainage plan, pedestrian and vehicle ingress and egress, floor plan, utilities, water, sewer, exterior materials, colors and elevations, parking plan, and signage, including all amendments and modifications thereof made in accordance with the terms hereof.

"Project" shall mean the development project which shall include a mixed use redevelopment of the existing building located on the Property consisting of ____ square feet of retail/restaurant/office uses on the ground floor, ____ square feet of office use on the second

floor, and Housing Units for residential use on the third floor. The square footages for each floor being derived from the records of the City Assessor with no guarantee of accuracy.

“Project Lender” shall mean a Lending Institution that is the mortgagee of a Project Mortgage financing construction of the Project.

“Project Mortgage” shall mean one or more mortgages on Developer’s interest in the Property and Improvements obtained from a Lending Institution, the proceeds of which are used for the development of the Project including, without limitation, soft costs, hard costs and financing costs related thereto and any refinancing by a Lending Institution.

“Property” shall mean the property described at Section 3.01 to be conveyed pursuant to this Contract.

“Purchase Price” shall mean the purchase price set forth in Section 4.01.

“Related Party” shall mean, with respect to any Person, any other Person if such other Person controls or is controlled by or under common control with the Person.

“Required Guarantee” shall mean an unconditional letter of credit issued by a New York or U.S. federal bank whose unsecured obligations are rated at least “A/IX”, in form and substance satisfactory to the Seller or a surety bond in form and substance satisfactory to the Seller.

“Taxes” shall mean all taxes, assessments, water and sewer rents, rates and charges, vault license fees or rentals, levies license and permit fees and all other governmental impositions and charges of every kind and nature whatsoever, extraordinary as well as ordinary, foreseen and unforeseen, which shall be charged, levied, laid, assessed, imposed upon, become due and payable out of or in respect of, or become liens upon the whole or any part of the Property or Improvements, together with all interest and penalties, under all present or future laws, ordinances, requirements, orders, directives, rules or regulations or the federal, state, county, school and city governments and of all other Governmental Authorities whatsoever.

“Title Insurer” shall mean such title insurance company as shall be mutually acceptable to the Seller and the Developer for the issuance of the policies of title insurance referred to in Section 3.02.

SECTION 1.02 Interpretation. As used in this Contract, the masculine shall include the feminine and neuter and vice versa, the singular shall include the plural and the plural shall include the singular, as the context may require. References to sections or subsections herein shall mean the applicable section of subsection of this Contract, unless the context clearly requires otherwise.

ARTICLE 2 DEVELOPER'S REPRESENTATIONS

SECTION 2.01 Developer's Representations. Developer makes the following representations and warranties to Seller in conjunction with the conveyance of the Property:

- (a) Developer is a limited liability company duly formed and in good standing under the laws of the State of New York; is duly qualified to transact business in the State of New York; and has the requisite corporate power and authority to enter into this Contract, a Project Mortgage, and the closing documents to be signed by Developer. The execution, delivery and performance by Developer of such documents does not conflict with or result in a violation of Developer's organizing documents or any judgment, order or decree of any court or arbiter to which Developer is a party or by which it is bound. Such documents are valid and binding obligations of Developer, enforceable in accordance with their terms. There is no suit, action, proceeding or litigation pending or, to the best of Developer's knowledge, threatened, against or affecting the Developer by or before any court, arbitrator, administrative agency or other Governmental Authority which might have material effect on the validity of the transaction contemplated hereby or the ability of the Developer to perform its obligations under this Contract.
- (b) Developer intends to proceed to seek the Approvals and Permits for the construction of the Project promptly following the execution of this Contract.
- (c) Developer has the requisite financial capacity and technical expertise and is in all respects capable of constructing the Project prior to the Completion Deadline.
- (d) The Project will be constructed to meet all requirements of Permits and Approvals and applicable requirements of any Governmental Authority having jurisdiction over the Developer, the Property, the Improvements or their use or operation.
- (e) All certificates or statements furnished to the Seller by or on behalf of the Developer in connection with the transaction contemplated hereby are true and complete.

ARTICLE 3 CONVEYANCE OF PROPERTY AND ACCEPTABLE TITLE

SECTION 3.01 Conveyance of Property. Upon satisfaction of the conditions precedent to conveyance set forth in Article 5 of this Contract, and subject to the further terms of this Contract, Seller shall convey to Developer and Developer shall purchase, at the price and upon the terms and conditions set forth in this Contract, the Property in the City of Newburgh, Orange County, which "Property" includes:

- (a) the real property located in Orange County and described in Schedule "A" attached hereto and made part hereof (the "Land");
- (b) all buildings and other improvements constructed or situated on the Land (collectively the "Improvements");
- (c) all right, title and interest currently held by the Seller, if any, in and to any and all strips and gores of land adjacent to or adjoining the Land, and all of the Land lying in the bed of any street or highway in front of or adjoining the Land to the center line thereof and to any unpaid award for any taking by condemnation or any damages to the Land by reason of a change of grade of any street or highway;
- (d) the appurtenances and all the estate and rights currently held by the Seller in and to the Land and Improvements;
- (e) all right, title and interest currently held by the Seller, if any, in and to the furniture, machinery, fixtures, equipment attached to or located on the Land or the Improvements (collectively referred to in the Contract as the "Equipment")

SUBJECT TO the further easements and rights of reverter reserved herein.

SECTION 3.02. Title; Permitted Exceptions. Seller shall convey fee simple title to the Property in accordance with the terms of this Contract, subject only to the following (collectively referred to as the "Permitted Exceptions"):

- (a) the matters set forth in Schedule "B" attached hereto;
- (b) the City's right of reverter set forth in Section 11.04 ; and
- (c) such other matters as the Title Insurer shall be willing, without special premium, to omit as exceptions to coverage or to except with insurance against collection out of or enforcement against the Property.

SECTION 3.03 Closing. Except as otherwise provided in this Contract, the closing of title pursuant to this Contract (the "Closing") shall take place at 10:00 am on the date determined by the parties but in any event not later than thirty (30) days from the date that the Developer is issued a building permit for the Project, or more than thirty (30) days from the date of expiration of any appeal periods for Project Approvals and Permits, whichever is later, at the offices of the Corporation Counsel at City Hall, 83 Broadway, Newburgh, NY, or at such other date or location as may be agreed to by the parties (the actual date of the Closing being herein referred to as the "Closing Date").

ARTICLE 4 PURCHASE PRICE; ACCEPTABLE FUNDS

SECTION 4.01 Purchase Price; Down Payment. The purchase price (the "Purchase Price") to be paid by Developer for the Property shall be \$75,000.00, payable as follows:

- (a) The Developer shall pay to the Seller a down payment of \$1,000.00 (the "Earnest Money") upon the execution of this Contract, which Earnest Money shall be non-refundable, except to the extent provided in Section 7.02.
- (b) The Earnest Money shall be applied as a credit toward the Purchase Price at Closing.
- (c) The balance of the Purchase Price shall be paid to the Seller at Closing.

SECTION 4.02 Acceptable Moneys. All monies payable under this Contract, unless otherwise specified in this Contract shall be paid by:

- (a) Certified checks of the Developer on behalf of the Developer or any person making a purchase money loan to the Developer drawn on any bank, savings bank, trust company or savings and loan association having a banking office in the State of New York, payable to the order of the Seller; or
- (b) Official bank checks drawn by any such banking institution, payable to the order of the Seller.

ARTICLE 5

CONDITIONS PRECEDENT

SECTION 5.01 Conditions to Developer's Obligation; Right to Terminate. In addition to the conditions otherwise set forth herein, the Developer's obligations to purchase shall be contingent upon the following conditions:

- (a) Prior to conveyance of the Property, the Developer shall have the option to terminate this Contract, but without the right to receive a refund of the Earnest Money, on or before the Closing Date if despite Developer's best efforts, Developer is unable to obtain final Approvals and Permits for the Project
- (b) Developer shall be deemed to have waived all contingencies if written notice is not given to Seller on or prior to the Closing Date.

SECTION 5.02 Conditions to Seller's Obligations. In addition to the conditions otherwise set forth herein, Seller's obligations to convey the Property shall be contingent upon the following conditions:

- (a) Developer shall have paid the Purchase Price as provided in Article 3 of this Contract.
- (b) Developer shall have deposited all Required Guarantees, if any, required by this Contract.
- (c) Developer shall have furnished the Seller with a certified statement of the total development cost of the Project and evidence reasonably satisfactory to the Seller that the Developer has adequate financing to complete the Project. The Developer shall have obtained all required Approvals and Permits for the Project.
- (d) The Developer shall have submitted Plans and Specifications prepared by a New York State Licensed Architect and/or Professional Engineer together with a certificate from such

licensed Architect or Professional Engineer that such Plans and Specifications are consistent with all Approvals and Permits.

(e) The Developer shall not be in default under this Contract.

SECTION 5.03 Seller's Right to Terminate. Seller shall have the right to terminate this Contract by written notice to the Developer, but without any obligation to refund the Earnest Money, if all of the conditions precedent to conveyance set forth in Section 5.01 have not been satisfied by the Closing Deadline.

SECTION 5.04 Termination of Contract. Upon termination by either party pursuant to this Contract, this Contract shall be null and void, and no action, claim or demand may be based on any term or provision of this Contract, other than Sections 6.03 (Indemnity) and 9.05(e) (Environmental Indemnity).

ARTICLE 6 COVENANTS

SECTION 6.01 Developer's Covenants. In addition to the agreements otherwise set forth herein, Developer makes the following covenants for the benefit of Seller.

(a) Design and Approvals:

- i. Developer will cause to be prepared by an Architect a project design for the Project and submit Plans and Specifications to the Seller's land use boards in sufficient time for review and approval prior to the Closing Deadline.
- ii. Developer will use its best efforts to obtain site plan and architectural review approval for the Project at least 60 days prior to the Closing Deadline and obtain Approvals and Permits for the Project at least 30 days prior to the Closing Deadline.

(b) Completion Deadline:

- i. Developer will complete the construction of the Project not later than the Completion Deadline.

(c) Construction. In construction of the Project, Developer:

- i. Shall at its own cost and expense obtain all Approvals and Permits;
- ii. Shall comply with all requirements of Governmental Authorities applicable to the construction and installation of the Improvements;
- iii. Shall have received Seller's prior written approval, not to be unreasonably withheld, of all architects, engineers and general contractors to be engaged in the planning, design, and construction of the Public Improvements [NAW - need to define "Public Improvement"], which prior written approval of Seller will not be given, apart from any other considerations, unless such architects, engineers, and contractors specifically agree to complete their work for Seller, at Seller's request, in the event of

Developer's default. [NAW – we will need to ensure that all consultant and contractor agreements include this provision.]

- iv. Shall perform the construction and installation of the Project expeditiously, in compliance with the Plans and Specifications, in a good and workmanlike manner and in accordance with the provisions of this Contract.
- v. Shall pay all proper accounts for work done or materials furnished under all contracts to which it has entered into relating to the construction of the Project.
- vi. If any Lien is filed or asserted, including, without limitation, any Lien for the performance of any labor or services or the furnishing of materials, whether or not valid, is made against the Property or any part thereof in the interest therein of the Seller, or the interest therein of a Party under this Contract, other than Liens for Taxes not yet payable, or payable without the addition of any fine, penalty, interest or cost for non-payment, Permitted Encumbrances, or Liens being contested as permitted by this Section, the Developer forthwith upon receipt of notice of the filing, assertion, entry or issuance of such Lien (regardless of the source of such notice) shall give written notice thereof to Seller and, except where the validity of such Lien is being contested in accordance with the provisions of this Section, take all action (including the payment of money and/or the securing of a bond) at its own expense as may be necessary or appropriate to obtain the discharge in full thereof and to remove or nullify the basis therefor. Nothing contained in this Contract shall be construed as constituting the express or implied consent to or permission of the seller for the performance of any labor or services or the furnishing of any materials that would give rise to any Lien against Seller's interest in the Property. The Developer may at its sole expense contest, after prior written notice to the Seller, by appropriate action conducted in good faith and with due diligence in the amount or validity or application, in whole or in part, of any Lien, if (i) such proceeding shall suspend the execution or enforcement of such Lien against the Property or Improvements or any part thereof or any interest therein, or in this Contract, of the Seller or Developer or against any of the rentals or other amounts payable under this Contract, (ii) neither the Property or Improvements nor any part thereof or interest therein would be in any danger of being sold, forfeited or lost, (iii) the Seller would not be in any reasonable danger of any civil or any criminal liability, other than normal accrual of interest, for failure to comply therewith, and (iv) the Developer shall have furnished such security, if any, as may be required in such proceedings; if such proceeding could result in the Seller being in any reasonable danger of civil liability, including accrual of interest, fines and/or penalties, the Developer shall deliver a written confirmation to the Seller that the Developer shall indemnify and hold the Seller harmless from any claims, liabilities, costs or expenses as may derive with respect thereto,

and the Developer shall provide to the Seller such security as the Seller may reasonably require.

- vii. At the written request of the Seller, the Developer shall provide all reasonable information as may be requested with respect to any Lien, the status thereof, the amount in dispute, and the action taken or proposed to be taken by the Developer in connection therewith.

SECTION 6.02 Seller's Covenants. Seller covenants that it will comply with the following covenants between the date of this Contract and the Closing, unless this Contract is earlier terminated in accordance with its terms:

- (a) The Seller shall not encumber the Property or enter into any lease or other occupancy agreement therefor, without the prior written consent of the Developer.
- (b) The Seller shall allow for Developer or Developer's representatives access to the Property upon reasonable prior notice pursuant to Section 9.05 of this Contract.
- (c) Seller hereby agrees that it will consent in its capacity as owner when reasonably requested by Developer, at Developer's expense, to any application for planning or other regulatory approvals necessary in connection with the contemplated use of the Property for the Project consistent with this Contract, subject to Section 9.04.

SECTION 6.03 Indemnity. Developer shall at all times indemnify and hold the Seller harmless from and against and all Claims, including reasonable attorneys' fees, which may be imposed upon, incurred by or asserted against the Seller, its officers, employees, and agents (the "Indemnified Parties"), arising during the term of this Contract upon or about the Property or resulting from, arising out of, or in any way connected with (1) breach of the representations and warranties set forth in Section 2.01, whether prior to or after the Closing; (2) the funding of the costs of the Project; (3) the planning, design, acquisition, site preparation, construction, renovation, equipping, installation, or completion of the Project or any part thereof or the effecting of any work done in or about the Property; (4) any defects, whether latent or patent, in the Improvements; (5) the maintenance, repair, replacement, restoration, rebuilding, upkeep, use, occupancy, ownership, leasing, subletting or operation of the Improvements or any portion thereof; or (6) any act or omission of Developer or any of its agents, concessionaires, contractors, servants, employees, tenants, or invitees ("Permittees"), including without limitation any failure by Developer to perform or comply with any of the covenants, agreements, terms, conditions or limitations of this Contract, but excluding liability caused by the negligence or intentional misconduct of the Indemnified Parties. The Developer shall require any of its Permittees who perform construction work on the Property to agree to indemnify the Indemnified Parties and Developer for Claims with respect to the Permittee's scope of work, excluding negligence or willful misconduct of the party to be indemnified. If any action or proceeding is brought against Seller because of any one or more of the Claims, Developer, at its sole cost and expense, upon written notice from Seller, shall defend that action or proceeding by competent counsel acceptable to Seller.

ARTICLE 7

OBJECTION TO TITLE, FAILURE TO PERFORM

SECTION 7.01 Developer to Deliver Title Report. Developer shall cause a copy of an updated title report from the Title Insurer to be forwarded to Seller within thirty (30) days of the date hereof. Seller shall be entitled to a reasonable period of time of not less than one hundred eighty (180) days to remove any defects in or objections to title noted in such title report and any other defects or objection which may be disclosed on or prior to the Closing Date. Developer shall be deemed to have waived any objections to title if not made within twenty (20) days after receiving the title report.

SECTION 7.02 Developer's Right to Terminate. If Seller is unable to cause title to the Project to be conveyed at the Closing in accordance with the provisions of this Contract, Developer may elect to accept such title as Seller may be able to cause to be conveyed. If Developer shall not so elect, Developer may terminate this Contract upon thirty (30) days' notice to Seller and Seller shall be obligated to return the Earnest Money to Developer. Upon such termination, the Contract shall be null and void and the parties hereto shall be relieved of all further obligations and liability except that the provisions of Section 9.05(e) and Section 6.03 shall survive the closing.

ARTICLE 8 DESTRUCTION, DAMAGE OR CONDEMNATION

SECTION 8.01 General Obligations Law to Control. The provisions of Section 5-1311 of the General Obligations Law shall apply to the sale and purchase provided for in this Contract.

ARTICLE 9 SITE CONDITIONS; INVESTIGATIONS; APPROVALS

SECTION 9.01 As-Is Condition. The Seller is conveying the Property in "as is" condition. The Seller expressly disclaims any warranties or representations whatsoever including without limitation soil conditions, the existence of below-grade foundations (whether or not concealed), environmental conditions, air-quality, or the location of existing underground utilities. Any costs related to abnormal conditions or quality of the subsoil, or to the improvement of the subsoil, or to demotion and removal of any abandoned utilities or improvements, or to the construction of new utilities, or related to hazardous soil conditions in any way whatsoever, will be the responsibility of the Developer.

SECTION 9.02 No Representations. No representation, statement or warranty, express or implied, has been made by Seller as to the condition of the Property, or its permitted use under applicable zoning, building, land use and similar laws, ordinances and regulations. Developer assumes all responsibility for compliance with such use regulations, and Seller shall have no liability or responsibility for any defect in the Property or for any limitations upon the use of the Property.

SECTION 9.03 Developer to Obtain Approvals. Developer, at its sole expense, shall take all actions that it reasonably deems necessary to obtain, and shall make and diligently prosecute all applications for Approvals and Permits. Nothing in this Contract shall be construed as the consent, request, approval, or agreement of Seller, express or implied, by inference or otherwise, to any applications for Approvals and Permits made by Developer to any agency or body of the City, nor any agreement or contract to change, amend, modify, or alter any local law, code, or ordinance of the City or any agency or body of the City.

SECTION 9.04 Zoning and Planning Approvals. The Developer anticipates that the development of the Project as presently contemplated will not require an amendment to the zoning code and/or variances. In the event of any proposed modifications by the Developer to the proposed Project, the Developer understands that the granting of such requests is within the discretion of the applicable governmental body and that nothing in this Contract obligates the City, the Seller, or any other governmental body to provide for such approvals. The Project are to be in conformance with all applicable zoning requirements as they may be so amended.

SECTION 9.05 Environmental and Soil Investigation and Testing.

- (a) Seller grants to Developer the right to conduct an examination to obtain an report or reports by a qualified consultant or consultants (the "Consultants") concerning the presence of any (i) contamination of the Property by hazardous materials; (ii) apparent violation of environmental requirements upon or associated with activities upon the Property; (iii) potential incurrence of environmental damages by the prior or current owner(s) or operator(s) of the Property; or (iv) such other survey, soil, subsoil, geological and engineering investigations as Developer may desire or as may be required by an Governmental Authority which must approve any aspect of the development of the Project.
- (b) Developer may terminate this Contract on or before 180 days after the date of this Contract (but without the right to receive a refund of the Earnest Money) in the event such report indicates the presence of any such matters. Developer shall provide a copy of any such report to Seller.
- (c) Such investigation and testing may include, without limitation, (i) site inspection; (ii) drilling, core sampling, taking of samples for analysis, installing, monitoring and testing devices; (iii) interviews of present occupants of the Property; (iv) a review of public records concerning the Property and other properties in the vicinity of the Property; and (v) a review of aerial photographs of the Property and other evidence of historic land uses.
- (d) The investigation and testing any be performed at any time or times, except that entry upon the Property shall be on reasonable notice, and under reasonable conditions. The Consultants are hereby authorized to enter upon the Property for such purposes and to perform such testing, including drilling, core sampling, and the taking of such other samples as may be necessary to conduct the investigation and testing as required in the opinion of the Consultants. The Consultants may install, and monitor such testing and sampling devices as in their opinion are reasonable and necessary. Seller shall have the right to be present during all testing and sampling and survey work.

- (e) Developer shall pay all costs and expenses of such investigation and testing, and Developer shall indemnify and hold Seller harmless from and against all costs and liabilities relating to Developer's activities. Developer shall further repair and restore any damage to the Property caused by or occurring during Developer's investigation and testing and return the Property to substantially the same condition as existed prior to such entry. Developer and Consultants shall provide evidence of insurance satisfactory to Seller prior to having access to the site.

ARTICLE 10

CLOSING OBLIGATIONS; APPORTIONMENTS

SECTION 10.01 Seller's Closing Obligations. At the Closing, the Seller shall deliver the following to the Developer:

- (a) A quitclaim deed, including the covenant required by Section 13 of the Lien Law, properly executed and in proper form for recording so as to convey the title required by this Contract (including without limitation the right of reverter set forth in Section 11.04).
- (b) A bill of sale conveying, transferring and selling to Developer all right, title and interest of the Seller in and to any Equipment.
- (c) A non-foreign affidavit, properly executed and in recordable form, containing such information as shall be required by Section 1445 of the Internal Revenue Code of 1986, as amended and the regulations issued therefor.
- (d) Such affidavits as Developer's title company shall reasonably require in order to omit from its title insurance policy all exceptions for judgments, bankruptcies or other returns against persons or entities whose names are the same as or similar to the Seller's name.
- (e) A designation agreement designating the "reporting person" for purposes of completing IRS Form 1099-S
- (f) Subject to Permitted Exceptions, possession of the property in the condition required by this Contract.

SECTION 10.02 Developer's Closing Obligations. At the Closing, Developer shall do the following:

- (a) Developer shall deliver to Seller the portion of Purchase Price payable at Closing.
- (b) Developer shall cause the deed to be recorded, duly complete all required real property transfer tax returns and cause all such returned and check in payment of such taxes to be delivered to the appropriate officers promptly after Closing.
- (c) Developer shall deliver a designation agreement designated the "reporting person" for purposes of completing IRS Form 1099-S.

SECTION 10.03 Apportionments. All real estate taxes, school taxes, and utilities with respect to the Property will be apportioned as of the date of Closing Date. Water and sewer charges and sanitation fees will be paid by the Seller to the Closing Date.

ARTICLE 11 DEFAULTS AND REMEDIES

SECTION 11.01 Remedies on Default.

- (a) Termination of Contract by Seller. Upon the occurrence of any default under this Contract by Developer Seller may, at its option, or any time thereafter, give written notice to Developer specifying the default and stating that this Contract shall terminate on the date specified in such notice, which shall be not less than ten (10) days after the date of such notice. Upon the date specified in the notice, this Contract and all rights of Developer under this Contract shall terminate. The termination of this Contract does not relieve Developer of its liability and obligations under Section 9.05(e) and Section 6.03 of this Contract, which shall survive. Upon such termination Seller will retain the Earnest Money as liquidated damages, time being of the essence of this Contract. The termination of this Contract and the retention of the Earnest Money will be the sole remedy available to Seller for such default by Developer and Developer will not be liable for damages or specific performance.
- (b) Termination by Developer. Upon the occurrence of any default by Seller, Developer may, at its option, at any time thereafter, give written notice to Seller specifying the default and stating that this Contract shall terminate on the date specified in such notice, which shall not be less than ten (10) days after the date of such notice. Upon the date specified in the notice, this Contract shall terminate. The termination of this Contract shall not relieve the Developer of its liability and obligations under Section 9.05(e) and Section 6.03 of this Contract, which shall survive. If Seller defaults under this Contract, this provision does not preclude Developer from seeking specific performance of this Contract but Developer shall have no right to seek damages from Seller for Seller's defaults hereunder.

SECTION 11.02 Force Majure. If Seller or Developer shall be delayed, hindered in or prevented from the performance of any act required under this Contract by reason of Force Majure, performance of that act shall be excused for the period of the delay (but not exceeding ninety (90) days) and the period for the performance of the act shall be extended for a period equivalent to the excusable period of the delay (but not to exceed ninety (90) days), provided the party delayed shall give the other party notice and full particulars of the Force Majure within a reasonable time after the event occurs. The provisions of this Section shall not excuse Developer from the prompt payment of amounts due under this Contract.

SECTION 11.03 Cumulative Rights and Remedies. Each right and remedy under this Contract shall be cumulative and shall be in addition to every other right or remedy provided for in this Contract or not or hereafter existing at law or in equity or by statute or otherwise, and the exercise by Seller of any one or more of those rights or remedies shall not preclude simultaneous or later exercise by Seller or any or all other rights or remedies Seller may have.

SECTION 11.04 City's Right of Reverter. The Property shall be developed and used solely for the Project in conformity with the laws, ordinances, codes, rules and regulations of the City of Newburgh and State of New York. The deed will contain provisions stating that the Developer is required to rehabilitate any building on the Property for the Project and bring it into compliance with all State, County and Local standards for occupancy within twenty-four (24) months of the date of the deed. Within such twenty-four (24) month time period the Developer must obtain a Certificate of Occupancy for all buildings on the property for the use stated in the definition of the Project in this Contract. The deed shall require the Developer to schedule an inspection by City officials at or before the end of the twenty-four (24) month period for compliance with the terms of this Contract. If the Developer 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 or entity before a Certificate of Occupancy or Certificate of Compliance is issued for such purposes.

ARTICLE 12 MISCELLANEOUS PROVISIONS

SECTION 12.01 Assignment and Subletting. The Developer and Seller agree that the Developer has been selected by the Seller based on unique and specific qualifications relating to the development of the Project. Prior to the Closing Date, the Developer shall not sell, assign, mortgage or transfer any interest in the Property or this Contract without the prior written consent of the Seller, which shall be at the discretion of the Seller. Notwithstanding, any such assignment, Developer shall remain responsible for the covenants set forth in Article 6. Developer shall be the managing partner or controlling shareholder of any transferee. Any transferee shall have the qualifications and financial responsibility necessary in the determination of the Seller to assure compliance with the obligations of the Developer herein. Any transferee, by instrument in writing satisfactory to the Seller and in recordable form, shall, for itself and its successors and assigns, have assumed all of the obligations of the Developer under this Contract and agreed to be subject to all conditions and restrictions herein.

SECTION 12.02 Entire Agreement; Amendment. This Contract embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated herein, and all prior agreements, understandings, representations and statements, oral or written, are merged into this Contract. Neither this Contract nor any provision hereof may be waived, modified, amended, discharged or termination except by an instrument signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

SECTION 12.03 No Waiver. No waiver by either party hereto of any failure or refusal by the other party hereto to comply with its obligations hereunder shall be deemed a waiver of any other or subsequent failure or refusal by such party to so comply.

SECTION 12.04 Governing Law. This Contract shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 12.05 Recording. Either party shall have the right to record, at its own expense, a memorandum of this Contract.

SECTION 12.06 Captions. The captions in this Contract are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Contract or any of the provisions hereof.

SECTION 12.07 Binding Effect. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs or successors and permitted assigns.

SECTION 12.08 Severability. In the event that any of the provisions, or portions, or applications thereof, of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, Seller and Developer shall negotiate an equitable adjustment in the provision of this contract with a view toward effecting the purpose of this contract, and the validity and enforceability of the remaining provisions or portions, or applications thereof, shall not be affected thereby.

SECTION 12.09 Notices. All notices required or permitted under this Contract shall be in writing and shall be delivered personally, sent by a nationally recognized reputable overnight delivery service, or sent by U.S. First Class certified mail, postage prepaid, return receipt requested, addressed to the following addresses. Notices shall be deemed effective on the earlier of the date of receipt or three business days after the date of mailing. Any party may change its address for the service of notice to the other parties as provided herein.

Developer as follows:

BOM Newburgh LLC

with a copy to:

Seller as follows:

City of Newburgh

Attn: City Manager
City Hall, 83 Broadway
Newburgh, New York 12550
(845) 569-7301

With a copy to

Corporation Counsel
Attn: Michelle Kelson
City Hall, 83 Broadway
Newburgh, New York 12550
(845) 569-7335

or as Developer or Seller shall otherwise have given notice as herein provided.

SECTION 12.10 No Broker. The parties warrant and represent to each other that no broker brought about, or participated in, this Contract or transaction. Seller and Developer shall indemnify and hold one another harmless against all liabilities and expenses (including, without limitation, reasonable attorneys' fees) arising from any claims for brokerage on this transaction.

SECTION 12.11 Project Mortgage. Following the Closing, the Developer intends to obtain a Project Mortgage on the Property provided by a Lending Institution for the construction of the Project.

SECTION 12.12 No Partnership or Joint Venture. This Contract does not create any obligation or relationship such as a partnership, joint venture or other similar legal relationship under the laws of any state or the federal government. Any correspondence or other references to "partners" or other similar terms will not be deemed to alter, amend or change the relationship between the parties hereto unless there is a formal written agreement specifically detailing the rights, liabilities and obligations of the parties as a to new, specifically defined legal relationship.

SECTION 12.13 Obligations of Governmental Agencies. Notwithstanding any statement or representation to the contrary contained herein or in any of the other implementing agreements, the obligations and agreements of the Seller contained herein and in the other implementing agreements and in any other instrument or document executed in connection therewith and any instrument or document supplemental thereto shall be deemed the obligations and agreements of the Seller, and not of any member, officer, agent or employee of the Seller in her or her individual capacity, and the members, officers, agents and employees of the Seller shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby.

SECTION 12.14 Withdrawal of Offer. This Contract shall be deemed withdrawn unless accepted by Seller and a fully executed counterpart of this Contract returned to Developer on or before _____ (30 days from City Council approval).

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

Seller: CITY OF NEWBURGH

By:

Its: City Manager
Per Resolution No.

Developer:

By:

Its:

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

On the _____ day of _____ in the year 2018 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.

Notary Public

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

On the _____ day of _____ in the year 2018 before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same

in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

Notary Public

SCHEDULE "A"
DESCRIPTION OF THE PROPERTY

ALL THAT TRACT OR PARCEL OF LAND, with buildings and improvements thereon erected, situate, lying and being in the City of Newburgh, County of Orange and State of New York, known as 109 South William Street, being more accurately described as Section 45, Block 5, Lot 5 on the Official Tax Map of The City of Newburgh, bounded and described as follows:

SCHEDULE "B"
PERMITTED ENCUMBRANCES

1. Any and all easements for utilities, both public and private, sewers, water lines, streets, and rights-of-way are of record;
2. Such easements, covenants, reservations, encumbrances or restrictions as are of record;
3. All provisions of any zoning and subdivision laws and regulations, and landmark, historic or wetlands designation, and any and all other provisions of municipal ordinances, regulations or public laws;
4. Real estate taxes and assessments that are a lien but not yet due and payable;
5. Any state of facts a survey or personal inspection of the premises would disclose;
6. The rights of reverter described in Section 11.04 of this Contract.

SCHEDULE "C"
PROJECT AND DEVELOPMENT DEADLINES

1. Within thirty (30) days of the execution of this Contract, the Developer shall submit a site plan application to the City of Newburgh Planning Board for the Project meeting the requirements of this Contract.
2. Closing Deadline: No longer than nine (9) months from the execution of this Contract, the Developer shall have applied for and received from the City of Newburgh all Approvals and Permits from the all Government Authorities with jurisdiction and power of approval over the Property required to construct the Project.
3. Commencement Deadline: No longer than three (3) months from the Closing Date, the Developer shall have commenced construction of the Project.
4. Completion Deadline: No longer than eighteen (18) months from the Closing Date, Developer shall have completed construction of the Project and Developer shall have applied to the Building Inspector and Code Compliance Office of the City of Newburgh for a Certificate of Occupancy and no longer than twenty (20) months from the Closing Date shall have obtained a Certificate of Occupancy for the entire Project.

RESOLUTION NO.: 212 - 2018

OF

AUGUST 13, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
A LICENSE AGREEMENT WITH THE NEWBURGH COMMUNITY LAND BANK
FOR USE AND ACCESS TO 182 BROADWAY (SECTION 30, BLOCK 1, LOT 32)
AS A DISPLAY SITE FOR ITS ARTIST IN VACANCY INITIATIVE**

WHEREAS, The Newburgh Community Land Bank, a non-profit organization, has undertaken an Artist in Vacancy program which seeks to transform vacant properties located in its core neighborhood into temporary creative spaces to engage the community and promote the arts in the City of Newburgh;

WHEREAS, The New York and Mexico City-based artist collective, Suzuki Gonzalez, proposes to curate a multimedia installation inspired by retail windows and ethnographic displays and wishes to use the first floor of the building located at 182 Broadway, more accurately described as Section 30, Block 1, Lot 32 on the official Tax Map of the City of Newburgh, as a display location in the City of Newburgh; and

WHEREAS, the proposed art installation requires a license agreement, for use and access to 182 Broadway, a copy of which is attached hereto and made a part of this resolution; and

WHEREAS, this Council has reviewed such license and has determined that entering into the same would be in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the attached license agreement with the Newburgh Community Land Bank to allow access to the first floor of City-owned property located at 182 Broadway (Section 30, Block 1, Lot 32) for the purpose of installing and displaying a temporary art exhibit for public viewing.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, dated as of _____, 2018, by and between:

THE CITY OF NEWBURGH, a New York municipal corporation with offices at 83 Broadway, City Hall, Newburgh, New York 12550 ("City" or "Licensor"); and

THE NEWBURGH COMMUNITY LAND BANK a non-profit corporation with an address of P.O. Box 152, Newburgh, New York 12550 ("Licensee").

WHEREAS, the City is the owner of the property located at 182 Broadway in the City of Newburgh, and more accurately described as Section 30, Block 1, Lot 32 on the official tax map of the City of Newburgh (hereinafter referred to as "the Property"); and

WHEREAS, the Licensee has requested access to the Property for the purpose of undertaking the installation and exhibition of a temporary art exhibit and to sponsor related art and cultural events open to the public;

NOW, THEREFORE, it is hereby agreed between the parties as follows:

Section 1. Grant of License. The City hereby represents that it owns the Property, located at 182 Broadway in the City of Newburgh, and more accurately described as Section 30, Block 1, Lot 32 on the official tax map of the City of Newburgh, and that it has duly authorized this License Agreement. The City hereby grants Licensee a revocable license for Licensee and Licensee's employees, volunteers, agents and contractors, upon the conditions hereinafter stated, the license or privilege of entering upon the first floor of the Property, and taking thereupon such equipment, tools, machinery and other materials as may be necessary, for the purposes of and to install and display a temporary art exhibit for public display and to sponsor other related art and cultural events open to the public referred to herein as the "Work".

Section 2. Use of and Access to 182 Broadway. Entry to the Property is limited to the use of the first floor of the building and access necessary to install and display a temporary art exhibit for public viewing and to sponsor related art and cultural events open to the public. Licensee agrees to do the Work and perform such tasks, including but not limited to cleaning, routine maintenance and painting, in such manner as will comply fully with the provisions of any laws, ordinances or other lawful authority, obtaining any and all permits required thereby. Licensee shall give Licensor no less than forty-eight (48) hours advance notice of its commencement of the Work in or on the Property and shall have duly authorized representatives on-site during all art and cultural events which are open and available to the public. Prior to the expiration of the license, Licensee shall remove all materials related to the art installation and leave the Property in broom clean condition. Licensor shall be responsible for establishing electric service during the term of this License Agreement for which Licensee shall reimburse Licensor for all costs and expenses related to the electric service during the term of this License Agreement.

Section 3. Insurance. The Licensee shall not commence or perform work nor operate machinery under this License Agreement until it has obtained all insurance required under this Section 3 and such insurance has been approved by the City.

A. Workers' Compensation Insurance - The Licensee shall take out and maintain during the life of this agreement such Workers' Compensation Insurance for its employees or members to be assigned to the work hereunder as may be required by New York State Law.

B. General Liability and Property Damage Insurance - The Licensee shall take out and maintain during the life of this agreement such general liability and property damage insurance as shall protect it and the City which shall be named as additional insured on all such policies from claims for damages for personal injury including accidental death, as well as from claims for property damage which may arise from operations under this agreement. The amounts of such insurance shall be as follows:

1. General Liability Insurance in an amount not less than \$1,000,000.00 for injuries including wrongful death to any one person and subject to the same limit for each person, in an amount not less than \$3,000,000.00 on account of any one occurrence.

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

The Licensee shall furnish the above insurance to the City and shall also name the City as an additional named insured in said policies. Such insurance shall be maintained in force during the entire term of this License Agreement.

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

Section 4. Costs and expenses. It is expressly understood that Licensee will be responsible for all costs and expenses related to the Work.

Section 5. Damages. The relation of the Licensee to the City as to the Work to be performed by it under this agreement shall be that of an independent contractor. As an independent contractor, it will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said performances arising out of the negligent performance, other than those wholly caused by Acts of God. The Licensee shall make good any damages that may occur in consequence of the performances or any part of it. The Licensee shall assume all blame, loss and responsibility of any nature by reason of the Licensee's neglect or violation of any federal, state, county or local laws, regulations or ordinances applicable to the Licensee and/or the nature of its performance or arising out of its activities licensed hereby.

Section 6. Defense and Indemnity. Licensee shall defend, indemnify and hold the City harmless against any and all claims, actions, proceedings, and lawsuits arising out of or relating to the access and use of the Property under this License Agreement, excepting gross negligence or misconduct by the City.

Section 7. Term of License. The license or privilege hereby given shall commence August 20, 2018 and shall expire without further notice to either party to the other on October 2, 2018.

Section 8. Assignment of License; No Sub-Licensing. This License may not be assigned or sub-let to any other party.

Section 9. Termination of License. Either party may terminate this license prior to the expiration of the term specified in paragraph 6, with or without cause, on at least ten (10) days prior written notice to the other party. Upon termination by either party, Licensee shall not be entitled to reimbursement of any of its costs, and Licensee and its agents, employees and contractors will restore of the property to a clean and orderly state and in substantially the same condition as existed prior to the granting of this license. The City may terminate this license agreement by five (5) days' written notice when and if in its sole judgment it deems such termination is necessary in the City's sole reasonable discretion.

Section 10. New York Law. This License Agreement shall be construed under New York law and any and all proceedings brought by either party arising out of or related to this License shall be brought in the New York Supreme Court, Orange County.

Section 11. Notices. Notices shall be in writing and shall be deemed properly served when deposited with the United States Postal Service, as certified mail, return receipt requested, bearing adequate postage or being deposited with a reputable overnight courier service for guaranteed next business day delivery and addressed as follows:

- a. If to Licensor:
City of Newburgh
Attn: City Manager
City Hall, 83 Broadway
Newburgh, New York 12550
(845) 569-7301

With a copy to
Corporation Counsel
City Hall, 83 Broadway
Newburgh, New York 12550
(845) 569-7335

- b. If to Licensee:
Newburgh Community Land Bank
Attn:

Section 12. Modification of License Agreement. This License Agreement may not be modified except by a writing subscribed by both parties to this Agreement.

Section 13. It is understood and agreed that no vested right in said premises is hereby granted or conveyed from either party to the other, and that the privileges hereby given are subject to any and all encumbrances, conditions, restrictions and reservations upon or under which the parties held said premises prior to the granting of this license.

WITNESSETH:

THE CITY OF NEWBURGH
LICENSOR

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

NEWBURGH COMMUNITY LAND BANK
LICENSEE

By: _____

Approved as to form:

MICHELLE KELSON
Corporation Counsel

KATHRYN MACK
City Comptroller

RESOLUTION NO. ²¹³_____ - 2018

OF

AUGUST 13, 2018

**A RESOLUTION AUTHORIZING A SIX MONTH EXTENSION OF TIME
TO REHABILITATE THE PREMISES KNOWN AS 31 LIBERTY STREET, W.H.
(SECTION 45, BLOCK 7, LOT 21) IN THE CITY OF NEWBURGH**

WHEREAS, the City of Newburgh did convey the premises located at 31 Liberty Street, W.H., more accurately described as Section 45, Block 7, Lot 21 on the Official Tax Map of the City of Newburgh, by deed dated October 6, 2016; and

WHEREAS, said deed included a provision requiring rehabilitation of the conveyed premises to be completed on or about April 6, 2018; and

WHEREAS, Barbara Hamilton, the owner of property located at 31 Liberty Street, W.H. in the City of Newburgh, has been unable to comply with the deadline, but has attempted a good faith effort and intent to complete the rehabilitation; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh and its future development to grant said extension;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that Barbara Hamilton be granted a six (6) month extension to rehabilitate the premises known as 31 Liberty Street, W.H. in the City of Newburgh; and

BE IT FURTHER RESOLVED; that such rehabilitation must be completed on or before February 13, 2019, that being six (6) months from the date of this Resolution.

RESOLUTION NO. 214 - 2018

OF

AUGUST 13, 2018

**A RESOLUTION AUTHORIZING A ONE YEAR EXTENSION OF TIME
TO REHABILITATE THE PREMISES KNOWN AS 28 COURTNEY AVENUE
(SECTION 48, BLOCK 3, LOT 24) IN THE CITY OF NEWBURGH**

WHEREAS, the City of Newburgh did convey the premises located at 28 Courtney Avenue, more accurately described as Section 48, Block 3, Lot 24 on the Official Tax Map of the City of Newburgh, by deed dated August 31, 2016; and

WHEREAS, said deed included a provision requiring rehabilitation of the conveyed premises to be completed on or about February 15, 2018; and

WHEREAS, Archie Logan, the owner of property located at 28 Courtney Avenue in the City of Newburgh, has been unable to comply with the deadline, but has attempted a good faith effort and intent to complete the rehabilitation; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh and its future development to grant said extension;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that Archie Logan be granted a one (1) year extension to rehabilitate the premises known as 28 Courtney Avenue in the City of Newburgh; and

BE IT FURTHER RESOLVED; that such rehabilitation must be completed on or before August 13, 2019, that being one (1) year from the date of this Resolution.

RESOLUTION NO. 215 - 2018

OF

AUGUST 13, 2018

**A RESOLUTION AUTHORIZING AN EXTENSION OF TIME
TO REHABILITATE THE PREMISES KNOWN AS 120 JOHNSTON STREET
(SECTION 18, BLOCK 10, LOT 1) IN THE CITY OF NEWBURGH**

WHEREAS, the City of Newburgh did convey the premises located at 120 Johnston Street, more accurately described as Section 18, Block 10, Lot 1 on the Official Tax Map of the City of Newburgh, by deed dated June 12, 2015; and

WHEREAS, said deed included a provision requiring rehabilitation of the conveyed premises to be completed on or about December 12, 2016; and

WHEREAS, Mark Epstein, Principal of 120 Johnston Street LLC, the owner of property located at 120 Johnston Street in the City of Newburgh, has been unable to comply with the deadline, but has attempted a good faith effort and intent to complete the rehabilitation; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh and its future development to grant said extension;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that 120 Johnston Street LLC be granted a seven (7) month extension to rehabilitate the premises known as 120 Johnston Street in the City of Newburgh, until March 31, 2019; and

BE IT FURTHER RESOLVED; that such rehabilitation must be completed on or before March 31, 2019.

RESOLUTION NO. 216 - 2018

OF

AUGUST 13, 2018

**A RESOLUTION AUTHORIZING AN EXTENSION OF TIME
TO REHABILITATE THE PREMISES KNOWN AS 127 JOHNSTON STREET
(SECTION 18, BLOCK 2, LOT 21) IN THE CITY OF NEWBURGH**

WHEREAS, the City of Newburgh did convey the premises located at 127 Johnston Street, more accurately described as Section 18, Block 2, Lot 21 on the Official Tax Map of the City of Newburgh, by deed dated October 14, 2015; and

WHEREAS, said deed included a provision requiring rehabilitation of the conveyed premises to be completed on or about April 14, 2016; and

WHEREAS, Mark Epstein, Principal of 120 Johnston Street LLC, the owner of property located at 127 Johnston Street in the City of Newburgh, has been unable to comply with the deadline, but has attempted a good faith effort and intent to complete the rehabilitation; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh and its future development to grant said extension;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that 120 Johnston Street LLC be granted a seven (7) month extension to rehabilitate the premises known as 127 Johnston Street in the City of Newburgh, until March 31, 2019; and

BE IT FURTHER RESOLVED; that such rehabilitation must be completed on or before March 31, 2019.

RESOLUTION NO. 217 - 2018

OF

AUGUST 13, 2018

A RESOLUTION AUTHORIZING EXTENSIONS OF TIME TO REHABILITATE
THE PREMISES KNOWN AS 11 LUTHERAN STREET (SECTION 29, BLOCK 9, LOT 8),
41 LUTHERAN STREET (SECTION 29, BLOCK 3, LOT 12),
141 CHAMBERS STREET (SECTION 18, BLOCK 4, LOT 19) AND
66 JOHNSTON STREET (SECTION 23, BLOCK 7, LOT 21)
IN THE CITY OF NEWBURGH

WHEREAS, the City of Newburgh did convey premises located at 11 Lutheran Street, 41 Lutheran Street, 141 Chambers Street and 66 Johnston Street, more accurately described as Section 29, Block 9, Lot 8, Section 29, Block 3, Lot 12, Section 18, Block 4, Lot 19 and Section 23, Block 7, Lot 21, respectively, on the Official Tax Map of the City of Newburgh, by deeds dated September 23, 2016; and

WHEREAS, said deeds included provisions requiring rehabilitation of the conveyed premises to be completed on or about March 23, 2018; and

WHEREAS, Bentley Meeker of M&N Newburgh Development LLC, the owner of said properties in the City of Newburgh, has been unable to comply with the deadline, but has attempted a good faith effort and intent to complete the rehabilitations; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh and its future development to grant said extensions;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that Bentley Meeker of M&N Newburgh Development LLC be granted the extensions to rehabilitate the aforementioned premises in the City of Newburgh; and

BE IT FURTHER RESOLVED; that such rehabilitations must be completed as set forth below with each date being the respective date from the date of this Resolution:

11 Lutheran Street (6 months): on or before February 13, 2019;
41 Lutheran Street (8 months): on or before April 13, 2019;
141 Chambers Street (3 months): on or before November 13, 2018; and
66 Johnston Street (2 months): on or before October 13, 2018.

RESOLUTION NO.: 218
_____ -2018

OF

AUGUST 13, 2018

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO MAGALY AGUIRRE
TO THE PREMISES KNOWN AS 20 GROVE STREET
(SECTION 26, BLOCK 8, LOT 10)**

WHEREAS, on January 4, 2017, the City of Newburgh conveyed property located at 20 Grove Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 26, Block 8, Lot 10, to Magaly Aguirre; and

WHEREAS, Ms. Aguirre has requested a release of the restrictive covenants contained in said deed; and

WHEREAS, the appropriate departments have reviewed their files and advised that the covenants have been complied with, and recommend such release be granted; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh 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 20 Grove Street, Section 26, Block 8, Lot 10 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 January 4, 2017, from THE CITY OF NEWBURGH to MAGALY AGUIRRE, recorded in the Orange County Clerk's Office on January 25, 2017 in Liber 14171 of Deeds at Page 1548 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
Pursuant to Res. No.: -2018

On the ____ day of _____ in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RESOLUTION NO.: 219 - 2018

OF

AUGUST 13, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A
SATISFACTION OF JUDGMENT AND RELEASES OF RESTRICTIVE COVENANTS
AND RIGHT OF RE-ENTRY IN CONNECTION WITH THE SALE OF THE PREMISES
LOCATED AT 48 CITY TERRACE (SECTION 29, BLOCK 5, LOT 38) AND
50 CITY TERRACE (SECTION 29, BLOCK 5, LOT 39) TO JOSEPH W. ARIANO**

WHEREAS, on May 14, 2018, the City of Newburgh authorized the sale of the premises known as 48 City Terrace (Section 29, Block 5, Lot 38) and 50 City Terrace (Section 29, Block 5, Lot 39) to Joseph W. Ariano; and

WHEREAS, in connection with that sale, a title report revealed an outstanding Judgment against JEMCO LLC, against a prior owner of 50 City Terrace, rendered by the City Court of the City of Newburgh, Index No. HC 2011-787, dated February 2, 2012, in favor of the City of Newburgh in the amount of \$250.00, which Judgment was docketed on March 1, 2012 and the Transcript of Judgment was filed in the Office of the Orange County Clerk on March 16, 2012 in Liber 8117, Page 1395; and

WHEREAS, the title report further revealed unreleased covenants from a deed dated December 17, 2010 and filed in the Office of the Orange County Clerk on December 22, 2010 in Liber 13102, Page 1864 that conveyed 48 City Terrace from the City of Newburgh to Stardust Realty, LLC; and

WHEREAS, the title report further revealed unreleased covenants from a deed dated May 25, 2004 and filed in the Office of the Orange County Clerk on June 7, 2004 in Liber 11520, Page 353 that conveyed 50 City Terrace from the City of Newburgh to JEMCO, LLC; and

WHEREAS, Mr. Ariano, by his attorney, has requested a Release of the aforementioned restrictive covenants and a Satisfaction of the aforementioned Judgment; 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 attached Satisfaction and the attached Releases of Restrictive Covenants.

STATE OF NEW YORK : COUNTY OF ORANGE
CITY COURT : CITY OF NEWBURGH

-----X
THE PEOPLE OF THE STATE OF NEW YORK,

SATISFACTION OF JUDGMENT

Docket No.: HC-2011-787

-against-

JEMCO, LLC
108 South Water Street, unit 4
Newburgh, NY 12550

Defendant.

-----X

WHEREAS, a Judgment was rendered on the 29th day of February, 2012, recovered by the CITY OF NEWBURGH (for the People of the State of New York), against the defendant, JEMCO, LLC, in the above-entitled action for the sum of TWO HUNDRED FIFTY and 00/100 dollars (\$250.00), which judgment was docketed on the 1st day of March, 2012, and duly docketed and entered in the judgment book in the office of the Clerk of the County of Orange on the 16th day of March, 2012 in Liber 8117, Page 1395; and

NOW, Satisfaction of said judgment is hereby authorized and acknowledged, and the Clerk of the County of Orange is hereby authorized and directed to cancel, satisfy, and discharge the same.

Dated: _____, 2018
Newburgh, New York

City of Newburgh

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

**RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY**

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN dollars (\$10.00) 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 48 City Terrace, Section 29, Block 5, Lot 38, 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 17, 2010 from the CITY OF NEWBURGH to STARDUST REALTY, LLC, recorded in the Orange County Clerk's Office on December 22, 2010, in Liber 13102 of Deeds at Page 1864 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2018

THE CITY OF NEWBURGH

By: _____
Michael G. Ciaravino, City Manager
Per Resolution No.: _____-2018

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

On the _____ day of _____ in the year 2018, 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:

**RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY**

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN dollars (\$10.00) 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 50 City Terrace, Section 29, Block 5, Lot 39, 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 May 25, 2004 from the CITY OF NEWBURGH to JEMCO, LLC, recorded in the Orange County Clerk's Office on June 7, 2004, in Liber 11520 of Deeds at Page 353 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2018

THE CITY OF NEWBURGH

By: _____
Michael G. Ciaravino, City Manager
Per Resolution No.: _____-2018

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

On the _____ day of _____ in the year 2018, 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.: ²²⁰_____ -2018

OF

AUGUST 13, 2018

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO SALVATORE RANDAZZO
TO THE PREMISES KNOWN AS 162 FIRST STREET
(SECTION 23, BLOCK 7, LOT 16)**

WHEREAS, on June 12, 1981, the City of Newburgh conveyed property located at 162 First Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 23, Block 7, Lot 16, to Salvatore Randazzo; and

WHEREAS, the premises has subsequently been conveyed multiple times; and

WHEREAS, the current owner is in the process of conveying the premises and the buyers, by their attorney, have requested a release of the restrictive covenants contained in the deed to Salvatore Randazzo; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh and its further development to grant such request;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, 4 and 5 of the aforementioned deed.

**RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY**

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 162 First Street, Section 23, Block 7, Lot 16 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 June 12, 1981, from THE CITY OF NEWBURGH to SALVATORE RANDAZZO, recorded in the Orange County Clerk's Office on December 10, 1981, in Liber 2211 of Deeds at Page 447 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2018

THE CITY OF NEWBURGH

By: _____
Michael G. Ciaravino, City Manager
Pursuant to Res. No.: _____-2018

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

On the ____ day of _____ in the year 2018, 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.: 221-2018

OF

AUGUST 13, 2018

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO 144 TERCERA CORP.
TO THE PREMISES KNOWN AS 130 THIRD STREET
(SECTION 18, BLOCK 9, LOT 13)**

WHEREAS, on November 4, 2016, the City of Newburgh conveyed property located at 130 Third Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 18, Block 9, Lot 13, to 144 Tercera Corp.; and

WHEREAS, Mr. Gibbons, President of 144 Tercera Corp., has requested a release of the restrictive covenants contained in said deed; and

WHEREAS, the appropriate departments have reviewed their files and advised that the covenants have been complied with, and recommend such release be granted; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh to grant such request;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, 4, and 5 of the aforementioned deed.

**RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY**

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 130 Third Street, Section 18, Block 9, Lot 13 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 November 4, 2016, from THE CITY OF NEWBURGH to 144 TERCERA CORP., recorded in the Orange County Clerk's Office on November 28, 2016, in Liber 14142 of Deeds at Page 1464 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2018

THE CITY OF NEWBURGH

By: _____
Michael G. Ciaravino, City Manager
Pursuant to Res. No.: _____ -2018

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

On the ____ day of _____ in the year 2018, 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.



CITY OF NEWBURGH

Building Department

123 Grand Street Newburgh, New York 12550

(845) 569-7400/Fax (845) 569-0096

www.cityofnewburgh-ny.gov

TO: Michele Kelson, Corporation Counsel

FROM: William F. Horton, Assistant Fire Chief/Building Inspector

MEETING DATE: June 20, 2018 |

SUBJECT: 130 Third Street, Release of Restrictive Covenants

With regard to the request related to the release of the restrictive covenants for 130 Third Street owned by James A Gibbons of 144 Tercera Corp., I conducted an inspection of the property on 6/28/2018 and reviewed the building file in the office. Below are my findings:

There are no open code violations on file in the building record.

I observed no violations either on the property or in the building during my most current inspection of the property.

There are no open permits.

There is a valid Certificate of Occupancy on file dated 5/21/2018 for a Three Family Dwelling.

Thank you.





RESOLUTION NO.: 222-2018

OF

AUGUST 13, 2018

**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 152 THIRD STREET
(SECTION 18, BLOCK 10, LOT 9)**

WHEREAS, on December 5, 2002, the City of Newburgh conveyed property located at 152 Third Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 18, Block 10, Lot 9, to Malina Nealis; and

WHEREAS, the attorney for Ms. Nealis has requested a release of the restrictive covenants contained in said deed in order to facilitate a sale of said property to a third party; 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 to grant such request;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, 4, and 5 of the aforementioned deed.

**RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY**

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 152 Third Street, Section 18, Block 10, Lot 9 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated 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 769 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2018

THE CITY OF NEWBURGH

By: _____
Michael G. Ciaravino, City Manager
Pursuant to Res. No.: _____-2018

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

On the ____ day of _____ in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RESOLUTION NO.: _____-2018

OF

AUGUST 13, 2018

**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 152 THIRD STREET
(SECTION 18, BLOCK 10, LOT 9)**

WHEREAS, on December 5, 2002, the City of Newburgh conveyed property located at 152 Third Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 18, Block 10, Lot 9, to Malina Nealis; and

WHEREAS, the attorney for Ms. Nealis has requested a release of the restrictive covenants contained in said deed in order to facilitate a sale of said property to a third party; 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 to grant such request;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, 4, and 5 of the aforementioned deed.

**RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY**

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 152 Third Street, Section 18, Block 10, Lot 9 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated 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 769 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2018

THE CITY OF NEWBURGH

By: _____
Michael G. Ciaravino, City Manager
Pursuant to Res. No.: _____-2018

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

On the ____ day of _____ in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RESOLUTION NO.: 223 - 2018

OF

AUGUST 13, 2018

A RESOLUTION AUTHORIZING THE SETTLEMENT OF A MORTGAGE FROM ELIZABETH OBIE TO THE CITY OF NEWBURGH AND AUTHORIZING THE CITY MANAGER TO EXECUTE A SATISFACTION OF MORTGAGE IN CONNECTION WITH THE PREMISES LOCATED AT 121 THIRD STREET (SECTION 23, BLOCK 4, LOT 3)

WHEREAS, the City of Newburgh ("City") issued a mortgage to Elizabeth Obie in the principal sum of \$5,500.00 for premises located at 121 Third Street (Section 23, Block 4, Lot 3) ("Premises"), dated September 6, 2013, and recorded in the Orange County Clerk's Office on September 24, 2013, in Liber 13652 of Deeds at Page 1446; and

WHEREAS, said mortgage converted into a grant over a period of time provided that, among other things, the owner did not sell, convey, or transfer title to the Premises within 5 years from the issuance of the mortgage; and

WHEREAS, Ms. Obie sold the Premises on or about July 30, 2018, said date being within 5 years from the date of the issuance of the mortgage; and

WHEREAS, the attorney for Ms. Obie has requested settlement of the mortgage in the amount of \$1,100.00, said amount being twenty percent (20%) of the amount of the original mortgage; and

WHEREAS, this Council has determined that settling the mortgage for said amount and issuing and executing a Satisfaction of Mortgage, a copy of which is annexed hereto, is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the mortgage issued by the City to Elizabeth Obie in the principal sum of \$5,500.00 is hereby settled in the amount of \$1,100.00, and the City Manager is hereby authorized to execute the attached Satisfaction in connection with said mortgage.

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT

The City of Newburgh, a municipal corporation with a principal place of business at 83 Broadway, Newburgh, New York 12550;

Does hereby consent that the following mortgage be discharged of record:

MORTGAGE bearing the date of September 6, 2013, made by Elizabeth Obie to the City of Newburgh, given to secure payment of the principal sum of \$5,500.00, and duly recorded in the office of the Orange County Clerk's Office on September 24, 2013, in Liber 13652, Page 1446; and

which Mortgage has not been further assigned of record.

Dated: August ____, 2018

THE CITY OF NEWBURGH

By: _____
Michael G. Ciaravino, City Manager
Pursuant to Res. No.: ____-2018

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

On the ____ day of _____ in the year 2018, 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.

Notary Public

Two thousand thirteen
THIS BOND AND MORTGAGE, made the 6th day of September, ~~nineteen hundred and~~
BETWEEN

Elizabeth Obie having an address of 121 Third Street, Newburgh, NY

herein referred to as the mortgagor,

and the City of Newburgh, existing under the laws of the State of
New York with its principal office for the transaction of
business located at 83 Broadway, City of Newburgh, Orange County,
New York.

herein referred to as the mortgagee,

WITNESSETH, that the mortgagor, does hereby acknowledge himself to be indebted to the mortgagee in the sum of
Five Thousand Five Hundred----- (\$ 5,500.00) Dollars
lawful money of the United States, which the mortgagor does hereby agree and bind himself to repay to the mortgagee

As follows:

a) If within 1 year from the date of this instrument-100% of the amount
b) If within 2 years from the date of this instrument-80% of the amount
c) If within 3 years from the date of this instrument-60% of the amount
d) If within 4 years from the date of this instrument-40% of the amount
e) If within 5 years from the date of this instrument-20% of the amount
f) After 5 years from the date of this instrument, if the mortgagor has
otherwise complied with the terms hereof and has not sold, conveyed, loan
herein shall become a grant and there shall be no obligation on the mortgagor
to pay any part thereof...such percentage amount to be immediately due and
payable within 5 years from the date of this instrument, upon the earliest
to occur of the following events:

- i) Default under term and condition of this bond and mortgage
- ii) Sale or other conveyance of the mortgaged premises to a person
other than a named mortgagor herein; and
- iii) No mortgagor in domicile at the mortgaged premises

to secure the payment of which the mortgagor hereby mortgages to the mortgagee ALL

That certain plot, piece or parcel of land, with the building and
improvements thereon erected, situate, lying and be in the
City of Newburgh, County of Orange, and State of New York and
described as follows:

SECTION 23 BLOCK 4 LOT 3

on the official tax map of the City of Newburgh.

RESOLUTION NO.: 224 - 2018

OF

AUGUST 13, 2018

**A RESOLUTION AUTHORIZING THE SETTLEMENT OF A MORTGAGE FROM
LLOYD G. SANDIFORD AND JENNIFER E. LOEB TO THE CITY OF NEWBURGH AND
AUTHORIZING THE CITY MANAGER TO EXECUTE A SATISFACTION OF
MORTGAGE IN CONNECTION WITH THE PREMISES LOCATED AT
33 CHAMBERS STREET (SECTION 30, BLOCK 4, LOT 17)**

WHEREAS, the City of Newburgh ("City") issued a mortgage to Lloyd G. Sandiford and Jennifer E. Loeb in the principal sum of \$20,300.00 for premises located at 33 Chambers Street (Section 30, Block 4, Lot 17) ("Premises"), dated December 7, 2011, and recorded in the Orange County Clerk's Office on February 16, 2012, in Liber 13292 of Deeds at Page 262; and

WHEREAS, said mortgage converted into a grant over a period of time provided that, among other things, the owner did not sell, convey, or transfer title to the Premises within 10 years from the issuance of the mortgage; and

WHEREAS, the attorney for Mr. Sandiford and Ms. Loeb has requested settlement of the mortgage in the amount of \$10,150.00, said amount being fifty percent (50%) of the amount of the original mortgage; and

WHEREAS, this Council has determined that settling the mortgage for said amount and issuing and executing a Satisfaction of Mortgage, a copy of which is annexed hereto, is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the mortgage issued by the City to Lloyd G. Sandiford and Jennifer E. Loeb in the principal sum of \$20,300.00 is hereby settled in the amount of \$10,150.00, and the City Manager is hereby authorized to execute the attached Satisfaction in connection with said mortgage.

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT

The City of Newburgh, a municipal corporation with a principal place of business at 83 Broadway, Newburgh, New York 12550;

Does hereby consent that the following mortgage be discharged of record:

MORTGAGE bearing the date of December 7, 2011, made by Lloyd G. Sandiford and Jennifer E. Loeb to the City of Newburgh, given to secure payment of the principal sum of \$20,300.00, and duly recorded in the office of the Orange County Clerk's Office on February 16, 2012, in Liber 13292, Page 262; and

which Mortgage has not been further assigned of record.

Dated: August ____, 2018

THE CITY OF NEWBURGH

By: _____
Michael G. Ciaravino, City Manager
Pursuant to Res. No.: ____-2018

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

On the ____ day of _____ in the year 2018, 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.

Notary Public

MORTGAGE SCHEDULE

Title# SUN18-O-802

Mortgage 1 of 1

MORTGAGEE	Lloyd G. Sandiford and Jennifer E. Loeb
MORTGAGOR	City of Newburgh
DATED	12/7/11
RECORDED	2/16/12
AMOUNT	\$20,300.00
LIBER	13292
PAGE	262

ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE

THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE

TYPE IN BLACK INK:

NAME(S) OF PARTY(S) TO DOCUMENT

*Lloyd G. Santjard
Jennifer E. Reeb*
TO
City of Newburgh

SECTION 30 BLOCK 4 LOT 17

RECORD AND RETURN TO:
(name and address)

*City of Newburgh
Department of Planning & Development
City Hall 89 Broadway
Newburgh, NY 12550*



THIS IS PAGE ONE OF THE RECORDING

ATTACH THIS SHEET TO THE FIRST PAGE OF EACH
RECORDED INSTRUMENT ONLY

DO NOT WRITE BELOW THIS LINE

INSTRUMENT TYPE: DEED ☐ MORTGAGE ☒ SATISFACTION ☐ ASSIGNMENT ☐ OTHER ☐

PROPERTY LOCATION

2089 BLOOMING GROVE (TN)
2001 WASHINGTONVILLE (VLG)
2289 CHESTER (TN)
2201 CHESTER (VLG)
2489 CORNWALL (TN)
2401 CORNWALL (VLG)
2600 CRAWFORD (TN)
2800 DEERPARK (TN)
3089 GOSHEN (TN)
3001 GOSHEN (VLG)
3003 FLORIDA (VLG)
3005 CHESTER (VLG)
3200 GREENVILLE (TN)
3489 HAMPTONBURGH (TN)
3401 MAYBROOK (VLG)
3689 HIGHLANDS (TN)
3601 HIGHLAND FALLS (VLG)
3889 MINISINK (TN)
3801 UNIONVILLE (VLG)
4089 MONROE (TN)
4001 MONROE (VLG)
4003 HARRIMAN (VLG)
4005 KIRYAS JOEL (VLG)

4289 MONTGOMERY (TN)
4201 MAYBROOK (VLG)
4203 MONTGOMERY (VLG)
4205 WALDEN (VLG)
4489 MOUNT HOPE (TN)
4401 OTISVILLE (VLG)
4600 NEWBURGH (TN)
4800 NEW WINDSOR (TN)
5089 TUXEDO (TN)
5001 TUXEDO PARK (VLG)
5200 WALKILL (TN)
5489 WARWICK (TN)
5401 FLORIDA (VLG)
5403 GREENWOOD LAKE (VLG)
5405 WARWICK (VLG)
5600 WAWAYANDA (TN)
5889 WOODBURY (TN)
5801 HARRIMAN (VLG)

CITIES

0900 MIDDLETOWN
1100 NEWBURGH
1300 PORT JERVIS
9999 HOLD

NO PAGES 6 CROSS REF.
CERT. COPY ☐ ADD'L X-REF.
MAIN# ☐ PGS.

PAYMENT TYPE: CHECK ☐
CASH ☐
CHANGE ☒
NO FEE ☐

Taxable
CONSIDERATION \$ ☐
TAX EXEMPT ☐

Taxable
MORTGAGE AMT. \$ 20,300
DATE ☐

MORTGAGE TAX TYPE:

(A) COMMERCIAL/FULL 1%
(B) 1 OR 2 FAMILY
(C) UNDER \$10,000
(D) EXEMPT
(E) 3 TO 6 UNITS
(F) NAT. PERSON/CR. UNION
(G) NAT. PER-CR. UN/1 OR 2
(H) CONDO

Donna L. Benson
DONNA L. BENSON
ORANGE COUNTY CLERK

RECEIVED FROM: *Newburgh*

RECORDED/FILED
02/16/2012/ 14:33:44
County Clerk
DONNA L. BENSON
ORANGE COUNTY, NY
FILE # 20120016254
MORT/BK 13292 PG 0262
SER# DC007204 MTAX 0.00
BASIC 0.00
MTA 0.00
SPECIAL 0.00
SPECIAL ASST 0.00
RECORDING FEES 70.00
Receipt#1414052 dab



Two Thousand and Eleven

THIS BOND AND MORTGAGE, made the 7th day of December, nineteen hundred and
BETWEEN Lloyd G Sandiford and Jennifer E Loeb, residing at 33 Chambers
Street, Newburgh, NY 12550

herein referred to as the mortgagor,

and City of Newburgh, existing under the laws of the state of New York
with its principal office for the transaction of business located at
83 Broadway, City of Newburgh, Orange County, New York.

herein referred to as the mortgagee,

WITNESSETH, that the mortgagor, does hereby acknowledge himself to be indebted to the mortgagee in the sum of
Twenty Thousand Three Hundred and 00/100----- (\$20,300.00) Dollars
lawful money of the United States, which the mortgagor does hereby agree and bind himself to repay to the mortgagee

As follows:

- a) If within 1 year from the date of this instrument-100% of the amount
- b) If within 2 years from the date of this instrument-90% of the amount
- c) If within 3 years from the date of this instrument-80% of this amount
- d) If within 4 years from the date of this instrument-70% of the amount
- e) If within 5 years from this date of this instrument-60% of the amount
- f) If within 6 years from this date of this instrument-50% of the amount
- g) If within 7 years from this date of this instrument-40% of the amount
- h) If within 8 years from this date of this instrument-30% of the amount
- i) If within 9 years from this date of this instrument-20% of the amount
- j) If within 10 years from this date of this instrument-10% of the amount
- k) After 10 years from date of this instrument, if the mortgagor has
otherwise complied with the terms hereof and has not sold, conveyed, loan
herein shall become a grant and there shall be no obligation on the
mortgagor to pay any part thereof.

to secure the payment of which the mortgagor hereby mortgages to the mortgagee ALL

that certain plot, piece or parcel of land, with the building and improvements
thereon erected, situate, lying and being in the City of Newburgh, County of
Orange, and State of New York and described as follows:

Section 36, Block 4, Lot 17 on the Official Tax Map of the City of Newburgh.

33 Chambers Street
S/30, B/4, L/17

RESOLUTION NO.: 225 - 2018

OF

AUGUST 13, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A
SATISFACTION IN CONNECTION WITH A MORTGAGE ISSUED TO
DENZIL ALEXANDER AND CELESTINE ALEXANDER AND PADDY M. ALEXANDER
FOR PREMISES LOCATED AT 14 PALATINE AVENUE
(SECTION 13, BLOCK 4, LOT 14)**

WHEREAS, the Newburgh Community Development Agency f/k/a the Newburgh Urban Renewal Agency issued a mortgage to Denzil Alexander, Celestine Alexander and Paddy M. Alexander in the principal sum of \$5,000.00 for premises located at 14 Palatine Avenue (Section 13, Block 4, Lot 14), dated June 30, 1993, and recorded in the Orange County Clerk's Office on July 6, 1993, in Liber 4751 of Deeds at Page 117; and

WHEREAS, the mortgage was fully paid on April 3, 2009 and the mortgagors are entitled to a discharge of record; and

WHEREAS, this Council has determined that issuing and executing a Satisfaction of Mortgage, a copy of which is annexed hereto, as successor in interest to the Newburgh Community Development Agency f/k/a the Newburgh Urban Renewal Agency is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to execute the attached Satisfaction in connection with a mortgage issued to Denzil Alexander, Celestine Alexander and Paddy M. Alexander for premises located at 14 Palatine Avenue (Section 13, Block 4, Lot 14).

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT

The City of Newburgh, as Successor in Interest to the Newburgh Community Development Agency f/k/a the Newburgh Urban Renewal Agency, a municipal corporation with a principal place of business at 83 Broadway, Newburgh, New York 12550;

Does hereby certify that the following mortgage is paid, and does hereby consent that the same be discharged of record:

MORTGAGE bearing the date of June 30, 1993, made Denzil Alexander, Celestine Alexander and Paddy M. Alexander to the Newburgh Community Development Agency f/k/a the Newburgh Urban Renewal Agency, given to secure payment of the principal sum of \$5,000.00, and duly recorded in the office of the Orange County Clerk's Office on July 6, 1993, in Liber 4751 of Deeds at Page 117; and

which mortgage has not been further assigned of record.

Dated: August _____, 2018

CITY OF NEWBURGH

By: Michael Ciaravino, City Manager
Pursuant to Resolution No.:

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

On the _____ day of August, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

Notary Public

RECORD & RETURN TO:

File Edit Query Record Field Window Help



QUERY ONLY MODE

Year:	2009	Period:	4	Trans Date:	04/03/2009	Status:	Posted
Roll Type:	GR	GENERAL RECEIPTS		Batch No:	MAR	#	
Entered By:	MARY	04/03/2009	Trans No:	24188	Source:		
Description:	LOAN PAYMENT, DENZIL ALEXANDER, ACT. #722, CHECK RECEIVED FROM FRISONI & HELLER, ATTORNEYS					Template Reverse	
Attachments							

Receipt Type	Description	Amount	GL
CD03900010	ALEXANDER,DENZIL	6,128.91	*
CD2402	INTEREST INCOME - NOTES RECVB	2,421.96	*

Payor Name:	LOAN PMT - D ALEXANDER	Subtotal:	8,550.87	Payment Breakdown
Customer:	Address	Tax:	0.00	Pay Type: CHECK
Reference:		Total:	8,550.87	Check/Ref No: 2017
Receipt Printer:	HP4200-AP	Amt Paid:	8,550.87	Receipt No: 21257
		Change:	0.00	— Select —

ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE
THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE

PRINT OR TYPE BLACK INK ONLY

DENZIL ALEXANDER and
CELESTINE ALEXANDER and
PADDY M. ALEXANDER

TO

NEWBURGH COMMUNITY DEVELOPMENT AGENCY

SECTION 13 BLOCK 4 LOT 14

RECORD AND RETURN TO:
(Name and Address)

COMMUNITY DEVELOPMENT
CITY HALL, 83 BROADWAY
NEWBURGH, N.Y. 12550

ATTACH THIS SHEET TO THE FIRST PAGE OF EACH
RECORDED INSTRUMENT ONLY.

DO NOT WRITE BELOW THIS LINE

CONTROL NO. 8398 DATE 6-30-93 AFFIDAVIT FILED 19INSTRUMENT TYPE: DEED MORTGAGE SATISFACTION ✓ ASSIGNMENT OTHERBG20 Blooming Grove SERIAL NO. CK3184CH22 Chesler Mortgage Amount \$ 5,000.00 CHECK CASH CHARGECO24 Cornwall Exempt Yes ✓ No ✓ MORTGAGE TAX \$ ExemptCR26 Crawford 3-6 Cooking Units Yes ✓ No ✓ TRANSFER TAX \$ ✓

DP20 Deepark Received Tax on above Mortgage

GO30 Goshen Basic \$ ✓ ED. FUND \$ 6.00GH32 Greenville MTA \$ ✓ RECORD. FEE \$ 17-HA34 Hamptonburgh Spec. Add. \$ ✓ REPORT FORMS \$ ✓HI36 Highlands TOTAL \$ ✓ CERT. COPIES \$ ✓

MK38 Minerva

ME40 Monroe

MY42 Montgomery

MH44 Mount Hope

NT46 Newburgh (T)

NW46 New Windsor

TU60 Tuxedo

WL62 Walkkill

WKG4 Warwick

WAG6 Wawayanda

WOG6 Woodbury

MK09 Middletown

NC11 Newburgh

PJ13 Port Jervis

9999 Hold

MARION S. MURPHY
Orange County Clerk

by: MR. L

ORANGE COUNTY CLERK'S OFFICE S.S.

Recorded on JUL 8 1993at 301 O'clock 2 P.M.In Liber/Film 4751 MTAat page 117 and examined.Marion S. Murphy

County Clerk

RECEIVED

\$ ✓

REAL ESTATE

TRANSFER TAX

ORANGE COUNTY

GOSHEN SEARCHERS INC.
20 SCOTCHTOWN AVENUE
GOSHEN, NEW YORK 10924
POLICE WRITING AGENT FOR
TRW Title Insurance of New York Inc.
OFFICE: 914-294-5110
COUNTY BUILDING: 914-294-5913
NEWBURGH TIE LINE: 914-294-5150
FAX 914-294-9581

LIBER 4751 PAGE 117

ORG 07/06/93 03:01:28 32360 17.00
***** EDUCATION FUND: 5.00 *****
MORTGAGE CNTL NO: 8398 .00 *
***** SERIAL NUMBER: CK003184 *****

M 69-Statutory Form MN.
Bond and Mortgage, with additional clauses.
Individual or Corporation.

JULIUS BLUMBERG, INC. LAW BLANK PURCHASERS

606905

THIS BOND AND MORTGAGE, made the 20th day of June, nineteen hundred and ninety-three

BETWEEN Denzil Alexander and Celestine Alexander and Paddy M. Alexander
715 St. Marks Ave., Apt. 2D
Brooklyn, NY 10216

herein referred to as the mortgagor,

and the NEWBURGH COMMUNITY DEVELOPMENT AGENCY, a public corporate body established under the laws of the State of New York, having its principal office at 83 Broadway City of Newburgh, Orange County, State of New York.

herein referred to as the mortgagee,

WITNESSETH, that the mortgagor, does hereby acknowledge himself to be indebted to the mortgagee in the sum of Five thousand dollars (\$5,000.00) Dollars

lawful money of the United States, which the mortgagor does hereby agree and bind himself to repay to the mortgagee

and to repay the interest on the unpaid amount of this instrument from the date hereof, at the rate of 6% per centum per annum until paid. Both the principal and interest on this instrument are payable on the first day of each month in 60 monthly installments, commencing with a payment of \$112.13 on the first day of July 1998 to the mortgagor and a like sum of \$112.13 on the first day of each and every month thereafter for 59 months when the entire balance of principal remaining due thereon shall become due and payable on July, 2003.

to secure the payment of which the mortgagor hereby mortgages to the mortgagee ALL

ALL that certain place or parcel of land lying, situate and being in the City of Newburgh, County of Orange and State of New York, known and designated as Lot No. R14 and shown on a map titled, "Map of Portion of Englewood" dated April 1958, revised June 1959 and filed in Orange County Clerk's Office on 12 July 1959 as Map No. 1806 and being more particularly described as follows:

south

BEGINNING at a point at the northeasterly intersection of the easterly line of Kennedy Place with the northerly line of Palantine Avenue; and running thence, along the said line of Kennedy Place, N 46° - 06' E 101.41' to a point at the corner of Lot No's R9 and said R14; thence leaving said line and along the division line of Lot No's R9, R10 and R14, S 53° - 27' E 108.32' to a point at the corner of Lot No's R14 and R15; thence along the division line of said Lot No's R14 and R15, S 36° - 33' W 100.0' to a point on the northerly line of aforesaid Palantine Avenue; thence along said line, N 53° - 27' W 125.15' to the point or place of beginning.

BEING the same premises described in that certain deed dated September 20, 1989 made by Orange Trading Realty Corp. to Andrew J. Damiano and Catherine L. E. Damiano, which was recorded in the Orange County Clerk's Office on September 22, 1989 in Liber 3192 of Deeds at page 39.

Section
Block
Lot

14 Palantine Ave.
a.k.a 11 Palantine Ave.

TOGETHER with all right, title and interest, if any, of the mortgagor of, in and to any streets and roads abutting the above-described premises to the center lines thereof.

TOGETHER with all fixtures and articles of personal property now or hereafter attached to, or contained in and used in connection with, said premises, including but not limited to all apparatus, machinery, plumbing, heating, lighting and cooking fixtures, fittings, gas ranges, bathroom and kitchen cabinets, ice boxes, refrigerators, food freezers, air-conditioning fixtures and units, pumps, awnings, shades, screens, storm sashes, arials, plants and shrubbery.

TOGETHER with any and all awards heretofore and hereafter made to the present and all subsequent owners of the mortgaged premises by any governmental or other lawful authorities for taking by eminent domain the whole or any part of said premises or any easement therein, including any awards for any changes of grade of streets, which said awards are hereby assigned to the holder of this bond and mortgage, who is hereby authorized to collect and receive the proceeds of any such awards from such authorities and to give proper receipts and acquittances therefor, and to apply the same toward the payment of the amount owing on account of this bond and mortgage, notwithstanding the fact that the amount owing hereon may not then be due and payable; and the said mortgagor hereby covenants and agrees, upon request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning the aforesaid awards to the holder of this bond and mortgage, free, clear and discharged of any and all encumbrances of any kind or nature whatsoever.

AND the mortgagor covenants with the mortgagee as follows:

1. That the mortgagor will pay the indebtedness as hereinbefore provided.
2. That the mortgagor will keep the buildings on the premises insured against loss by fire for the benefit of the mortgagee; that he will assign and deliver the policies to the mortgagee; and that he will reimburse the mortgagee for any premiums paid for insurance made by the mortgagee on the mortgagor's default in so insuring the buildings or in so assigning and delivering the policies.
3. That no building on the premises shall be removed or demolished without the consent of the mortgagee.
4. That the whole of said principal sum and interest shall become due at the option of the mortgagee; after default in the payment of any installment of principal or of interest for twenty days; or after default in the payment of any tax, water rate, sewer rent or assessment for thirty days after notice and demand; or after default after notice and demand either in assigning and delivering the policies insuring the buildings against loss by fire or in reimbursing the mortgagee for premiums paid on such insurance, as hereinbefore provided; or after default upon request in furnishing a statement of the amount due on the bond and mortgage and whether any offsets or defenses exist against the mortgage debt, as hereinafter provided.
5. That the holder of this bond and mortgage, in any action to foreclose it, shall be entitled to the appointment of a receiver.
6. That the mortgagor will pay all taxes, assessments, sewer rents or water rates, and in default thereof, the mortgagee may pay the same.
7. That the mortgagor within six days upon request in person or within fifteen days upon request by mail will furnish a written statement duly acknowledged of the amount due on this bond and mortgage and whether any offsets or defenses exist against the mortgage debt.
8. That notice and demand or request may be in writing and may be served in person or by mail.
9. That the mortgagor warrants the title to the premises.
10. That the mortgagor will, in compliance with Section 13 of the Lien Law, receive the advances secured hereby and will hold the right to receive such advances as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.
11. That fire insurance policies which are required by paragraph No. 2 above shall contain the usual extended coverage endorsement; in addition thereto the mortgagor, within thirty days after notice and demand will keep the buildings on the premises insured against loss by other insurable hazards for the benefit of the mortgagee, as may reasonably be required by the mortgagee; that he will assign and deliver the policies to the mortgagee; and that he will reimburse the mortgagee for any premiums paid for insurance made by the mortgagee on the mortgagor's default in so insuring or in so assigning and delivering the policies. The provisions of subdivision 4, of Section 254 of the Real Property Law, with reference to the construction of the fire insurance clause, shall govern the construction of this clause so far as applicable.
12. That in case of a sale, said premises, or so much thereof as may be affected by this bond and mortgage, may be sold in one parcel.
13. That in the event of any default in the performance of any of the terms, covenants or agreements herein contained, it is agreed that the then owner of the mortgaged premises, if he is the occupant of said premises or any part thereof, shall immediately surrender possession of the premises so occupied to the holder of this bond and mortgage, and if such occupant is permitted to remain in possession, the possession shall be as tenant of the holder of this bond and mortgage and such occupant shall, on demand, pay monthly in advance to the holder of this bond and mortgage a reasonable rental for the space so occupied and in default thereof, such occupant may be dispossessed by the usual summary proceedings. In case of foreclosure and the appointment of a receiver of rents, the covenants herein contained may be enforced by such receiver.

14. That the whole of said principal sum shall become due at the option of the mortgagee after default for thirty days after notice and demand, in the payment of any instalment of any assessment for local improvements heretofore or hereafter laid, which is or may become payable in annual instalments and which has affected, now affects or hereafter may affect the said premises, notwithstanding that such instalment be not due and payable at the time of such notice and demand, or upon the failure to exhibit to the mortgagee, within thirty days after demand, receipts showing payment of all taxes, assessments, water rates, sewer rents and any other charges which may have become a prior lien on the mortgaged premises.

15. That the whole of said principal sum shall become due at the option of the mortgagee, if the buildings on said premises are not maintained in reasonably good repair, or upon the failure of any owner of said premises to comply with the requirement of any governmental department claiming jurisdiction within three months after an order making such requirement has been issued by any such department.

16. That in the event of the passage after the date of this mortgage of any law of the State of New York, deducting from the value of land for the purposes of taxation any lien thereon, or changing in any way the laws for the taxation of mortgages or debts secured by mortgage for state or local purposes, or the manner of the collection of any such taxes, so as to affect this bond and mortgage, the holder of this bond and mortgage and of the debt which it secures, shall have the right to give thirty days' written notice to the owner of the mortgaged premises requiring the payment of the mortgage debt. If such notice be given the said debt shall become due, payable and collectible at the expiration of said thirty days.

17. That the whole of said principal sum shall immediately become due at the option of the mortgagee, if the mortgagor shall assign the rents or any part of the rents of the mortgaged premises without first obtaining the written consent of the mortgagee to such assignment, or upon the actual or threatened demolition or removal of any building erected or to be erected upon said premises.

18. That if any action or proceeding be commenced (except an action to foreclose this bond and mortgage or to collect the debt secured thereby), to which action or proceeding the holder of this bond and mortgage is made a party, or in which it becomes necessary to defend or uphold the lien of this mortgage, all sums paid by the holder of this bond and mortgage for the expense of any litigation to prosecute or defend the rights and lien created by this bond and mortgage (including reasonable counsel fees), shall be paid by the mortgagor, together with interest thereon at the rate of six per cent. per annum, and any such sum and the interest thereon shall be a lien on said premises, prior to any right, or title to, interest in or claim upon said premises attaching or accruing subsequent to the lien of this mortgage, and shall be deemed to be secured by this bond and mortgage. In any action or proceeding to foreclose this mortgage, or to recover or collect the debt secured thereby, the provisions of law respecting the recovering of costs, disbursements and allowances shall prevail unaffected by this covenant.

19. That the whole of said principal sum shall immediately become due at the option of the mortgagee upon any default in keeping the buildings on said premises insured as required by paragraph No. 2 or paragraph No. 11 hereof, or if after application by any holder of this bond and mortgage to two or more fire insurance companies lawfully doing business in the State of New York and issuing policies of fire insurance upon buildings situate in the place where the mortgaged premises are situate, the companies to which such application has been made shall refuse to issue such policies, or upon default in complying with the provisions of paragraph No. 11 hereof, or upon default, for five days after notice and demand, either in assigning and delivering to the mortgagee the policies of fire insurance or in reimbursing the mortgagee for premiums paid on such fire insurance as heretofore provided in paragraph No. 2 hereof.

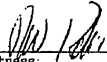
20. The mortgagor shall, upon the property being found in violation of any building, housing, plumbing, electrical, fire or other code of the City of Newburgh, immediately pay to the mortgagee the full principal amount of the note.

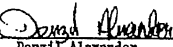
If more than one person joins in the execution of this instrument, and if any of the feminine sex, or if this instrument is executed by a corporation, the relative words herein shall be read as if written in the plural, or in the feminine or neuter gender, as the case may be, and the words "mortgagor" and "mortgagee" where used herein shall be construed to include their and each of their heirs, executors, administrators, successors and assigns.

This bond and mortgage may not be changed orally.

IN WITNESS WHEREOF, this bond and mortgage has been duly executed by the mortgagor.

IN PRESENCE OF:


Witness


Denzil Alexander

BOOK 4751 PAGE 120


Celestine Alexander


PADDY M. ALEXANDER

STATE OF NEW YORK
COUNTY OF Orange

On the 30th day of June 19 93,
before me came Denzil Alexander

and Paddy M. Alexander;
to me known to be the individual described in, and who executed
the foregoing instrument, and acknowledged that they executed
the same.

[Signature]

ROBERT W. KELSO
Notary Public, Orange County
Reg. No. 4820083
My Comm. Expires Dec. 31, 1994

STATE OF NEW YORK
COUNTY OF

On this day of 19 ,
before me came
to me known, who, being by me duly sworn, did depose and say
that he resides at No.

; that he is the

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

STATE OF NEW YORK
COUNTY OF Orange

On the 30th day of June 19 93,
before me came Celestine Alexander

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

[Signature]

ROBERT W. KELSO
Notary Public, Orange County
Reg. No. 4820083
My Comm. Expires Dec. 31, 1994

STATE OF NEW YORK
COUNTY OF

On the day of 19 ,
before me came
the subscribing witness to the foregoing instrument, with whom I
am personally acquainted, who, being by me duly sworn, did depose
and say that he resides at

in , that he knows
to be the individual described in, and who executed, the foregoing
instrument; that he, said subscribing witness, was present and saw
execute the same; and that he, said witness, at the
same time subscribed his name as witness thereto.

LIBR 4751 PAGE 121

No. _____
Denzil Alexander and
Celestine Alexander
and Paddy M. Alexander
TO
Newburgh Community Development
Agency

Bond and Mortgage

Dated, June , 1993
Amount, \$ _____
Due, _____, 19____
Int. Payable _____

The land affected by the within instrument lies
in _____

Record and return to
Community Development
City Hall, 83 Broadway
Newburgh, NY 12550

RESOLUTION NO.: 226 - 2018

OF

AUGUST 13, 2018

**RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT
A SFY 2018-2019 NEW YORK STATE SENATE INITIATIVE GRANT
FROM SENATOR WILLIAM LARKIN IN THE AMOUNT OF \$100,000.00
WITH NO CITY MATCH FOR POLICE-COMMUNITY RELATIONS**

WHEREAS, the City of Newburgh received a Grant Award through the New York State Department of Criminal Justice Services in the amount of \$100,000.00 from Senator Larkin under the SFY 2018-2019 New York State Senate Initiative; and

WHEREAS, the City of Newburgh will use the funding for police-community relations by supporting overtime and supplies for police-community events throughout the City; and

WHEREAS, such funding requires no City match; and

WHEREAS, this Council has determined that applying for such grant and accepting if awarded is in the best interests of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and is hereby authorized to accept a SFY 2018-2019 New York State Initiative Grant from Senator William Larkin in the amount of \$100,000.00 with no City match required for police-community relations, with the appreciation and thanks of the City of Newburgh; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the program funded thereby.

RESOLUTION NO.: 227 - 2018

OF

AUGUST 13, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
AMENDMENT NO. 2 TO THE AGREEMENT WITH THE NEW YORK STATE
DEPARTMENT OF ENVIRONMENTAL CONSERVATION TO EXTEND THE TERM OF
THE AGREEMENT FOR REIMBURSEMENT OF THE COST OF
WATER PURCHASED FROM THE NEW YORK CITY CATSKILL AQUEDUCT**

WHEREAS, perfluorooctane sulfonic acid (PFOS) has been detected in the City of Newburgh's water supply at levels in excess of the Environmental Protection Agency's recently released lifetime health advisory level; and

WHEREAS, there is a need to provide a temporary alternate source of drinking water to residents of the City of Newburgh, which has access to New York City's Catskill Aqueduct as a backup source of drinking water; and

WHEREAS, by Resolution No. 204-2016 of August 8, 2016, the City Council of the City of Newburgh authorized the City Manager to enter a Contract with the New York State Department of Environmental Conservation (the "Contract") for reimbursement for the actual cost of water purchased from the New York City Catskill Aqueduct; and

WHEREAS by Resolution No. 326-2017 of November 27, 2017, the City Council authorized Amendment No. 1 to the Contract because the need for the temporary alternate source of drinking water was anticipated to extend past the original end date of the Contract; and

WHEREAS, the need to for the temporary alternate source of drinking water is anticipated to extend past the amended end date of Amendment No. 1 to the Contract and the City Council of the City of Newburgh has determined that further extending the term of Contract with the Department of Environmental Conservation for reimbursement of the costs associated with providing a temporary alternate source of drinking water to City residents through the New York City Catskill Aqueduct is in the best interest of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to enter Amendment No. 2 to the Contract with the New York State Department of Environmental Conservation to further extend the term of the Contract for reimbursement for the actual cost of water purchased from the New York City Catskill Aqueduct.

BUSINESS UNIT: DEC01
DEPARTMENT ID: 3350000

CONTRACT NO. C010219
AMENDMENT NO. 2

CONTRACT AMENDMENT
between
STATE OF NEW YORK DEPARTMENT OF ENVIRONMENTAL CONSERVATION
and
CITY OF NEWBURGH

THIS AMENDMENT, entered into by and between the State of New York Department of Environmental Conservation (hereinafter referred to as the Department), having offices at 625 Broadway, Albany, New York 12233, and City of Newburgh (hereinafter referred to as the Newburgh), with offices at 83 Broadway, Newburgh, New York 12550 is hereby attached to and becomes incorporated into the above referenced contract.

WITNESSETH:

WHEREAS, the parties entered into a prior Contract which was duly assigned Contract Number C010219 (and amended on January 31, 2017) which said Contract the parties now desire to amend and extend;

WHEREAS, both parties originally agreed the Department would reimburse Newburgh for the costs of temporary alternative sources of drinking water for the residents of Newburgh; and

WHEREAS, the need for the temporary alternate source of drinking water will extend past the previously amended end date of the Contract; and

WHEREAS, the Contract provides for extending the Contract in Article 3: Term.

NOW THEREFORE, the parties hereto agree as follows:

1. Article 3 is revised by extending the end date of the Contract to October 31, 2019.
2. All other terms and conditions of Contract # C010219, as amended will remain in full force and effect.

SIGNATURE PAGE

BUSINESS UNIT: DEC01
DEPARTMENT ID: 3350000

CONTRACT NO. C010219
AMENDMENT NO. 2

Department Certification "In addition to the acceptance of this Contract Amendment, I also certify that original copies of this signature page will be attached to all other exact copies of the subject Contract."

CONTRACTOR SIGNATURE	DEPARTMENT SIGNATURE
By:	By:
Print Name:	Print Name:
Title:	Title:
Dated:	Dated:

Contractor Acknowledgement
State of _____)
_____) ss.:
County of _____)
On the _____ day of _____ in the year _____, before me, the undersigned notary public, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.
_____ Notary Public

ATTORNEY GENERAL'S SIGNATURE	COMPTROLLER'S SIGNATURE
	Approved: Thomas P. DiNapoli State Comptroller
Dated:	Dated:

RESOLUTION NO.: 228 - 2018

OF

AUGUST 13, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR
AND ACCEPT IF AWARDED A CITIES FOR RESPONSIBLE INVESTMENT AND
STRATEGIC ENFORCEMENT PHASE II GRANT FROM
ENTERPRISE COMMUNITY PARTNERS, INC.
FOR TECHNICAL ASSISTANCE TO FACILITATE CAPACITY BUILDING
IN CODE ENFORCEMENT STRATEGIES THROUGH
THE OFFICE OF THE NEW YORK STATE ATTORNEY GENERAL**

WHEREAS, by Resolution No. 121-2017 of May 8, 2017, the City of Newburgh was awarded a Cities for Responsible Investment and Strategic Enforcement (“Cities RISE”) Phase One grant for a comprehensive asset management data platform and technical expertise to facilitate implementation from the Office of the New York State Attorney General through Local Initiatives Support Corporation; and

WHEREAS, the City of Newburgh is eligible to apply for a Cities RISE Phase II grant from Enterprise Community Partners, Inc. for two-year long, intensive organizational development process focused on building the capacity of municipalities to make significant progress in their code enforcement strategies through data-driven innovations, change management, and community engagement support, with \$50,000.00 to support the process; and

WHEREAS, participating cities will develop new practices to address problem properties and code enforcement challenges in the municipality and will work with multiple stakeholders in the community and in their own organization to generate input and feedback to inform the development of a new and better approach; and

WHEREAS, cities will have the opportunity to apply for an innovation grant to develop and implement these changes and throughout the two years of the program, participating cities will receive support to diagnose their code enforcement challenges, identify opportunities for innovation, navigate the obstacles change, and plan, implement and evaluate the effectiveness of the new approach;

WHEREAS, this Council has determined that making such application and accepting such grant if awarded is in the best interests of the City of Newburgh and its further development; and

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 apply for and accept if awarded a Cities for Responsible Investment and Strategic Enforcement (“Cities RISE”) Phase II grant from Enterprise Community Partners, Inc. for technical assistance to facilitate capacity building in code enforcement strategies through the Office of the New York State Attorney General; and that the City Manager is authorized to execute all such documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.

*Cities for Responsible Investment and Strategic
Enforcement (Cities RISE)
Phase II*

**Request for Applications
2018 – 2020**



CITIES RISE – PHASE TWO
REQUEST FOR APPLICATIONS (“RFA”)

Application Submission and Due Dates: The applicant is responsible for ensuring completion by 11:59pm EST on August 3rd, 2018. All applications should be submitted electronically through [SlideRoom](#). Please do not email any part of the application; only what is submitted through SlideRoom will be considered part of the application. The projected date for notice of awards for this Request for Applications (RFA) is September 5th, with awardees required to countersign and return required documentation by October 1st. Enterprise Community Partners, Inc. (Enterprise) in its discretion may extend the application deadline.

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1. RFA INFORMATION

I. Background

Municipalities in New York State face a number of pervasive challenges related to problem properties and supporting housing quality standards for occupied properties. Vacant and blighted properties, tax delinquencies, and noncompliant landlords have had a negative impact on communities by reducing quality of life for their residents, creating physical hazards, public health problems or public nuisances, lowering surrounding property values, and, when properties are abandoned, leaving neighbors feeling unsafe, neglected and disempowered. The housing crisis has compounded these challenges, leaving under-resourced municipalities scrambling to effectively address housing problems and community concerns, including strategically and equitably deploying code enforcement which can disproportionately affect low-income communities. In the face of budget constraints, municipalities are tasked with doing more with less to address these housing challenges.

Cities RISE is equipping municipalities with tools and techniques to better diagnose these problems, create more effective and efficient interventions and programs, and improve systems and processes to foster innovation and leverage resources to make a positive, equitable impact on their communities.

Currently, Cities for Responsible Investment and Strategic Enforcement (“Cities RISE”) is providing 16 New York State municipalities with easy-to-use technology that coordinates, maps, and analyzes disparate sources of data with the goal of facilitating effective, equitable strategies to spur housing and community revitalization.

Phase I of Cities RISE provided technology and consulting support to empower local governments to make improvements in data integration and analytics as well as in equitable policy and practices.

Phase II is a two-year long, intensive organizational development process focused on building the capacity of up to 10 municipalities to make significant progress in their code enforcement strategies through data-driven innovations, change management and community engagement support. Participating cities will develop new practices (e.g. improvements to operations, policy changes, innovative programs) to address problem properties and code enforcement challenges in the municipality. They will work with multiple stakeholders in the community and in their own organization to generate input and feedback to inform the development of a new and better approach. Finally, cities will have the opportunity to apply for an innovation grant to develop and implement these changes. Throughout the two years of the program, participating cities will receive support to diagnose their code enforcement challenges, identify opportunities for innovation, navigate the obstacles change, and plan, implement and evaluate the effectiveness of the new approach.

The goal of Phase II of the program is to enable and support participants in the development and implementation of new approaches to problem properties and code enforcement challenges that produce positive social outcomes, including:

- Fewer problem properties and fewer at-risk properties
- Higher code compliance rates
- Safer, healthier, higher quality living conditions for residents
- Greater sense of belonging, ownership and empowerment in neighborhoods

- More efficient operations and reduced cost of interventions
- Increased tax collection and payment of utility bills

In addition to the development of a more effective, efficient and equitable enforcement strategy, Phase II participants will benefit from leadership development at multiple levels of the municipality, modernization of organizational infrastructure, increased civic engagement and improved relationships with the community. The ten cities will be part of a community of practice and engage in deep learning from their own experimentation, from each other, and from the consultants, coaches and faculty.

Innovations that municipalities could explore through Phase II include, but are not limited to: deepening data use to detect early stage code issues; conducting joint inspections by multiple departments, and; using behavioral insights to address non-compliant absentee landlords. The nature, size, causes and consequences of the problem vary from municipality to municipality, and there is not one recipe for success. Phase II will help each municipality assess its own situation and develop or adopt solutions that match its specific challenges.

Cities Rise Phase II will require the participation and full commitment of the Chief Executive (mayor, municipal manager or town administrator) of the municipality as well as participation of all key stakeholders involved in code enforcement, defined broadly. The program has three contributing support teams: Harvard University's John F. Kennedy School of Government (Harvard), the Hester Street Collaborative (Hester Street), and Tolemi. They will offer cities a well-integrated program of support with streamlined communications and a clear path of action.

Cities are expected to make this innovation process a priority, set ambitious, but realistic goals and designate a well-positioned official as project lead.

This Request for Applications (RFA) seeks applicants for Phase II of Cities RISE. The funding for this program was recovered by the Office of the New York State Attorney General as the result of bank settlements related to the housing crisis.

This RFA is for Phase II of the program. Only municipalities currently participating in Phase I are eligible to apply for this RFA.

II. Program Structure

Phase II will be comprised of three integrated and coordinated components:

- **Learning, Experimentation and Change Management.** Tolemi and Harvard will work together to provide municipalities with technical support, advice and training to leverage data and evidence in operational work and policy-making. Over the first six months of the program, municipalities will review their current practice, articulate their strategic goals, and identify opportunities for improvement and innovation. This work builds on the work done, lessons learned, and data collected in Phase I and helps the cities prepare for an Executive Education Program at Harvard in the spring of 2019.

Full participation in the two-and-a-half day residential leadership training at Harvard University (Cambridge, Massachusetts) is required. This custom-designed, practice-oriented and highly engaging and interactive workshop for mayors/municipal managers and their taskforces/departments heads has three purposes:

1. Educating participants about data-driven interventions and evidence-based policy, strategic code enforcement and preventative approaches, cross-silo and cross-sector collaboration, and performance leadership.
2. Team building for participating municipalities: municipal delegations will bond, learn and strategize together and leave inspired and with more focus, alignment and sense of common purpose.
3. Preparing for innovation in practice: participants will build on an intensive community engagement process (see below) to refine practices they would like to implement, identify key challenges and obstacles, and commit to experimentation and learning.

In the 18 months following the executive education program, Harvard and Tolemi will continue to support municipalities in their efforts to develop, implement and evaluate new, data-driven interventions to identify and deal with problem properties. Harvard will also offer individual support to municipalities in navigating barriers to innovation and organizational change, monitor progress and facilitate learning among the participating cities. Throughout the 24 months Harvard will help cities learn from their own data and experiments as well as from each other through in person visits, conference calls, the executive program and academic and practice-oriented publications that document the lessons learnt.

The executive education program requires participation from 4-5 senior staff, including the mayor or executive of each participating municipality. A senior staff member with the mandate to coordinate across departmental boundaries on the mayor's / executive's authority must commit to be the contact person for the Cities RISE program partners on an ongoing basis, including hosting site visits and participating in monthly calls.

- **Civic Engagement and Innovation:** Participating municipalities will work closely with Hester Street to meaningfully engage local stakeholders in the process of developing and implementing innovative and equitable code enforcement strategies, with emphasis on reaching traditionally underrepresented and marginalized populations such as low-income communities, communities color, recent immigrants, undocumented persons, families with young children and seniors.

Each participant will receive technical assistance from Hester Street to manage a 6-month engagement process that includes: a) gathering input and understanding of community priorities b) collectively generating potential solutions to advance equitable code enforcement and c) soliciting community input on potential projects that can be piloted or advanced through the Innovation and Implementation Grant process.

Hester Street will advise and provide training, and one-on-one support to each municipality to: structure a feasible and effective community engagement process; strengthen and deepen community partnerships; support meaningful and inclusive engagement of local stakeholders; build the collaborative capacity of municipal agencies and key stakeholders, and; equip grantees with the engagement, planning and evaluation tools they need to develop creative, implementable programs that are responsive to diverse community needs.

Each municipality will be expected to regularly engage a variety of local stakeholders throughout the project – from key community-based organizations to business owners to the public at large. Engagement strategy and structure will vary by municipality; however, the expectation is that grantees commit to an intensive and authentic

engagement process. That process could include, for example, monthly meetings with a previously convened government/community advisory board, an online survey, 2 large-scale public meetings and 3 population or issue-specific focus groups.

The goals of the engagement are to:

1. Get a deeper understanding of and community perspective on the particular problems regarding problem properties and code enforcement in the neighborhoods.
2. Get input, advice and ideas with regards to how current government interventions, operations, communications, programs, policies and ordinances might be improved
3. Build support for the new, innovative approach that the city will develop to address the problem, including the innovations that the city seeks to include in the Innovation and Implementation Grant proposal;
4. Increase civic engagement; improve municipality/community relations, paving the way for new and stronger government/community partnerships; increase transparency and accountability, and; develop the skills and structures for future government-led community engagement and collaboration.

Innovation and Implementation Grants: At the outset of Phase II, each participating municipality will receive a \$50,000 grant to fund a portion of staff time to implement the program and will additionally receive funding to compensate community participants.

During the course of Phase II, municipalities will leverage the Tolemi platform, the Harvard support and the Hester Street community engagement process to develop a code enforcement strategy eligible for an innovation grant of between \$500,000 and \$1,000,000. Innovation grants can be used to implement or pilot aspects of strategic and equitable code enforcement such as experimenting with data-driven, risk-based inspection schedules, building capacity to undertake joint inspections, build better links between enforcement activities and human services, strengthening cross-sector code enforcement partnerships, and engaging in other proactive and community driven code enforcement projects. Requests for grant funds must be undertaken collaboratively with community stakeholders.

III. Performance Requirements

Municipalities receiving a Phase II award will be expected to:

1. Ensure the participation of the mayor, municipal manager or administrator and up to five municipal leaders in the Executive Education session at Harvard.
2. Dedicate the time of at least one senior-level municipal representative (e.g. senior advisor to the mayor, department head, chief of staff, chair of the problem property taskforce) to actively coordinate all efforts and communications for a period of 24 months. This will take approximately 10 hours of this person's time if the person can delegate specific tasks, such as organizing meetings, developing specific plans, etc. to other people. If the person cannot delegate to others, the effort is likely to be 20 hours per week.
3. Dedicate approximately 20- 25% of another senior-level municipal staff's time to serve as the point person to lead and manage the Civic Engagement process and Innovation

Grant request throughout the grant term. Submit quarterly narrative grant reports on program progress and challenges.

2. GRANTEE APPLICATION

Applications will be evaluated based on evaluation criteria outlined in this RFA. Applications will first be examined for completeness. All complete applications will be reviewed for eligibility and only complete, eligible applications will be evaluated.

I. Eligibility Information

A. Minimum Eligibility Criteria

To respond to this RFA, municipalities must meet the following minimum eligibility criteria:

1. **Phase I Participation**: Phase II participation is open only to participants of Cities RISE Phase I. Applicants must demonstrate that they have been actively leveraging BuildingBlocks in their code enforcement activities, participating in Cities RISE webinars, engaging with Spruce Technology and Tolemi, and working on improving their code enforcement strategies. For example, there should be a significant number of automatically uploaded datasets integrated in Building Blocks, including code violations, 311 calls (if applicable), assessor's database, fire department data, police data, tax collection data, and other key data sets).
2. **Management and Staffing**: The project proposal must have the active support and involvement of the highest-ranking municipal official(s)—the chief executive officer of the local government—which may be the mayor and/ or the city/ town manager. A senior staff person must be assigned as primary contact and coordinator. Additionally, the applicant must demonstrate that it will dedicate sufficient personnel to staff the additional program responsibilities.
 - As part of the application process, there will be a phone call between municipality's chief executive officer and Enterprise, Harvard, and Hester Street to discuss how the program might help the municipality accomplish its goals. The phone call will be scheduled in July or August of 2018.
3. **Community Partnerships**: The applying municipality must demonstrate a commitment to working in partnership with a diverse range of stakeholders.

B. Preferences

Applications that meet the following criteria will receive priority:

1. **Need**: This program is intended to support municipalities with comparatively high levels of community and property distress as demonstrated by publicly accessible metrics. Indicators could include but are not limited to:
 - High poverty rates, either overall or in neighborhood concentrations.
 - A high percentage of the municipality's housing stock with significant numbers of code violations related to health and safety and/or is vacant and abandoned.
 - High bank foreclosure rate, tax foreclosure rates, or other financial signals of distress.

2. **Community Impact:** Competitive applications will demonstrate a history of focusing on improving housing conditions for vulnerable populations and minimizing displacement, or if there is no extensive history, specific steps that the applicant has been taking using BuildingBlocks and assistance from consultants provided through Phase I, to achieve these outcomes. To participate in the program, applicants must be prepared to fully embrace the goal of using data to create or update a strategy to target housing resources in both an efficient and equitable way.
3. **Strategic Priority:** Preference will be given to cities with a chief executive that has a track record of and/or a demonstrated commitment to innovation and driving government performance to tackle social problems. If the Chief Executive is term limited and nearing the end of her/his term, the applicant needs to address the issue of leadership transition.
4. **Staff Support:** Preference will be given to municipalities that commit a comprehensive, intra-departmental team or task force to support the senior staff lead.
5. **Sustainability:** Competitive applications will demonstrate how the municipality will ensure long term sustainability—both financially and operationally—of the data and management systems put in place by this program. The municipality may demonstrate commitment to continuing data integration and community engagement after the program with a letter from the City Council or equivalent governmental decision-making body.

Application

The application must be submitted with a cover letter signed by the municipality's chief executive officer (mayor and/ or city/ town manager).

Answers to the questions below must be presented as a narrative; any words beyond the limit for that section will be disregarded. Illustrative images from BuildingBlocks may be attached as a single attachment and not counted toward the word limit. Please provide all responses in [SlideRoom](#).

1. **Need (15 points) (Not to exceed 250 words)**
 - What are your municipality's greatest housing challenges? Please provide metrics to illustrate your answer.
 - Are there communities or populations that you have a particularly hard time reaching? And/or are there communities or populations with whom you interact more than other communities? If yes, what are those populations and why do you have disproportionate interaction?
2. **Experience (30 points) (Not to exceed 750 words)**
 - How has your municipality leveraged Phase I resources to improve code enforcement and housing strategies?
 - How does code enforcement fit into the municipality's broader housing and community development strategy?
 - How are your municipality's departments working together on data analysis and to develop and implement new strategies?

- What have been your greatest successes improving code enforcement and housing strategies through Cities RISE?
- What are the main obstacles to a more efficient, effective, and equitable approach to code enforcement?
- Has the chief executive of the municipality issued any public statements about code enforcement in the past several years?

3. **Proposed Strategy (30 points) (Not to exceed 750 words)**

- What are your top priorities for improving code enforcement and asset management going forward? Do you have any specific geographic areas, property types, or kinds of problems you want to focus on?
- What organizational capabilities would you most like to develop? (for example, cross-departmental collaboration, performance management, engaging with communities, leveraging data in operations and decision-making, business process redesign, the ability to experiment and learn rapidly from new approaches)
- How has your municipality worked with community organizations and/or solicited community input in the past and through the Phase I process?
- How would your municipality like to work with community organizations and/or solicit community input? Name some ways your code enforcement work would be more effective with increased community involvement.
- How will Phase II resources help you correct for known or potential housing equity concerns in your municipality?
- Who are the community stakeholders you envision might comprise the community collaborative and what do they bring to the table? Please name and describe at least three organizations and/or individuals and describe their role in your community at large. Please also describe your experience working together in the past (if you haven't worked together in the past, please describe why you would like to work together).
- Are there relevant community/government advisory councils or working groups in your municipality that you might engage with during this process?

4. **Program Management (15 points) (Not to exceed 250 words)**

- Name and describe the senior official who will be responsible for this project. What is his or her current role and how will this person have the bandwidth to take on this responsibility for the next 24 months? What additional support and staffing do you propose for this project?
- Describe how your municipality's chief executive officer(s) (mayor and/ or city/ town manager) will engage in this project beyond participation in the Executive Education program at Harvard. For example, will s/he (occasionally) chair the taskforce meetings, will s/he be monitor a performance dashboard and hold departments accountable, or will s/he engage in organizational change efforts?
- How will the municipality's chief executive and senior leader appointed to coordinate the effort share the learnings of the program and incorporate innovations into the culture of the municipal administration?

5. **Support and Sustainability (10 points) (Not to exceed 200 words)**

- What operational systems will you put in place to ensure long term sustainability—both financially and operationally—of the community engagement and data analysis systems fostered through Cities RISE? What operational systems will be put in

place to ensure continuity in the event that mayoral administrations change within the next several years?

III. Proposal and Submission Information

A. Timelines

Application issued: June 29th, 2018

Informational call: Sometime in July at 2pm EST.

Conference number 1-866-469-3239, code 66184256.

Please submit questions by 12:00pm on July 13th. Submit questions to bhudson@enterprisecommunity.org, with "Cities RISE Phase II" in the title.

Due date and time: 5:00 pm EST on Friday, August 3rd, 2018

Award notice: The projected notice of awards is September 5th, 2018

Contract period: September 15, 2018 to September 15, 2020

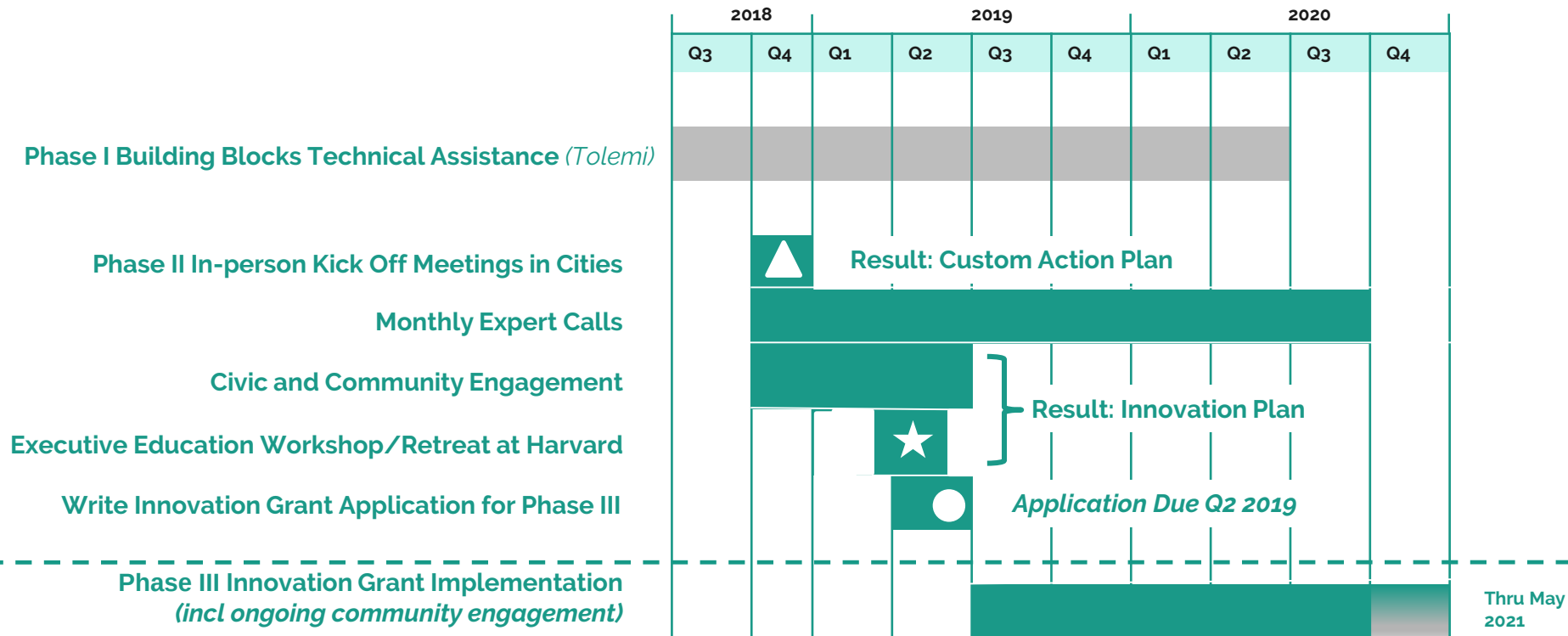
IV. Grant Terms

Selected applicants will be required to enter into a grant agreement with Enterprise governing the grant, which will include the value of technical assistance from Harvard, Tolemi, and Hester Street.

Cities RISE Program



Cities RISE – Phase II Timeline



RESOLUTION NO.: 229-2018

OF

AUGUST 13, 2018

A RESOLUTION RE-APPOINTING THOMAS J. MURPHY TO THE
MUNICIPAL CIVIL SERVICE COMMISSION
OF THE CITY OF NEWBURGH

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that Thomas J. Murphy is hereby re-appointed to a six (6) year term retroactively commencing on June 1, 2018 and expiring on May 31, 2024.



CITY OF NEWBURGH

MUNICIPAL CIVIL SERVICE COMMISSION
CITY HALL - 83 BROADWAY
NEWBURGH, N.Y. 12550
Tel. 569-7340

To: Honorable Mayor Torrance Harvey & Members of Newburgh City Council

From: Thomas J. Murphy, Chairman, Newburgh Civil Service Commission

Date: July 11, 2018

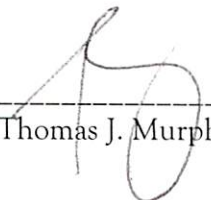
Re: Request for Re-Appointment

Having had the honor to serve on the Newburgh Municipal Civil Service Commission for the past six years, with the last two as Chairman, I have come to learn a great deal about the duties and functions of the Commission and the New York State Civil Service Law. The corresponding responsibilities, authority associated with the position and the significant role the Commission plays in serving the government and the citizens of the City of Newburgh.

During my tenure and with the help of my colleagues on the Commission several new policies and procedures have been implemented to help demystify the civil service examination process. Regularly scheduled CSC live streamed meetings are held as well as monthly scheduled meetings with the Newburgh Enlarged City School District. Communications with the Newburgh Housing Authority have improved significantly. The office received a commendation from NYS Department of Civil Service for an excellent Technical Assistance Review Audit performed in 2017 and our Administrator was appointed to the Executive Committee of the NYS Civil Service Officers Association. I am proud to have been a member of this Commission that has distinguished itself with a dedication to the City of Newburgh and has held true to the spirit of the civil service law which we are appointed to uphold in an autonomous manner.

I am requesting a re-appointment to the Commission to continue this important work which I respect and enjoy, and look forward to continuing to serve my community and the City of Newburgh in this capacity. As a longtime resident of the City for more than 30 years and recently retiring from my law practice in the City after 37 years, I have ample time to devote to attend meetings and be available for any issues that need immediate attention.

Thank you for your consideration and I remain available to discuss further upon request.



Thomas J. Murphy

RESOLUTION NO.: 230 - 2018

OF

AUGUST 13, 2018

**A RESOLUTION AUTHORIZING SETTLEMENT OF A WATER BILL
WITH AN OUT-OF-CITY ACCOUNT FOR THE AMOUNT OF
TWENTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$27,500.00).**

WHEREAS, Froilan and Ivette Arias purchased property known as 35 South Plank Road in the Town of Newburgh ("Property") on April 9, 2002, wherein HSBC Bank held a mortgage to the Property; and

WHEREAS, the City of Newburgh provides water services to the Property; and

WHEREAS, the Arias stopped paying their water bills or any penalties accrued thereon around October 2011; and

WHEREAS, HSBC foreclosed on the Property on or about July 2015 and continued to hold the property until July 2017, when the United States Department of Veterans Affairs ("VA") purchased the Property from HSBC; and

WHEREAS, now the VA, by and through its attorney, represented that it has a contract of sale for the Property pending with a third-party purchaser and has requested a settlement of the water bill due and owing; and

WHEREAS, the City of Newburgh and the VA have reached an agreement in the amount of Twenty-Seven Thousand Five Hundred and 00/100 dollars (\$27,500.00) to settle the current water bill and to resolve all claims relevant thereto; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the outstanding water bill for the Property in the total amount of Twenty-Seven Thousand Five Hundred and 00/100 dollars (\$27,500.00).

RESOLUTION NO.: 231 - 2018

OF

AUGUST 13, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A
PAYMENT OF CLAIM WITH DUPAR REALTY IN THE AMOUNT OF \$10,298.43**

WHEREAS, Aamir Mumtaz, as managing partner of Dupar Realty, brought a claim against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the claim in the amount of Ten Thousand Two Hundred Ninety-Eight and 43/100 (\$10,298.43) Dollars in exchange for a release to resolve all claims among them; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the claim of Dupar Realty in the total amount of Ten Thousand Two Hundred Ninety-Eight and 43/100 (\$10,298.43) Dollars and that the City Manager be and he hereby is authorized to execute documents as the Corporation Counsel may require to effectuate the settlement as herein described.

RESOLUTION NO.: 232 - 2018

OF

AUGUST 13, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
A CONSENT AGREEMENT AND FINAL ORDER WITH
THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
TO RESOLVE VIOLATIONS UNDER THE STATE POLLUTANT DISCHARGE
ELIMINATION SYSTEM PERMIT NO. NYR20A240

WHEREAS, the United States Environmental Protection Agency ("EPA") conducted a compliance audit of the City of Newburgh's State Pollutant Discharge Elimination System ("SPDES") Permit and found violations in connection with the Stormwater Management Plan and other conditions under which the New York State Department of Environmental Conservation issued the SPDES Permit; and

WHEREAS, the City has corrected the deficiencies identified in the compliance audit and the EPA has offered a Consent Agreement and Final Order ("Agreement") to resolve the matter without an admission from the City and without further litigation with the payment of a civil penalty in the amount of \$5,100.00 which is payable upon the signing of the Agreement; and

WHEREAS, this Council has determined that entering into the proposed Agreement is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he hereby is authorized to enter into the proposed Consent Agreement and Final Order, in the same form as annexed hereto, and to take such additional and further action effectuate the terms of the proposed Consent Agreement and Final Order.

**UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 2**

IN THE MATTER OF:

City of Newburgh
83 Broadway
Newburgh, New York 12550

SPDES Permit No. NYR20A240

Respondent

Proceeding pursuant to Section 309(g) of the
Clean Water Act, 33 U.S.C. §1319(g)

**CONSENT AGREEMENT
AND FINAL ORDER**

DOCKET No. CWA-02-2018-3303

I. PRELIMINARY STATEMENT

1. This is a civil administrative proceeding for the assessment of a civil penalty instituted pursuant to Section 309(g) of the Clean Water Act ("CWA" or "the Act"), 33 U.S.C. §1319(g).
2. The following Findings of Fact are made and Order issued pursuant to the authority vested in the Administrator of the United States Environmental Protection Agency ("EPA") by the Act, 33 U.S.C. §1251 *et. seq.*, which authority has been duly delegated to the Regional Administrator of Region 2, EPA and since further re-delegated to the Director, Division of Enforcement and Compliance Assistance, Region 2, EPA.
3. EPA is initiating and concluding this proceeding for the assessment of a civil penalty, pursuant to Section 309(g) of the Clean Water Act, 33 U.S.C. §1319(g), and 40 C.F.R. §22.13(b) of the "Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties, Issuance of Compliance or Corrective Action Orders, and the Revocation, Termination or Suspension of Permits" ("CROP"), which sets forth procedures for simultaneous commencement and conclusion of administrative civil penalty assessment proceedings through issuance of a consent agreement and final order pursuant to 40 C.F.R. §§22.18(b)(2) and (3).

II. FINDINGS OF FACT

4. The City of Newburgh ("Respondent" or "City") is a municipal corporation chartered under the laws of the State of New York, and as such, the Respondent is a person, as defined in Section 502(5) of the CWA, 33 U.S.C. §1362(5), and 40 C.F.R. §122.2, and is an "incorporated place" as defined in 40 C.F.R. §122.26(b)(3).

5. The Respondent owns and operates the MS4 located in the City of Newburgh, New York, and is an “owner or operator” within the meaning of 40 C.F.R. §122.2.
6. The MS4 in the City of Newburgh is a small MS4 located in a urbanized area within the meaning of 40 C.F.R. §122.26(b)(16)(ii) and 40 C.F.R. §122.32(a)(1).
7. The MS4 is a point source within the meaning of Section 502(14) of the CWA, 33 U.S.C. §1362(14).
8. The Respondent’s MS4 includes approximately sixty-nine (69) outfall pipes, which are “point sources” within the meaning of Section 502(14) of the CWA, 33 U.S.C. §1362(14), that discharge stormwater, which is a “pollutant” within the meaning of Section 502(6) of the CWA, 33 U.S.C. §1362(6), to Quassaick (or Quassaic) Creek, Muchattoes Lake, Gidneytown Creek and the Hudson River. Quassaick Creek is tributary to the traditionally navigable Muchattoes Lake. Quassaick Creek and Gidneytown Creek are tributary to the traditionally navigable Hudson River. Therefore, Quassaick Creek, Muchattoes Lake, Gidneytown Creek and Hudson River are waters of the United States within the meaning of 40 C.F.R. §122.2, and as such, discharge pollutants within the meaning of Section 502(12) of the CWA, 33 U.S.C. §1362(12).
9. The Respondent submitted a Notice of Intent (“NOI”) in March 2003 for coverage under the State Pollutant Discharge Elimination System (“SPDES”) General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems, SPDES Permit No. GP-02-02, which became effective January 8, 2003. The Respondent subsequently received coverage from New York State Department of Environmental Conservation (“NYSDEC”) under the SPDES General Permit (GP-02-02) (NYR20A240), which became effective January 8, 2003, and permit coverage was maintained under the subsequent SPDES permits, including the current, and administratively extended, SPDES permit which became effective on March 1, 2015 and expired on April 30, 2017.
10. The NYSDEC General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003), effective on May 1, 2015, was the effective permit at the time of the audit.
11. The EPA conducted a Compliance Audit of the Respondent’s MS4 on June 25, 2015, and determined that Respondent had failed to fully develop and implement their Stormwater Management Plan (“SWMP”), and had failed to comply with conditions of the NYSDEC General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems, in the operation of its MS4 located in Newburgh, New York, which resulted in, among other things, the discharge of stormwater pollution into waters of the United States in violation of Section 301 of the Act, 33 U.S.C. §1311.
12. Based on the Findings cited in Paragraphs 4-11 above, the Respondent violated Section 301 of the Act, 33 U.S.C. §1311.

III. CONCLUSIONS OF LAW AND JURISDICTION

13. Section 301(a) of the Act, 33 U.S.C. §1311(a), provides, in part, that the discharge of any pollutants by any person from a point source to a navigable water of the United States shall be

unlawful except, inter alia, in accordance with the terms and conditions of a duly issued permit pursuant to Section 402 of the Act, 33 U.S.C. §1342.

14. Section 402 of the Act, 33 U.S.C. §1342, authorizes the Administrator of the EPA to issue a National Pollutant Discharge Elimination System ("NPDES") permit for the discharge of any pollutant, or combination of pollutants, subject to certain requirements of the Act and conditions which the Administrator determines are necessary.
15. Pursuant to Section 402(b) of the Act, 33 U.S.C. §1342(b), the EPA granted authority to the New York State Department of Environmental Conservation to issue State Pollutant Discharge Elimination System permits to facilities in New York State for the discharge of pollutants from said facilities from a point source to a navigable water of the United States.
16. Section 402(p) of the CWA, 33 U.S.C. §1342(p) sets forth the requirements for discharges of stormwater.
17. NYSDEC issued a SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-02-02) on January 8, 2003. The SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems ("Permit") expired on January 8, 2008, and was administratively extended until the Permit was reissued on April 15, 2008 as GP-08-02. The Permit was subsequently renewed on May 1, 2010 as GP-0-10-002, and expired on April 30, 2015. The Permit was then reissued as GP-0-15-003, as an interim general permit with only conforming changes, such as a new general permit identification number, a two (2) year term, and updated references to the SPDES General Permit for Stormwater Discharges from Construction Activity (GP-0-15-002) and Multi-Sector General Permit for Stormwater Discharges Associated with Industrial Activity (GP-0-12-001). That Permit expired on April 30, 2017, and has been administratively continued until such time as a new permit is issued.
18. The Administrator of the EPA has promulgated regulations at 40 C.F.R. §122.26(a)(9)(i)(A), which require operators to obtain a NPDES permit for discharges composed entirely of stormwater from a small MS4 required to be regulated pursuant to 40 C.F.R. §122.32.
19. Section 402 of the CWA, 33 U.S.C. §1342, authorizes the Administrator of the EPA to issue a NPDES permit for the discharge of any pollutant, or combination of pollutants, subject to certain requirements of the CWA and conditions which the Administrator determines are necessary. The NYSDEC is the agency with the authority to administer the federal NPDES program in New York pursuant to Section 402 of the CWA, 33 U.S.C. §1342. The EPA maintains concurrent enforcement authority with authorized States for addressing violations of the CWA. Additionally, under the authority granted to the NYSDEC by the EPA under Section 402(b) of the CWA, 33 U.S.C. §1342(b), facilities are required to obtain a SPDES permit from the NYSDEC for the discharge of pollutants from said facilities' point source(s) to a navigable water of the United States.
20. The Respondent's Facility is subject to the NPDES requirements pursuant to Section 402 of the Act, 33 U.S.C. §1342 and Section 301(a) of the Act, 33 U.S.C. §1311(a).
21. Based upon the Findings of Fact set forth above, the Respondent operated the Facility in violation of Sections 301 and 402 of the Act.

22. EPA has jurisdiction over the subject matter of this action, pursuant to Section 309 of the Act, 33 U.S.C. §1319, and over the Respondent.

IV. CONSENT AGREEMENT

23. Paragraphs 1 through 22, above, are re-alleged and incorporated herein by reference.
24. The EPA and the Respondent agree that it is in the public interest to resolve the issues alleged in this Consent Agreement without further litigation and the expense and effort that litigation entails.
25. Based upon the foregoing and pursuant to Section 309(g) of the Act, 33 U.S.C. §1319(g), and the CROP, it is hereby agreed by and between EPA and the Respondent, and the Respondent voluntarily and knowingly agrees as follows:

V. TERMS OF SETTLEMENT

26. For the purpose of this proceeding, the Respondent:
- a. Admits the jurisdictional allegations of this CA/FO;
 - b. Neither admits or denies the factual allegations contained herein;
 - c. Waives its right to contest the allegations, at a judicial or administrative hearing, or to appeal this CA/FO; and
 - d. Consents to the payment of the civil penalty in the amount of Five Thousand One Hundred Dollars (\$5,100.00), as stated in Paragraph 27, below.

VI. PAYMENT OF CIVIL PENALTY

27. The Respondent shall pay a civil penalty in the amount of *Five Thousand One Hundred Dollars (\$5,100.00)* to the "Treasurer of the United States of America."
28. Payments can be made by debit/credit card, check, or electronically. Electronic payments fall into two categories: wires and Automated Clearinghouse (ACH). Wires are same day and more costly. ACH is the next day or any future scheduled day and is less expensive. Please note that wires and ACH payments must be conducted through the sender's bank. The checks (cashier's or certified checks only) shall be identified with a notation of the name and docket number of this case, set forth in the caption on the first page of this document. Payment methods are described below:

Type of Payment	Payment Information		
Debit and Credit Card Payments	https://www.pay.gov/paygov/		
Checks from U.S. Banks		U.S. Postal Service	UPS, Federal Express, or Overnight Mail

Finance Center Contacts: Craig Steffen (513-487-2091)	Check Payments – Fines and Penalties	US Environmental Protection Agency Fines and Penalties Cincinnati Finance Center PO Box 979077 St. Louis, MO 63197-9000	U.S. Bank Government Lockbox 979077 US EPA Fines & Penalties 1005 Convention Plaza SL-MO-C2-GL St. Louis, MO 63101 314-418-1028 Contact: Natalie Pearson 314-418-4087
Checks drawn on foreign banks with no USA branches (any currency)	Cincinnati Finance US EPA, MS-NWD 26 W ML King Drive Cincinnati, OH 45268-0001		
Wire Transfers (any currency)	Federal Reserve Bank of New York ABA: 021030004 Account Number: 68010727 SWIFT address: FRNYUS33 33 Liberty Street New York, NY 10045 Field Tag 4200 of the Fedwire message should read: "D 68010727 Environmental Protection Agency"		
ACH - Automated Clearinghouse for receiving US currency Finance Center Contacts: John Schmid (202-874-7026) REX (Remittance Express) 1-866-234-5681	US Treasury REX / Cashlink ACH Receiver ABA: 051036706 Account Number: 310006, Environmental Protection Agency CTX Format Transaction Code 22 – checking Physical location of US Treasury facility: 5700 Rivertech Court Riverdale, MD 20737		

ON LINE PAYMENT:

There is now an On Line Payment Option, available through the Department of Treasury. This payment option can be accessed from the information below: WWW.PAY.GOV. Enter sfo 1.1 in the search field. Open form and complete required fields.

The Respondent shall also send copies of this payment to each of the following:

Branch Chief
Water Compliance Branch
Division of Enforcement and Compliance Assistance
U.S. EPA, Region 2
290 Broadway, 20th Floor
New York, New York 10007-1866

and

Regional Hearing Clerk
U.S. Environmental Protection Agency, Region 2
290 Broadway, 16th Floor
New York, New York 10007

The payment must be received at the above address on or before thirty (30) calendar days after the date of receipt of this Order (the date by which payment must be received shall hereafter be referred to as the “due date”).

29. Failure to pay the penalty in full according to the above provisions will result in referral of this matter to the United States Department of Justice or the United States Department of the Treasury for Collection.
30. Further, if the payment is not received on or before the due date, interest will be assessed at the annual rate established by the Secretary of Treasury pursuant to the Debt Collection Act, 31 U.S.C. §3717, on the overdue amount from the due date through the date of payment. In addition, a late payment handling charge of \$15.00 will be assessed for each 30-day period (or any portion thereof) following the due date in which the balance remains unpaid. A 6% per annum penalty also will be applied on any principal amount not paid within 90 days of the due date.
31. In addition, pursuant to Section 309(g)(9) of the Act, 33 U.S.C. §1319(g)(9), if payment is not received by the due date, a quarterly nonpayment penalty will be imposed for each calendar quarter during which such nonpayment persists. The quarterly nonpayment penalty is 20% of the aggregate amount of penalties and quarterly nonpayment penalties, which are unpaid as of the beginning of such quarter. You also may be required to pay attorney’s fees and costs for collection proceedings in connection with nonpayment.
32. The penalty to be paid is a civil penalty assessed by the EPA and shall not be deductible from the Respondent’s federal or New York State taxes.

VII. GENERAL PROVISIONS

33. Upon execution by the parties, this Agreement shall be subject to a public comment period of not less than thirty (30) days, pursuant to Section 309(g)(4)(A) of the Act, 33 U.S.C. §1319(g)(4)(A) and 40 C.F.R. §22.45. The EPA may modify or withdraw its consent to this Agreement if comments received disclose facts or considerations indicating that the Agreement is inappropriate, improper, or inadequate.
34. If comments during the public comment period do not require modification or withdrawal by the EPA from this Agreement, the parties agree to submit this Agreement to the Director of the Division of Enforcement and Compliance Assistance ten (10) days after closure of the public comment period, with a request that it be incorporated into a final order.
35. The provisions of this CA/FO shall be binding upon the Respondent, its officers, directors, agents, servants, authorized representatives and successors or assigns, including but not limited

to, subsequent purchasers. No transfer of ownership or operation shall relieve the Respondent of its obligation to comply with this CA/FO.

36. The Respondent waives any right it may have pursuant to 40 C.F.R. §22.8 to be present during discussions with or to be served with and to reply to any memorandum or communication addressed to the Director or the Regional Administrator where the purpose of such discussion, memorandum, or communication is to discuss a proposed settlement of this matter or to recommend that such official accept this Consent Agreement and issue the accompanying Final Order.
37. Except for the specific violations alleged herein, nothing in this agreement shall be construed as prohibiting, altering or in any way limiting the ability of the EPA to seek any other remedies or sanctions available by virtue of the Respondent's violation of this agreement or of the statutes and regulations upon which this agreement is based, or for the Respondent's violation of any applicable provision of law.
38. This CA/FO shall not relieve the Respondent of its obligation to comply with all applicable provisions of federal, state or local law, nor shall it be construed to be a ruling on, or determination of, any issue related to any federal, state or local permit.
39. This CA/FO constitutes a settlement by the EPA of all claims for civil penalties pursuant to the CWA for the violations by the Respondent alleged herein. Nothing in this CA/FO is intended to nor shall be construed to operate in any way to resolve any criminal liability of the Respondent. Compliance with this CA/FO shall not be a defense to any actions subsequently commenced pursuant to Federal laws and regulations administered by the EPA, and it is the responsibility of the Respondent to comply with such laws and regulations.
40. Each undersigned representative of the parties to this Consent Agreement certifies that he or she is fully authorized by the party represented to enter into the terms and conditions of this Consent Agreement and to execute and legally bind that party to it.
41. Each party shall bear its own costs and attorney's fees in connection with the action resolved by this CA/FO.

For the Respondent: City of Newburgh hereby consents to the issuance of the ORDER and agrees to be bound thereby.

BY: _____

DATE: _____

Michael G. Ciaravino, City Manager
City of Newburgh
83 Broadway
Newburgh, New York 12550

For the Complainant, the United States Environmental Protection Agency

BY: _____

DATE: _____

Dore LaPosta, Director

Division of Enforcement and Compliance Assistance

U.S. Environmental Protection Agency, Region 2

290 Broadway

New York, New York 10007

VIII. FINAL ORDER

The Regional Administrator of the United States Environmental Protection Agency, Region 2, vested by authority delegated by the Administrator of the United States Environmental Protection Agency ("EPA") and having further re-delegated such authority to the Division of Enforcement and Compliance Assistance, Region 2, EPA, ratifies the foregoing Consent Agreement. The Agreement entered into by the parties is hereby approved, incorporated herein, and issued as an Order. The effective date of this Order shall be the date of filing with the Regional Hearing Clerk, United States Environmental Protection Agency, Region 2, New York, New York.

DATED: _____

Dore LaPosta, Director
Division of Enforcement and Compliance Assistance
U.S. Environmental Protection Agency, Region 2
290 Broadway
New York, New York 10007-1866

RESOLUTION NO. 233 - 2018

OF

AUGUST 13, 2018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH, NEW YORK SUPPORTING THE 2018 YOUTHBUILD GRANT APPLICATION OF BLACC VANILLA COMMUNITY FOUNDATION (BVCF), IN PARTNERSHIP WITH BEST RESOURCES, INC. AND RUPCO, TO THE NEW YORK STATE DEPARTMENT OF LABOR'S YOUTHBUILD PROGRAM, UNDER THE WORKFORCE INNOVATION AND OPPORTUNITY ACT FOR A PRE-APPRENTICESHIP PROGRAM WITH OCCUPATIONAL SKILLS TRAINING, LEADERSHIP DEVELOPMENT, AND POST-PROGRAM PLACEMENT OPPORTUNITIES

WHEREAS, the U.S. Department of Labor, through its Employment and Training Administration, under the YouthBuild program, provides funding to support project-based academic learning and occupational skills training to prepare disadvantaged youth for career placement; and

WHEREAS, Blacc Vanilla Community Foundation (BVCF) is a not for profit social enterprise organization in the City of Newburgh, New York, centering the youth and the underserved at the heart of its programming which is aimed at promoting self-improvement and economic self-sufficiency while building a sense of hope and self-worth; and

WHEREAS, the Blacc Vanilla Community Foundation (BVCF), in partnership with Best Resources, Inc., RUPCO, Choice Films, Umbra Studios, and Family and Community Engagement Services, Inc., intends to apply for grant funding under the YouthBuild Program to support the pre-apprenticeship program for youth between the ages of 16 and 24 who include high school dropouts, adjudicated youth, youth aging out of foster care, youth with disabilities, LGBTQ youth, and other disadvantaged youth; and

WHEREAS, the Blacc Vanilla Community Foundation (BVCF) proposes to train youth in occupational skills related to the coffee roasting and café business, construction, technology, and Below the Line job training for film production, including basic skills development, and apprenticeship aimed at opening career pathways, further education, internships, and continued training; and

WHEREAS, the City Council finds that supporting the youth of the City of Newburgh with educational and occupational training aimed at skills and career and leadership development is in the best interests of the City of Newburgh and the future of its youth;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newburgh, New York fully supports the 2018 Youthbuild Application of Blacc Vanilla Community Foundation and its community partners to the U.S. Department of Labor, Employment and Training Administration, for a \$1,000,000 grant to implement the pre-apprenticeship model programming for occupational skills training, education, leadership development, and post-program placement opportunities for the youth of the city.

August 8, 2018

Mayor Harvey and City Councilmembers
83 Broadway
Newburgh, NY 12550

Dear Mayor Harvey and City Councilmembers Monteverde, Jacobson, Sofokles, Rayford, Mejia and Grice:

I am writing to request a Resolution of Support for Blacc Vanilla Community Foundation (BVCF) 2018 YouthBuild grant application. Blacc Vanilla Community Foundation is a not for profit social enterprise organization in the city of Newburgh, New York, centering the youth and the underserved at the heart of its programming which is aimed at promoting self-improvement and economic self-sufficiency while building a sense of hope and self-worth. In partnership with Best Resources, Inc. and RUPCO, Blacc Vanilla Community Foundation will submit a 2018 YouthBuild grant application to the New York State Department of Labor's YouthBuild Program, under the Workforce Innovation and Opportunity Act for a pre-apprenticeship program with occupational skills training, leadership development, and post-program placement opportunities.

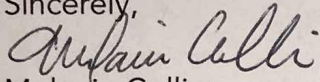
YouthBuild is a community-based alternative education program for youth between the ages of 16 and 24 who are high school dropouts, adjudicated youth, LGBTQ youth, youth aging out of foster care, youth with disabilities, and other disconnected youth populations. The YouthBuild program simultaneously addresses multiple core issues important to youth in low-income communities: affordable housing, leadership development, education, and employment opportunities in in-demand industries and apprenticeship pathways. The YouthBuild model balances project-based academic learning and occupational skills training to prepare disadvantaged youth for career placement.

BVCF is requesting \$1,000,000 to provide a pre-apprenticeship program model that encompasses education, occupational skills training, leadership development, and post-program placement opportunities to at-risk youth. The program will train youth in occupational skills related to the coffee roasting and café business, construction, technology, and Below the Line job training for film

production, including basic skills development, and apprenticeship aimed at opening career pathways, further education, internships, industry certification, and continued training.

Thank you for your attention to this matter. If you have any questions or require additional information you can contact me at 845-598-6142.

Sincerely,

A handwritten signature in cursive script, appearing to read "Melanie Collins".

Melanie Collins

President, Board of Directors

Blacc Vanilla Community Foundation

RESOLUTION NO.: 234 - 2018

OF

AUGUST 13, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
AN AGREEMENT WITH BEST RESOURCE CENTER, INC.
TO PROVIDE WORKFORCE DEVELOPMENT EMPLOYMENT OPPORTUNITIES
FOR CITY YOUTH IN THE DEPARTMENT OF PUBLIC WORKS
FOR THE SUMMER OF 2018**

WHEREAS, Best Resource Center, Inc. has been awarded a County of Orange Workforce Development Grant to provide work opportunities for City of Newburgh youth ages 18 to 24; and

WHEREAS, the City of Newburgh has expressed an interest in accepting a maximum of 8 individuals for employment opportunities in the Department of Public Works; and

WHEREAS, this Council finds that entering into an agreement with Best Resource Center, Inc. for this purpose is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute an agreement and other necessary documents with Best Resource Center in order to provide employment opportunities for City of Newburgh youth ages 18 to 24 in connection with a County of Orange Workforce Development Grant for the Summer of 2018.

LETTER OF AGREEMENT
BETWEEN
BEST RESOURCE CENTER, INC.
AND
CITY OF NEWBURGH
83 BROADWAY
NEWBURGH, NY 12550

Best Resource Center, Inc. and The City of Newburgh will combine their resources to provide summer employment opportunities for City of Newburgh youth aged 18 to 24 funded through an Orange County Workforce Development Grant. The program will begin on or about _____, 2018 and will terminate, under the Grant, on or before _____, 2018.

Best Resources will:

1. Provide up to eight (8) City of Newburgh residents between the ages of 18 and 24 capable of performing outside work;
2. Monitor the participants at the worksite;
3. Pay the compensation to the participants and maintain all earnings and taxes records as required; and
4. Maintain workers compensation coverage for the participants;

The City of Newburgh will:

1. Provide jobs for the participants; and
2. Maintain sign-in sheets or other attendance records for the participants

Best Resources and the City of Newburgh will:

1. Comply with the terms of the County of Orange Workforce Development grant;
2. Comply with all Federal and New York State laws, rules and regulations applicable to the Program described in this Agreement.
3. No participants shall be considered employees of the City of Newburgh for the purposes of the Program described in this Agreement.

Vera Best
Best Resource Center, Inc.

Michael G. Ciaravino
City Manager
Per Res. No.