CITY OF NEWBURGH
COUNCIL MEETING AGENDA
SESION GENERAL DEL CONSEJAL
February 12, 2018
7:00 PM

Mayor/Alcaldesa

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

City Clerk:/Secretaria de la Ciudad

3. Roll Call / Lista de Asistencia

Communications/Communicaciones

4. Approval of the minutes of the meeting of January 22, 2018
   Aprobación del acta de la reunión del 22 de enero de 2018
5. City Manager Update/ Gerente de la Ciudad pone al dia a la audiencia de los planes de cada departamento

Presentations/Presentaciones

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

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

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

6. Resolution No. 29 - 2018 - Board of Assessment Review

   A resolution Appointing Christopher P. Cammarata and Reappointing Kathleen Parisi to the Board of Assessment Review.

   Una resolución nombrando a Christopher P. Cammarata y nombrando nuevamente a Kathleen Parisi al Concejo de Revisión de Asesoramiento.

7. Resolution No. 30 - 2018 - South Water Street Sewer Separation Project Change Order No. 2

   Resolution authorizing the City Manager to execute a no–cost change order with W.M. Schultz Construction, Inc. in connection with the South Water Street Sewer Separation Project. (Jason Morris)

   Una resolución autorizando al Gerente de la Ciudad a ejecutar un pedido

de cambio sin costo con W.M. Schultz Construction, Inc. En relación con el proyecto de separación de la Alcantarilla de la Calle South Water. (Jason Morris)

8. Resolution No. 31, 2018 - Amendment to Agreement for Engineering Services Related to the South Water Street Sewer Separation Project

   Resolution authorizing the City Manager to enter into Amendment No. 2 to the Agreement for Professional Engineering Services with ARCADIS of New York, Inc. in connection with the South Water Street Sewer Separation Project in an amount not to exceed $17,490.00 (Jason Morris)

   Una resolución autorizando al Gerente de la Ciudad a entrar en la Enmienda núm. 2 al acuerdo de servicios de Ingeniería Profesional con ARCADIS de New York, Inc. En relación con el proyecto de Separación de la Alcantarilla de la Calle South Water en un monto que no exceda $17,490.00. (Jason Morris)

9. Resolution No. 32 - 2018 - A proposal of Structural and Electrical Engineering Services for City Hall by McLaren

   A Resolution Authorizing the City Manager to execute a proposal and an agreement with McLaren Engineering Group for Structural and Electric Engineering Services for City Hall at a Cost of $15,300.00. (Jason Morris)

   Una resolución autorizando al Gerente de la Ciudad a ejecutar una propuesta y un acuerdo con "McLaren Engineering Group" para los servicios de Ingeniería estructural y eléctrica para la Municipalidad a un costo de $15,300.00. (Jason Morris)

10. Resolution No. 33 - 2018 - Release of Restrictive Covenants for 274 First Street

    Resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to William J. McCartney, III to the premises known as 274 First Street (Section 22, Block 6, Lot 22). (Michelle Kelson)

    Una resolución autorizando la ejecución de una liberación de las clausulas restrictivas y derecho de reingreso de una escritura emitida a William J. McCartney, III a las instalaciones conocidas como la 274 de la Calle First (Sección 22, Bloque 6, Lote 22). (Michelle Kelson)

11. Resolution No. 34 - 2018 - Purchase of 373 Third Street

    Resolution to authorize the conveyance of real property known as 373 Third Street (Section 21, Block 1, Lot 4) at private sale to Beatrice Lorenzetti and Walker Adams for the amount of $34,250.00. (Deirdre Glenn)

    Una resolución para autorizar el traspaso de bienes raíces conocidas como la 373 de la Calle Third (Sección 21, Bloque 1, Lote 4) en una venta privada a Beatrice Lorenzetti y Walker Adams por el monto de $34,250.00. (Deirdre Glenn)

12. Resolution No. 35 - 2018 - Purchase of 2 Lincoln Terrace

Resolution to authorize the conveyance of real property known as 2 Lincoln Terrace (Section 21, Block 5, Lot 6) at private sale to Joel Murphy and Heather Delaney for the amount of $25,600.00. (Deirdre Glenn)

Una resolución para autorizar el traspaso de bienes raíces conocidas como la 2 de Lincoln Terrace (Sección 21, Bloque 5, Lote 6) en una venta privada a Joel Murphy y Heather Delaney por el monto de $25,600.00. (Deirdre Glenn)

13. Resolution 36 - 2018 - Purchase of 103 William Street and 105 William Street

    Resolution to authorize the conveyance of real property known as 103 William Street (Section 45, Block 1, Lot 13) and 105 William Street (Section 45, Block 1, Lot 12) at private sale to Bisessar Alvin Moonesar for the total amount of $12,500.00. (Deirdre Glenn)

    Una resolución para autorizar el traspaso de bienes raíces conocidas como la 103 de la Calle William (Sección 45, Bloque 1, Lote 13) y la 105 de la Calle William (Sección 45, Bloque 1, Lote 12) en una venta privada a Bisessar Alvin Moonesar por el monto de $12,500.00. (Deirdre Glenn)

14. Resolution No. 37 - 2018 Purchase of 35 Grove Street

    Resolution to authorize the conveyance of real property known as 35 Grove Street (Section 26, Block 6, Lot 14.1) at private sale to Mitchell Mejia for the amount of $32,150.00. (Deirdre Glenn)

    Una resolución para autorizar el traspaso de bienes raíces conocidas como la 35 de la Calle Grove (Sección 26, Bloque 6, Lote 14.1) en una venta privada a Mitchell Mejia por el monto de $32,150.00. (Deirdre Glenn)

15. Resolution No. 38 - 2018 - Purchase of 123 Little Britain Road

    Resolution to authorized the conveyance of real property known as 123 Little Britain Road (Section 32, Block 3, Lot 2) at private sale to Miguel Rosario for the amount of $11,780.00. (Deirdre Glenn)

    Una resolución para autorizar el traspaso de bienes raíces conocidas como la 123 de Little Britain Road (Sección 31, Bloque 3, Lote 2) en una venta privada a Miguel Rosario por el monto de $11,780.00. (Deirdre Glenn)

16. Resolution No. 39 - 2018 - Purchase of 235 Carpenter Avenue

    Resolution to authorize the conveyance of real property known as 235 Carpenter Avenue (Section 7, Block 8, Lot 13) at private sale to Arbia Swindell for the amount of $32,000.00. (Deirdre Glenn)

    Una resolución para autorizar el traspaso de bienes raíces conocidas como la 235 de la Avenida Carpenter (Sección 7, Bloque 8, Lote 13) en una venta privada a Arbia Swindell por el monto de $32,000.00. (Deirdre Glenn)

17. Resolution No. 40 - 2018 Council Support for "Opportunity Zone"

    Resolution for Opportunity Zone designation for the City of Newburgh. (Deirdre Glenn)

Resolución para designación de Zona de Oportunidad para la Ciudad de Newburgh (Deirdre Glenn)

18. Resolution No. 41 - 2018 2018-2019 Gun Involved Violence Elimination (GIVE) Initiative

    Resolution authorizing the City Manager to apply for and accept if awarded a grant from the New York State Department of Criminal Justice Services under the Gun Involved Violence Elimination ("GIVE") Partnership to enhance law enforcement in the City of Newburgh to achieve sustained, long-term crime reduction in an amount not to exceed $410,000.00 with no City Match for the period July 1, 2018 to June 30, 2019. (Lt. in Charge Aaron Weaver)

    Una resolución que autoriza al Gerente de la Ciudad a solicitar y aceptar si es otorgado una subvención del Departamento de Servicios de Justicia Criminal del Estado de Nueva York bajo la Asociación de Eliminación de Violencia Involucradas con Armas conocidas por sus siglas en inglés (GIVE) para mejorar la aplicación de la ley en la Ciudad de Newburgh para lograr una reducción sostenida y a largo plazo de la delincuencia en una cantidad que no exceda los $410,000.00 sin necesidad que la Ciudad iguale los fondos para el periodo del 1 de julio de 2018 al 30 de junio de 2019. (Teniente a Cargo Aaron Weaver)

19. Resolution No. 42 - 2018 Comprehensive Adolescent Pregnancy Prevention Grant

    Resolution amending Resolution No. 316-2016 authorizing the City Manager to apply for and accept if awarded a Comprehensive Adolescent Pregnancy Prevention grant in an amount not to exceed $14,000.00 annually requiring no City match from the Planned Parenthood of the Mid-Hudson Valley as a subcontractor for the New York State Department of Health to establish the Positive Teen Image Program. (Derrick Stanton & Michelle Kelson)

    Una resolución enmendando la resolución No. 316-2016 autorizando al Gerente de la Ciudad a solicitar y aceptar si se le otorga una subvención para la Prevención del Embarazo Adolescente por una cantidad que no exceda $14,000.00 anualmente el cual no requiere que la Ciudad iguale los fondos por parte de Planned Parenthood del Hudson Valley como subcontratista del Departamento de Salud del Estado de Nueva York para establecer el programa de imagen positiva para adolescentes. (Derrick Stanton y Michelle Kelson)

20. Resolution No. 43 - 2018 Healthy Orange Basketball Program

    Resolution authorizing the City Manager to apply for and accept if awarded an Orange County Department of Health Healthy Orange Schools and Communities Program Grant in an amount not to exceed $4,000.00 for the Recreation Department Healthy Orange Basketball Program. (Derrick Stanton)

    Una Resolución autorizando al Gerente de la Ciudad a solicitar y aceptar si se le otorga una subvención del Programa Escuelas y Comunidades Saludables de "Orange" del Departamento del Condado de Orange por

una cantidad que no exceda $4,000.00 para el Programa de Baloncesto del Departamento de Recreación "Healthy Orange". (Derrick Stanton)

21. Resolution No. 44 - 2018 PBA Memorandum of Understanding -- Military Leave

    Resolution approving a Memorandum of Understanding with the Patrolmen's Benevolent Association of Newburgh, New York, Inc. to provide for additional benefits provided for in Section 242 of the Military Law for Police Officer Robert F. Pedrick III while serving active duty in the military effective on or about January 16, 2018. (Lt. in Charge Aaron Weaver & Michelle Kelson)

    Una resolución que aprueba un Memorando de Entendimiento con la Asociación Benévola de los Patrulleros de Newburgh, Nueva York, Inc. Para proporcionar los beneficios adicionales previstos en el Artículo 242 de la Ley Militar para el Oficial de la Policía Robert F. Pedrick III mientras presta servicio activo militar efectivo el 16 de enero de 2018. (Teniente al Mando Aaron Weaver y Michelle Kelson)

22. Resolution No. 45 - 2018 - Local Law amending Section 248-1(B)(1) to increase sewer rates from 100% to 104% of customers annual water bill

    Resolution scheduling a public hearing for February 26, 2018 to hear public comment concerning a local law amending Section 248-1(B)(1) entitled "Sewer Use Rents" to increase sewer use rents to 104 percent of the customer's annual water bill. (Katie Mack and Michelle Kelson)

    Una Resolución programando una audiencia pública para el 26 de febrero de 2018 para escuchar comentarios públicos sobre una ley que modifica la sección 248-1 (B)(1) titulada "alquileres de uso de la alcantarilla" para aumentar el alquiler de alcantarillas utilizadas al 104 por ciento de la factura anual de agua del cliente. (Katie Mack y Michelle Kelson)

23. Resolution No. 46 -2018

    A Resolution Authorizing the City Manager to Execute a Payment of Claim with Kia Stewart in the amount of $5.820.84.

    Una resolución autorizando al Gerente de la Ciudad a ejecutar un pago de reclamo con Kia Stewart por el monto de $5,820.84.

24. Resolution No. 47 - 2018

    Resolution Authorizing the City Manager to Accept a Settlement of a Water Bill with an Out-of-City Account for the Amount of Eight Thousand Dollars ($8,000.00)

    Una resolución autorizando al Gerente de la Ciudad a aceptar un acuerdo con respecto a una factura de agua con una cuenta fuera de la Ciudad por la cantidad de Ocho Mil Dólares ($8,000.00)

Old Business: / Asuntos Pendientes

New Business: / Nuevos Negocios

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

Adjournment/ Aplazamiento:

RESOLUTION NO.: __29____-2018

OF

FEBRUARY 12, 2018

A RESOLUTION APPOINTING CHRISTOPHER P. CAMMARATA AND REAPPOINTING KATHLEEN PARISI TO THE BOARD OF ASSESSMENT REVIEW

WHEREAS, it is necessary to appoint members to vacancies on the Board of Assessment Review; and

WHEREAS, each member of such Board serve a five-year term; and

WHEREAS, there currently exists a vacancy on said Board as Patricia Sofokles has resigned from the Board following election to the City Council; and

WHEREAS, it is necessary to re-appoint one member whose term of office expired and who is willing to serve a new term;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the following individual be and is hereby appointed to the Board of Assessment Review for the term indicated:

1. Christopher P. Cammarata, to complete the term of former member Patricia Sofokles who resigned, which term shall expire on September 30, 2019; and

BE IT FURTHER RESOLVED, that the following individual be and is hereby re-appointed to the Board of Assessment Review for the term indicated:

1. Kathleen Parisi, to serve a new five-year term commencing retroactively on October 1, 2017 and expiring on September 30, 2022.

RESOLUTION NO.: 30 - 2018

OF

FEBRUARY 12, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A NO–COST CHANGE ORDER WITH W.M. SCHULTZ CONSTRUCTION, INC. IN CONNECTION WITH THE SOUTH WATER STREET SEWER SEPARATION PROJECT

WHEREAS, by Resolution No. 213-2017 of August 14, 2017, the City Council of the City of Newburgh awarded a bid to and authorized the execution of a contract with W.M. Schultz Construction, Inc., for the construction of the South Water Street Sewer Separation Project; and

WHEREAS, due to unforeseen conditions, including but not limited to, abandoned storm sewer mains, natural gas mains, water mains, wastewater treatment plant building footings and duct banks, non-hazardous petroleum impacted soils, an obstruction in the CSX right-of-way, all of which were encountered but not shown on any historical mapping or construction documents, additional work was required to continue the Project and the inclusion of the additional work due to the unforeseen conditions requires a change order to the contract; and

WHEREAS, the unforeseen additional work can be off-set by lower costs associated with anticipated work, such as rock excavation, and the general contingency in the contract, resulting no additional cost to City;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to execute a no-cost change order, Change Order No. 2, to the construction contract for the South Water Street Sewer Separation Project.

RESOLUTION NO.: _____ - 2018

OF

FEBRUARY 12, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A NO–COST CHANGE ORDER WITH W.M. SCHULTZ CONSTRUCTION, INC. IN CONNECTION WITH THE SOUTH WATER STREET SEWER SEPARATION PROJECT

WHEREAS, by Resolution No. 213-2017 of August 14, 2017, the City Council of the City of Newburgh awarded a bid to and authorized the execution of a contract with W.M. Schultz Construction, Inc., for the construction of the South Water Street Sewer Separation Project; and

WHEREAS, due to unforeseen conditions, including but not limited to, abandoned storm sewer mains, natural gas mains, water mains, wastewater treatment plant building footings and duct banks, non-hazardous petroleum impacted soils, an obstruction in the CSX right-of-way, all of which were encountered but not shown on any historical mapping or construction documents, additional work was required to continue the Project and the inclusion of the additional work due to the unforeseen conditions requires a change order to the contract; and

WHEREAS, the unforeseen additional work can be off-set by lower costs associated with anticipated work, such as rock excavation, and the general contingency in the contract, resulting no additional cost to City;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to execute a no-cost change order, Change Order No. 2, to the construction contract for the South Water Street Sewer Separation Project.

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

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

Water

Subject:
South Water Street Sewer Separation Project
Bid No. 12-17
CW SRF Project No. C3-7322-11-00
Change Order No. 2

Date:
January 30, 2018

Contact:
A.J. Brooks

Phone:
518 250 7374

Email:
a.j.brooks@arcadis.com

Our ref:
04881005.0000

Dear Mr. Morris:

Pursuant to your request, Arcadis has prepared Change Order No. 2 for the City's consideration and action. Change Order No.2 is a no cost change, no time change to the total contract price of $1,654,000. The South Water Street Sewer Separation Project is required by a New York State Department of Environmental Conservation (NYSDEC) Order on Consent as a result of the Combined Sewer Overflow (CSO) Long Term Control Plan (LTCP).

As you are aware unforeseen conditions arise on almost all construction projects, especially in urban settings with aging infrastructure. This is true with the South Water Street Sewer Separation Project as well. Arcadis included a general contingency of $75,000, a rock contingency and a sewer lateral contingency to account for these unforeseen conditions. The contract currently includes the following payment items:

Payment Item No.	Description	Payment Amount
1	General Construction	$1,304,000.00
2	Sewer Laterals	$25,000.00
3	Rock Excavation	$250,000.00
4	Contingency Allowance	$75,000.00
	Total Contract Price:	**$1,654,000.00**

To date the Contractor has encountered:

- Abandoned storms sewer, not shown on historical mapping or construction drawings;
- Abandoned natural gas mains, not shown on historical mapping or construction drawings;
- Abandoned water mains, not shown on historical mapping or construction drawings;
- Wastewater treatment plant building footings and duct banks not shown on existing construction drawings;
- Non-hazardous petroleum impacted soils;
- An obstruction in the CSX right-of-way that prevented the advancement of the bore;
- Water mains, at greater depths, then normally experienced that required revisions to the new sanitary sewer elevation, and;
- Additional NYS DOT requirements for epoxy reflectorized paint and pavement top course after the receipt of NYS DOT approved drawings.

Due to these unforeseen conditions, Arcadis requested that W.M. Shultz provide change order proposals in order to continue the Work. Arcadis has reviewed W.M Shultz's proposals based on the net changes to the Work, and through negotiations, reduced the total requested amount from $250,115.59 to $206,118.66, which seems fair and reasonable relative to the Work.

These change order proposals are summarized in the table below.

RFCOP No.	Description	Cost
1	Testing Firm	$13,000.00
2	Changes to gravity sewer from St 9+50 to St 19+00	$14,660.35
3	Removal of abandoned gas and water lines in South Water Street	$73,314.97
4	Changes to force main routing and connection at the WPCP.	$14,261.59
5	Change to epoxy reflectorized pavement markings	$4,427.25
6	Change to 12.5mm superpave top course	$3,748.50
7	Changes to existing waterline at St 9+45	$23,993.86
8	Deletion of doghouse manhole and crushed stone	$(2,791.36)
9	Temporary asphalt markings for South Water Street	$4,481.40
10	Change to 30-inch casing pipe for bore	$57,022.10
	TOTAL:	$206,118.66

We are recommending execution of Change Order No. 2 for the lump sum increase of $206,118.66 to authorize payment for this work to be added to Payment Item 1, for a total of $1,510,118.66. In addition, we recommend that the remaining funds available in payment items 2 and 3 be reallocated to the Contingency Allowance in payment item 4 as shown in the table below.

Payment Item No.	Description	Payment Amount
1	General Construction	$1,510,118.66
2	Sewer Laterals	$15,000.00
3	Rock Excavation	$11,500.00
4	Contingency Allowance	$117,381.34
	Total Contract Price:	**$1,654,000.00**

Please note that additional Contingency Allowance would be utilized for the disposal of non-hazardous petroleum inundated soils, but we anticipate a new change order credit for the City at the end of the project

Attached please find three copies of Change Order No. 2, along with marked-up copies of these Change Order Proposals, which have been agreed to by the Contractor.

If accepted, please authorize this work under Change Order No. 2 by signing where indicated for signature by the Owner on the Change Order form. Please keep one original for the City's records and return two copies to this office.

If you have any questions or concerns, please do not hesitate to call either Robert Ostapczuk or myself at (518) 250 – 7300.

Sincerely,

Arcadis of New York, Inc.

A.J. Brooks, P.E.
Staff Engineer

Copies:
K. Ture, W.M. Shultz
R. Ostapczuk, Arcadis

Enclosures:

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Change Order No. 2G

Date of Issuance: January 30, 2018		Effective Date:	
Owner:	City of Newburgh	Owner's Contract No.:	12-17
Contractor:	W.M. Shultz	Contractor's Project No.:	M-155
Engineer:	Arcadis of New York, Inc.	Engineer's Project No.:	04881005.0000
Project:	South Water Street Sewer Separation	Contract Name:	General Construction

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

Description: A no cost, no time change order, moving funds between payment items as shown below:

- Payment Item 1, General Construction – Initial: $1,304,000.00; Final: $1,510,118.66
- Payment Item 2, Sewer Laterals – Initial: $25,000.00; Final: $15,000,00
- Payment Item 3, Rock Excavation – Initial: $250,000.00; Final: $11,500.00
- Payment Item 4, Contingency Allowance – Initial: $75,000.00; Final: $117,381.34

Attachments: *Contractor Change Order Proposals*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: $ 1,654,000.00	Original Contract Times: Substantial Completion: 270 Ready for Final Payment: 365 days
Increase from previously approved Change Orders No. to No. 2: $ 0.00	Increase from previously approved Change Orders to No. 2: Substantial Completion: 0 Ready for Final Payment: 0 days
Contract Price prior to this Change Order: $ 1,654,000.00	Contract Times prior to this Change Order: Substantial Completion: 270 Ready for Final Payment: 365 days
Increase of this Change Order: $ 0.00	Increase of this Change Order: Substantial Completion: 0 Ready for Final Payment: 0 days
Contract Price incorporating this Change Order: $ 1,654,000.00	Contract Times with all approved Change Orders: Substantial Completion: 270 Ready for Final Payment: 365 days

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: Staff Engineer	Title _____	Title _____
Date: January 30, 2018	Date _____	Date _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____

Title: _____

CITY OF NEWBURGH
SOUTH WATER STREET SEWER SEPARATION PROJECT

CHANGE ORDER PROPOSAL

Change Order Proposal No.: **M-155-** Date: 12/22/17

Submitted in Response to Proposal Request No.: 8

Contract Name and No.: **Bid # 12-17 South Water Street Sewer Separation**

Contractor: **WM Schultz Construction, Inc.**

Subject: Provide Testing Service

The following changes to the Contract are proposed:

SCOPE OF WORK: *(attach and list supporting information as required)*

1. *Item*: Provide soils and asphalt testing service
2. *Item*:

JUSTIFICATION:

1. *Item*: Not included in contract
2. *Item*:

CHANGES IN CONTRACT PRICE AND CONTRACT TIMES:

We propose that the Contract Price and Contract Times be changed as follows:

For Contract Price, when requested by Engineer, attach detailed cost breakdowns for Contractor and Subcontractors, Supplier quotations, and other information required.

For the Contract Times, state increase, decrease, or no change to Contract Times for Substantial Completion, readiness for final payment, and Milestones, if any. If increase or decrease, state specific number of days for changes to the Contract Times.

Description	Amount	Contract Times (days)	
		Substantial	Final
1. Item 1	$13,000.00	0	0
2. Item	$0.00	0	0
Total This Change Order Proposal	*$13,000.00*	*0*	*0*

Changes to Milestones, if any:

The adjustment proposed is the entire adjustment to the Contract to which the proposer believes it is entitled as a result of the proposed change.

Change Order Proposal By: Kevin C. Ture, Sr. Project Manager

Signature of Proposer: _____

CITY OF NEWBURGH
SOUTH WATER STREET SEWER SEPARATION PROJECT

CHANGE ORDER PROPOSAL

Change Order Proposal No.: **M-155-** Date: 11/13/17

Submitted in Response to Proposal Request No.: 2

Contract Name and No.: **Bid # 12-17 South Water Street Sewer Separation**

Contractor: **WM Schultz Construction, Inc.**

Subject: RFCOP #2, SK-1 and SK-2, Modify sewer profile and add SMH-5A

The following changes to the Contract are proposed:

SCOPE OF WORK: *(attach and list supporting information as required)*

1. *Item*: See RFCOP #2
2. *Item*:

JUSTIFICATION:

1. *Item*: As order by engineer to avoid existing waterlines
2. *Item*:

CHANGES IN CONTRACT PRICE AND CONTRACT TIMES:

We propose that the Contract Price and Contract Times be changed as follows:

For Contract Price, when requested by Engineer, attach detailed cost breakdowns for Contractor and Subcontractors, Supplier quotations, and other information required.

For the Contract Times, state increase, decrease, or no change to Contract Times for Substantial Completion, readiness for final payment, and Milestones, if any. If increase or decrease, state specific number of days for changes to the Contract Times.

Description	Amount	Contract Times (days)	
		Substantial	Final
1. Item 1	~~$14,905.66~~	~~1~~	~~1~~
2. Item	$0.00	0	0
Total This Change Order Proposal	~~*$14,905.66*~~	~~*1*~~	~~*1*~~
	$14,660.35		

Changes to Milestones, if any:

The adjustment proposed is the entire adjustment to the Contract to which the proposer believes it is entitled as a result of the proposed change.

Change Order Proposal By: Kevin C. Ture, Sr. Project Manager, 11/11/17

Signature of Proposer:

electronically signed 11/11/13

Proposal

From: W.M. Schultz Construction. Inc.
831 State Route 67
PO Box 2620
Ballston Spa, NY 12020 USA
Phone: 5188850060
Fax: 5188850744

Project: NEWBURGH03CO#2
Description: City of Newburgh South Water Street Sewer Chage Order #2 (Sewer Elevation Change and New MH)

ITEM / DESCRIPTION	BID QTY	U/M	UNIT BID	AMOUNT
001 Added Cost for Drop MH, Core and Grout Existing MH	1.000	LS	2026.765 *	$2,026.77
002 Added Cost for New MH 5A	1.000	EA	8118.348 *	$8,118.35
003 Added Excavation for Deeper Sewer	117.000	CY	32.666 *	$3,821.91
004 Deduct Excavation for Shallow Sewer	58.000	CY	-32.757 *	$-1,899.93
005 Added Sawcut for New MH #5A	30.000	LF	4.600 *	$138.00
006 Added Height Adustment for SMH #6	1.000	EA	896.027 *	$896.03
007 Added Height Adustment for SMH #7	1.000	EA	654.527 *	$654.53

Proposal

ITEM / DESCRIPTION	BID QTY U/M	UNIT BID	AMOUNT
008 added asphalt for MH 5A	10.000	115.000 *	$1,150.00

TOTAL BID: **$14,905.66**

*** CAUTION!!! The total bid shown may not be correct because of rounding. To correct rounding, return to the bid sheet and physically type Bid Units for all items with an * next to the Bid Unit value.**

Signature: _____

ITEM SHEET COSTS AS SHOWN

Item:	001	Unit of Measure:	LS
Description:	Added Cost for Drop MH, Core and Grout Existing MH	Bid Quantity:	1.00
		Take-off Quantity:	1.000
Cost Code:		Total Man-Hours:	8.00
Production:	HOURS	Man-Hours per Unit:	8.0000
Hours per Day:	8	Units / MH:	0.1250
Alternate:			

Item Production

ITEM#	DESCRIPTION	U/M	QTY	Units /Day	Days Req'd
001	Added Cost for Drop MH, Core and Grc	LS	1.00	6.67	0.15

Cost Detail for Item Z

R	Code	Description	QTY	U/M	Factor	Rate	Cost
Z	Z	Core Hole and Install Boot					
Z	Z	Brick and Grout Existing Hole					
L	FOR B	FOREMAN-GENERAL	1.00		1.00	100.58	100.58
L	LAB B	SKILLED LABORER	1.00		1.00	78.09	78.09
E	HAUL06	Foreman Pick-Up	1.00		1.00	14.32	14.32
M	CON09	Bagged Grout	1.00	bags	1.00	8.00	8.00
Z	Z	Install Drop					
L	FOR B	FOREMAN-GENERAL	1.00		2.00	100.58	201.16
L	LAB B	SKILLED LABORER	1.00		2.00	78.09	156.18
L	LAB B	SKILLED LABORER	1.00		2.00	78.09	156.18
E	HAUL06	Foreman Pick-Up	1.00		2.00	14.32	28.65
M	WRITEIN	8" PVC Cross	1.00	EA	1.00	77.80	77.80
M	DR35-08	8" PVC (SDR-35)	14.00	LF	1.00	3.82	53.48
M	PVCAP08	8" PVC Cap	2.00	Each	1.00	16.00	32.00
M	PV45X08	8" PVC 45 Degree Bend	1.00	Each	1.00	42.76	42.76
M	WRITEIN	SS Straps	2.00	EA	1.00	31.61	63.22
S	WRITEIN	Witch Enterprises Core MH	1.00	ea	1.00	750.00	750.00

Item Unit Cost: **1,762.40** **Item Total Cost:** **1,762.40**

	Labor	Equipment	Rental Eq	Material	Subcontract	Other
Total:	692.17	42.97	0.00	277.26	750.00	0.00
Unit:	692.17	42.97	0.00	277.26	750.00	0.00

Bid Data for Item: 001

	Quantity	Bid Unit	Bid Amount	Total Cost	Prof & Ovhd	Windfall
Bid Qty:	1.00	2,026.77	2,026.77	1,762.40	264.37	
Take-off Qty:	1.00	2,026.77	2,026.77	1,762.40	264.36	0.00

Item:	002	Unit of Measure:	EA
Description:	Added Cost for New MH 5A	Bid Quantity:	1.00
Cost Code:		Take-off Quantity:	1.000
Production:	HOURS	Total Man-Hours:	32.00
Hours per Day:	8	Man-Hours per Unit:	32.0000
Alternate:		Units / MH:	0.0313

Item Production

ITEM#	DESCRIPTION	U/M	QTY	Units /Day	Days Req'd
002	Added Cost for New MH 5A	EA	1.00	0.25	4.00

Cost Detail for Item FOR B

R	Code	Description	QTY	U/M	Factor	Rate	Cost
L	FOR B	FOREMAN-GENERAL	1.00		4.00	100.58	402.31
L	LAB B	SKILLED LABORER	1.00		4.00	78.09	312.35
L	LAB B	SKILLED LABORER	1.00		4.00	78.09	312.35
L	OP A	"A" OPERATOR	1.00		4.00	98.51	394.05
L	OP B	"B" OPERATOR	1.00		4.00	96.15	384.59
E	EXC02	Link-Belt 300X4 (2016)	1.00		4.00	58.50	234.02
E	LDR05	Cat. 930G Loader (2005)	1.00		4.00	38.39	153.55
S	TRIAXLE	TRI-AXLE DUMP Truck-HRLY RATE	2.00	DAY	4.00	135.00	1,080.00
E	HAUL06	Foreman Pick-Up	1.00		4.00	14.32	57.29
M	STONE01	1'S & 2'S CRUSHED	3.00	TON	1.00	20.70	62.10
M	STONE02	CRUSHER RUN	10.00	Ton	1.00	15.70	157.00
M	WRITEIN	60" Dia Manhole	1.00	EA	1.00	1,875.00	1,875.00
M	WRITEIN	Cast Iron Frame and Cover	1.00	EA	1.00	228.00	228.00
Z	Z	Raise rame and Cover and Pour Invert					
L	FOR B	FOREMAN-GENERAL	1.00		4.00	100.58	402.31
L	LAB B	SKILLED LABORER	2.00		4.00	78.09	624.71
E	HAUL06	Foreman Pick-Up	1.00		4.00	14.32	57.29
M	CONC1	Class A Concrete	1.50	CY	1.00	115.00	172.50
M	MHDONUT	DONUT FOR GRADE ADJ.	1.00	EA	1.00	150.00	150.00

Item Unit Cost: 7,059.43 **Item Total Cost: 7,059.43**

	Labor	Equipment	Rental Eq	Material	Subcontract	Other
Total:	2,832.67	502.16	0.00	2,644.60	1,080.00	0.00
Unit:	2,832.67	502.16	0.00	2,644.60	1,080.00	0.00

Bid Data for Item: 002

	Quantity	Bid Unit	Bid Amount	Total Cost	Prof & Ovhd	Windfall
Bid Qty:	1.00	8,118.35	8,118.35	7,059.43	1,058.92	
Take-off Qty:	1.00	8,118.35	8,118.35	7,059.43	1,058.91	0.00

Item:	003	Unit of Measure:	CY
Description:	Added Excavation for Deeper Sewer	Bid Quantity:	117.00
Cost Code:		Take-off Quantity:	117.000
Production:	HOURS	Total Man-Hours:	20.00
Hours per Day:	8	Man-Hours per Unit:	0.1709
Alternate:		Units / MH:	5.8500

Item Production

ITEM#	DESCRIPTION	U/M	QTY	Units /Day	Days Req'd
003	Added Excavation for Deeper Sewer	CY	117.00	29.25	4.00

Cost Detail for Item FOR B

R	Code	Description	QTY	U/M	Factor	Rate	Cost
L	FOR B	FOREMAN-GENERAL	1.00		4.00	100.58	402.31
L	LAB B	SKILLED LABORER	1.00		4.00	78.09	312.35
L	LAB B	SKILLED LABORER	1.00		4.00	78.09	312.35
L	OP A	"A" OPERATOR	1.00		4.00	98.51	394.05
L	OP B	"B" OPERATOR	1.00		4.00	96.15	384.59
E	EXC02	Link-Belt 300X4 (2016)	1.00		4.00	58.50	234.02
E	LDR06	CAT 930K Loader (2013)	1.00		4.00	36.61	146.43
E	HAUL06	Foreman Pick-Up	1.00		4.00	14.32	57.29
S	TRIAXLE	TRI-AXLE DUMP Truck-HRLY RATE	2.00	DAY	4.00	135.00	1,080.00
		Item Unit Cost: 28.41				**Item Total Cost:**	**3,323.40**

	Labor	Equipment	Rental Eq	Material	Subcontract	Other
Total:	1,805.65	437.74	0.00	0.00	1,080.00	0.00
Unit:	15.43	3.74	0.00	0.00	9.23	0.00

Bid Data for Item: 003

	Quantity	Bid Unit	Bid Amount	Total Cost	Prof & Ovhd	Windfall
Bid Qty:	117.00	32.67	3,821.91	3,323.40	498.51	
Take-off Qty:	117.00	32.67	3,821.91	3,323.40	498.51	0.00

Item:	004	Unit of Measure:	CY
Description:	Deduct Excavation for Shallow Sewer	Bid Quantity:	58.00
Cost Code:		Take-off Quantity:	58.000
Production:	HOURS	Total Man-Hours:	-9.91
Hours per Day:	8	Man-Hours per Unit:	-0.1709
Alternate:		Units / MH:	-5.8500

Item Production

ITEM#	DESCRIPTION	U/M	QTY	Units /Day	Days Req'd
004	Deduct Excavation for Shallow Sewer	CY	58.00	29.25	1.98

Cost Detail for Item FOR B

R	Code	Description	QTY	U/M	Factor	Rate	Cost
L	FOR B	FOREMAN-GENERAL	-1.00		1.98	100.58	-199.44
L	LAB B	SKILLED LABORER	-1.00		1.98	78.09	-154.84
L	LAB B	SKILLED LABORER	-1.00		1.98	78.09	-154.84
L	OP A	"A" OPERATOR	-1.00		1.98	98.51	-195.34
L	OP B	"B" OPERATOR	-1.00		1.98	96.15	-190.65
E	HAUL06	Foreman Pick-Up	-1.00		1.98	14.32	-28.40
E	EXC02	Link-Belt 300X4 (2016)	-1.00		1.98	58.50	-116.01
E	LDR06	CAT 930K Loader (2013)	-1.00		1.98	36.61	-72.59
S	TRIAXLE	TRI-AXLE DUMP Truck-HRLY RATE	-2.00	DAY	2.00	135.00	-540.00
		Item Unit Cost: -28.48				**Item Total Cost:**	**-1,652.11**

	Labor	Equipment	Rental Eq	Material	Subcontract	Other
Total:	-895.11	-217.00	0.00	0.00	-540.00	0.00
Unit:	-15.43	-3.74	0.00	0.00	-9.31	0.00

Bid Data for Item: 004

	Quantity	Bid Unit	Bid Amount	Total Cost	Prof & Ovhd	Windfall
Bid Qty:	58.00	-32.76	-1,899.93	-1,652.11	-247.82	
Take-off Qty:	58.00	-32.76	-1,899.93	-1,652.11	-247.82	0.00

ITEM SHEET COSTS AS SHOWN

Item:	005	Unit of Measure:	LF
Description:	Added Sawcut for New MH #5A	Bid Quantity:	30.00
Cost Code:		Take-off Quantity:	30.000
Production:	DAYS	Total Man-Hours:	0.00
Hours per Day:	8	Man-Hours per Unit:	0.0000
Alternate:		Units / MH:	0.0000

Item Production

ITEM#	DESCRIPTION	U/M	QTY	Units /Day	Days Req'd
005	Added Sawcut for New MH #5A	LF	30.00	30.00	1.00

Cost Detail for Item WRITEIN

R	Code	Description	QTY	U/M	Factor	Rate	Cost
S	WRITEIN	saw sub	30.00	lf	1.00	4.00	120.00

Item Unit Cost: **4.00** **Item Total Cost:** **120.00**

	Labor	Equipment	Rental Eq	Material	Subcontract	Other
Total:	0.00	0.00	0.00	0.00	120.00	0.00
Unit:	0.00	0.00	0.00	0.00	4.00	0.00

Bid Data for Item: 005

	Quantity	Bid Unit	Bid Amount	Total Cost	Prof & Ovhd	Windfall
Bid Qty:	30.00	4.60	138.00	120.00	18.00	
Take-off Qty:	30.00	4.60	138.00	120.00	18.00	0.00

ITEM SHEET COSTS AS SHOWN

Item:	006	Unit of Measure:	EA
Description:	Added Height Adustment for SMH #6	Bid Quantity:	1.00
Cost Code:		Take-off Quantity:	1.000
Production:	HOURS	Total Man-Hours:	2.50
Hours per Day:	8	Man-Hours per Unit:	2.5000
Alternate:		Units / MH:	0.4000

Item Production

ITEM#	DESCRIPTION	U/M	QTY	Units /Day	Days Req'd
006	Added Height Adustment for SMH #6	EA	1.00	2.00	0.50

Cost Detail for Item FOR B

R	Code	Description	QTY	U/M	Factor	Rate	Cost
L	FOR B	FOREMAN-GENERAL	1.00		0.50	100.58	50.29
L	LAB B	SKILLED LABORER	1.00		0.50	78.09	39.04
L	LAB B	SKILLED LABORER	1.00		0.50	78.09	39.04
L	OP A	"A" OPERATOR	1.00		0.50	98.51	49.26
L	OP B	"B" OPERATOR	1.00		0.50	96.15	48.07
E	EXC02	Link-Belt 300X4 (2016)	1.00		0.50	58.50	29.25
E	LDR05	Cat. 930G Loader (2005)	1.00		0.50	38.39	19.19
S	TRIAXLE	TRI-AXLE DUMP Truck-HRLY RATE	2.00	DAY	0.50	135.00	135.00
M	WRITEIN	60" 2.3' MH Riser	1.00	EA	1.00	370.00	370.00

Item Unit Cost: 779.15 **Item Total Cost: 779.15**

	Labor	Equipment	Rental Eq	Material	Subcontract	Other
Total:	225.71	48.45	0.00	370.00	135.00	0.00
Unit:	225.71	48.45	0.00	370.00	135.00	0.00

Bid Data for Item: 006

	Quantity	Bid Unit	Bid Amount	Total Cost	Prof & Ovhd	Windfall
Bid Qty:	1.00	896.03	896.03	779.15	116.88	
Take-off Qty:	1.00	896.03	896.03	779.15	116.87	0.00

Item:	007	Unit of Measure:	EA
Description:	Added Height Adustment for SMH #7	Bid Quantity:	1.00
Cost Code:		Take-off Quantity:	1.000
Production:	HOURS	Total Man-Hours:	2.50
Hours per Day:	8	Man-Hours per Unit:	2.5000
Alternate:		Units / MH:	0.4000

Item Production

ITEM#	DESCRIPTION	U/M	QTY	Units /Day	Days Req'd
007	Added Height Adustment for SMH #7	EA	1.00	2.00	0.50

Cost Detail for Item WRITEIN

R	Code	Description	QTY	U/M	Factor	Rate	Cost
M	WRITEIN	60" 1' MH Riser	1.00	EA	1.00	160.00	160.00
L	FOR B	FOREMAN-GENERAL	1.00		0.50	100.58	50.29
L	LAB B	SKILLED LABORER	1.00		0.50	78.09	39.04
L	LAB B	SKILLED LABORER	1.00		0.50	78.09	39.04
L	OP A	"A" OPERATOR	1.00		0.50	98.51	49.26
L	OP B	"B" OPERATOR	1.00		0.50	96.15	48.07
E	EXC02	Link-Belt 300X4 (2016)	1.00		0.50	58.50	29.25
E	LDR05	Cat. 930G Loader (2005)	1.00		0.50	38.39	19.19
S	TRIAXLE	TRI-AXLE DUMP Truck-HRLY RATE	2.00	DAY	0.50	135.00	135.00

Item Unit Cost: 569.15 **Item Total Cost: 569.15**

	Labor	Equipment	Rental Eq	Material	Subcontract	Other
Total:	225.71	48.45	0.00	160.00	135.00	0.00
Unit:	225.71	48.45	0.00	160.00	135.00	0.00

Bid Data for Item: 007

	Quantity	Bid Unit	Bid Amount	Total Cost	Prof & Ovhd	Windfall
Bid Qty:	1.00	654.53	654.53	569.15	85.38	
Take-off Qty:	1.00	654.53	654.53	569.15	85.37	0.00

ITEM SHEET COSTS AS SHOWN

Item:	008	Unit of Measure:	
Description:	added asphalt for MH 5A	Bid Quantity:	0.00
Cost Code:		Take-off Quantity:	10.000
Production:	DAYS	Total Man-Hours:	0.00
Hours per Day:	8	Man-Hours per Unit:	0.0000
Alternate:		Units / MH:	0.0000

Item Production

ITEM#	DESCRIPTION	U/M	QTY	Units /Day	Days Req'd
008	added asphalt for MH 5A		10.00	10.00	1.00

Cost Detail for Item WRITEIN

R	Code	Description	QTY	U/M	Factor	Rate	Cost
S	WRITEIN	paving sub	10.00	ton	1.00	100.00	1,000.00

Item Unit Cost: **100.00** **Item Total Cost:** **1,000.00**

	Labor	Equipment	Rental Eq	Material	Subcontract	Other
Total:	0.00	0.00	0.00	0.00	1,000.00	0.00
Unit:	0.00	0.00	0.00	0.00	100.00	0.00

Bid Data for Item: 008

	Quantity	Bid Unit	Bid Amount	Total Cost	Prof & Ovhd	Windfall
Bid Qty:	0.00	115.00	0.00	0.00	0.00	
Take-off Qty:	10.00	115.00	1,150.00	1,000.00	150.00	150.00

WITCH ENTERPRISES, INC.
PO Box 673
Agawam, MA 01001-0673

Tel. 413.786.7314 Fax 413.821.9965

INVOICE

INVOICE NO: 192557
INVOICE DATE: 10/18/17
PAGE: 1
PAYMENT TERMS: Net 30
CUSTOMER #: C19210
PURCH ORDER #: CONTRACT
JOB REQUEST #:
ORDERED BY: KEVIN TURE

WM SCHULTZ CONSTRUCTION INC
831 ROUTE 67
PO BOX 2620
BALLSTON SPA NY 12020

JOB SITE

SEWER SEPARATION PROJECT
2 RENWICK ST
NEWBURGH, NY

DATE/TICK	QUANTITY	DESCRIPTION	PRICE	AMOUNT
10/16/17 384008	1.00	CORE DRILL 12" DIA HOLE X 6" MANHOLE EXTRA Work SMH 5 → 5A	750.000	750.00

JOB # M155 COST CODE _____
PO / SK / SA SUB G/L ACCOUNT _____
EQUIP # _____ COST ITEM _____
RECEIVED NOV 03 2017
PRICE VERIFIED _____ QTY VERIFIED _____
APPROVAL #1 KT APPROVAL #2 _____
ENTERED BY _____ PYMT APPROVAL _____

SALE AMOUNT:	750.00
SALES TAX:	0.00
TOTAL AMOUNT:	$750.00

Visit our website at www.WitchEnterprises.com

Formerly HD Supply Waterworks

Bid Proposal for Newburgh 8" PVC drop

W.M. SCHULTZ CONSTRUCTION,INC.
Bid Date: 10/18/2017
Core & Main Bid #: 429999

Core & Main
14 Arch St
Watervliet, NY 12189
Phone: 518-273-6300
Fax: 518-273-0238

Seq#	Qty	Description	Units	Price	Ext Price
10	14	8X14' SDR35 PVC SWR PIPE(G)	FT	3.82	53.48
20	1	8X8 PVC SDR35 SWR CROSS HXH SOLVENT WELD (GLUE)	EA	77.80	77.80
30	1	8 PVC SDR35 SWR 45 HXH SOLVENT WELD (GLUE)	EA	42.76	42.76
40	1	3/4 X 50' SS STRAP	EA	63.22	63.22
				Sub Total	237.26
				Total	**237.26**

CITY OF NEWBURGH
SOUTH WATER STREET SEWER SEPARATION PROJECT

CHANGE ORDER PROPOSAL

Change Order Proposal No.: **M-155-** Date: November 20, 2017

Submitted in Response to Proposal Request No.: RFCOP #3

Contract Name and No.: **Bid # 12-17 South Water Street Sewer Separation**

Contractor: **WM Schultz Construction, Inc.**

Subject: Existing utility obstructions and removal and abandon existing utilities

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The following changes to the Contract are proposed:

SCOPE OF WORK: *(attach and list supporting information as required)*

1. *Item*: Per RFCOP #2
2. *Item*:

JUSTIFICATION:

1. *Item*: As order by engineer, existing utility pipes are in conflict with new construction
2. *Item*:

CHANGES IN CONTRACT PRICE AND CONTRACT TIMES:

We propose that the Contract Price and Contract Times be changed as follows:

For Contract Price, when requested by Engineer, attach detailed cost breakdowns for Contractor and Subcontractors, Supplier quotations, and other information required.

For the Contract Times, state increase, decrease, or no change to Contract Times for Substantial Completion, readiness for final payment, and Milestones, if any. If increase or decrease, state specific number of days for changes to the Contract Times.

Description	Amount	Contract Times (days)	
		Substantial	Final
1. Item 1	~~$78,169.18~~	~~4.50~~	~~4.50~~
2. Item	$0.00	0	0
Total This Change Order Proposal	~~*$78,169.18*~~ **$73,314.97**	~~*4.50*~~	~~*4.50*~~

Changes to Milestones, if any:

The adjustment proposed is the entire adjustment to the Contract to which the proposer believes it is entitled as a result of the proposed change.

Change Order Proposal By: Kevin C. Ture, Sr. Project Manager

Signature of Proposer: electronically signed on 11/20/17

M155 NEWBURGH EXTRA WORK
REMOVAL OF OBSTRUCTIONS, PIPES, ETC.

			LABOR HOURS						EQUIPMENT HOURS											
DAY SHIFT	DATE	EWR#	FORE	OPT A	OPT B	LAB	TEAM	TOTALS	LB 300	F750 DUMP	F250 PICKUP	TANDEM DUMP	Z67 LOADER	F450 Rack	LIGHT PLANTS	Dynapac Roller	SKID STEER	CAT 314	LIEBHERR USE Cat 322	SM TR BOX
	16-Oct	4096	9	8		32		49	8		8	8	8	8		8				
	17-Oct	4100	1.5		1.5	1.5		4.5				1.5						1.5		
	20-Oct	4102	3.5	3.5		7		14			3.5							3.5		
	25-Oct	4590	1.5	1.5	1.5	4.5		9	1.5	1.5	1.5	1.5	1.5		0		1.5		1.5	
	26-Oct	4591	1	1	1	3		6	1	1	1	1	1		0		1			
	27-Oct	4592	2.5	2.5	2.5	7.5		15	2.5	2.5		2.5	2.5	2.5	0		2.5		2.5	
	30-Oct	4058		3	3		3	9	3			3	1							
	31-Oct	4064	3.5	3.5	3.5		3.5	14	3.5		3.5	3.5	3.5							
	31-Oct	4594	3	3	3	9		18	2.5	2.5		2.5	2.5	2.5	0		2.5		2.5	
	2-Nov	4595	1	1	1	3		6	1	1	1	1	1		0					
	3-Nov	4052	1	1	1	3		6	1	1	1	1	1		0				1	
	3-Nov	4054	3	3	6	3	6	21	3	3	3	3	3				3		3	
	6-Nov	4596	1	1	2	3		7	1	1	1	1	1							
	9-Nov	4055	2	2		4		8	2		2	2	2						2	
	13-Nov	4053	4	6		6		16	4		4	5	2						2	
	15-Nov	4066	7	7		26		40		7	7								7	
	17-Nov	4067	4	4	4	12		24		4	4		4						4	
Total Hours			48.5	51	30	124.5	12.5	266.5												
Rate			$ 105.35	$ 102.51	$ 100.25	$ 79.50	$ 77.24													
Cost			$ 5,109.48	$ 5,228.01	$ 3,007.50	$ 9,897.75	$ 965.50	$ 24,208.24												
NIGHT SHIFT	13-Oct	4583	12	11	11	23	11	68	8		10	10	10		150					
	16-Oct	4584	4	4		8	4	20			4		4		60			4	4	4
	17-Oct	4585	2	2	2	6		12	2		2	2	2		30				2	
	18-Oct	4586	1	1	1	3		6	1	1		1	1		15				1	
	19-Oct	4588	1.5	1.5	1.5	4.5		9	1.5	1.5	1.5	1.5	1.5		22.5				1.5	
	20-Oct	4589	1	1	1	3		6	1	1	1	1	1		15		1		1	
Total Hours			21.5	20.5	16.5	47.5	15	121	47.5	28	59	52	53.5	13	292.5	8	11.5	9	35	4
Rate			$ 121.16	$ 117.90	$ 115.30	$ 87.77	$ 84.97		$ 134.22	$ 53.64	$ 12.28	$ 74.60	$ 53.64	$ 22.02	$ 14.58	$ 36.28	$ 42.68	$ 74.55	$ 111.80	
Cost			$ 2,604.94	$ 2,416.95	$ 1,902.45	$ 4,169.08	$ 1,274.55	$ 12,367.97	$ 6,375.45	$ 1,501.92	$ 724.52	$ 3,879.20	$ 2,869.74	$ 286.26	$ 4,264.65	$290.24	$ 490.82	$ 670.95	$ 3,913.00	$ -
						Labor Cost		$ 36,576.20										Total Equipment Cost		$ 25,266.75

Material Worksheet

DATE		MATERIAL		QUANT	UNIT	Price	Amount
18-Oct		Cement		1	bag	$ 11.69	$ 11.69
19-Oct		Bricks		10	ea	$ 0.36	$ 3.60
25-Oct		Cement		1	bag	$ 11.69	$ 11.69
25-Oct		Bricks		10	ea	$ 0.36	$ 3.60
26-Oct		Cement		2	bag	$ 11.69	$ 23.38
26-Oct		Bricks		15	ea	$ 0.36	$ 5.40
27-Oct		Cement		2	bag	$ 11.69	$ 23.38
27-Oct		Bricks		20	ea	$ 0.36	$ 7.20
31-Oct		Crushed Stone		160	ton	$ 20.00	$ 3,200.00
2-Nov		Cement		1	bag	$ 11.69	$ 11.69
3-Nov		Bricks		10	ea	$ 0.36	$ 3.60
3-Nov		Cement		2	bag	$ 11.69	$ 23.38
3-Nov		Bricks		15	ea	$ 0.36	$ 5.40
6-Nov		Cement		1	bag	$ 11.69	$ 11.69
9-Nov		Cement		1	bag	$ 11.69	$ 11.69
9-Nov		Bricks		15	ea	$ 0.36	$ 5.40
13-Nov		Crushed Concrete Subbase		50	ton	$ 11.25	$ 562.50
13-Nov		Flowfill		5	cy	$ 125.00	$ 625.00
TOTAL MATERIALS COST							$ 4,550.29

Labor Cost	$ 36,576.20
Equipment Cost	$ 25,266.75
Material Cost	$ 4,550.29
Subtotal Cost	$ 66,393.24
15% OH and P	$ 9,958.99
SUB STILSING ELEC	$ 1,415.43
WITCH SAWCUT 63' x $5	$ 315.00
5% OH & P on subs	$ 86.52
TOTAL CHANGE ORDER COST	$ 78,169.18

W.M. Schultz Construction, Inc.

EXTRA WORK REPORT

NO: 4583 DATE: 10-13-17

CUSTOMER: City of Newburgh JOB SITE: South Water Street Sewer Separation

WORK PERFORMED: We Started the night shift looking to install MH 1A but Encountered unmark and unknown Utilities one we assumed was Gas So we Contacted Central hudsons hrs Later they Showed up and said it was abandoned, while Digging Second test hole on Gas we Located a 12 cast pipe We assumed water Line could get anyone for water Dept to respond, we traced 12" Line with our Locator and Saw it ran up the road with our trench. We Dug 2nd test hole.

LABOR

PERSONNEL	CRAFT/TRADE	HOURS	COMMENTS
Joe Weber	Superintendent	12	
Paul Ferguson	Operator	11	
Tom BonFiglioni	Boperator	11	
Dan Beck	Laborer	11½	
Dan Herting	Laborer	11½	
William Edwards	Teamster	11	

EQUIPMENT AND TOOLS

MAKE AND MODEL	SIZE/CAPACITY	HOURS	COMMENTS
Link Belt Excavator	300	8	
Cat Excavator	314	8	
Kawasaki Loader	67	10	
tandem Dump truck		10	
15 Light Plants		10	
ford Pick up	250	10	
liebherr Excavator	A 904	10	

MATERIALS

DESCRIPTION	UNIT OF MEASURE	HOURS	COMMENTS
Information listed was verified by Bob Zimmer - 10/19/17 Aleise McGroddy			

YELLOW: Customer WHITE COPY: Office

CUSTOMER ACKNOWLEDGEMENT

Reorder From NEBS CUSTOM printing service 1-800-988-6327 NEBS, Inc. Groton, MA 01471 www.nebs.com Rel. No: G 054300506

W.M. Schultz Construction, Inc.

EXTRA WORK REPORT

NO: 4096 DATE: 10/16/17 MONDAY

CUSTOMER: City of New Bern JOB SITE: New Bern Sewer
STATION 9+76

WORK PERFORMED: Tried To Excavate for Man Hole # 5 - found more old gas main in the way for Excavator Call central Hudson - Came out To Look - found Contaminated Soils in ground - Sheila Had meter - Levels were 20 and over Jason Marion also came - we were advised not To go into Hole - Jason Took Samples - They will not be in until Wendsday afternoon - We had To Backfill Hole and move away - after picking up Cones Closure we Lost all day - 9 Hours

LABOR

PERSONNEL	CRAFT/TRADE	HOURS	COMMENTS
James Smith	operator B	8	
Lavin Carter	Flager	8	
Melissa Marry	Labor 2	8	
Qadir Orin	Labor 2	8	
Tom McCauley Jr	Flager	8	
Sal Sabella	Foreman	9	

EQUIPMENT AND TOOLS

MAKE AND MODEL	SIZE/CAPACITY	HOURS	COMMENTS
Foreman Pickup	F-250	8	
" "	" "		
189 Rock Truck	F450	8	
303 Dynapac Roller	CA15	8	
R-2000 Dump Truck	10-14 yd	8	
R 11167 Kawasaki Loader	1157	8	
R-2066 LINKBELT EX 4365		8	

MATERIALS

DESCRIPTION	UNIT OF MEASURE	HOURS	COMMENTS
Information provided agrees with my field notes -			
Heide M Hodge			
10/19/17			

YELLOW: Customer WHITE COPY: Office

CUSTOMER ACKNOWLEDGEMENT

Reorder From NEBS CUSTOM printing service 1-800-999-6327 NEBS, Inc. Groton, MA 01471 www.nebs.com Ref. No: G 054300606

W.M. Schultz Construction, Inc.

EXTRA WORK REPORT

NO: 4584 DATE: 10-16-17

CUSTOMER: City of Newburgh JOB SITE: South Water Street Sewer Separation

WORK PERFORMED: We reopen holes at found 12" cast Line So water Dept can tap Line. We alo uncovered 4" abandoned gas Line and Busted it out of our Way and Spray foamed End of Line. Both taps showed 12" Line was abandoned.

LABOR

PERSONNEL	CRAFT/TRADE	HOURS	COMMENTS
Joe Weber	Superintendent	4	
Paul Ferguson	Operator	4	
Dan Buch	Laborer	4	
Dan Herting	Laborer	4	
Willian Edwards	Teamster	4	

EQUIPMENT AND TOOLS

MAKE AND MODEL	SIZE/CAPACITY	HOURS	COMMENTS
Cat Excavator	314	4	
Kawasaki Loade	67	4	
Liebherr Excavator	A 904	4	
Ford Pick up	250	4	
15 Light Plants		4	
Small Trench Box		4	

MATERIALS

DESCRIPTION	UNIT OF MEASURE	HOURS	COMMENTS

Time & Materials verified by GERC 10/18/17

YELLOW: Customer WHITE COPY: Office

CUSTOMER ACKNOWLEDGEMENT

Reorder From NEBS CUSTOM printing service 1-800-866-6327 NEBS, Inc. Groton, MA 01471 www.nebs.com Ref No: G 054300600

W.M. Schultz Construction, Inc.

EXTRA WORK REPORT

NO: 4100 DATE: 10/17/17 Tuesday

CUSTOMER: City New Bors JOB SITE: New Burg SEWER

WORK PERFORMED: DIS & FORM FOR SLAB AT SEWER PLANT
TRIED TO EXCAVATE FOR K-WAY in SLAB - FOUND
DUCT BANK IN THE WAY - MOVED OVER - THEN FOUND 2"
FORCE MAIN - MOVED AGAIN & THEN EXCAVATED
LOST ANY HOURS 1/2 8:30 - 10:00 AM

LABOR

PERSONNEL	CRAFT/TRADE	HOURS	COMMENTS
Sal Sorbello	Foreman	1½	
Jim Smith	Operator B	1½	
Qadir Din	Laborer 2	1½	

EQUIPMENT AND TOOLS

MAKE AND MODEL	SIZE/CAPACITY	HOURS	COMMENTS
314 CAT EXCAVATOR	314	1½	
R-2000 Dump TRUCK	10-14 YDS	1½	

MATERIALS

DESCRIPTION	UNIT OF MEASURE	HOURS	COMMENTS
Information listed was verified by Bob Zimmer - 10/19/17 Heide McNod			

YELLOW: Customer WHITE COPY: Office

CUSTOMER ACKNOWLEDGEMENT

Reorder From NEBS CUSTOM printing service 1-800-888-6327 NEBS, Inc. Groton, MA 01471 www.nebs.com Ref. No: G 051300606

W.M. Schultz Construction, Inc.

EXTRA WORK REPORT NO: 4585 DATE: 10-17-17

CUSTOMER: City of Newburgh JOB SITE: South Water Street Sewer Seperation

WORK PERFORMED: Crew time Removing 4" cast gas main and Locating 12" cast main and Busting it at Edge of trench and fill abandoned End with Blocks and Cement

LABOR

PERSONNEL	CRAFT/TRADE	HOURS	COMMENTS
Joe Weber	Superintendent	2	
Paul Ferguson	A operator	2	
Ethan Shilde	B operator	2	
Dan Buck	Laborer	2	
Dan Herting	Laborer	2	
Willian Edwards	Laborer	2	

EQUIPMENT AND TOOLS

MAKE AND MODEL	SIZE/CAPACITY	HOURS	COMMENTS
Link Belt Excavator	330	2	
~~Cat~~ 15 Light Plants		2	
Kawasahi Loader	672		
Internation tanden Dump truck		2	
Ford Pick up	F-250	2	
Liebherr Excavator	A 904	2	

MATERIALS

DESCRIPTION	UNIT OF MEASURE	HOURS	COMMENTS

Time & Materials verified by GEPC 10/18/17

YELLOW: Customer WHITE COPY: Office

CUSTOMER ACKNOWLEDGEMENT

Reorder From NEBS CUSTOM printing service 1-800-388-6327 NEBS, Inc. Groton, MA 01471 www.nebs.com Ref. No: G 054300606

W.M. Schultz Construction, Inc.

EXTRA WORK REPORT

NO: 4586 DATE: 10-18-17

CUSTOMER: City of Newburgh JOB SITE: South Water Street Sewer Separation

WORK PERFORMED: Crew time Spent Removing 4" Gas Main and Busting it off at the edge of trench and Bricking and Cementing End.

LABOR

PERSONNEL	CRAFT/TRADE	HOURS	COMMENTS
Joe Weber	Superintendent	1	
Paul Ferguson	A operator	1	
Ethan Shilde	B operator	1	
Dan Back	Laborer	1	
Dan Herting	Laborer	1	
Willian Edwards	Laborer	1	

EQUIPMENT AND TOOLS

MAKE AND MODEL	SIZE/CAPACITY	HOURS	COMMENTS
Link Belt Excavator	300	1	
Kawasaki Loader	67Z	1	
International tandon Dump truck		1	
Ford Pick up	F-250	1	
Liebherr Excavator	A 904	1	
15 Light Plants		1	
Ford Dump truck	F-750	1	

MATERIALS

DESCRIPTION	UNIT OF MEASURE	~~HOURS~~	COMMENTS
. Cement	Bag	1	

Verified (Hours) by GEPC 10/18/17

YELLOW: Customer WHITE COPY: Office

CUSTOMER ACKNOWLEDGEMENT

Reorder From NEBS CUSTOM printing service 1-800-225-6327 NEBS, Inc. Groton, MA 01471 www.nebs.com Rel. No: G 054300500

W.M. Schultz Construction, Inc.

EXTRA WORK REPORT

NO: 4588 DATE: 10-19-17

CUSTOMER: City of Newburgh JOB SITE: South Water Street Sewer Separation

WORK PERFORMED: Time Cost Removing abandoned 12" water main. 12" main Re entered our trench and is Running in our trench, we busted off pipe in two Location and Bricked and Cemented Ends of pipe.

LABOR

PERSONNEL	CRAFT/TRADE	HOURS	COMMENTS
Joe Weber	Superintendent	1½	
Paul Ferguson	A operator	1½	
Ethan Shilde	B operator	1½	
Dan Buck	Laborer	1½	
Dan Herring	Laborer	1½	
Bill Edwards	Laborer	1½	

EQUIPMENT AND TOOLS

MAKE AND MODEL	SIZE/CAPACITY	HOURS	COMMENTS
Cink Belt Excavator	300	1½	
Kawasaki Loader	267	1½	
International Dump truck	14 yard tandem	1½	
Ford Pick up	F-250	1½	
Liebherr Excavator	A 904	1½	
15 light plants		1½	
Ford Dump truck	F-750	1½	

MATERIALS

DESCRIPTION	UNIT OF MEASURE	~~HOURS~~	COMMENTS
Cement	Bag	1	
Concrete Bricks	Each	10	

Hours verified by [signature] GEPC 10/20/17

YELLOW: Customer WHITE COPY: Office

CUSTOMER ACKNOWLEDGEMENT

Reorder From NEBS CUSTOM printing service 1-800-888-6327 NEBS, Inc. Groton, MA 01471 www.nebs.com Ref. No: G 054300506

W.M. Schultz Construction, Inc.

EXTRA WORK REPORT

NO: 4102 DATE: 10/20/17

CUSTOMER: City of Newburg JOB SITE: New Berg Sewer

WORK PERFORMED: Expose old 4" gas main at MH #5 for CENTRIC Hudson To drill + verify that it is Retired - 15' From Curb - 4½' deep

LABOR

PERSONNEL	CRAFT/TRADE	HOURS	COMMENTS
Sal Sorbello	Foreman	3½	
James Smith	operator	3½	
Melissa Murry	Labor / Flagger	3½	
Chris Smith	Labor / Flagger	3½	

EQUIPMENT AND TOOLS

MAKE AND MODEL	SIZE/CAPACITY	HOURS	COMMENTS
314 CAT EXCAVATOR	314	3½	
Foreman Pickup	F-250	3½	

MATERIALS

DESCRIPTION	UNIT OF MEASURE	HOURS	COMMENTS

YELLOW: Customer WHITE COPY: Office

CUSTOMER ACKNOWLEDGEMENT

Reorder From NEBS CUST©M™ printing service 1-800-225-6327 NEBS, Inc., Groton, MA 01471 www.nebs.com Ref. No: G 054300606

W.M. Schultz Construction, Inc.

EXTRA WORK REPORT

NO: 4589 DATE: 10-20-17

'STOMER: City of Newburgh JOB SITE: South Water Street Sewer Separation

WORK PERFORMED: Time Lost Removing abandoned 12" water main

LABOR

PERSONNEL	CRAFT/TRADE	HOURS	COMMENTS
Joe Weber	Superintendent	1	
Paul Ferguson	A operator	1	
Ethan Shilde	B operator	1	
Dan Buck	Laborer	1	
Dan Herting	Laborer	1	
Bill Edwards	Laborer	1	

EQUIPMENT AND TOOLS

MAKE AND MODEL	SIZE/CAPACITY	HOURS	COMMENTS
4wk Belt Excavator	300	1	
Kawasaki Loader	267	1	
Internation Dump truck	14 yard tandem	1	
Ford Pick up	F-250	1	
Liebherr Excavator	A 904	1	
15 light Plants		1	
Ford Dump truck	F-750	1	
Bobcat Skid Steer		1	

MATERIALS

DESCRIPTION	UNIT OF MEASURE	HOURS	COMMENTS

CUSTOMER ACKNOWLEDGEMENT

YELLOW: Customer WHITE COPY: Office

Reorder From NEBS CUSTOM printing service 1-800-886-6327 NEBS, Inc. Groton, MA 01471 www.nebs.com Rel. No: G 054300606

W.M. Schultz Construction, Inc.

EXTRA WORK REPORT

NO: 4590 DATE: 10-25-17

'STOMER: City of Newburgh JOB SITE: South water Street Sewer Separation

WORK PERFORMED: @ Time Lost Removing abandoned 12" water Main and Cementing up open Ends.

LABOR

PERSONNEL	CRAFT/TRADE	HOURS	COMMENTS
Joe Weber	Superintendent	1½	
Paul Ferguson	A operator	1½	
Ethan Shilde	B operator	1½	
Dan Buck	Laborer	1½	
Dan Herting	Laborer	1½	
Bill Edwards	Laborer	1½	

EQUIPMENT AND TOOLS

MAKE AND MODEL	SIZE/CAPACITY	HOURS	COMMENTS
Link Belt Excavator	300	1½	
Kawasaki Loader	Z 67	1½	
International Dump truck	14 yard tandem	1½	
Ford Pick up	F-250	1½	
Liebherr Excavator	A-904	1½	
Ford Dump truck	750	1½	
Bobcat Skid Steer		1½	
15 light Plants		1½	

MATERIALS

DESCRIPTION	UNIT OF MEASURE	~~HOURS~~	COMMENTS
Cement	Bag	1	
Bricks	Each	10	

CUSTOMER ACKNOWLEDGEMENT

Crenshaw

YELLOW: Customer WHITE COPY: Office

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W.M. Schultz Construction, Inc.

EXTRA WORK REPORT

NO: 4591 DATE: 10-26-17

'STOMER: City of Newburgh JOB SITE: South Water Street Sewer Separation

WORK PERFORMED: Time Cost Removing Bandoned 4" Gas Line and 12" Water main. Also had to mud up Lines in Multiple areas.

LABOR

PERSONNEL	CRAFT/TRADE	HOURS	COMMENTS
Joe Weber	Superintendent	1	
Paul Ferguson	A operator	1	
Ethan Shilds	B operator	1	
Dan Buch	Laborer	1	
Dan Herting	Laborer	1	
Bill Edwards	Laborer	1	

EQUIPMENT AND TOOLS

MAKE AND MODEL	SIZE/CAPACITY	HOURS	COMMENTS
Link Belt Excavator	300	1	
Kawasaki Loader	Z67	1	
International Dump truck	14 yard tandem	1	
Ford Pick up	F-250	1	
Liebher Excavator	A-904	1	
15 Light Plants		1	
Ford Dump truck	F-750	1	
Bobcat skid steer		1	

MATERIALS

DESCRIPTION	UNIT OF MEASURE	~~HOURS~~	COMMENTS
Cement	Bags	2	
Bricks	Each	15	

YELLOW: Customer WHITE COPY: Office

CUSTOMER ACKNOWLEDGEMENT

Reorder From NEBS CUSTOM printing service 1-800-988-6327 NEBS, Inc. Groton, MA 01471 www.nebs.com Ref. No: G 054300606

W.M. Schultz Construction, Inc.

EXTRA WORK REPORT

NO: 4592 DATE: 10-27-17

CUSTOMER: City of Newburgh JOB SITE: South Water Street Sewer Separation

WORK PERFORMED: Time Lost Removing 4" Gas and 12" water main and Cementing End in Multiple Location, Also uncovered a 8" Clay tile Line that crossed our trench we Slide a 6" PVC pipe up inside Both ends Just in case the pipe was still active. and Cement around Each end, This tile ~~pipe~~ pipe is 101' feet North of MH #4

LABOR

PERSONNEL	CRAFT/TRADE	HOURS	COMMENTS
Joe Weber	Superintendent	2½	
Paul Ferguson	A operator	2½	
Ethan Shilde	B operator	2½	
Dan Buck	Laborer	2½	
Dan Herting	Laborer	2½	
Bill Edwards	Laborer	2½	

EQUIPMENT AND TOOLS

MAKE AND MODEL	SIZE/CAPACITY	HOURS	COMMENTS
Link Belt Excavator	300	2½	
Kawasaki Loader	267	2½	
International Dump truck	14yard tandem	2½	
Ford Rack truck	F-450	2½	
Liebherr Excavator	A-904	2½	
15 Light Plants		2½	
Ford Dump truck	F-750	2½	
Bobcat Skid Steer		2½	

MATERIALS

DESCRIPTION	UNIT OF MEASURE	~~HOURS~~	COMMENTS
Cement	Bags	2	
Brick	Each	20	

YELLOW: Customer WHITE COPY: Office

CUSTOMER ACKNOWLEDGEMENT

Reorder From NEBS CUSTOM printing service 1-800-988-6327 NEBS, Inc. Groton, MA 01471 www.nebs.com Ref. No: G 054300696

W.M. Schultz Construction, Inc.

EXTRA WORK REPORT

NO: 4058 DATE: 10/30/17

STOMER: CITY OF NEWBURGH JOB SITE: M 155 NEWBURGH SEWER
ARCADIS (ENGINEER)

WORK PERFORMED: WHEN EXCAVATING FOR MH #1 / BORE RECIEVING PIT WE CAME ACROSS UNMARKED PIPES. DPW CITY OF NEWBURGH ON SITE TOO CONFIRM WHETHER PIPES WERE LIVE OR ABANDONED. THEY WERE ABANDONED. CUT PIPE DISPOSED AND CONCRETE BULKHEAD BOTH ENDS.

LABOR

PERSONNEL	CRAFT/TRADE	HOURS	COMMENTS
TOM BONFIGLIOLI	OP A	3	
JEFF ERIKSON	LAB B	3	
KIM SMITH	TEAMSTER	3	

EQUIPMENT AND TOOLS

MAKE AND MODEL	SIZE/CAPACITY	HOURS	COMMENTS
LINK BELT 300 (EXCAVATOR)		3	
T450 DEMO SAW		1	
KAWASAKI 672 (LOADER)		1	
TANDEM DUMP TRUCK		3	

MATERIALS

DESCRIPTION	UNIT OF MEASURE	HOURS	COMMENTS
Labor o Mat			
rented			
Steel McNow			

YELLOW: Customer WHITE COPY: Office

CUSTOMER ACKNOWLEDGEMENT

Reorder From NEBS CUSTOM printing service 1-800-225-6327 NEBS, Inc. Groton, MA 01471 www.nebs.com Ref. No: G 054300606

W.M. Schultz Construction, Inc.

EXTRA WORK REPORT

NO: 4594 DATE: 10-31-17

CUSTOMER: City of Newburgh JOB SITE: South water Street Sewer Separation

WORK PERFORMED: Night Crew Worked on Removing 12" water main and 4" Gas Line, and Bricked and Cemented open ends. We also got into the Contaminated Soil at MH #5 the Contaminated Soil was still found in trench about 60' out of Man Hole #5.

LABOR

PERSONNEL	CRAFT/TRADE	HOURS	COMMENTS
Joe Weber	Superintendent	3	
Paul Ferguson	Operator	3	
Ethan Shilde	Operator	3	
Dan Buck	Laborer	3	
Dan Hutting	Laborer	3	
Bill Edwards	Laborer	3	

EQUIPMENT AND TOOLS

MAKE AND MODEL	SIZE/CAPACITY	HOURS	COMMENTS
Link Belt Excavator	350	3	
Kawasaki Loader	267	3	
International Dump truck	14 yard tandem	3	
Ford pick up	F-250	3	
15 Light Plants		3	

MATERIALS

DESCRIPTION	UNIT OF MEASURE	~~HOURS~~	COMMENTS
Crushed Concrete	tons	160	
Rolls of Plastic	Rolls	3	

YELLOW: Customer WHITE COPY: Office

CUSTOMER ACKNOWLEDGEMENT

Hours Verified by [signature] GEPC 11/3/17

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W.M. Schultz Construction, Inc.

EXTRA WORK REPORT

NO: 4064 DATE: 10/31/17

STOMER: CITY OF NEWBURGH JOB SITE: M 155 NEWBURGH SEWER

WORK PERFORMED: HIT UNMARKED ELECTRIC LINE @ 7:30AM. WORKED ON WATERLINE RELOCATION ~~AT~~ UNTIL WE COULD GET ANSWER ON LINE. DOWN TIME DUE TO ELECTRIC LINE WAS FROM 9:30AM - 1:00pm (3.5 HRS) CENTRAL HUDSON KILLED POWER @ 1:00pm AND WE WERE ABLE TO PROCEED.

LABOR

PERSONNEL	CRAFT/TRADE	HOURS	COMMENTS
TONY CREMO	FOREMAN	3.5	
CARL SMITH	OP A	3.5	
KEN DIPIETRO	OP B	3.5	
KIM SMITH	TEAM.	3.5	

EQUIPMENT AND TOOLS

MAKE AND MODEL	SIZE/CAPACITY	HOURS	COMMENTS
LINK BELT 300 (EXCAVATOR)		3.5	
KAWASAKS 672 (LOADER)		3.5	
TANDEM DUMP TRUCK		3.5	
FORD F250 (PICKUP)		3.5	

MATERIALS

DESCRIPTION	UNIT OF MEASURE	HOURS	COMMENTS

Matches Field Observations

CUSTOMER ACKNOWLEDGEMENT

YELLOW: Customer WHITE COPY: Office

Reorder From NEBS CUSTOM printing service 1-800-869-6327 NEBS, Inc. Groton, MA 01471 www.nebs.com Ref. No: G 054300606

W.M. Schultz Construction, Inc.

EXTRA WORK REPORT

NO: 4595 DATE: 11-2-17

STOMER: City of Newburgh JOB SITE: South Water Sewer Separation

WORK PERFORMED: Time Cost Removing abandoned 12" water and 4" Gas Line and Cementing open Ends

LABOR

PERSONNEL	CRAFT/TRADE	HOURS	COMMENTS
Joe Weber	Superintendent	1	
Paul Ferguson	A operator	1	
Ethan Shilde	B operator	1	
Dan Buch	Laborer	1	
Dan Herting	Laborer	1	
Bill Edwards	Laborer	1	

EQUIPMENT AND TOOLS

MAKE AND MODEL	SIZE/CAPACITY	HOURS	COMMENTS
Link Belt Excavator	350	1	
Kawasaki Loader	267	1	
International Dump truck	14 yard tandem	1	
Ford Pick up	F-250	1	
Liebherr Excavator	A-904	1	
Ford Dump truck	F-750	1	
Bobcat Skid Steer		1	
15 Light Plants		1	

MATERIALS

DESCRIPTION	UNIT OF MEASURE	HOURS	COMMENTS
Cement	Bags	1	
Bricks	Each	10	
Time + Materials verified by M. Morden -			
Steve M. Murphy			
11/9/17			

YELLOW: Customer WHITE COPY: Office

CUSTOMER ACKNOWLEDGEMENT

Reorder From NEBS CUSTOM printing service 1-800-888-6327 NEBS, Inc. Groton, MA 01471 www.nebs.com Ref No: G 054300606

W.M. Schultz Construction, Inc.

EXTRA WORK REPORT

NO: 4054 DATE: 11-3-17

CUSTOMER: City of Newburgh JOB SITE: South Water Street Sewer Separation

WORK PERFORMED: Time lost Removing abandoned 12" water and 4" Gas Line and Cementing up open ends.

LABOR

PERSONNEL	CRAFT/TRADE	HOURS	COMMENTS
Tony Cerno	Foreman	3	
Carl Smith	A operator	3	
Tom BonFiglioli	B operator	3	
Pedro Jasso	Laborer	3	
Kim Smith	Teamster	3	
Ken Depietro	B operator	3	
James Parker	Teamster	3	

EQUIPMENT AND TOOLS

MAKE AND MODEL	SIZE/CAPACITY	HOURS	COMMENTS
Lesk Belt Excavator	350	3	
Liebherr Excavator	904	3	
Kawasaki Loader	267	3	
International Dump truck	14 yard tandem	3	
Ford Dump truck	F-750	3	
Ford Pick up	F-250	3	
Bob cat Skid Steer		3	

MATERIALS

DESCRIPTION	UNIT OF MEASURE	~~HOURS~~	COMMENTS
Cement	Bags	2	
Bricks	Each	15	
Labor & Materials noted on site are accurate, Work was also slow on 11/3 due to bar pipe removed + continued excavation of shale. + careful digging around hydrant / lateral	+		

Steve Mahoney 11/9/17

YELLOW: Customer WHITE COPY: Office CUSTOMER ACKNOWLEDGEMENT

Reorder From NEBS CUSTOM printing service 1-800-888-6327 NEBS, Inc. Groton, MA 01471 www.nebs.com Rel. No: G 054300606

W.M. Schultz Construction, Inc.

EXTRA WORK REPORT

NO: 4052 DATE: 11-3-17

CUSTOMER: City of Newburgh JOB SITE: South Water Street Sewer Separation

WORK PERFORMED: Time Lost Removing abandoned 12" water and 4" Gas Lines and Cementing up open ends.

LABOR

PERSONNEL	CRAFT/TRADE	HOURS	COMMENTS
Joe Weber	Superintendent	1	
Paul Ferguson	Operator	1	
Ethan Shilde	Boperator	1	
Dan Bach	Laborer	1	
Dan Herfing	Laborer	1	
Bill Edwards	Laborer	1	

EQUIPMENT AND TOOLS

MAKE AND MODEL	SIZE/CAPACITY	HOURS	COMMENTS
Link Belt Excavator	350	1	
Kawasaki Loader	Z67	1	
International Dump truck	14 yard tarden	1	
Ford Pick up	F-250	1	
Ford Dump truck	F-750	1	
Liebherr Excavator	904	1	
Bob cat Skid Steer		1	
15 Light Light Plants		1	

MATERIALS

DESCRIPTION	UNIT OF MEASURE	~~HOURS~~	COMMENTS
Rolls of Plastic for Contaminated Soil	Each	4	
Cement	Bags	1	
Bricks	Each	10	
~~Time & Material verified by~~ M. Mordas			
Note: Plastic is total amount over project to date.			

YELLOW: Customer WHITE COPY: Office

Steve Mordas 11/9/17

CUSTOMER ACKNOWLEDGEMENT

Reorder From NEBS CUSTOM printing service 1-800-869-6327 NEBS, Inc. Groton, MA 01471 www.nebs.com Ref No: G 051300606

W.M. Schultz Construction, Inc.

EXTRA WORK REPORT

NO: 4596 DATE: 11-6-17

'STOMER: City of Newburgh JOB SITE: South Water Street Sewer Separation

WORK PERFORMED: Time Lost Removing abandoned 12" water and 4" Gas main and Cementing up open ends. also had time preping pavement for Saw cutting in area of water relocation. We Cleaned pavement and marked out areas to ~~be~~ cut. We had a Sub cut pavement total of 63 feet

LABOR

PERSONNEL	CRAFT/TRADE	HOURS	COMMENTS
Joe Weber	Superintendent	1	
Karl Smith	A operator	1	
Tom Bonfiglioli	B operator	2	
Dan Buck	Laborer	1	
Dan Herting	Laborer	1	
Bill Edwards		1	

EQUIPMENT AND TOOLS

MAKE AND MODEL	SIZE/CAPACITY	HOURS	COMMENTS
Link Belt Excavator	350	1	
Kawasaki Loader	267	1	
International Dump truck	14 yard tandem	1	
Ford pickup	F-250	1	
Liebherr Excavator	904	1	
Ford Dump truck	F-750		
Bob Cat Skid Steer		2	

MATERIALS

DESCRIPTION	UNIT OF MEASURE	~~HOURS~~	COMMENTS
Witch enterprises (Saw cut Pavement)	feet	63	
Time + Material verified -			
Theresa McCready 11/9/17			

YELLOW: Customer WHITE COPY: Office

CUSTOMER ACKNOWLEDGEMENT

Reorder From NEBS CUSTOM printing service 1-800-388-6327 NEBS, Inc. Groton, MA 01471 www.nebs.com Ref. No. G 094300606

CITY OF NEWBURGH
SOUTH WATER STREET SEWER SEPARATION PROJECT

CHANGE ORDER PROPOSAL

Change Order Proposal No.: **M-155-** Date: 11/20/17

Submitted in Response to Proposal Request No.: RFCOP # 5

Contract Name and No.: **Bid # 12-17 South Water Street Sewer Separation**

Contractor: **WM Schultz Construction, Inc.**

Subject: Modifications to Force Main Route and tie-in to WWTP

The following changes to the Contract are proposed:

SCOPE OF WORK: *(attach and list supporting information as required)*

1. *Item*: SEE RFCOP #5, Modify Force Main Route, Remove obstructions and modify tie-in to WWTP
2. *Item*:

JUSTIFICATION:

1. *Item*: As order by Engineer
2. *Item*:

CHANGES IN CONTRACT PRICE AND CONTRACT TIMES:

We propose that the Contract Price and Contract Times be changed as follows:

For Contract Price, when requested by Engineer, attach detailed cost breakdowns for Contractor and Subcontractors, Supplier quotations, and other information required.

For the Contract Times, state increase, decrease, or no change to Contract Times for Substantial Completion, readiness for final payment, and Milestones, if any. If increase or decrease, state specific number of days for changes to the Contract Times.

Description	Amount	Contract Times (days)	
		Substantial	Final
1. Item 1	~~$17,820.85~~	~~4~~	~~4~~
2. Item	$0.00	0	0
Total This Change Order Proposal	~~***$17,820.85***~~ **$14,261.59**	~~*4*~~	~~*4*~~

Changes to Milestones, if any:

The adjustment proposed is the entire adjustment to the Contract to which the proposer believes it is entitled as a result of the proposed change.

Change Order Proposal By: _____

Signature of Proposer: electronically signed on November 20, 2017

M155 NEWBURGH EXTRA WORK
FORCE MAIN EXTRA'S

			LABOR HOURS					
	DATE	EWR#	FORE	OPT A	OPT B	LAB	TEAM	TOTALS
DAY SHIFT	13-Sep	4570	6	3		9		18
	15-Sep	4576	5	2.5		5		12.5
	18-Sep	4577	6					6
	20-Sep	4578	2			1		3
	21-Sep	4579	2					2
	22-Sep	4573	1			3		4
	28-Sep	4574	9			4.5		13.5
	3-Oct	4575	16			8		24
	4-Oct	4581	8			8		16
								0
Total Hours			55	5.5	0	38.5	0	99
Rate			$ 117.79	$ 116.25	$ 113.56	$ 89.52	$ 85.62	
Cost			$ 6,478.45	$ 639.38	$ -	$ 3,446.52	$ -	$ 10,564.35

			EQUIPMENT HOURS											
CAT 421	LB 300	F750 DUMP	F250 PICKUP	TANDEM DUMP	Z67 LOADER	F450 Rack	LIGHT PLANTS	TAMPER	SKID STEER	CAT 314	A 904 LIEB	SM TR BOX
		3	3		3					3	3	
		2.5	2.5		2.5					2.5	2.5	
			3							3		
			2									
			2									
			1									
			4.5							4.5		
			8							4		
			4							4		

NIGHT SHIFT								0
								0
								0
								0
								0
								0
								0
								0
Total Hours			0	0	0	0	0	0
Rate			$ 137.59	$ 133.70	$ 130.60	$ 99.41	$ 98.47	
Cost			$ -	$ -	$ -	$ -	$ -	$ -

Total Hours	0	0	5.5	30	0	5.5	0	0	0	0	21	5.5	0	
FHWA Rate			$ 74.60	$ 12.28		$ 53.64					74.55	111.8		
Cost	$ -	$ -	$ 410.30	$ 368.40	$ -	$ 295.02	$ -	$ -	$ -	$ -	$ 1,565.55	$ 614.90	$ -	

Labor Cost $ 10,564.35

Total Equipment Cost $ 3,254.17

Material Worksheet

DATE		MATERIAL		QUANT	UNIT	Price	Amount
9/15/2017		Rip rap		11.28	ton	$ 18.75	$ 211.50
9/28/2017		Isulation		2	sheets	$ 76.00	$ 152.00
10/3/2017	Core and Main	Misc see invoice H881962					$ 1,269.69
10/4/2017	Core and Main	Misc see invoice H902228					$ 44.69
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -

TOTAL MATERIALS COST $ 1,677.88

LABOR	$	10,564.35
EQUIPMENT	$	3,254.17
MATERIAL	$	1,677.88
SUBS		
TOTAL COST	$	15,496.40
15% Overhead and Profit	$	2,324.46
TOTAL CHANGE ORDER COST	$	17,820.85

W.M. Schultz Construction, Inc.

EXTRA WORK REPORT

NO: 4570 DATE: 9-13-17

CUSTOMER: City of Newburgh JOB SITE: South Water Street Sewer Separation

WORK PERFORMED: Crew worked on cutting pavement to reroute 6" force main because we encountered an old set of Railroad track in the path of New 6" force main, after Pavement was cut we Excavated under track and pulled pipe under tracks.

LABOR

PERSONNEL	CRAFT/TRADE	HOURS	COMMENTS
Joe Weber	Superintendent	3	
Sal Sorbello	Foreman	3	
Josh Craft	Laborer	3	
Melissa Murray	Laborer	3	
Nick Esposito	A operator	3	
Qadir Din	Laborer	3	

EQUIPMENT AND TOOLS

MAKE AND MODEL	SIZE/CAPACITY	HOURS	COMMENTS
Ford Dump truck (2016)	750	3	
Liebherr Excavator	A 904	3	
Cat Excavator	314	3	
Kawasaki Loader	67Z	3	
2-Stihl cut off Saw		1	
FOREMAN'S PICK-UP		3	

MATERIALS

DESCRIPTION	UNIT OF MEASURE	HOURS	COMMENTS

YELLOW: Customer WHITE COPY: Office

CUSTOMER ACKNOWLEDGEMENT

Reorder From NEBS CUSTOM printing service 1-800-586-6327 NEBS, Inc. Groton, MA 01471 www.nebs.com Ref. No: G 054300306

W.M. Schultz Construction, Inc.

EXTRA WORK REPORT

NO: 4576 DATE: 9-15-17

CUSTOMER: City of Newburgh JOB SITE: South Water Street Sewer Separation

WORK PERFORMED: White crew was Excavating trench to install 6" force main We encountered a concrete obstruction after ruling out it was an Electrical Duct Bank and Checking with plant workers and inspector We Slowley removed pieces of Concrete with excavator. We Notice an opening below concrete and Spent more time inspecting to obstruction after we removed top We were able to Look up Both side and Discovered it was an old Stone Laid Drain Line, Town Engineer had us fill area where pipe trench Cross with Light Rip Rap and Cover stone with fabric.

LABOR

PERSONNEL	CRAFT/TRADE	HOURS	COMMENTS
Joe Weber	Superintendent	2½	
Sal Sorbello	Foreman	2½	
Melissa Murry	Laborer	2½	
Nick Esposito	A operator	2½	
Qadir Din	Laborer	2½	

EQUIPMENT AND TOOLS

MAKE AND MODEL	SIZE/CAPACITY	HOURS	COMMENTS
Ford Dump truck	750	2½	
Liebherr Excavator	A904	2½	
Cat Excavator	314	2½	
Kawasaki Loader	672	2½	
FOREMAN'S PICKUP		2½	

MATERIALS

DESCRIPTION	UNIT OF MEASURE	~~HOURS~~	COMMENTS
Rip Rap	tons	11.28	

YELLOW: Customer WHITE COPY: Office

CUSTOMER ACKNOWLEDGEMENT

Reorder From NEBS CUSTOM printing service 1-800-225-6327 NEBS, Inc. Groton, MA 01471 www.nebs.com

Rel No G 054300806

W.M. Schultz Construction, Inc.

EXTRA WORK REPORT

NO: 4577 DATE: 9-13-17

CUSTOMER: City Newburgh JOB SITE: South Water Street Sewer Separation

WORK PERFORMED: Time Spent Removing 2" plant water Line and yard Hydrant and Excavating around 2" Force main in the path of new proposed 6" force main these utilities not shown on drawings, We also Spent time Excavating for 4" mj Plug coming out of foundation for tie in, We still unable to Locate this fitting, also Encountering another Concrete obstruction in trench.

LABOR

PERSONNEL	CRAFT/TRADE	HOURS	COMMENTS
Joe Weber	Superintendent	3	
Sal Sorbello	Foreman	3	

EQUIPMENT AND TOOLS

MAKE AND MODEL	SIZE/CAPACITY	HOURS	COMMENTS
cat Excavator	314	3	
FOREMAN'S PICKUP			

MATERIALS

DESCRIPTION	UNIT OF MEASURE	HOURS	COMMENTS

YELLOW: Customer WHITE COPY: Office

CUSTOMER ACKNOWLEDGEMENT

Reorder From NEBS CUSTOM printing service 1-800-225-6327 NEBS, Inc. Groton, MA 01471 www.nebs.com

Rel No: G 054300800

W.M. Schultz Construction, Inc.

EXTRA WORK REPORT

NO: 4578 DATE: 9-20-17

CUSTOMER: City of Newburgh JOB SITE: South Water Street Sewer Separation

WORK PERFORMED: We Worked on Locating 4" Line in Wall. The Line Ended up being deeper than Shown on as builts. We started the Conversation with A.J. on possible ways of tie in Line into New 6" force main. Difficult Because of Duct Bank and footing.

LABOR

PERSONNEL	CRAFT/TRADE	HOURS	COMMENTS
Joe Weber	Superintendent	2	
Qadir Din	Laborer	1	

EQUIPMENT AND TOOLS

MAKE AND MODEL	SIZE/CAPACITY	HOURS	COMMENTS
FOREMAN'S PICKUP			

MATERIALS

DESCRIPTION	UNIT OF MEASURE	HOURS	COMMENTS

YELLOW: Customer WHITE COPY: Office

CUSTOMER ACKNOWLEDGEMENT

Reorder From NEBS CUSTOM printing service 1-800-225-6327 NEBS, Inc. Groton, MA 01471 www.nebs.com

Ref. No: G 054300606

W.M. Schultz Construction, Inc.

EXTRA WORK REPORT

NO: 4579 DATE: 9-21-17

CUSTOMER: City of Newburgh JOB SITE: South Water Street Sewer Separation

WORK PERFORMED: Dug more in area of 4" line to see if 4" line could be run under footing to eliminate a hump in to line that may cause Air Build up in line. I also spent time with Arcadis Engineers on site to show them the issue with tie in and Discuss different options.

LABOR

PERSONNEL	CRAFT/TRADE	HOURS	COMMENTS
Joe Weber	Superintendent	2	

EQUIPMENT AND TOOLS

MAKE AND MODEL	SIZE/CAPACITY	HOURS	COMMENTS
PICKUP		2	

MATERIALS

DESCRIPTION	UNIT OF MEASURE	HOURS	COMMENTS

YELLOW: Customer WHITE COPY: Office

CUSTOMER ACKNOWLEDGEMENT

Reorder From NEBS CUSTOM printing service 1-800-225-6327 NEBS, Inc. Groton, MA 01471 www.nebs.com

Ref No: G 054300806

W.M. Schultz Construction, Inc.

EXTRA WORK REPORT

NO: 4573 DATE: 9-22-17

CUSTOMER: City of Newburgh JOB SITE: South Water Street Sewer Separation

WORK PERFORMED: worked on hand Digging Near 4" pipe to make room for use to Remove 4" Cap and C.I.D. Pipe.

LABOR

PERSONNEL	CRAFT/TRADE	HOURS	COMMENTS
Joe Weber	Superintendant	1	
Melissa Murry	Laborer	2	
Qadir Din	Laborer	1	

EQUIPMENT AND TOOLS

MAKE AND MODEL	SIZE/CAPACITY	HOURS	COMMENTS
Pickup		1	

MATERIALS

DESCRIPTION	UNIT OF MEASURE	HOURS	COMMENTS

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CUSTOMER ACKNOWLEDGEMENT

Reorder From NEBS CUSTOM printing service 1-800-556-6327 NEBS, Inc. Groton, MA 01471 www.nebs.com Rel No: G 054300806

W.M. Schultz Construction, Inc.

EXTRA WORK REPORT

NO: 4574 DATE: 9-28-17

CUSTOMER: City of Newburgh JOB SITE: Newburgh Sewer Separation Project

WORK PERFORMED: We excavated and uncovered 8" gas main at force main and Duct Bank crossing because Central Hudson said there was an issue where we crossed 8" main. We Carefully uncovered Everything. We found nothing that Showed We damaged there main. They did wrap main and installed fiberglass plate Between Duct Bank and gas main. once we were told to Back fill Lines we did.

LABOR

PERSONNEL	CRAFT/TRADE	HOURS	COMMENTS
Joe Corbin	Superintendent	4 ½	
Sal Sorbello	Foreman	4 ½	
Qadir Dim	Laborer	4 ½	

EQUIPMENT AND TOOLS

MAKE AND MODEL	SIZE/CAPACITY	HOURS	COMMENTS
Cat Excavator	314	4 ½	

MATERIALS

DESCRIPTION	UNIT OF MEASURE	~~HOURS~~	COMMENTS
2" Styro foam 4'x8'x2"	Sheets	2	
Pickup		4½	

YELLOW: Customer WHITE COPY: Office

CUSTOMER ACKNOWLEDGEMENT

Reorder From NEBS CUSTOM printing service 1-800-860-6327 NEBS, Inc. Groton, MA 01471 www.nebs.com Ref No: G 064300606

W.M. Schultz Construction, Inc.

EXTRA WORK REPORT

NO: 4575 DATE: 10-3-17

CUSTOMER: City of Newburgh JOB SITE: Newburgh Sewer Separation project

WORK PERFORMED: Time and material for tie in of 6" force main to Existing 4" Dip Line. Because tie in location was Lower and there is Electrical Duct Banks and footing in the Path of tie in. Engineers had us go up over footing and install a manual air Blow off.

LABOR

PERSONNEL	CRAFT/TRADE	HOURS	COMMENTS
Joe Weber	Superintendent	8	
Sal Sorbello	Foreman	8	
Bill Edwards	Laborer	8	

EQUIPMENT AND TOOLS

MAKE AND MODEL	SIZE/CAPACITY	HOURS	COMMENTS
Cat Excavator	314	4	
Pick up		8	

MATERIALS

DESCRIPTION	UNIT OF MEASURE	HOURS	COMMENTS
1 - Length 4" Ductle Pipe 2-4"-90 Bends + kits			
1 - 4" Dresser cupler			
1 - 1" Corp 1 - 1" curb Stop + Box + Rod			
100 feet of 1" poly tubing			
1 - 1" comp 90° Bend			
6 - 1" inserts for Poly tubing			
7 - 4" mega Retainer Glands			
Pick up			

YELLOW: Customer WHITE COPY: Office

CUSTOMER ACKNOWLEDGEMENT

Reorder From NEBS CUSTOM printing service 1-800-668-6327 NEBS, Inc. Groton, MA 01471 www.nebs.com

Ref No: G 0543000806

W.M. Schultz Construction, Inc.

EXTRA WORK REPORT

NO: 4581 DATE: 10-4-17

CUSTOMER: City of Newburgh JOB SITE: South Water Street Separation

WORK PERFORMED: While Excavating for 6" force main we Encountered another unknown Duct Bank. With this Duct Banks and the other one shown on drawings so close to each other we ended up Doing Lot of hand digging in this area and Slowed Excavation.

LABOR

PERSONNEL	CRAFT/TRADE	HOURS	COMMENTS
Joe Weber	Superintendent	4	
Sal Sorbello	Foreman	4	
Josh Craft	Laborer	4	
Bill Edwards	Laborer	4	

EQUIPMENT AND TOOLS

MAKE AND MODEL	SIZE/CAPACITY	HOURS	COMMENTS
Cat Excavator	314	4	
PICKUP		4	

MATERIALS

DESCRIPTION	UNIT OF MEASURE	HOURS	COMMENTS
#52155 INSERT F/CTS PE	6		
H15526N 1 90 BEND 110 CTSXCTS	1		

YELLOW: Customer WHITE COPY: Office

CUSTOMER ACKNOWLEDGEMENT

Reorder From NEBS CUSTOM printing service 1-800-990-6327 NEBS, Inc. Groton, MA 01471 www.nebs.com

Ref No: G 054309306

EquipmentWatch.

www.equipmentwatch.com

Adjustments for 221 in WMSCI Large Equipment

November 14, 2017

Kawasaki 65ZV-2
4-Wd Articulated Wheel Loaders

Size Class:
135 - 149 HP
Weight:
25,580 lbs.

Configuration for 65ZV-2

Operator Protection	**EROPS**	Net Horsepower	**148.9851 hp**
Power Mode	**Diesel**	Bucket Capacity - Heaped	**2.9953 cuyd**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	$4,565.00	$1,280.00	$320.00	$48.00	$25.85	$51.79
Adjustments						
Region (New York: 107.9%)	$360.63	$101.12	$25.28	$3.79		
Model Year (2015: 99.3%)	($34.48)	($9.67)	($2.42)	($0.36)		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
Total:	**$4,891.15**	**$1,371.45**	**$342.86**	**$51.43**	**$25.85**	**$53.64**

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	41%	$1,871.65/mo
Overhaul (ownership)	39%	$1,780.35/mo
CFC (ownership)	8%	$365.20/mo
Indirect (ownership)	12%	$547.80/mo
Fuel (operating) @ 2.53	47%	$12.14/hr

Revised Date: 2nd Half 2017

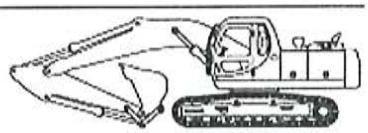
EquipmentWatch

www.equipmentwatch.com

Adjustments for 421 in WMSCI Large Equipment

November 14, 2017

Caterpillar 314D LCR
Crawler Mounted Hydraulic Excavators



Size Class:
14.1 - 16.0 MTons
Weight:
31,085 lbs.

Configuration for 314D LCR

Operating Weight	**14.1 mt**	Net Horsepower	**90 hp**
Power Mode	**Diesel**	Bucket Capacity - Heaped	**.56 cu yd**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	$6,965.00	$1,950.00	$490.00	$74.00	$31.85	$71.42
Adjustments						
Region (New York: 108%)	$557.20	$156.00	$39.20	$5.92		
Model Year (2016: 99.9%)	($7.52)	($2.11)	($0.53)	($0.08)		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
Total:	**$7,514.68**	**$2,103.89**	**$528.67**	**$79.84**	**$31.85**	**$74.55**

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	36%	$2,507.40/mo
Overhaul (ownership)	49%	$3,412.85/mo
CFC (ownership)	7%	$487.55/mo
Indirect (ownership)	8%	$557.20/mo
Fuel (operating) @ 2.53	26%	$8.20/hr

Revised Date: 2nd Half 2017

EquipmentWatch

www.equipmentwatch.com

All prices shown in US$

Adjustments for TIMBOLAND3 in Rental Equipment

November 14, 2017

Miscellaneous 6X4 18YD 70KGVW
On-Highway Rear Dumps

Size Class:
60,001 GVW & Over
Weight:
19,702 lbs.

Configuration for 6X4 18YD 70KGVW

Maximum Gross Vehicle Weight	**70000 lbs**	Struck Capacity	**12 cu yd - 18 cu yd**
Axle Configuration	**6X4**	Power Mode	**Diesel**
Horsepower	**400**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	$4,560.00	$1,275.00	$320.00	$48.00	$46.70	$72.61
Adjustments						
Region (New York: 108%)	$364.80	$102.00	$25.60	$3.84		
Model Year (2016: 99.7%)	($14.77)	($4.13)	($1.04)	($0.16)		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
Total:	**$4,910.03**	**$1,372.87**	**$344.56**	**$51.68**	**$46.70**	**$74.60**

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	51%	$2,325.60/mo
Overhaul (ownership)	32%	$1,459.20/mo
CFC (ownership)	6%	$273.60/mo
Indirect (ownership)	11%	$501.60/mo
Fuel (operating) @ 2.53	61%	$28.34/hr

Revised Date: 2nd Half 2017

www.equipmentwatch.com

EquipmentWatch

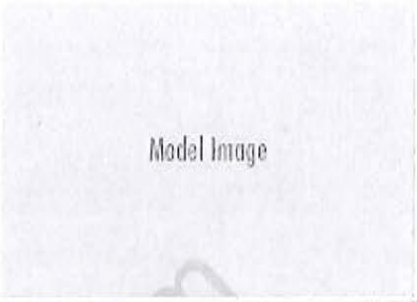
www.equipmentwatch.com

Adjustments for 175 in WMSCI Large Equipment

November 14, 2017

Miscellaneous 4X2 3/4 160 CONV DSL
On-Highway Light Duty Trucks

Size Class:
100 - 199 HP
Weight:
4,000 lbs.



Configuration for 4X2 3/4 160 CONV DSL

Power Mode	**Diesel**	Horsepower	**160**
Axle Configuration	**4X2**	Ton Rating	**3/4**
Cab Type	**Conventional**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	$790.00	$220.00	$55.00	$8.00	$7.45	$11.94
Adjustments						
Region (New York: 108%)	$63.20	$17.60	$4.40	$0.64		
Model Year (2016: 99.7%)	($2.56)	($0.71)	($0.18)	($0.03)		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
Total:	**$850.64**	**$236.89**	**$59.22**	**$8.61**	**$7.45**	**$12.28**

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	56%	$442.40/mo
Overhaul (ownership)	29%	$229.10/mo
CFC (ownership)	5%	$39.50/mo
Indirect (ownership)	10%	$79.00/mo
Fuel (operating) @ 2.53	65%	$4.86/hr

Revised Date: 2nd Half 2017

EquipmentWatch.

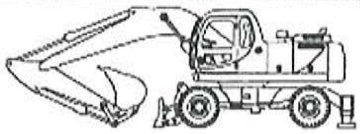
No Liebher 904 in Blue Book
Cat 322 similar

www.equipmentwatch.com

Adjustments for 418 in WMSCI Large Equipment

November 14, 2017

Caterpillar M322C (disc. 2008)
Wheel Mounted Hydraulic Excavators



Size Class:
20.1 MTons & Over
Weight:
45,200 lbs.

Configuration for M322C (disc. 2008)

Net Horsepower	**164 hp**	Power Mode	**Diesel**
Operating Weight	**20.5 mt**	Bucket Capacity - Heaped	**1.4 cu yd**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	$10,380.00	$2,905.00	$725.00	$110.00	$48.10	$107.08
Adjustments						
Region (New York: 108%)	$830.40	$232.40	$58.00	$8.80		
Model Year (2008: 100%)	-	-	-	-		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
Total:	**$11,210.40**	**$3,137.40**	**$783.00**	**$118.80**	**$48.10**	**$111.80**

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	41%	$4,255.80/mo
Overhaul (ownership)	45%	$4,671.00/mo
CFC (ownership)	6%	$622.80/mo
Indirect (ownership)	8%	$830.40/mo
Fuel (operating) @ 2.53	33%	$15.77/hr

Revised Date: 2nd Half 2017

FIELD PURCHASE ORDER

Maximum Purchase of $2500

PO Number: 60653

W. M. SCHULTZ CONSTRUCTION, INC.
P.O. Box 2620
Ballston Spa, NY 12020
Phone (518) 885-0060 Fax (518) 885-0744

Date	9/13/17
Job #	M-155
Job Name	Albany Southwest [illegible]

Vendor Name: All Haven's

Receipt Attached:	Y / N (circle one)

**If Receipt attached, only Cost Code required below **

Qty. Ordered	Qty. Received (Acct Only)	Cost Code	Item Description	UOM	Unit Price	Extended Price
16		3300 PERMIT	Fencing 6, 1000 installation	Steel	76	1216

Ordered by (Print Name): Jim Pangburn

Signature:

Delivery: Y / (N) (circle one)

Delivery Fee: _____

For Accounting Office Use:

	Yes	No
Have Packing/ Delivery Slips been Attached?	☐	☐
Have Quantities been Verified?	☐	☐
Have any Damages or Out of Spec Items been Noted?	☐	☐
Is there a Legible Signature on the Packing/Delivery Slips?	☐	☐

BUSINESS FOR BUSINESS 1-800-808-6327

Ref. No. G 225755139

Hudson Valley Construction Services

6 Blue Star Farm Road
Cornwall, New York 12518

Invoice

Date	Invoice #
9/22/17	889

Bill To
W.M. Schultz Construction Co. 831 State Route 67 Curtis Industrial Park PO Box 2620 Ballston Spa, NY 12020

P.O. No.	Terms	Project
PO 2570		

Description	Qty	Rate	Amount
Delivered South Watr Street Newburgh			
1 & 2 Stone 9/13/17 TK#102676	22.81	20.00	456.20
1 & 2 Stone 9/13/17 TK#102678	21.46	20.00	429.20
RCA 9/13/17 TK#102688	22.11	11.25	248.74
RCA 9/1317 TK#120696	22.83	11.25	256.84
RCA 9/13/17 TK#102704	21.82	11.25	245.48
RCA 9/13/17 TK#102716	21.52	11.25	242.10
RCA 9/13/17 TK#102723	22.1	11.25	248.63
RCA 9/13/17 TK#102739	20.99	11.25	236.14
1 & 2 Stone 9/14/17 TK#102752	22.45	20.00	449.00
RCA 9/14/17 TK# 102753	22.03	11.25	247.84
RCA 9/14/17 TK#102761	22.11	11.25	248.74
1 & 2 Stone 9/15/17 TK#102830	22.95	20.00	459.00
1 & 2 Stone 9/15/17 TK#102833	22.41	20.00	448.20
Rip Rap Granite 9/15/17 TK#102862	11.28	18.75	211.50
9/15/17 Delivery Fee Short Load	1	90.00	90.00

JOB # _____ COST CODE _____

PO / BK / EQ 2570 GL ACCOUNT _____

EQUIP # _____ COST ITEM _____

PREVIOUSLY BILLED SEP 28 2017

PRICE VERIFIED _____ QTY VERIFIED _____

APPROVAL #1 _____ APPROVAL #2 _____

ENTERED BY _____ PYMT APPROVAL _____

Subtotal	$4,517.61
Sales Tax (8.125%)	$0.00
Total	$4,517.61
Payments/Credits	$0.00
Balance Due	$4,517.61

CORE & MAIN

DUPLICATE

INVOICE

Invoice #	H881962
Invoice Date	10/03/17
Account #	206097
Sales Rep	J LEARY
Phone #	845-249-4909
Branch #405	Poughkeepsie, NY
Total Amount Due	$1,602.80

1830 Craig Park Court
St. Louis, MO 63146

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

W.M. SCHULTZ CONSTRUCTION, INC.
PO BOX 2620
BALLSTON SPA NY 12020-8620

Shipped To:
South Water Street Sewer Sep.
150 South Water Street
Attn:Sal Sorbello 518-857-3028
Newburgh, NY

CUSTOMER JOB- NEWBURG South Water St.

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
9/28/17	10/02/17	JAY 60287	South Water St.	NEWBURG		CORE & MAIN LP	H881962

Product Code	Description	Quantity Ordered	Quantity Shipped	B/O	Price	UM	Extended Price
010452T	4 TJ CL52 DI PIPE C/L	20	20		20.86000	FT	417.20
21T069M	6 MJ 90 BEND USA CP DI C153	2	2		91.08000	EA	182.16
21AMF8061106	6 EBAA MEGALUG MJ DI 1106 RSTR F/DI PIPE , BLACK	4	4		25.67000	EA	102.68
21TAMMJR06LGUSA	6 MJ REGLAR ACC SET L/GLND USA	4	4		12.00000	EA	48.00
745010510CR5SSBN	501 RM 4IN STRAIGHT CPLG 5IN CENTER RING W/ 304SS B&N 4.74-5.10 OD 501-5.10X5.10X5SS	1	1		125.00000	EA	125.00
21T049M	4 MJ 90 BEND USA CP DI C153	2	2		80.00000	EA	160.00
21AMF8041104	4 EBAA MEGALUG MJ DI 1104 RSTR F/DI PIPE , BLACK	4	4		20.00000	EA	80.00
21TAMMJR04LG	4 MJ REGLAR ACC SET L/GLANDUSA DOMESTIC	4	4		8.50000	EA	34.00
3610B25008N	B25008N 1 BALL CORP CCXCTSC CC X CTS COMP NO LEAD	1	1		103.70000	EA	103.70
3710B25209N	B25209N 1 BALL CURB CTSXCTS CTS C110 COMP W/1/4 TURN CHECK NO LEAD	1	1		167.82000	EA	167.82
59EA25040	EA2-50-40 CURB BOX 5' LESS ROD	1	1		58.00000	EA	58.00
59AFROD36SS	5660SS 36" STATIONARY ROD SS	1	1		59.56000	EA	59.56
3910I52	#52 1 SS INSERT F/CTS PE	4	4		2.42000	EA	9.68
0910E200C1	1X100' CTS PE TUBING 200PSI PE3408 NSF SDR-9 D2737	100	100		.55000	FT	55.00

$1,269.68

Extra Work

CONTINUED... Page: 1

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SOLD BY
POUC EPSIE NY
Branch 405
650 Sheafe Rd
Poughkeepsie NY 12601
PHONE # 845 249 4909

Paul
MEISSNER

CORE&MAIN
Local Knowledge
Local Experience
Local Service, Nationwide®

FILLED BY: JB
CHECKED BY: RF
REVIEWED BY:
ENTERED BY: PAUL MEISSNER - 405

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206097

PICK TICKET H881962

SOLD TO
W.M. SCHULTZ CONSTRUCTION,INC.
PO BOX 2620
BALLSTON SPA NY 12020-8620

Cus Ph# 518 885 0060

SHIP TO
W.M. SCHULTZ CONSTRUCTION,INC.
South Water Street Sewer Sep.
150 South Water Street
Attn:Sal Sorbello 518-857-3028
Newburgh NY
12550

SPECIAL INSTRUCTIONS/COMMENTS:

BRANCH NO.	DATE ORDERED	DATE SHIPPED	PURCHASE ORDER NO.	JOB NAME	JOB NUMBER	DELIVERY METHOD: OUR TRUCK	CUSTOMER PICK UP	DIRECT	SHIPPED	BILL OF LADING NO.	SHIPPED VIA	SALESMAN
405	9/28/17	10/2/17	JAY 60287	South Water St.	NEWBURG	X					CORE & MAIN LP	577

BIN LOCATION	PRODUCT CODE	DESCRIPTION	QTY ORDERED	QTY SHIPPED	BACK ORDERED	UNIT PRICE	PER	AMOUNT
WH2 001 BRS	3610B25008N	B25008N 1 BALL CORP CCXCTSC Extra CC X CTS COMP NO LEAD WEIGHT: 2.7000 lb	1	1			EA	
WH2 001 BRS	3710B25209N	B25209N 1 BALL CURB CTSXCTS Extra CTS C110 COMP W/1/4 TURN CHECK NO LEAD WEIGHT: 3.3000 lb	1	1			EA	
BOX	59EA25040	EA2-50-40 CURB BOX 5' LESS ROD Extra WEIGHT: 15.3621 lb	1	1			EA	
	59AFROD36SS	5660SS 36" STATIONARY ROD SS & Extra WEIGHT: 2.2500 lb	1	1			EA	
WH2 001 BRS	3910I52	#52 1 SS INSERT F/CTS PE Extra WEIGHT: .0420 lb	4	4			EA	
POL	0910E200C1	1X100' CTS PE TUBING 200PSI Extra PE3408 NSF SDR-9 D2737 *REF 1.00 RL * WEIGHT: .1670 lb TOTAL WEIGHT: 566.08	100	100			FT	
		PO# REQUIRED						END OF ORDER

MERCHANDISE SUBTOTAL	TAX	TAX AMOUNT	FREIGHT	DELIVERY	HANDLING	RESTOCKING	MISCELLANEOUS	TOTAL SALE

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted. To review these terms and conditions, please visit: www.waterworks.hdsupply.com/TandC.

RECEIVED BY SIGNATURE: X
PRINT NAME HERE:

SOLD BY
POUGHKEEPSIE NY
Branch - 405
650 Sheafe Rd
Poughkeepsie NY 12601

PHONE # 845 249 4909

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Local Knowledge
Local Experience
Local Service, Nationwide®

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REVIEWED BY:
ENTERED BY: PAUL MEISSNER - 405

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206097

PICK TICKET U381960

SOLD TO
W.M. SCHULTZ CONSTRUCTION,INC.
PO BOX 2620
BALLSTON SPA NY 12020-8620

Cus Ph# 518 885 0060

SHIP TO
W.M. SCHULTZ CONSTRUCTION,INC.
South Water Street Sewer Sep.
150 South Water Street
Attn:Sal Sorbello 518-857-3028
Newburgh NY 12550

SPECIAL INSTRUCTIONS/COMMENTS:

BRANCH NO.	DATE ORDERED	DATE SHIPPED	PURCHASE ORDER NO.	JOB NAME	JOB NUMBER	DELIVERY METHOD: OUR TRUCK	CUSTOMER PICK UP	DIRECT	SHIPPED	BILL OF LADING NO.	SHIPPED VIA	SALESMAN
405	9/28/17	10/2/17	JAY 60287	South Water St.	NEWBURG	X					CORE & MAIN LP	577

BIN LOCATION	PRODUCT CODE	DESCRIPTION	QTY ORDERED	QTY SHIPPED	BACK ORDERED	UNIT PRICE	PER	AMOUNT
DI2	010452T	4 TJ CL52 DI PIPE C/L WEIGHT: 13.0600 lb Extra	20	20			FT	
MJD	21T069M	6 MJ 90 BEND USA CP DI C153 WEIGHT: 49.0000 lb	2	2			EA	
WH1 041 L01	21AMF8061106	6 EBAA MEGALUG MJ DI 1106 RSTR F/DI PIPE , BLACK WEIGHT: 11.9000 lb	4	4			EA	
WH1 032 L01	21TAMMJR06LGUSA	6 MJ REGLAR ACC SET L/GLND USA WEIGHT: 6.0000 lb	4	4			EA	
	745010510CR5SSBN	501 RM 4IN STRAIGHT CPLG 5IN CENTER RING W/ 304SS B&N 4.74-5.10 OD 501-5.10X5.10X5SS Extra	1	1			EA	
WH1 033 L01	21T049M	4 MJ 90 BEND USA CP DI C153 WEIGHT: 24.0000 lb Extra	2	2			EA	
WH1 041 L01	21AMF8041104	4 EBAA MEGALUG MJ DI 1104 RSTR F/DI PIPE , BLACK WEIGHT: 7.7000 lb Extra	4	4			EA	
WH1 031 L01	21TAMMJR04LG	4 MJ REGLAR ACC SET L/GLANDUSA DOMESTIC WEIGHT: 4.0000 lb Extra	4	4			EA	
PO# REQUIRED								

CONTINUED

MERCHANDISE SUBTOTAL	TAX	TAX AMOUNT	FREIGHT	DELIVERY	HANDLING	RESTOCKING	MISCELLANEOUS	TOTAL SALE

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted. To review these terms and conditions, please visit: www.waterworks.hdsupply.com/TandC.

RECEIVED BY SIGNATURE: X

PRINT NAME HERE:

CORE&MAIN

DUPLICATE

INVOICE

Invoice #	H902228
Invoice Date	10/04/17
Account #	206097
Sales Rep	J LEARY
Phone #	845-249-4909
Branch #405	Poughkeepsie, NY
Total Amount Due	$914.30

1830 Craig Park Court
St. Louis, MO 63146

Backordered from:
10/03/17 H892039

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

W.M. SCHULTZ CONSTRUCTION,INC.
PO BOX 2620
BALLSTON SPA NY 12020-8620

Shipped To:
South Water Street Sewer Sep.
150 South Water Street
Attn:Sal Sorbello 518-857-3028
Newburgh, NY

CUSTOMER JOB- NEWBURG South Water St.

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
10/02/17	10/03/17	LEARY	South Water St.	NEWBURG		CORE & MAIN LP	H902228

Product Code	Description	Quantity Ordered	Quantity Shipped	Quantity B/O	Price	UM	Extended Price
21T06S175T	6 MJ S/P SLEEVE USA CP DI C153	4	4		77.93000	EA	311.72
3910I52	#52 1 SS INSERT F/CTS PE	6	6		1.73000	EA	10.38
3910H15526N	H15526N 1 90 BEND 110 CTSXCTS NO LEAD	1	1		34.31000	EA	34.31
21AMF8041104	4 EBAA MEGALUG MJ DI 1104 RSTR F/DI PIPE , BLACK	1	1		24.39000	EA	24.39
21TAMMJR04LG	4 MJ REGLAR ACC SET L/GLANDUSA DOMESTIC	1	1		8.50000	EA	8.50
13NW8012500	8 OZ NON-WOVEN 12.5 X 360 (500)	1	1		525.00000	EA	525.00

M155
68688

PIPENAT
3331000106

Freight Delivery Handling Restock Misc

Subtotal:	914.30
Other:	.00
Tax:	.00
Invoice Total:	$914.30

Terms: NET 30

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: http://waterworks.hdsupply.com/TandC

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SOLD BY
POUGHKEEPSIE NY
Branch - 405
650 Sheafe Rd
Poughkeepsie NY 12601
PHONE # 845 249 4909

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Local Knowledge
Local Experience
Local Service, Nationwide®

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REVIEWED BY:
ENTERED BY: PAUL MEISSNER - 405

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206097 ORIG ORDER # H892039

PICK TICKET H902228

SOLD TO
W.M. SCHULTZ CONSTRUCTION,INC.
PO BOX 2620
BALLSTON SPA NY 12020-8620

Cus Ph# 518 885 0060

SHIP TO
W.M. SCHULTZ CONSTRUCTION,INC.
South Water Street Sewer Sep.
150 South Water Street
Attn:Sal Sorbello 518-857-3028
Newburgh NY
12550

SPECIAL INSTRUCTIONS/COMMENTS:

BRANCH NO.	DATE ORDERED	DATE SHIPPED	PURCHASE ORDER NO.	JOB NAME	JOB NUMBER	DELIVERY METHOD: OUR TRUCK	CUSTOMER PICK UP	DIRECT	SHIPPED	BILL OF LADING NO.	SHIPPED VIA	SALESMAN
405	10/02/17	10/3/17	LEARY	South Water St.	NEWBURG	X					CORE & MAIN LP	577

BIN LOCATION	PRODUCT CODE	DESCRIPTION	QTY ORDERED	QTY SHIPPED	BACK ORDERED	UNIT PRICE	PER	AMOUNT
MJD	21T06S175T	6 MJ S/P SLEEVE USA CP DI C153 WEIGHT: 27.0000 lb	4	4			EA	
WH2 001 BRS	3910I52	#52 1 SS INSERT F/CTS PE WEIGHT: .0420 lb	6	6			EA	
BRS	3910H15526N	H15526N 1 90 BEND 110 CTSXCTS NO LEAD WEIGHT: 1.6000 lb	1	1			EA	
WH1 041 L01	21AMF8041104	4 EBAA MEGALUG MJ DI 1104 RSTR F/DI PIPE , BLACK WEIGHT: 7.7000 lb	1	1			EA	
WH1 031 L01	21TAMMJR04LG	4 MJ REGLAR ACC SET L/GLANDUSA DOMESTIC WEIGHT: 4.0000 lb	1	1			EA	
FBR	13NW8012500	8 OZ NON-WOVEN 12.5 X 360 (500) TOTAL WEIGHT: 121.55	1	1			EA	

PO# REQUIRED

END OF ORDER

MERCHANDISE SUBTOTAL	TAX	TAX AMOUNT	FREIGHT	DELIVERY	HANDLING	RESTOCKING	MISCELLANEOUS	TOTAL SALE

n is governed by and subject to Core & Main's standard terms which are incorporated by reference and accepted. To review nditions, please visit:

RECEIVED BY SIGNATURE: X Sal Sorbello

CITY OF NEWBURGH
SOUTH WATER STREET SEWER SEPARATION PROJECT

CHANGE ORDER PROPOSAL

Change Order Proposal No.: **M-155-** 8 Date: 11/7/17

Submitted in Response to Proposal Request No.: RFCOP #5

Contract Name and No.: **Bid # 12-17 South Water Street Sewer Separation**

Contractor: **WM Schultz Construction, Inc.**

Subject: CHANGE IN PAVEMENT MARKINGS

The following changes to the Contract are proposed:

SCOPE OF WORK: *(attach and list supporting information as required)*

1. *Item*: CHANGE FINAL PAVEMENT MARKINGS TO NYSDOT 685 EPOXY
2. *Item*: DELETE CURRENT PAVEMENT MARKING 640 PAINT

JUSTIFICATION:

1. *Item*: REQUIRED BY NYSDOT
2. *Item*: REQUIRED BY NYSDOT

CHANGES IN CONTRACT PRICE AND CONTRACT TIMES:

We propose that the Contract Price and Contract Times be changed as follows:

For Contract Price, when requested by Engineer, attach detailed cost breakdowns for Contractor and Subcontractors, Supplier quotations, and other information required.

For the Contract Times, state increase, decrease, or no change to Contract Times for Substantial Completion, readiness for final payment, and Milestones, if any. If increase or decrease, state specific number of days for changes to the Contract Times.

Description	Amount	Contract Times (days)	
		Substantial	Final
1. Item 1 ADD EPOXY MARKINGS	~~+ $17,991.75~~	0	0
2. Item 2 DELETE PAINT MARKINGS	~~-$12,000.00~~	0	0
Total This Change Order Proposal	~~*+ $5,991.75*~~ **$4,427.25**	*0*	*0*

Note: Epoxy Pavement Markings have seasonal limitations per DOT specs. Therefore, temporary pavement markings may be required to be added to contract.

Changes to Milestones, if any:

The adjustment proposed is the entire adjustment to the Contract to which the proposer believes it is entitled as a result of the proposed change.

Change Order Proposal By: Kevin C. Ture, Sr. Project Manager

Signature of Proposer:

electronically signed on 11/18/17

Kevin Ture

To: Kevin Ture
Subject: FW: South St Sewer Separation REVISED QUOTE
Attachments: South-Water-St-Sewer-Separation_REVISED-Quote.pdf

Kevin Ture
Sr. Project Manager
Schultz Construction
Heavy Civil Construction
831 State Route 67 | Curtis Industrial Park
PO Box 2620 | Ballston Spa, NY 12020
W: 518.885.0060 Ext. 221 F: 518.885.0744
C: 518.956.0255

Gruen Construction
A member of the Schultz Group of Companies

This message may contain information which is privileged or confidential. If you are not the named addressee of this message please destroy it without reading, using, copying or disclosing its contents to any other person.

From: Gary Arold [mailto:gary.arold@arold.us]
Sent: Wednesday, November 01, 2017 10:55 AM
To: Kevin Ture
Subject: FW: South St Sewer Separation REVISED QUOTE

Hi Kevin,

Quote from Straightline Industries attached.

With our 5% markup it is $15,645.00.

AROLD $15,645.00
15% MARKUP $2,346.75
TOTAL PRICE $17,991.75

PLEASE NOTE MY NEW EMAIL ADDRESS gary.arold@arold.us

Thank You,

Gary J. Arold
Arold Construction Co., Inc.

51 Powder Mill Bridge Rd.
Kingston, NY 12401
(845) 336-8753 Office Ext. 301
(845) 518-8002 Cell
(845) 336-8245 Fax
Arold Construction Website

AROLD
CONSTRUCTION COMPANY, INC.

A CERTIFIED WBE & DBE CONTRACTOR

New York State Certified DBE
New York State Certified WBE
New Jersey Certified WBE
Port Authority of NY & NJ Certified WBE
New York City Certified WBE

DBE Certified CONTRACTOR

CERTIFIED WBE Woman-Owned BUSINESS ENTERPRISE

From: Ellen Messemer [mailto:ellen@straightlineind.com]
Sent: Wednesday, November 01, 2017 8:31 AM
To: Gary Arold <gary.arold@arold.us>
Subject: South St Sewer Separation REVISED QUOTE

Hi Gary,

See attached revised quote as requested.

Ellen M. Messemer
Controller
Straight Line Industries, Inc.

Straight Line Industries, Inc.
Highway Products and Services

Corporate Headquarters
5 Arrowhead Lane
Cohoes, New York 12047
Telephone: (518) 220-2000
Fax: (518) 220-9993

Certified MBE/WBE/DBE
New York
New Jersey
Massachusetts
Vermont

PRICE QUOTATION - REVISED

TO: Estimator

FROM: Richard A. Fremont

DATE: October 31, 2017

RE: South Water Street
Sewer Separation Project
City of Newburgh, NY

We appreciate your consideration of the following price quotation:

We will provide materials, labor, and equipment to install pavement markings per owner's drawings and NYS DOT item 685. The price is based on one mobilization and $4,500 for each additional mobilization. Basic traffic control is included. Holidays and weekends will be billed extra, as will any applicable New York State sales tax. This quotation is good for 60 days.

NOTES: We do not have an apprenticeship program and we will not be providing railroad insurance.

LUMP SUM PRICE: $14,900.00

CITY OF NEWBURGH
SOUTH WATER STREET SEWER SEPARATION PROJECT

CHANGE ORDER PROPOSAL

Change Order Proposal No.: **M-155- 07** Date: 11/7/17

Submitted in Response to Proposal Request No.: RFCOP #6

Contract Name and No.: **Bid # 12-17 South Water Street Sewer Separation**

Contractor: **WM Schultz Construction, Inc.**

Subject: CHANGE TOP PAVING MIX TO SUPERPAVE 80 SERIES

The following changes to the Contract are proposed:

SCOPE OF WORK: *(attach and list supporting information as required)*

1. *Item*: CHANGE TOP PAVING COURSE TO SUPERPAVE
2. *Item*:

JUSTIFICATION:

1. *Item*: PER NYSDOT, SEE RFCOP #6
2. *Item*:

CHANGES IN CONTRACT PRICE AND CONTRACT TIMES:

We propose that the Contract Price and Contract Times be changed as follows:

For Contract Price, when requested by Engineer, attach detailed cost breakdowns for Contractor and Subcontractors, Supplier quotations, and other information required.

For the Contract Times, state increase, decrease, or no change to Contract Times for Substantial Completion, readiness for final payment, and Milestones, if any. If increase or decrease, state specific number of days for changes to the Contract Times.

Description	Amount	Contract Times (days)	
		Substantial	Final
1. Item 1	~~+ 4,105.50~~	No Change	No Change
2. Item	$0.00	0	0
Total This Change Order Proposal	~~*+ 4,105.50*~~ **$3,748.50**	*0*	*0*

Changes to Milestones, if any:

The adjustment proposed is the entire adjustment to the Contract to which the proposer believes it is entitled as a result of the proposed change.

Change Order Proposal By: KEVIN C. TURE, SR. PROJECT MANAGER

Signature of Proposer: electronically signed on 11/18/17

AROLD
51 POWDER MILL BRIDGE RD. KINGSTON, NY 12401
(845) 336-8753 PHONE (845) 336-8245 FAX
www.aroldconstruction.com
CONSTRUCTION COMPANY, INC.
A CERTIFIED WBE & DBE CONTRACTOR

PROPOSAL

For: Schultz Construction

Att: Kevin Ture

Date: 11/6/17

Project: Water St. Newburgh NY REVISED

Location: Newburg NY

Owner: City of Newburg

Arch. / Engineer: Arcadis

Subject to prompt acceptance, within 30 days and to all conditions stipulated, we propose to furnish the following:

Asphalt paving to include the following:

GC to provide all saw cuts, fine grading and compaction of sub base, trench widths as required for use of paver option, and MPT.

Trenching patching by machine base and binder	$100.00 per ton
Trench patching by hand	$100.00 per ton
Asphalt overlay with 12.5mm	$104.20.per ton
Tack coat for trench patch only	$10.00 per gallon

Price includes 2 mobilizations for trench patch and 1 for top course. Additional mobilizations if required will be at $1,500.00 per mobilization.

Not Included:

- Compaction Testing
- Tack coat for top course
- Top pricing based on plant price of $60.50 for 7F top. Additional material costs will be billed at actual price.

Price is based on mobilizations as outlined and payment of all invoices within 30 days with 5% retainage held for no more than 90 days after acceptance of Arold's work by owner.

Thank you for the opportunity to quote this project.

Regards,

Gary Arold
Project Manager

AROLD UPCHARGE #4.20 / TON

AROLD
51 POWDER MILL BRIDGE RD. KINGSTON, NY 12401
(845) 336-8753 PHONE (845) 336-8245 FAX
www.aroldconstruction.com
CONSTRUCTION COMPANY, INC.
A CERTIFIED WBE & DBE CONTRACTOR

PROPOSAL

For: Schultz Construction

Att: Kevin Ture

Date: 8/17/17

Project: Water St. Newburgh NY

Location: Newburg NY

Owner: City of Newburg

Arch. / Engineer: Arcadis

Subject to prompt acceptance, within 30 days and to all conditions stipulated, we propose to furnish the following:

Asphalt paving to include the following:

GC to provide all saw cuts, fine grading and compaction of sub base, trench widths as required for use of paver option, and MPT.

Trenching patching by machine base and binder	$100.00 per ton
Trench patching by hand	$120.00 per ton
Asphalt overlay	$100.00 per ton
Tack coat for trench patch only	$10.00 per gallon

Price includes 2 mobilizations for trench patch and 1 for top course. Additional mobilizations if required will be at $1,500.00 per mobilization.

Not Included:

- Compaction Testing
- Tack coat for top course
- Top pricing based on plant price of $60.50 for 7F top. Additional material costs will be billed at actual price.

Price is based on mobilizations as outlined and payment of all invoices within 30 days with 5% retainage held for no more than 90 days after acceptance of Arold's work by owner.

Thank you for the opportunity to quote this project.

Regards,

Gary Arold
Project Manager

W.M. Schultz Construction, Inc.
P.O. Box 2620
Ballston Spa, New York 12020
(518)-885-0060 Fax (518) 885-0744

JOB M-155 CHANGE TOP MIX TO SUPERPAVE

SHEET NO. _____ OF _____

CALCULATED BY _____ DATE _____

CHECKED BY _____ DATE _____

SCALE _____

MAINLINE TOP COURSE	1,875' x 36'	=	67,500 SF
WASHINGTON STREET		=	500 SF
BREWERY		=	1,400 SF
THICKENED EDGES	1,875' x 4' x 2 SIDES	=	15,000 SF
		TOTAL	84,400 SF

$\frac{84,400}{9} = 9,378 \text{ SY} \; @ \; 1\frac{1}{2}" \times 115\#$

$\frac{9,378 \text{ SY} \; @ \; 1\frac{1}{2}" \times 115\#}{2000} = 809 \text{ TONS}$

5% WASTE = SAY 850 TONS

SUBCONTRACTOR UPCHARGE $4.20/TON

x 850 TONS

$3,570

~~OH&P x 20% $715~~

~~$4,285~~

15% OH&P 535.50

$4,105.50

CITY OF NEWBURGH
SOUTH WATER STREET SEWER SEPARATION PROJECT

CHANGE ORDER PROPOSAL

Change Order Proposal No.: **M-155-** Date: **November 20, 2017**

Submitted in Response to Proposal Request No.: **RFCOP # 7**

Contract Name and No.: **Bid # 12-17 South Water Street Sewer Separation**

Contractor: **WM Schultz Construction, Inc.**

Subject: Relocate Waterline at Washington Street

The following changes to the Contract are proposed:

SCOPE OF WORK: *(attach and list supporting information as required)*

1. *Item*: Relocate waterline , saw cutting and trench paving replacement
2. *Item*:

JUSTIFICATION:

1. *Item*: See RFCOP #7 As Ordered By City of Newburgh and Engineers
2. *Item*:

CHANGES IN CONTRACT PRICE AND CONTRACT TIMES:

We propose that the Contract Price and Contract Times be changed as follows:

For Contract Price, when requested by Engineer, attach detailed cost breakdowns for Contractor and Subcontractors, Supplier quotations, and other information required.

For the Contract Times, state increase, decrease, or no change to Contract Times for Substantial Completion, readiness for final payment, and Milestones, if any. If increase or decrease, state specific number of days for changes to the Contract Times.

Description	Amount	Contract Times (days)	
		Substantial	Final
1. Item	~~$33,576.61~~	~~2.5~~	~~2.5~~
2. Item	$0.00	0	0
Total This Change Order Proposal	~~*$33,576.61*~~ **$23,993.86**	~~*2.5*~~	~~*2.5*~~

Changes to Milestones, if any:

The adjustment proposed is the entire adjustment to the Contract to which the proposer believes it is entitled as a result of the proposed change.

Change Order Proposal By: KEVIN C. TURE, SR. PROJECT MANAGER

Signature of Proposer: electronically signed on 11/20/17

M155 NEWBURGH EXTRA WORK
WATERLINE RELOCATION

rev. 1 **1/15/2018**

			LABOR HOURS					
	DATE	EWR#	FORE	OPT A	OPT B	LAB	TEAM	TOTALS
DAY SHIFT	30-Oct	4057	13	12	9	9	10.5	53.5
	31-Oct	4059	3.5	3.5	3.5		3.5	14
Total Hours			16.5	15.5	12.5	9	14	67.5
Rate			$ 105.35	$ 102.51	$ 100.25	$ 79.50	$ 77.24	
Cost			$ 1,738.28	$ 1,588.91	$ 1,253.13	$ 715.50	$ 1,081.36	$ 6,377.17
NIGHT SHIFT	30-Oct	4593	12.5	11.5	11.5	35.5		71
Rate			$ 105.25	$ 102.51	$ 100.25	$ 79.50	$ 77.24	
Cost			$ 1,315.63	$ 1,178.87	$ 1,152.88	$ 2,822.25	$ -	$ 6,469.62

	EQUIPMENT HOURS								
	LB 160	LB 300	F750 DUMP	F250 PICKUP	TANDEM DUMP	Z67 LOADER	2" PUMP	TAMPER	PIPE SAW
	6	6	7.5	13	3	9	12		
	3.5				3.5	3.5			
	12			12	12	12	12	3	2
Total Hours	21.5	6	7.5	25	18.5	24.5	24	3	2
FHWA Rate	$ 82.16	$ 134.22	$ 53.64	$ 12.28	$ 74.60	$ 53.64	$ 3.34		
Cost	$ 1,766.44	$ 805.32	$ 402.30	$ 307.00	$ 1,380.10	$ 1,314.18	$ 80.16	N/A	N/A

Labor Cost **$ 12,846.78**

Total Equipment Cost **$ 6,055.50**

Material Worksheet

				Price	Amount
10/30/2017	#1 and #2 Stone	12	ton	$ 20.00	$ 240.00
10/30/2017	#1 and #2 Stone	23	ton	$ 20.00	$ 460.00
10/30/2017	Crushed Concrete	23	ton	$ 11.25	$ 258.75
10/30/2017	DOT subbase	18	ton	$ 15.70	$ 282.60
10/30/2017	Waterline materials	1	LS	$ 1,567.30	$ 1,567.30
TOTAL MATERIALS COST					**$ 2,808.65**

Subcontractors

Arold Paving	16Ton @ $120		$ 1,920.00
	5 gal tack @ $10		$ 50.00
NE Sawcutting	60' @ $5.06		$ 303.60
			$ 2,273.60

LABOR	**$**	**12,846.78**
EQUIPMENT	**$**	**6,055.50**
MATERIAL	**$**	**2,808.65**
TOTAL COST	**$**	**21,710.93**
15% Overhead and Profit	**$**	**3,256.64**
Subcontractor cost	**$**	**2,273.60**
5% OH and P on Subs	**$**	**113.68**
TOTAL CHANGE ORDER COST	**$**	**27,354.85**

ARCADIS Design & Consultancy for natural and built assets

PROPOSAL REQUEST

Owner: City of Newburgh

Project Name: South Water Street Sewer Separation Project

Proposal Request No.: 7 **Date:** 10/25/2017

Contract Name and No: General Construction

Contractor: W.M Shultz

Other Contracts Involved in Proposed Change: N/A

TO CONTRACTOR: Please submit a complete Change Proposal for the proposed modifications described below. If the associated Change Proposal is approved, a Change Order or allowance authorization will be issued to authorize adjustment so the scope of the Work. This Proposal Request is not a Change Order, Work Change Directive, Field Order, or an authorization to proceed with the proposed Work described below.

SCOPE OF PROPOSED WORK:

1. *Expose existing 6-inch water main to cap to the west of the new sewer to the east of the new sewer to facilitate replacement of the water main rerouted 18-inhces below the new sewer.*
2. *Remove cap to the west of the new sewer and cut the existing water main to the east of the new sewer to facilitate replacement of the water main rerouted 18-inhces below the new sewer.*
3. *Provide labor, material and incidental items to replace existing 6-inch water main 18-inches below the new sewer as described herein. Provide pressure rated couplings, pipe bedding and back fill in accordance with the Contract requirements.*

#33,576.61

Proposal requested by: A.J. Brooks

Signature of Requestor:

W.M. Schultz Construction, Inc.

NIGHT

EXTRA WORK REPORT

NO: 4593 DATE: 10-30-17

CUSTOMER: City of Newburgh JOB SITE: South Water Street Sewer Separation

WORK PERFORMED: Night Crew Worked on relocating 6" water main at the intersection of South Water and Washington. The main was in the same path Elevation wise. So it was lowered with bends to get the proper Separation.

LABOR

PERSONNEL	CRAFT/TRADE	HOURS	COMMENTS
Joe Weber	Superintendent	12.5	
Paul Ferguson	A operator	11.5	
Ethan Shields	B operator	11.5	
Dan Buck	laborer	12	
Dan Herting	laborer	12	
Bill Edwards	Laborer	11.5	

EQUIPMENT AND TOOLS

MAKE AND MODEL	SIZE/CAPACITY	HOURS	COMMENTS
Link Belt Excavator	160	12	
Kawasaki Loader	2 67	12	
International Dump truck	14 yard tandem	12	
Ford Pick up	F-250	12	
#5 Light Plants		12	
Jump Jack tamper		3	
Stihl cut off Saw		2	
2" Electric Pump		12	

MATERIALS

DESCRIPTION	UNIT OF MEASURE	~~HOURS~~	COMMENTS
1#2 Stone	23 tons		
Crushed Concrete	23 tons		
Dot Sub base	18 tons		
45° 6" DIP Bends	Each	4	
6" DIP Pipe	feet	25	
foster adapter 6"	Each	1	
6" Mega Glands + MJ kits	Each	8	
3/4" threaded Rod	feet	50	

16 Eyebolts 16 Nuts 16 washers
8 caplw Nuts

YELLOW: Customer WHITE COPY: Office

CUSTOMER ACKNOWLEDGEMENT

Hours verified by [signature] GEPC
11/3/17

Reorder From NEBS CUSTOM printing service 1-800-586-6327 NEBS, Inc. Groton, MA 01471 www.nebs.com Rel. M

W.M. Schultz Construction, Inc.

EXTRA WORK REPORT

NO: 4059 DATE: 10/31/17

TOMER: CITY OF NEWBURGH JOB SITE: M155 NEWBURGH SEWER

WORK PERFORMED: WATERLINE RELOCATION @ WASHINGTON ST.
FINISH BACKFILL AND PULL ALL SHORING.

LABOR

PERSONNEL	CRAFT/TRADE	HOURS	COMMENTS
TONY CREMO	FOREMAN	3.5	
CARL SMITH	Op A	3.5	
KEN DIPIETRO	Op B	3.5	
KIM SMITH	TEAMSTER	3.5	

EQUIPMENT AND TOOLS

MAKE AND MODEL	SIZE/CAPACITY	HOURS	COMMENTS
LINK BELT 160 (EXCAVATOR)		3.5	
KAWASAKI 67Z (LOADER)		3.5	
TANDEM DUMP TRUCK		3.5	

MATERIALS

DESCRIPTION	UNIT OF MEASURE	HOURS	COMMENTS

Matches Field Observations

YELLOW: Customer WHITE COPY: Office

CUSTOMER ACKNOWLEDGEMENT

Reorder From NEBS CUSTOM printing service 1-800-869-6327 NEBS, Inc. Groton, MA 01471 www.nebs.com

Rel. No: G 051300606

W.M. Schultz Construction, Inc.

DAY

EXTRA WORK REPORT

NO: 4057 DATE: 10/30/17

STOMER: CITY OF NEWBURGH JOB SITE: MISS NEWBURGH SEWER

ARCADIS (ENGINEER)

WORK PERFORMED: WATERLINE RELOCATION. @ WATER ST & WASHINGTON ST INTERSECTION. EXCAVATE TO RELOCATE WATERLINE IN ORDER TO GET NEW SEWER BY IT. LOTS OF ABANDENED PIPES IN HOLE. STORM SEWER EXPOSED AND JOINT WAS LEAKING BAD. DPW OUT TO FIX IT. APPROX. 2HRS. EXPOSED VALVE AND PULLED CAP AND STUB OFF. PULLED EXISTING PIPE OUT. SUPPORTED STORM SEWER.

LABOR

PERSONNEL	CRAFT/TRADE	HOURS	COMMENTS
TONY CREMO	FOREMAN	13	
CARL SMITH	OP. A	12	
PEDRO JASSO	LAB B	9	
KEN DEPIETRO	OP B	9	
ED MILADANO	TEAMSTER	7.5	
KEM SMITH	TEAMSTER	3	

EQUIPMENT AND TOOLS

MAKE AND MODEL	SIZE/CAPACITY	HOURS	COMMENTS
LINK BELT 160 (EXCAVATOR)		6	
F 750 (SINGLE AXLE DUMP TRUCK)		7.5	
FORD F250 W/ TOOLS (PICK UP)		13	
KAWASAKI 67Z (LOADER)		9	
2" PUMP W/ HOSE		12	
LIGHT PLANT		12	
LINK BELT 300 (EXCAVATOR)		6	
TANDEM DUMP TRUCK		3	

MATERIALS

DESCRIPTION	UNIT OF MEASURE	HOURS	COMMENTS
NUMBER 1 & 2 STONE	6 YARDS		
Labor Materials			
Heidi McG			

YELLOW: Customer WHITE COPY: Office

CUSTOMER ACKNOWLEDGEMENT

Reorder From NEBS CUSTOM printing service 1-800-668-6527 NEBS, Inc. Groton, MA 01471 www.nebs.com Rel. No: G 054306806

Run Date: 10/26/17

Preshipment Notification

Customer #	206097
Order #	I024272
Date Ordered	10/26/17
Job #	
Job Name	NEWBURGH
Purchase Order #	NEWBURGH
Method of Shipment	OUR TRUCK
Contract Order #	0000000
Ordered By	
Ship Via	CORE & MAIN LP

Sold To:
W.M. SCHULTZ CONSTRUCTION, INC.
PO BOX 2620
BALLSTON SPA, NY 12020-8620

Ship To:
W.M. SCHULTZ CONSTRUCTION, INC.
831 Route 67
Curtis Ind. Park
Ballston Spa, NY 12020

Branch:
POUGHKEEPSIE NY
Branch - 405
650 Sheafe Rd
Poughkeepsie, NY 12601

Phone: 845-249-4909

Bid Seq#	Product Code	Description	Qty Ordered	Qty Shipped	Qty B/O	Net Price	UOM	Ext Price
	010652T	6 TJ CL52 DI PIPE C/L	40	40		14.98000	FT	599.20
	24AFEB07459	3/4X4-1/2 90 OFFSET EYEBOLT 364-4000	30	30		3.00000	EA	90.00
	24AFHN07H	3/4 HEAVY HEX PLAIN NUT	30	30		.50000	EA	15.00
	24AFFW07	3/4 PLAIN FLAT STEEL WASHER	30	30		.30000	EA	9.00
	24AFTRS07B	3/4 PLAIN BLACK ROD COUPLING	10	10		3.06000	EA	30.60
	24AFTRROD346	3/4 X 6' ALL THD ROD	13	13		15.00000	EA	195.00
	21T064M	6 MJ 45 BEND USA CP DI C153	4	4		102.75000	EA	411.00
	21T06S112T	6 MJ L/P SLEEVE USA CP DI C153	2	2		108.75000	EA	217.50

Terms in accordance with shipping manifest.

Special Instructions/Comments:

Total Shipped:		1567.30
Total Ordered:	1567.30	

W.M. Schultz Construction, Inc.

PO Box 2620 - Ballston Spa NY 12020
Phone (518) 885-0060 Fax (518) 885-0744

SCHULTZ

PURCHASE ORDER
2570
Show this purchase order number on all correspondence, invoices, shipping papers and packages

To	HUDSON VALLEY CONST SVCS 6 BLUE STAR FARM ROAD CORNWALL NY 12515	Order Date	8/29/2017	SCI JOB #:	M155
		Deliver to	South Water Street Newburgh NY 12550		

Terms	60	Requisition No	
Ship Via	YOUR TRUCK	Delivery Date	9/1/2017
FOB	JOB SITE	Purchaser	KEVIN TURE
Site Contact		Owner	City of Newburgh

Qty Ordered	Unit	Qty Received	Description	Cost Code	Unit Price	Total	
1.00	EA		SANITARY 60" DIA. MANHOLE WITH 6" EXTENDED "NEW MANHOLE" C-01	030PRECAST	2,253.00	2,253.00 ✓	
1.00	EA		SMH-1 SANITARY 60" DIA. MANHOLE WITH 6" EXTENDED	030PRECAST	2,356.00	2,356.00 ✓	
1.00	EA		SMH-2 SANITARY 60" DIA. MANHOLE WITH 6" EXTENDED	030PRECAST	2,335.00	2,335.00 ✓	
1.00	EA		SMH-3 SANITARY 60" DIA MANHOLE WITH 6" EXTENDED	030PRECAST	2,335.00	2,335.00 ✓	
1.00	EA		SMH-4 SANITARY 60" DIA. MANHOLE WITH 6" EXTENDED	030PRECAST	2,034.00	2,034.00 ✓	
1.00	EA		SMH-5 SANITARY 60" DIA. MANHOLE WITH 6" EXTENDED	030PRECAST	1,791.00	1,791.00 ✓	
1.00	EA		SMH-6 SANITARY 60" DIA. MANHOLE WITH 6" EXTENDED	030PRECAST	1,465.00	1,465.00 ✓	
1.00	EA		SMH-7 SANITARY 60" DIA. MANHOLE WITH 6" EXTENDED	030PRECAST	1,628.00	1,628.00 ✓	
1.00	EA		SMH-8 SANITARY 60" DIA. MANHOLE WITH 6" EXTENDED	030PRECAST	1,274.00	1,274.00 ✓	
			THE ABOVE ITEMS ARE TO BE PROVIDED IN ACCORDANCE WITH SPECIFICATION SECTION 33 05 13 MANHOLES & STRUCTURES	030PRECAST		0.00	
1,000.00	TON		NYSDOT SUBBASE	31062303MA	15.70 ✓	15,700.00	
1,650.00	TON		NYSDOT #1/#2	31062303MA	20.00 ✓	33,000.00	
4,000.00	TON		MILLINGS/RCA	31062303MA	11.25 ✓	45,000.00	
					Order Total	$111,171.00	

Purchase Order Subject to Purchase Order Notes, Terms and Conditions and Exhibit "A" - Addendum to Purchase Agreement Indemnification and Insurance - Supplier Services attached hereto and incorporated as part of this Agreement. This Agreement shall be fully binding if some or all signatures on a finalized copy of this Agreement are exchanged via electronic mail (e mail) and as so signed may be admitted as evidence of this Agreement.

Operations Manager
AUTHORIZED BY W.M. SCHULTZ CONSTRUCTION, INC. (PURCHASER)

Acknowledged and Accepted for Seller

Leigh N. Rivas
Print Name

9/13/17
Date

Leigh Nannini Rivas
Signed

President
Title

EquipmentWatch™

www.equipmentwatch.com

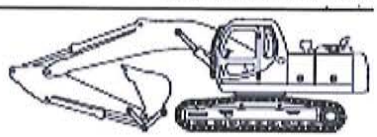
All prices shown in US$

160 EXCAVATOR

Rental Rate Blue Book®

September 12, 2017

Link-Belt 160 X2
Crawler Mounted Hydraulic Excavators



Size Class:
16.1 - 19.0 MTons
Weight:
37,700 lbs.

Configuration for 160 X2

Net Horsepower	**120 hp**	Power Mode	**Diesel**
Bucket Capacity - Heaped	**.76 cu yd**	Operating Weight	**17.1 mt**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	$7,445.00	$2,085.00	$520.00	$78.00	$36.75	$79.05
Adjustments						
Region (New York State DOT: 108%)	$595.60	$166.80	$41.60	$6.24		
Model Year (2015: 99.4%)	($48.24)	($13.51)	($3.37)	($0.51)		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
Total:	**$7,992.36**	**$2,238.29**	**$558.23**	**$83.73**	**$36.75**	**$82.16**

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	36%	$2,680.20/mo
Overhaul (ownership)	49%	$3,648.05/mo
CFC (ownership)	7%	$521.15/mo
Indirect (ownership)	8%	$595.60/mo
Fuel (operating) @ 2.53	30%	$10.93/hr

Revised Date: 2nd Half 2017

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for Tim Boland (timboland@wmschultz.com)

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EquipmentWatch™

www.equipmentwatch.com

All prices shown in US$

300 EXCAVATOR

Rental Rate Blue Book®

September 12, 2017

Link-Belt 300 X3
Crawler Mounted Hydraulic Excavators

Size Class:
28.1 - 33.0 MTons
Weight:
65,918 lbs.

Configuration for 300 X3

Net Horsepower	**207 hp**	Power Mode	**Diesel**
Bucket Capacity - Heaped	**1.89 cu yd**	Operating Weight	**29.9 mt**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	$12,250.00	$3,430.00	$860.00	$130.00	$59.50	$129.10
Adjustments						
Region (New York State DOT: 108%)	$980.00	$274.40	$68.80	$10.40		
Model Year (2015: 99.4%)	($79.38)	($22.23)	($5.57)	($0.84)		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
Total:	**$13,150.62**	**$3,682.17**	**$923.23**	**$139.56**	**$59.50**	**$134.22**

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	36%	$4,410.00/mo
Overhaul (ownership)	49%	$6,002.50/mo
CFC (ownership)	7%	$857.50/mo
Indirect (ownership)	8%	$980.00/mo
Fuel (operating) @ 2.53	37%	$22.00/hr

Revised Date: 2nd Half 2017

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EquipmentWatch.

F-750 SINGLE AXLE

www.equipmentwatch.com

Adjustments for 1052 in WMSCI Large Equipment

November 14, 2017

Miscellaneous 6X4 10YD 40KGVW
On-Highway Rear Dumps

Size Class:
33,001 - 45,000 GVW
Weight:
12,712 lbs.

Configuration for 6X4 10YD 40KGVW

Maximum Gross Vehicle Weight	**40000 lbs**	Struck Capacity	**8 cuyd - 10 cuyd**
Power Mode	**Diesel**	Horsepower	**315**
Axle Configuration	**6X4**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	$2,965.00	$830.00	$210.00	$32.00	$35.50	$52.35
Adjustments						
Region (New York: 108%)	$237.20	$66.40	$16.80	$2.56		
Model Year (2016: 99.7%)	($9.61)	($2.69)	($0.68)	($0.10)		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
Total:	**$3,192.59**	**$893.71**	**$226.12**	**$34.46**	**$35.50**	**$53.64**

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	51%	$1,512.15/mo
Overhaul (ownership)	32%	$948.80/mo
CFC (ownership)	6%	$177.90/mo
Indirect (ownership)	11%	$326.15/mo
Fuel (operating) @ 2.53	63%	$22.31/hr

Revised Date: 2nd Half 2017

EquipmentWatch.

FOREMAN'S PICKUP

www.equipmentwatch.com

Adjustments for 175 in WMSCI Large Equipment

November 14, 2017

Miscellaneous 4X2 3/4 160 CONV DSL
On-Highway Light Duty Trucks

Size Class:
100 - 199 HP
Weight:
4,000 lbs.

Configuration for 4X2 3/4 160 CONV DSL

Power Mode	**Diesel**	Horsepower	**160**
Axle Configuration	**4X2**	Ton Rating	**3/4**
Cab Type	**Conventional**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	$790.00	$220.00	$55.00	$8.00	$7.45	$11.94
Adjustments						
Region (New York: 108%)	$63.20	$17.60	$4.40	$0.64		
Model Year (2016: 99.7%)	($2.56)	($0.71)	($0.18)	($0.03)		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
Total:	**$850.64**	**$236.89**	**$59.22**	**$8.61**	**$7.45**	**$12.28**

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	56%	$442.40/mo
Overhaul (ownership)	29%	$229.10/mo
CFC (ownership)	5%	$39.50/mo
Indirect (ownership)	10%	$79.00/mo
Fuel (operating) @ 2.53	65%	$4.86/hr

Revised Date: 2nd Half 2017

EquipmentWatch.

TANDEM DUMP TRUCK

www.equipmentwatch.com

All prices shown in US$

Adjustments for TIMBOLAND3 in Rental Equipment

November 14, 2017

Miscellaneous 6X4 18YD 70KGVW
On-Highway Rear Dumps

Size Class:
60,001 GVW & Over
Weight:
19,702 lbs.

Configuration for 6X4 18YD 70KGVW

Maximum Gross Vehicle Weight	**70000 lbs**	Struck Capacity	**12 cuyd - 18 cuyd**
Axle Configuration	**6X4**	Power Mode	**Diesel**
Horsepower	**400**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	$4,560.00	$1,275.00	$320.00	$48.00	$46.70	$72.61
Adjustments						
Region (New York: 108%)	$364.80	$102.00	$25.60	$3.84		
Model Year (2016: 99.7%)	($14.77)	($4.13)	($1.04)	($0.16)		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
Total:	**$4,910.03**	**$1,372.87**	**$344.56**	**$51.68**	**$46.70**	**$74.60**

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	51%	$2,325.60/mo
Overhaul (ownership)	32%	$1,459.20/mo
CFC (ownership)	6%	$273.60/mo
Indirect (ownership)	11%	$501.60/mo
Fuel (operating) @ 2.53	61%	$28.34/hr

Revised Date: 2nd Half 2017

EquipmentWatch.

LOADER

www.equipmentwatch.com

Adjustments for 221 in WMSCI Large Equipment

November 14, 2017

Kawasaki 65ZV-2
4-Wd Articulated Wheel Loaders

Size Class:
135 - 149 HP
Weight:
25,580 lbs.

Configuration for 65ZV-2

Operator Protection	**EROPS**	Net Horsepower	**148.9851 hp**
Power Mode	**Diesel**	Bucket Capacity - Heaped	**2.9953 cuyd**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	$4,565.00	$1,280.00	$320.00	$48.00	$25.85	$51.79
Adjustments						
Region (New York: 107.9%)	$360.63	$101.12	$25.28	$3.79		
Model Year (2015: 99.3%)	($34.48)	($9.67)	($2.42)	($0.36)		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
Total:	**$4,891.15**	**$1,371.45**	**$342.86**	**$51.43**	**$25.85**	**$53.64**

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	41%	$1,871.65/mo
Overhaul (ownership)	39%	$1,780.35/mo
CFC (ownership)	8%	$365.20/mo
Indirect (ownership)	12%	$547.80/mo
Fuel (operating) @ 2.53	47%	$12.14/hr

Revised Date: 2nd Half 2017

EquipmentWatch

www.equipmentwatch.com

2" PUMP

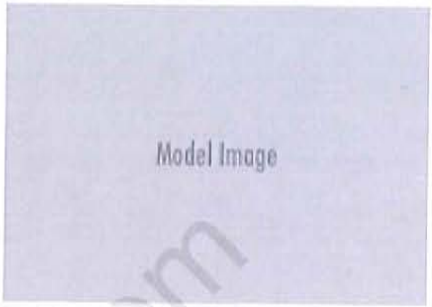
All prices shown in US$

Rental Rate Blue Book®

September 12, 2017

Miscellaneous 2" SINGLE PHASE
Electric Submersible Pumps

Size Class:
1.5 & 2.0 Inch
Weight:
81 lbs.



Configuration for 2" SINGLE PHASE

Size	**2 in**	Phase	**Single**
Voltage	**115/230**	Horsepower	**2**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	$285.00	$80.00	$20.00	$3.00	$1.50	$3.12
Adjustments						
Region (New York State DOT: 113.7%)	$39.04	$10.96	$2.74	$0.41		
Model Year (2017: 100%)	-	-	-	-		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
Total:	**$324.04**	**$90.96**	**$22.74**	**$3.41**	**$1.50**	**$3.34**

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	51%	$145.35/mo
Overhaul (ownership)	37%	$105.45/mo
CFC (ownership)	4%	$11.40/mo
Indirect (ownership)	8%	$22.80/mo
Fuel (operating) @ 0.13	14%	$0.21/hr

Revised Date: 2nd Half 2017

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for Tim Boland (timboland@wmschultz.com)

www.equipmentwatch.com

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EquipmentWatch.

LIGHT PLANTS

www.equipmentwatch.com

Adjustments for 514 in WMSCI Large Equipment

November 14, 2017

Miscellaneous HEAVY DUTY--6-15-1/2
Portable Light Towers

Size Class:
Thru 7 KW
Weight:
3,180 lbs.

Configuration for HEAVY DUTY--6-15-1/2

Tower Height	**30 ft**	Number of Lights	**4**
Power Mode	**Diesel**	Horsepower	**25.5**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	$1,585.00	$445.00	$110.00	$17.00	$6.25	$15.26
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2009: 92.5%)	($118.87)	($33.37)	($8.25)	($1.27)		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
Total:	**$1,466.13**	**$411.63**	**$101.75**	**$15.73**	**$6.25**	**$14.58**

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	37%	$586.45/mo
Overhaul (ownership)	54%	$855.90/mo
CFC (ownership)	4%	$63.40/mo
Indirect (ownership)	5%	$79.25/mo
Fuel (operating) @ 2.53	27%	$1.68/hr

Revised Date: 2nd Half 2017

W.M. Schultz Construction, Inc.
P.O. Box 2620
Ballston Spa, New York 12020
(518)-885-0060 Fax (518) 885-0744

JOB M-155 NEWBURGH

SHEET NO. _____ OF _____

CALCULATED BY _____ DATE _____

CHECKED BY _____ DATE _____

SCALE _____

RELOCATE WATERLINE SUBS

TRENCH PATCH	$\frac{25' \times 10'}{9}$ = 28 SY @ 10"	=	16 TON
AROLD PAVING	16 T @ $120.00	=	$1,920.00
	TACK COAT 5 GAL @ 10.00	=	50.00
SAWCUT N.E	60' @ $5.00/LF	=	303.60
			$2,273.60
	5% OH&P		$113.68
			$2,387.28

AROLD CONSTRUCTION COMPANY, INC.
51 POWDER MILL BRIDGE RD. KINGSTON, NY 12401
(845) 336-8753 PHONE (845) 336-8245 FAX
www.aroldconstruction.com
A CERTIFIED WBE & DBE CONTRACTOR

PROPOSAL

For: Schultz Construction

Att: Kevin Ture

Date: 8/17/17

Project: Water St. Newburgh NY

Location: Newburg NY

Owner: City of Newburg

Arch. / Engineer: Arcadis

Subject to prompt acceptance, within 30 days and to all conditions stipulated, we propose to furnish the following:

Asphalt paving to include the following:

GC to provide all saw cuts, fine grading and compaction of sub base, trench widths as required for use of paver option, and MPT.

Trenching patching by machine base and binder	$100.00 per ton
Trench patching by hand	$120.00 per ton
Asphalt overlay	$100.00 per ton
Tack coat for trench patch only	$10.00 per gallon

Price includes 2 mobilizations for trench patch and 1 for top course. Additional mobilizations if required will be at $1,500.00 per mobilization.

Not Included:

- Compaction Testing
- Tack coat for top course
- Top pricing based on plant price of $60.50 for 7F top. Additional material costs will be billed at actual price.

Price is based on mobilizations as outlined and payment of all invoices within 30 days with 5% retainage held for no more than 90 days after acceptance of Arold's work by owner.

Thank you for the opportunity to quote this project.

Regards,

Gary Arold
Project Manager

New England Concrete Cutting, Inc.

Tel 413.786.8720 PO Box 361, Agawam, MA 01001-0361 Fax 413.821.9965

800.443.NECC or 800.443.6322

Sawing
Slab - Wall - Wire
Core Drilling
Bridge Decks

QUOTATION / CONTRACT

DATE: 09/05/17 **CUST NO:** N06004 **QUOTE NO:** 382195

WM SCHULTZ CONSTRUCTION INC
831 STATE RTE 7
PO BOX 2620
BALLSTON SPA, NY 12020

TEL: (518) 885-0060

FAX: (518) 885-0744

JOB SITE: SOUTH WATER ST PROJECT, , NEWBURGH, NY **ORDERED BY:** JIM PANGBURN

NEW ENGLAND CONCRETE CUTTING, INC. IS PLEASED TO SUBMIT A JOB QUOTE FOR THE ABOVE LISTED JOB AS FOLLOWS:

PROPOSAL:

Quantity	Description	Unit	Price
1.000000	SAW CUT ONLY 1100LF X UP TO 4" THICK ASPHALT	1,560.00	1,560.00
1.000000	SAW CUT ONLY 9 - 12' X 12' X UP TO 10" THICK ASPHALT FOR NEW MANHOLES, PERIMETER CUTS ONLY	2,180.00	2,180.00
	*ALL LAYOUT, REMOVAL, DISPOSAL & TRAFFIC CONTROL BY OTHERS *REGULAR WORK HOURS MON-FRI *MINIMUM TRIP $1250 *PRICED FOR 1 MOB ONLY *NY TAX NOT INCLUDED IN QUOTE		

= $5.06/LF

CITY OF NEWBURGH
SOUTH WATER STREET SEWER SEPARATION PROJECT

CHANGE ORDER PROPOSAL

Change Order Proposal No.: **M-155-** Date: 12/22/17

Submitted in Response to Proposal Request No.: 8

Contract Name and No.: **Bid # 12-17 South Water Street Sewer Separation**

Contractor: **WM Schultz Construction, Inc.**

Subject: Doghouse MH

The following changes to the Contract are proposed:

SCOPE OF WORK: *(attach and list supporting information as required)*

1. *Item*: Per RFCOP #8 , eliminate doghouse MH, add cleanout and drop MH
2. *Item*: Eliminate extra 12-inches of crushed stone between ST 7+30 to ST 12+75

JUSTIFICATION:

1. *Item*: As order by engineer
2. *Item*:

CHANGES IN CONTRACT PRICE AND CONTRACT TIMES:

We propose that the Contract Price and Contract Times be changed as follows:

For Contract Price, when requested by Engineer, attach detailed cost breakdowns for Contractor and Subcontractors, Supplier quotations, and other information required.

For the Contract Times, state increase, decrease, or no change to Contract Times for Substantial Completion, readiness for final payment, and Milestones, if any. If increase or decrease, state specific number of days for changes to the Contract Times.

Description	Amount	Contract Times (days)	
		Substantial	Final
1. Item 1	~~$-1,1151.36~~	0	0
2. Item	$0.00	0	0
Total This Change Order Proposal	~~*-$1,151.36*~~ $(2,791.36)	*0*	*0*

Changes to Milestones, if any: _____

The adjustment proposed is the entire adjustment to the Contract to which the proposer believes it is entitled as a result of the proposed change.

Change Order Proposal By: _____

Signature of Proposer: _____

ITEM SHEET COSTS AS SHOWN

Item:	009	Unit of Measure:	LS
Description:	RFCOP #8, eliminate doghouse MH, add cleanout, etc.	Bid Quantity:	1.00
		Take-off Quantity:	1.000
Cost Code:		Total Man-Hours:	-3.20
Production:	DAYS	Man-Hours per Unit:	-3.2000
Hours per Day:	8	Units / MH:	-0.3125
Alternate:			

Item Production

ITEM#	DESCRIPTION	U/M	QTY	Units /Day	Days Req'd
009	RFCOP #8, eliminate doghouse MH, ad	LS	1.00	1.00	1.00

Cost Detail for Item Z

R	Code	Description	QTY	U/M	Factor	Rate	Cost
Z	Z	>>>> ELIMINATE DOGHOUSE MH					
L	FOR A	PIPE FORMAN	1.00		-0.25	806.61	-201.65
L	OP A	"A" OPERATOR	1.00		-0.25	788.10	-197.02
L	LAB B	SKILLED LABORER	2.00		-0.25	624.71	-312.35
E	EXC01	Cat 314 0-Swing Excavator (2016)	1.00		-0.25	240.74	-60.18
E	LDR02	Cat 928G Loader (1999)	1.00		-0.25	287.98	-72.00
M	WRITEIN	DOGHOUSE MH	1.00	EA	1.00	-1,000.00	-1,000.00
Z	Z	>>>>>>> ADD CORE, CLEANOUT, ETC.					
L	FOR A	PIPE FORMAN	1.00		0.20	806.61	161.32
L	LAB B	SKILLED LABORER	1.00		0.20	624.71	124.94
L	OP A	"A" OPERATOR	1.00		0.20	788.10	157.62
E	EXC20	Cat 314 O-Swing Excavator (2016)	1.00		0.20	240.74	48.15
M	WRITEIN	CLEANOUT, WYS, ETC	1.00		1.00	350.00	350.00
		Item Unit Cost: -1,001.18				**Item Total Cost:**	**-1,001.18**

	Labor	Equipment	Rental Eq	Material	Subcontract	Other
Total:	-267.15	-84.03	0.00	-650.00	0.00	0.00
Unit:	-267.15	-84.03	0.00	-650.00	0.00	0.00

Bid Data for Item: 009

	Quantity	Bid Unit	Bid Amount	Total Cost	Prof & Ovhd	Windfall
Bid Qty:	1.00	-1,151.36	-1,151.36	-1,001.18	-150.18	
Take-off Qty:	1.00	-1,151.36	-1,151.36	-1,001.18	-150.18	0.00

ARCADIS Design & Consultancy for natural and built assets

PROPOSAL REQUEST

Owner: City of Newburgh

Project Name: South Water Street Sewer Separation Project

Proposal Request No.: 8 **Date:** November 8, 2017

Contract Name and No: General Construction

Contractor: W.M Shultz

Other Contracts Involved in Proposed Change: N/A

TO CONTRACTOR: Please submit a complete Change Proposal for the proposed modifications described below. If the associated Change Proposal is approved, a Change Order or allowance authorization will be issued to authorize adjustment so the scope of the Work. This Proposal Request is not a Change Order, Work Change Directive, Field Order, or an authorization to proceed with the proposed Work described below.

SCOPE OF PROPOSED WORK:

1. *Delete the new manhole connected to SMH-2 and the new sewer lateral from Brick Warehouse / Industrial Building.*
2. *Core hole in SMH-2 capable of accepting a 8-inch pipe, with an invert of 22.35 ft and a drop of ±6.2 ft.*
3. *Construct new 8-inch gravity sewer and 90-degree wye with clean out where existing sewer lateral from the Brick Warehouse/Industrial Building, the new gravity sewer, and existing lateral intersect with each other.*
4. *Abandon existing lateral to the storm sewer by grouting the lateral in place.*

Proposal requested by: A.J. Brooks

Signature of Requestor:

CITY OF NEWBURGH
SOUTH WATER STREET SEWER SEPARATION PROJECT

CHANGE ORDER PROPOSAL

Change Order Proposal No.: **M-155-** 09 Date: 11/18/17

Submitted in Response to Proposal Request No.: RFCOP #9

Contract Name and No.: **Bid # 12-17 South Water Street Sewer Separation**

Contractor: **WM Schultz Construction, Inc.**

Subject: Temporary Pavement Markings

The following changes to the Contract are proposed:

SCOPE OF WORK: *(attach and list supporting information as required)*

1. *Item*: Provide Temporary Pavement Markings
2. *Item*:

JUSTIFICATION:

1. *Item*: As order by engineer for winter shutdown
2. *Item*:

CHANGES IN CONTRACT PRICE AND CONTRACT TIMES:

We propose that the Contract Price and Contract Times be changed as follows:

For Contract Price, when requested by Engineer, attach detailed cost breakdowns for Contractor and Subcontractors, Supplier quotations, and other information required.

For the Contract Times, state increase, decrease, or no change to Contract Times for Substantial Completion, readiness for final payment, and Milestones, if any. If increase or decrease, state specific number of days for changes to the Contract Times.

Description	Amount	Contract Times (days)	
		Substantial	Final
1. Item 1	~~$4,908.00~~	0	0
2. Item	$0.00	0	0
Total This Change Order Proposal	~~*$4,908.00*~~ **$4,481.40**	*0*	*0*

Changes to Milestones, if any:

The adjustment proposed is the entire adjustment to the Contract to which the proposer believes it is entitled as a result of the proposed change.

Change Order Proposal By: Kevin Ture, Sr. Project Manager

Signature of Proposer: digitally signed on 11/18/17

Temporary SripeTakeoff

Sta 1+00 to 19+75 — 1,875 lf

	Sta	Sta	LF			Total
White Edge Line	100	1975	1875	x	2	3,750
deduct Washington			-40	x	2	(80)
Yellow Center Turn lane	100	825	725	x	2	1,450
Yellow broken (36 each at 10')	100	825	36	x	10	360
Lane lines @ Washington			100	x	2	200
Stop Bars 24" = 6 - 4" lines (150' each)			150	x	3	450
Double Yellow centerline	975	1975	1000	x	2	2,000
						8,130

Cost	8130	LF
Straighline price to Arold 2nd tier sub	$0.50	LF
	$4,065	
Arold Paving 5% allowable OH and P	$203.25	
	$4,268	
Contractor OH and profit 15%	$640.24	
Total Price	$4,908	

From:	Ellen Messemer
To:	Kevin Ture
Subject:	RE: Newburgh Sewer
Date:	Thursday, November 16, 2017 10:24:54 AM
Attachments:	Newburgh-Temp-Stripe-Waterborne.pdf

Kevin,

Per our telephone conversation yesterday you requested a price for temp stripes of approx. 4,500 LF (long-line). The price for temp waterborne pavement markings is $.50/LF (4" width), One Application, NO Traffic Control, No Removal, $1,000 Daily Minimum, Weekends/Holidays billed additional.

As I mentioned, we have not received any subcontract paperwork from Arold regarding this project.

Ellen M. Messemer
Controller
Straight Line Industries, Inc.

Pay Items Bid History Information US CUSTOMARY Items

Item Number	Special Spec?	Spec Status	Status Date	Units	Price Indicator	Specification Document	Issuing Document	Message
619.100101		General Approval	09/06/2007	LF			EI 07-006	EI 07-006

Description: INTERIM PAVEMENT MARKINGS, STRIPES (TRAFFIC PAINT)

Search Pay Item Bid History

Quantity Range: to

Date Range for Price Select a Date Range or 11/15/2016

History: through 11/15/2017

Search Reset

SCI
& .50/ea

Region	Number of Projects	Quantity	Weighted Average Price
Statewide	30	644,153.00	$.52

Export Data Print

D Number	Pin Number	Let Date	Project Description	Qty	Awarded Price	Extended Amt
D263528	882350	09/07/2017	LHTL BUS STATIONS AND INTERSECTION, WESTCHESTER AND ROCKLAND	2,500.00	$1.00	$2,500.00
D263545	350651	09/07/2017	STATE FAIRGROUNDS ACCESS IMPROVEMENTS PROJECT	40,000.00	$.25	$10,000.00
D263504	901858	08/10/2017	RTE 28 AND RTE 357 INTERSECTION RECONSTRUCTION	9,455.00	$.25	$2,363.75
D263501	X11025	07/27/2017	BRONX RIVER PARKWAY SAFETY IMPROVEMENTS, NYC	23,625.00	$1.00	$23,625.00
D263507	00PS01	07/13/2017	TRAFFIC SIGNAL REQUIREMENTS CONTRACT 35.	1,500.00	$1.43	$2,145.00
D263476	839324	06/22/2017	ROUTE 376 AT LAKE WALTON ROAD AND ROBINSON LANE IMPROVEMENTS	32,794.00	$.28	$9,182.32
D263480	506435	06/08/2017	NY ROUTE 394; STOW	18,204.00	$.26	$4,733.04
D263452	X72977	05/24/2017	THE REPLACEMENT OF THE KOSCIUSZKO BRIDGE OVER NEWTOWN CREEK	66,600.00	$.92	$61,272.00
D263467	810631	04/20/2017	SPRIAN BROOK PARKWAY SOUTHBOUND OVER PAYNE STREET, TOWN OF	18,600.00	$1.00	$18,600.00
D263427	881293	04/06/2017	ROUTE 9W RETAINING WALL REHABILITATION	6,162.00	$.85	$5,237.70
D263411	108533	04/06/2017	NYS ROUTE 146 SAFETY IMPROVEMENT PROJECT	675.00	$.25	$168.75
D263264	182285	03/30/2017	SCHENECTADY STATION REHABILITATION	460.00	$2.00	$920.00
D263392	XM1560	03/30/2017	JEWEL AVENUE BEARING REPLACEMENT AND MAINTENANCE REPAIRS,	3,400.00	$1.29	$4,386.00
D263372	XM1651	03/09/2017	BRIDGE MAINTENANCE REPAIRS AT VARIOUS LOCATIONS IN NYC	4,100.00	$1.00	$4,100.00
D263398	X07152	02/23/2017	SAFETY IMPROVEMENTS ON HARLEM RIVER DRIVE	55,000.00	$1.20	$66,000.00

D Number	Pin Number	Let Date	Project Description	Qty	Awarded Price	Extended Amt
D263361	XM1649	02/23/2017	PAVEMENT REHABILITATION IN QUEENS AND KINGS COUNTIES,NYC	32,510.00	$1.15	$37,386.50
D263369	9BOW0E	02/23/2017	RTE 52 OVER PANTHER ROCK CREEK & LAUNDRY BROOK	2,274.00	$.55	$1,250.70
D263368	9BOW06	02/16/2017	RTE 10 OVER PLATNER BROOK (CBOW)	7,560.00	$.30	$2,268.00
D263301	1BOW0G	02/16/2017	ROUTE 23 OVER SCHOHARIE CREEK & ROUTE 23 OVER HUNTERSFIELD	16,419.00	$.50	$8,209.50
D263357	600124	02/16/2017	RTE. 14A BIG STREAM BRIDGE REPLACEMENT, BIN 1011070	5,250.00	$.50	$2,625.00
D263384	1BOW0F	02/16/2017	BRIDGE REPLACEMENT OF RTE 42 OVER WEST KILL & RTE 296 OVER	2,600.00	$1.10	$2,860.00
D263345	704243	02/09/2017	ROUTE 26, FORT DRUM OVERPASS	28,240.00	$.21	$5,930.40
D263341	581250	01/26/2017	TRANSIT ROAD FROM TERRACE BLVD. TO GEROGE URBAN BLVD.	21,992.00	$.40	$8,796.80
D263286	903808	01/12/2017	NYS RTE 434 GREENWAY, PENNSYLVANIA AVENUE	6,250.00	$.40	$2,500.00
D263249	453107	12/15/2016	ROUTE 531 TERMINUS	148,600.00	$.13	$19,318.00
D263276	900707	12/01/2016	RTE 38 OVER BERKSHIRE CREEK	4,287.00	$.50	$2,143.50
D263296	510186	12/01/2016	BRIDGE & HIGHWAY REHABILITATION, DRAINAGE IMPROV.	2,364.00	$.20	$472.80
D263303	581106	11/17/2016	INTERSECTION RECONSTRUCTION, WALDEN AT GALLERIA	15,457.00	$.36	$5,564.52
D263326	904261	11/17/2016	RTE 26 AT EAST MAINE ROAD INTERSECTION IMPROVEMENTS	13,575.00	$.50	$6,787.50
D263318	950099	11/17/2016	I81 OVER LOUGHLIN AND COLESVILLE ROAD	53,700.00	$.30	$16,110.00
				Total: 644,153.00		**$337,456.78**

⊞ 1	4	20,154.00	$.60	Export Data Print
⊞ 3	1	40,000.00	$.25	Export Data Print
⊞ 4	1	148,600.00	$.13	Export Data Print
⊞ 5	4	58,017.00	$.34	Export Data Print
⊞ 6	1	5,250.00	$.50	Export Data Print
⊞ 7	1	28,240.00	$.21	Export Data Print
⊞ 8	4	60,056.00	$.59	Export Data Print
⊞ 9	7	97,101.00	$.34	Export Data Print
⊞ 10	1	1,500.00	$1.43	Export Data Print
⊞ 11	6	185,235.00	$1.06	Export Data Print

SCHULTZ

December 19, 2017

Mr. A.J. Brooks
ARCADIS of New York Inc.
855 Route 146, Suite 210
Clifton Park, NY 12065

Re: South Water Street Sewer Separation Project
City of Newburgh

Subject: ***REQUEST FOR CHANGE ORDER***
DIFFERING SITE CONDITION – 16" BORE UNDER CSX RAILROAD

Dear Mr. Brooks,

This letter is to request a change order for the bore under CSX railroad. The basis of this request is contained in Section 4.03, Differing Subsurface or Physical Conditions. The following are the facts relative to this claim;

1) During progression of the bore with a 16" casing an obstruction was encountered approx. 14 feet in.
2) The obstruction was noted to contain concrete and rebar fragments and some geotextile fabric.
3) The inspectors on site were notified of the obstruction.
4) The bore could not be advanced any further.
5) Bergmann Associates, representing CSX Railroad ordered us to discontinue the bore and leave the casing in place and grout the casing in place.
6) CSX requires that if an obstruction is encountered, abandon the bore, fill the casing with grout and ***"propose a new method for the bore".***

Change Order Justification

Our subcontractor Turner Underground is proposing to install a larger diameter bore of 30" with ½" wall thickness. Please see attached email from Turner proposing a 30" diameter bore. Additionally, we asked another subcontractor, Garden State Tunneling to quote on the 16" bore. The quote they provide was competitive with Turner, however, subsequent to the quote, they sent an email declining the quote and stating that a larger diameter bore will be required. Garden State recommended 36" diameter, I have attached the email from Garden State with their concerns. Given that both experienced auger bore subcontractors have similar recommendation, we feel this Change Order is justified. Additionally, there are no soil boring provided in the contract documents. A question was asked by our estimator at the time of bid about that subject.

We were instructed that as no soils information is being provided, if obstructions or rock is encountered, a change order will be issued. This is also consistent with Section 4.03 Differing Subsurface or Physical Conditions.

Change Order Pricing

Attached please find a quote from Turner Underground to furnish and install a 30" casing. Additionally, please find a work up and WM Schultz's proposal for this change order. This price is a compilation of Turner's upcharge for the larger diameter, the cost of the original 16" casing to be retained by the owner, the support cost of Schultz and the additional cost of new spacers, and more volume of grouting the annular space. Please be advised that this proposal is based on no obstructions. Should obstructions be further encountered, the subcontractor hourly rate will apply and our support costs will be tracked with Time and Material records.

CSX Coordination

The other concern we have is coordination with CSX Railroad. As we all can attest, this has been an ongoing struggle from day one. CSX has now indicated that likely the next available flaggers will be after the 1st of the year and likely they will only be able to provide the same coverage as we had, 1 or 2 days max. on a weekend.

This arrangement is unacceptable for Schultz to consider. We can't entertain a schedule that forces us to enter in a 130' bore with unknown ground conditions with that small of a window to work in. We will require a commitment from CSX of 5-7 days' work to complete the bore. Please coordinate with Bergmann for a larger window to work in.

DOT Coordination and Traffic Safety

I notified Region 8 TMC of the current lane restriction on Water Street and the potential that the current configuration will remain all winter. Unless we hear from DOT to the contrary, we will assume they have no problem with the lane closure/lane shift configuration. Should additional MPT devises such as concrete barrier be ordered, we will request compensation for those costs or whatever temporary measures are ordered.

Schedule impacts

As we can all attest, Schultz's management of the work on this project has put us ahead of schedule with the exception of the bore. Schultz was ready to conduct the bore several months ago and have been at the mercy of CSX. If CSX were able to provide flaggers when we originally requested, the project would be 95% complete right now. Now, we are forced to complete the project in the spring. This fact, combined with further delays relative to this change order puts us in a position of not having control over the schedule. Should the need arrive, WM Schultz respectfully reserves its rights under contract to request time related compensation and potentially extensions to the completion date.

In closing, we at Schultz are committed to completing all projects with safety at the forefront, with high quality work and with all our projects on or ahead of schedule. There have been many changes to the contract work to date, mostly relative to similar situations of differing site conditions. These differing site conditions are commonplace when working under ground in old cities such as Newburgh. The engineers and designers simply can't anticipate everything that is

in the ground and changes need to be implemented to overcome these unknowns. We truly appreciate the team effort with the City of Newburgh and Arcadis in working thru several issues and keeping the project moving forward. I am confident we will work thru this issue and an amicable resolution will be reached.

All of the issues that have been on the table to date, including this one, are beyond the control of the contractor. Please provide your concurrence and issue a change order for this change in work scope at your earliest convenience. We thank you for your consideration in this matter and remain,

Very Truly Yours,
WM SCHULTZ CONSTRUCTION, INC.

Kevin C. Ture
Sr. Project Manager

Cc: File M155
Jason Morris, City Engineer

City of Newburgh- Water St, Sewer Project
Proposed Change Order
Change in Bore Diameter

Subcontractor upcharge			
Turner new proposed pricing		$	62,400.00
Furnish 30" casing		$	14,662.00
less cost of original scope		$	(36,600.00)
5% OH and Profit		$	2,023.10
Material Cost			
Grout to fill failed casing	7 cy @ $125	$	875.00
Additional grout for 30" casing	17 cy @ $125	$	2,125.00
Stainless Steel Spacers	22 at $130	$	2,860.00
20% OH and Profit		$	997.00
Labor and Equipment			
Additional 4 day Foreman @ $850		$	3,400.00
300 excavator additional 4 days @ $750		$	3,000.00
		$	1,280.00
Total Proposal		$	57,022.10

$ 40,462.00

$ 4,985.00

$ 6,400.00

Kevin Ture

From: Abe Brouk <abrouk@turnerunderground.com>
Sent: Monday, December 11, 2017 4:09 PM
To: Kevin Ture
Cc: Bob Turner; Rhett Turner
Subject: Re: Bore in Newburgh
Attachments: 2017-312ABRevisedQuoteNewburgh.pdf

Kevin,

Based on your conversation with Bob Turner of our office, attached find a revised quote to complete the bore for the South Water Street Sewer Separation project in the City of Newburgh, NY.
Our initial attempt to install the 16" steel casing at the proposed alignment did not succeed because of unforeseen obstruction composed of broken concrete pieces and steel rebars. Because of the small pipe diameter, it was impossible to determine the exact nature of the obstruction. As a result of the obstruction, crew was not able to steer and maintain desired alignment.

This is a common concurrence in auger-bore installations of casings smaller than 24" diameter and long distances. We therefore are proposing a 30" casing (0.5" wall) instead of the 16" steel casing. The larger diameter casing will provide ample space to let obstruction pass through and also allow crew to access and perform mining of potential larger obstructions.

We propose to remove the partially installed 16" casing provided the removal will not compromise the influence line of the RR embankment. We will maintain the original alignment to progress the 30" casing.

Our initial schedule to perform the bore had to be cancelled because of conflict with the the RR owner's flogger. The inflexibility of the flagger's availability has created some difficulty in scheduling and completion of the project. Any attempt to relax the flagger inflexibility is appreciated.

If the attached quote is acceptable, please sign and return a copy via email. The attached revised quote shall replace all previous agreements. We have waived all costs for the mobilization, labor and equipment costs incurred by TUGI, Inc. for the initial attempt.

Thank you

TURNER
UNDERGROUND INSTALLATIONS
DIRECTIONAL DRILLERS

2017-312

RE: **BID PROPOSAL FOR:**
Horizontal Directional Drilling (HDD) & Auger-Bore:

Contract: **South Water Street Sewer Separation**
Water Street
City of Newburgh, Orange County, NY

Date **December 11 2017**

Observations & Comments: Site visit was not conducted by TUGI staff.

Scope of work:

Install by use of Auger-Bore method 30" steel casings for 8" PVC Gravity Sewer as shown in the contract plans. Bid items are listed in the table below. The scope of work includes installation of the 30" steel casings, butt-welding by experienced welders (Non-Certified) and assist in installing the spacers and pull carrier conduits in the steel casings. Refer to the Bid Notes, Observations & Comments and References on this sheet for additional conditions.

Bid Notes:

1. All existing utilities crossing paths of the augering operations to be exposed by others.
2. Excavating entrance (10' x 40') and exit pits, prep launch pad for the auger-bore, by others.
2a. Manned excavator for spoils removal by others. Anticipate 6 Working Days to Complete
3. Benching, Sheeting, shoring, bracing and dewatering, if required, by others.
4. Rock is not anticipated at depths of pipe installations. If present, rate is as shown below.
4a. Should we encounter rock at any point in the augering, all augers will be pulled back a rock cutting head will then be utilized upon approval from the Owner/Engineer in order to proceed with the bore. Payment will be made at the unit price for rock the entire length of the bore.
5. New pipe connections to manholes and existing pipes, by others.
6. Permanent site restorations (grass, sidewalk & pavement) by others.
7. Materials (8" PVC, adapters, spacers, runners, void fill, etc.) by others.
8. Erosion control, Silt fence and other sensitive area protection measures, by others.
9. All required permits, etc., by others.
10. Work Zone Traffic Control, by others.
11. Survey & stakeout, as-built mapping and drawings, by others.
12. Disposal site for spent bentonite to be provided and maintained by others.
13. Bid is based on prevailing wage rates.
14. Zero percent retainage
15. Term is Net 30 days
16. Bid good for 30 days.

References: Bid proposal is based on of contract plans prepared by Arcadis.

Special Bid Notes: 1) Truck and equipment access to all drill sites shall be provided and maintained by others. 2) Damage to all paved and unpaved surfaces made during the trenchless installation process shall be completely repaired by others at no cost to TUGI, Inc. 3) If rock is encountered, the rate is as shown below. 4) An excavator and operator to load and unload auger-bore machines and rails, by others

TURNER
UNDERGROUND INSTALLATIONS
DIRECTIONAL DRILLERS

2017-312

RE: BID PROPOSAL FOR:
Horizontal Directional Drilling (HDD) & Auger-Bore:
South Water Street Sewer Separation
Water Street
City of Newburgh, Orange County, NY

Bid Item No.	Pay Item Description	Est Qty	Unit	Bid Unit Price (non-rock)	Bid Total Amount	Bid Comments
	Base Bid					
	Install 30" Steel Casing for 8" PVC Grav Sewer by auger-bore method	**1**	**LS**	**$62,400.00**	**$62,400.00**	***Solid Rock Rate is $963.00 per LF.***
	(Crossing at Grade & Elevated RR lines, Not to Excced 130',					
	Depth 14')					
	Optional					
	Furnish 30" Steel Casing (0.500" Wall Thickness)	**1**	**LS**	**$14,622.00**	**$14,622.00**	
	Total base bid amount				**$77,022.00**	**ACEPTANCE: If this bid proposal is agreeable to you, please sign at the bottom and return a copy to Turner Underground Installations, Inc.**

Turner Underground Installations, Inc.

Schultz Construction

SCHULTZ
Heavy Civil Construction

SUBCONTRACT AGREEMENT

ARTICLE 1 AGREEMENT

This Agreement is made this 29th Day of August in the Year 2017, by and between

W.M. SCHULTZ CONSTRUCTION, INC. (the "CONTRACTOR"), with an address at 831 Route 67, Curtis Industrial Park, Post Office Box 2620, Ballston Spa, New York 12020;

And

Turner Underground Installations (THE "SUBCONTRACTOR"), with an address at 1233 Lehigh Station Road, Henrietta, NY 14467, for services in connection with the SUBCONTRACT WORK for the following PROJECT:

South Water St. Sewer Separation Project

The OWNER is City of Newburgh, NY, 83 Broadway, Newburgh, NY 12550, and the DESIGN PROFESSIONAL for the Project is ARCADIS of New York, Inc., 855 Route 146, Clifton Park, NY 12065.

ARTICLE 2 SCOPE OF WORK

2.1 PARTIES' RELATIONSHIP The Parties each agree to proceed with the Subcontract Work on the basis of mutual trust, good faith, and fair dealing. The Parties shall each endeavor to promote harmony and cooperation.

2.2 SUBCONTRACT WORK The Contractor contracts with the Subcontractor as an independent contractor to provide all labor, materials, equipment, and services necessary or incidental to complete the work for the Project described in Article 1 and as may be set forth in further detail in **Exhibit A**, in accordance with, and reasonably inferable from, that which is indicated in the Subcontract Documents, and consistent with the Progress Schedule, as may change from time to time. The Subcontractor shall perform the Subcontract Work under the general direction of the Contractor and in accordance with the Subcontract Documents.

2.3 CONTRACTOR'S WORK The Contractor's Work is the construction and services required of the Contractor to fulfill its obligations pursuant to its agreement with the Owner (the Work). The "Subcontract Work" is a portion of the Contractor's Work.

2.4 SUBCONTRACT DOCUMENTS The Subcontract Documents include this Agreement, the prime agreement, special conditions, general conditions, specifications, drawings, addenda issued and acknowledged prior to execution of this Agreement, amendments, laboratory testing to determine the nature of encountered hazardous materials, other documents listed in this Agreement, and modifications issued in accordance with this Agreement. The Contractor shall make available for inspection by the Subcontractor, upon request, prior to the execution of this Agreement, copies of the existing Subcontract Documents to which the Subcontractor will be bound. The Subcontractor shall provide copies of applicable portions of the Subcontract Documents to its proposed subcontractors and suppliers. Nothing shall prohibit the Subcontractor from obtaining copies of the Subcontract Documents from the Contactor at any time after the Subcontract Agreement is executed.

2.5 CONFLICTS In the event of a conflict between this Agreement as modified and the other Subcontract Documents, this Agreement shall govern.

2.6 DEFINITIONS

2.6.1 "Agreement" means this Agreement between Contractor and Subcontractor, as modified by the Parties, and exhibits and attachments made part of this Agreement upon its execution.

2.6.1.1 The exhibits are as follows:

Exhibit A: The Subcontract Work: One (1) Page

Exhibit B: The Drawings, Specifications, General and Other Conditions issued by the Design Professional and/or Owner and dated May 2017, Addendum #1 dated 7/11/17, Addendum #2 dated 7/13/17, Addendum #3 dated 714/17 and other information.

Exhibit C: Progress Schedule: One (1) Page

Exhibit D: Alternates and Unit Prices and Estimated Quantities: One (1) Page

Exhibit E: Temporary Services: N/A

Exhibit F: Insurance Provisions: Nine (9) Pages

Exhibit G: Labor Relations: N/A

Exhibit A – Scope of Work:

Subcontractor agrees to provide all supervision, labor, materials, tools and equipment or other related items required to perform the Boring and Jacking or Microtunneling Scope of Work as described below in strict accordance with the contract documents and, specifically Section 33 05 23 Boring and Jacking or Microtunneling, as prepared by ARCADIS of New York Inc. The scope of work includes, but is not limited to, the following:

- SUBCONTRACTOR shall mobilize and provide for the INSTALLATION BY USE OF Auger-Bore method 18" steel casings (steel casings provided by CONTRACTOR) for 8" PVC gravity sewer as referenced in the Contract plans. The scope of work includes the installation of the 18" steel casings, butt welding per specification and assist in the installation of the spacers and pull carrier conduits in the steel casings.

Notes:	• Quantities shown above are estimated based on contract plans. Final pay quantities must be agreed upon with the Owner's Field Engineer in the field, based upon field measurements in accordance with contract measurement and payment provisions. • All work is to be coordinated in the field with Contractor's Project Manager, Kevin Ture at (518) 956-0255. • All materials subject to approval by the Project Engineer. Please submit electronic submittals/drawings/cut sheets as soon as possible to kture@wmschultz.com. • Contractor to provide Subcontractor with support by providing the following: o Maintenance and protection of traffic • Subcontractor is responsible to provide a two week look-ahead schedule when requested by Contractor. **SAFETY** • Subcontractor to provide the Contractor with a safety plan specific to their work two weeks before their work is to commence. • Subcontractor is to lead a pre-task plan meeting on-site before their work commences with: ✓ Contractor's site employees ✓ Other subcontractors and their employees (if applicable) that will be exposed to Subcontractor's scope of work. ✓ Other on-site persons (engineer, inspectors, etc.) that will be exposed to Subcontractor's scope of work. • Subcontractor is to supply the Contractor with MSDS sheets, if applicable, for the product(s) they are and/or intend to utilize. • Subcontractor is to provide its personnel with standard and appropriate Personal Protection Equipment required for their scope of work including fall protection.
This work will be in strict accordance with the project plans and specifications as written for the project, other construction contract documents, OSHA standards and all applicable codes, laws, rules and regulations in accordance with all obligations which the Contractor has toward the Owner for the total price of:	
Thirty Six Thousand Six Hundred and 00/100 ($36,600.00) Dollars	

This subcontract is issued to your firm prior to this contractor, WMSCI, receiving an executed general contract for this project. The project owner intends to issue a contract to WMSCI and WMSCI is therefore proceeding to issue a subcontract to your firm, contingent upon award of the general contract. Do not proceed to perform work listed on this subcontract until you have received written verification from WMSCI, verifying the general contract has been executed.

It is further agreed and understood:

1. The Subcontractor shall be responsible for the accuracy, workmanship and completeness of the work performed.
2. All other materials not described shall be the subcontractor's responsibility to furnish for completion of their contract work.
3. A current Certificate of Insurance must be on file with W.M. Schultz Construction, Inc. before your work can commence. W.M. Schultz Construction, Inc. the City of Newburgh, NY and ARCADIS of NY, Inc. must be listed and named as additionally insured's with the project referenced, in accordance with contract documents.
4. Tax exemptions for this project shall apply to: Materials permanently incorporated in the Project; supplies which are permanently incorporated in the Project; and Materials and furnishing for the Project which are incorporated therein, such as chairs, desks, drapes and moveable personal property. This exemption does not, however, apply to tools, machinery, equipment, or other property purchased by, leased by or to the Contractor or Subcontractor, or to supplies or materials not incorporated into the completed Project.

5. The Subcontractor shall be responsible for daily removal and legal disposal of any construction debris or waste materials generated by their operations.
6. The Subcontractor shall be responsible for timely submission of all required paperwork including shop drawings / catalog cuts, material submittals, work reports, OSHA 10 certification for employees and Certified Payrolls.
7. This project is a Prevailing Wage Rate project and Certified Payrolls are required (PRC 2017005817, DB NY7) and included with this subcontract are Prevailing Wage Rates.
8. Before your work can commence, the Subcontractor must submit OSHA 10 cards (and if applicable flagger certification) for all employees that are expected to work on this project and are to be updated as new employees are added to your workforce.
9. The subcontractor is responsible to meet the contract specified EEO goals for their work.
10. Subcontractor agrees to comply with W.M. Schultz Construction's Health and Safety Plan and the Site Specific Safety Plan.

Exhibit C – Schedule:

The work to be performed under this contract shall commence upon verbal notice when work can begin, on or about 10/15/17 and subject to authorized adjustments, the Subcontract shall be substantially complete not later than as required for project schedule. This shall be understood to include subsequent milestone dates.

↑ ORIGINAL SCHEDULED DATE

FROM GARDEN CITY TUNNELING

Kevin Ture

From: Marge Tkaczyszyn <gstb274@optonline.net>
Sent: Thursday, November 30, 2017 10:43 AM
To: Kevin Ture
Subject: RE: Newburgh Bore

Kevin:

After mulling over this project last night and this morning, my field guy, Patrick, just called me and stated that being the carrier pipe is a gravity sewer, it just won't work in a 16" casing. We would have to install with a 36" casing or you would have to rent a pilot tube system for keeping grade with a 16" casing.

I know you stated you already have the casing on the job, but unless you rent the "pilot tube" system, there will be no guaranty on grade. My field guy just doesn't want to touch it unless it is a 36" casing. You have more of a chance to maintain or adjust the grade of the 8" inside the casing.

Let me know your thoughts on this. So sorry for the inconvenience, but please void our price quote unless you rent the pilot tube system that works in conjunction with our bore equipment.

Please call me if you have any questions.

Regards,

Marge Tkaczyszyn
Garden State Tunneling, Inc.
B 973-267-6766
F 973-267-6722
E gstb274@optonline.net
C 201-919-4748

Confidentiality Notice: This email is intended for the use of the individual or entity to which it is addressed and contains information that is confidential. If the reader of this communication is not the intended recipient or the employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify the sender and delete this communication and any attachments.

RESOLUTION NO.: 31 - 2018

OF

FEBRUARY 12, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AMENDMENT NO. 2 TO THE AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES WITH ARCADIS OF NEW YORK, INC. IN CONNECTION WITH THE SOUTH WATER STREET SEWER SEPARATION PROJECT IN AN AMOUNT NOT TO EXCEED $17,490.00

WHEREAS, the City of Newburgh has identified certain sewer connections which discharge directly to the City's combined sewer overflows rather that to the City's waste water treatment plant; and

WHEREAS, the City is obligated to further investigate such illicit sewer discharges and implement permanent solutions to remediate such discharges; and

WHEREAS, the City of Newburgh through a competitive process in which proposals for professional services were solicited, reviewed and evaluated to provide Engineering Services for the remediation of illicit sewer discharges in the area of South Water Street and Washington Street; and

WHEREAS, by Resolution No.:171-2014 of July 14, 2014, the City Council authorized the City Manager to accept a proposal and execute a contract with Arcadis of New York, Inc. for professional engineering services in connection with the South Water Street Sewer Separation Project in an amount not to exceed $82,250.00 for the purpose of managing the Project, collecting data and developing alternative solutions; and

WHEREAS, by Resolution No.: 44-2017 of February 27, 2017 the City Council authorized the City Manager to a letter proposal and execute Amendment No. 1 to the Agreement with Arcadis of New York, Inc. for professional services to complete the construction phase of the South Water Street Sewer Separation Project as part of the Long Term Control Plan in an amount not to exceed $144,500.00; and

WHEREAS, Arcadis of New York, Inc. has submitted a letter proposal for Amendment No. 2 to its contract for additional professional engineering services due to unforeseen conditions encountered during the construction phase of the South Water Street Sewer Separation Project as required the Schedule of Compliance of the LTCP; and

WHEREAS, the additional services include environmental sampling and identification of non-hazardous petroleum impacted soils, coordination of disposal activities, use of a photo ionization detector for soil screening and additional construction inspection services in connection with 24-hour construction; and

WHEREAS, the cost of said services to be performed is an amount not to exceed $17,490.00 and funding for such project shall be derived from HG1.8197.0200.8167.2017; and

WHEREAS, this Council determines that accepting the proposal and executing Amendment No. 2 to the contract with Arcadis of New York, Inc. 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 the letter proposal and execute Amendment No. 2 to the Agreement with Arcadis of New York, Inc. for professional services due to unforeseen conditions encountered during the South Water Street Sewer Separation Project as part of the Long Term Control Plan, with other provisions as Corporation Counsel may require, in an amount not to exceed $17,490.00.

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

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

Subject:
Amendment to Agreement for Engineering Services
South Water Street Sewer Separation Project

Water

Date:
January 29, 2018

Dear Mr. Morris:

Pursuant to your request, Arcadis of New York, Inc. (Arcadis) has prepared an amendment to our Agreement for professional engineering services, dated July 10, 2014, with the City of Newburgh (City).

This amendment incorporates additional engineering services related to unforeseen conditions encountered during the construction of the Project. These additional services included environmental sampling and identification of non-hazardous petroleum impacted soils, coordination of disposal activities, use of a photo ionization detector (PID) for soil screening and additional construction inspection services to account for 24-hour construction.

Arcadis proposes to complete the additional services on a not to exceed time and material basis for a total budget of $17,490. Please see the attached Project Budget for a breakdown of effort by task. Please find enclosed two copies of a partially executed amendment to the agreement. Please have an authorized representative execute both copies on behalf of the City and return one fully executed copy to Arcadis.

Sincerely,

Arcadis of New York, Inc.

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

Copies:
A. Brooks, Arcadis
Enclosures

Contact:
Robert Ostapczuk

Phone:
518 250 7300

Email:
robert.ostapczuk
@arcadis.com

Our ref:
04881005.0000

AMENDMENT No. 2

An **Agreement** was executed on July 10, 2014 between City of Newburgh **[Client]**, having its principal place of business at 83 Broadway, Newburgh, New York 12550, and Arcadis of New York, Inc. **[Arcadis]**, having its principal place of business at 630 Plaza Drive, Highlands Ranch, Colorado 80129 and having an office at 855 Route 146 Suite 210, Clifton Park, New York 12065.

Under the Agreement, Arcadis provides certain professional engineering services related to the bidding and construction of the South Water Street Sewer Separation Project **[Assignment]**. The location of the Project is between South Williams Street and Washington Street, along South Water Street within the City of Newburgh **[Site],** New York **[State].**

Client and Arcadis now desire to amend the Agreement to include the amended Services as described below.

In consideration of the mutual promises in the Agreement, Client and Arcadis agree to amend the Agreement as the following:

1. **Scope of Amended Services.**

   Construction Administration: ARCADIS will evaluate contaminated soils by PID screen techniques for separation from un contaminated soils. Arcadis will collect soil samples and subcontract with a laboratory for analysis for contaminants required for disposal.

   Construction Inspection: Arcadis will provide 24-hour construction inspection services as requested to meet the Contractor's schedule and coordination of inspectors.

2. **Compensation for Amended Services**.

   The estimated additional costs of the Amended Services is $17,490

Other Provisions. Except as amended herein, all other provisions, terms and conditions in the Agreement shall remain in full force and effect.

Execution Authority. This Amendment to the Agreement is a valid and authorized undertaking of Client and Arcadis. The representatives of Client and Arcadis who have signed below have been authorized to do so.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to the Agreement as of this date:

_____, 20___.

City of Newburgh

By _____

Title _____

Arcadis of New York, Inc.

By _____

Title Vice President

PROJECT BUDGET - Ammendment No. 2

City of Newburgh

Newburgh, New York

South Water St. Improvements Project

DESCRIPTION	12	11	9	8	7	6	5	CADD	Hours Per Task	Labor Cost per Task
Task A.7 - Revise Contract Documents	0	0	0	0	0	0	0	0	0	$0
Task A.8 - Construction Adminstration	0	4	0	0	40	0	0	0	44	$5,208
Task A.9 - Progress Meetings	0	0	0	0	0	0	0	0	0	$0
Task A.10 - Construction Inspection	0	8	0	0	30	0	32	0	70	$7,967
Task A.11 - Contractor's Completion Documents	0	0	0	0	0	0	0	0	0	$0
TOTAL LABOR HOURS	**0**	**12**	**0**	**0**	**70**	**0**	**32**	**0**	**114**	
TOTAL DIRECT LABOR COSTS	**$0.00**	**$2,604.00**	**$0.00**	**$0.00**	**$7,595.00**	**$0.00**	**$2,976.00**	**$0.00**		

Subtotal Direct Labor	$13,175.00
Environmental Sampling	$3,351.00
PID Rental	$770.00
Misc Expenses:	$194.00
TOTAL	**$17,490.00**

RESOLUTION NO.: 32 - 2018

OF

FEBRUARY 12, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROPOSAL AND AN AGREEMENT WITH McLAREN ENGINEERING GROUP FOR STRUCTURAL AND ELECTRIC ENGINEERING SERVICES FOR CITY HALL AT A COST OF $15,300.00

WHEREAS, the City of Newburgh wishes to accept a proposal and execute an agreement with McLaren Engineering Group in connection with a structural and electrical investigation and evaluation of City Hall; and

WHEREAS, the proposal includes site visits, observation and evaluation of the existing structure, identification of electrical deficiencies, reporting and recommendations for remediation of structural and electrical deficiencies, and cost estimates for anticipated repairs; and

WHEREAS, the cost for these services will be $15,300.00; and

WHEREAS, the City Council has reviewed the annexed proposal, terms and conditions, and has determined that engaging such engineering services 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 execute a proposal and an agreement, subject to terms and conditions as may be required by the City Engineer and Corporation Counsel, with McLaren Engineering Group for structural and electrical engineering services for City Hall at a cost of $15,300.00.

M. G. McLAREN, P.C.
100 Snake Hill Road
West Nyack, NY 10994
Phone (845) 353-6400
Fax (845) 353-6509

LIMITED PROFESSIONAL SERVICES STANDARD AGREEMENT

Client:	City of Newburgh	**Phone:**	(845) 569-7448
	83 Broadway	**Email:**	jmorris@cityofnewburgh-ny.gov
	Newburgh, NY 12550	**Project No:**	140898.01
Attn:	Jason Morris, P.E.	**Date:**	February 6, 2018

Project Name: Newburgh City Hall - 2018 Renovation

Project Location: Newburgh, NY

Scope of Services: McLaren Engineering Group (McLaren) is submitting this proposal to provide structural and electrical engineering services at the Newburgh City Hall. The scope of work is based on a Code Compliance Violations report issued by William Horton, Building Inspector, on January 25, 2018, with notes from Ed Diller on electrical needs. In response to the corrective actions noted, McLaren will provide the following:

- McLaren will make one (1) initial site visit to determine locations in the building where probes will need to be made into the existing structure for the purpose of future observations. One (1) site visit will be performed to identify the areas of electrical deficiencies per the Code Compliance Violations report, as well as to check polarities of existing receptacles.
- Once the requested areas have been abated and exposed by the city, McLaren will perform one (1) site visit to make structural observations of the existing structure at the probed areas and of the existing in-place shoring.
- McLaren will prepare an observation condition report, listing our above observations and recommendations for remediation of the structural and electrical deficiencies
- McLaren will provide a budgetary cost estimate for the anticipated repairs.

Exclusions: (1) Survey or removal of the project site for hazardous materials, testing, permits, or removal costs of any hazardous materials, including asbestos. (2) Attendance at public meetings that may be required. (3) Permitting. (4) Additional site visits requested by the City of Newburgh. (5) Drawings and/or sketches for remediation work. (6) Probes.

Fee Arrangement: Hourly (Lump Sum) Upset Amount Daily Rate Other

Compensation (exclusive of reimbursable expenses) $15,300

Hourly Rates:

Productive Principal	$250/hr	Sr. Technical Designer II	$140/hr	Sr. CAD Operator	$130/hr
Sr. Associate/Assoc. Principal	$245/hr	Sr. Technical Designer I	$125/hr	CAD Operator	$110/hr
Associate	$215/hr	Technical Designer	$100/hr	Jr. CAD Operator	$ 75/hr
Principal Land Surveyor	$175/hr	Staff Engineer II/III	$125/hr	Sr. Technician	$120/hr
Senior Engineer III/IV	$180/hr	Staff Engineer I	$115/hr	Jr. Technician	$ 90/hr
Senior Engineer I/II	$150/hr	Junior Engineer	$100/hr	Intern	$ 58/hr
Technical Design Mgr.	$175/hr	Chief CAD Operator	$150/hr	Technical Typist	$ 85/hr

Reimbursable Expenses: Reimbursable expenses are reimbursed at 1.0 times our cost. They are in addition to the fee arrangement and will include, but not be limited to all printing, courier, and travel costs related to the project.

Special Conditions:

Offered by M.G. McLaren, P.C. d/b/a McLaren Engineering Group	**Accepted by: City of Newburgh**
	By:
Printed Name: Thomas W. Broderick, P.E., LEED AP	Printed Name:
Title: Division Chief Structures	Title:
Date: February 6, 2018	Date:

The terms and conditions herein are part of this Agreement.

GENERAL TERMS AND CONDITIONS

This proposal is subject to the terms and conditions below and shall remain valid only until March 6, 2018 unless it is accepted as a contract. Hourly rates defined on the reverse side of this proposal are subject to annual revision January 1st. The following General Terms and Conditions are applicable to Agreements between M.G. McLaren, P.C. d/b/a McLaren Engineering Group (McLaren) and the Owner, when attached to and made part of such Agreement or Proposals by reference.

1. **PAYMENT TERMS.** Owner agrees to pay McLaren's invoice, terms net thirty (30) days. Past due balances are subject to interest of 1.0 percent per month, or the maximum permitted by state law. McLaren, after giving seven (7) days written notice, may suspend services under the Agreement until all past due accounts, including applicable interest, have been paid.

2. **TERMINATION.** Either party may terminate this Agreement without cause upon ten (10)-calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. Such termination shall not be effective if the substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, McLaren shall be paid for services performed to the termination notice date, plus reasonable termination expenses and a termination fee of 10% of the total fee under this Agreement. This Agreement will terminate upon the insolvency of Owner.

3. **STANDARD OF CARE.** McLaren will exercise due and reasonable care in performing its services under this Agreement. No other warranty, express or implied, is made.

4. **INSURANCE.** McLaren represents that it now has in full effect and will maintain the following insurances for the duration of the project. McLaren will furnish to the Owner certificates of insurance upon request. Premiums for insurance coverage in excess of the following when requested by Owner will be invoiced to and paid by Owner.

   Professional Liability Insurance (Errors & Omissions), with a limit of $2,000,000 for each claim and $2,000,000 in the aggregate. Comprehensive General Liability - $1,000,000 per occurrence, $2,000,000 Aggregate Bodily Injury and Property Damage; Blanket Contractual All Operations Completed Operations; $1,000,000 Personal Injury A.B.C., plus $5,000,000 Excess Liability Umbrella; Worker's Compensation/Coverage A - Statutory/Coverage B - $1,000,000.

5. **SITE OPERATIONS.** Owner will arrange for right-of-entry to the property for the purpose of performing project management, studies, tests and evaluations pursuant to the agreed services. McLaren will take reasonable precautions to minimize damage to the property caused by its operations. Unless otherwise stated in McLaren's proposal, the Contract Sum does not include cost of restoration due to any related damage, which may result. If Owner requests McLaren to repair such damage, it will be done at an appropriate additional cost to be paid by Owner.

6. **UNFORESEEN CONDITIONS OR OCCURRENCES.** It is possible that unforeseen conditions or occurrences may be encountered at the site, which could substantially alter the necessary services, or the risks involved in completing McLaren's services. If this occurs, McLaren will promptly notify and consult with Owner, but will act based on McLaren's sole judgment where risk to McLaren's personnel is involved. Possible actions could include:

   a. Complete the original Scope of Services in accordance with the procedures originally intended in this Agreement, if practicable in McLaren's judgment;
   b. Agree with Owner to modify the Scope of Services and the estimate of charges to include study of the unforeseen conditions or occurrences, with such revision agreed to in writing;
   c. Terminate the services effective on the date specified by McLaren in writing.

7. **DOCUMENTS.** All documents including paper documents and electronic files generated by McLaren under this Agreement shall remain the sole property of McLaren. Any unauthorized use or distribution of McLaren's work shall be at Owner's sole risk and without liability to McLaren.

8. **CONFIDENTIALITY.** McLaren will maintain as confidential any documents or information provided by Owner and will not release, distribute or publish same to any third party (other than subcontractors), without prior consent of Owner. This provision shall not apply to information in whatever form that comes into the public domain through no fault of McLaren, nor shall they be interpreted to in any way restrict McLaren from complying with a legally enforceable order to provide information or data.

9. **ASSIGNMENT.** This Agreement may not be assigned by Owner without the prior written permission of McLaren.

10. **LIMIT OF LIABILITY.** The Owner shall indemnify and hold harmless McLaren and all of its employees from any damage, liability or cost (including reasonable attorney's fees and cost of defense) arising from such performance for the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act of omission, and/or strict liability of the Owner, anyone directly or indirectly employed by the Owner (except McLaren) or anyone for whose acts any of them may be liable. The Owner agrees to limit McLaren's liability and his or her consultants to the Owner and to all Construction Contractors and Subcontractors on the project, due to McLaren's negligent acts, errors, or omissions, such that the total aggregate liability of McLaren to all those named shall not exceed $15,300, including legal fees, or McLaren's total fee for services rendered on this project, whichever is greater. In the event the Owner consents to, allows, authorizes or approves of changes to any plans, specifications or other construction documents, and these changes are not approved in writing by McLaren, the Owner recognizes that such changes and the results thereof are not the responsibility of McLaren. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or McLaren. The Owner shall make no claim for professional negligence, either directly or in a third party claim, against McLaren unless the Owner has first provided McLaren with a written certification executed by an independent design professional. The Owner shall promptly report to McLaren any defects or suspected defects in McLaren's work or services of which the Owner becomes aware, so that McLaren may take measures to minimize the consequences of such a defect. Payments to McLaren shall not be withheld, postponed or made contingent on the construction, completion or success of the project or upon receipt by the Owner of offsetting reimbursement or credit from other parties causing Additional Services or expenses. No withholdings, deductions or offsets shall be made from McLaren's compensation for any reason unless McLaren has been found to be legally liable for such amounts.

11. **MEANS AND METHODS / SITE SAFETY** – McLaren shall not have control over, be in charge of or be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction of the work.

RESOLUTION NO.: 33-2018

OF

FEBRUARY 12, 2018

A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED ISSUED TO WILLIAM J. McCARTNEY, III TO THE PREMISES KNOWN AS 274 FIRST STREET (SECTION 22, BLOCK 6, LOT 22)

WHEREAS, on August 15, 2016, the City of Newburgh conveyed property located at 274 First Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 22, Block 6, Lot 22, to William J. McCartney, III; and

WHEREAS, the owner has requested a release of the restrictive covenants contained in the deed from the City of Newburgh; and

WHEREAS, it has been determined that such release be granted; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh and its further development to grant such request;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, 4 and 5 of the aforementioned deed.

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 38 Hasbrouck Street, Section 38, Block 3, Lot 47, 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 August 15, 2016, from the CITY OF NEWBURGH to WILLIAM J. McCARTNEY, III, recorded in the Orange County Clerk's Office on August 19, 2016, in Liber 14095 of Deeds at Page 873 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.:

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.: 34 - 2018

OF

FEBRUARY 12, 2018

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 373 THIRD STREET (SECTION 21, BLOCK 1, LOT 4) AT PRIVATE SALE TO BEATRICE LORENZETTI AND WALKER ADAMS FOR THE AMOUNT OF $34,250.00

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

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

WHEREAS, the City of Newburgh desires to sell 373 Third Street, being more accurately described as Section 21, Block 1, Lot 4 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyers have offered to purchase this property at private sale; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchasers be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchasers upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH,** such sums are to be paid on or before May 18, 2018, being approximately ninety (90) days from the date of this resolution; and

Property address	Section, Block, Lot	Purchaser	Purchase Price
373 Third Street	21 – 1 – 4	Beatrice Lorenzetti Walker Adams	$34,250.00

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

Terms and Conditions Sale
373 Third Street, City of Newburgh (21-1-4)

STANDARD TERMS:

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

7. Notice is hereby given that the property is vacant and unoccupied. The parcel is being sold subject to the City's Vacant Property Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the property and remit the vacant property fee. It is the sole responsibility of the purchaser to redevelop such parcel in accordance with same.
8. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
9. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
10. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
11. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before May 18, 2018. Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of $250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall <u>not</u> be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**

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

Proposal Form

Contact Information:

Name: Beatrice Lorenzetti + Walker Adams (details to follow)
Business Name (If Applicable): _____
Address: 145 South 4th Street #16
City, State & Zip: Brooklyn NY 11211
Home phone: 917 972 6718
Business Phone: _____
Mobile Phone: 917 972 6718
E-mail: bibi.lorenzetti@gmail.com
Federal I.D. No. (If Applicable): _____

Property Ownership Information:

Do you own – as an individual, member of an LLC, partner in a partnership, or officer in a corporation - any properties in the City of Newburgh? Yes___ No X

If you own property in the City of Newburgh, are any of these properties vacant and/or currently listed on the City of Newburgh's Vacant Building Registry? Yes _____ (attach explanation) No _____ N/A X (No property owned in the City of Newburgh)

If you own property in the City of Newburgh, are any of these properties rented? Yes _____No_____ N/A X (No property owned in the City of Newburgh) If yes, do you have a current Rental License for each of the rental properties? Yes ___ No ___
☐ Verified (Internal Office Use Only); Date Verified: _____

Please list **all** of the addresses of properties you own – as an individual, member of an LLC, partner in a partnership, or officer in a corporation - in the City of Newburgh. Also indicate if any of these properties are vacant or rented. (You may attach a list of the properties if the space below is inadequate.):_____
_____
_____

Are you current on all municipal obligations (taxes, water charges, etc.)?
Yes _____ No ___ (attach explanation) N/A X (No property owned in City of Newburgh)
☐ Verified (Internal Office Use Only); Date Verified _____

Do you have any outstanding code violations for properties owned in the City of Newburgh?
Yes_____ (attach explanation) No ___ N/A X (No property owned in City of Newburgh)
☐ Verified (Internal Office Use Only); Date Verified _____

Have you had a previous tax foreclosure on a property owned by you in the City of Newburgh? Yes _____ (attach explanation) No X

Individual Property Bid Sheet

Information on Bid Property:
(If you are bidding on more than one property, please submit a completed copy of this page for **each** bid property. Please limit the total number of properties to a maximum of **three (3)**. Only one copy of the other pages in this application is required even if you are bidding on multiple properties.)

Property Address: 373 Third

S-B-L#: 21-1-4

Type of Project:

X Single Family (includes a condominium unit)

____ Multi-Family (# of Units___)

____ Mixed Use (Commercial & Residential - # of Residential Units ___)

For the property types listed above, will it be occupied by the purchaser: Yes X No___

____ Commercial ____ Industrial

____ Vacant Land (Proposed Use: _____)

Offer Purchase Price: $ 34,250
(An offer of **at least** the minimum purchase price is recommended. The "Offer Purchase Price" cannot be left blank.)

Does or will your proposal conform to existing zoning? Yes X No____

Renovation Estimate (Pre-Qualifying) - How much do you anticipate investing in this project for renovations? Please consider in your estimate that most vacant properties need *significant* repairs before they can be occupied again. This estimate can be revised once you have obtained entry to the property. *A more detailed repair cost estimate will be required after interior access.* Do not include renovation cost estimate in the "Offer Purchase Price" listed above: **$** 50K

Who will be doing the work? ____Self X Other (complete below)

Please keep in mind that the City of Newburgh requires electrical and plumbing work to be performed by City of Newburgh licensed electricians and plumbers.

General Contractor: TBD
Architect: _____
Engineer: _____

Finances:
(Applicant should provide not only sources of funding for the purchase of the property but also sufficient funding for the rehabilitation and/or development of the property.)

I am providing:
- X Personal Financial Statement
- X Letter from Lender/Investor
- X Personal or Business Bank Statement
- X Evidence of project funding
- ___ Developers should provide three years financial statements

What You Should Attach:

- Description of renovation plan with preliminary budget
- Verification of financial capacity
- Explanation of any tax delinquency/code violations/vacant building (if applicable)

Business Relationship:

Have you had a "business relationship" as defined in Chapter 34, Article 2 (B) (2) of the municipal code, with any City elected official in the 12 months prior to the due date of this proposal? Yes____ No X

INFORMATION RELEASE:

It is our intent that all personal financial information submitted with this proposal to the Department of Planning and Development shall be considered confidential. I hereby authorize the City of Newburgh Department of Planning and Development to obtain credit reports (by completing a PathStone Credit Report Authorization Form) and verify information supplied as part of this proposal. All information provided is true and accurate to the best of my knowledge. By signing, you also acknowledge reading and reviewing the "Standard Terms and Conditions of Sale".

Signature _____ Date 1/1/2018

Beatrice Lorenzetti Social Security #[redacted] Date of Birth: [redacted]
Print Name

Submit Application to:

Department of Planning & Development
City Hall – 83 Broadway
Newburgh NY 12550

Finances:
(Applicant should provide not only sources of funding for the purchase of the property but also sufficient funding for the rehabilitation and/or development of the property.)

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Walker Adams — 01-1-2018
Signature — Date

Walker Adams Social Security #[redacted] Date of Birth: [redacted]
Print Name

Submit Application to:

Department of Planning & Development
City Hall – 83 Broadway
Newburgh NY 12550

RECEIVED
JAN 12 2018
DEPT. P. & D.

Introduction

Hi and thank you for taking our application. We are Walker Adams(musician) and Beatrice Lorenzetti(yoga instructor). We're an artsy and down to earth couple moving from Brooklyn to Newburgh March 1st. After numerous visits to Newburgh last year we've fallen in love with the city want to be a part of it's revitalization and the community here.

Our Newburgh apartment is located on Norton Street, right around the corner from the house we want to buy and renovate at 373 Third St. We love this little house and garage and the spacious property and we have thoughtful plans to make it out beautiful home. Living nearby will help us supervise the renovations and also help in the work. We're committed to spare no expense in renovating this property in a timely manner.

We'll be hiring licensed professionals to redo the plumbing, electric, heating, as well as fixing any structural and roof problems. We'll then tackle the interior, fixtures, appliances, and exterior.

We hope you will accept our bid for this property and help us become long-term residents of Newburgh! Thank you for your consideration.

Sincerely,

Walker Adams & Beatrice Lorenzetti

Restoration Estimates

We are committed to bringing the house up to code, making all repairs, and restoring it to its original beauty and charm. After viewing the property with a contractor we estimate the project will cost approximately $50,000, but we have funds in excess of this if it goes over.

We will use a licensed plumber and electrician as well as find a reliable contractor. Walker's father is a retired builder from Vermont who build the house he grew up in. Between the contractor, ourselves, and Walker's father we plan to have the house restored and ready to live in within the required eighteen months.

By Category

The bulk of the expenses will be for these major categories.

Plumbing and Heating: $7-10,000
Much of the plumbing has been ripped out so we'll bring in a plumber to redo the pipes and fixtures and install a new water heater. The sewage line looked good. There is a forced-air furnace that looks to be in working order and we'll address any duct work. We'll consider a "heat pump" for thermal efficiency.

Electric: $4-6,000
The electrical panel and wiring looks okay but we'll see what the electrician says. We may need to make updates and fix possible issues. We'll consider updating light fixtures if it makes sense.

Roof: $5-8,000
The roof needs new tar paper and shingles. The tongue and groove slats look to be in good conditions. It will also need to be insulated.

Windows: $2-4,000
Many of the windows look good and there are storm windows. However we may want to replace some for heating efficiency.

Floors / stairs: $2-4,000
We want to put in hardwood floors in the living room and downstairs and upstairs rooms. The bathroom will be tile and the kitchen may be wood or tile.

Exterior: $2-3,000
Assuming the siding is ok we'll restore and repaint. This

Misc: $8-15,000
Surprises, lead paint removal, doors.

Cosmetic Restoration

Kitchen:Redo the floor and counters, will keep the cupboards, repair and repaint the walls and address any electrical fixtures needed.

Bathroom: Hopefully salvage the fixtures(toilet, bathtub) and some tile. We're open to a full renovation of the bathroom if it makes the most sense.

Living Room: Tear up old carpet, install hardwood floor. Wooden siding looks fine. Fix any ceiling issues.

Downstairs Room: Install hardwood floor to match living room. Repair and paint walls and ceiling.

Upstairs Rooms: Fix stairs and add hardwood. The walls are a low quality siding so we may want to replace them with something nicer that maintains a consistent feel with the rest of the house.

House exterior: In decent shape but willing to make any repairs necessary. Will repaint it a similar white-ish color.

Garage: In great shape. Will replace door and do anything necessary to bring it up to code.

James and Sherry Adams
480 Florence Rd
Belvidere Ctr VT 05442
Home: 802-644-5410
Cell: 212-362-3626

Dec 29, 2017

To Whom It May Concern:

We, SHERRY AND JAMES ADAMS , are writing to state our financial support for our son Walker Adams as it pertains to his purchase and renovation of the home at 373 Third St in Newburgh NY. He said the bid price is $32,650 and that renovation costs should be under $50k(however if it is more we are willing to loan him more). We are willing and able to loan him this money and support him in this endeavor. 35250

Sincerely,

Sherry Adams

James Adams

Bank of America

P.O. Box 15284
Wilmington, DE 19850

SHERRY R ADAMS
ITF RUTH ADAMS PERKINS
ITF WALKER EDMUND ADAMS
480 FLORENCE RD
BELVIDERE CTR, VT 05442-9202

Preferred Rewards

Customer service information

1.888.888.RWDS (1.888.888.7937)

TDD/TTY users only: 1.800.288.4408

En Español: 1.800.688.6086

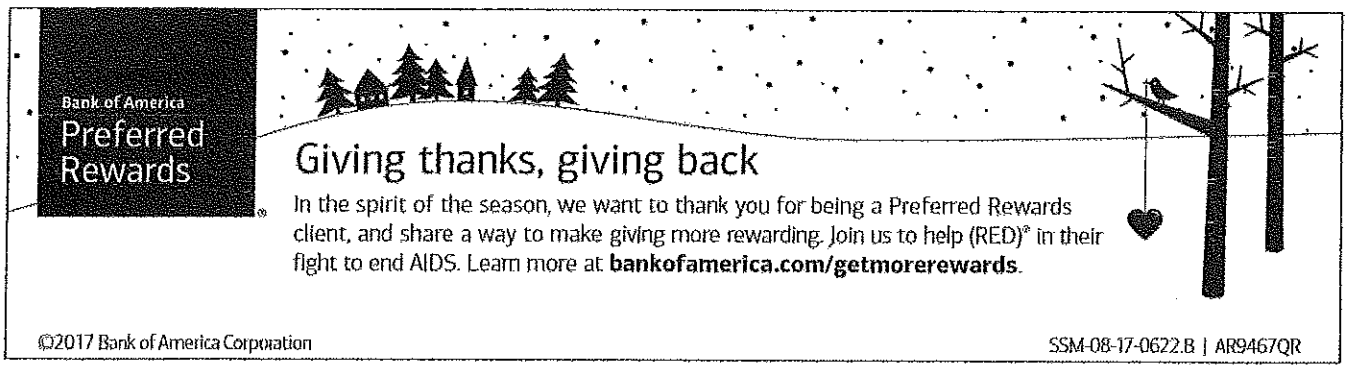
bankofamerica.com

Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Your combined statement

for November 15, 2017 to December 13, 2017

Your deposit accounts	Account/plan number	Ending balance	Details on
BofA Core Checking	[redacted]	$3,117.38	Page 3
Rewards Savings	[redacted]	$105,645.79	Page 5
Total balance		**$108,763.17**	



Bank of America

P.O. Box 15284
Wilmington, DE 19850

Customer service information

Customer service: 1.800.432.1000

TDD/TTY users only: 1.800.288.4408

En Español: 1.800.688.6086

bankofamerica.com

Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

WALKER E. ADAMS
145 S 4TH ST APT 16
BROOKLYN, NY 11211-5516

Your BofA Core Checking

for November 16, 2017 to December 14, 2017

Account number: [redacted]

WALKER E. ADAMS

Account summary

Beginning balance on November 16, 2017	$984.45
Deposits and other additions	23,090.00
Withdrawals and other subtractions	-1,726.93
Checks	-7,975.00
Service fees	-0.00
Ending balance on December 14, 2017	**$14,372.52**

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MERRILL EDGE
Bank of America Corporation

Online at: **www.merrilledge.com**

Account Number: [redacted]

24-Hour Assistance: (877) 653-4732
Access Code: [redacted]

MLPF& S CUST FPO
WALKER E ADAMS RRA
FBO WALKER E ADAMS
145 S 4TH ST APT 16
BROOKLYN NY 11211-5516

Net Portfolio Value: $ 20,526.42

Your Merrill Lynch Office:
Merrill EDGE
FL9-802-03-05
P.O. BOX 40486
JACKSONVILLE, FL 32203

RETIREMENT ACCOUNT

This account is enrolled in the Merrill Edge Self-Directed Service

November 25, 2017 - December 29, 2017

	This Statement	*Year to Date*
Opening Value (11/25)	**$ 0.00**	
Total Credits	2,023.25	2,023.25
Total Debits	-	-
Securities You Transferred In/Out	18,597.29	18,597.29
Market Gains/(Losses)	(94.12)	(94.12)
Closing Value (12/29)	**$ 20,526.42**	

ASSETS

	December 29	*November 24*
Cash/Money Accounts	18,723.49	-
Fixed Income	-	-
Equities	-	-
Mutual Funds	1,802.93	-
Options	-	-
Other	-	-
Subtotal (Long Portfolio)	***20,526.42***	-
TOTAL ASSETS	**$ 20,526.42**	-

LIABILITIES

Debit Balance	-	-
TOTAL LIABILITIES	-	-
NET PORTFOLIO VALUE	**$ 20,526.42**	-

Merrill Edge is the marketing name for two businesses: Merrill Edge Advisory Center, which offers team-based advice and guidance brokerage services; and a self-directed online investing platform. Both are made available through Merrill Lynch, Pierce, Fenner & Smith Incorporated (MLPF&S). MLPF&S is a registered broker-dealer, Member SIPC and a wholly owned subsidiary of Bank of America Corporation. Investment products: **Are Not FDIC Insured | Are Not Bank Guaranteed | May Lose Value**

Property Proposal Summary

Location:	**373 Third Street (between Fullerton Avenue and Underhill Place)**
Tax Map Number:	21-1-4
Property Class:	210 – 1-Family Residence
Zoning:	RL— Residential Low Density
Description:	1 1/2-story detached, single family home. Year built: 1925; 1125sf ; lot size—100 x 100.
Condition:	Fair
Assessed Value:	$ 81,600
Estimated Annual Taxes:	$ 4,139 +/-
Selling Price:	$ 32,640 @ 40%

The city acquired this property: April 2017

Offer Information:

Name:	Beatrice Lorenzetti and Walker Adams
Offer Price:	**$ 34,250**
Construction Estimate:	$ 50,000 +/-
Proof of Financing:	Parents' Bank of America account; Purchasers' Bank of America and Merrill Edge accounts.

Comments: The purchasers are planning to move from Brooklyn an apartment in Colonial Terrace in the City of Newburgh. They plan to rent this apartment while they have the work done on the property at 373 Third Street. Their apartment, located on Norton Street, is only a few blocks from this City-owned property.

They would like to become homeowners in the City of Newburgh, and fell in love with this house. The house, like many City-owned properties, needs work. It has been neglected for many years. The plumbing has also been ripped out of the building.

The purchaser have reached out to local professionals to get rough estimates on the work that is needed to be done. The parents of one of the borrowers are also willing to contribute funds for the renovation of this home.

Interior Photos

RESOLUTION NO.: 35 - 2018

OF

FEBRUARY 12, 2018

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 2 LINCOLN TERRACE (SECTION 21, BLOCK 5, LOT 6) AT PRIVATE SALE TO JOEL MURPHY AND HEATHER DELANEY FOR THE AMOUNT OF $25,600.00

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 2 Lincoln Terrace, being more accurately described as Section 21, Block 5, Lot 6 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyers have offered to purchase this property at private sale; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchasers be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchasers upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH,** such sums are to be paid on or before May 18, 2018, being approximately ninety (90) days from the date of this resolution; and

Property address	Section, Block, Lot	Purchaser	Purchase Price
2 Lincoln Terrace	21 – 5 – 6	Joel Murphy Heather Delaney	$25,600.00

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
2 Lincoln Terrace, City of Newburgh (21-5-6)

STANDARD TERMS:

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

7. Notice is hereby given that the property is vacant and unoccupied. The parcel is being sold subject to the City's Vacant Property Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the property and remit the vacant property fee. It is the sole responsibility of the purchaser to redevelop such parcel in accordance with same.
8. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
9. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
10. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
11. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before May 18, 2018. Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of $250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall <u>not</u> be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**

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

RESOLUTION NO.: 36 - 2018

OF

FEBRUARY 12, 2018

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 103 WILLIAM STREET (SECTION 45, BLOCK 1, LOT 13) AND 105 WILLIAM STREET (SECTION 45, BLOCK 1, LOT 12) AT PRIVATE SALE TO BISESSAR ALVIN MOONESAR FOR THE TOTAL AMOUNT OF $12,500.00

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 103 William Street and 105 William Street being more accurately described as Section 45, Block 1, Lots 13 and 12, respectively, on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has offered to purchase these properties at private sale; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH,** such sums are to be paid on or before May 18, 2018, being approximately ninety (90) days from the date of this resolution; and

Property address	Section, Block, Lot	Purchaser	Purchase Price
103 William Street	45 – 1 – 13	Bisessar Alvin Moonesar	$5,000.00
105 William Street	45 – 1 – 12		$7,500.00

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

Terms and Conditions of Sale
103 William Street, City of Newburgh (45-1-13)
105 William Street, City of Newburgh (45-1-12)

STANDARD TERMS:

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

8. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
9. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
10. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
11. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before May 18, 2017. Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of $250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall <u>not</u> be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.

16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least ten (10) days in advance of closing title and approved by the City's Engineer.
17. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
18. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: 37 - 2018

OF

FEBRUARY 12, 2018

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 35 GROVE STREET (SECTION 26, BLOCK 6, LOT 14.1) AT PRIVATE SALE TO MITCHELL MEJIA FOR THE AMOUNT OF $32,150.00

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 35 Grove Street, being more accurately described as Section 26, Block 6, Lot 14.1 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 May 18, 2018, being approximately ninety (90) days from the date of this resolution; and

Property address	Section, Block, Lot	Purchaser	Purchase Price
35 Grove Street	26 – 6 – 14.1	Mitchell Mejia	$32,150.00

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

Terms and Conditions of Sale
35 Grove Street, City of Newburgh
(26-6-14.1)

STANDARD TERMS:

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

8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before May 18, 2018. Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of $250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
11. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall <u>not</u> be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
12. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
13. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
14. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
15. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least ten (10) days in advance of closing title and approved by the City's Engineer.
16. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.

17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: 38 - 2018

OF

FEBRUARY 12, 2018

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 123 LITTLE BRITAIN ROAD (SECTION 32, BLOCK 3, LOT 2) AT PRIVATE SALE TO MIGUEL ROSARIO FOR THE AMOUNT OF $11,780.00

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 123 Little Britain Road, being more accurately described as Section 32, Block 3, Lot 2 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 May 18, 2018, being approximately ninety (90) days from the date of this resolution; and

Property address	Section, Block, Lot	Purchaser	Purchase Price
123 Little Britain Road	32 – 3 – 2	Miguel Rosario	$11,780.00

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

Terms and Conditions of Sale
123 Little Britain Road, City of Newburgh
(32-3-2)

STANDARD TERMS:

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

8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before May 18, 2018. Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of $250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
11. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall <u>not</u> be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
12. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
13. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
14. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
15. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least ten (10) days in advance of closing title and approved by the City's Engineer.
16. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.

17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: 39 - 2018

OF

FEBRUARY 12, 2018

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 235 CARPENTER AVENUE (SECTION 7, BLOCK 8, LOT 13) AT PRIVATE SALE TO ARBIA SWINDELL FOR THE AMOUNT OF $32,000.00

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 235 Carpenter Avenue, being more accurately described as Section 7, Block 8, Lot 13 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 May 18, 2018, being approximately ninety (90) days from the date of this resolution; and

Property address	Section, Block, Lot	Purchaser	Purchase Price
235 Carpenter Avenue	7 – 8 – 13	Arbia Swindell	$32,000.00

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

Terms and Conditions of Sale
235 Carpenter Avenue, City of Newburgh
(7-8-13)

STANDARD TERMS:

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

8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before May 18, 2018. Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of $250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
11. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall <u>not</u> be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
12. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
13. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
14. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
15. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least ten (10) days in advance of closing title and approved by the City's Engineer.
16. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.

17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO. 40 - 2018

OF

FEBRUARY 12, 2018

A RESOLUTION FOR OPPORTUNITY ZONE DESIGNATION FOR THE CITY OF NEWBURGH

WHEREAS, The Tax Cuts and Jobs Act of 2017, especially, 26 USC §1400Z-1 to 1400Z-2, defines federal investment areas called "Opportunity Zones"; and

WHEREAS, each governor has authority to designate Opportunity Zones from a pool of low-income, high-poverty census tracts, subject to certification by the Treasury secretary; and

WHEREAS, the City of Newburgh could benefit greatly from these investment funds and benefits as described in the subchapter, especially in Census Tracts 3, 4, 5.01, 5.02; and

WHEREAS, the City's Planning and Economic Development staff recommends that the City Council of the City of Newburgh send a letter to the Governor requesting an "Opportunity Zone" designation to support its economic development and has prepared a draft letter requesting same; and

WHEREAS, this Council finds that requesting an "Opportunity Zone" designation is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newburgh hereby supports an "Opportunity Zone" designation by the Treasury Secretary for census tracts 3, 4, 5.01, 5.02 and authorizes a letter requesting same be submitted to Governor Andrew M. Cuomo.

Dear Governor Cuomo,

The City of Newburgh is writing to express our sincere interest in being included in your list of federal "Opportunity Zones," as defined in 26USC §1400Z-1 to 1400Z-2, also known as Internal Revenue Code of 1986 as Amended by the Tax Cuts and Jobs Act of 2017.

Newburgh is a chronically distressed city, but one which is seeing substantial reinterest and redevelopment in the last few years. This redevelopment and reinvestment has been slowed, however, by several financial restrictions, the impact of which would be greatly lessened by the ability to leverage capital in an Opportunity Fund as proposed.

The primary financial barrier to redevelopment in Newburgh is the age of the housing stock and that effect on the costs of rehabilitation. Under traditional finance models, the cost of redevelopment of buildings surpasses their post renovation values, due in a large part to the remediation of lead and asbestos. This can (and is) being overcome using tools such as the hugely successful Newburgh Community Land Bank, tax credits, and not-for-profit lenders, however more capital available to more developers would greatly speed up this process of getting Newburgh's vacant properties redeveloped and back on the tax rolls.

Newburgh also faces the issue of having less-than-stellar market potential studies influencing traditional lenders. Several large scale, new-construction, projects have been halted or slowed simply due to a lack of access to capital because of weak market studies. While the developers feel strongly that the market exists and is growing and are willing to invest to prove it, lenders have such stringent lending requirements that the cost and terms of capital for these projects makes the projects unbuildable.

We believe that Newburgh is a prime candidate to be an Opportunity Zone, and has the potential to be a model of how dedicated private capital funds can create a transitional finance model, linking public and not-for-profit financing to a stable and fully market-rate development model.

RESOLUTION NO.:__41_____ - 2018

OF

FEBRUARY 12, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED A GRANT FROM THE NEW YORK STATE DEPARTMENT OF CRIMINAL JUSTICE SERVICES UNDER THE GUN INVOLVED VIOLENCE ELIMINATION ("GIVE") PARTNERSHIP TO ENHANCE LAW ENFORCEMENT IN THE CITY OF NEWBURGH TO ACHIEVE SUSTAINED, LONG-TERM CRIME REDUCTION IN AN AMOUNT NOT TO EXCEED $410,000.00 WITH NO CITY MATCH FOR THE PERIOD JULY 1, 2018 TO JUNE 30, 2019

WHEREAS, the City of Newburgh wishes to apply for and accept a Grant Award in an amount not to exceed $410,000.00 under the Division of Criminal Justice Services Gun Involved Violence Elimination ("GIVE") Partnership; and

WHEREAS, the GIVE Grant Program provides funding to the the City of Newburgh for the Group Violence Intervention and Hotspot Policing Strategies and will continue to support emerging hotspot patrols, long term hotspot foot patrols, investigations of shootings/homicides involving identified group members, the Youth and Police Initiative, the Crime Analyst position and a field intelligence officer position and partially fund an investigator position; and

WHEREAS, the Program funding shall be for New York State fiscal year beginning July 1, 2018 and ending June 30, 2019; and

WHEREAS, the Program will enhance enforcement and prosecution efforts against crime in the City of Newburgh and no City matching funds are required, except the City of Newburgh will be responsible for certain fringe benefit costs which are not covered by the grant; and

WHEREAS, this Council has determined that accepting such funding is in the best interests of the City of Newburgh and the safety of its residents and visitors alike;

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 apply for and accept if awarded a grant award from the New York State Department of Criminal Justice Services under the Gun Involved Violence Elimination ("GIVE") Partnership, in an amount not to exceed $410,000.00 with no City match required for New York State Fiscal Year beginning July 1, 2018 and ending June 30, 2019, to be used to carry out the program; 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 programs funded thereby.

NEW YORK STATE | Division of Criminal Justice Services

2018-19 Gun Involved Violence Elimination (GIVE) Initiative
REQUEST FOR APPLICATIONS (RFA)

KEY DATES AND NOTICES:

Release Date:	**Wednesday, January 17, 2018**
Application Submission Deadline:	**Wednesday, February 21, 2018 at 12:00 PM**
Bidder's Conference Webinar:	**Wednesday, January 31, 2018 at 1:00 PM**
Deadline for Final Submission of Questions Regarding RFA:	**Friday, February 2, 2018**
Response to Questions Posted:	**On or about Wednesday, February 7, 2018**
Notification of Award(s):	**On or about Tuesday, April 2, 2018**
Anticipated Contract Start Date:	**July 1, 2018**

1. Applications must be received by the submission deadline on-line via the DCJS Grants Management System (GMS). **Applicants who are not registered to access GMS, will need to obtain user access to respond to this solicitation.** See Appendix: *DCJS Grants Management System (GMS) Instructions and Helpful Hints.*

2. Questions regarding this RFA must be emailed to dcjsfunding@dcjs.ny.gov. Responses to the questions will be posted on the DCJS website at http://www.criminaljustice.ny.gov/ofpa/index.htm on or about date indicated above. If the applicant has any general questions such as, "Did DCJS receive my e-mail?" please call (518) 457-9787. Please note that DCJS cannot respond to substantive questions concerning this solicitation in any manner other than the e-mail method.

3. Applicants will be advised of award decisions via a letter of notification, which will be emailed to the address provided by applicant in GMS. A debriefing is available to any entity that submitted a proposal or application in response to this solicitation who was not selected for an award, and would like further details regarding the award decision. (See Section VI: Notification of Awards).

4. Unless otherwise modified by DCJS, the contract period for this grant opportunity will be July 1, 2018 through June 30, 2019.

5. A Bidder's Conference will be held via webinar on January 31, 2018 from 1:00pm to 2:00pm. See Appendix: *Bidder's Conference Webinar* for additional information.

2018-19 Gun Involved Violence Elimination (GIVE) Initiative

Request for Applications (RFA)

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I. INTRODUCTION

The New York State Division of Criminal Justice Services (DCJS) seeks applications to fund the Gun Involved Violence Elimination (GIVE) Initiative. Subject to available appropriation, approximately $13.3 million dollars will be made available to support GIVE in the 17 counties outside of New York City that represent 82% of the Part I violent crime (murder, rape, robbery, aggravated assault) in New York State as reported through the Federal Bureau of Investigation's (FBI) Uniform Crime Reporting (UCR) system. These counties were selected based on the three-year (2014, 2015 and 2016) volume of Part I violent crime reported through the UCR program.

DCJS enhances public safety by providing resources and services that inform decision making and improve the quality of the criminal justice system. DCJS is a multi-function criminal justice support agency with a variety of responsibilities, including collection and analysis of statewide crime data, operation of the DNA databank and criminal fingerprint files, administration of federal and state criminal justice funds, identifying and funding programs that reduce crime, recidivism, and victimization. Additionally, DCJS administers the state's Sex Offender Registry. DCJS conducts research on critical criminal justice issues and provides training, legal guidance and regulation to the State's law enforcement, community corrections and prosecution communities.

DCJS is committed to providing programs that improve the effectiveness of New York's criminal justice system. Proposals will be rated and selected for funding consistent with the best interests of the State. Applicants are encouraged to demonstrate, in their response to this solicitation, how their proposals support New York's commitment to public safety.

II. GUN INVOLVED VIOLENCE ELIMINATION (GIVE) INITIATIVE

A. Program Background

Crime in New York has declined 18% since 2006, making New York the fifth safest state in the nation and the safest large state in the country. To build on this track record of success, DCJS is continuing to focus on the problems of homicide and gun violence. First implemented in July 2014, the Gun Involved Violence Elimination (GIVE) Initiative is a key component of New York's shooting and homicide reduction strategy. GIVE is an evidence-based program involving the integrated efforts of the key criminal justice agencies and some vital support from service organizations in each funded jurisdiction.

The GIVE initiative is rooted in the Problem-Oriented Policing SARA (Scanning, Analysis, Response, and Assessment) Model. The SARA model requires public safety agencies to utilize data to identify a jurisdiction's problem; analyze the problem and identify available resources; develop a response based upon this analysis; and assess the response. A critical element of this initiative is the involvement of agency crime analysts and regional Crime Analysis Centers (CACs) to provide relevant data and

analysis. Together, the agencies, organizations and analysts implement coordinated evidence-based approaches to address the underlying issues associated with shootings and homicides in their areas, through strategies that include the four core elements of GIVE: People, Places, Alignment, and Engagement. (See page 15 for more information.)

In prior GIVE RFAs, applicants were required to submit responses developed through Problem-Oriented policing principles which addressed these four core elements utilizing designated evidence-based strategies. A review of the implementation and effectiveness of these prior efforts is critical, and applicants responding to this RFA must conduct an assessment of their previous GIVE strategy. The information obtained from this assessment should be utilized by the successful applicants to help guide the jurisdiction's plan for their respective RFA contract to begin on July 1, 2018, unless otherwise modified by DCJS.

DCJS recognizes that applicant jurisdictions now have considerable experience operating under the GIVE model, and expects applicants to build on that experience in their responses and reflect additional data analysis and integrated planning. DCJS also expects that as part of the integrated planning process, applicants will explore ways to institutionalize the evidence-based strategies into their agencies' overall standard operating procedures. Ultimately, applicants must specifically demonstrate in their responses how the chosen evidence-based strategies will be aligned to form a **comprehensive** shooting and homicide reduction plan.

B. GIVE Jurisdiction Support

To support efforts by GIVE jurisdictions to institutionalize these evidence-based approaches, DCJS will continue to provide a statewide GIVE network as a mechanism for sharing information on various aspects of program implementation and will continue to provide training and technical assistance. Network activities will include regular meetings, conference calls, webinars and peer-to-peer learning. Participating GIVE agencies will be required to be involved in these activities. The GIVE network will offer participants a forum to highlight successes and identify obstacles, enabling a constructive and candid conversation about effective strategies in reducing firearm-related violence.

GIVE partners will also have access to the Criminal Justice Research Consortium, which will support their efforts to engage in research or program development activities related to the strategies they are utilizing. They will also have an opportunity to benefit from the new DCJS Criminal Justice Knowledge Bank, which compiles and shares effective and promising efforts elsewhere in New York State and across the nation. The Criminal Justice Knowledge Bank is a resource for law enforcement and other professionals who seek to improve the effectiveness of the criminal and youth justice systems in their communities.

To access the DCJS Criminal Justice Knowledge Bank, please click https://knowledgebank.criminaljustice.ny.gov/.

See Appendix: *GIVE 2018-2019 Specific Contract Requirements* for more detailed information about the network sharing requirements of the GIVE application.

C. GIVE Aggravated Assault Jurisdictions

The shooting and homicide rates in some GIVE jurisdictions do not rise to the same level as other GIVE jurisdictions. To address this, DCJS conducted an analysis to identify which crimes were driving the violence in these jurisdictions, and determined that the following six jurisdictions must focus their respective GIVE strategies and response efforts toward reducing the Part I violent crime of **Aggravated Assault**: **Broome, Chautauqua, Rensselaer, Ulster and Rockland counties, and the City of Middletown in Orange County.**

In their responses, these jurisdictions are still each required to develop a comprehensive strategy utilizing the Problem-Oriented Policing SARA framework, and implement applicable evidence-based approaches to combat the identified aggravated assault problem in their jurisdiction. A partial list of evidence-based approaches to combating aggravated assaults can be found in Appendix: *Evidence-Based Policing Resources* within this RFA.

These six jurisdictions are required to fulfill all the requirements set forth in this RFA, but must address aggravated assaults in all areas of the RFA that specifically refer to shootings and homicides. For purposes of this RFA and for GIVE Initiative funding requested for the above jurisdictions' GIVE strategies, DCJS shall utilize the Federal Bureau of Investigation UCR definition of Aggravated Assault.

III. CONTRACT TERM, APPLICANT ELIGIBILITY, APPLICATION SUBMISSION REQUIREMENTS AND FUNDING

A. Contract Term

Grant award agreements, unless otherwise modified by DCJS, will be for a term of one year effective July 1, 2018 to June 30, 2019.

B. Applicant Eligibility

The 17 counties that account for 82% of the Part I violent crime outside of New York City are eligible to apply for funding. (See Appendix: *GIVE 2018-2019 Eligible Police Departments*). These counties were selected based on the three-year (2014-2016) volume of reported Part I violent crime (murder, rape, robbery, aggravated assault).

A single application must be submitted for each eligible county by one of the agencies named below, as designated by the county. Each eligible county must develop a partnership that consists of the eligible police department(s), District Attorney's office, Sheriff's office, and Probation Department. DCJS has designated specific agencies in each jurisdiction that will serve as co-chairs of the county partnership, with the executive heads of these agencies acting as the official co-chairs. This information is in Appendix: *GIVE 2018-2019 Eligible Police Departments* of this RFA.

The following agencies within the 17 counties identified are eligible to receive GIVE grant awards:

- Eligible Police Department(s) (See Appendix: *GIVE 2018-2019 Eligible Police Departments*);
- District Attorney's Offices;
- County Sheriff's Offices;
- County Probation Departments;
- Other agencies within eligible counties or eligible jurisdictions that are approved by the co-chairs (e.g., not-for-profit agencies, etc.); and
- Local governmental agencies that require funding to address the needs of certain populations.

If applicants choose to partner with other agencies approved by the co-chairs, including local governmental agencies requiring funding to address the needs of certain populations, a subcontract and/or a memorandum of understanding/memorandum of agreement (where applicable) with these agencies will be required. Examples of this may include partnerships with county social services departments, or non-profit organizations that offer social services to at-risk individuals.

State and Federal agencies are ***not*** eligible to receive GIVE funding, but their participation is strongly encouraged and their roles should be clearly defined by the applicant in their submission. Applicants are strongly encouraged to engage and collaborate with the New York State Department of Corrections and Community Supervision (DOCCS) and the New York State Police.

C. Application Submission Requirements

The application must be submitted to DCJS using the DCJS Grants Management System (GMS) by **12:00 PM noon, on Wednesday, February 21, 2018.**

- A single application must be submitted for each eligible county by an eligible agency designated by the county.

- The application must be complete, including all narrative responses, as

delineated in Section IV of this RFA.

- All participating agencies – including those associated with Broome, Chautauqua, Ulster, Rensselaer and Rockland counties and the City of Middletown, who must focus on Aggravated Assaults -- must be actively engaged in the GIVE strategy towards the elimination of shootings and homicides. The application from **all** 17 jurisdictions, including those addressing Aggravated Assaults, must clearly articulate the role of each of the partnership members and specifically how each of the agencies within the partnership will support and enhance the comprehensive GIVE strategy.

- Crime Reporting – All law enforcement agencies applying to receive GIVE funding must be up-to-date with submissions of **ALL** crime reports at the time the application is submitted. See Appendix: *GIVE Specific Contract Requirements* for a listing of all required crime reports.

- Monthly Firearm Data – All law enforcement agencies applying to receive GIVE funding must be up to date with their submissions of Monthly Firearm Data Reports at the time this application is submitted. Agencies should note that this report is now due to DCJS 7 days after the end of the reporting period.

- eTrace Data Sharing - All eligible GIVE agencies must have executed the Memorandum of Understanding with the Federal Bureau of Alcohol, Tobacco, and Firearms (ATF) for user access to the ATF eTrace System and are required to "opt in" to the Collective Data Sharing (CDS) option on the system. For more information on this requirement, please see Appendix: *GIVE Specific Contract Requirements.*

- Memorandum of Understanding (MOU)/Memorandum of Agreement (MOA) – The co-chairs must submit an MOU or MOA signed by themselves and all participating partner agencies. In addition, partner agencies must submit letters of support outlining in detail the contribution each agency will make to the strategy. MOUs/MOAs and Letters of Support should be attached to GMS as part of the RFA Application. Contracts will not be finalized until these items are received by DCJS.

D. Funding and Approved Use of State Funds

1. Funding

Subject to available appropriation, approximately $13.3 million dollars will be made available to support 2018-19 GIVE grant awards. All funding must support program efforts during the contract period. Funding under this program must supplement, not supplant, non-grant funds that would otherwise be available for expenditure on the programs proposed.

DCJS conducts ongoing analyses of the extent of gun-violence in each of the GIVE jurisdictions. In previous GIVE RFA's, to ensure the most effective use of grant funding and direct available resources for combatting gun-violence in New York State to jurisdictions of greatest need, DCJS limited the amounts jurisdictions could apply for based on their ranking for three-year averages of specific gun crimes (Violent Crime by Firearm, Shooting Incidents Involving Injury, and Homicides by Firearm). For 2018-19, GIVE applicants may apply for no more than approximately 105% of the amount of GIVE funding they received in 2017-18; please see Appendix: *Maximum County Funding Amounts* for the list of maximum amounts each jurisdiction is eligible to apply for in 2018-19.

In jurisdictions where more than one police agency is eligible for funding (Orange, Nassau, Westchester), the total amount of the combined county application request cannot exceed the amount noted in Appendix: *Maximum County Funding Amounts*. When determining funding requests, these jurisdictions (Orange, Nassau, Westchester) are **required to consider the extent of the crime problem faced by each police department eligible for funding through GIVE**. DCJS will consider shooting and where applicable, aggravated assault statistics, when determining award amounts for each eligible police department, as applicable.

Applicants are reminded that the GIVE RFA is a competitive process and continued funding is not guaranteed. Nothing herein requires DCJS to approve grant funding for any applicant.

2. Approved Use of State Funds

a. Allowable GIVE Program Costs

All funding requests must relate directly to the proposed GIVE strategy. Funding requests not directly related to the GIVE strategy will not be supported. DCJS reserves the right to re-distribute requested funds within an applicant agency's proposed budget to those specific elements of the GIVE strategy that are best articulated and justified in each applicant's response. See Section IV for additional information regarding the GIVE Initiative budget requests.

Examples of acceptable categories for funding include, but are not limited to, the following:

(1) **Personnel –** All personnel supported through GIVE funding, whether as employees or as contractors, must devote their work day, commensurate with the percentage of salary GIVE supports, to working on the goals and objectives of the GIVE strategy. Fully funded GIVE positions may not take on duties unrelated to the GIVE strategy. Requests for funding that do not clearly justify how the requested

positions will support the reduction of shootings and homicides (or aggravated assault as applicable), or the enhancement of the CAC/crime analysts will not be considered. A complete job description of each requested personnel line must be included in an application. **Requests to fund positions to support activities unrelated to the strategy will not be considered.** Overtime compensation for non-sworn support or administrative positions will not be funded. This includes overtime for crime analysts and other non-sworn support positions.

(2) **Requests to fund crime analysts are strongly encouraged**, especially in jurisdictions with resource needs in this discipline**.** Agencies that utilize more than one analyst to support the GIVE-related work must note the proportion of the allotted GIVE funds that will be designated for each analyst**. All GIVE funded analysts must be certified as NYS Crime Analysts. Any new analysts, not certified, must be certified within one of year appointment.**

(3) **Crime Analysis and Intelligence-Led Policing –** As a vital component of all GIVE Initiative strategies, requests for software and other crime analysis tools are acceptable. Applicants are encouraged to explore methods of sharing resources, information, and data at the county, regional and statewide levels that enhance crime analysis and support intelligence-led policing.

(4) **Intelligence Development –** Budget requests that will enhance agency field intelligence capacity are acceptable requests. Requests for overtime funding for intelligence development efforts by sworn law enforcement personnel are acceptable, provided the requests are directly related to the strategy. Intelligence collection efforts relating to incarcerated individuals, as well as those under community-based supervision, are also acceptable uses of funding.

(5) **Enforcement/Investigative Component –** Requests for overtime funding for extra investigative and enforcement operations by sworn law enforcement personnel conducted as part of the strategy are acceptable, provided the requests are directly related to specific operations and other enforcement efforts of the GIVE strategy and clearly articulated in the budget justification. Specific justification must be made as to why the operation cannot be carried out within standard working shifts. No GIVE funding will be provided for “zero-tolerance” overtime details. Specific justification must be given for investigative support needed as an overtime cost and must tie into the GIVE

comprehensive plan. Relative to enforcement and investigation only, the following two conditions apply:

- The use of overtime funds for GIVE hot-spot policing details must be focused in the specific GIVE zones located within the city, village or municipality. These overtime details must be tracked using Attachment #1: *GIVE Tracker* and submitted quarterly to DCJS in GMS with the quarterly progress report.

- GIVE overtime funds must be proposed based on an analysis of the time of year, day(s) of week, and hours of the day when the majority of gun violence occurs.

(6) **Travel and Training Funds –** Funding to support travel costs to attend meetings, trainings and conferences sponsored or encouraged by DCJS are acceptable requests. NOTE: Funded personnel and command staff are required to make every effort to attend appropriate DCJS sponsored training, meetings and conferences. DCJS intends to host one or two single-day "roundtable" style regional meetings, as well as two or three regional technical assistance offerings and one statewide event held in the Albany area. Agencies are encouraged to plan their funding requests to address any anticipated costs they may incur to attend these meetings as well as any other travel that fosters cross-county information sharing.

b. Unallowable Budget Items

GIVE funds may **not** be used to support the following purchases or expenses**:**

(1) Vehicles, firearms or conductive energy devices (e.g., Tasers and Stingers)
(2) General office supplies and equipment
(3) Fringe benefit costs for overtime expenses
(4) Air cards, Leads Online or truancy programs
(5) Support staff not specifically tied to the GIVE strategy
(6) Traditional "gun buy-back" programs
(7) Indirect costs charged by units of local government
(8) Overtime compensation for non-uniformed support or administrative positions, including overtime for crime analysts and other non-sworn support positions.

IV. GIVE RFA INSTITUTIONALIZATION PLAN (INCLUDES NARRATIVE RESPONSES AND BUDGET)

A. Narrative Responses

Response requirements for this RFA are to be submitted in narrative form as described below. There are NO questions for applicants to answer within the DCJS Grants Management System (GMS) ***Questions*** module for this RFA. However, applicants must type **Not Applicable or N/A** in the body of any existing question space in GMS for the application to be accepted within GMS as complete. Applications must include a detailed response for each of the following **required Narrative Response** sections, and will be evaluated based on the criteria delineated in Appendix*: 2018-19 GIVE Institutionalization Plan Evaluation Criteria.*

All narrative responses **must be submitted as GMS attachments in Microsoft Word, Arial 11-point font, 1.5-line spacing format**. Applications submitted in alternate formats will not be accepted or reviewed by DCJS. Use of the Portable Document Format (PDF) is NOT acceptable when submitting the narrative responses, however, other types of supporting documentation, e.g., charts and maps developed by crime analysts may be submitted in PDF format.

Please do not submit photographs or media articles as part of your proposal. These will not be reviewed or considered by DCJS during the GIVE RFA evaluation process.

Applications that do not address each of the Required Narrative Response elements below or do not adhere to the formatting guidelines above may receive significant point reductions.

Informed decision-making through data-driven policing is recognized as the foundation for effective strategies and crime reduction. The GIVE initiative is rooted in the Problem-Oriented Policing SARA (Scanning, Analysis, Response, and Assessment) Model. As indicated above, this RFA is focused specifically on the reduction of shootings and homicides or aggravated assaults where applicable. Please address <u>each</u> of the sections below when preparing your response.

1. Scanning and Analysis (50 points total) – Not to exceed 5 pages

a. Scanning (25 points)

In this section, applicants must describe how they have completed an assessment of their community. Applicants' responses should detail their coordination with a crime analyst or regional Crime Analysis Center to prepare a comprehensive analysis of shootings and homicides (or

aggravated assaults where applicable) that identifies patterns, trends, locations, and "Top Offenders" (including groups) responsible for the majority of shootings and homicides in the jurisdiction. Applicants should also note any significant changes identified in their analyses to these conditions that occurred during the previous GIVE contract periods, which they will also address in their narrative submission in the response section of the RFA. A summary of the significant data and points of the analysis must be submitted as part of their response to a) scanning.

Agencies should use at least three years of data for analyzing shootings and homicides within the jurisdiction, with particular attention paid to shootings and homicide activity occurring since July 1, 2014. DCJS has provided information to be used as a starting point to support the local assessment of their crime and community that will be undertaken in response to this RFA.

Appendix (a): Shooting Related Violence – GIVE Eligible Jurisdictions. This table provides cumulative 35 month (January 2015 - November 2017) totals showing the number of shooting incidents, individuals killed by gun violence, reported homicides and reported violent crimes involving a firearm in each GIVE jurisdiction.

Appendix (b): Shooting Incidents Involving Injury by Year by GIVE Jurisdiction (2008-2017). This table provides the annual number of shooting incidents involving injury for each of the past ten years. 2017 data is limited to eleven months, January through November. 2007 and 2008 data is unavailable for select jurisdictions.

Appendix (c): Firearm Activity Reports. These jurisdiction specific data pages can be used as an initial step in assessing firearm-related crime trends within a jurisdiction. (Additional more comprehensive local analysis must also be performed). The graphs and data tables present a year-to-date (January - November) comparison between the current reporting year (2017) and the prior reporting year (2016) and shows the 5 Year Average for the same YTD period 2012 through 2016.

Appendix (d): Aggravated Assault Crime Data. Recognizing that the frequency of shooting and homicide events vary among GIVE jurisdictions, and based upon an analysis of crime data submitted by each GIVE police department, DCJS has determined that six jurisdictions; Broome, Chautauqua, Rensselaer, Rockland, and Ulster counties, and the City of Middletown must address the violent crime of Aggravated Assault. The data in this appendix provides annual counts of the number and type of assaults that occurred within these six jurisdictions during 2015, 2016, and January through November 2017.

b. Analysis (25 points)

(1) Problem Identification: Applicants must explain in their response how the data provided by DCJS, along with the additional analysis provided by crime analysts or the regional Crime Analysis Center, has influenced the jurisdiction's assessment of shootings and homicides, or aggravated assaults where applicable. Applicants are required to use this analysis to help identify the underlying problem(s) and factors that contribute to the majority of shootings and homicides within their jurisdiction e.g., gangs, narcotics, disputes. Applicants are reminded that the Problem-Oriented Policing (POP) framework must be utilized to identify the underlying issue associated with their crime problem.

(2) Hot Spots: Applicants must describe in this section how they have or will determine "hot spots," and their rationale for choosing the eligibility criteria. Applicants are strongly encouraged to use information gained from the Hot-Spots policing technical assistance offered. Applicants are required to utilize long-term (≥3yr) analysis to determine persistent areas of gun violence within the jurisdiction where the majority of prevention and enforcement efforts regarding the GIVE hot-spots strategy will be concentrated. In their responses, jurisdictions focused on shooting incidents are expected to specifically delineate geographic locations where these efforts will occur such as Hot-Spots, GIVE zones and POP areas. Jurisdictions focused on the crime of aggravated assault must perform an analysis to determine whether or not aggravated assaults are clustered in small geographic locations and implement hot-spots prevention and enforcement, if applicable, according to the results of that analysis.

(3) Top Offenders: All applicants, including those that already utilize a top offender list, must explain how they have or will determine "top offenders" (i.e., the eligibility criteria used and the rationale for said criteria).

Applicants are required to use a non-biased, systematic ranking system to determine the list of top offenders in the jurisdiction, with consideration given to actionable intelligence gathered from crime analysts, field intelligence officers, and other intelligence sources. Applicants must also explain how frequently the list of "top offenders" will be updated. No case specific information should be provided as part of this RFA.

(4) Resources: Applicant responses must include an examination of other resources, programs, and initiatives that currently exist within their communities that support efforts to reduce shootings, homicides, and

associated violence. Examples include but are not limited to Byrne Criminal Justice Innovation grants, street outreach work (SNUG), call in programs (Ceasefire), CORe, Project Safe Neighborhoods, youth development and mentoring programs. Applicants must also describe how these resources will complement and coordinate with the jurisdiction's comprehensive plan under GIVE.

NOTE: The following GIVE jurisdictions are currently using the SNUG program as part of their overall violent crime reduction strategy: Albany, Wyandanch, Buffalo, Hempstead, Mt. Vernon, Poughkeepsie, Rochester, Syracuse, Troy, and Yonkers.

These jurisdictions are required to document in their responses how the SNUG and GIVE programs will coordinate efforts towards the goal of reducing shootings. These jurisdictions are also required to comply with the GIVE/SNUG information sharing requirements noted in Appendix: *GIVE Specific Contract Requirements*.

See Appendix*: GIVE 2018-19 Institutionalization Plan Evaluation Criteria* for the specific evaluation criteria that will be used to rate responses to this part of the application.

2. Response/Strategy Development (25 Points) - Not to exceed 12 pages

The **Response** component of SARA (Scanning, Analysis, Response, and Assessment) sets forth the comprehensive plan with integrated evidence-based strategies that the jurisdiction proposes to use to address the identified problems in a manner that is supported by the analysis conducted.

After the initial Problem-Oriented Policing Scanning and Assessment phases discussed in Section VI are complete, jurisdictions must develop one comprehensive strategy designed to reduce shootings and homicides, or aggravated assaults where applicable, that consists of multiple evidence-based strategies found below, that incorporate all four core elements of GIVE and includes procedural justice into all aspects of the comprehensive GIVE plan.

Applicants are reminded that aspects of Procedural Justice are to be incorporated in all elements of your comprehensive GIVE plan. Procedural justice focuses on the way law enforcement interacts with the public and how these interactions influence crime rates and the public's view of law enforcement and willingness to obey the law. It is not a practice, but a philosophy that promotes organizational change, upholds legitimacy in the community, and enhances officer safety. The four pillars of Procedural Justice

are: Fairness, Impartiality, Giving Voice, and Transparency.

In their response, applicant agencies must explain their plan, the approaches they choose, how their plan responds to the shooting and homicide (or aggravated assault where applicable) problem in their jurisdiction, and how they will incorporate all four of the required core elements into their GIVE strategy. (See below "Core Elements of Strategy.") Responses will be judged on the way they integrate the strategies and detail the role of each funded partner in strategies designed into one comprehensive plan and how they intend to use the resources identified during the initial assessment (Scanning and Analysis). Jurisdiction plans must articulate enhanced integration with the Crime Analysis Centers or crime analysts in the implementation and institutionalization of these approaches. Institutionalization refers to the process of integrating the GIVE model and evidence-based practices into the overall daily operations of the GIVE partner agencies.

The comprehensive response plan should build on previous GIVE efforts implemented during past contract periods, considering alternative evidence-based strategies that may enhance the jurisdiction's efforts to eliminate gun-involved violence or aggravated assaults, where applicable.

a. Core Elements of Strategy

The four core elements of GIVE that must be incorporated into an applicant's comprehensive strategy include:

(1) People – The strategy must identify the key players (top offenders that are believed responsible for most shootings and homicides.

(2) Places – The strategy must identify and target the geographic locations (hot spots) identified in Section A, Scanning and Analysis, where most shootings and homicides occur.

(3) Alignment – The strategy must describe how it will coordinate and align the existing resources identified in Section 1.A, Scanning and Analysis, in its efforts to reduce shootings and homicides.

(4) Engagement – The strategy must clearly articulate how organized outreach to key stakeholders and the community at large will occur, how the stakeholders and community will be given a voice, and how coordination will occur in a transparent manner that fosters wide-ranging support for violence reduction efforts.

b. Required Evidence-Based Approaches to Response

Applicants must explain in their narrative responses how they have incorporated **more than one** of the evidence-based response approaches noted below into their comprehensive strategy and response plan.

(1) Hot Spots Policing – Hot Spots policing strategies focus on small geographic areas or locations, usually in urban centers, where crime is concentrated. It is based on the understanding that there are settings with significant clusters of crime that generate a large proportion of the total crime reported in the broader community. Considerable research and analysis have shown that these hotspots tend to persist over long periods of time. The concentration of crime in small places or micro-locations (buildings or addresses, street segments, or blocks) allows for focused interventions that may take a variety of forms. All jurisdictions are required to identify, using a CAC or agency crime analysts, the geographic areas in the city/village that account for the majority of gun crimes. These will hereafter be referred to as "GIVE zones." GIVE zones should be targeted areas of concentrated crime, not half or entire cities/villages, or municipalities.

(2) Crime Prevention Through Environmental Design (CPTED) – CPTED is based on the principle that proper design and effective use of buildings and public spaces in neighborhoods can lead to a reduction in the fear and incidence of crime, and an improvement in the quality of life. CPTED's goal is to prevent crime through designing a physical environment that positively influences human behavior. It is based on four principles: natural access control, natural surveillance, territoriality, and maintenance.

(3) Focused Deterrence – Focused deterrence applies to specific criminal behaviors that are being conducted by a select group of chronic offenders in a particular area. It has often been referred to as "pulling levers." The offenders who are targeted by the program are confronted about their criminal activities, generally by a number of relevant agencies and organizations, and warned about the consequences of continuing to engage in the unacceptable behavior. Participants are provided with the opportunity to obtain social services and assistance. Continuing involvement in criminal activity subjects a participant, and any other members of an associated group where applicable, to increased police and law enforcement scrutiny, as well as enhanced sentences if arrested.

(4) Street Outreach Workers – The model relies on the use of culturally competent staff that respond to shootings and intervene to prevent retaliation and detect and resolve conflicts that are likely to lead to shootings. They develop relationships with high risk individuals who are likely to engage in gun violence and link them with resources such as education and job training. Staff collaborates with neighborhood

organizations and other community groups to organize neighborhood events and public education activities that promote a no-shooting message. The strategy aims to change behaviors, attitudes, and social norms directly related to gun violence. Discrete and careful communication with police (and crime analysis centers where appropriate) is encouraged to ensure appropriate coordination of activities. Jurisdictions that currently have a street outreach program must follow all the requirements listed in Appendix: *Evidence-Based Policing Resources*.

For more detailed information on the above strategies, including links to outside sources, please see Appendix*: Evidence-Based Policing Resources.*

See Appendix*: GIVE 2018-19 Institutionalization Plan Evaluation Criteria* for the specific evaluation criteria that will be used to rate responses to this part of the application. Institutionalization refers to the applicant's efforts to incorporate the GIVE evidence-based approaches into everyday operations.

3. Assessment/Performance Measures (5 points) - **Not to exceed 4 pages**

A critical piece of the development and institutionalization of any crime reduction strategy is an assessment of the strategy's effectiveness in achieving the desired outcome. Assessment requires an understanding of the expected outcomes of the proposed plan and a definition of qualitative and quantitative performance measures to determine whether the expectations were met. Assessment also requires a clear picture of how strategies were expected to be implemented, the fidelity of their actual implementation, and a periodic review of how the strategies can be modified and improved. Applicants must therefore articulate the following in this section of the RFA:

a. A detailed operational plan that gathers data and information about the partners' specific efforts to implement the GIVE comprehensive strategy to reduce shootings or, where applicable, aggravated assaults.

b. A detailed plan describing how the jurisdiction will continually conduct assessments through both qualitative and quantitative measures for gauging the effectiveness of each strategy within the context of a comprehensive GIVE plan.

DCJS has developed both qualitative and quantitative performance measures jurisdictions must report to DCJS via GMS on a quarterly basis. These performance measures can be found in the workplan tab of your contract in

GMS. Jurisdictions may use these performance measures to satisfy the requirements noted above, but are also encouraged to consider other measures that may assist in the assessment of the local GIVE strategy institutionalization efforts.

Note: Should the current measures in GMS be modified by DCJS, GIVE partners will be notified in advance of the contract start date of any changes to reporting requirements.

See Appendix*: 2018-19 GIVE Institutionalization Plan Evaluation Criteria* for the specific evaluation criteria that will be used to rate responses to the above parts of the application.

4. GIVE Initiative Budget Worksheet and Budget Narrative (20 Points)

a. General Instructions

One GIVE Initiative Budget worksheet (See Attachment 2: *GIVE Budget Worksheet*) and a complete narrative budget response, must be submitted for each jurisdiction requesting funding. Each agency is required to complete the appropriate section of the budget spreadsheet that references their agency, and must outline the specific budget requested to support each one of the evidence-based strategy categories listed in the budget spreadsheet with appropriate justification for each in a required budget narrative. Any requests for funded personnel must also be detailed in the "personnel" section of the budget spreadsheet, including salary and fringe costs.

b. Complete Attachment 2: *GIVE Initiative Budget Worksheet* and submit as described below:

(1) Complete the operating budget on Attachment 2: *GIVE Initiative Budget Worksheet*. Operating budgets should project total costs for the contract period and must not exceed the applicant's eligible award. Please note that Tab 2 of the attached budget worksheet (Attachment 2) allows for the entry of other agencies outside of the four primary GIVE partners (police departments, district attorneys' offices, county sheriffs' offices, and county probation departments). This Worksheet must be attached to the submitted application using the **Attachment** module of GMS. See Appendix: *Grants Management System (GMS) Helpful Hints* document for assistance.

(2) The detailed budget for the grant period provided must be complete, providing sufficient detail and justification for each component. It must also be reasonable and appropriate, as determined by DCJS, and

directly tied to the program plan. For subcontracted agencies approved to provide services, where applicable, upload signed and executed agreements and the approved operating budget using the **Attachment** Module of GMS.

(3) Applicant budgets should include expenses for travel and training. **Note: Indirect costs are not an allowable expense for governmental agencies.**

Note: The GMS system requires that an actual Budget be included in an application submission. Because this RFA does not require Applicants to enter a budget in GMS, on the GMS Budget Tab, click **"Create New Budget Version"** for your agency. On the next screen, choose **"All Other Expenses"** from the Budget Category dropdown menu. Enter **"See attached budget narrative"** on the Description line. Enter the full requested amount of your grant in the Unit Cost field. Finally, enter **"N/A"** in the justification line, and Save.

As stated above, one GIVE Initiative Budget worksheet (See Attachment 2) along with a complete narrative budget response, must be submitted for each jurisdiction requesting funding.

The detailed requested project budget should be completed in Microsoft Word using Attachment 2: *GIVE Initiative Budget Worksheet* as indicated in this RFA, and uploaded to GMS as a file attachment**.** In the left navigation menu, choose **"Attachment,"** then **"New."** Use the Browse function to locate your Budget Worksheet on your local drive, and click **"Open."** Finally, click **"Upload."**

Please be advised that very long file names or special characters will not be accepted by the GMS Attachment Module.

DCJS reserves the right to make mathematical corrections to requested budgets.

c. Budget Restrictions

The following restrictions apply to the GIVE Initiative funding requests:

- Applicant's overall county funding request for the strategy and all approaches may not exceed the maximum amount specified Appendix: *Maximum County Funding Amounts*.

- DCJS may disallow, reduce or reallocate within an applicant's budget

proposed funds should it be determined that the request lacks clear justification, including failing to make the link between the budget request and the strategy proposed, and/or not adequately supporting the dollar amount requested through the information provided.

d. Budget/Funding Overview

All funding requests must relate directly to the proposed GIVE Initiative strategy as described in Section II of this RFA. Funding requests not directly related to the GIVE strategy will not be granted. Detailed information on allowable programmatic expenses is provided in Section III of this RFA.

All application budget requests must:

- Align with the strategy proposed;
- Clearly promote and enhance the shooting and homicide or aggravated assault reduction strategies;
- Within the budget narrative, provide specific justification for each budget item and its role in the strategy;
- The budget narrative, must clearly define the role of each funded partner in each element of the overall jurisdiction strategy to reduce shootings and homicides or aggravated assaults where applicable, and provide a justification for funding that role;
- The budget must Include funding for each jurisdiction to travel to DCJS-sponsored events. A breakdown of all events that agencies will be expected to participate in can be found in Section III under the heading Travel and Training Funds.

Note: During the contract period, budget reallocations requested on final contracts will be carefully reviewed and require sufficient justification as to how the strategy will benefit from the modification, and a description of the impact of not expending the funds as originally requested and awarded. Circumstances do arise that require the need to reallocate, but requests to do so should be limited. Applicants should carefully consider all budget requests to ensure they are critically needed and are accurately estimated to be reasonably certain that amounts awarded will be expended fully within the contract period. All final reallocation requests must be submitted no later than 30 calendar days after the conclusion of the 2018-19 GIVE contract period and must support actual costs of the jurisdiction's GIVE strategy.

(5) Program Work Plan (0 Points)

In the GMS Work Plan module, enter "to be determined" for your Project Goal, Objective, Task, and Performance Measure. These entries are necessary for GMS to accept your application as complete. Upon successful application and if approved for an award, DCJS staff will assist awarded agencies in developing an appropriate program work plan to include project goal, objectives, tasks, and performance measures.

(6) DCJS Criminal Justice Research Consortium and Knowledge Bank (Optional and worth 0 Points)

DCJS continues to encourage GIVE partners to engage in academic partnerships to support and advance their application of GIVE strategies in their communities. Such partnerships can now be funded through the New York State Criminal Justice Research Consortium. The Consortium offers small grants to promote the use of data, foster the implementation and expansion of evidence-based programs, and assess program effectiveness. See https://knowledgebank.criminaljustice.ny.gov/ for a description of the Criminal Justice Research Consortium.

Academic partners who are currently working within GIVE sites, or any potential academic partners who may work with a GIVE partner in the future, should be encouraged to join the Consortium. More information about the consortium can be found at https://knowledgebank.criminaljustice.ny.gov/ or by emailing DCJS at researchconsortium@dcjs.ny.gov. To request assistance through the consortium, please submit a project request form, available here. GIVE partners also benefit from the Criminal Justice Knowledge Bank, which compiles and shares effective and promising efforts throughout New York State and across the nation.

V. EVALUATION AND SELECTION

A. Tier I Evaluation – Threshold Pass/Fail

The Tier I Evaluation assesses whether proposals satisfy minimum "pass/fail" criteria for funding. All proposals will be initially screened by DCJS reviewers to determine if the following criteria have been met:

1. Application was submitted by the published deadline
2. Applicant is eligible as defined by this solicitation.
3. Application is complete.

The submitted application shall include:

1. All narrative responses as requested. DCJS reserves the right to allow applicants to correct minor errors or omissions in applications following their submission;
2. GIVE Initiative Budget Worksheet is provided as an attachment itemizing operating expenses in support of the program; and
3. All attachments and required documents. (See Section X. Application Checklist at the end of this document.)

Tier I Evaluation criteria will receive pass/fail ratings. Any proposal that does not meet each of these conditions may be subject to disqualification from further review. DCJS may, at its discretion, request additional information from an applicant as deemed necessary.

B. Tier II Evaluation – Evaluation and Scoring

DCJS staff reviewers will evaluate proposals that successfully pass the Tier I Evaluation. A standard rating tool will be used to score narrative responses provided. (See Section IV. GIVE RFA Institutionalization Plan) The maximum proposal score will be 100 points. Applicants must obtain 70 points to pass the Tier II Evaluation. Each response will be scored and all scores will be totaled, resulting in an overall score. The final score will be determined by averaging Team Reviewers' overall scores for each proposal. Also, in the event of a substantial scoring disparity of total available points, an additional reviewer may rate the affected proposals and the average of all of the scores will determine the final average score.

C. Tier III Evaluation

The Tier III Evaluation assessments will be conducted by designated DCJS executive staff. The Tier III Evaluation will select applicants for funding and determine the award amount through consideration of the Tier II Evaluation scoring and comments, strategic priorities, available funding and best overall value to New York State.

Award amounts for competitive funding will be based on demonstrated need and quality and completeness of application. The DCJS Executive Deputy Commissioner, or his or her designee, will make final decisions regarding approval and individual award amounts based on the quality of each submission, the recommendations of the reviewers and specific criteria set forth in this solicitation. Final award decisions will be made by DCJS in accordance with the best interests of the State. Nothing herein requires DCJS to approve funding for any applicant. DCJS intends to offer one year contracts to successful applicants commencing July 1, 2018.

VI. NOTIFICATION OF AWARDS

Applicants approved for funding will be notified in writing by DCJS via email to the email address provided in GMS. The terms of the final contract agreement are subject to negotiation between DCJS and the grantee.

If DCJS and the successful applicant cannot agree to contract terms within ninety calendar days of notification of selection for award, DCJS reserves the right to rescind the award and redistribute the funds.For those not approved to receive funding awards, notifications will be both emailed to the contact person and sent by U.S. Postal Service mail.

Applicants will be accorded fair and equal treatment with respect to its opportunity for a debriefing. A debriefing is available to any entity that submitted a proposal or application in response to this solicitation who did not receive the full amount of the award requested. A debriefing must be requested in writing by the Applicant within 15 calendar days of being notified in writing by DCJS that the Application was not fully funded.

An Applicant's written request for a debriefing must include specific questions that the Applicant wishes to be addressed and must be submitted to DCJS via the funding mailbox at dcjsfunding@dcjs.ny.gov with the following in the subject line: **Request for Debriefing: GIVE RFA.** The debriefing shall be scheduled to occur within 30 business days of receipt of written request by DCJS or as soon after that time as practicable under the circumstances. The preferred method for the debriefing will be in-person, however, upon mutual agreement by all parties, another means such as telephone, webinar, or any combination thereof may occur.

VII. REQUIRED CONTRACT GMS REPORTING AND DATES

Grants Management System (GMS) Quarterly Progress Reporting
All DCJS grantees will be required to submit quarterly progress reports via GMS that describe quarterly performance and activities in support of the project Work.

Quarterly Fiscal Reports
All grantees will be required to submit quarterly fiscal reports and claims for payment.

Reporting Due Dates:
GMS Progress Reports, and Fiscal Claims for Payment (formerly known as State-Aid Vouchers) are due to DCJS by the following dates:

Calendar Quarter	Report Due
July 1 - September 30	October 31
October 1 - December 31	January 31
January 1 - March 31	April 30
April 1 - June 30	July 31

GIVE Specific Reporting:
In addition to the reporting described above, there are GIVE specific reporting requirements. See Appendix: *GIVE Contract Specific Requirements*.

VIII. ADMINISTRATION OF CONTRACTS

DCJS will negotiate and develop a contract with each successful applicant. The grant contract may be subject to approval by the NYS Office of the Attorney General (OAG) and the Office of the State Comptroller (OSC) before funding may actually be disbursed. If DCJS and the successful applicant cannot agree to contract terms within ninety calendar days of notification of selection for award, DCJS reserves the right to rescind the award and redistribute the funds.

Contract Approval
All contracts may be subject to the approval of the Attorney General and the Comptroller of the State of New York, and until said approval has been received and indicated thereon, the Contract shall be of no force and effect.

Contract Term
DCJS will enter into a contract period as noted in this solicitation. DCJS reserves the right to modify the contract term in the best interests of the State.

Contract Activities
All activities must have prior approval from DCJS and meet the guidelines established by the State of New York.

Contract Changes
Contracts resulting from this solicitation may be executed, increased, terminated, renewed, decreased, extended or amended or renegotiated for any reason at the discretion of the Executive Deputy Commissioner of DCJS as a result of contractual performance, changes in project conditions, or as otherwise may be in the best interests of New York State.

Records
The grantee will keep books, ledgers, receipts, personnel time and effort records, consultant agreements and inventory records pertinent to the project and consistent with DCJS contractual provisions and mandated guidelines. In accordance with the standard contract Appendix A-1 (see “Standard Contract Provisions” below), grantee staff whose salaries are paid in whole or in part from grant funds shall maintain a time recording system that shows the time and effort devoted to the grant project.

Liability
Nothing in the contract between DCJS and the grantee shall impose liability on the State of New York for injury or damages incurred during the performance of approved grant activities or caused by the use of equipment purchased with grant funds.

Payments
Payments to reimburse project expenses will be made pursuant to a schedule specified in the contract between the State of New York and the grant award recipient. Where applicable, performance-based expenses will be reimbursed in compliance with the contract milestone performance and costs budget and the project work plan.

Reports
The grantee shall submit all reports to DCJS, as required and described in a format and time frame as specified in the RFA and the contract. The quarterly GMS progress reports of the grantee's activities under this contract must be submitted electronically as directed by DCJS. The quarterly GMS progress reports shall include a description of the grantee's efforts undertaken during the reporting period and the current status of the project. Independent of any reporting schedule, all grantees will be required to inform DCJS of any program issues that are significantly impacting program performance. Any project funded under this solicitation must comply with the requirements established by DCJS. The grantee agrees to submit any other reports considered relevant by DCJS including those described in Appendix: *GIVE Contract Specific Requirements.*

Performance Review
The grantee's performance in all areas mentioned above, in addition to the services contracted for, will be monitored periodically by DCJS and will take the form of site visits, program file review, written and telephone communication, and any other methods deemed necessary by DCJS to ascertain the quality and quantity of grantee activities.

Disposition of Allocations
DCJS reserves the right to reject applications, deny awards, or defer applications for future consideration based on insufficient information in the application, lack of accompanying documentation, the inappropriateness of the project proposed, an organizational history of unsuccessful projects of a similar nature, or a history of contract non-compliance.

Revocation of Funds
Funds awarded to an applicant who does not implement an approved project within 90 calendar days of the contract start date may be revoked and redistributed at the discretion of the Executive Deputy Commissioner of the DCJS or his or her designee.

Encouraging Use of New York State Businesses in Contract Performance
New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the State and the nation. In recognition of their economic activity and leadership in doing business in New York State, applicants for this solicitation are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract(s) resulting from this solicitation. Such partnering with New York State businesses may be as subcontractors, suppliers, protégés or other supporting roles. To assist in demonstrating commitment to the use of New York State businesses in the

performance of the contract(s), all applicants must complete the form provided on the DCJS website at http://www.criminaljustice.ny.gov/ofpa/forms.htm entitled*: Encouraging Use of New York State Businesses in Contract Performance* and submit the completed form as an attachment to the their application in GMS. There are no points attributable to this component of the application.

Use of Service-Disabled Veteran-owned Business Enterprises in Contract Performance
Article 17-B of the Executive Law enacted in 2014 acknowledges that Service-Disabled Veteran-Owned Businesses (SDVOBs) strongly contribute to the economies of the State and the nation. As defenders of our nation and in recognition of their economic activity in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles. SDVOBs can be readily identified on the directory of certified businesses at
https://online.ogs.ny.gov/SDVOB/search.

Bidders/proposers need to be aware that all authorized users of this contract will be strongly encouraged to the maximum extent practical and consistent with legal requirements of the State Finance Law and the Executive Law to use responsible and responsive SDVOBs in purchasing and utilizing commodities, services and technology that are of equal quality and functionality to those that may be obtained from non-SDVOBs. Furthermore, bidders/proposers are reminded that they must continue to utilize small, minority and women-owned businesses consistent with current State law. Utilizing SDVOBs in State contracts will help create more private sector jobs, rebuild New York State's infrastructure, and maximize economic activity to the mutual benefit of the contractor and its SDVOB partners. SDVOBs will promote the contractor's optimal performance under the contract, thereby fully benefiting the public-sector programs that are supported by associated public procurements.

Public procurements can drive and improve the State's economic engine through promotion of the use of SDVOBs by its contractors. The State, therefore, expects bidders/proposers to provide maximum assistance to SDVOBs in their contract performance. The potential participation by all kinds of SDVOBs will deliver great value to the State and its taxpayers.

Bidders/proposers can demonstrate their commitment to the use of SDVOBs by responding to the questions on the form located at http://www.criminaljustice.ny.gov/ofpa/pdfdocs/Veteran_Owned_Business_Form.pdf and attach the completed form, along with your Application, to the NYS Division of Criminal Justice Services' Grants Management System (GMS). There are no points attributable to this component of the application.

STANDARD CONTRACT PROVISIONS

Any contracts negotiated as a result of this solicitation will be subject to the provisions of Appendix A, Appendix A-1, and Appendix M, which contain the standard clauses for all New York State grant contracts with DCJS. Appendices are available on the DCJS website at http://www.criminaljustice.ny.gov/ofpa/forms.htm.

Minority and Women-Owned Business Enterprises (M/WBE) and Equal Employment Opportunity (EEO) Requirements

DCJS recognizes its obligation under New York State Executive Law Article 15-A to promote opportunities for the participation of certified minority-and women-owned business enterprises (M/WBEs), as well as the employment of minority group members and women in the performance of DCJS contracts.

Contracts in excess of $25,000 require grant recipients to document good faith efforts to provide meaningful participation by M/WBEs as subcontractors or suppliers in the performance of grant contracts, as well as the employment of minority group members and women.

Accordingly, applicants requesting in excess of $25,000 must be prepared to submit a Local Assistance M/WBE Subcontractor/Supplier Utilization Proposal Form (DCJS-3301), and a Local Assistance M/WBE NPS Discretionary Budget Determination Worksheet (DCJS-3309). For contracts in excess of $250,000 applicants must also submit an M/WBE Equal Employment Opportunity Staffing Plan (DCJS-3300). All forms are located at http://www.criminaljustice.ny.gov/ofpa/mwbe/index.htm.

DCJS will review the submitted Local Assistance M/WBE Equal Employment Opportunity Staffing Plan, the Local Assistance M/WBE Subcontractor/Supplier Utilization Proposal Form, Local Assistance M/WBE NPS Discretionary Budget Determination Worksheet, and Minority and Women-Owned Business Enterprises and Equal Employment Opportunity Policy Statement and advise the applicant of DCJS' acceptance once an award determination is made. For additional information regarding M/WBE requirements see also http://www.criminaljustice.ny.gov/ofpa/forms.htm. There are no points attributable to this component of the application.

Data Universal Numbering System (DUNS) Registration Requirements

All DCJS funding applicants are required to provide a DUNS number. If you are unsure whether or not your organization has a DUNS number, check with your Fiscal Officer. New applicants will enter the DUNS number in GMS while completing the Participant section; existing DCJS grantees whose DUNS number is not already on file should email the number to dcjsfunding@dcjs.ny.gov to have it entered by DCJS staff prior to submission of the application. Any organization needing a DUNS number can register through the following link: https://fedgov.dnb.com/webform. Please note the process of requesting and receiving a DUNS number and/or having it entered into GMS by DCJS staff will require additional time. It is strongly recommended that applicants begin this process early.

IX. APPLICATION SUBMISSION

A. Application Specific Instructions

One proposal should be submitted for each county requesting funding. Proposals must be submitted using the DCJS Grants Management System (GMS).

All narrative proposals must be submitted as GMS attachments in Microsoft Word, Arial 11-point font, 1.5 line spacing format. Applications submitted in alternate formats may not be accepted or reviewed by DCJS. Use of the Portable Document Format (PDF) is NOT acceptable for the program narrative, but is acceptable when submitting other types of supporting documentation, e.g. charts and maps developed by crime analysts.

Please do not submit photographs or media articles as part of your application. These will not be reviewed by DCJS during the GIVE RFA evaluation process.

B. Grants Management System (GMS)

Applications must be submitted to DCJS using the DCJS Grants Management System (GMS). First time GMS users should download the GMS User Manual located at
http://www.criminaljustice.ny.gov/ofpa/gms.htm

Applications must be complete in order for the GMS submission to be successful. If you need assistance with accessing and using GMS, please contact the DCJS Office of Program Development and Funding GMS Help Desk at (518) 457-9787.

See RFA for specific information related to the application. For general guidance and GMS Helpful Hints see Appendix: *Grants Management System (GMS) Instructions and Helpful Hints.*

Accessing the Application in GMS

To access a new application in GMS, log on to the system and click on "Project." Click the "New" button at the top of the project grid. This will take you to a screen that says "Select a Program Office." Using the drop-down box, find and select GIVE INITIATIVE. Click "Create Project." Your application will now be ready to complete.

Completing the Application

Applicants are encouraged to complete the GMS Application early to avoid any concerns with these automated systems. Each application submitted on GMS will consist of the following components that must be completed for the system to accept the Application:

- Participant name(s);

- Contact information for all participating agencies per application;
- Program specific questions - See GIVE RFA for instruction;
- Project budget– See GIVE RFA for instruction; and
- Program work plan – See GIVE RFA for instruction.

When all of the above requirements and GMS Application components are completed, click the "***Submit***" button. GMS will review the application for completeness. If any fields are missing, a report will display what remains to be completed. Once all fields are complete and you submit successfully, GMS will display a screen that says "*Your application has been submitted*."

X. APPLICATION CHECKLIST

- Complete all DCJS Grants Management System (GMS) Registration Requirements – See Appendix: *DCJS Grants Management System (GMS) Instructions and Helpful Hints.*

- Complete all necessary contractual requirements as described in Section VIII *Administration of Contracts.*

- Complete Narrative Responses as described in Section IV. GIVE RFA INSTITUTIONALIZATION PLAN (INCLUDES NARRATIVE RESPONSES AND BUDGET) and attach word document to GMS as indicated.

- Complete BUDGET using Attachment 2: *GIVE Budget Worksheet* and attach to GMS as instructed within the RFA.

- Attach the 2018-2019 Memorandum of Understanding(s)/Memorandum of Agreement(s) signed by the partnership members (include justification for any required member signatures not included), to the GMS Application. Contracts will not be finalized until MOU(s)/MOA(s) are received by DCJS.

- Attach signed Letters of Support from the participating 2018-2019 partnership members detailing their role in the strategy to the GMS application. Contracts will not be finalized until Letters of Support are received by DCJS.

- Ensure that Monthly crime data is submitted for primary and secondary (where applicable) police departments and no reports are outstanding at the time of application submission.

- Ensure Monthly Gun Data Reports are submitted for primary and secondary (where applicable) police departments and that no reports are outstanding at the time of application submission.

- Ensure that Application submitted complies with technical submission requirements noted in Section IX Application Submission of the RFA.

- Applications must be submitted to DCJS through the Grants Management System (GMS) by Wednesday, February 21, 2018 at 12:00pm.

Appendix: *2018-19 GIVE Initiative Bidder's Conference/Webinar Information*

A Bidder's conference will be held on Wednesday, January 31, 2018 from 1:00 PM – 2:00 PM.

Information is as follows:

1. **Call one of the following numbers:**
   Local: 1-518-549-0500
   Toll Free: 1-844-633-8697

2. **Follow the instructions that you hear on the phone.**
   Cisco Unified Meeting Place meeting ID: 319 945 501

   Click here

APPENDIX: *DCJS GRANTS MANAGEMENT SYSTEM (GMS) INSTRUCTIONS AND HELPFUL HINTS*

GMS Helpful Hints: This document provides general GMS information. Instructions for submitting a GIVE application are within the RFA.

General Information

First time GMS users should download the GMS User Manual located at
http://www.criminaljustice.ny.gov/ofpa/gms.htm

Persons familiar with GMS can use the following simplified guidelines:

Getting Started: Sign on to GMS.

Click “Project” to go to project grid. Click the “New” button at the top of the project grid. This will take you to a screen that says “Select a Program Office” in a drop-down box format. Find and highlight “Name of funding program,” then click “Create Project.”

This begins your application. You may work on the application, save and return to it at a later time, except as noted below. Note that GMS will time out after 30 minutes of inactivity. That means that you should save your work frequently. Each save re-sets the timer.

In the newly-created project complete the following modules which are listed across the top of the screen:

General - Complete the text screens and press save.

Participants/Contacts - Complete the text screens and press save.

Click on "Add Participant" and in the search prompt that appears type in your agency name. This should take you to a list, find your agency, and click in the blue section of your agency name. This will prompt a drop-down list that defaults to "Grantee." Click “Add.” If there will be a separate Implementing Agency, repeat the process, choosing "Implementing Agency" as the Participant Type. In the event your agency is not listed, click the "New" button to add your agency to our database. Please complete all required information on the screen, including the Employer Identification Number (EIN) before you SAVE the entry. GMS will only allow one attempt then locks the entry to edits. Should you still need additional information added to the Participant record, please call GMS Help at (518) 457-9787.

Scroll to the bottom of the screen to add contact information. Click on "Add Contact" and in the search prompt that appears type in the last name of the person to be added. This should take you to a list. Find the person to be added and click in the blue section of the name. This will prompt a drop-down list that defaults to "Primary." Ensure you do this until you have added a minimum of three contacts: Primary, Signatory and Fiscal. In the event that the contact you

are attempting to add does not appear in a search, click the "New Contact" button to add the contact to our database.

Note: If the signatory you try to add is not eSignature registered, you will get an error message and will not be allowed to add that person at that time. You will NOT be able to submit the application without a signatory attached.

Make sure to include the following in your application:

- **Budget - See Application for additional budget specific instructions.**
- **Work plan - See RFA for specific instructions pertaining to the GIVE work plan.**
- **Narrative Questions - See RFA for specific instructions.**

Note: GMS will time out after 30 minutes and unsaved material will be lost. Cutting and pasting from a Word document will prevent the loss of any work.

Attachments -
Click on “Attachment,” and upload the required attachments for this solicitation. Note: Follow the instructions in the GMS User’s Manual for Attachments. See screen instructions for accepted file types and advice on file names.

Remember: Failure to submit required documents will be considered the same as failure to meet the deadline for application submission. This may result in a non-award due to the application being untimely.

When all requirements are completed, click the “Submit” button. If any fields are missing, a report will display what remains to be completed. Once all fields are complete and the application is submitted, GMS will display a screen that says “*Your application has been submitted*.” In addition, GMS will send an email notification to the Signatory official listed on the application to make him or her aware that an application has been submitted on your jurisdiction’s or organization's behalf.

APPENDIX: *Eligible Police Departments GIVE 2018-2019 Initiative*

Note: The Co-Chairs of the partnership are the District Attorney and the Chief of Police in the Eligible Law Enforcement Agencies noted below.

Albany County
Albany City PD

Broome County
Binghamton City PD

Chautauqua County
Jamestown City PD

Dutchess County
Poughkeepsie City PD

Erie County
Buffalo City PD

Monroe County
Rochester City PD

Nassau County
Nassau County PD – Co-Chair
Hempstead PD

Niagara County
Niagara Falls City PD

Oneida County
Utica City PD

Onondaga County
Syracuse City PD

Orange County
Newburgh City PD – Co- Chair
Middletown PD

Rensselaer County
Troy City PD

Rockland County
Spring Valley Village PD

Schenectady County
Schenectady City PD

Suffolk County
Suffolk County PD

Ulster County
Kingston City PD

Westchester County
Yonkers City PD – Co-Chair
Mt Vernon PD

APPENDIX: *Maximum County Funding Amounts*

Erie	$1,929,500
Monroe	$1,831,300
Onondaga	$1,220,100
Westchester	$1,207,500
Suffolk	$1,091,800
Nassau	$1,017,500
Orange	$871,100
Schenectady	$840,000
Albany	$803,800
Niagara	$731,700
Oneida	$648,900
Rensselaer	$500,500
Broome	$404,200
Dutchess	$358,400
Ulster	$230,900
Chautauqua	$194,300
Rockland	$107,600

APPENDIX: *GIVE Specific Contract Requirements*

Each agency is contractually required to meet various requirements which are closely monitored by DCJS staff. Non-compliance with any of the requirements may result in the contract being placed in "stop payment" status until the delinquent measure is brought into compliance.

A. MONTHLY REQUIREMENTS

1. Monthly Meetings

Monthly partnership meetings are critical for coordination and collaboration and must be held each month. These meetings are required to be structured to maximize the coordination, collaboration and accountability of partner agencies. The general theme of the meeting shall be the discussion of each partner's role in the four core principles of the jurisdictions GIVE plan: People, Places, Alignment, and Engagement.

a) The GIVE Initiative Co-Chairs, or their Executive level designee, and at least one representative from every GIVE funded agency within the partnership must attend all monthly meetings. In the case of the District Attorney's Office, if the District Attorney is unable to attend, the designee must be a supervising Assistant District Attorney or equivalent.

b) The meeting agenda must be sent via email to the DCJS GIVE Initiative Manager a minimum of two days in advance of the meeting.

c) The meetings must include an in-depth discussion of the firearm-related violent crime (or aggravated assaults as applicable), shootings and homicides, performance measure outcomes and the need for strategy modification when applicable. In the jurisdictions where a regional Crime Analysis Center (CAC) exists, the CAC should play an integral role in the meeting through preparation (i.e., providing analysis of crimes and related material) and participation. In jurisdictions without a regional CAC, a designated Crime Analyst should assume this role.

d) In addition to the requirements noted above, the monthly meetings should include a summary of the following information:
   (1) Number of shooting incidents involving injury;
   (2) Number of victims hit by gunfire;
   (3) Individuals killed as a result of gun violence;
   (4) The number of total aggravated assaults (aggravated assault jurisdictions only)
   (5) The number of domestic violence-related assaults occurring, both aggravated and simple

For each of the above, jurisdictions should report on the statistics for the identified "GIVE zones", SNUG zones, and citywide totals.

   (1) Total crime guns recovered and submitted to ATF for trace;

(2) Total persons arrested for firearm-related crimes;
(3) Discussion of institutionalization efforts on GIVE Initiatives;
(4) Updated intelligence regarding "hot spots" and "top offenders"
(5) Documented summaries, including performance measure outcomes from each meeting with general plans and contributions of funded agencies in addressing firearm-related crimes and homicides shall be forwarded via e-mail to the assigned GIVE jurisdiction representative within five (5) business days of the meeting. In addition, monthly reports must be submitted using the DCJS monthly report format.

2. **Timely, Accurate, Crime Data** – Each month, all participating law enforcement agencies are required to submit monthly crime reports to DCJS through the eJusticeNY Integrated Justice Portal (IJPortal) IBR/UCR Reporting Interface within 30 days after the close of the reporting period.

3. **Incident-Based Reporting (IBR) Agencies** – Monthly IBR extract files are required to be uploaded through the IBR Reporting Interface on the IJPortal. The following two UCR Summary reports are required to be submitted to DCJS through the UCR Data Entry Interface on the IJPortal:

   a) Hate Crime
   b) Law Enforcement Officers Killed or Assaulted (LEOKA)

4. **Summary (UCR) Reporting Agencies** – The following UCR Summary reports are required to be submitted to DCJS through the UCR Data Entry Interface on the IJPortal:

   a) Return A (Monthly Offenses known to Police)
   b) Arrests of Persons 18 and Over
   c) Arrest of Persons Under 18
   d) Supplemental Homicide Report (SHR)
   e) Arson
   f) Hate Crime
   g) Law Enforcement Officers Killed or Assaulted (LEOKA)

5. **Monthly Gun Data** – Both primary and DCJS designated secondary police departments must submit the Monthly Gun Data Report within 7 business days of the end of the month that is being reported on. When the police department is unable to submit the data within 7 business days, the Chief must submit the reasoning to DCJS while ensuring the data is submitted as soon as possible. If it is deemed that the reasoning for the late submission was out of the control of the police department, a waiver will be granted to avoid a finding of contract non-compliance.

Instructions for accessing and submitting crime reports through the IJPortal can be found at: http://www.criminaljustice.ny.gov/crimnet/ojsa/crimereporting/ucr_refman/IJPortal-UCR-Data-Entry-Manual.pdf

All law enforcement agencies must stay current with their monthly submissions. When the police department is unable to submit the data within 30 days, the Chief must submit the reasoning to DCJS while ensuring the data is submitted as soon as possible. If it is deemed that the reasoning for the late submission was out of the control of the police department, a waiver will be granted to avoid a finding of contract non-compliance.

B. ONGOING REQUIREMENTS

1. **Information Sharing Networking**– DCJS will conduct region based roundtable style meetings occasionally throughout the budget cycle in order to bring jurisdictions together to discuss current trends and best practices. Agencies will be required to send appropriate representatives when requested by DCJS. Participants of GIVE will also participate in cross-jurisdictional networks that will help shape strategies and share the results of the institutionalization of the strategies with multiple jurisdictions. These networks will be implemented through participation in cross-jurisdictional information sharing meetings, conference calls, and other information sharing initiatives.

2. **Crime Guns** - All crime gun seizures require the following:

   a. **GGUN Entry**: All required information on the seized firearm are to be submitted via the IJPortal GGUN entry form. This step will automatically initiate an ATF eTrace submission, a NYS Pistol Permit inquiry and submission to the NYS Gun Clearinghouse for further analysis. NOTE: Agencies must have executed an MOU with ATF for access to an eTrace account, and per the MOU, are NOT to make entries into the ATF eTrace program. The GGUN entry will automatically initiate the eTrace inquiry. NOTE: eTrace access is intended for information access only. Agencies are not to submit any information via the eTrace system.

   b. **Lab Submission for Firearm Analysis**: All recovered crime guns and appropriately related ballistic evidence including recovered casings are to be submitted to your regional crime lab for analysis; to include National Integrated Ballistic Information Network (NIBIN) inquiries. Submissions, including test firing requirements, are to be executed per the requirement of your regional crime lab.

   c. **Crime Analysis Support**: All information related to a crime gun recovery including firearm information, incident information on the seizure, and all subsequent results of the above inquiries including NIBIN results are to be shared with your crime analysis unit and/or regional Crime Analysis Center when the information is received.

3. **Domestic Incident Report Database** - Agencies are required to participate in utilizing the DCJS Domestic Incident Report (DIR) Repository. The repository provides

electronic, cross- agency access to DIRs filed by police departments and sheriff's offices in the 57 counties outside of New York City. This secure database automates information – previously only captured on paper – that will enable law enforcement to more safely respond to domestic incidents, improve the supervision of offenders on parole and probation and enhance the prosecution of domestic violence crimes.

Contact the DCJS Customer Contact Center at cccenter@dcjs.ny.gov, 518-457-5837 or 1- 800-262-3257 for more information and to enroll.

4. **DNA Collection** – Agencies are expected to ensure that all DNA databank collections are being taken in a timely manner and as required by law.

5. **Sex Offender Address Verification** – Agencies are expected to be vigilant in verifying the addresses of all sex offenders assigned to their jurisdictions and promptly report the action taken on *e*JusticeNY.

6. **Sex Offender Photos** – Agencies are expected to be vigilant in ensuring all photos due from sex offenders assigned to their jurisdiction are obtained in a timely manner and promptly uploaded to *e*JusticeNY.

7. **SNUG Data Sharing Requirements –** Jurisdiction's that have a SNUG Street Outreach program are required to adhere to the following data sharing requirements:

   a) Participating police departments will attend monthly meetings, at a minimum, with the SNUG (also known as Neighborhood Violence Prevention Project) program manager or his/her designee and regional crime analysts, or agency crime analyst, to discuss firearm related crime, gang activity, and violence. Meeting frequency may be increased at the discretion of DCJS based on shootings, homicides, and the incidence of violent crime within a jurisdiction.

   b) By the 15th day of each month, participating police departments will provide SNUG personnel with a monthly list of high risk individuals who have been identified as known or suspected gang members, gang leaders who promote gun violence, and candidates most likely to carry guns and/or be involved in shooting incidents. Police agencies may use discretion when it comes to supplying sensitive information regarding these high-risk individuals (i.e. persons involved in active criminal investigations).

   c) By the 7th day of each month, the participating police department will provide DCJS a crime map pinpointing the locations of the prior month's shooting incidents for both the SNUG target area(s) and the entire city. A copy of this map will be sent to the GIVE Program Manager and the Statewide SNUG Director.

   d) Participating police departments will provide DCJS an annual crime map

pinpointing the locations of all shooting incidents which have occurred between July 1 and June 30 of the preceding GIVE contract period for both the SNUG target area(s) and the entire city. This annual crime map will be due on the last day of the month following the expiration date of the contract. A copy of this map will be sent to the GIVE Program Manager and the Statewide SNUG Director.

e) By the 7th day of each month the participating police department will provide DCJS a report detailing a month to month comparison of shootings and homicides for the current calendar year and the two preceding calendar years for the target area(s) and the entire city.

f) Participating police departments will develop written protocols detailing established procedures to notify the SNUG program manager or his/her designee of all shootings and/or homicides within 24 hours of each incident. The written procedures must be submitted to DCJS with the first Quarterly Progress Report.

APPENDIX: *Evidence – Based Policing Resources*

Problem Oriented Policing

"Problem-oriented policing is an approach to policing in which discrete pieces of police business (each consisting of a cluster of similar incidents, whether crime or acts of disorder, that the police are expected to handle) are subject to microscopic examination (drawing on the especially honed skills of crime analysts and the accumulated experience of operating field personnel) in hopes that what is freshly learned about each problem will lead to discovering a new and more effective strategy for dealing with it. Problem-oriented policing places a high value on new responses that are preventive in nature, that are not dependent on the use of the criminal justice system, and that engage other public agencies, the community and the private sector when their involvement has the potential for significantly contributing to the reduction of the problem. Problem-oriented policing carries a commitment to implementing the new strategy, rigorously evaluating its effectiveness, and, subsequently, reporting the results in ways that will benefit other police agencies and that will ultimately contribute to building a body of knowledge that supports the further professionalization of the police."

- Herman Goldstein (2001)

For resources on Problem-Oriented Policing see:

1. Center for Problem-Oriented Policing
2. The Police Society for Problem Based Learning
3. US DOJ COPS
4. POP Reflections
5. Herman Goldstein - Developing POP

Jurisdictions must articulate how they will incorporate procedural justice into their overall strategy. Below is a more detailed explanation of procedural justice followed by specific guidance on how to incorporate procedural justice into strategies.

Procedural Justice

"A substantial body of research tells us that–when those who come into contact with the police feel that they are treated fairly–they are more likely to accept decisions by the authorities, obey the law, and cooperate with law enforcement in the future – even if they disagree with specific outcomes. Clearly, each of us has an opportunity, and a responsibility, to refocus on engagement with the individual communities we serve–by involving our fellow citizens in the process of establishing clear norms of behavior; by setting standards for right and wrong; and, ultimately, by relegating the era of suspicion and distrust to the past."

> *Former Attorney General Eric Holder in his speech to the International Association of Chiefs of Police on October 21, 2013*

Below are some links to journal articles and other publications to assist in creating a thorough understanding of Procedural Justice.

1. US Conference of Mayors Report
2. Procedural Justice for Judges and Courts
3. The Importance of Procedural Justice
4. Procedural Justice | Center for Court Innovation
5. PERF Report
6. Innovation: Racial Reconciliation | National Network for Safe Communities
7. National Initiative for Building Community Trust and Justice
8. 21st Century Policing Task Force Report

Jurisdictions must use more than one of the evidence based strategies listed below when developing a comprehensive strategy to respond to their shooting and homicide problem. All approaches must be formulated based on the four core elements of people, places, alignment, and engagement with the primary goal of the elimination of gun-involved violence. References to additional materials on each of the approaches are included:

Crime Prevention Through Environmental Design (CPTED)

Crime Prevention Through Environmental Design (CPTED) may be a proactive or reactive activity which uses existing aspects of the environment, or modifies the environment, to decrease the likelihood of criminal activity. As a proactive activity, this may occur as new developments are being planned. When reactive, it is likely to be a response to a particular event or series of events. Environmental changes may be modifications to physical structures or vehicular and pedestrian traffic flow. They may entail "target hardening" by modifying access points, installing spot lights or adding video surveillance. It can also involve broader changes to the surrounding environment, such as cleaning up communities, modifying street lighting, fixing broken windows, adding parks and recreation or encouraging outdoor communal social activities. CPTED is an activity that can include a wide variety of law enforcement and community stakeholders. Below is a list of web based resources for a better understanding of CPTED and its institutionalization.

1. U.S. Department of Housing and Urban Development - Creating Defensible Spaces
2. Pop Center - Tools for CPTED
3. NIJ - Crime Prevention Through Environmental Design
4. CPTED Security - Guidelines
5. Robert A. Gardner, CPP - CPTED Overview
6. Seattle Police Department – Neighborhood CPTED Guide

Hot Spots Policing

Hot Spots Policing strategies focus on small geographic areas or locations, usually in urban centers, where crime is concentrated. It is based on the understanding that there are settings with significant clusters of crime that generate a large proportion of the total crime reported in the broader community. The concentration of crime in small places or micro locations (buildings or addresses, street segments, or blocks) allows for focused interventions. These may take a variety of forms. Analysis is necessary to identify the locations and the nature of the crime that characterizes them. Approaches may range from directed patrols and heightened levels of traffic enforcement to aggressive disorder enforcement and problem oriented policing to address the location-specific issues that have been identified through analysis. Below are links to additional

information on Hot Spots Policing.

1. NIJ Hot Spots Policing
2. Practice: Hot Spots Policing - CrimeSolutions.gov
3. The Importance of Legitimacy in Hot Spots Policing
4. Hot Spots Policing | Center for Evidence-Based Crime Policy
5. Dispatch - A Hot Spots Experiment: Sacramento Police Department

Street Outreach Workers

The model relies on the use of culturally appropriate staff that respond to shootings to prevent retaliation and detect and resolve conflicts that are likely to lead to shootings. They develop relationships with high risk individuals who are likely to engage in gun violence and link them with resources such as education and job training. Staff collaborates with neighborhood organizations and other community groups to organize neighborhood events and public education activities that promote a no-shooting message. The strategy aims to change behaviors, attitudes, and social norms directly related to gun violence.1 (See Cure Violence website Cure Violence.

1. http://cureviolence.org/
2. National Gang Center Bulletin
3. National League of Cities

Focused Deterrence

The National Network's intervention model, known formally as a "pulling levers" focused deterrence framework[2], identifies a particular serious crime problem, assembles a partnership of law enforcement, community leaders, and social service providers; conducts research to identify the small number of people driving the vast majority of serious offending; responds to continued offending by activating a variety of sanctions—i.e., "pulling levers"; focuses social services and community resources on offenders; and communicates with them directly and repeatedly to give them a clear moral message from the community that the offending must stop, provide them credible information about the legal consequences for further offending, and offer them help.[3] [4] The model recognizes that offenders, although they engage in behavior damaging to their communities, are also rational, responsible adults governed by formal and informal social norms,

and that they will respond when given the information they need to change their behavior. This approach has resulted in reductions in serious crime in a range of cities nationwide.[5]
For more information on focused deterrence, please review the links below:

1. National Network for Safe Communities_Brochure.pdf
2. National Network for Safe Communities - Pulling Levers
3. https://www.crimesolutions.gov/Practice Profile Details
4. National Network for safe Communities - Group-Violence-Intervention-institutionalization-guide
5. National Network for Safe Communities - Custom-Notifications
6. National Network for Safe Communities - Shooting-Scorecards
7. The National Network for Safe Communities- Racial Reconciliation - Drugs-race-and-common-ground-reflections-on-the-high-point-intervention

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[2] Braga & Weisburd. The Effects of "Pulling Levers."
[3] Kennedy, D. M. (1997). "Pulling Levers: Chronic Offenders, High-Crime Settings, and a Theory of Prevention." Valaparaiso University Law Review, 21: 449-484.
[4] Kennedy, D. M. (2008). Deterrence and Crime Prevention: Reconsidering the Prospect of Sanction. London: RoutledgePress.
[5] Braga & Weisburd. The Effects of "Pulling Levers."

Aggravated Assault

The six jurisdictions (Broome, Chautauqua, Rensselaer, Rockland,and Ulster counties and the City of Middletown in Orange County) are required to focus on aggravated assaults may use the below resources to respond to the problems underlying aggravated assaults (as defined by FBI Uniform Crime Reporting guidelines). Should it be determined that the other evidence based approaches will appropriately address the underlying aggravated assault problem they may also be considered.

1. POP in Violent Crime Places
2. DCJS Youth Violence Reduction Strategy
3. Australian Institute of Criminology
4. POP and Domestic Violence
5. Intimate Partner Violence Intervention
6. Domestic Violence High Risk Team

APPENDIX: *GIVE 2018-2019 Institutionalization Plan Evaluation Criteria*

The following criteria should be utilized as a guide to formulate your jurisdiction's GIVE Institutionalization Plan and responses. Applicants' submissions will be evaluated based on the inclusion of the following components:

See Required Narrative Responses: Section a) – Scanning/Analysis (50 Total Points)

1. Did the jurisdiction utilize the Problem-Oriented Policing framework in developing its jurisdictional assessment?

2. Does the jurisdiction provide an adequate assessment of the underlying factors that contribute to the majority of shootings and homicides, or aggravated assaults where applicable, within their jurisdiction?

3. Was this assessment performed with the assistance of the Crime Analysis Center or Crime Analyst?

4. Did the applicant summarize the analysis of their shootings and homicides, or aggravated assaults where applicable?

5. Did the applicant identify patterns, trends, and locations of shootings and homicides, or aggravated assaults where applicable?

6. Did the applicant utilize DCJS crime statistics, along with their own crime analysis, using at least three years of shooting and homicide data, or aggravated assault data where applicable ?

7. Did the applicant address any changes noted in the patterns, trends, locations, and top offenders of their shootings and homicides, or aggravated assaults where applicable, during the initial GIVE cycle?

8. Did the applicant describe the criteria used to develop a list of "top offenders"?

9. Did the applicant summarize how they plan to develop and monitor a "top offender" list?

10. Did the applicant provide a summary of the criteria used to develop a list of "hot spots"?

11. Did the applicant identify specific geographic locations in the jurisdiction where hot-spots enforcement and preventive activities will be concentrated (i.e. GIVE zones)?

12. Did the applicant summarize how they plan to develop and monitor a list of "hot spots"?

13. Did the applicant demonstrate how they plan to use information learned from hot-spot policing technical assistance offerings in their identification of hot-spot location(s) in their jurisdiction?

14. Did the jurisdiction name other programs and resources that currently exist that are used to reduce shootings and homicides and how their GIVE strategy will align with these programs?

15. Does the application describe how the applicant plans to coordinate resources and prevention efforts with state agencies such as DOCCS and the New York State Police?

16. Does the application adequately address the information requested and include the required components established through the RFA?

See Required Narrative Responses: Section b) – Response/Strategy Development (25 Total Points)

1. Is the strategy based on the results of the problem analysis identified during the scanning/analysis phase?

2. Is the strategy based on the data obtained through crime analysis?

3. Is the overall GIVE strategy comprehensive in nature and based on the Problem-Oriented Policing SARA methodology?

4. Does the strategy clearly define the role that each funded agency will play in the jurisdiction's GIVE strategy?

5. Does the strategy clearly define how procedural justice will be incorporated into each aspect of their overall GIVE strategy?

6. Does the strategy include an element of how the agency will address "top offenders"?

7. Does the strategy indicate a plan for addressing "hot spots" within the jurisdiction?

8. Did the agency state a plan for aligning existing programs and resources into their proposed strategy?

9. Does the strategy ensure coordination and alignment with other violence-prevention efforts in the community?

10. Does the strategy articulate the way the agency will obtain active engagement with key stake-holders, the community, and other law enforcement agencies?

11. Does the strategy provide for the ongoing use of timely and relevant crime data?

12. Does the strategy articulate the enhanced integration of the Crime Analysis Center and/or Crime Analysts?

13. Is the applicant's plan to eliminate shootings and homicides, or aggravated assaults where applicable, multifaceted, employing multiple evidence based strategies?

14. Does the applicant clearly articulate how they will develop a plan that will be provided to DCJS on the institutionalization of the strategy?

15. Does the application adequately address the information requested and include the required components established through the RFA?

See Required Narrative Responses: Section c) – Assessment/Performance Measures (5 Total Points)

1. Does the applicant include a plan for the continued monitoring and evaluation of shootings and homicides?

2. Does the applicant include a plan for measuring the institutionalization of the strategy?

3. Does the applicant include quantified performance measures to monitor the effectiveness of the planned strategy?

4. Does the applicant include a plan for assessing the effectiveness of the strategy?

5. Does the applicant provide detailed measurements, other than crime statistics, to measure the effectiveness of the strategy?

6. Does the response address the requirements in the request for application?

See GIVE Initiative Budget Worksheet and Budget Narrative (20 Points)

1. Did the applicant comply with the funding restrictions set forth in this RFA?

2. Did each agency within the eligible jurisdiction complete the individual agency budget section on the combined county budget worksheet for the 12-month budget cycle?

3. Are budget lines directly related to program institutionalization and sufficiently justified?

4. Is there a clear relationship between the budgeted items and resource requirements identified in the applicant's GIVE strategy?

5. Are the roles of budgeted personnel well defined and essential to the applicant's strategy to reduce shootings and homicides?

6. Is the time allotment specified for proposed personnel commensurate with the amount of funding requested for that position?

7. Are non-personnel service items essential and directly related to the strategy?

8. Are budgeted amounts reasonable and calculated based on adequate supporting detail (e.g., number of hours worked, hourly rates, percent-of-effort (FTEs), fringe rates, unit costs, etc.)?

9. Is there sufficient detail with regard to requests for overtime to conduct operations?

10. Are all requested items allowable costs for this RFA?

Shooting Related Violence
GIVE Eligible Jurisdictions
Ranked by Shooting Incidents Involving Injury
January 2015 - November 2017

Jurisdiction	Shooting Incidents Involving Injury	Individuals Killed by Gun Violence	Homicides	Violent Crimes Involving a Firearm
Buffalo City PD	653	103	123	2,599
Rochester City PD	492	64	100	1,889
Syracuse City PD	345	48	67	674
Suffolk County PD	204	36	76	1,148
Newburgh City PD	95	12	16	299
Middletown City PD	5	1	3	62
Orange County Total	**100**	**13**	**19**	**361**
Yonkers City PD	95	9	20	435
Mount Vernon City PD	70	14	19	297
Westchester County Total	**165**	**23**	**39**	**732**
Albany City PD	95	8	14	308
Nassau County PD	79	16	35	542
Hempstead Vg PD	64	10	17	221
Nassau County Total	**143**	**26**	**52**	**763**
Utica City PD	66	6	12	259
Niagara Falls City PD	55	5	9	381
Schenectady City PD	53	11	19	297
Poughkeepsie City PD	40	4	7	124
Troy City PD	30	4	14	249
Binghamton City PD	20	6	12	130
Jamestown City PD	13	3	7	81
Kingston City PD	6	0	1	29
Spring Valley Vg PD	1	0	2	29

Source: DCJS, Uniform Crime reporting System
Data as of 01/02/2018

Shooting Incidents Involving Injury
By GIVE Jurisdiction

As of 12/11/2017

	2008	2009	2010	2011	2012	2013	2014	2015	2016	Jan - Nov 2017
Buffalo City PD	220	261	220	229	217	171	205	204	262	187
Rochester City PD	157	126	155	131	194	192	168	191	156	145
Syracuse City PD	93	73	80	86	78	74	94	113	128	104
Suffolk County PD	93	84	81	77	53	57	65	74	72	58
Newburgh City PD	12	19	30	28	36	36	42	43	38	14
Middletown City PD	N/A	1	4	3	6	0	0	0	3	2
Orange County Total	**12**	**20**	**34**	**31**	**42**	**36**	**42**	**43**	**41**	**16**
Yonkers City PD	39	43	31	21	8	12	27	34	35	26
Mount Vernon City PD	30	15	15	25	31	12	16	22	25	23
Westchester County Total	**69**	**58**	**46**	**46**	**39**	**24**	**43**	**56**	**60**	**49**
Nassau County PD	79	61	59	41	39	34	33	28	32	19
Hempstead Vg PD	29	36	38	23	37	37	27	16	32	16
Nassau County Total	**108**	**97**	**97**	**64**	**76**	**71**	**60**	**44**	**64**	**35**
Albany City PD	44	27	37	44	27	33	34	31	27	37
Utica City PD	19	13	12	11	9	21	24	22	21	23
Niagara Falls City PD	16	13	18	22	25	20	29	15	19	21
Poughkeepsie City PD	22	17	15	17	13	32	13	15	17	8
Schenectady City PD	20	15	24	21	21	15	15	24	18	11
Jamestown City PD	1	0	1	1	0	1	2	3	7	3
Troy City PD	2	9	14	10	11	7	11	13	7	10
Binghamton City PD	1	6	11	2	8	2	6	5	5	10
Kingston City PD	4	5	6	5	1	2	2	2	2	2
Spring Valley Vg PD	0	2	0	0	1	0	1	0	0	1

Source: DCJS, Office of Justice Research and Performance

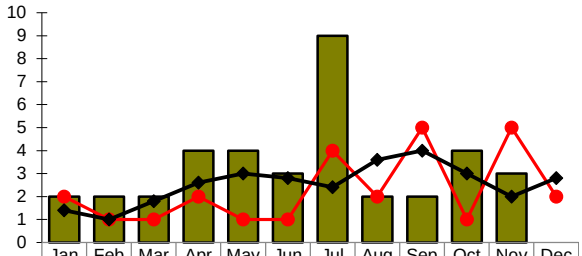
Albany City PD

January - November 2017 vs. 2016

As of 12/11/2017

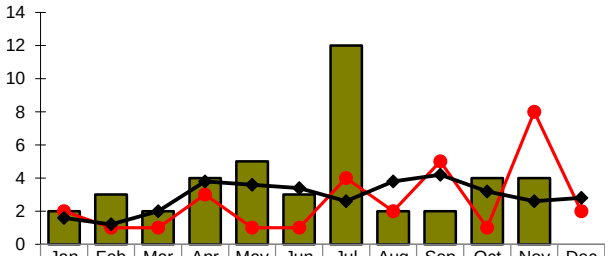
	5 Year Average YTD (2012-2016)	2016 YTD	2017 YTD	% Change 16 vs. 17	% Change 5 Yr. Avg vs. 2017
Shooting Incidents Involving Injury	28	25	37	48.0%	34.1%
Shooting Victims (Persons Hit)	32	29	43	48.3%	34.4%
Individuals Killed by Gun Violence	3	1	3		

Shooting Incidents Involving Injury



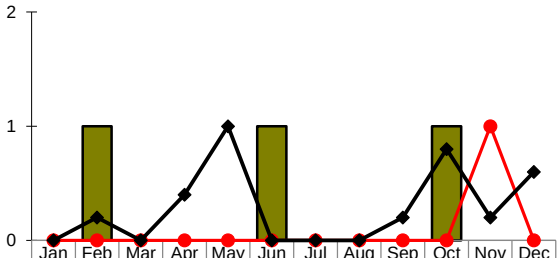
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2017	2	2	2	4	4	3	9	2	2	4	3	
2016	2	1	1	2	1	1	4	2	5	1	5	2
5 Year Avg (2012-2016)	1	1	2	3	3	3	2	4	4	3	2	3

Shooting Victims (Persons Hit)



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2017	2	3	2	4	5	3	12	2	2	4	4	
2016	2	1	1	3	1	1	4	2	5	1	8	2
5 Year Avg (2012-2016)	2	1	2	4	4	3	3	4	4	3	3	3

Individuals Killed by Gun Violence



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2017	0	1	0	0	0	1	0	0	0	1	0	
2016	0	0	0	0	0	0	0	0	0	0	1	0
5 Year Avg (2012-2016)	0	0	0	0	1	0	0	0	0	1	0	1

Current year data is preliminary and subject to change.

NOTE: Percentage change is not calculated when counts are fewer than 10 and the 5-year Averages are rounded to the nearest whole number.

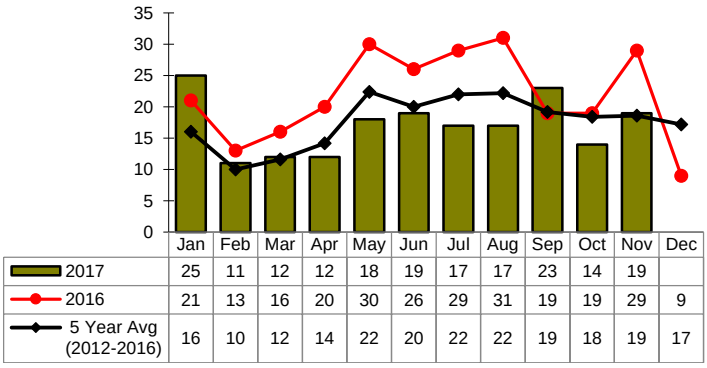
Buffalo City PD

January - November 2017 vs. 2016

As of 12/11/2017

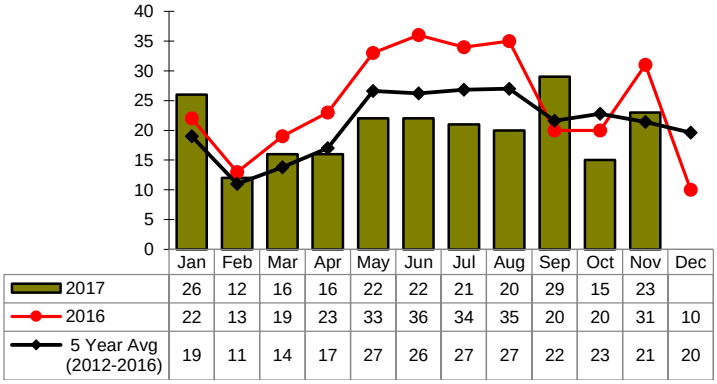
	5 Year Average YTD (2012-2016)	2016 YTD	2017 YTD	% Change 16 vs. 17	% Change 5 Yr. Avg vs. 2017
Shooting Incidents Involving Injury	195	253	187	-26.1%	-3.9%
Shooting Victims (Persons Hit)	233	286	222	-22.4%	-4.8%
Individuals Killed by Gun Violence	34	35	33	-5.7%	-3.5%

Shooting Incidents Involving Injury



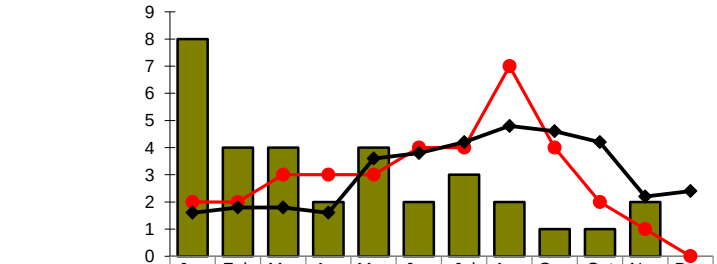
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2017	25	11	12	12	18	19	17	17	23	14	19	
2016	21	13	16	20	30	26	29	31	19	19	29	9
5 Year Avg (2012-2016)	16	10	12	14	22	20	22	22	19	18	19	17

Shooting Victims (Persons Hit)



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2017	26	12	16	16	22	22	21	20	29	15	23	
2016	22	13	19	23	33	36	34	35	20	20	31	10
5 Year Avg (2012-2016)	19	11	14	17	27	26	27	27	22	23	21	20

Individuals Killed by Gun Violence



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2017	8	4	4	2	4	2	3	2	1	1	2	
2016	2	2	3	3	3	4	4	7	4	2	1	0
5 Year Avg (2012-2016)	2	2	2	2	4	4	4	5	5	4	2	2

Current year data is preliminary and subject to change.

NOTE: Percentage change is not calculated when counts are fewer than 10 and the 5-year Averages are rounded to the nearest whole number.

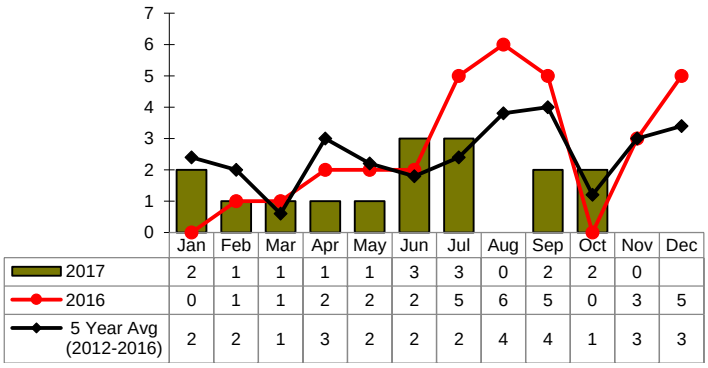
Hempstead Village PD

January - November 2017 vs. 2016

As of 12/11/2017

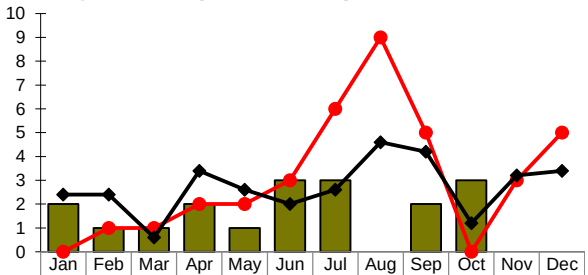
	5 Year Average YTD (2012-2016)	2016 YTD	2017 YTD	% Change 16 vs. 17	% Change 5 Yr. Avg vs. 2017
Shooting Incidents Involving Injury	26	27	16	-40.7%	-39.4%
Shooting Victims (Persons Hit)	29	32	18	-43.8%	-38.4%
Individuals Killed by Gun Violence	5	3	1		

Shooting Incidents Involving Injury



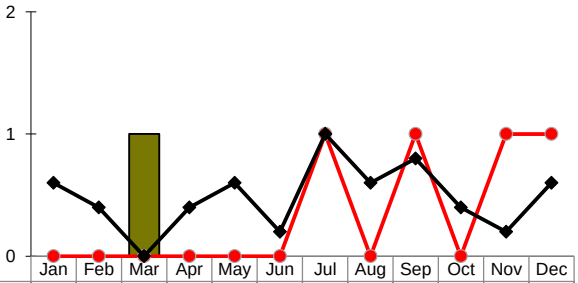
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2017	2	1	1	1	1	3	3	0	2	2	0	
2016	0	1	1	2	2	2	5	6	5	0	3	5
5 Year Avg (2012-2016)	2	2	1	3	2	2	2	4	4	1	3	3

Shooting Victims (Persons Hit)



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2017	2	1	1	2	1	3	3	0	2	3	0	
2016	0	1	1	2	2	3	6	9	5	0	3	5
5 Year Avg (2012-2016)	2	2	1	3	3	2	3	5	4	1	3	3

Individuals Killed by Gun Violence



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2017	0	0	1	0	0	0	0	0	0	0	0	
2016	0	0	0	0	0	0	1	0	1	0	1	1
5 Year Avg (2012-2016)	1	0	0	0	1	0	1	1	1	0	0	1

Current year data is preliminary and subject to change.

NOTE: Percentage change is not calculated when counts are fewer than 10 and the 5-year Averages are rounded to the nearest whole number.

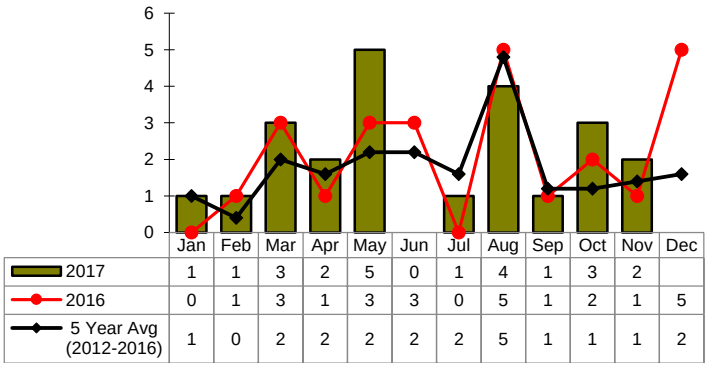
Mount Vernon City PD

January - November 2017 vs. 2016

As of 12/11/2017

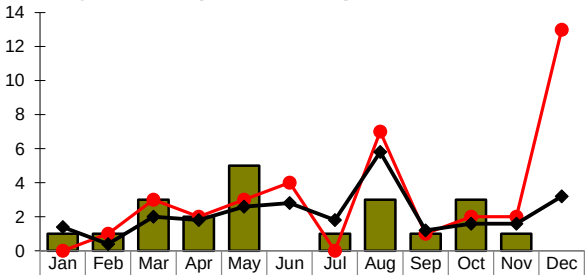
	5 Year Average YTD (2012-2016)	2016 YTD	2017 YTD	% Change 16 vs. 17	% Change 5 Yr. Avg vs. 2017
Shooting Incidents Involving Injury	20	20	23	15.0%	17.3%
Shooting Victims (Persons Hit)	23	25	21	-16.0%	-8.7%
Individuals Killed by Gun Violence	4	6	4		

Shooting Incidents Involving Injury



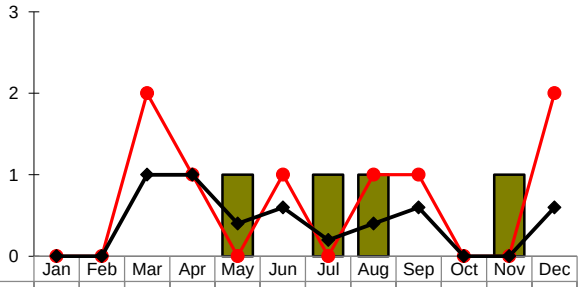
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2017	1	1	3	2	5	0	1	4	1	3	2	
2016	0	1	3	1	3	3	0	5	1	2	1	5
5 Year Avg (2012-2016)	1	0	2	2	2	2	2	5	1	1	1	2

Shooting Victims (Persons Hit)



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2017	1	1	3	2	5	0	1	3	1	3	1	
2016	0	1	3	2	3	4	0	7	1	2	2	13
5 Year Avg (2012-2016)	1	0	2	2	3	3	2	6	1	2	2	3

Individuals Killed by Gun Violence



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2017	0	0	0	0	1	0	1	1	0	0	1	
2016	0	0	2	1	0	1	0	1	1	0	0	2
5 Year Avg (2012-2016)	0	0	1	1	0	1	0	0	1	0	0	1

Current year data is preliminary and subject to change.

NOTE: Percentage change is not calculated when counts are fewer than 10 and the 5-year Averages are rounded to the nearest whole number.

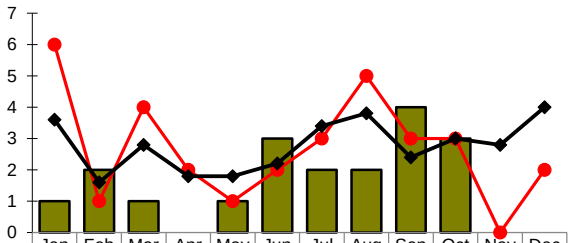
Nassau County PD

January - November 2017 vs. 2016

As of 12/11/2017

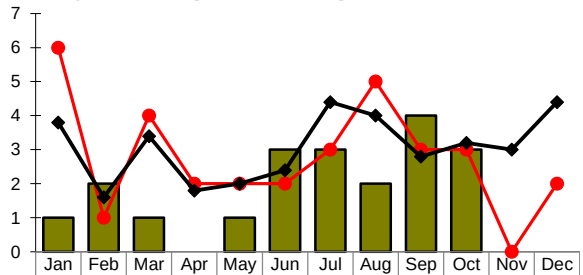
	5 Year Average YTD (2012-2016)	2016 YTD	2017 YTD	% Change 16 vs. 17	% Change 5 Yr. Avg vs. 2017
Shooting Incidents Involving Injury	29	30	19	-36.7%	-34.9%
Shooting Victims (Persons Hit)	32	31	20	-35.5%	-38.3%
Individuals Killed by Gun Violence	6	5	2		

Shooting Incidents Involving Injury



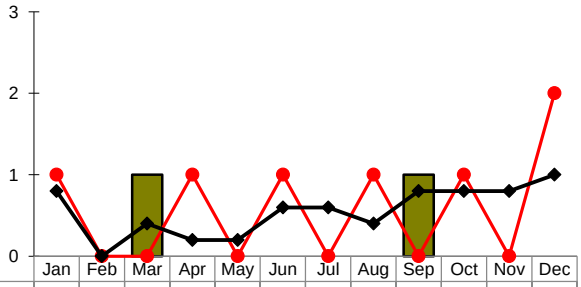
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2017	1	2	1	0	1	3	2	2	4	3	0	
2016	6	1	4	2	1	2	3	5	3	3	0	2
5 Year Avg (2012-2016)	4	2	3	2	2	2	3	4	2	3	3	4

Shooting Victims (Persons Hit)



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2017	1	2	1	0	1	3	3	2	4	3	0	
2016	6	1	4	2	2	2	3	5	3	3	0	2
5 Year Avg (2012-2016)	4	2	3	2	2	2	4	4	3	3	3	4

Individuals Killed by Gun Violence



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2017	0	0	1	0	0	0	0	0	1	0	0	
2016	1	0	0	1	0	1	0	1	0	1	0	2
5 Year Avg (2012-2016)	1	0	0	0	0	1	1	0	1	1	1	1

Current year data is preliminary and subject to change.

NOTE: Percentage change is not calculated when counts are fewer than 10 and the 5-year Averages are rounded to the nearest whole number.

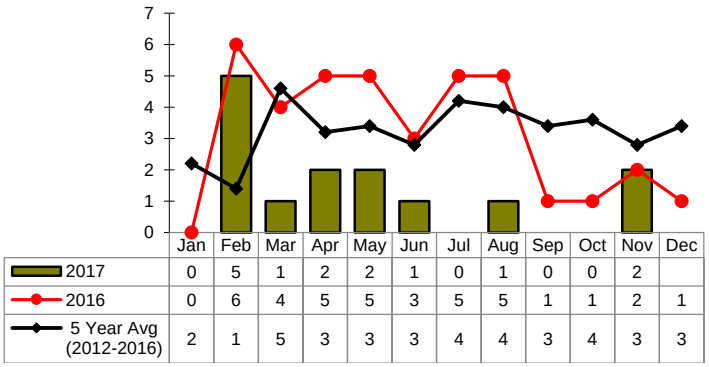
Newburgh City PD

January - November 2017 vs. 2016

As of 12/11/2017

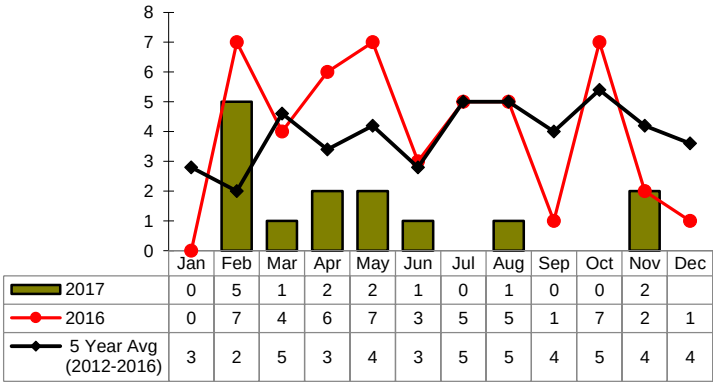
	5 Year Average YTD (2012-2016)	2016 YTD	2017 YTD	% Change 16 vs. 17	% Change 5 Yr. Avg vs. 2017
Shooting Incidents Involving Injury	36	37	14	-62.2%	-60.7%
Shooting Victims (Persons Hit)	43	47	17	-63.8%	-60.8%
Individuals Killed by Gun Violence	3	5	4		

Shooting Incidents Involving Injury



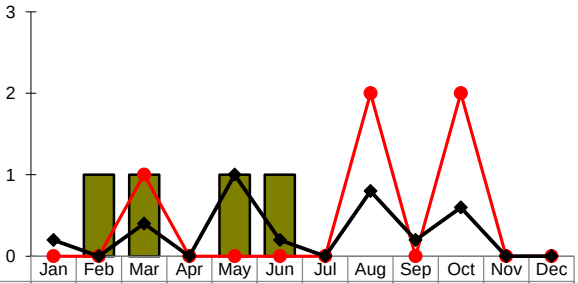
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2017	0	5	1	2	2	1	0	1	0	0	2	
2016	0	6	4	5	5	3	5	5	1	1	2	1
5 Year Avg (2012-2016)	2	1	5	3	3	3	4	4	3	4	3	3

Shooting Victims (Persons Hit)



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2017	0	5	1	2	2	1	0	1	0	0	2	
2016	0	7	4	6	7	3	5	5	1	7	2	1
5 Year Avg (2012-2016)	3	2	5	3	4	3	5	5	4	5	4	4

Individuals Killed by Gun Violence



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2017	0	1	1	0	1	1	0	0	0	0	0	
2016	0	0	1	0	0	0	0	2	0	2	0	0
5 Year Avg (2012-2016)	0	0	0	0	1	0	0	1	0	1	0	0

Current year data is preliminary and subject to change.

NOTE: Percentage change is not calculated when counts are fewer than 10 and the 5-year Averages are rounded to the nearest whole number.

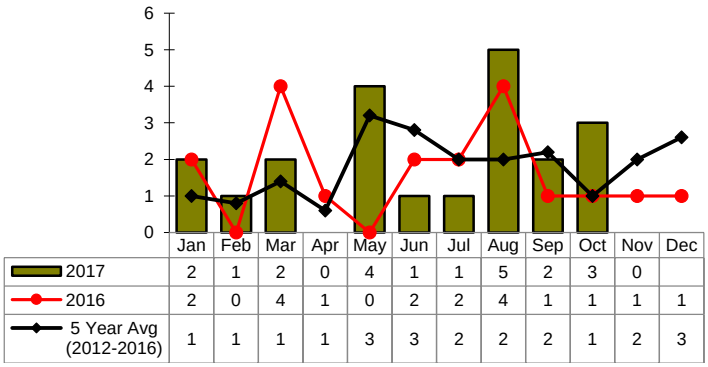
Niagara Falls City PD

January - November 2017 vs. 2016

As of 12/11/2017

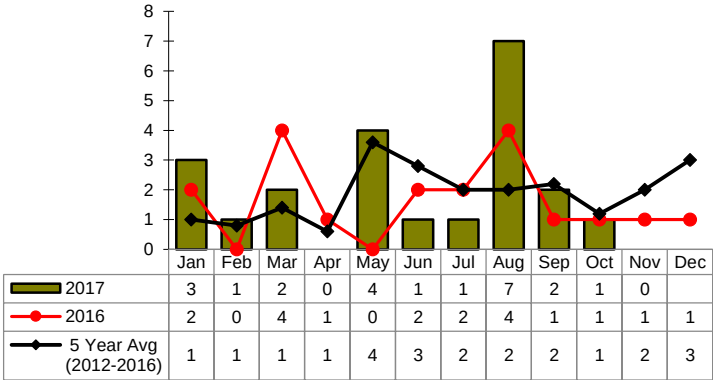
	5 Year Average YTD (2012-2016)	2016 YTD	2017 YTD	% Change 16 vs. 17	% Change 5 Yr. Avg vs. 2017
Shooting Incidents Involving Injury	19	18	21	16.7%	10.5%
Shooting Victims (Persons Hit)	20	18	22	22.2%	12.2%
Individuals Killed by Gun Violence	2	1	2		

Shooting Incidents Involving Injury



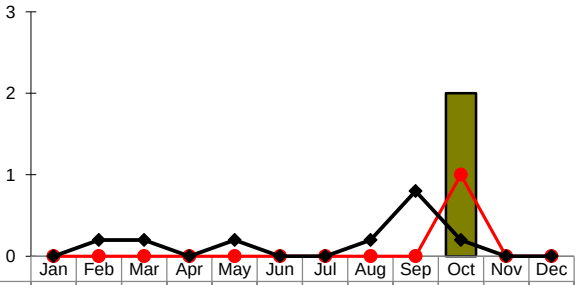
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2017	2	1	2	0	4	1	1	5	2	3	0	
2016	2	0	4	1	0	2	2	4	1	1	1	1
5 Year Avg (2012-2016)	1	1	1	1	3	3	2	2	2	1	2	3

Shooting Victims (Persons Hit)



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2017	3	1	2	0	4	1	1	7	2	1	0	
2016	2	0	4	1	0	2	2	4	1	1	1	1
5 Year Avg (2012-2016)	1	1	1	1	4	3	2	2	2	1	2	3

Individuals Killed by Gun Violence



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2017	0	0	0	0	0	0	0	0	0	2	0	
2016	0	0	0	0	0	0	0	0	0	1	0	0
5 Year Avg (2012-2016)	0	0	0	0	0	0	0	0	1	0	0	0

Current year data is preliminary and subject to change.

NOTE: Percentage change is not calculated when counts are fewer than 10 and the 5-year Averages are rounded to the nearest whole number.

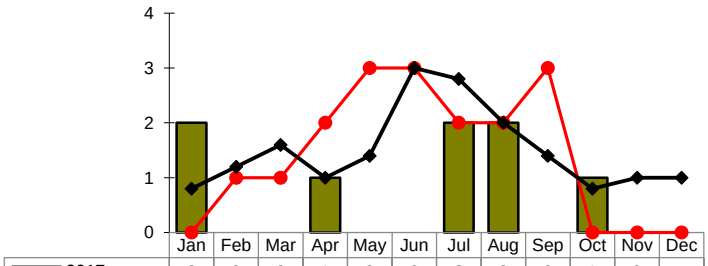
Poughkeepsie City PD

January - November 2017 vs. 2016

As of 12/11/2017

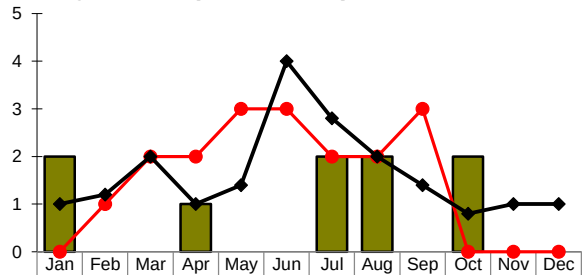
	5 Year Average YTD (2012-2016)	2016 YTD	2017 YTD	% Change 16 vs. 17	% Change 5 Yr. Avg vs. 2017
Shooting Incidents Involving Injury	17	17	8		
Shooting Victims (Persons Hit)	19	18	9		
Individuals Killed by Gun Violence	2	2	0		

Shooting Incidents Involving Injury



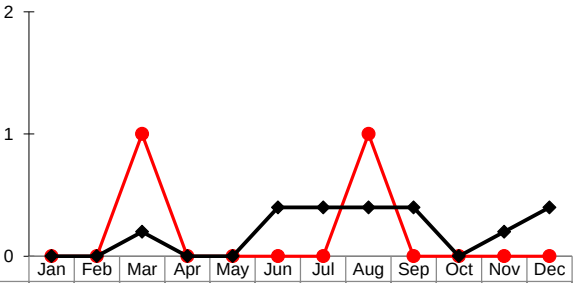
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2017	2	0	0	1	0	0	2	2	0	1	0	
2016	0	1	1	2	3	3	2	2	3	0	0	0
5 Year Avg (2012-2016)	1	1	2	1	1	3	3	2	1	1	1	1

Shooting Victims (Persons Hit)



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2017	2	0	0	1	0	0	2	2	0	2	0	
2016	0	1	2	2	3	3	2	2	3	0	0	0
5 Year Avg (2012-2016)	1	1	2	1	1	4	3	2	1	1	1	1

Individuals Killed by Gun Violence



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2017	0	0	0	0	0	0	0	0	0	0	0	
2016	0	0	1	0	0	0	0	1	0	0	0	0
5 Year Avg (2012-2016)	0	0	0	0	0	0	0	0	0	0	0	0

Current year data is preliminary and subject to change.

NOTE: Percentage change is not calculated when counts are fewer than 10 and the 5-year Averages are rounded to the nearest whole number.

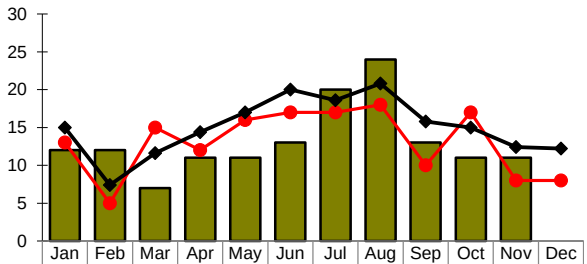
Rochester City PD

January - November 2017 vs. 2016

As of 12/11/2017

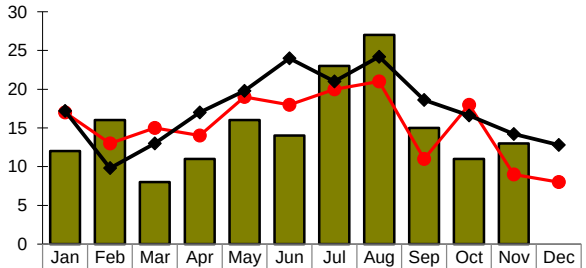
	5 Year Average YTD (2012-2016)	2016 YTD	2017 YTD	% Change 16 vs. 17	% Change 5 Yr. Avg vs. 2017
Shooting Incidents Involving Injury	168	148	145	-2.0%	-13.7%
Shooting Victims (Persons Hit)	195	175	166	-5.1%	-15.0%
Individuals Killed by Gun Violence	25	24	12	-50.0%	-51.6%

Shooting Incidents Involving Injury



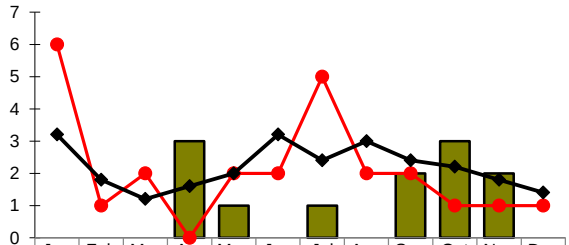
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2017	12	12	7	11	11	13	20	24	13	11	11	
2016	13	5	15	12	16	17	17	18	10	17	8	8
5 Year Avg (2012-2016)	15	7	12	14	17	20	19	21	16	15	12	12

Shooting Victims (Persons Hit)



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2017	12	16	8	11	16	14	23	27	15	11	13	
2016	17	13	15	14	19	18	20	21	11	18	9	8
5 Year Avg (2012-2016)	17	10	13	17	20	24	21	24	19	17	14	13

Individuals Killed by Gun Violence



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2017	0	0	0	3	1	0	1	0	2	3	2	
2016	6	1	2	0	2	2	5	2	2	1	1	1
5 Year Avg (2012-2016)	3	2	1	2	2	3	2	3	2	2	2	1

Current year data is preliminary and subject to change.

NOTE: Percentage change is not calculated when counts are fewer than 10 and the 5-year Averages are rounded to the nearest whole number.

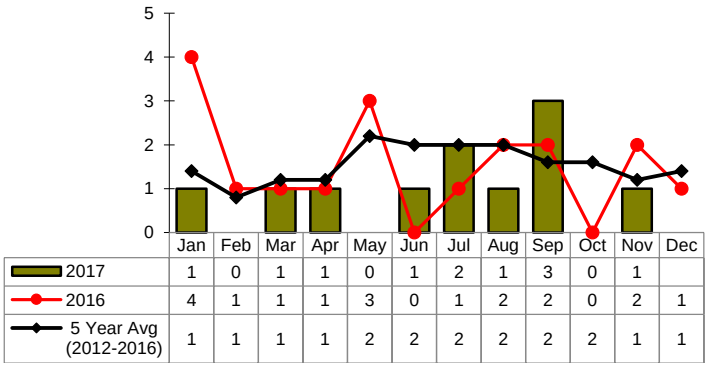
Schenectady City PD

January - November 2017 vs. 2016

As of 12/11/2017

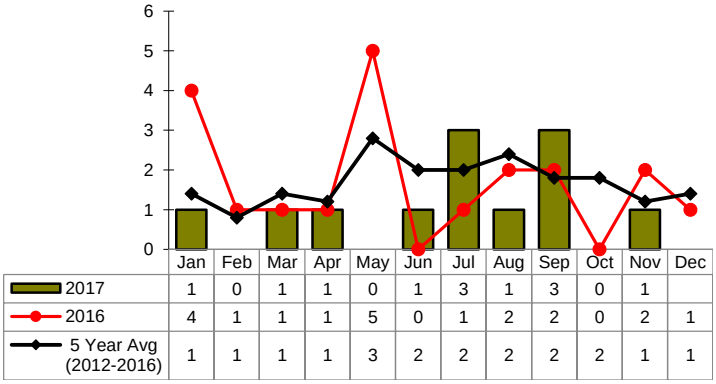
	5 Year Average YTD (2012-2016)	2016 YTD	2017 YTD	% Change 16 vs. 17	% Change 5 Yr. Avg vs. 2017
Shooting Incidents Involving Injury	17	17	11	-35.3%	-36.0%
Shooting Victims (Persons Hit)	19	19	12	-36.8%	-36.2%
Individuals Killed by Gun Violence	3	6	1		

Shooting Incidents Involving Injury



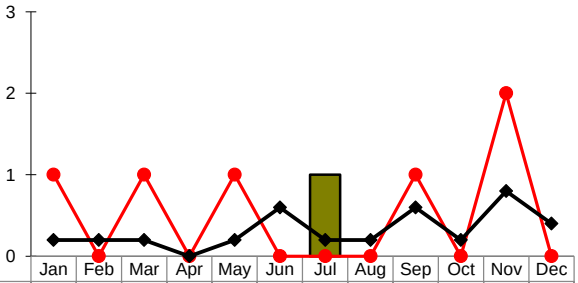
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2017	1	0	1	1	0	1	2	1	3	0	1	
2016	4	1	1	1	3	0	1	2	2	0	2	1
5 Year Avg (2012-2016)	1	1	1	1	2	2	2	2	2	2	1	1

Shooting Victims (Persons Hit)



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2017	1	0	1	1	0	1	3	1	3	0	1	
2016	4	1	1	1	5	0	1	2	2	0	2	1
5 Year Avg (2012-2016)	1	1	1	1	3	2	2	2	2	2	1	1

Individuals Killed by Gun Violence



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2017	0	0	0	0	0	0	1	0	0	0	0	
2016	1	0	1	0	1	0	0	0	1	0	2	0
5 Year Avg (2012-2016)	0	0	0	0	0	1	0	0	1	0	1	0

Current year data is preliminary and subject to change.

NOTE: Percentage change is not calculated when counts are fewer than 10 and the 5-year Averages are rounded to the nearest whole number.

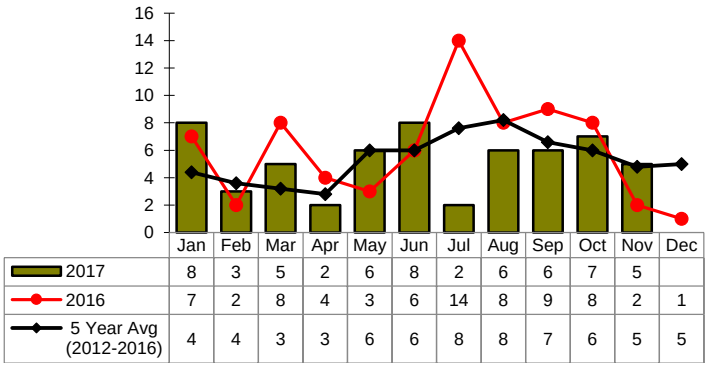
Suffolk County PD

January - November 2017 vs. 2016

As of 12/11/2017

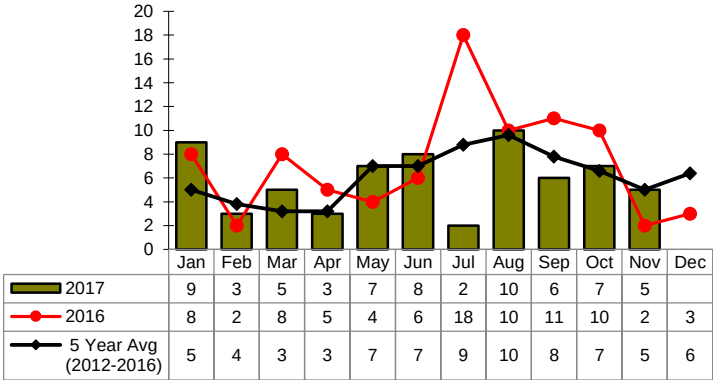
	5 Year Average YTD (2012-2016)	2016 YTD	2017 YTD	% Change 16 vs. 17	% Change 5 Yr. Avg vs. 2017
Shooting Incidents Involving Injury	59	71	58	-18.3%	-2.0%
Shooting Victims (Persons Hit)	67	84	65	-22.6%	-3.0%
Individuals Killed by Gun Violence	12	13	6		

Shooting Incidents Involving Injury



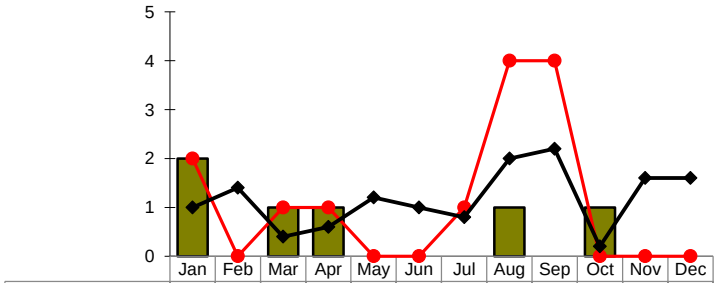
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2017	8	3	5	2	6	8	2	6	6	7	5	
2016	7	2	8	4	3	6	14	8	9	8	2	1
5 Year Avg (2012-2016)	4	4	3	3	6	6	8	8	7	6	5	5

Shooting Victims (Persons Hit)



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2017	9	3	5	3	7	8	2	10	6	7	5	
2016	8	2	8	5	4	6	18	10	11	10	2	3
5 Year Avg (2012-2016)	5	4	3	3	7	7	9	10	8	7	5	6

Individuals Killed by Gun Violence



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2017	2	0	1	1	0	0	0	1	0	1	0	
2016	2	0	1	1	0	0	1	4	4	0	0	0
5 Year Avg (2012-2016)	1	1	0	1	1	1	1	2	2	0	2	2

Current year data is preliminary and subject to change.

NOTE: Percentage change is not calculated when counts are fewer than 10 and the 5-year Averages are rounded to the nearest whole number.

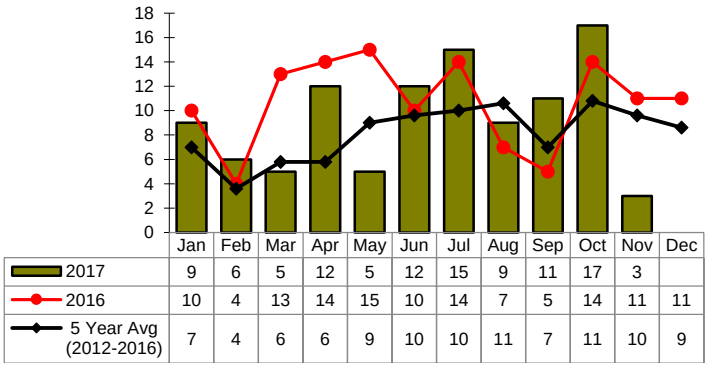
Syracuse City PD

January - November 2017 vs. 2016

As of 12/11/2017

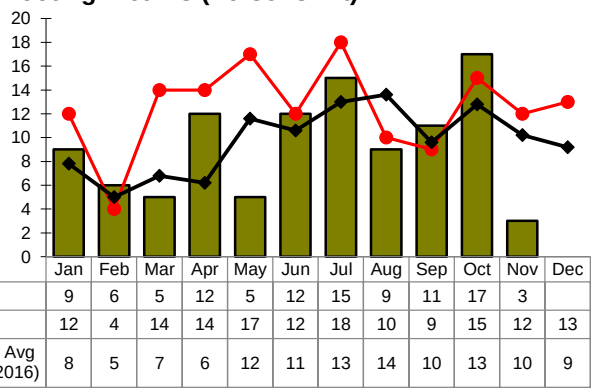
	5 Year Average YTD (2012-2016)	2016 YTD	2017 YTD	% Change 16 vs. 17	% Change 5 Yr. Avg vs. 2017
Shooting Incidents Involving Injury	89	117	104	-11.1%	17.1%
Shooting Victims (Persons Hit)	107	137	120	-12.4%	11.9%
Individuals Killed by Gun Violence	13	17	14	-17.6%	4.5%

Shooting Incidents Involving Injury



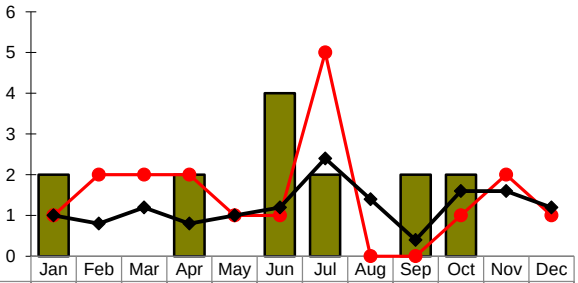
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2017	9	6	5	12	5	12	15	9	11	17	3	
2016	10	4	13	14	15	10	14	7	5	14	11	11
5 Year Avg (2012-2016)	7	4	6	6	9	10	10	11	7	11	10	9

Shooting Victims (Persons Hit)



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2017	9	6	5	12	5	12	15	9	11	17	3	
2016	12	4	14	14	17	12	18	10	9	15	12	13
5 Year Avg (2012-2016)	8	5	7	6	12	11	13	14	10	13	10	9

Individuals Killed by Gun Violence



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2017	2	0	0	2	0	4	2	0	2	2	0	
2016	1	2	2	2	1	1	5	0	0	1	2	1
5 Year Avg (2012-2016)	1	1	1	1	1	1	2	1	0	2	2	1

Current year data is preliminary and subject to change.

NOTE: Percentage change is not calculated when counts are fewer than 10 and the 5-year Averages are rounded to the nearest whole number.

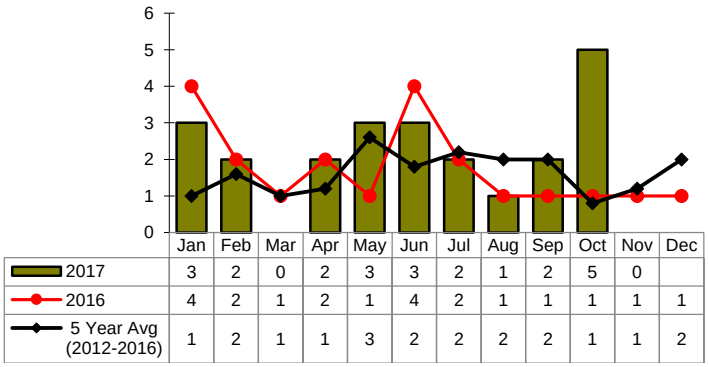
Utica City PD

January - November 2017 vs. 2016

As of 12/11/2017

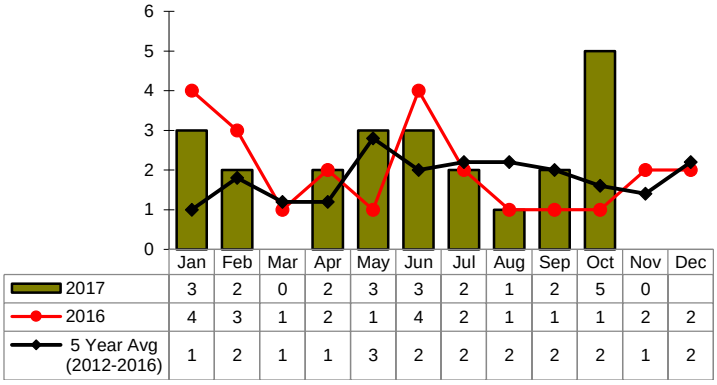
	5 Year Average YTD (2012-2016)	2016 YTD	2017 YTD	% Change 16 vs. 17	% Change 5 Yr. Avg vs. 2017
Shooting Incidents Involving Injury	17	20	23	15.0%	32.2%
Shooting Victims (Persons Hit)	19	22	23	4.5%	18.6%
Individuals Killed by Gun Violence	2	4	2		

Shooting Incidents Involving Injury



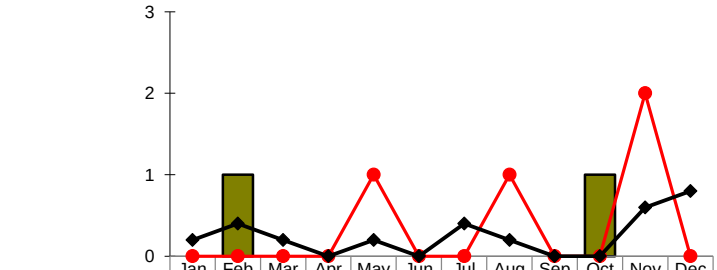
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2017	3	2	0	2	3	3	2	1	2	5	0	
2016	4	2	1	2	1	4	2	1	1	1	1	1
5 Year Avg (2012-2016)	1	2	1	1	3	2	2	2	2	1	1	2

Shooting Victims (Persons Hit)



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2017	3	2	0	2	3	3	2	1	2	5	0	
2016	4	3	1	2	1	4	2	1	1	1	2	2
5 Year Avg (2012-2016)	1	2	1	1	3	2	2	2	2	2	1	2

Individuals Killed by Gun Violence



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2017	0	1	0	0	0	0	0	0	0	1	0	
2016	0	0	0	0	1	0	0	1	0	0	2	0
5 Year Avg (2012-2016)	0	0	0	0	0	0	0	0	0	0	1	1

Current year data is preliminary and subject to change.

NOTE: Percentage change is not calculated when counts are fewer than 10 and the 5-year Averages are rounded to the nearest whole number.

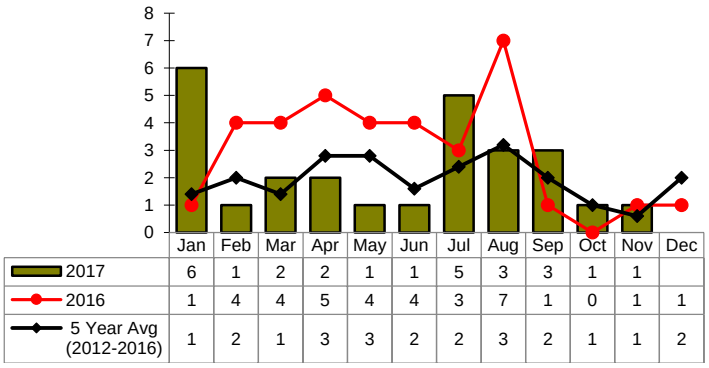
Yonkers City PD

January - November 2017 vs. 2016

As of 12/11/2017

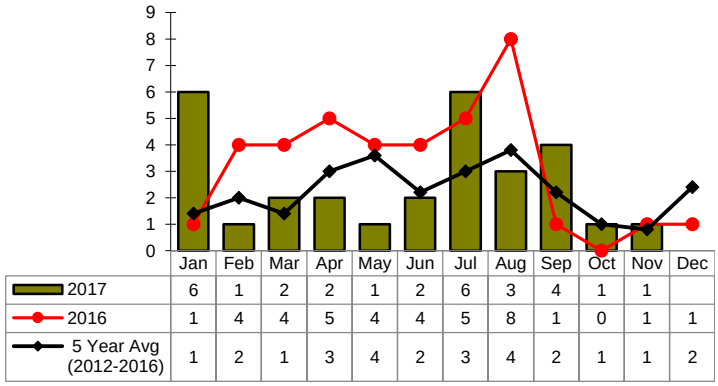
	5 Year Average YTD (2012-2016)	2016 YTD	2017 YTD	% Change 16 vs. 17	% Change 5 Yr. Avg vs. 2017
Shooting Incidents Involving Injury	21	34	26	-23.5%	22.6%
Shooting Victims (Persons Hit)	24	37	29	-21.6%	18.9%
Individuals Killed by Gun Violence	2	3	4		

Shooting Incidents Involving Injury



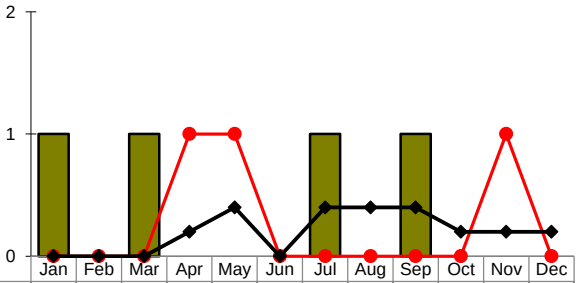
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2017	6	1	2	2	1	1	5	3	3	1	1	
2016	1	4	4	5	4	4	3	7	1	0	1	1
5 Year Avg (2012-2016)	1	2	1	3	3	2	2	3	2	1	1	2

Shooting Victims (Persons Hit)



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2017	6	1	2	2	1	2	6	3	4	1	1	
2016	1	4	4	5	4	4	5	8	1	0	1	1
5 Year Avg (2012-2016)	1	2	1	3	4	2	3	4	2	1	1	2

Individuals Killed by Gun Violence



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2017	1	0	1	0	0	0	1	0	1	0	0	
2016	0	0	0	1	1	0	0	0	0	0	1	0
5 Year Avg (2012-2016)	0	0	0	0	0	0	0	0	0	0	0	0

Current year data is preliminary and subject to change.

NOTE: Percentage change is not calculated when counts are fewer than 10 and the 5-year Averages are rounded to the nearest whole number.

Aggravated Assault Crime Data
2015 - YTD 2017

Part I Index Crimes

	Violent Crime			Aggravated Assault			Agg. Assault % of Total Violent		
Jurisdiction	2015	2016	Jan-Nov 2017	2015	2016	Jan-Nov 2017	2015	2016	Jan-Nov 2017
Binghamton City PD	310	354	345	180	215	217	58%	61%	63%
Jamestown City PD	238	225	182	139	134	130	58%	60%	71%
Kingston City PD	71	76	71	28	43	44	39%	57%	62%
Middletown City PD	113	149	93	68	96	47	60%	64%	51%
Spring Valley Vg PD	156	125	120	93	71	67	60%	57%	56%
Troy City PD	428	362	324	245	232	190	57%	64%	59%

Part I and Part II Assaults

	Total			Aggravated			Simple		
Jurisdiction	2015	2016	Jan-Nov 2017	2015	2016	Jan-Nov 2017	2015	2016	Jan-Nov 2017
Binghamton City PD	595	909	816	180	215	217	415	694	599
Jamestown City PD	870	839	737	139	134	130	731	705	607
Kingston City PD	400	363	313	28	43	44	372	320	269
Middletown City PD	413	447	329	68	96	47	345	351	282
Spring Valley Vg PD	422	344	299	93	71	67	329	273	232
Troy City PD	1,623	1,444	1,257	245	232	190	1,378	1,212	1,067

Domestic Violence Victim Assaults

	Total			Aggravated			Simple		
Jurisdiction	2015	2016	Jan-Nov 2017	2015	2016	Jan-Nov 2017	2015	2016	Jan-Nov 2017
Binghamton City PD	136	292	262	31	59	49	105	233	213
Jamestown City PD	474	471	416	56	43	56	418	428	360
Kingston City PD	154	155	127	4	12	6	150	143	121
Middletown City PD	264	276	187	7	52	21	257	224	166
Spring Valley Vg PD	178	136	135	32	11	19	146	125	116
Troy City PD	624	439	622	72	57	35	552	382	587

Note: Violent Crime, Aggravated Assault and Total Assault counts are based upon top charge. Victims of DV-Related Total Assault counts are victim-based.

Source: DCJS, Uniform Crime Reporting System
Data as of 01/02/2018

RESOLUTION NO.: 42 - 2018

OF

FEBRUARY 12, 2018

A RESOLUTION AMENDING RESOLUTION NO. 316-2016 AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED A COMPREHENSIVE ADOLESCENT PREGNANCY PREVENTION GRANT IN AN AMOUNT NOT TO EXCEED $14,000.00 ANNUALLY REQUIRING NO CITY MATCH FROM THE PLANNED PARENTHOOD OF THE MID-HUDSON VALLEY AS A SUBCONTRACTOR FOR THE NEW YORK STATE DEPARTMENT OF HEALTH TO ESTABLISH THE POSITIVE IMAGE TEEN PROGRAM

WHEREAS, by Resolution No. 316-2016 of November 28, 2016, the City Council authorized the City Manager to apply for and accept if awarded a Department of Health Comprehensive Adolescent Pregnancy Prevention Grant in an amount not to exceed $14,000.00 requiring no City match from the Planned Parenthood of the Mid-Hudson Valley as a subcontractor for the New York State Department of Health to establish the Positive Image Teen Program; and

WHEREAS, the City of Newburgh has been notified that the term is a five (5) year grant in the amount of $14,000.00 per year which will be renewed on January 1st of every year through 2021 for the Positive Image Teen Program; and

WHEREAS, the Positive Image Teen Program is comprised of two 10-week sessions (Fall/Spring) designed to promote health and personal development for high school aged youth and incorporates developmentally appropriate, collaborative learning strategies to help students achieve competency in the skills that have been shown to prevent substance use, violence, and other health risk behaviors; and

WHEREAS, this Council has determined that accepting said grant is in the best interests of the City of Newburgh and its youth;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized accept a Department of Health Comprehensive Adolescent Pregnancy Prevention Grant in an amount of $14,000.00 per year through 2021 and requiring no City match from the Planned Parenthood of the Mid-Hudson Valley as a subcontractor for the New York State Department of Health to establish the Positive Image Teen Program; 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 programs funded thereby.

RESOLUTION NO.: 43 - 2018

OF

FEBRUARY 12, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED AN ORANGE COUNTY DEPARTMENT OF HEALTH HEALTHY ORANGE SCHOOLS AND COMMUNITIES PROGRAM GRANT IN AN AMOUNT NOT TO EXCEED $4,000.00 FOR THE RECREATION DEPARTMENT HEALTHY ORANGE BASKETBALL PROGRAM

WHEREAS, the City of Newburgh Recreation Department has advised that the Orange County Department of Health Healthy Orange Schools and Communities Program ("Healthy Orange") is seeking applications from schools, worksites, community groups and organizations that would like to participate in Healthy Orange interventions; and

WHEREAS, Healthy Orange is an initiative through the Orange County Department of Health that addresses three simple but vital issues of improved nutrition, increased physical activity and movement, and a tobacco-free lifestyle to improve the overall health of Orange County residents; and

WHEREAS, the City of Newburgh wishes to apply for and accept if awarded grant funding from the Orange County Department of Health for the Healthy Orange Program in an amount not to exceed $4,000.00; and

WHEREAS, the funding will be used to help support the Healthy Orange Basketball Program which is aimed at encouraging children in grades K–12 to get at least 60 minutes of physical activity each day; and

WHEREAS, any City match will be in the form of in-kind services; and

WHEREAS, this Council has determined that applying for and accepting said grant if awarded is in the best interests of the City of Newburgh and its youth;

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 an Orange County Department of Health Healthy Orange Schools and Communities Program Grant in an amount not to exceed $4,000.00 with no City match for the Recreation Department Healthy Orange Basketball Program; 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 programs funded thereby.

COUNTY OF ORANGE

Request for Applications for
Healthy Orange Interventions

INTRODUCTION

A. The County of Orange, by and through the Orange County Department of Health's Healthy Orange Program ("Healthy Orange"), is seeking applications from schools, worksites, community groups, and organizations that would like to participate in Healthy Orange interventions.

B. An Application Cover Sheet, a Healthy Orange Intervention Description Narrative, a Healthy Orange Intervention Action Worksheet, and Healthy Orange Intervention Budget Worksheet with Narrative Justification, must be submitted to the attention of Danielle Moser with the subject line "RFA for Healthy Orange Interventions" via email to dmoser@orangecountygov.com or via facsimile to (845) 565-5279, by no later than 4:00 p.m., prevailing time, on Friday, March 16, 2018.

GENERAL INFORMATION

A. Procurement Lobbying Law Restricted Period for Communications: Pursuant to State Finance Law §139-j and §139-k, this Request for Applications ("RFA") includes and imposes certain restrictions on communications between the County and an applicant during the procurement process. An applicant is restricted from contacting other than designated staff from the earliest notice of intent to solicit applications through final award and approval of the procurement contract by the County Executive ("restricted period") unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). County employees are required to obtain certain information when contacted during the restricted period. The designated staff contact is Danielle Moser, Telephone (845) 360-6680. Applicants responding to this RFA must familiarize themselves with these State Finance Law requirements and will be expected to affirm that they understand and agree to comply on the Application Cover Sheet included in this RFA.

B. Pay-to-Play Law: Please be advised that this RFA is subject to Orange County Local Law 13 of 2013, as amended, known as the "Pay-to-Play Law". Pay-to-Play Forms will be made available with this RFA. Form A must be included with all applications submitted in response to this RFA; Form B will be required only if an applicant is awarded a contract pursuant to this RFA. Applicants who fail to submit Form A will not have their applications considered. Form B is required for execution of a contract by the County.

C. Questions: Questions can be submitted in writing to Danielle Moser via email at dmoser@orangecountygov.com or by facsimile at (845) 565-5279 by no later than 4:00 p.m. on February 16, 2018.

D. Term: The County anticipates that the term of any contract awarded pursuant to this RFA will be nine (9) months. However, the County may unilaterally extend such term if necessary to fully complete the project, upon the same terms and conditions as set forth in the contract resulting from this RFA.

E. Insurance Requirements: During the term of the Contract, or longer if required, the successful applicant(s) shall maintain, at its expense, Worker's Compensation, disability and liability insurance policies of the types and minimum coverages specified in the contract template attached to this RFA. Certificates of insurance evidencing

the successful applicant(s)'s compliance with these requirements will be required prior to execution of a contract by the County.

F. Form of Contract: Successful applicant(s) agree to execute a contract in the same form as the template attached to this RFA in the timeframe, if any, indicated in this RFA.

G. Submission of Applications: The items checked below must accompany all applications submitted in response to this RFA:

- ☑ Application Cover Sheet from this RFA
- ☑ All items listed in the "Application Submission Requirements" section of this RFA
- ☑ Supplier Application Packet (required prior to contract if applicant has not contracted with the County in the last twelve (12) months under its current business entity name and identification number). The Supplier Application Packet is not included in this RFA but is available at: http://www.orangecountygov.com/filestorage/124/1332/1392/Supplier_Application_Packet.pdf

H. Anticipated Timeline:

Request for Applications Circulated:	February 2, 2018
Questions Due:	February 16, 2018
Applications Due:	March 16, 2018
Applicant(s) Selected:	On/About the week of April 2, 2018

SCOPE AND SPECIFICATIONS

A. Specifications:

1. Healthy Orange is seeking applications from schools, worksites, community groups, and organizations that would like to participate in Healthy Orange interventions. The applications are intended to act as a catalyst for the development and implementation of community action plan objectives that will lead to policy, system, or environmental changes in representative sectors of Orange County, including community based institutions, worksites, schools, health care facilities, and the community at-large.

2. The following are suggestions for intervention project types which are eligible for 2017 Healthy Orange intervention grant awards:

(a) Establishing public or privately owned concession stands offering healthier food and beverage options.

(b) Planning and instituting a cafeteria "*Make-Over*" which can include, but is not limited to, improving food choices, signage, enhanced environmental aesthetics, or additional equipment purchases.

(c) Increasing the opportunity for physical activity before, during, and after the school or work day. This may include, but is not limited to, providing activity equipment, appropriate curriculum/training/education, bike racks, walking programs, and signage.

(d) Implementing a community supported agriculture ("CSA") share program available to community members and/or employees.

(e) Establishing a walking path or trail, or a fitness room at a school or workplace.

(f) Creating Joint-use policies for running track, walking paths, fitness rooms, pools.

(g) Implementing street calming measures (traffic lights, pedestrian crossings).

(h) Creating materials and activities related to "complete streets" resolutions or policies.

(i) Creating materials and activities related to updated food standards and/or procurement policies that increase healthy foods in community sites and settings.

Note: **Organizational policy changes must accompany interventions**. All proposed intervention projects must include Healthy Orange goals of more physical activity and having better nutrition choices. Proposed intervention projects will be assessed based on the largest number of community members reached.

B. Grant Awards: Grants are available in amounts ranging from $500.00 to $4,000.00. Each application must include a detailed budget in the format outlined in this RFA. Grant funds cannot be used to pay salary of staff, mileage, or any other accrued personnel costs. Grant funds will be paid on a reimbursement basis only (*see* Section G below for information regarding the procedure for reimbursement).

C. Eligible Applicants:

1. Applicants must be partners who have previously participated in Healthy Orange interventions and coalition activities, or those who are interested in future participation in these activities. Active participation in one of these activities will be a condition of any contract awarded pursuant to this RFA.

2. The "Healthy Orange Team" is the leadership branch of Healthy Orange. The Team meets annually in Goshen to identify and plan chronic disease prevention related interventions in and around Orange County. Healthy Orange also has other branch meetings in Newburgh, Middletown, and Port Jervis. These team branches meet quarterly.

3. For more information on participating in any of the above activities contact:

Danielle Moser, Senior Public Health Educator
Orange County Department of Health
Community Health Outreach
130 Broadway
Newburgh, NY 12550
Tel. No.: (845) 360-6680

D. Selection Process:

1. Applications submitted in response to this RFA will be reviewed by the Orange County Department of Health and the Orange County Department of Planning. Applications will be ranked according to the selection criteria set forth below. All applications scoring at least ninety (90) points will be considered and grant awards may made to each consecutive highest scoring application until the program budget maximum has been reached.

2. The award of any contract pursuant to this RFA may be made to the responsible, responsive applicant(s) whose application(s) is determined to be in the best interest of the County and in accordance with New York General Municipal Law §104-b, taking into consideration the following criteria:

(a) Degree to which the proposed intervention project will contribute to policy, systems or environmental change in the selected community in Orange County **(0-15 points)**;

(b) Degree to which the proposed intervention project reduces the burden of at least one (1) of the following diseases/conditions: (i) obesity, (ii) diabetes, or (iii) cardiovascular disease **(0-20 points)**;

(c) Degree to which the proposed intervention project addresses at least one (1) of the following risk factors: (i) physical inactivity, (ii) poor nutrition, or (iii) cardiovascular disease **(0-20 points)**;

(c) Degree to which evidence-based support indicates effectiveness of proposed intervention project (all proposed intervention projects must have some level of evidence-based support) **(0-15 points)**;

(d) Anticipated degree in reduction of health disparities by the proposed intervention project **(0-15 points)**; and

(e) Degree to which objectives of the proposed intervention project are specific, measurable, achievable, realistic, and time-based ("SMART") **(0-15 points)**.

E. Application Submission Requirements:

1. Intervention Description Narrative – Describe the proposed intervention project in detail and how it incorporates evidence-based information that will lead to sustainable change in the form of policy, systems, or environmental changes (one (1) page or less on applicant's letterhead).

2. Healthy Orange Intervention Action Sheet (*see* Attachment A to this RFA) – To be completed as follows:

(a) Determine policy/system/environmental goal(s);

(b) Create at least one (1) SMART objective;

(c) List main activities that will be developed and implemented to achieve the stated goal and objective(s);

(d) Indicate the timeline for completion of major activities; and

(e) Identify key staff or partners.

3. Narrative Budget Justification (one (1) page or less on applicant letterhead).

4. Healthy Orange Intervention Budget Worksheet (*see* Attachment B to this RFA) – To be completed as follows:

(a) Indicate specific line items;

(b) Provide dollar amount per line item; and

(c) Provide anticipated in-kind contributions and/or leveraged resources (Each applicant is encouraged to match at least twenty (20%) percent of total amount awarded through in-kind or other contributions).

5. Monitoring and Evaluation – Explain how you would self-monitor implementation and evaluate your goals and objectives for this intervention. Each application must include a plan to monitor implementation and measurements for evaluation. Orange County Department of Health will also conduct an evaluation and monitoring plan that will continue up to one (1) year after grant funding is accepted.

6. Pay-to-Play Documentation – All applications must include the completed Pay-to-Play Form A (forms attached to this RFA). Government entities and school districts are exempt from the Pay-to-Play laws; therefore, applications from such entities do not require Pay-to-Play forms.

7. Disclosure of Prior Non-Responsibility Determinations – All applicants must submit a completed Disclosure of Prior Non-Responsibility Determinations (form attached to this RFA).

F. Grant Award Contract: Applicant(s) awarded a contract pursuant to this RFA ("Awardees") will enter into a contract with the County. The contract will contain the terms and conditions set forth in Attachment A (Healthy Orange Intervention Action Sheet) and Attachment B (Healthy Orange Intervention Budget Worksheet) submitted in response to this RFA. Therefore, all Awardees must be able to comply with these terms and conditions.

G. Claim Process: Once the contract process has been completed, Awardees will receive a purchase order, which must be submitted with all original receipts or invoices reflecting the purchases made in furtherance of the proposed intervention project for reimbursement to:

Danielle Moser, Senior Public Health Educator
Orange County Department of Health
130 Broadway
Newburgh, NY 12550

All documents for reimbursement must be received by December 17, 2018 unless otherwise indicated in the contract resulting from this RFA.

[*Remainder of Page Left Intentionally Blank*]

APPLICATION COVER SHEET

Request for Applications for Healthy Orange Interventions

Business Name:

_____

Business Address:

_____

_____

Contact Person:

Name:_____ Phone: _____

Title: _____ Fax: _____

Email: _____

Does this business have a minority, women's, disadvantaged or small business status? Yes No

If yes, please list the designation(s) and the certifying entity (ties): _____

_____

The undersigned proposes to furnish and deliver the services described in the Request for Applications for Healthy Orange Interventions and the responding application to the County of Orange. The individual submitting this application on behalf of the business entity noted above certifies by his/her signature below that:

- he/she understands and has complied with the requirements of State Finance Law Sections 139-j and 139-k and will continue to do so throughout the restricted period;
- he/she has read and understood the full Request for Applications cited above; and
- he/she is duly authorized to submit the application on behalf of the business entity noted above.

By: _____ Date: _____

Name: _____ Title: _____

RESOLUTION NO.: 44 -2018

OF

FEBRUARY 12, 2018

RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE PATROLMEN'S BENEVOLENT ASSOCIATION OF NEWBURGH, NEW YORK, INC. TO PROVIDE FOR ADDITIONAL BENEFITS PROVIDED FOR IN SECTION 242 OF THE MILITARY LAW FOR POLICE OFFICER ROBERT F. PEDRICK III WHILE SERVING ACTIVE DUTY IN THE MILITARY EFFECTIVE ON OR ABOUT JANUARY 16, 2018

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

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

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

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

NOW, THEREFORE, BE IT

RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute on behalf of the City of Newburgh, the Memorandum of Understanding annexed hereto, or in substantially the same form; and be it further

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

MEMORANDUM OF UNDERSTANDING

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

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

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

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

a) Members who have exhausted their entitlement to paid military leave under Section 242 of the Military Law shall be entitled to an additional thirty (30) calendar days or twenty-two (22) working days of supplemental military leave at full pay, whichever is greater, in any one calendar year, not exceeding in total sixty (60) calendar days for any one continuous period of absence;

b) Members who have exhausted their entitlement to the paid leave set forth in paragraph (a) above shall be entitled to military leave at a rate of pay equal to the Member's rate of pay pursuant to the Collective Bargaining Agreement less the compensation received by the Member as a result of his or her active duty. The Member shall provide the city with an "enlisted pay chart" establishing the applicable military rate of pay;

c) Members shall receive the same individual or family health insurance benefits provided pursuant to the Collective Bargaining Agreement, as received by such members prior to their date of activation;

d) Members shall accrue vacation leave at the rate set forth in the Collective Bargaining Agreement during the period they receive benefits pursuant to this Memorandum.

2. The benefits provided in paragraph 1 of this Memorandum shall be in effect from January 16, 2018 to and including June 13, 2018. The terms of this Memorandum may be extended by resolution in the event that the Member's active duty status extends beyond June 13, 2018.

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

Dated: February _____, 2018
Newburgh, New York

AGREED TO:

CITY OF NEWBURGH

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

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

By: _____
Ricardo Rivera, President

RESOLUTION NO.: 45 - 2018

OF

FEBRUARY 12, 2018

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning a Local Law amending Section 248-1(B)(1) of the City of Newburgh Code of Ordinances entitled "Sewer Use Rents" to Increase Sewer Use Rents to 104 Percent of the Customer's Annual Water Bill; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 26th day of February, 2018, in the 3rd Floor Council Chambers, City Hall, 83 Broadway, Newburgh, New York.

RESOLUTION NO.: __46_____ - 2018

OF

FEBRUARY 12, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PAYMENT OF CLAIM WITH KIA STEWART IN THE AMOUNT OF $5,820.84

WHEREAS, Kia Stewart 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 Five Thousand Eight Hundred Twenty and 84/100 Dollars ($5,820.84) 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 Kia Stewart in the total amount of Five Thousand Eight Hundred Twenty and 84/100 Dollars ($5,820.84) 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.: 47 - 2018

OF

FEBRUARY 12, 2018

RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A SETTLEMENT OF A WATER BILL WITH AN OUT-OF-CITY ACCOUNT FOR THE AMOUNT OF EIGHT THOUSAND DOLLARS ($8,000.00).

WHEREAS, the City of Newburgh has made a claim for payment for water services for the out-of-city user account located at 473 Little Britain Road; and

WHEREAS, the parties have reached an agreement for the payment of the claim in the amount of Eight Thousand and 00/100 Dollars ($8,000.00) in exchange for a release to resolve all claims among them, and to enter into an agreement to provide water services to the Property in the future; 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 accept payment of the outstanding water bill for the Property in the total amount of Eight Thousand and 00/100 dollars ($8,000.00) 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; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, the City Manager is hereby authorized to enter into an agreement, in a form substantially similar to the annexed draft, with any owner of the Property as a condition of continuing to provide water services to the Property.

CITY OF NEWBURGH
WATER SERVICE AGREEMENT

THIS AGREEMENT, is made this _____ day of _____, 201__ by and between the **City of Newburgh**, a municipal corporation, with an address of 83 Broadway, Newburgh, New York 12550 , (hereafter "City") and **(OWNER NAME/ADDRESS)**, (hereafter "Owner") described herein.

WHEREAS, Owner has applied to the Municipality for connection to the City's Water System where the cost of connection to the City's water system and for the provision of water as described herein shall be solely at the expense of the Owner, and this Agreement has been duly authorized by the Owner; and

WHEREAS, the City has determined that entering into this agreement is in the public interest and will not operate to reduce the supply of water so that will be insufficient for the water district or its inhabitants and has been duly authorized by the governing body of the City; and

WHEREAS, the Owner identified above covenants and represents that it is the sole owner of the Property known as **(ADDRESS, INCLUDING SBL)** (hereinafter "Property");

WHEREAS, Owner is desirous of entering into an agreement with the City, and to have Owner's property receive water from the City's water system; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **Recitals Incorporated**. All of the "Whereas" clauses shall be incorporated into this agreement and shall have full force and effect as if they were recited herein.

2. **Statement of Use**. The City agrees to permit the building(s) located on the Property to obtain water from the City's water system for **(COMMERCIAL/RESIDENTIAL)** use upon the terms and conditions set forth in this Agreement and in compliance with the City's Code of Ordinances and any other applicable law(s) of the State of New York, or any political subdivision thereof. *Any change in building, use or owner shall immediately void this agreement and subject the Owner and/or the Property to the penalties enumerated herein, including but not limited to, termination of water services to the Property.*

3. **Improvements Required for Connection**. If any capital improvements to the City water system are necessary in order to permit connection, Owner is responsible for the design, installation, and maintenance of such improvements at its expense. All such improvements must be designed by a New York State licensed engineer at the expense of the Owner. All plans and specifications must be approved by the City Engineer. All work must be performed by a properly licensed contractor. All completed work must be inspected by the City Engineer prior to hookup. Owner must make payment for all such capital costs prior to hookup. Prior to commencing work, Owner's contractor must provide to the City evidence of statutory

worker's compensation insurance and a certificate of liability insurance for not less than $1,000,000 naming the City as additional insured.

4. **Connection.** Upon payment of any applicable connection fee to the City Clerk, the City agrees to permit the Owner, at the Owner's expense, to connect a water service pipe from their Property to the water service pipe and curb valve at a connection point approved by the City's Water Superintendent. The installation shall be inspected and approved by the Water Superintendent prior to delivery of potable water to the property. All work for the Owner must be performed by a licensed plumber. The Owner shall be responsible for the design, installation and maintenance of any improvements described in this paragraph.

5. **Water Meter.** Prior to hookup, the City shall provide the required water meter to be installed. The costs of the water meter and installation of the water meter shall be borne by the Owner. ***Owner agrees to allow City staff access to its property on a regular basis for the purpose of recording water consumption as recorded on the meter, for billing purposes, and from time to time for inspection, maintenance, and/or replacement of the meter.*** Owner is responsible for any necessary repair or replacement of the meter within thirty (30) days of written notice to the Owner from the City.

6. **Capital Costs at Hookup.** If necessary, the Owner shall be responsible for any capital improvement costs deemed necessary by the City for water services to be provided to the Property.

7. **Future Capital Costs.** The City, from time to time, may be required to make additional improvements in order to maintain potable water service to the City water system or the Property. Owner hereby agrees that if the City must incur any additional costs for such capital improvements, that the Owner shall be responsible for paying its allocable share of such costs, the final cost of which shall be determined by the City. The City agrees to give provide written notice, to the address(es) provided for herein, to the Owner of such required capital costs, and the Owner shall have the option of terminating this Agreement by providing written notice to the Municipality within thirty (30) days after the mailing of said notice by the Municipality to the Owner.

8. **Tenant Status.** It is agreed and understood that the status of the Owner during the term of this Agreement is as an out-of-district user and tenant of the City's water system and that this Agreement confers no rights or status as an owner of property within the City.

9. **No Resale or Reuse of Water.** Owner acknowledges that the water provided pursuant to this Agreement is for use for customary residential purposes only. No other property or use may be supplied with the water by the Owner.

10. **Rules and Regulations.** All City water system use and connections are subject to applicable laws, rules and regulations in effect from time to time, including without limitation Chapter 293 of the City Code. The Owner further acknowledges that the City from time to time adopts rules and regulations for the City water system and agrees that the Owner shall be bound and in compliance with such rules and regulations throughout the term of this Agreement.

11. **Interruptions in Service.** The Owner further acknowledges that there may be interruptions in service because of occurrences outside of the reasonable control of the Municipality or because of routine maintenance or an emergency. The Municipality reserves the right to suspend or discontinue service without notice to the Owner under all of these circumstances.

12. **Term.** The term of this Agreement shall be from the date of this Agreement until the end of the calendar year and shall be automatically renewed annually for successive one year periods thereafter unless terminated by the Municipality or the Owner, in writing, pursuant to the terms of this Agreement.

13. **Termination by City.** The City may terminate this Agreement under the following circumstances:

    a. The City may give notice of nonrenewal at the end of the then current term upon 60 days written notice.
    b. If the Owner is in default of any provision, as determined by the City, provided that the City gives thirty (30) days written notice to the Owner and the Owner fails to correct the default within such thirty (30) day period or if such default cannot be reasonably cured within such thirty (30) day period.
    c. If the Owner tampers, or allows tampering, with a meter, backflow preventer, water line connection, or water line.
    d. Upon sale or transfer of the City's water system, by providing thirty (30) days written notice to the Owner.
    e. By providing thirty (30) days written notice the Owner if it determines that there is insufficient water to supply the City's needs, or if it determines that a change in law or regulation or judicial decision or interpretation thereof would result in significant additional improvements being required in order to provide potable water to the Property.

14. **Termination by Owner/Sole Remedy.** The Owner shall have the option to terminate this Agreement upon thirty (30) days written notice to the City. Termination shall be effective upon removal of the meter by the Owner and disconnection of service inside the Building on the Property at the Owner's expense. Such removal and disconnection must be inspected and approved by the Water Superintendent. There shall be no refund due to the Owner of any payment for capital improvements made by the Owner pursuant to this Agreement.

15. **Successors in Interest.** This Agreement shall be for the benefit of the Owner and any successive or future owner of the Property during the term of this Agreement, provided that within thirty (30) days of the sale of the Property, Owner shall notify the City in writing of the name and address of the purchaser. Owner acknowledges that it remains responsible for the payment of all amounts due under this Agreement whether or not the Owner occupies and/or owns the Property.

16. **Indemnification and Hold Harmless.** Owner agrees to indemnify and hold harmless the City and its agents, contractors, officers and employees against and from all expenses, losses, claims, liabilities, fines and penalties, including attorneys fees, of any nature incurred by reason

of Owner's failure to comply with any provision of this Agreement or for damages to property or injuries to any persons arising out of the Owner's use of the services purchased under this Agreement or related to the performance of this Agreement. Nothing in this Agreement shall be deemed to make any employees, agents or contractors of Owner the employees, agents or contractors of the City.

17. **Representations**. Owner covenants and represents that it is the sole owner of the Property and that the information submitted to the City is complete and correct. Owner acknowledges that it has made its own investigation into the adequacy and sufficiency of the service to be provided hereunder and that it has not relied upon any representations by the City or its agents, contractors, officers or employees.

18. **Notices**. Any notice to the City shall be in writing and sent by first class mail, postage prepaid, addressed as follows:

    Newburgh City Clerk
    83 Broadway, City Hall
    Newburgh, NY 12550

    with copies to:

    Newburgh City Water Superintendent
    493 Little Britain Road
    Newburgh, NY 12550

    Office of the Corporation Counsel
    83 Broadway, 2nd Floor
    Newburgh, NY 12550

    All notices to the Owner shall be in writing and sent by first class mail, postage prepaid, addressed to the Owner at the address set forth on the first page of this Agreement.

    Such addresses may be changed by notice to the other parties given as provided in this section.

19. **Modification**. This Agreement may be modified only by written agreement signed by the City and Owner.

[The remainder of this page intentionally left blank.]

DRAFT

Signature Page
Water Service Agreement, City of Newburgh to _____
(PROPERTY ADDRESS)

This Agreement is entered into as of this __ day of _____, 200_.

PROPERTY OWNER(S):

_____
Print Name: _____

_____
Print Name: _____

CITY OF NEWBURGH

By: _____
Title: _____

DRAFT