

A regular meeting of the City Council of the City of Newburgh was held on Monday, February 12, 2018 at 7:00 PM in the third floor Council Chambers at City Hall, 83 Broadway, Newburgh, NY.

Prayer/Rezo

The Prayer was led by Pastor Michael Negron from the Hudson Valley Christian Church followed by the Pledge of Allegiance.

Pledge of Allegiance/Juramento a la Alianza

Roll Call / Lista de Asistencia

Mayor Kennedy presiding; Councilman Harvey, Councilman Jacobson, Councilwoman Mejia, Councilwoman Monteverde, Councilwoman Rayford, Councilwoman Sofokles - 7

COMMUNICATIONS

Approval of the minutes of the meeting of January 22, 2018

Councilman Harvey moved and Councilwoman Mejia seconded.

Ayes: Harvey, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Kennedy - 7

Carried

City Manager Update/ Gerente de la Ciudad pone al dia a la audiencia de los planes de cada departamento

In the Engineering Department, the Asbestos Abatement Contractor, BSB Construction, Inc., mobilized their demolition equipment on Friday, February 2nd to remove asbestos roofing material and window caulking in the abandoned trailers located at Masterson's Park in Washington Lake. These trailers have been there for a couple of decades and were in disrepair with neglect so we are pleased to report that the demolition is complete with pictures available on the City's Facebook Page. In regard to the First Street Fishing Pier, Consorti Brothers has completed the improvements with new ADA compliant curb ramps, street paving, sidewalks, street lights, lighted security bollards, a bike rack, benches and a flag pole, as well as, repairs to the pier and other enhancements to the area. The Engineering Department and the Grants Coordinator will work over the next few weeks now to close out this Grant that was issued to the City by the New York State Department of State and New York State Department of Environmental Conservation which funded these improvements. There are pictures of this work also available on the City's Facebook Page. In regard to the Combined Sewer Outfall No. 12 Reconstruction, Regal Utilities has substantially completed the work involved in reconstructing Outfall No. 12 which is now functional and will eliminate over land sewage overflows that have been affecting the CSX right-of-way downstream from property owners in the area. The Contractor will continue

to work on stabilizing the site and other items to fully complete the job by the end of February and you can view photos of this work on our Facebook Page. The Engineering Department has completed their Dam Safety Certifications for the Washington Lake and Silver Stream Dams and they have been submitted to the New York State DEC well ahead of the required deadline. The Emergency Action Plans were also updated for each of our Dams and sent to all required emergency personnel as well as involved local and state agencies. These plans and certifications are in the unfortunate event that our high hazard Class C Earthen Dam were to somehow fail all of the emergency responders have had an opportunity to review the plans. This also augments the work of our Fire Department in providing emergency notifications particularly among the residents who would be in the path of a Dam failure. The house that was collapsing there was abated for asbestos and demolished and the City Water Department regraded the site and access road to provide for better security. The addition of a new solar powered gate represents our continued efforts to implement the best practices for the security of our reservoirs. The Lake Drive Bridge Replacement public meeting will be held on March 7th and the Walsh Road Bridge Replacement public meeting will be held on March 14th at 6:00 p.m. in the Heritage Center at 123 Grand Street to solicit public comment and input on the planned replacement of those Bridges. All are welcome to attend and flyers have been posted on social media, the City's Website and in our three official newspapers. Our Engineering Department continues to make daily progress on an extensive list of several hundred outstanding projects while operating with minimal staff and resources. The Engineering Department reiterates its concern regarding the poor state of infrastructure within the City and the sizeable investment that will be required both now and in the coming years. The ever present need for additional infrastructure funding resources and staff in the Engineering Department cannot be overstated.

The Water Department is having Open House Water Plant Filtration Construction Tours every second Saturday of the month. The next tour is scheduled for March 10th from 10:00 a.m. to 12:00 p.m. and you can call (845) 565-3356 to attend. The Water Department asks for help from the residents to keep fire hydrants clear of snow and ice and a three foot clearance is ideal. City staff is working with the State Department of Health to format a plan for our Lead Service Line Replacement Program and we expect funding to be available March 1st. We are looking at lead and copper sampling results, leak detection reports, high risk designation tracks from the County Health Department and other items to base our plan upon. The Water Department staff has begun doing other demolition planning and as reported earlier the trailers at Washington Lake and Masterson's Park are currently cleared.

In the Tax Assessor's Office the deadline for filing exemptions is March 1st and the completed application should be filed with the Assessor.

We are awaiting the standard pre-employment screening with regard to Chief Solomon as well as a background check and as soon as those are done we expect Chief Solomon will begin. It was anticipated that he would be here tonight but could not attend due to illness. Mr. Vradenburgh is also out with flu like systems and Katie Mack had a childcare crises so she will not be here tonight. Chief Horton, although he spoke at the Work Session, had a family matter that has prevented him from attending this evening. In asking Chief Ahlers to watch the overtime budget, he is trying to minimize his appearance at these Council

Meetings. He told him it is a delicate balance and although he expects him to be at future meetings they are working on that. Mr. Stanton will not be here tonight because he has Basketball Games this evening. He did ask Maritza to join us if she was available but there again we are looking at an overtime matter. He wants everyone to know that we value these meetings as much as the community and the Council.

Councilwoman Rayford noted that there are five Department Heads not here tonight so she asked the City Manager if he is going to have all the answers.

City Manager, Michael Ciaravino said if he doesn't he will try to get them or promise her a response.

Mayor Kennedy told the City Manager that they appreciate his paying attention to the overtime issues as it is a very delicate balance and we can work on that on an as needed basis.

PRESENTATIONS

There were no presentations.

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

Drew Kartiganer 30 Meadow Street, said that the RUPCO Projects are the kind of projects that Newburgh needs. They are renovating historic properties that are derelict and using various fundraising techniques to get that done. They are stabilizing neighborhoods and they are good people. He received a call from a friend asking him what is going on in Newburgh because they were losing a tenant that they had for five years and they were a good tenant so he told her it had to be RUPCO. He also has a Facebook friend who asked the same questions recently and it is another person coming here because of RUPCO. The point he's making is that RUPCO is using the same kind of funding sources and references that any of these larger scale developments will use. They say they are going to give City of Newburgh residents opportunities for affordable housing and that sounds really good but what you are not hearing is that this housing will not just be for City of Newburgh residents. They are going to give affordable housing to any resident from surrounding communities also. It all sounds good but they aren't telling you about the other people who are going to come with it so they are not telling you the whole truth. Your responsibility as City leaders is to understand what they are really giving you because they are walking out with a lot of money and they aren't going to come back. They are going to leave you with the people who come with it which are the people everyone says are being dumped here.

Dr. Chhabra, City of Newburgh said he has been here for ten years and the City Council and Michelle have been very helpful with getting him code compliance and he is thankful for that. He is serving the community practically without any benefits and he has a sixteen year old patient who came to him with the name of five oral surgeons who will not accept

him because the insurance he has pays very little. He is providing a good community service to the underprivileged areas and for seven year he paid all of the taxes on his properties from his own resources but the past three years he has gotten backed up. 182 Broadway was broken into three times where they took out all of the plumbing and electric so he had to start all over again. He has also done a lot of work on 185 Broadway so now he is backed up with the taxes. He promises to pay every penny to the City and he knows the City needs the money so he is not running away from his responsibility. He is begging the City Council to understand that he is prepared to meet his commitment and is offering \$50,000.00 cash towards payment of what is due and the only thing he is requesting is to give him a chance to pay the rest of the money in installments.

Mayor Kennedy told Dr. Chhabra to make an appointment with Ms. Kelson to work something out.

Michelle Kelson, Corporation Counsel said that she has been in touch with his Attorney.

Gabrielle Hill, City of Newburgh read a quote by Marcus Garvey in honor of Black History Month, *"If you have no confidence in self, you are twice defeated in the race of life. The black skin is not a badge of shame, but rather a glorious symbol of National greatness. Emancipate yourself from mental slavery; none but ourselves can free our minds"*. She added that she is here once again to speak about the incident that happened almost a year ago to her daughter, a City resident. They have gone through the process of PCRAM and received a letter from Joe Cortez stating that the Police reviewed the video and the Officers involved did nothing wrong and followed policy. PCRAM, however, has decided that her complaint was sustained which means they believe there was a break in policy. She received responses from the Council members who saw the video and they understood her concern so we came to a consensus that we didn't believe it was intentional, however, it did happen. The most underlying thing was that one of the Officers pulled on her left leg to get her out of the car. She sent the Council an e-mail asking what Police policy is on entering a person's vehicle without probable cause. This was not a traffic stop. It was just confusion between two residents. She is concerned that our Police Officers were at a heightened state because we were under a State of Emergency and they received lots of calls so what kind of support are we giving them to digress? She can't believe that they intentionally tried to hurt her and luckily no one was seriously injured. She is trying to take the proactive approach and look at what our Police Officers are going through on a daily basis. She talked to some Officers and they feel like the Police Department is in a hostile environment because of the overtime, not enough Officers and no Chief. All of those things come into play when they go out into the community and we want everyone to be safe so let's look at that. She also asked for any answer to her questions because she deserves some answers. What was the policy on entering her car and what is going to be done to make sure a Police Officer doesn't put their hands on a pregnant woman again?

Omari Shakur, 55 Liberty Street, said there is a woman in the audience who approached him last week because she was having a problem with water leaking in her basement and it seems to be coming from a City pipe. She had to pay a lot of money to get this fixed and they said it was a City problem so there might be water leaking on Johnston Street somewhere. If this is a City problem, then she should not be responsible for that so perhaps that can be looked into. He added that in the past few weeks he witnessed four stops of young black men in our community by the Sheriff's Department after 9:00 p.m.

Why are they in our community and who are they targeting? Why are they stopping people on our streets? They don't work for the City of Newburgh. Are they fishing or profiling?

Kippy Boyle, Grand Street, asked for a confirmation on the resolution for \$15,000.00 for an Engineer to do a report because it was discussed at the Work Session but is not on the agenda.

Michelle Kelson, Corporation Counsel said it is on the Agenda; it is #32-2018.

Ms. Boyle feels that this is the right order of things to have an Engineer come in and do that. There was a comment made by our City Manager requesting the Planning Department to prepare an RFP to go out for this property but let's not put the horse before the cart again. Let's get the Engineering report done first so when you do send out an RFP you have factual documentation. Two topics came up at the Work Session so we all think our system works and it does. It is based on the rule of law, integrity and trust. When talking about things that happened in previous administrations that caused the collapse of the integrity of the building, that was the beginning of a diminishing trust. During that conversation there were several people in attendance who work for the City who were here then and they all know what was going on yet everyone put their heads down. She understands that no one wants to name names but there is personal integrity involved. If one person back then broke that integrity, which we all know somebody did, that cost the City so much here, with the Dutch Reformed Church, Audrey Carey Park and the Broadway School turned Court. We can't just say it's water under the bridge because it's a lesson we all have to learn. In regard to the Civil Service Commission, you should not be afraid to talk about it. It doesn't matter if we are all related because it is a topic so don't be afraid to talk about it.

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

COMMENTS FROM THE COUNCIL REGARDING THE AGENDA

Councilman Harvey thanked Kippy Boyle for her comments regarding the Engineer's report coming before the RFP. At the Work Session he tried to get caught up on the specifics as to who was here in City Hall, the Fire Department and Codes involved with that integrity piece you were speaking of regarding the building and it being compromised with the stair case. Some of his colleagues on the Council snapped at him and said it doesn't matter but it does matter. We need to know who is responsible and we want to know the specifics of how and why it happened. Not knowing the full disclosed history we are bound to repeat those same mistakes. To Mr. Shakur's point when we talk about the Orange County Sheriff's Department or the New York State Troopers policing our City, you have to understand that we are in Orange County so they have jurisdiction as they do in all of the cities and towns within Orange County. If there are situations of profiling with these stops, then there is a way to report that to the proper authorities. Same thing with the New York State Troopers because they have jurisdiction throughout the entire New York State. To Ms. Hill regarding the incident that happened he was one of the Council members that viewed that video tape and also met with the Detective in charge of that investigation. He thanked Acting Chief Weaver for allowing him to view the video because

it is not common practice but due to the circumstances he made an exception. After looking at the video and having extensive dialogue it didn't seem, in his opinion, that the Officers were acting out of protocol. To Ms. Hill's point her questions still need to be answered in terms of what protocols are in place for a situation like that to enter a person's vehicle. He was told that after multiple verbal requests the compliance wasn't there so they did grab her leg and ask her to get out of the car. At the end of the day their response was about public safety and where the car was located during that storm created a public safety concern. If there are any issues or concerns from the public that are brought to him, he will speak to the authorities and try to get to the bottom of it. Answers do need to be given and we do need to look at what programs and training are in place to make sure that Officers are getting the proper training. He added that Mr. Kartiganer's point is very well taken. He is continuously meeting with constituents about the different development projects that are being proposed and we have done a comparative analysis on what RUPCO and other development companies are doing. In regard to Alembic, we need to find out where we are in that process. He has looked at some of the numbers in terms of what the asks are and what they are scheduled to earn if that particular project goes through. There are also concerns from our constituents regarding the Dutch Reformed Church, the City Club and the Montgomery Street properties so we do need clarification on where we are with that process and can things take a different turn if that is what the public wants.

Councilwoman Monteverde thanked Kippy Boyle for sharing her thoughts. She was on the Planning Board at that time and remembers it was Engineer Bill Hauser who she thinks is probably one of the guilty ones and also Bob McKenna who was here in City Hall. Those days are gone and we have cleaned house so she would like to think that moving forward we have wonderful City Hall staff who are operating with integrity and are professionals. She has been working with Jason and his team and Wayne at the Water Department and they are doing a fabulous job. Unfortunately we are suffering the consequences of the bad old days when things were not great here at City Hall. In regard to Civil Service, she is the one who asked to put it on a Work Session Agenda. She wants to continue that discussion because it is a Commission that needs to be looked at to see if it is effective and working for the City of Newburgh. It is her understanding that there aren't any numbers yet for the Alembic Project and she is looking forward to hearing what the project is all about at their upcoming meetings. She knows that Hester Street is working and engaging the community and is going to start doing some visioning Work Sessions with the community next week so she wants to hear all about it. She is hearing one side and would like to hear the other side as well.

Councilman Jacobson said in regard to the Civil Service Commission that he thinks there is a lot of misinformation out there. The Civil Service Commission has nothing to do with the choice of the Police Chief and how it went down. There was too much drama because the City Manager could have simply checked with the Civil Service Commission or New York State to see if this individual was qualified or had to take another exam. It turned out he can be a provisional appointee which he is going to be so there would have been a lot less drama and a lot less information about the Civil Service Commission. New York State has a Civil Service Law that is not going away. He thinks we would be very ill advised to do away with it and then have the Orange County Civil Service Commission run our Civil Service. A lot of people come to City Hall to see what jobs are available but more importantly he thinks we want to have a local Civil Service. There was a lot of misinformation about the appointment of the last Police Chief with drama that should not

have happened.

Councilwoman Rayford said in regard to resolution #45-2018 for a Local Law amending Section 248-1(B)(1) that during the Work Session the Council was put on the spot concerning the rate going from 100% to 104%. During the Budget Hearings, our City Manager was not there, but Councilman Harvey asked our Comptroller, *"Is there anything in the Budget that we should be aware of? Any drastic changes?"* Two things were pointed out to us; one was that the health insurance was not added for the newly elected Council members so that was changed and there was one other thing. She is not in favor of this. We have so many projects going on and her view is that some of those projects will have to come to a halt or jobs will have to be cut, which she doesn't want to see. She doesn't want to tax the taxpayers 4% and we are already on a Budget freeze so she is not in favor of this at all. She asked for an explanation for resolution #24-2018 because she doesn't recall if they talked about it at the Work Session.

Michelle Kelson, Corporation Counsel said they talked about it in Executive Session twice. They spoke about it in the Executive Session at the second meeting in January, which she believes she didn't attend and again on Thursday night. We have an out of city water account that needs to be resolved. There are a host of circumstances that may get a little more difficult to recoup water service charges for out of city accounts. We can't use the relevy because the properties are located outside the City.

Councilwoman Rayford stated that she remembers now.

Mayor Kennedy said in regard to the event that happened with the City resident that was discussed at PCRAM, she was there that night when that incident took place. It was one of those situations where there was a lot of intense drama going on where this City resident had parked squarely in the middle of the road and nobody could move on either side of her. She was afraid to move and wouldn't let anyone in or let anyone move the car. She simply just sat there and shook her head. At the time she did not recognize her or know who she was but she was either panic stricken, on drugs or something was wrong because she wouldn't cooperate in any way with any person to move. People were backed up on both ends behind her and in front of her when the Police finally arrived. There were a lot of people going up to the car asking to help her move the car but she wouldn't let them so there was a lot of pressure and frustrated citizens concerning this person who was parked in the middle of the street. The snow was piled up on both sides so there was no place for anybody to go. You have to look at the overall situation and what is going on with everyone around so she agrees we need to make sure our Police are following protocol especially to deescalate intense situations. There were stories that the Police yanked her out of the car and threw her on the ground so it got blown out of proportion. She also agrees that we need to finish the Engineering Report before we put out an RFP. Concerning RUPCO she said she has been a champion of that Project because it has restored neighborhoods, provided affordable housing for our residents and it has provided jobs. It is exactly the kind of project that we need in the City of Newburgh to continue to bring back our neighborhoods and she would gladly support another one just like it.

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

CITY MANAGER'S REPORT

Resolution No. 29 - 2018 - Board of Assessment Review

Councilman Harvey moved and Councilwoman Sofokles seconded.

Ayes: Harvey, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Kennedy - 7

Adopted

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

Councilman Harvey moved and Councilwoman Sofokles seconded.

Ayes: Harvey, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Kennedy - 7

Adopted

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

Councilwoman Rayford asked how many sewer projects we currently have going on.

Jason Morris, City Engineer said that right now there are three major projects that are in construction: the Liberty and Grand Street Sewer Separation Project, the South Water Street Sewer Separation Project and then the CSO Number 12 Reconstruction, in the City Manager's Report tonight, which just got substantial completion and will be final completion by the end of February. In design, there is the Regulator No. 2 Upgrade Project, which is another Long Term Control Project and we will be bringing a few more on line as time progresses to meet the deadlines with our DEC Consent Order.

Councilwoman Rayford asked if this \$17,490.00 is going towards one of the three major ones.

Mr. Morris said yes, it is going to the South Water Street Sewer Separation Project.

Councilman Harvey moved and Councilwoman Sofokles seconded.

Ayes: Harvey, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Kennedy - 7

Adopted

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

Councilman Harvey moved and Councilwoman Sofokles seconded.

Ayes: Harvey, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Kennedy - 7

Adopted

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

Councilman Jacobson said that we have to do this so we can make an intelligent decision about this building. The only way we can sell this building without committing fraud is to have this done. Anyone who would buy this building would want to know what is going on here so we have to do this.

Councilman Harvey moved and Councilwoman Sofokles seconded.

Ayes: Harvey, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Kennedy - 7

Adopted

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

Councilman Harvey moved and Councilwoman Sofokles seconded.

Ayes: Harvey, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Kennedy - 7

Adopted

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

Councilman Harvey moved and Councilwoman Sofokles seconded.

Ayes: Harvey, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Kennedy - 7

Adopted

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

Councilman Harvey moved and Councilwoman Sofokles seconded.

Ayes: Harvey, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Kennedy - 7

Adopted

Resolution No. 37 - 2018 Purchase of 35 Grove Street

Councilwoman Mejia noted for the record that there is no family relation between Mitchell Mejia and herself.

Councilman Harvey moved and Councilwoman Sofokles seconded.

Ayes: Harvey, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Kennedy - 7

Adopted

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

Councilman Harvey moved and Councilwoman Sofokles seconded.

Ayes: Harvey, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Kennedy - 7

Adopted

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

Councilwoman Rayford mentioned that this is a huge house and she believes we could have asked for more money. She knows we didn't own it that long but she is going to frown on this because she believes we could have asked for more even though this was the highest bid.

Councilwoman Harvey added that over the weekend he received a phone call from a former teacher who grew up on Third Street. He was in the neighborhood and was excited to see that someone had purchased the house he grew up in and renovated it but was a little concerned that there are some boarded up properties nearby. He agrees with Councilwoman Rayford that we could ask for more in some of these cases but at the end of the day he is happy that we are moving homes and getting people in them.

Mayor Kennedy said that some of these homes are still pretty decent and just because

someone makes a high bid doesn't necessarily mean that's the value. If I list my home and someone lowballs the price, it doesn't mean I have to accept it. This is one of the reasons we are trying to somehow get a Real Estate Agent to help us out. She thinks we need to be careful though and noted that this is not a bidding process. People are making offers so we don't necessarily have to accept an offer if we believe the house is worth more than what is being offered.

Councilwoman Sofokles said a lot these buildings have sat empty, although this one hasn't, it is right up the street from her house and it was the highest bid that we had. She agrees that \$32, 000.00 was a good deal but if you look at the property it's a mess and it will cost \$100,000.00 to fix but he had the means to fix it up which has been the problem in the past. If you look at the house across the street from Downing Park on Third Street, that house sat and sat and finally it just got knocked down. Maybe we should have given someone a deal on it years ago. There is also one at the corner of Third and Carpenter now that has something blowing out the windows and it's connected to another property. She thinks that years ago we missed the boat by not selling a lot of these properties but she does agree that this one was a little low. Let's just wish this guy all the best and hope he can fix it up in the allotted period of time because he has a big job ahead of him. She likes this. All of the people who came the other night and all of the people from Brooklyn are excited about Newburgh and fixing up these properties so she hopes we get more.

Councilman Harvey moved and Councilwoman Sofokles seconded.

Ayes: Harvey, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Kennedy - 7

Adopted

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

Councilman Harvey said they are all looking forward to this possible opportunity coming down from the current Administration at the Federal level regarding infrastructure. Funds being allocated to places like Newburgh in terms of helping us out with our bridges, roads and possibly even our sewer systems. He thinks that is a key component to revitalization so he is looking forward to keeping an eye on this particular program because it is very exciting. He encouraged all of their constituents and residents to keep an eye on what is happening with this as well.

Councilman Jacobson said that this might be the only thing in the recently passed Tax Act that we can get excited over but added not to get too excited over what was proposed today for infrastructure. What it says is that we will give a little bit of money and the States and localities have to spend the rest. He doesn't think we need the Federal Government telling us that we have to spend money to fix our infrastructure so they can get a Press Release. What we need is a plan that says we are going to provide the money to do it as it has been done in the past with the Interstate Highway and all of the major infrastructure programs. He is, however, in favor of this resolution.

Councilman Harvey moved and Councilman Jacobson seconded.

Ayes: Harvey, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Kennedy - 7

Adopted

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

Councilman Harvey thanked Lt. Weaver for all of his hard work and leadership. He has been working diligently steering our ship and told him that his work has not gone unnoticed. He appreciates all the hard work that he and the Officers have been doing because the crime piece is the nucleus of the challenges in Newburgh. Crime is on a downward trajectory and we know they don't currently have a Chief but that is being worked on. We want to support the Police Department, Fire Department and our public safety in general.

Councilman Jacobson said that anytime we have a chance to vote for something that could mean more money against gun violence we should go for it. With the gun violence, even if the statistics for other crime has gone down, our reputation outside of Newburgh by other municipalities is about the shootings. Unfortunately we might take a step forward with progress but every time there is another shooting we take a step backwards. He thinks that gun violence is something that impedes our progress so he is happy to vote for this.

Councilwoman Sofokles also supports this. She spoke about the two girls the other night and said that kids should be able to go to a party without fearing that they are going to get shot by a gun. She doesn't know what the answer is so we can only keep trying. She told Lt. Weaver that this is a really good Project and she is happy to vote for it.

Mayor Kennedy said that this GIVE Grant started years ago and each year we add to what we are doing which is why we are getting the results we are getting today. She commended our Police Department for being consistent and for using this Grant wisely. We have to consistently help change the perception of Newburgh by pointing out what is good about Newburgh and the progress we are making. We haven't gotten there yet and the gun violence is still there so we still have work to do. We have to help people understand that this is a good place to invest in because we are making progress and we are working together to get it done.

Councilwoman Rayford is grateful for this Grant and the Police Department for getting involved in the community. In the last few years gun violence has taken many of her family members so she is grateful and thankful to the Police Department. One of the reasons why she ran for election was because she wanted to know what we as a City are doing to stop, minimize or decrease the violence. The City is on the upscale and crime is going down but she is a little concerned about the suicides and wonders if there could be some kind of intervention. She is grateful for this Grant, however, and will be voting in favor of it.

Councilman Harvey moved and Councilman Jacobson seconded.

Ayes: Harvey, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Kennedy - 7

Adopted

Resolution No. 42 - 2018 Comprehensive Adolescent Pregnancy Prevention Grant

Councilman Harvey moved and Councilman Jacobson seconded.

Ayes: Harvey, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Kennedy - 7

Adopted

Resolution No. 43 - 2018 Healthy Orange Basketball Program

Councilman Harvey moved and Councilwoman Sofokles seconded.

Ayes: Harvey, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Kennedy - 7

Adopted

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

Councilman Harvey moved and Ramona Monteverde seconded.

Ayes: Harvey, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Kennedy - 7

Adopted

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

Mayor Kennedy said this is a resolution to set a public hearing for this law not to pass it. She reminded everyone that we are under a Consent Order to do these sewer projects so we don't have a choice and the price for not doing them are some pretty stiff fines. We have to find the money to do them and it doesn't come out of the General Fund. It comes out of the Sewer Fund so it has to be funded that way. She is very distressed that we have to raise any fees anywhere but we have to have the public hearing to hear what they have to say about it.

Councilman Harvey said he is very unhappy about this particular resolution although he did get better understanding and more clarification so he thanked the City Manager, Executive staff and our Comptroller for pulling up where this was in the Manager's Proposed Budget. This goes back to what we are saying about the water crisis. There are two separate Enterprising Funds when the money is received but when the bill comes to our homes water and sewer are on the same bill. We have one of the most expensive water bills in the area when compared to other local municipalities with the same demographics. He remembers there was a time in the City of Newburgh when you couldn't make partial payments, however now thank goodness you can. When we look at that concept and connect the dots to the water crisis we just had with the PFOS, no one wants to talk about paying people back for bad water that we paid for or giving us rebates. No one wants to talk about reparations because it's a dirty word and he hears from our Corporation Counsel that we have to do this so we kick this can down the road on how the people of this City paid for bad water for over ten years or more. No one wants to talk about rebates, reparations or holding the Federal Government accountable. No one wants to talk about that so we are going to increase the sewer and the water and no one wants to give us money back for the bad water. He tells his constituents to stay awake because this is not fair. No one is moving on legislation to get money back to the residents who paid for bad water for over ten years but we want to do this. It's wrong. Where are the numbers to show us the rebate checks or the reparations? Where are the letters going to the Department of Transportation and the Department of Defense saying that we are suing as a municipality to get the residents their rebate checks or reparations? No one is moving on that because it is all talk. He is not supporting this.

Councilman Jacobson said he spoke with the Comptroller today and she said it should have been part of last year's Budget and voted on then. It had to do with some of the projects and she described the convoluted system we have where we pay a little bit down and then it becomes a twenty year Bond. He understand that but thinks that we have to get

our act together as far as figuring out a real Capital Plan and how we do things because not only is he against increases but we have to have certainty as well. He is voting against this tonight to make a statement.

Councilwoman Rayford said that at the Work Session the Council was put on the spot so they were embarrassed because it was thrown in their faces as if they approved it. As she stated earlier, Councilman Harvey had asked our Comptroller if there was anything in the Budget that we really needed to look at and there were two items. Why wasn't this brought to our attention at the Budget Hearings, which our City Manager was not present for? There was nothing mentioned even at a later date so she is frowning on this. We need to find other monies because we do not want to tax the people of Newburgh any more. We don't want to increase any taxes. She is looking at a chart to where our County has a surplus of twenty-seven million dollars so we have to look for other ways because we don't have it. She is not voting on this.

Mayor Kennedy said if we are talking about raising the sewer costs by 4%, does that automatically raise water? It should not.

Michelle Kelson, Corporation Counsel said it does not. The water rate will stay the same and the sewer will go up by 4%. Instead of your sewer bill being 100% of your water, your water bill will be "X" and your sewer bill will be "X" plus 4%. That's how it would work.

Mayor Kennedy asked how much money this 4% raise is estimated to bring in. How much money are we actually talking about?

Ms. Kelson said some information was provided to the Council but she does not know if that figure is in there or not.

Councilman Harvey said that he thinks Mayor Kennedy needs clarification. Yes there is a 4% increase in the sewer but as a consumer when the sewer bill comes it comes with the water bill.

Michelle Kelson, Corporation Counsel said that she understands that you get one bill but there are two components to that bill. The water component will still be "X" and the sewer component...

Councilman Harvey said, *"Is based on 104% of the water, correct?"*

Ms. Kelson responded, *"Correct"*. It is tied together, yes but not exactly the same. She said she is not here to argue. She understands that it is still an increase that the property owners have to pay. She recognizes that. There has always been a strong reluctance from the Council to raise any taxes, fees or costs to the property owners. The water and sewer rates have not been touched since 2013 which was the last time that any increases were put into place. At that time, the ordinance to adjust the Code to reflect the budgeted amount was adopted at the same time as the Budget. In 2012, when the Council voted on the Budget for 2013, they approved the Budget and also approved an Ordinance that adjusted water rates. That was the last time that the water rates were adjusted. This proposed Local Law ideally should have been tracked at the same time that the 2018 Budget was adopted. All this is intended to do is make the Code consistent with the approved Budget.

Councilman Harvey thinks it goes back to the point that you are going from 100% to 104% of the water bill.

Ms. Kelson said that sewer is 104% of the water. Water is always going to be "X". Sewer is "Y". "Y" is a different number than "X".

Councilman Harvey said we are going to go from 100% of "X" to 104% of "X" being the water bill. When the bill comes to my home, the water bill and the sewer bill are together so they are tied together. When you pay that money and it comes to the City they separate it into two Enterprise Funds. What he is saying is that no matter what word play you use you are talking about going from 100% of your water to 104% of your water which is how they calculate your sewer because it comes together on your bill. Whether you increase the water portion or the sewer portion you are still increasing both. Because they are tied together, in his opinion, they are not going to have that conversation until we see efforts where we are going after rebate money or reparation money for paying for bad water for the past ten years or more. Until we have that conversation he is not supporting any increases and whatever adjustments have to be made they will do what they have to do and make the sacrifices. He told Ms. Kelson that until she puts it on the table and shows them that letter that's going to the Federal Government for rebates, refunds or reparations then he is not voting on this.

Ms. Kelson said that he is entitled to his vote but it sounds like he is implying that she is solely responsible for the proposed increase and the proposed legislation.

Councilman Harvey said he is not saying that.

Councilwoman Monteverde asked if they could back up a bit. She understands that this was in the 2018 Budget that was approved.

Michelle Kelson, Corporation Counsel responded that is correct.

Councilwoman Monteverde said so now they are coming back to approve this because it was overlooked?

Ms. Kelson said you have a Budget which sets your expenses and your revenues for the future year. Other than your real property tax rates the fees that you charge for services are generally codified in the City Code so to legally be able to collect those fees the Code needs to be adjusted. Ideally it should have been done at the same time.

Councilwoman Monteverde asked what happens if it doesn't get approved.

Michelle Kelson, Corporation Counsel said if we do not make the adjustment in the Code, it would be inappropriate to charge those higher rates to the customers and you will more than likely have some shortfall in the revenues that are projected to be collected in 2018 for the sewer fund. That is the non-comptroller answer but she believes it is an accurate answer.

Mayor Kennedy said she still would like to know the number on that.

City Manager, Michael Ciaravino said he just received a text reply from Katie and that number is \$182,000.00. To Councilman Harvey he said in regard to his rebate question that he can assure him our teams have been working internally at a feverish pace relating to an evaluation of all of our legal rights, liabilities and obligations as fiduciaries of the City to insure that not only is the water clean but if there are any legal remedies for rebates of the substandard water that was consumed.

Councilman Harvey told the City Manager that he appreciates them being evaluated but.

City Manager, Michael Ciaravino said it's more than that but he doesn't want to state things publicly prematurely. When he has what he needs and Michelle Kelson has what she needs it will most appropriately be presented to the Council in Executive Session.

Councilwoman Monteverde said she thinks we need to keep those two things separate and maybe have a discussion later on down the road.

Councilman Harvey feels they are not separate items. We are talking about the consumption of water and increasing the water and sewer because they are connected. He added that all of the new elected Council members should know that when the City Manager's Proposed Budget gets in front of us we have a series of hearings and Councilwoman Rayford makes a good point. We ask on record if there are any items that we really need to focus on that are going to be centered on increases of taxes or any other fees that our constituents would have to accrue. This was hidden and whether it was intentional or not we were not privy to that particular item and now it is being brought forward after we have already gone in to the 2018 fiscal year so it's questionable.

Councilwoman Monteverde believes Ms. Mack did mention it was an oversight at the Work Session.

Councilwoman Rayford said that is a huge oversight. Incoming water is measured by the water meters so how is the sewer bill measured? Are there meters for our sewage?

Jason Morris, City Engineer said that sewage is based on your water reading.

Michelle Kelson, Corporation Counsel said you get a usage reading for your water meter that is multiplied by the cost that is in the Code and that becomes your quarterly water bill. Under the current Code your sewer bill would be equal to the amount of your water bill.

Councilwoman Rayford said it is together then; it's one in the same.

Councilwoman Mejia said that in the sewer folder a couple of scenarios from Arcadis were put in there and she suggested that an update be made to those scenarios based on where we are now in 2018, what is projected and what the current balance is. To the Mayor's point she asked what would be the hit on the current status of what was put in the 2018 Budget and approved versus the \$182,000.00.

Jason Morris, City Engineer said that they hired a consultant to prepare a rate analysis before the DEC Consent Order was signed so that the previous Council could see how the Consent Order Projects would affect future Budgets and rate increases. Maybe now that we have obtained partial Grant funding we could get an update based on where we are

currently along with the future rate increases. He said to remember that this rate increase will not be the last. It is proposed year after year until 2025.

Ms. Kelson noted it was proposed at six percent.

Mayor Kennedy said that this resolution is to schedule a public hearing not to pass this local law. She is in favor of hearing the public comments so she is going to vote in favor of the public hearing and then we will have a better idea. She encouraged the Finance Department to see where they can find this \$182,000.00 for this instead. Let's look at all of these options and have a public hearing so we can make up our minds with some more information.

Councilman Harvey asked if it is possible to get a comparative analysis of our water rate compared to other local municipalities with the same demographics so we can make an informed decision.

Jason Morris, City Engineer said it absolutely is possible. There was a comparative analysis in that initial rate forecasting presentation.

Mayor Kennedy reminded everyone that our water, sewer and many other things all went up as a result of a big oversight and the Bond we are paying for. Some of the fees and taxes we are paying today are a result of a ten million dollar overrun in the Budget. We are all paying for those mistakes and nobody likes it but it doesn't change the fact we have a Bond we have to pay for and until it is paid for we are all going to pay. The only way we are going to get out of it is economic development and bringing more businesses into this City.

Councilman Jacobson said he doesn't think another two weeks is going to make a difference. He thinks they should vote against it until they get the full information.

Michelle Kelson, Corporation Counsel noted that there will be a Work Session on February 22nd ahead of the Public Hearing. The Comptroller will be there to present all of the material that they have asked for so they will have it in advance of the meeting on the 26th where they would just hear public comments. Once that public comment period is closed, there will be yet another Work Session to discuss the Local Law again. They are not trying to put the cart before the horse so they will still have multiple opportunities to get the information that they need and discuss it before the Local Law would be put up for a vote.

Councilman Jacobson said he understands that but he has seen too often where they have the vote on the same night.

Ms. Kelson said she has no intention of doing that and she has never done that with this Council or the previous Council. Perhaps other Corporation Counsels did that but it has always been her practice not to vote the same night as the Public Hearing.

Councilman Jacobson asked when they would be looking to vote on this.

Ms. Kelson said the earliest conceivable date would be March 12th. That is the schedule

she proposed to the City Manager and the Comptroller when they identified the need to do this. The earliest possible vote on the Local Law would be on March 12th. If the Council still is not prepared to vote on the Local Law, it won't be added to an Agenda.

Councilman Harvey moved and Ramona Monteverde seconded.

Ayes: Harvey, Mejia, Monteverde, Rayford, Sofokles, Kennedy - 6

Nays: Jacobson-1

Adopted

Resolution No. 46 -2018

Councilman Harvey moved and Councilwoman Sofokles seconded.

Ayes: Harvey, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Kennedy - 7

Adopted

Resolution No. 47 - 2018

Councilman Harvey moved and Ramona Monteverde seconded.

Ayes: Harvey, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Kennedy - 7

Adopted

NEW BUSINESS

Councilman Harvey said that the AME Zion Church has a small Chorus group and they requested to come to the Council at our fourth meeting of the month to sing for the Council in honor of Black History Month.

Mayor Kennedy said we can put that on for the next meeting under presentations and she asked that they keep it to two musical selections.

There being no further new business this portion of the meeting was closed.

OLD BUSINESS

Councilman Harvey said it was brought to his attention by a colleague that we need to revisit the Civil Service Commission in the City of Newburgh. There was a Court proceeding with money spent and when it was discussed before our Corporation Counsel mentioned that there was a line of funds the City Manager, according the City Charter, had access to. He took the City Civil Service to Court regarding the Police Chief situation when Chief Cameron was here and funds were appropriated for that without Council

approval. We need some clarification on that and to see if our City Manager is responsible personally for those funds. What is the protocol and why were funds used to take our Civil Service Commission to Court? How is the taxpayer held responsible for those funds when it didn't come through this legislative body? We have a system of checks and balances and constituents have raised concerns. He asked Ms. Kelson if she could speak to that from a legal point of view.

Michelle Kelson, Corporation Counsel said there are a couple of Charter provisions that do exist in the City Charter that do permit the Manager to retain Counsel and Consultants. The City Manager is also the appointing authority and his ability to make and appoint several Department Heads as stated in the Charter. There is also a provision of the General City Law that states the legislative body has to approve the commencement of litigation. These are at least two competing measures of how that particular piece of litigation was authorized. We spoke about it quite a bit last year and she hasn't looked at that issue in quite some time but there are those who would advocate that the General City Law is primary and that before litigation is commenced the legislative body should approve it. There are also powers, duties and responsibilities of the City Manager in the Charter that also gives the person in that position the ability to proceed and do the job in the best way he sees fit. Right now she cannot give them a clear answer as to which competing interest would prevail.

Councilman Harvey said that is why he, some of the other Council members and their constituents are concerned. In all levels of public service there is a system of checks and balances and it seems to be that when it comes to certain issues the City Managers, past and present, make decisions individually. He asked Ms. Kelson if she could direct him specifically to the section of the Charter that speaks about the roles, responsibilities and powers of our City Manager so he as a legislator can understand fully what that is. It was mentioned at the Work Session that they had a qualified candidate for the Police Chief and things were done in a way that he thought was unethical and prejudice by our City Manager. The Council asked him to offer this qualified candidate the job and things were done in a way where he couldn't accept the job with what was being offered. When we look at that and this situation it ties back to the Civil Service Law and our local Civil Service. We need to understand the powers that are stated for our City Manager in the Charter and how we as a legislative body serve as a system of checks and balances. Moving forward we need to be clear on that because in this case there was \$16,000.00 plus spent on legal fees with taxpayer's money against our own Civil Service Department. We need to resolve this because it is of grave concern.

Michele Kelson, Corporation Counsel said if you want to look at the City Charter it is Article V Section C5.05 which provides duties of the City Manager and Section C5.06 is titled the Powers of the City Manager. Section C5.08 is entitled Counsel and Consultants which gives the City Manager some ability to employ Counsel and Consultants.

Councilman Harvey said he definitely will review these.

Councilwoman Sofokles said she has read that section of the Charter and we have to give our City Manager credit where it is due. She agrees that Dan Cameron was the best man for that job and maybe we should have a better line of communication with the City Manager but he does not have to consult with us about the Police Chief which is what it says in the Charter. If we don't like the Charter, maybe we should change it but right now

the City Manager has done the job that is in the Charter.

Councilwoman Monteverde agrees with Councilwoman Sofokles. If it says it in the Charter and we trust he is doing the job then it is not our job to get involved and micromanage.

Councilman Harvey said he appreciates what they are saying and does agree about the Council not micromanaging our City Manager. At the same time, we are talking about a very sensitive, highly volatile situation between our City Management and our Civil Service Department with a major conflict centered around a position that centers on crime. He agrees that Chief Cameron was the best person for the job if he would have just taken the test. They are not micromanaging the City Manager but at the same time there was this conflict they are trying to resolve.

Mayor Kennedy reminded everyone that old business is for things that have already been tabled. If they are discussion items or old items that we haven't resolved, then they need to be put on the Agenda for the next Work Session meeting.

Councilwoman Rayford said in regard to the Alembic bundled project that we need to bring that back on.

We need to know what is going on because she didn't know they are having meetings.

Deirdre Glenn, Planning and Development said that Alembic proposed public meetings to discuss the best uses of the three properties which have yet to take place. Until we have the facts in front of us how can we make decisions? The first meeting will be on February 21st and they hope people will come out and participate. It is a good exercise for people to have a voice in what they want to see in the future. There is no Development Agreement yet because it is still pending until we have some real hard facts and finances around it.

Mayor Kennedy noted that the Alembic discussion is scheduled for February 21st from 6:00 p.m. to 8:00 p.m. at the Activity Center.

Councilwoman Rayford asked if they are paying the fee that everyone else is required to pay to rent that space. There was also a statement made at the last meeting about lead pipes.

Ms. Glenn said that our Water Department received a Grant for replacing lead pipes throughout the City so the Water Department has developed the criteria to apply for funding for that. This was a great gift because we still have a lot of lead pipes here in the City.

Councilman Jacobson wanted to make sure that at the next Work Session they will have sufficient time to discuss the sewer rates.

Mayor Kennedy said it will be on the Agenda.

There being no further old business this portion of the meeting was closed.

FURTHER COMMENTS FROM THE COUNCIL

Councilman Harvey thanked everyone who came out tonight and said he has had a number of meetings with regard to the Alembic Project. He has seen some interesting numbers and there are grave concerns as to what Alembic is scheduled to receive in terms of money for their work. We need to get clarification where we are in that process and if it's a done deal or is it just in discussion. Can we separate the Dutch Reformed Church and its repairs from the City Court and the Montgomery St. development? There are many questions and moving parts to this particular Project. He thinks that everyone on the City Council and the Mayor should have a copy of that financial report that he saw.

Deirdre Glenn, Planning and Development said that most of the numbers that are being thrown around are from the original RFP responses and they are all available publicly on the Website. We have come a long way since then in terms of discussions and where we are. We don't have any final numbers yet and when we do have them they will have to come to the Council for approval.

Councilman Harvey thanked all of his colleagues on the Council for the healthy debates tonight. He said that he appreciates everyone's input and to Michael Ciaravino and the Executive staff he said thank you for what you do every day for the business of this City.

Councilman Jacobson thanked everyone in the audience for staying to the end tonight. He wished everyone a good night.

Councilwoman Mejia announced to the residents in Ward 1 that they should have received a notice about the Liberty and Grand Street Sewer Improvement Project alerting them that their property is in the construction zone and what is to take place. She will be working with the Executive and Engineer's Office because she thinks it needs a bit more detail pointing people to where they can go to find more information about what is expected in that area. She thanked everyone for coming.

Councilwoman Monteverde thanked Councilman Harvey for some good discussions tonight. Although we raised some issues she thinks it's great that they can walk away and agree to disagree. We are not always going to see eye to eye but she appreciates that they are talking and communicating and hopes that moving forward they can continue to do that and work as a Council.

Councilwoman Rayford asked Ms. Kelson if they could have a quick Executive Session after this meeting is adjourned.

Michelle Kelson, Corporation Counsel said that an Executive Session is up to the City Council it is not up to her.

Mayor Kennedy asked on what.

Councilwoman Rayford said it is a private matter.

Ms. Kelson said that if they are going to have an Executive Session it has to be on a matter that is appropriate for an Executive Session.

Councilwoman Rayford said it is in regard to the health of our City Mayor.

Ms. Kelson said it potentially could be for the medical, financial, credit or employment history of a particular person. That would be an appropriate subject for an Executive Session but that is something the Council needs to decide.

Councilwoman Rayford said that she doesn't want anything to happen to our Mayor because she is a wonderful and great woman but we need to talk about fulfilling the duties so this is something that the Council needs to talk about.

Councilwoman Monteverde said she doesn't think it's appropriate to talk about this right now.

Councilwoman Rayford said that is why she said it's a private matter. When are we going to talk?

Mayor Kennedy said she would prefer that at our next regularly scheduled Work Session you can put this topic on for discussion as she is not sure what her concern is. That way it will be part of our regular meeting.

Councilman Jacobson said they discussed informally at the last meeting to have Executive Sessions first and then the public Agenda after.

Councilwoman Rayford said she doesn't want any hard feelings. This is just business we have to take care of and her Prayers are that she stay healthy and she stays with us. She added that the HEAP Program has been accepting applications if you are having problems paying your Central Hudson bill and you can call (845) 291-2002 for information. The Orange County Youth Bureau will be having a Youth Award Luncheon and they are looking for nominees to receive an Award. She added that this has been a wonderful informative Council meeting and she thanked the audience members for staying tonight. One thing she learned from our Mayor, Judy Kennedy, is that when we come here it is to take care of business and she always says, "*Don't take it personal*". There are going to be times that we don't agree but in respect we can all leave here knowing that some things were accomplished.

Councilwoman Sofokles said that one of the things she liked the most tonight was the sale of all the homes that Planning and Development has done because that will make a difference. She also feels we need to move forward with more economic development which is something she wants to look into. She said Councilman Harvey made a good point about going after the Department of Defense which our City Manager said is in the works. There is a lot happening here right now and she feels a difference. Look at Liberty Street, RUPCO and all of the things that are going on so we need to keep the momentum up.

Mayor Kennedy asked the Council to try to attend this Alembic public meeting because we all want answers and we want to hear what the public has to say. It will be on February

21st from 6:00 p.m. to 8:00 p.m. at the Activity Center. She thanked everyone for coming tonight.

ADJOURNMENT

There being no further business to come before the Council the meeting adjourned at 9:26 p.m.

**LORENE VITEK
CITY CLERK**

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.

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

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

Water

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, than 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.

Mr. Jason Morris, P.E.
January 29, 2018

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:

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

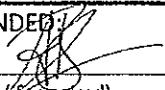
The Contract is modified as follows upon execution of this Change Order:

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

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

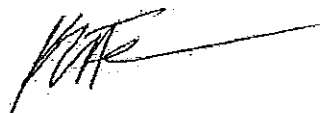
For the Contract Times, state increase, decrease, or no change to Contract Times for Substantial Completion, readiness for final payment, and Milestones, if any. If increase or decrease, state specific number of days for changes to the Contract Times.

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

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	±	±
2. Item	\$0.00	0	0
Total This Change Order Proposal	\$14,905.66	±	±

\$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

Date : 11/11/2017 4:35:12PM

Item: 001
 Description: Added Cost for Drop MH, Core and Grout Existing
 MH
 Cost Code:
 Production: HOURS
 Hours per Day: 8
 Alternate:

Unit of Measure: LS
 Bid Quantity: 1.00
 Take-off Quantity: 1.000
 Total Man-Hours: 8.00
 Man-Hours per Unit: 8.0000
 Units / MH: 0.1250

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 SHEET COSTS
AS SHOWN

Item: 002
 Description: Added Cost for New MH 5A
 Cost Code:
 Production: HOURS
 Hours per Day: 8
 Alternate:

Unit of Measure: EA
 Bid Quantity: 1.00
 Take-off Quantity: 1.000
 Total Man-Hours: 32.00
 Man-Hours per Unit: 32.0000
 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 rane 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 SHEET COSTS
AS SHOWN

Date : 11/11/2017 4:35:14PM

Item: 003
 Description: Added Excavation for Deeper Sewer
 Cost Code:
 Production: HOURS
 Hours per Day: 8
 Alternate:

Unit of Measure: CY
 Bid Quantity: 117.00
 Take-off Quantity: 117.000
 Total Man-Hours: 20.00
 Man-Hours per Unit: 0.1709
 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 SHEET COSTS
AS SHOWN

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
 Description: Added Height Adjstment for SMH #6
 Cost Code:
 Production: HOURS
 Hours per Day: 8
 Alternate:

Unit of Measure: EA
 Bid Quantity: 1.00
 Take-off Quantity: 1.000
 Total Man-Hours: 2.50
 Man-Hours per Unit: 2.5000
 Units / MH: 0.4000

Item Production

ITEM#	DESCRIPTION	U/M	QTY	Units /Day	Days Req'd
006	Added Height Adjstment 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 SHEET COSTS
AS SHOWN

Item:	007	Unit of Measure:	EA
Description:	Added Height Adjstment 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 Adjstment 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
 Description: added asphalt for MH 5A
 Cost Code:
 Production: DAYS
 Hours per Day: 8
 Alternate:

Unit of Measure:
 Bid Quantity: 0.00
 Take-off Quantity: 10.000
 Total Man-Hours: 0.00
 Man-Hours per Unit: 0.0000
 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
Bld 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

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

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

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 <i>EXTRA WORK SMH 5 → 5A</i>	750.000	750.00
JOB # <u>M155</u> COST CODE _____ PO / SK / SA <u>SUB</u> GL ACCOUNT _____ EQUIP # _____ COST ITEM _____ RECEIVED NOV 03 2017 PRICE VERIFIED _____ QTY VERIFIED _____ APPROVAL #1 <u>KT</u> 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

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	4.50	4.50

\$73,314.97

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.

DAY SHIFT		LABOR HOURS						TOTALS
DATE	EWB#	FORE	OPT A	OPT B	LAB	TEAM		
16-Oct	4096	9	8		32		49	
17-Oct	4100	1.5		1.5	1.5		4.5	
20-Oct	4102	3.5	3.5		7		14	
25-Oct	4590	1.5	1.5	1.5	4.5		9	
26-Oct	4591	1	1	1	3		6	
27-Oct	4592	2.5	2.5	2.5	7.5		15	
30-Oct	4058		3	3		3	9	
31-Oct	4064	3.5	3.5	3.5		3.5	14	
31-Oct	4594	3	3	3	9		18	
2-Nov	4595	1	1	1	3		6	
3-Nov	4052	1	1	1	3		6	
3-Nov	4054	3	3	6	3	6	21	
6-Nov	4596	1	1	2	3		7	
9-Nov	4055	2	2		4		8	
13-Nov	4053	4	6		6		16	
15-Nov	4066	7	7		26		40	
17-Nov	4067	4	4	4	12		24	
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		LABOR HOURS						TOTALS
DATE	EWB#	FORE	OPT A	OPT B	LAB	TEAM		
13-Oct	4583	12	11	11	23	11	68	
16-Oct	4584	4	4		8	4	20	
17-Oct	4585	2	2	2	6		12	
18-Oct	4586	1	1	1	3		6	
19-Oct	4588	1.5	1.5	1.5	4.5		9	
20-Oct	4589	1	1	1	3		6	
Total Hours		21.5	20.5	16.5	47.5	15	121	
Rate		\$ 121.16	\$ 117.90	\$ 115.30	\$ 87.77	\$ 84.97	\$ 12,367.97	
Cost		\$ 2,604.94	\$ 2,416.95	\$ 1,902.45	\$ 4,169.08	\$ 1,274.55	\$ 12,367.97	
						Labor Cost	\$ 36,576.20	

216

Material Worksheet		LABOR COST				TOTAL MATERIALS COST			
DATE	MATERIAL	QUANT	UNIT	Price	Amount	DATE	MATERIAL	QUANT	UNIT
18-Oct	Cement	1	bag	\$ 11.69	\$ 11.69	13-Nov	Flowfill	5	cy
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				

EQUIPMENT HOURS		EQUIPMENT HOURS						LIEBHERR USE	
LB 300	F750 DUMP	P250 PICKUP	TANDEM DUMP	267 LOADER	F450 Rack	Dynapac Roller	SKID STEER	CAT 314	Cat 322
8		8	8	8	8	8		1.5	
		3.5	1.5					3.5	
1.5	1.5	1.5	1.5	1.5	0		1.5		1.5
1	1	1	1	1	0		1		
2.5	2.5	2.5	2.5	2.5	2.5		2.5		2.5
3			3	1					
3.5		3.5	3.5	3.5	0				
2.5	2.5		2.5	2.5	2.5		2.5		2.5
1	1	1	1	1	0				
1	1	1	1	1	0				1
3	3	3	3	3	3		3		3
1	1	1	1	1					
2	2	2	2	2					2
4	7	7	5	2					7
	4	4		4					4

8	10	10	10	10	150				
2	4	2	2	2	60			4	4
1	1	1	1	1	30				2
1.5	1.5	1.5	1.5	1.5	15				1.5
1	1	1	1	1	15				1
47.5	28	59	52	53.5	292.5	8	11.5	9	35
\$ 134.22	\$ 53.64	\$ 12.28	\$ 74.60	\$ 53.64	\$ 22.02	\$ 35.28	\$ 42.68	\$ 74.55	\$ 111.80
\$ 6,375.45	\$ 1,501.92	\$ 724.52	\$ 3,879.20	\$ 2,869.74	\$ 286.26	\$ 4,264.65	\$ 290.24	\$ 670.35	\$ 3,913.00
Total Equipment Cost									\$ 25,266.75

Total Hours
FWMA Rate
Cost

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 STILLING ELEC	\$ 1,415.43
WITCH SAWCUT 63" x 55	\$ 315.00
5% OH & P on subs	\$ 86.52
TOTAL CHANGE ORDER COST	\$ 78,109.18

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 14 but Encountered unmark and unknown utilities one we assumed was Gas So we Contacted Central Harbors 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 Dept could get anyone for water Dept to respond, we traced 12" line with our Locator and Saw it run up the road with our trench, we Dug 2nd test hole.

LABOR

PERSONNEL	CRAFT/TRADE	HOURS	COMMENTS
Joe Weber	Superintendent	12	
Paul Ferguson	A operator	11	
Tom Bonfigliani	B operator	11	
Dan Bach	laborer	11 1/2	
Dan Herting	laborer	11 1/2	
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	
Tadpole 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 Heide M. Hodge			

W.M. Schultz Construction, Inc.

EXTRA WORK REPORT

NO: 4096 DATE: 10/16/17 MONDAY

CUSTOMER: City of Newburg JOB SITE: New Bay Sewer
STATION: 7+76

WORK PERFORMED: Tried to Excavate for Man Hole #5 - found more old gas main in the way for Excavation. Call central Hudson - Came out to look - found contaminated soils in ground - Sheila had meters - Levels were 20 and even Jason Maria also came - we were advised not to go into hole - Jason took samples - They will not be in until Wednesday afternoon - we had to Backfill Hole and move away - after picking up load. Close we lost all day - 9 Hours

LABOR

PERSONNEL	CRAFT/TRADE	HOURS	COMMENTS
James Smith	operator B	8	
Louis Carter	Flagger	8	
Melvin Mary	Labor 2	8	
Quinn Orr	Labor 2	8	
Tom McLashy Jr	Flagger	8	
Sal Seibels	Foreman	9	

EQUIPMENT AND TOOLS

MAKE AND MODEL	SIZE/CAPACITY	HOURS	COMMENTS
Foreman Pickup	F-250	8	
187 Rock Truck	F450	8	
303 Dynapac Roller	C115	8	
R-2000 Dump Truck	10-14 yd	8	
R 11167 Koroishi Loader	1157	8	

MATERIALS R-2000 LINKBELT EX 4365

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

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 also 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	
William Edwards	Teamster	4	

EQUIPMENT AND TOOLS

MAKE AND MODEL	SIZE/CAPACITY	HOURS	COMMENTS
Cat Excavator	314	4	
Kawasaki Loader	67	4	
Hydram Excavator	A 904	4	
Ford Back up	250	4	
15 light plants		4	
Small trench Box		4	

MATERIALS

DESCRIPTION	UNIT OF MEASURE	HOURS	COMMENTS

Time & Materials Verified by *[Signature]* GERC
10/18/17

YELLOW: Customer

WHITE COPY: Office

CUSTOMER ACKNOWLEDGEMENT

W.M. Schultz Construction, Inc.

EXTRA WORK REPORT

NO: 4100 DATE: 10/17/17 Tuesday
 CUSTOMER: CITY NEW BORG JOB SITE: NEW BORG SEWER

WORK PERFORMED:

DIG & FORM FOR SLAB AT SEWER PLANT
 TRIED TO EXCAVATE FOR R-WAY IN SLAB - FOUND
 DUCT BANK IN THE WAY - MOVED OVER - THEN FOUND 2"
 FORCE MAIN - MOVED AGAIN & THEN EXCAVATED
 LAST AN HOUR 1/2 8:30 - 10:00 AM

LABOR

PERSONNEL	CRAFT/TRADE	HOURS	COMMENTS
SAL SORRELLA	EXCAVATOR	1 1/2	
TRIM SMITH	OPERATOR B	1 1/2	
QUADIR DIN	LABORER 2	1 1/2	

EQUIPMENT AND TOOLS

MAKE AND MODEL	SIZE/CAPACITY	HOURS	COMMENTS
314 CAT EXCAVATOR	314	1 1/2	
R-2000 DUMP TRUCK	10-14 YDS	7 1/2	

MATERIALS

DESCRIPTION	UNIT OF MEASURE	HOURS	COMMENTS
Information listed was verified by Bob Zimmer 10/19/17 Steve M. nod			

YELLOW: Customer

WHITE COPY: Office

CUSTOMER ACKNOWLEDGEMENT

W.M. Schultz Construction, Inc.

EXTRA WORK REPORT

NO: 4585 DATE: 10-17-17

CUSTOMER: City of Newburgh

JOB SITE: South Water Street Sewer Separation

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 concrete

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	
William Edwards	laborer	2	

EQUIPMENT AND TOOLS

MAKE AND MODEL	SIZE/CAPACITY	HOURS	COMMENTS
Link Belt Excavator	330	2	
cat 15 Light Plants		2	
Kawasaki Loader	672		
International tandem 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 *[Signature]* GERC

YELLOW: Customer

WHITE COPY: Office

10/18/17

CUSTOMER ACKNOWLEDGEMENT

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	Operator	1	
Ethan Shilde	Operator	1	
Dan Back	Laborer	1	
Dan Herting	Laborer	1	
William Edwards	Laborer	1	

EQUIPMENT AND TOOLS

MAKE AND MODEL	SIZE/CAPACITY	HOURS	COMMENTS
Cat Back Excavator	300	1	
Kawasaki Loader	672	1	
International tandem Dump truck		1	
Ford Pick up	F-250	1	
Case 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 *[Signature]* GEPC
 YELLOW Customer WHITE COPY Office 10/19/17

CUSTOMER ACKNOWLEDGEMENT

W.M. Schultz Construction, Inc.

EXTRA WORK REPORT

NO: 4588 DATE: 10-19-17

CUSTOMER: City of Newburgh

JOB SITE: South Center Street Sewer Separation

WORK PERFORMED: Time Lost Removing abandoned 12" water main. 12" main re-entered our trench and is running in our trench. We busted off pipe in two locations and Bricked and Cemented Ends of pipe.

LABOR

PERSONNEL	CRAFT/TRADE	HOURS	COMMENTS
Joe Ciesler	Superintendent	1 1/2	
Paul Ferguson	Apprentice	1 1/2	
Ethan Shiple	Operator	1 1/2	
Dan Bach	laborer	1 1/2	
Dan Hartung	laborer	1 1/2	
Bill Edwards	laborer	1 1/2	

EQUIPMENT AND TOOLS

MAKE AND MODEL	SIZE/CAPACITY	HOURS	COMMENTS
Caterpillar Excavator	300	1 1/2	
Kawasaki Loader	267	1 1/2	
International Dump truck	Hydramatic	1 1/2	
Ford Pick up	F-250	1 1/2	
Caterpillar Excavator	A-904	1 1/2	
15 light plants		1 1/2	
Ford Dump truck	F-750	1 1/2	

MATERIALS

DESCRIPTION	UNIT OF MEASURE	HOURS	COMMENTS
Cement	Bag	1	
Concrete Bricks	1000	10	

Hours verified by *[Signature]* GEPC
 YELLOW: Customer WHITE COPY: Office 10/20/17

CUSTOMER ACKNOWLEDGEMENT

W.M. Schultz Construction, Inc.

EXTRA WORK REPORT

NO: 4102 DATE: 10/20/17

CUSTOMER: City of Newbury JOB SITE: Newbury Senior

WORK PERFORMED: Exposed old 4" gas main at MH #5
for CENTRA Hudson to drill & verify that it
is Retired - 15' from curb - 4 1/2' deep

LABOR

PERSONNEL	CRAFT/TRADE	HOURS	COMMENTS
Sal Sachello	Foreman	3 1/2	
James Smith	operator	3 1/2	
Melvin Murray	laborer / helper	3 1/2	
Chris Smith	laborer / helper	3 1/2	

EQUIPMENT AND TOOLS

MAKE AND MODEL	SIZE/CAPACITY	HOURS	COMMENTS
314 CAT EXCAVATOR	314	3 1/2	
Foreman pickup	F-250	3 1/2	

MATERIALS

DESCRIPTION	UNIT OF MEASURE	HOURS	COMMENTS

YELLOW: Customer

WHITE COPY: Office

CUSTOMER ACKNOWLEDGEMENT

W.M. Schultz Construction, Inc.

EXTRA WORK REPORT

NO: 4589 DATE: 10-20-17

CUSTOMER: City of Newburgh

JOB SITE: Southwater Street Sewer Separation

WORK PERFORMED: Time lost Removing abandoned 12" water main

LABOR

PERSONNEL	CRAFT/TRADE	HOURS	COMMENTS
De Weber	Superintendent	1	
Paul Ferguson	A operator	1	
Ethan Shiple	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
Link Belt Excavator	300	1	
Kawasaki Loader	267	1	
International 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

YELLOW: Customer

WHITE COPY: Office

CUSTOMER ACKNOWLEDGEMENT

For the City of Newburgh, I hereby acknowledge the receipt of this report and the work performed thereon.

[Signature]
C. Webb

RA 10-18-10-20-17

W.M. Schultz Construction, Inc.

EXTRA WORK REPORT

NO: 4590 DATE: 10-25-17

CUSTOMER: City of Newburgh

JOB SITE: South Water Street Sewer Separation

WORK PERFORMED: Time lost Removing abandoned 12" water Main and Connecting up open Ends.

LABOR

PERSONNEL	CRAFT/TRADE	HOURS	COMMENTS
Joe Weschen	Superintendent	1 1/2	
Paul Ferguson	Operator	1 1/2	
Ethan Shilde	B operator	1 1/2	
Dan Buck	laborer	1 1/2	
Dan Harting	laborer	1 1/2	
Bill Edwards	laborer	1 1/2	

EQUIPMENT AND TOOLS

MAKE AND MODEL	SIZE/CAPACITY	HOURS	COMMENTS
Lish Belt Excavator	300	1 1/2	
Kawasaki Loader	267	1 1/2	
International Dump truck	17 yard tandem	1 1/2	
Ford Pick up	F-250	1 1/2	
Liebherr Excavator	A-904	1 1/2	
Ford Dump truck	750	1 1/2	
Bobcat Skid Steer		1 1/2	
15 light Plants		1 1/2	

MATERIALS

DESCRIPTION	UNIT OF MEASURE	HOURS	COMMENTS
Conert	Bag	1	
Beicks	Each	10	

YELLOW: Customer

WHITE COPY: Office

CUSTOMER ACKNOWLEDGEMENT

W.M. Schultz Construction, Inc.

EXTRA WORK REPORT

NO: 4591 DATE: 10-26-17

CUSTOMER: City of Newburgh

JOB SITE: South Water Street Sewer Separation

WORK PERFORMED: Time lost removing abandoned 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	Apprentice	1	
Ethan Shilde	Operator	1	
Dan Bach	Laborer	1	
Dan Harting	Laborer	1	
Bill Edwards	Laborer	1	

EQUIPMENT AND TOOLS

MAKE AND MODEL	SIZE/CAPACITY	HOURS	COMMENTS
Link Belt Excavator	300	1	
Kawasaki Loader	267	1	
International Dump truck	14 yard tandem	1	
Ford Pick up	F-250	1	
Hydrex Excavator	A-904	1	
15 Light Plants		1	
Ford Dump truck	F-250	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

Re: City of Newburgh, CUSTOMER printing service 1-800-222-2222, 1-800-222-2222, 1-800-222-2222

NOTING: 10/26/17

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 connecting 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 connect around each end,
 this tile pipe is 101' feet North of MH #4

LABOR

PERSONNEL	CRAFT/TRADE	HOURS	COMMENTS
Joe Weber	Superintendent	2 1/2	
Paul Ferguson	Operator	2 1/2	
Ethan Shilde	Operator	2 1/2	
Dan Buck	Laborer	2 1/2	
Dan Herting	Laborer	2 1/2	
Bill Edwards	Laborer	2 1/2	

EQUIPMENT AND TOOLS

MAKE AND MODEL	SIZE/CAPACITY	HOURS	COMMENTS
Link Belt Excavator	300	2 1/2	
Kawasaki Loader	2.67	2 1/2	
International Dump truck	14 yard tandem	2 1/2	
Ford Rack truck	F-450	2 1/2	
Liebherr Excavator	A-904	2 1/2	
15 Light Plants		2 1/2	
Ford Dump truck	F-750	2 1/2	
Bobcat skid steer		2 1/2	

MATERIALS

DESCRIPTION	UNIT OF MEASURE	HOURS	COMMENTS
Conest	Bags	2	
Brick	Each	20	

YELLOW: Customer

WHITE COPY: Office

CUSTOMER ACKNOWLEDGEMENT

W.M. Schultz Construction, Inc.

EXTRA WORK REPORT

NO: 4058 DATE: 10/30/17

CUSTOMER: CITY OF NEWBURGH JOB SITE: M 155 NEWBURGH SEWER
ARCADES (RUNDOWN)

WORK PERFORMED: WHEN EXCAVATING FOR MH #1 / BORE
RELIEVING 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 BONFIGLIOLE	OP A	3	
JEFF ELLISON	LAB B	3	
KIM SMITH	TEAMSTER	3	

EQUIPMENT AND TOOLS

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

MATERIALS

DESCRIPTION	UNIT OF MEASURE	HOURS	COMMENTS
Cable & Mat			
vented			
Steel Manhole			

YELLOW: Customer

WHITE COPY: Office

CUSTOMER ACKNOWLEDGEMENT

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 covered 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	Aspenator	3	
Ethan Shilde	Operator	3	
Dan Bach	laborer	3	
Dan Husting	laborer	3	
Bill Edwards	laborer	3	

EQUIPMENT AND TOOLS

MAKE AND MODEL	SIZE/CAPACITY	HOURS	COMMENTS
Cummins Belt Excavator	350	3	
Kawasaki Loader	267	3	
International dump truck	14 yard tandem	3	
Ford pickup	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

Request New NERS CUST-4-11 printing service 1-800-333-0321 (TOLL FREE) 1-800-333-0321 (TOLL FREE) 1-800-333-0321 (TOLL FREE)

 Hours Verified by Mike White GERC 11/7/17

W.M. Schultz Construction, Inc.

EXTRA WORK REPORT

NO: 4064 DATE: 10/31/17

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

WORK PERFORMED: HIT UNMARKED ELECTRICAL LINE @ 7:30 AM.

WORKED ON WATERLINE RELOCATION AT UNTIL WE
COULD GET ANSWER ON LINE. DOWN TIME DUE
TO ELECTRICAL LINE WAS FROM 9:30 AM - 1:00 PM (3.5 HRS)
CENTRAL HUDSON KILLED POWER @ 1:00 PM AND WE
WERE ABLE TO PROCEED.

LABOR

PERSONNEL	CRAFT/TRADE	HOURS	COMMENTS
Tony Cugno	Foreman	3.5	
Chris Smith	Op A	3.5	
Ken DiBetto	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	
Kawasaki 672 (LOADER)		3.5	
Tandem Dump Truck		3.5	
Ford F250 (PICKUP)		3.5	

MATERIALS

DESCRIPTION	UNIT OF MEASURE	HOURS	COMMENTS

Matched Field Observations

YELLOW: Customer

WHITE COPY: Office

CUSTOMER ACKNOWLEDGEMENT

W.M. Schultz Construction, Inc.

EXTRA WORK REPORT

NO:

4595

DATE:

11-2-17

 CUSTOMER: City of Newburgh

 JOB SITE: South Water Sewer Separation

 WORK PERFORMED: Time Lost Removing abandoned 12" water and 4" Gas Line and Connecting open Ends

LABOR

PERSONNEL	CRAFT/TRADE	HOURS	COMMENTS
Joe Weber	Superintendent	1	
Paul Ferguson	Operator	1	
Ethuan Shilale	Operator	1	
Dan Buck	Laborer	1	
Dan Hartung	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-250	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. Mordas -			
Steve M. Mordas			
11/9/17			

YELLOW: Customer

WHITE COPY: Office

CUSTOMER ACKNOWLEDGEMENT

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 a abandoned 12" water and 4" Gas Line and Cementing up open ends.

LABOR

PERSONNEL	CRAFT/TRADE	HOURS	COMMENTS
Tony Cerno	Foreman	3	
Carl Smith	Operator	3	
Tom Boisfiglioli	Operator	3	
Pedro Tasso	laborer	3	
Kim Smith	Transfer	3	
Ken Depietro	Operator	3	
James Parker	Transfer	3	

EQUIPMENT AND TOOLS

MAKE AND MODEL	SIZE/CAPACITY	HOURS	COMMENTS
Link Belt Excavator	350	3	
Liebherr Excavator	904	3	
Kawasaki Loader	267	3	
International Dump truck	14 yard tandem	3	
Ford Dump truck	F-250	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	
on site			
Labor Materials noted			
are accurate, work was also			
stop on 11/3 due to bot pipe			
removed - continued excavate			
of shale.			
+ careful digging			
ground Hydrant lateral			
11/9/17			

YELLOW: Customer

WHITE COPY: Office

CUSTOMER ACKNOWLEDGEMENT

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 Cost Removing abandoned 12" water and 4" Gas Lines and Capping up open ends.

LABOR

PERSONNEL	CRAFT/TRADE	HOURS	COMMENTS
Joe Wehner	Superintendent	1	
Paul Ferguson	Operator	1	
Ethan Shields	Operator	1	
Dan Bach	Librarian	1	
Dan Hestring	Librarian	1	
Bill Edwards	Librarian	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	
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	
Conest	Bags	1	
Brick	Each	10	
Time & Material verified by M. Mordas			
Note: Plastic is total amount			

Note: Plastic is total amount
over project to date.

WHITE COPY: OFFICE

CUSTOMER ACKNOWLEDGEMENT

W.M. Schultz Construction, Inc.

EXTRA WORK REPORT

NO: 4596 DATE: 11-6-17

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

WORK PERFORMED: Time & Cost Removing abandoned 12" water and 4" Gas main and connecting up open ends. Also had time prepping pavement for Saw cutting in area of water relocation. We cleaned pavement and marked out areas to be cut. We had a Saw cut pavement total of 63 feet

LABOR

PERSONNEL	CRAFT/TRADE	HOURS	COMMENTS
Joe Weber	Superintendent	1	
Carl Smith	Operator	1	
Tom Bonfiglioli	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	2.67	1	
International Dump truck	14 yard tandem	1	
Ford pickup	F-250	1	
Bobcat Excavator	904	1	
Ford Dump truck	F-250		
Bob cat Skid Steer		2	

MATERIALS

DESCRIPTION	UNIT OF MEASURE	HOURS	COMMENTS
Water enterprises (saw cut pavement)	Foot	63	
Time & Material verified -			
Steve M. Moly 11/9/17			

YELLOW: Customer

WHITE COPY: Office

CUSTOMER ACKNOWLEDGEMENT

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.

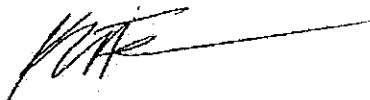
Description	Amount	Contract Times (days)	
		Substantial	Final
1. Item 1	\$17,820.85	4	4
2. Item	\$0.00	0	0
Total This Change Order Proposal	\$17,820.85	4	4

\$14,261.59

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

**M15 NEWBURGH EXTRA WORK
FORCE MAIN EXTRA'S**

LABOR HOURS							
DATE	EMER	FORE	OPT A	OPT B	LATE	TEAM	TOTALS
DAY SHEET							
13-SEP	4570	6	3		5		18
15-SEP	4576	5	25				12.5
18-SEP	4577	16					16
20-SEP	4578	2					3
21-SEP	4579	2			1		2
22-SEP	4579						
23-SEP	4574	1			2		4
28-SEP	4574	9			4.5		13.5
30-OCT	4575	16			2		24
4-OCT	4581	8			2		16
							0
		55	5.5	0	38.5	0	99
Total hours		\$ 147.29	\$ 106.25	\$ 113.56	\$ 28.52	\$ 85.62	
Rate							
Cost		\$ 699.38	\$ 534.45	\$ 534.45	\$ 5	\$ 170.56	\$ 635.35

[illegible][illegible][illegible]

Lumber Cost:

\$10,568.35

Total Equipment Cost

3,256.37

[illegible]

TOTAL CHARGE ORDER COST	
LABOR	\$ 36,556.55
EQUIPMENT	\$ 1,354.17
MATERIAL	\$ 1,677.88
SUBS.	
TOTAL COST	\$ 39,588.60
15% Overhead and Profit	\$ 5,938.29
	\$ 45,526.89

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	Operator	3	
Quinn Din	Laborer	3	

EQUIPMENT AND TOOLS

MAKE AND MODEL	SIZE/CAPACITY	HOURS	COMMENTS
Ford Dump truck (2016)	250	3	
Ciebherr Excavator	A 90.4	3	
Cat Excavator	314	3	
Kawasaki Loader	672	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

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 raling out it was an Electrical Duct Bank and checking with plant workers and inspector we slowly 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	2 1/2	
Sal Sorbello	Foreman	2 1/2	
Melissa Murry	Laborer	2 1/2	
Nick Esposito	Operator	2 1/2	
Qadir Din	Laborer	2 1/2	

EQUIPMENT AND TOOLS

MAKE AND MODEL	SIZE/CAPACITY	HOURS	COMMENTS
Ford Dump truck	750	2 1/2	
Ciebberr Excavator	A904	2 1/2	
Cat Excavator	314	2 1/2	
Kawasaki Loader	673	2 1/2	
FOREMAN'S PICKUP		2 1/2	

MATERIALS

DESCRIPTION	UNIT OF MEASURE	HOURS	COMMENTS
Rip Rap	tons	11.28	

YELLOW: Customer

WHITE COPY: Office

CUSTOMER ACKNOWLEDGEMENT

W.M. Schultz Construction, Inc.

EXTRA WORK REPORT

NO: 4577 DATE: 9-18-17

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" m-j 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 Leber	Superintendent	3	
Sal Sorbello	Foreman	3	

EQUIPMENT AND TOOLS

MAKE AND MODEL	SIZE/CAPACITY	HOURS	COMMENTS
cat Excavator	319	3	
FOREMAN'S PICKUP			

MATERIALS

DESCRIPTION	UNIT OF MEASURE	HOURS	COMMENTS

YELLOW: Customer

WHITE COPY: Office

CUSTOMER ACKNOWLEDGEMENT

Revised Form NEBS SYSTEM printing service 1-800-441-4527 NEBS, Inc. (C) 2014 1-800-441-4527

Ref: 1000 00000000

W.M. Schultz Construction, Inc.

EXTRA WORK REPORT

NO:

4578

DATE _____

9-20-77

CUSTOMER:

City of Newburgh

JOB SITE:

South Water Street Sewer Separation

WORK PERFORMED:

WORK PERFORMED: We worked on locating 4" line in wall. The line ended up being deeper than shown on as built. 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

[illegible]

EQUIPMENT AND TOOLS

[illegible]

MATERIALS

[illegible]

YELLOW: Customer

WHITE COPY: Office

CUSTOMER ACKNOWLEDGEMENT

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 Acadia's 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

Revised Form NEBS CUSTOMER printing services 1-800-663-4327 MS&S Inc. Weymouth, MA 01978

Dist. Inc. # 024105502

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
O.D. Pipe.

LABOR

PERSONNEL	CRAFT/TRADE	HOURS	COMMENTS
Joe Weber	Superintendent	1	
Melissa Murry	laborer	2	
Radic Dia	laborer	1	

EQUIPMENT AND TOOLS

MAKE AND MODEL	SIZE/CAPACITY	HOURS	COMMENTS
Pickup		1	

MATERIALS

DESCRIPTION	UNIT OF MEASURE	HOURS	COMMENTS

YELLOW: Customer

WHITE COPY: Office

CUSTOMER ACKNOWLEDGEMENT

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	CHAFT/TRADE	HOURS	COMMENTS
Joe Carter	Superintendent	4 1/2	
Sal Sorbello	Foreman	4 1/2	
Qadir Dir	laborer	4 1/2	

EQUIPMENT AND TOOLS

MAKE AND MODEL	SIZE/CAPACITY	HOURS	COMMENTS
Cat Excavator	314	4 1/2	

MATERIALS

DESCRIPTION	UNIT OF MEASURE	HOURS	COMMENTS
2" styro foam 4'x8'x2"	Sheets	2	
pickup		4 1/2	

YELLOW: Customer

WHITE COPY: Office

CUSTOMER ACKNOWLEDGEMENT

Revised from NEBS CUSTOMER printing service 1-2025-10-1227 NEBS, Inc. 01/01/11 10/1/2011

10/1/2011

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" Ductile Pipe 2-4"-90 Bends			
1- 4" Dresser coupler			
1- 1" comp 1- 1" curb Stop & Box + Road			
100 feet of 1" poly tubing			
1- 1" comp 90° Bend			
6 - 1" inserts for Poly tubing			
4- 4" Mega Retainer Glands			
PICK-UP			

YELLOW: Customer

WHITE COPY: Office

CUSTOMER ACKNOWLEDGEMENT

Order from NEBS CUST-10 printing service 1-800-233-4327 NEBS Inc. 11/09/11 11/09/11

For Use of Customers

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 bank 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 Wicker	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
#52 1 SS INSERT F/CIS PIE	6		
H15526N 1 90 BEND 110 CTSXCTS	1		

YELLOW: Customer

WHITE COPY: Office

CUSTOMER ACKNOWLEDGEMENT:

Printed From NEBS-CUST-01 printing order 1-25-2017 11:55 AM 10/11/17 10/11/17

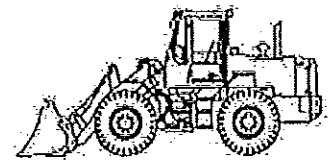
Printed From NEBS-CUST-01

Adjustments for 221 in WMSCI Large Equipment

November 14, 2017

Kawasaki 65ZV-2
4-Wd Articulated Wheel Loaders

Size Class:
135 - 140 HP
Weight:
25,580 lbs.



Configuration for 65ZV-2

Operator Protection Power Mode	BROPS Diesel	Net Horsepower Bucket Capacity - Heaped	148.9851 hp 2.9953 cu yd
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Blue Book Rates

** FHWA Rates 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)	(\$0.30)		
Ownership (100%)	-	-	-	-		
Operating (100%)	-	-	-	-		
Total:	\$4,891.15	\$1,371.45	\$342.88	\$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
CFG (ownership)	8%	\$365.20/mo
Indirect (ownership)	12%	\$547.80/mo
Fuel (operating) @ 2.53	47%	\$12.14/hr

Revised Date: 2nd Half 2017

Adjustments for 421 in WMSC 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	80 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:	\$6,086.00	\$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)	40%	\$3,412.89/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



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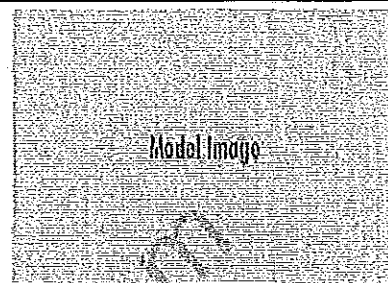
All prices shown in US\$

Adjustments for TIMBOLAND3 in Rental Equipment

November 14, 2017

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

Size Class:
60,001 GVW & Over
Weight:
19,762 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

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

	Ownership Costs				Estimated Operating Costs	PHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$4,560.00	\$1,275.00	\$320.00	\$38.00	\$46.70	\$72.01
Adjustments						
Region (New York: 100%)	\$364.00	\$102.00	\$25.50	\$3.84		
Model Year (2010: 99.7%)	(\$14.77)	(\$4.13)	(\$1.04)	(\$0.16)		
Ownership (100%)						
Operating (100%)						
Total:	\$4,910.03	\$1,372.87	\$334.56	\$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
CPC (ownership)	6%	\$278.60/mo
Indirect (ownership)	11%	\$501.60/mo
Fuel (operating) @ 2.53	61%	\$28.34/hr

Revised Date: 2nd Half 2017



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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:
3,000 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:	\$860.64	\$238.89	\$59.22	\$8.61	\$7.45	\$12.20

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	56%	\$442.40/mo
Overhaul (ownership)	29%	\$229.10/mo
CFC (ownership)	5%	\$38.50/mo
Indirect (ownership)	10%	\$79.00/mo
Fuel (operating) @ 2.53	65%	\$4.86/hr

Revised Date: 2nd Half 2017

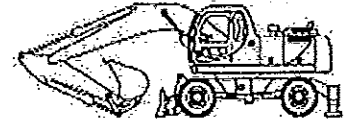
NO LIEBHERR 904 IN BLUE BOOK
CAT 322 SIMILAR

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	\$107.00
Adjustments:						
Region (New York: 108%)	\$830.40	\$232.40	\$58.00	\$8.80		
Model Year (2008: 100%)	-	-	-	-		
Ownership (100%)	-	-	-	-		
Operating (100%)	-	-	-	-		
Totals:	\$11,210.40	\$3,137.40	\$783.00	\$118.80	\$48.10	\$111.00

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	41%	\$4,255.80/mo
Overhaul (ownership)	45%	\$4,671.00/mo
CEC (ownership)	5%	\$622.80/mo
Indirect (ownership)	8%	\$830.40/mo
Fuel (operating) @ 2.53	33%	\$15.77/hr

Revised Date: 2nd Half 2017

Maximum Purchase of \$2500

PO Number: 00053

Date _____

9/13/17

Job #

Mr. G. S.

Job Name

Albertus Magnus

Vendor Name:

Receipt Attached:	Y/N (circle one)
-------------------	------------------

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

[illegible]

Ordered by (Print Name):

Shirley

Delivery: Y N (circle one)

Signature:

[Signature]

Delivery Fee

For Accounting Office Use:

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?

Yes

No

•

1

1

1

Figure 1

ENTER FOR BUSINESS 1-800-800-6327

अथ विष्णुः

Hudson Valley Construction Services

6 Blue Star Farm Road
Comwall, New York 12518

Invoice

Date	Invoice #
9/22/17	889

Bill To
W.M. Schulz 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 9/13/17 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 Gravel 9/15/17 TK#102862	11.28	18.75	211.50	
9/15/17 Delivery Fee Short Load	1	90.00	90.00	
JOB # _____ CONT CODE _____				
PO / EA / RC <u>2570</u> BL ACCOUNT _____				
EQUIP # _____ COST ITEM _____				
SERVICE NO. _____ DATE 9.10.2017				
PRICE VERIFIED _____ DTY 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



DUPLICATE
INVOICE

1830 Craig Park Court
St. Louis, MO 63146

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

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
Remit To:
CORE & MAIN LP
PO BOX 26330
ST LOUIS, MO 63146

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

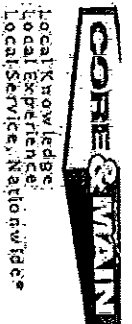
CUSTOMER JOB- NEWBURG South Water St.

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

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

Product Code	Description	Quantity		Price	UM	Extended Price
		Ordered	Shipped			
			B/O			
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 BAN 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/GLNDUSA DOMESTIC	4	4	8.50000 EA		34.00
3610B25008N	B25008N 1 BALL CORP CCKCTSG CC X CTS COMP NO LEAD	1	1	101.70000 EA		101.70
3710B25209N	B25209N 1 BALL CURB CTSXCTS CTS C110 COMP W/1/4 TURN CHECK NO LEAD	1	1	167.82000 EA		167.82
59BA25040	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 PR	4	4	2.42000 EA		9.68
0910E200C1	1X100' CTS PE TUBING 200PSI PE3408 NSF SDR 9 D2737	100	100	.55000 FT		55.00

POLIC: EPSIE NY
 Section: 405
 650 Sheple Rd
 Poughkeepsie NY 12601
 PHONE # 845 249 4909
 09/29/2017 10:38 AM PAGE 2



PICK TICKET H881962

FILED BY: UP
 CHECKED BY: UP
 REVIEWED BY: UP
 ENTERED BY: PAUL MEISSNER - 405

REPRINT 09/29/2017 10:38 AM PAGE 2

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

SPECIAL INSTRUCTIONS/COMMENTS:

ITEM NO.	QTY ORDERED	DATE ORDERED	PACKAGE QUANTITY	JOB NAME	JOB NUMBER	DATE ORDERED	QTY ORDERED	QTY SHIPPED	DATE SHIPPED	UNIT PRICE	AMOUNT
405	9/28/17	10/2/17	JAY 80287	South Water St.	NEWBURG	10/2/17	1	1	10/2/17	577	577
WH2 001 BRS	3610B25008N						1	1			EA
WH2 001 BRS	3710B25209N						1	1			EA
BOX	59EA25040						1	1			EA
WH2 001 BRS	3910B2						4	4			EA
POL	0910E200C1						100	100			FT
PO# REQUIRED											
TAX AMOUNT											
FREIGHT											
DELIVERY											
HANDLING											
RESPONDING											
INCIDENTAL											
TOTAL SALE											

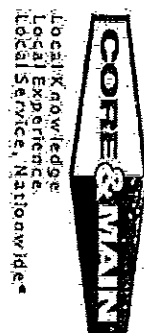
END OF ORDER

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/1andco



RECEIVED BY: X
 SIGNATURE: PAUL MEISSNER
 PRINT NAME: PAUL MEISSNER
 HERE

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



FILED BY: *[Signature]*
CHECKED BY: *[Signature]*
REVIEWED BY:

REPRINT 09/29/2017 10:38 AM PAGE 1

PICK TICKET

ENTERED BY: PAUL MEISSNER - 405

W.M. SCHULTZ CONSTRUCTION, INC.
PO BOX 2620
BALLSTON SPA, NY 12020-8620
Cus. Ph# 518 885 0060

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

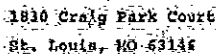
SPECIAL INSTRUCTIONS/COMMENTS:

NO.	DATE ORDERED	DATE SHIPPED	PURCHASE ORDER NO.	JOB NAME	JOB NUMBER	DELIVERY METHOD				BILL OF LADING NO.	SHIPPED VIA	SALESMAN
405	9/28/17	10/2/17	JAY 60287	South Water St.	NEWBURG	TRUCK	CRANE/PICKUP	DIRECT	SHIPPED		CORE & MAIN LP	577
ITEM LOCATION	PRODUCT CODE	DESCRIPTION	QTY ORDERED	QTY SHIPPED	BACK ORDERED	UNIT PRICE	PER	AMOUNT				
D12	010452T	4" J. C. 52 DI PIPE C/L WEIGHT: 13.0600 lb	20	20			FT					
MJD	21T069M	6 MU 90 BEND USA CP DI C153 WEIGHT: 49.0000 lb	2	2			EA					
WH1 041 L01	21AMF8061106	6 EBA MEGALUG MU DI 1106 RSTR F/DI PIPE, BLACK WEIGHT: 11.9000 lb	4	4			EA					
WH1 032 L03	21TAMM/JR06LGUSA	6 MU REGULAR ACC SET U/LG/LD USA WEIGHT: 6.0000 lb	4	4			EA					
	745010510CR5SSBN	50' RV 4IN STRAIGHT CPLG 5IN CENTER RING W/304SS B&N 4.74 5.10 OD 5.01-5.10X5.10X5SS	1	1			EA					
WH1 033 L01	21T049M	4 MU 90 BEND USA CP DI C153 WEIGHT: 24.0000 lb	2	2			EA					
WH1 041 L01	21AMF8041104	4 EBA MEGALUG MU DI 1104 RSTR F/DI PIPE, BLACK WEIGHT: 7.7000 lb	4	4			EA					
WH1 031 L01	21TAMM/JR04LG	4 MU REGULAR ACC SET U/LG/LD USA DOMESTIC WEIGHT: 4.0000 lb	4	4			EA					
PO# REQUIRED												
MERCHANDISE SURTAX	TAX	EX AMOUNT	PIBANT	DELIVERY	HAULING	RESTORING	ACCESSORIES	CONTINUED				
								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.waterportsupply.com/terms



RECEIVED BY
SIGNATURE
PRINT NAME
HERE



Invoice #	H902228
Invoice Date	10/04/17
Account #	206097
Sales Rep	J LEARY
Phone #	845-249-1909
Branch #405	Poughkeepsie, NY
Total Amount Due	\$914.30

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#
16/02/17	10/03/17	LEARY	South Water St.	NEWBORG		CORE & MAIN LP	H902228

Product Code	Description	Quantity		Price	UM	Extended Price
		Ordered	Shipped			
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 DEAD	1	1	34.31000 EA		34.31
21AMF8041104	4 EBAA NEGALUG 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

[illegible]

Freight	Delivery	Handling	Restock	Misc	Subtotal:	914.30
					Other:	.00
					Tax:	.00

Terms: NET 30

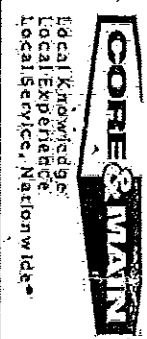
Invoice Total: \$914.30

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/2andc>

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Page: 1

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



FILED BY: *DB*
 CHECKED BY: *RE*
 REVIEWED BY:
 ENTERED BY: PAUL MEISSNER - 405

REPRINT 10/03/2017 12:09 PM PAGE 1
 206097 ORIG ORDER # H892039

PICK TICKET H902228

Cus Ph# 518 885 0060

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

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

SPECIAL INSTRUCTIONS/COMMENTS:

LINE	DATE ORDERED	DATE SHIPPED	RELEASED ON/DATE	SHIP NAME	SHIP ADDRESS	SHIP CITY	SHIP STATE	SHIP ZIP	SHIP METHOD	SHIP DATE	SHIP TIME	SHIP AMOUNT	SHIP TAX	SHIP TOTAL
405	10/02/17	10/2/17	LEARY	South Water St.	NEWBURGH	NY	12550							
MJD	21T06S175T			6 MJ S/P SLEEVE USA CP DI C153										
WH2 001 BRS	3910152			#52.1 SS INSERT F/CTS PE										
BRS	3910H15526N			NO LEAD										
WH1 041 LOT	21AMF8041104			4 EBAA MEGALUG MJ DI 1104 RSTR										
WH1 031 LOT	21TAMMJRO4LG			4 MJ REGULAR ACC SET UGLANDUSA										
FBR	13NW8012500			8 OZ NON-MOVEN 12.5X360 1500										
TOTAL WEIGHT: 121.55														
PO#-REQUIRED														
MERCHANTS TOTAL TAX TAX AMOUNT FREIGHT DELIVERY HANDLING POSTAGE MARSHAL/FEES														
END OF ORDER TOTAL SALE														

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



RECEIVED BY SIGNATURE: *[Signature]*

**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	0	0

\$4,427.25

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](#)



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



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
8 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.

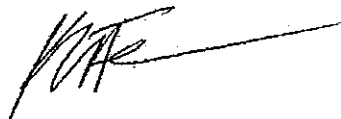
Description	Amount	Contract Times (days)	
		Substantial	Final
1. Item 1	+4,105.50	No Change	No Change
2. Item	\$0.00	0	0
Total This Change Order Proposal	+4,105.50	0	0

\$3,748.50

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 11/18/17



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

Attn: Kevin Ture

Date: 11/6/17

Project: Water St. Newburgh NY REVISED

Location: Newburgh NY

Owner: City of Newburgh

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.

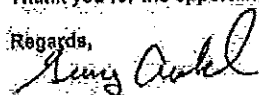
Not Included:

- 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

\$14.20 / TON



51 POWDER MILL BRIDGE RD. KINGSTON, NY 12401
(845) 336-0753 PHONE (845) 336-8245 FAX
www.roidconstruction.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: Newburgh NY

Owner: City of Newburgh

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 \$80.60 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 Aroid's work by owner.

Thank you for the opportunity to quote this project.

Regards,

Gary Aroid
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
SHEET NO. TO SUPERPAVE OF _____
CALCULATED BY _____ DATE _____
CHECKED BY _____ DATE _____
SCALE _____

MARLINE 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

$\frac{84,400}{9} = 9,378 \text{ SY @ } 1\frac{1}{2}" \times 115\#$
 $\frac{9,378 \text{ SY}}{2000} = 4.689 \text{ TONS}$
5% WASTE = 50N 850 TONS

SUBCONTRACTOR LIP CHARGE \$420/TON
X 850 TONS

\$3,570
~~OH & P 10% \$420~~
~~\$1,470~~
~~\$4,285~~
15% OH & P 535 \$

\$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	2.5	2.5

\$23,993.86

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

rev. 1 1/15/2018

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	12	12	2
Total Hours	21.5	6	7.5	25	18.5	24.5	24	3	2		
FWHA 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		

Total Equipment Cost \$ 6,055.50

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	\$	5,644.92
	\$	27,354.85

<u>Subcontractors</u>			
Arold Paving	16Ton @ \$120	\$ 1,920.00	
	5 gal tack @ \$10	\$ 50.00	
NE Sawcutting	60' @ \$5.06	\$ 303.60	
		<u>\$ 2,273.60</u>	

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 to 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-inches 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-inches 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 GL

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 bands 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	
15 Light Plants		12	
Pump 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 Bands	Each	4	
6" DIP Pipe	feet	2.5	
Foster adapter 6"	Each	1	
6" Mega Glands & MS kits	Each	8	
3/4" threaded rod	feet	50	

16 Eye bolts 16 Nuts 16 washers

8 caplin Nuts

YELLOW: Customer

WHITE COPY: Office

CUSTOMER ACKNOWLEDGEMENT

Work from NCOS CUSTOMER priority service 1-800-555-6327

Hours Verified by *[Signature]* 11/21/17 GERC

W.M. Schultz Construction, Inc.

EXTRA WORK REPORT

NO:

4059

DATE:

10/31/17

TO:

CITY OF NEWBURN

JOB SITE:

M 155 NEWBURN SEWER

WORK PERFORMED:

WATERLINE RELOCATION @ WASHINGTON ST.

FINISH BACKFILL AND POLE ALL SHORTEN.

LABOR

PERSONNEL	CRAFT/TRADE	HOURS	COMMENTS
TONY CRENS	FOREMAN	3.5	
CAL 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 672 (LOADER)		3.5	
TANDEM DUMP TRUCK		3.5	

MATERIALS

DESCRIPTION	UNIT OF MEASURE	HOURS	COMMENTS

Mr. Jones Field Observations

YELLOW: Customer

WHITE COPY: Office

CUSTOMER ACKNOWLEDGEMENT

W.M. Schultz Construction, Inc.

DAY

EXTRA WORK REPORT

NO: 4057 DATE: 10/30/17

STOMER: CITY OF NEWBURN

JOB SITE: MISS NEWBURN SEWER

ALCAOIAS (ENGINEER)

WORK PERFORMED: WATERLINE RELOCATION @ WATER ST & WASHINGTON ST INTERSECTION. EXCAVATE TO RELOCATE WATERLINE IN ORDER TO GET NEW SEWER BY IT. LOTS OF ABANDONED PIPES IN HOLE. STORM SEWER EXPOSED AND JOINT WAS LEAKING BAD. DPW OUT TO FIX IT. APPROX. 2 HRS. 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	
KRM 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 672 (LOADER)		9	
2" PUMP W/ HOSE		12	
ELECT PLANT		12	
LINK BELT 300 (EXCAVATOR)		6	
TANDEM DUMP TRUCK		3	

MATERIALS

DESCRIPTION	UNIT OF MEASURE	HOURS	COMMENTS
NUMORA 1 & 2 STONE	6 YARDS		
LABOR MATERIALS			
STEEL MEN			

YELLOW: Customer

WHITE COPY: Office

CUSTOMER ACKNOWLEDGEMENT

Run Date: 10/26/17

Preshipment Notification



Customer #	206097
Order #	1024272
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	30	30		3.00000	EA	90.00
		364-4000						
	24AFHN07H	3/4 HEAVY HEX PLAIN NUT	30	30		.50000	EA	15.00
	24AFHW07	3/4 PLAIN FLAT STEEL WASHER	30	30		.30000	EA	9.00
	24AFTR07B	3/4 PLAIN BLACK ROD COUPLING	10	10		3.06000	EA	30.60
	24AFTR0346	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

PURCHASE ORDER
2570

SCHULTZ

To:	HUDSON VALLEY CONST SVCS 6 BLUE STAR FARM ROAD CORNWALL NY 12615	Order Date:	8/20/2017	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	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	REMARKS
1.00	EA	SANITARY 60" DIA. MANHOLE WITH 6" EXTENDED "NEW MANHOLE" C-01	2,253.00	2,253.00	✓
1.00	EA	SMH-1 SANITARY 60" DIA. MANHOLE WITH 6" EXTENDED	2,356.00	2,356.00	✓
1.00	EA	SMH-2 SANITARY 60" DIA. MANHOLE WITH 6" EXTENDED	2,335.00	2,335.00	✓
1.00	EA	SMH-3 SANITARY 60" DIA. MANHOLE WITH 6" EXTENDED	2,335.00	2,335.00	✓
1.00	EA	SMH-4 SANITARY 60" DIA. MANHOLE WITH 6" EXTENDED	2,034.00	2,034.00	✓
1.00	EA	SMH-5 SANITARY 60" DIA. MANHOLE WITH 6" EXTENDED	1,791.00	1,791.00	✓
1.00	EA	SMH-6 SANITARY 60" DIA. MANHOLE WITH 6" EXTENDED	1,465.00	1,465.00	✓
1.00	EA	SMH-7 SANITARY 60" DIA. MANHOLE WITH 6" EXTENDED	1,628.00	1,628.00	✓
1.00	EA	SMH-8 SANITARY 60" DIA. MANHOLE WITH 6" EXTENDED	1,274.00	1,274.00	✓
		THE ABOVE ITEMS ARE TO BE PROVIDED IN ACCORDANCE WITH SPECIFICATION SECTION 33 05 13 MANHOLES & STRUCTURES		0.00	
1,000.00	TON	NYSDOT SUBBASE	15.70	15,700.00	✓
1,860.00	TON	NYSDOT #11#2	20.00	37,200.00	✓
4,000.00	TON	MALINGS/RCA	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.

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

Acknowledged and Accepted for Seller

John N. Pivas
 John N. Pivas
 9/13/17
 Date

John Nannini Pivas
 John Nannini Pivas
 President

Rental Rate Blue Book®

September 12, 2017

Link-Belt 160 X2
Crawler Mounted Hydraulic Excavators



Size Class:
16.1 - 19.9 MTons
Weight:
37,700 lbs.

Configuration for 160 X2

Net Horsepower: 120 hp
Bucket Capacity - Heaped: 7.6 cu yd.

Power Mode: Diesel
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 Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	\$7,445.00	\$2,085.00	\$520.00	\$76.00	\$36.75	\$79.05
Adjustments						
Region (New York State DOT: 108%)	\$595.80	\$166.80	\$41.60	\$6.24		
Model Year (2015: 99.4%)	(\$40.24)	(\$13.51)	(\$3.37)	(\$0.51)		
Ownership (100%)	-	-	-	-		
Operating (100%)	-	-	-	-		
Totals	\$7,892.36	\$2,238.29	\$560.23	\$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)

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 Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	\$12,250.00	\$3,430.00	\$860.00	\$130.00	\$69.50	\$129.10
Adjustments						
Region (New York State DOT: 100%)	\$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	\$69.50	\$184.22

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	38%	\$4,410.00/mo
Overhaul (ownership)	49%	\$6,002.50/mo
CFC (ownership)	7%	\$837.50/mo
Indirect (ownership)	8%	\$980.00/mo
Fuel (operating) @ 2.53	37%	\$22.00/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)

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 cu yd - 10 cu yd
Power Mode	Diescl	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 100%)	\$237.20	\$66.40	\$16.80	\$2.59		
Model Year (2016: 89.7%)	(\$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

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.

Model Image

Configuration for 4X2 3/4 160 CONV DSL

Power Mode	Diesel	Horsepower	160
Axis 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 (2010: 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	\$12.20

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	56%	\$442.40/mo
Overhaul (ownership)	29%	\$229.10/mo
CFC (ownership)	5%	\$39.30/mo
Indirect (ownership)	10%	\$79.00/mo
Fuel (operating) @ 2.53	65%	\$4.86/hr

Revised Date: 2nd Half 2017

TANDEM DUMP TRUCK

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: 100%)	\$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
CPC (ownership)	6%	\$273.60/mo
Indirect (ownership)	11%	\$501.60/mo
Fuel (operating) @ 2.53	61%	\$2834/hr

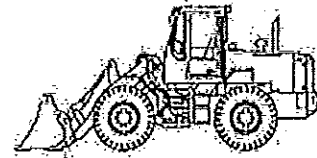
Revised Date: 2nd Half 2017

Adjustments for 221 in WMSCI Large Equipment

November 14, 2017

Kayvasak 65ZV-2
4-Wheel Articulated Wheel Loaders

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



Configuration for 65ZV-2

Operator Protection Power Mode	EROPS Diesel	Net Horsepower Bucket Capacity - Heaped	148.9851 hp 2.9853 cu yd
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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 Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	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	\$342.66	\$51.43	\$25.85	\$53.61

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	41%	\$1,871.65/mo
Overhaul (ownership)	39%	\$1,780.35/mo
CFC (ownership)	8%	\$385.20/mo
Indirect (ownership)	12%	\$547.80/mo
Fuel (operating) @ 2.53	47%	\$12.14/hr

Revised Date: 2nd Half 2017

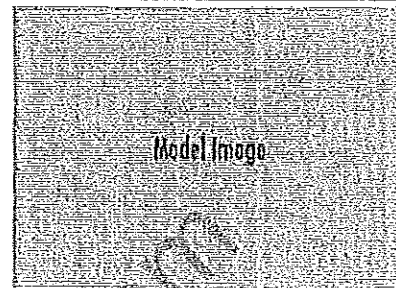
2" PUMP

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 Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	\$205.00	\$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	\$3.94

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)

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.

Model Image

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

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

	Ownership Costs				Estimated Operating Costs	PHWA 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 (2008: 92.5%)	(\$110.07)	(\$33.37)	(\$8.25)	(\$1.27)		
Ownership (100%)	-	-	-	-		
Operating (100%)	-	-	-	-		
Total:	\$1,465.13	\$411.63	\$101.75	\$15.73	\$6.25	\$14.58

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	37%	\$586.45/mo
Overhaul (ownership)	64%	\$855.90/mo
CFC (ownership)	4%	\$63.40/mo
Indirect (ownership)	5%	\$70.25/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 14-155 NEUBURGH
SHEET NO. _____ OF _____
CALCULATED BY _____ DATE _____
CHECKED BY _____ DATE _____
SCALE _____

RELOCATE WATERLINE SUBS

TRENCH PATCH

$$\frac{25' \times 10'}{9} = 28.34 \text{ @ } 10'' = 16 \text{ TON}$$

AROLD PAVING

$$16 \text{ T @ } \$120.00 = \$1,920.00$$

$$\text{TACK COAT } 5 \text{ GAL @ } 10'' = 50.00$$

SAWCUT N.E.

$$60' \text{ @ } \$5.00/\text{LF} = 300.00$$

$$\underline{\$2,270.00}$$

5% O.H. & P

$$\underline{\$113.50}$$

$$\underline{\$2,383.50}$$



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: Newburgh NY

Owner: City of Newburgh

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

Handwritten: \$15.00/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.

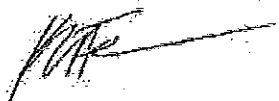
Description	Amount	Contract Times (days)	
		Substantial	Final
1. Item 1	\$ 1,151.36	0	0
2. Item	\$0.00	0	0
Total This Change Order Proposal	-\$1,151.36	0	0

\$(2,791.36)

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
 Description: RFCOP #8, eliminate doghouse MH, add cleanout,
 etc.
 Cost Code:
 Production: DAYS
 Hours per Day: 8
 Alternate:

Unit of Measure: LS
 Bid Quantity: 1.00
 Take-off Quantity: 1.000
 Total Man-Hours: -3.20
 Man-Hours per Unit: -3.2000
 Units / MH: -0.3125

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 O-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

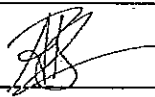
PROPOSAL REQUEST

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.

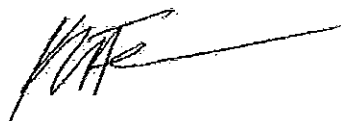
Description	Amount	Contract Times (days)	
		Substantial	Final
1. Item 1	\$4,908.00	0	0
2. Item	\$0.00	0	0
Total This Change Order Proposal	\$4,908.00	0	0

\$4,481.40

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 StripeTakeoff

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
Straightline 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 or 11/15/2016

History: through 11/15/2017

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	\$0.55	\$1,250.70
D263368	9BOW06	02/16/2017	RTE 10 OVER PLATNER BROOK (CBOW)	7,560.00	\$0.30	\$2,268.00
D263301	1BOW0G	02/16/2017	ROUTE 23 OVER SCHOHARIE CREEK & ROUTE 23 OVER HUNTERSFIELD	16,419.00	\$0.50	\$8,209.50
D263357	600124	02/16/2017	RTE. 14A BIG STREAM BRIDGE REPLACEMENT, BIN 1011070	5,250.00	\$0.50	\$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	\$0.21	\$5,930.40
D263341	581250	01/26/2017	TRANSIT ROAD FROM TERRACE BLVD. TO GEROGUE URBAN BLVD.	21,992.00	\$0.40	\$8,796.80
D263286	903808	01/12/2017	NYS RTE 434 GREENWAY, PENNSYLVANIA AVENUE	6,250.00	\$0.40	\$2,500.00
D263249	453107	12/15/2016	ROUTE 531 TERMINUS	148,600.00	\$0.13	\$19,318.00
D263276	900707	12/01/2016	RTE 38 OVER BERKSHIRE CREEK	4,287.00	\$0.50	\$2,143.50
D263296	510186	12/01/2016	BRIDGE & HIGHWAY REHABILITATION, DRAINAGE IMPROV.	2,364.00	\$0.20	\$472.80
D263303	581106	11/17/2016	INTERSECTION RECONSTRUCTION, WALDEN AT GALLERIA	15,457.00	\$0.36	\$5,564.52
D263326	904261	11/17/2016	RTE 26 AT EAST MAINE ROAD INTERSECTION IMPROVEMENTS	13,575.00	\$0.50	\$6,787.50
D263318	950099	11/17/2016	I81 OVER LOUGHLIN AND COLESVILLE ROAD	53,700.00	\$0.30	\$16,110.00
				Total: 644,153.00		\$337,456.78
 1		4	20,154.00	\$0.60	Export Data	 
 3		1	40,000.00	\$0.25	Export Data	 
 4		1	148,600.00	\$0.13	Export Data	 
 5		4	58,017.00	\$0.34	Export Data	 
 6		1	5,250.00	\$0.50	Export Data	 
 7		1	28,240.00	\$0.21	Export Data	 
 8		4	60,056.00	\$0.59	Export Data	 
 9		7	97,101.00	\$0.34	Export Data	 
 10		1	1,500.00	\$1.43	Export Data	 
 11		6	185,235.00	\$1.06	Export Data	 



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 devices such as concrete barrier be ordered, we will request compensation for those costs or whatever temporary measures are ordered.

Schedule impacts

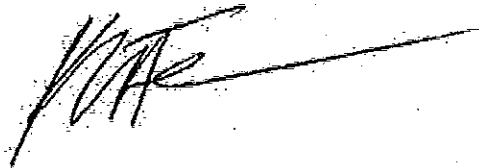
As we can all attest, Schultz's management of the work on this project has put us ahead of schedule with the exception of the bore. Schultz was ready to conduct the bore several months ago and have been at the mercy of CSX. If CSX were able to provide flaggers when we originally requested, the project 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.

A handwritten signature in black ink, appearing to read 'K. Ture', with a long horizontal line extending to the right.

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
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\$ 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		2017-012
UNDERGROUND INSTALLATIONS		
PROJECT NO. 123		
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	
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, sheetpiling, 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 retinage 15. Term is Net 30 days 16. Bid good for 30 days.		
References: Bid proposal is based on of contract plans prepared by Arctic.		Observations & Comments: Site visit was not conducted by TUGI staff.
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 DEVELOPMENT 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	Pay Item	Est Qty	Unit	Bid Unit Price (non-rock)	Bid Total Amount	Bid Comments
Item No.	Description					
	Base Bid					
	Install 30" Steel Casing for 8" PVC Gray 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 Exceed 150' 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	ACCEPTANCE: 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.						Schulte 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 Contractor 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 7/14/17 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

WMSOI Initials _____/_____

SUB Initials _____/_____

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.
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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.

WMSCI Initials _____/_____

SUB Initials _____/_____

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

WMSC Initials _____

SUB Initials _____

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 than 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

Dear Mr. Morris:

Date:

January 29, 2018

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).

Contact:

Robert Ostapczuk

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.

Phone:

518 250 7300

Email:

robert.ostapczuk@arcadis.com

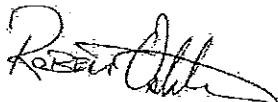
Arcadis proposes to complete the additional services on a not to exceed time and material basis for a total budget of \$17,490. Please see the attached Project Budget for a breakdown of effort by task. Please find enclosed two copies of a partially executed amendment to the agreement. Please have an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

Our ref:

04881005.0000

Sincerely,

Arcadis of New York, Inc.



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

Copies:

A. Brooks, Arcadis
Enclosures

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:

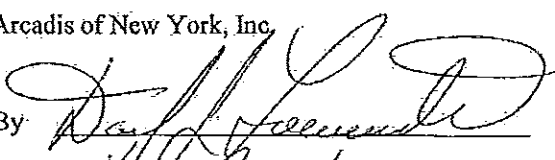
_____, 20____.

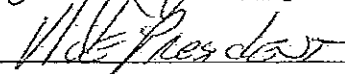
City of Newburgh

By _____

Title _____

Arcadis of New York, Inc.

By  _____

Title  _____

PROJECT BUDGET - Amendment 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 Administration	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 I/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

Printed Name: Thomas W. Broderick, P.E., LEED AP
Title: Division Chief Structures
Date: February 6, 2018

Accepted by: City of Newburgh
By:

Printed Name:
Title:
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.

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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.

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.

THE CITY OF NEWBURGH

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.

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CITY OF NEWBURGH

FIRE DEPARTMENT

123 Grand Street
Newburgh, New York 12550
Phone: 845-569-7419 Fax: 845-569-7435

TO: Michelle Kelson, Corporation Counsel

FROM: William Horton, Asst. Chief of Fire Prevention & Building Inspector

DATE: January 19, 2018

SUBJECT: 274 First Street– Section 2, Block 6, Lot 22

Following your request related to the release of the restrictive covenants for 274 First Street, the building file for the property indicates that all required permits were issued, completed and closed. Inspector Inman conducted a rental registry inspection on 4 October 2017, found no violations and issued a rental registry license for the property.

Currently the property at 274 First Street has no open violations in our office.

Please feel free to contact me if there are any additional questions.

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

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
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 not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**

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

RESOLUTION NO.: 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

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
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 not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**

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

RESOLUTION NO.: 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

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
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 receipt of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
11. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before 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 not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.

16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least ten (10) days in advance of closing title and approved by the City's Engineer.
17. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
18. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: 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

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
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 receipt of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before 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 not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
12. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
13. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
14. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
15. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least ten (10) days in advance of closing title and approved by the City's Engineer.
16. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.

17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: 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

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
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 receipt of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before 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 not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
12. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
13. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
14. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
15. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least ten (10) days in advance of closing title and approved by the City's Engineer.
16. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.

17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: 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

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
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 not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
12. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
13. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
14. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
15. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least ten (10) days in advance of closing title and approved by the City's Engineer.
16. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.

17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO. 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.



**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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APPENDICES

- Appendix: Bidder's Conference/Webinar Information
- Appendix: DCJS Grants Management System (GMS) Instructions and Helpful Hints Document
- Appendix: Eligible Police Departments GIVE 2018-2019 Initiative
- Appendix: Maximum County Funding Amounts
- Appendix: GIVE Specific Contract Requirements
- Appendix: Evidence-Based Policing Resources
- Appendix: GIVE 2018-19 Institutionalization Plan Evaluation Criteria
- Appendix: Crime Data Documents
 - a) Shooting Related Violence – GIVE Eligible Jurisdictions (January 2016 – November 2017)
 - b) Shooting Incidents Involving Injury by GIVE Jurisdiction (2008 to November, 2017)
 - c) Firearm Activity Reports
 - d) Aggravated Assault Crime Data

ATTACHMENTS

- Attachment 1: GIVE Tracker - Used for Time and Attendance Budget Information
- Attachment 2: GIVE Initiative Budget Worksheet

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 each 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 (≥ 3 yr) 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:

<u>Calendar Quarter</u>	<u>Report Due</u>
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](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 eJusticeNY.
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 eJusticeNY.
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](#)

[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." Valparaiso 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

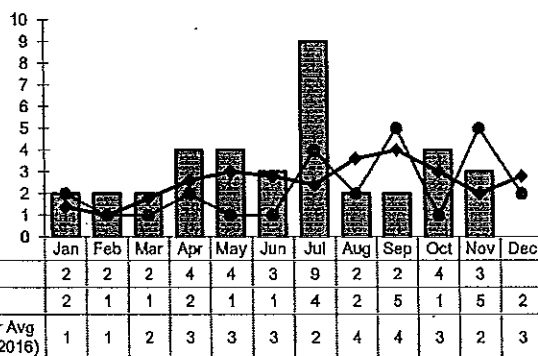
Albany City PD

January - November 2017 vs. 2016

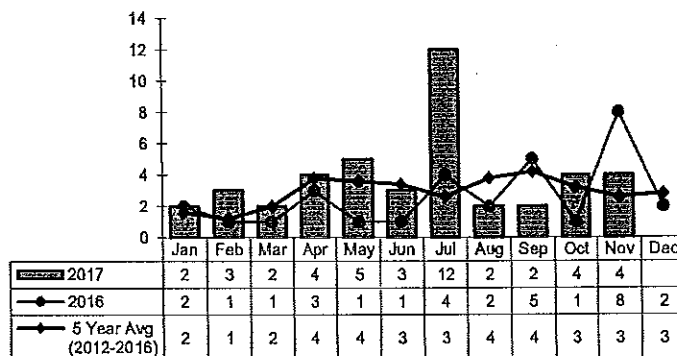
As of 12/11/2017

	5 Year Average YTD (2012-2016)	2016 YTD	2017 YTD	% Change	
				16 vs. 17	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		

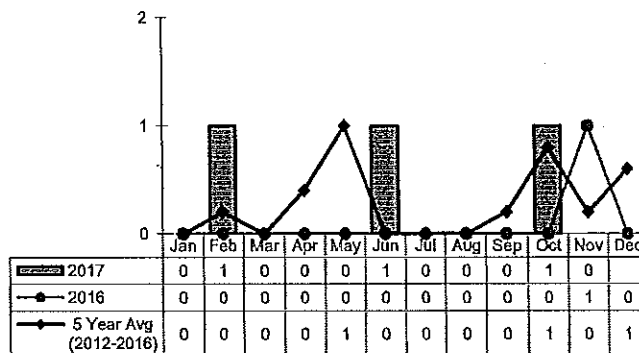
Shooting Incidents Involving Injury



Shooting Victims (Persons Hit)



Individuals Killed by Gun Violence



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.

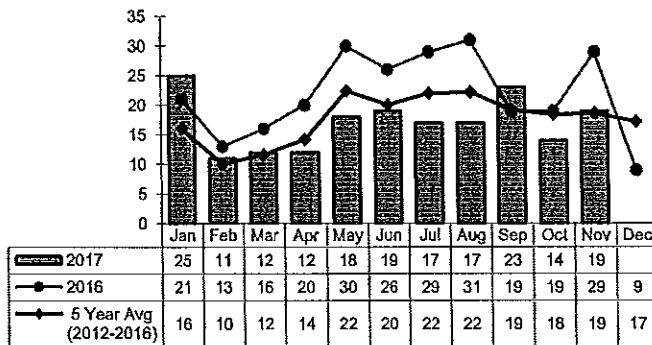
Buffalo City PD

January - November 2017 vs. 2016

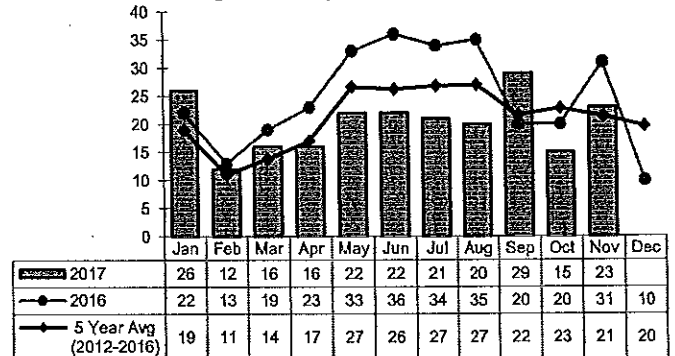
As of 12/11/2017

	5 Year Average YTD (2012-2016)	2016 YTD	2017 YTD	% Change	
				16 vs. 17	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%

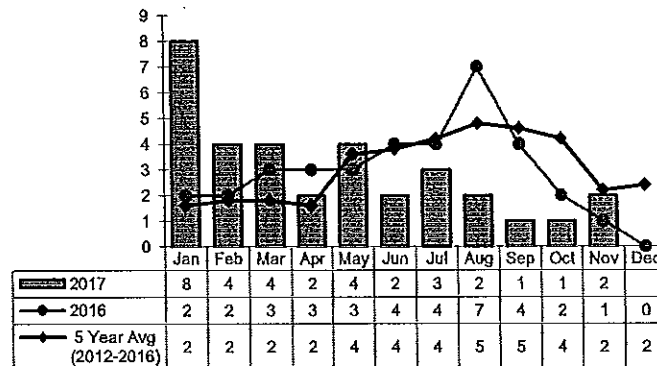
Shooting Incidents Involving Injury



Shooting Victims (Persons Hit)



Individuals Killed by Gun Violence



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NOTE: Percentage change is not calculated when counts are fewer than 10 and the 5-year Averages are rounded to the nearest whole number.

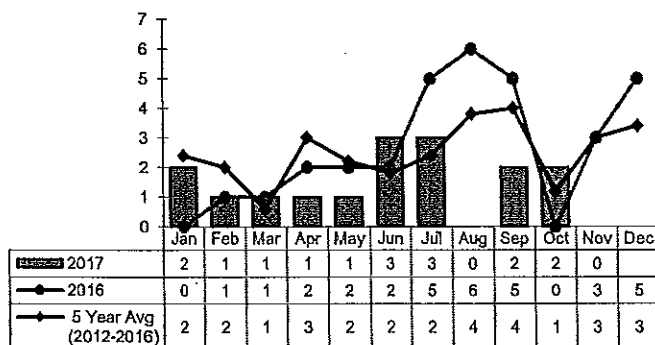
Hempstead Village PD

January - November 2017 vs. 2016

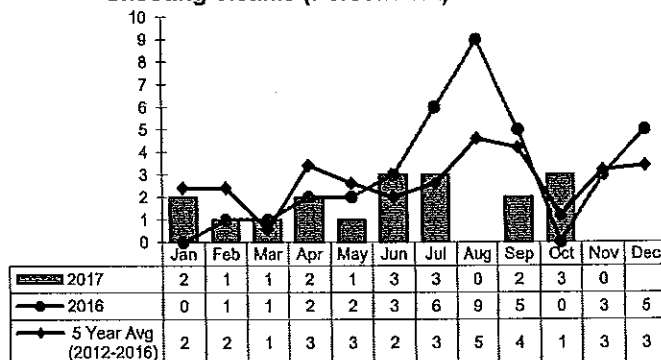
As of 12/11/2017

	5 Year Average YTD (2012-2016)	2016 YTD	2017 YTD	% Change	
				16 vs. 17	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		

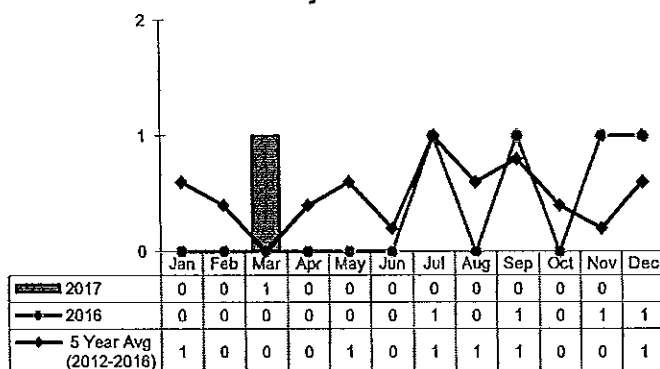
Shooting Incidents Involving Injury



Shooting Victims (Persons Hit)



Individuals Killed by Gun Violence



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.

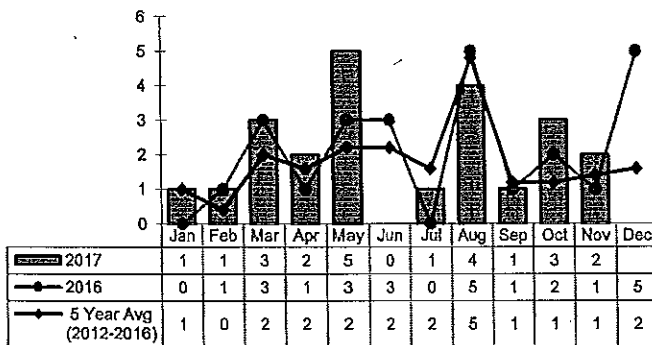
Mount Vernon City PD

January - November 2017 vs. 2016

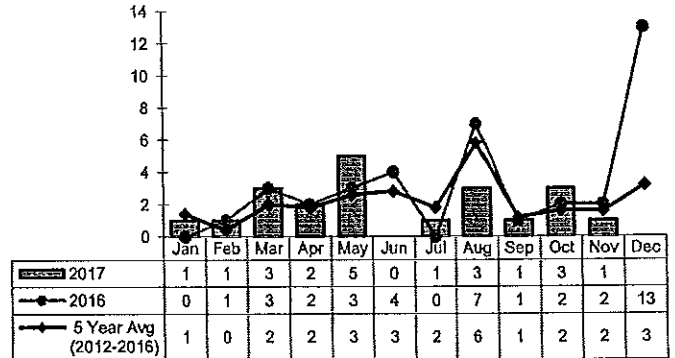
As of 12/11/2017

	5 Year Average YTD (2012-2016)	2016 YTD	2017 YTD	% Change	
				16 vs. 17	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		

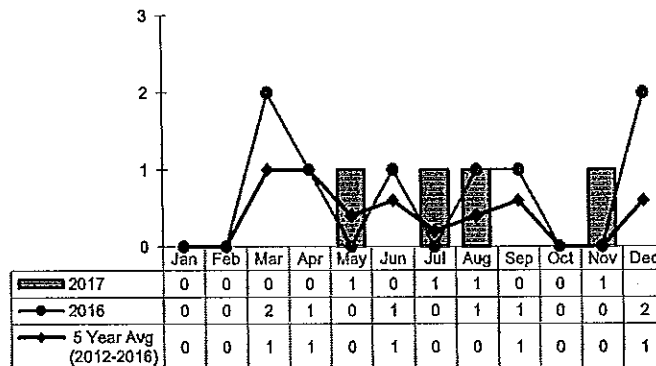
Shooting Incidents Involving Injury



Shooting Victims (Persons Hit)



Individuals Killed by Gun Violence



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.

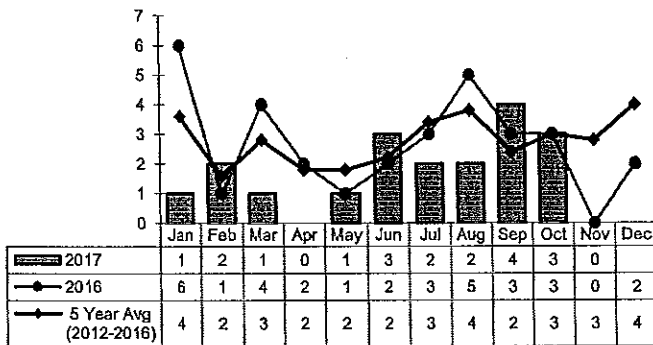
Nassau County PD

January - November 2017 vs. 2016

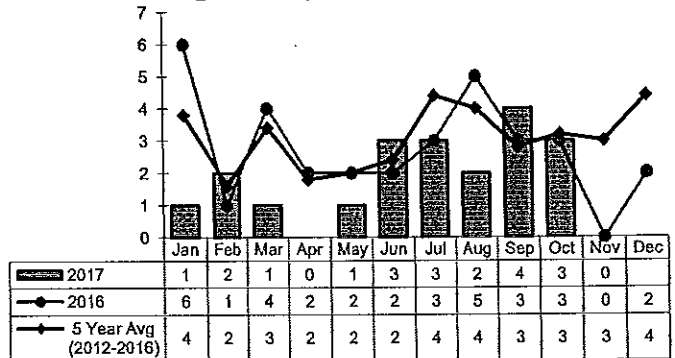
As of 12/11/2017

	5 Year Average YTD (2012-2016)	2016 YTD	2017 YTD	% Change	
				16 vs. 17	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		

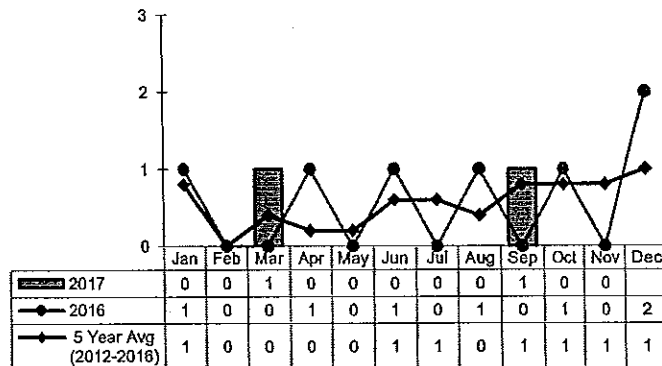
Shooting Incidents Involving Injury



Shooting Victims (Persons Hit)



Individuals Killed by Gun Violence



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NOTE: Percentage change is not calculated when counts are fewer than 10 and the 5-year Averages are rounded to the nearest whole number.

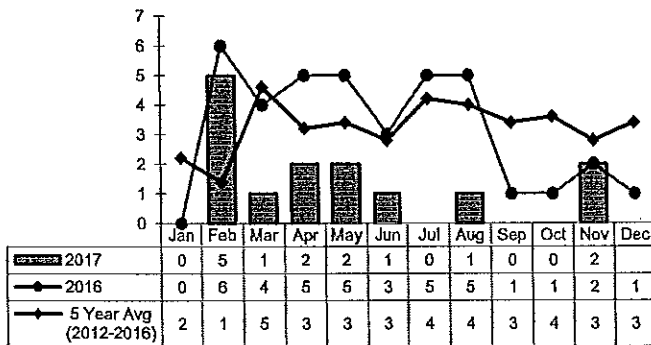
Newburgh City PD

January - November 2017 vs. 2016

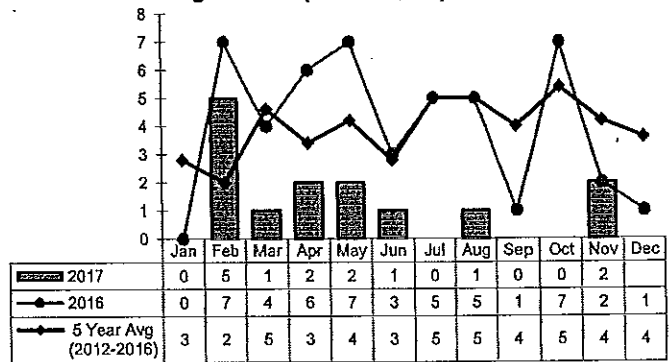
As of 12/11/2017

	5 Year Average YTD (2012-2016)	2016 YTD	2017 YTD	% Change	
				16 vs. 17	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		

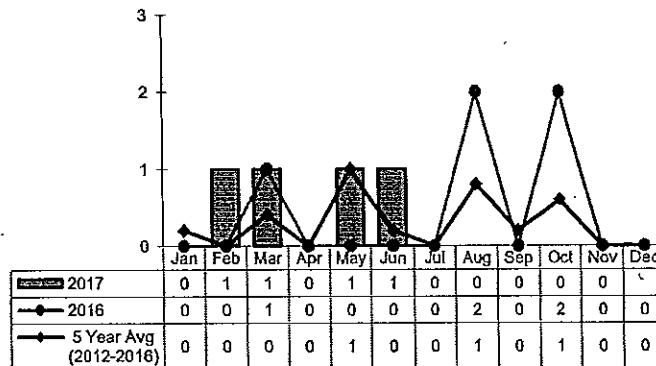
Shooting Incidents Involving Injury



Shooting Victims (Persons Hit)



Individuals Killed by Gun Violence



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.

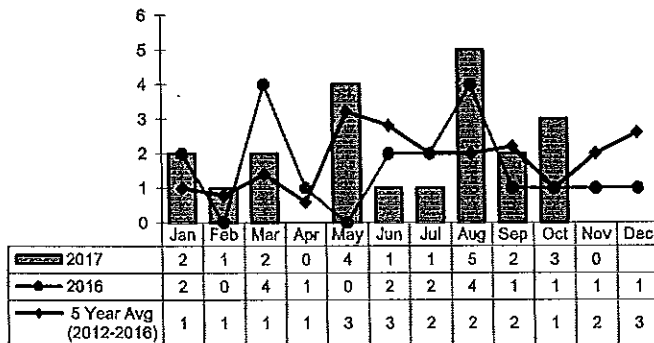
Niagara Falls City PD

January - November 2017 vs. 2016

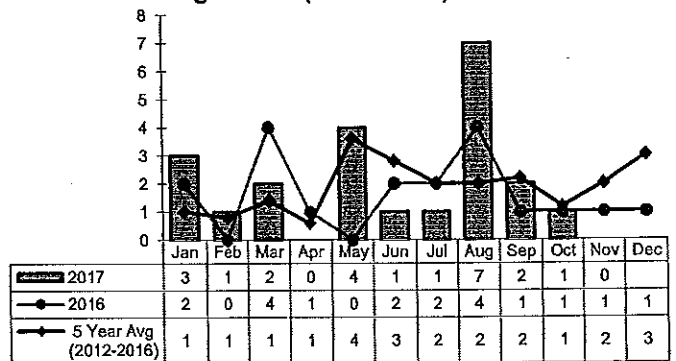
As of 12/11/2017

	5 Year Average YTD (2012-2016)	2016 YTD	2017 YTD	% Change	
				16 vs. 17	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		

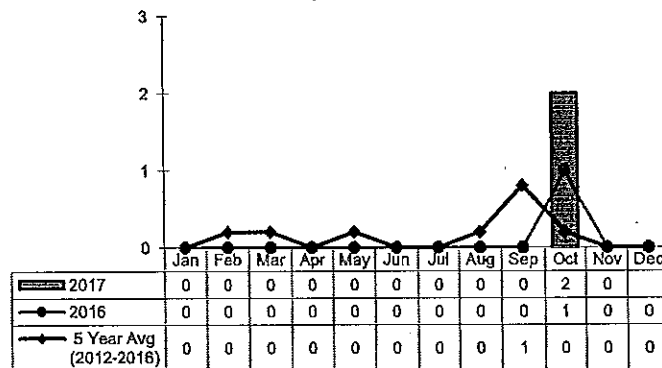
Shooting Incidents Involving Injury



Shooting Victims (Persons Hit)



Individuals Killed by Gun Violence



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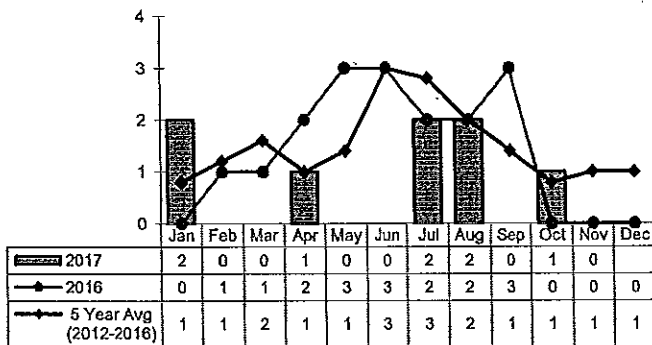
Poughkeepsie City PD

January - November 2017 vs. 2016

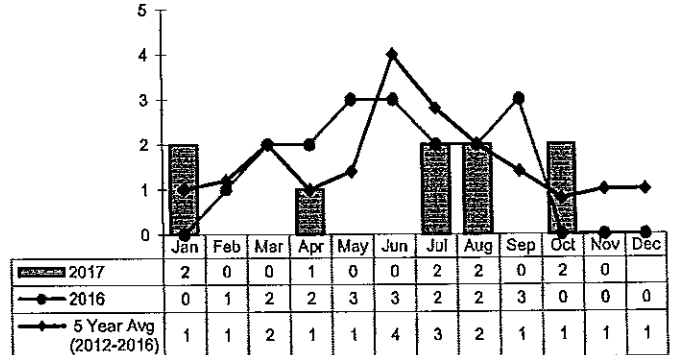
As of 12/11/2017

	5 Year Average YTD (2012-2016)	2016 YTD	2017 YTD	% Change	
				16 vs. 17	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		

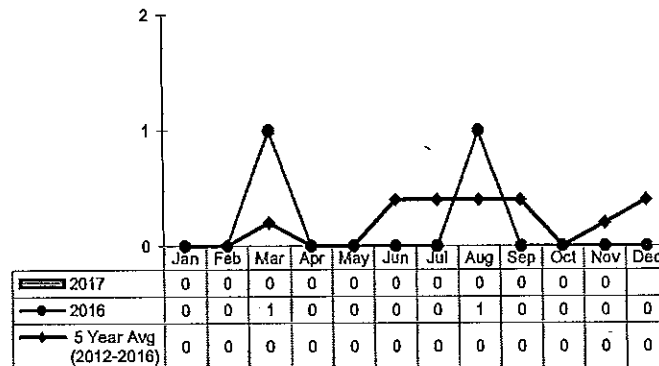
Shooting Incidents Involving Injury



Shooting Victims (Persons Hit)



Individuals Killed by Gun Violence



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NOTE: Percentage change is not calculated when counts are fewer than 10 and the 5-year Averages are rounded to the nearest whole number.

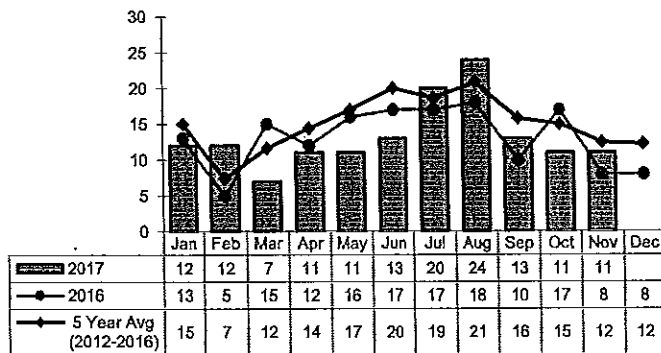
Rochester City PD

January - November 2017 vs. 2016

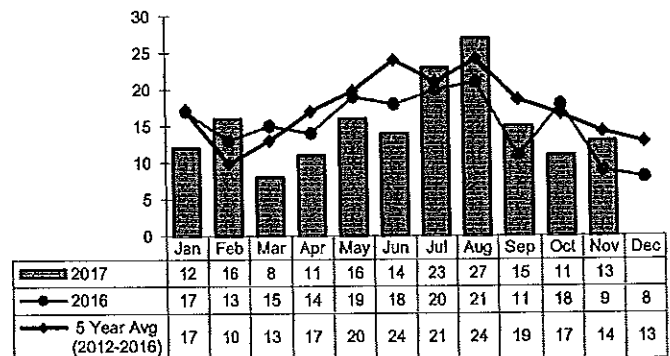
As of 12/11/2017

	5 Year Average YTD (2012-2016)	2016 YTD	2017 YTD	% Change	
				16 vs. 17	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%

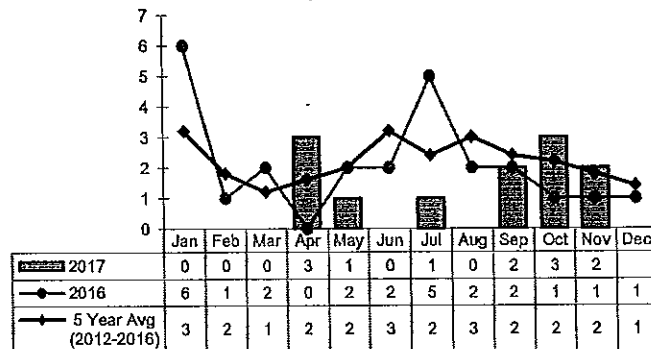
Shooting Incidents Involving Injury



Shooting Victims (Persons Hit)



Individuals Killed by Gun Violence



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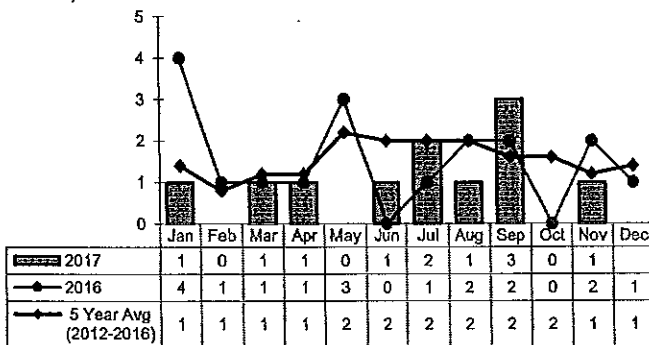
Schenectady City PD

January - November 2017 vs. 2016

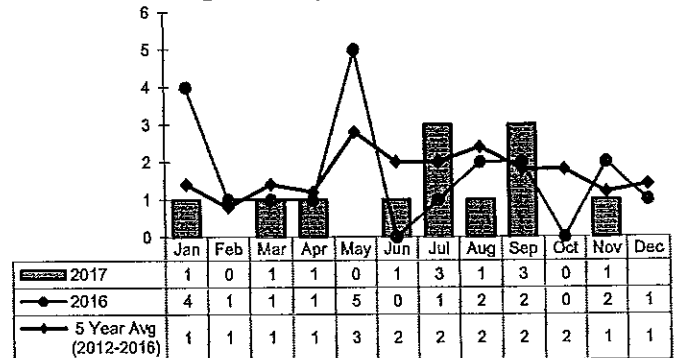
As of 12/11/2017

	5 Year Average YTD (2012-2016)	2016 YTD	2017 YTD	% Change	
				16 vs. 17	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		

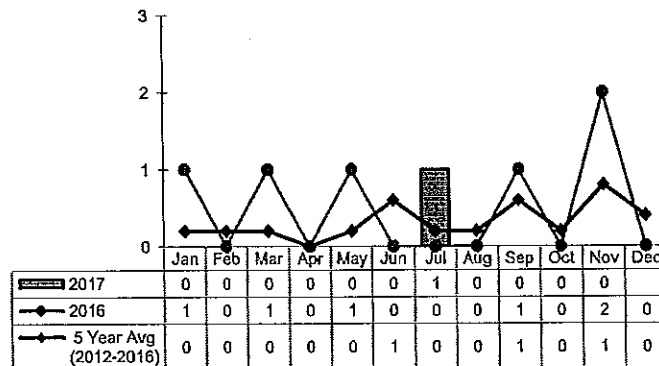
Shooting Incidents Involving Injury



Shooting Victims (Persons Hit)



Individuals Killed by Gun Violence



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.

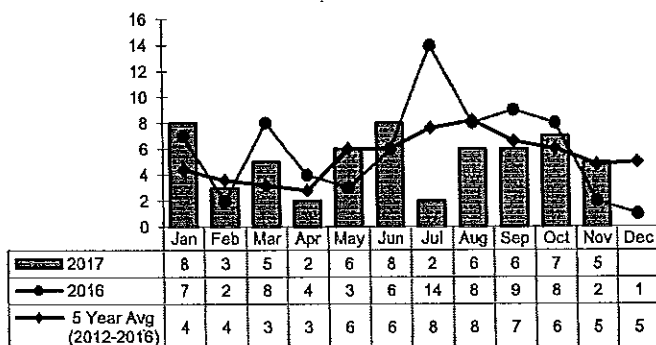
Suffolk County PD

January - November 2017 vs. 2016

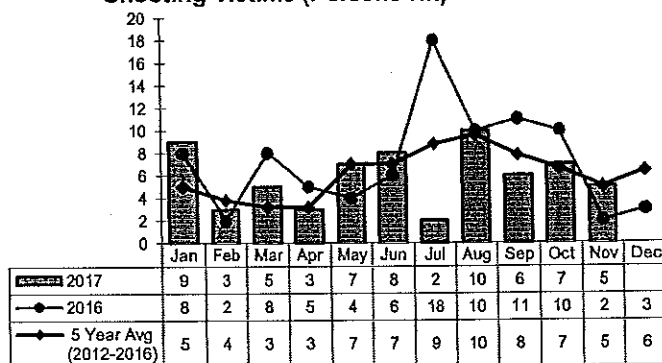
As of 12/11/2017

	5 Year Average YTD (2012-2016)	2016 YTD	2017 YTD	% Change	
				16 vs. 17	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		

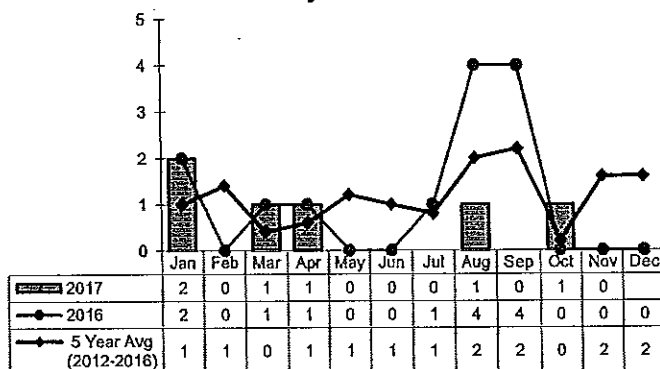
Shooting Incidents Involving Injury



Shooting Victims (Persons Hit)



Individuals Killed by Gun Violence



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.

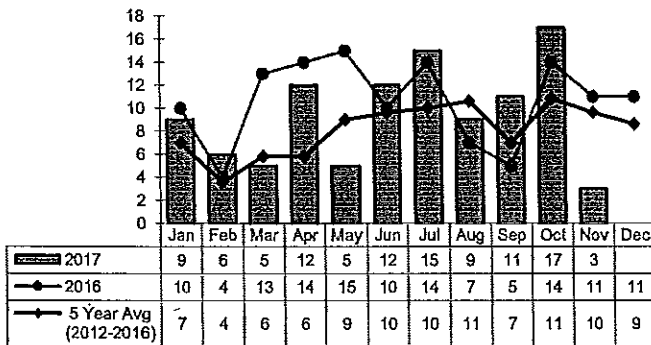
Syracuse City PD

January - November 2017 vs. 2016

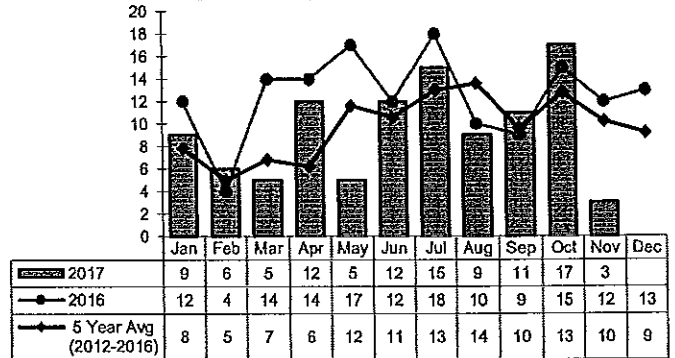
As of 12/11/2017

	5 Year Average YTD (2012-2016)	2016 YTD	2017 YTD	% Change	
				16 vs. 17	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%

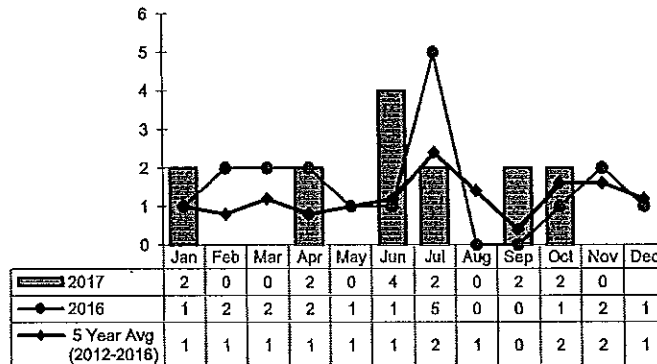
Shooting Incidents Involving Injury



Shooting Victims (Persons Hit)



Individuals Killed by Gun Violence



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.

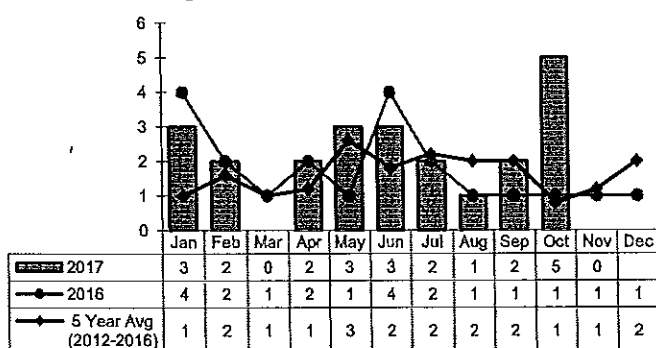
Utica City PD

January - November 2017 vs. 2016

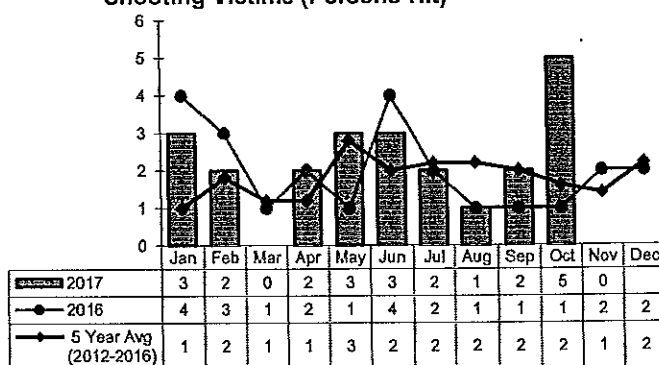
As of 12/11/2017

	5 Year Average YTD (2012-2016)	2016 YTD	2017 YTD	% Change	
				16 vs. 17	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		

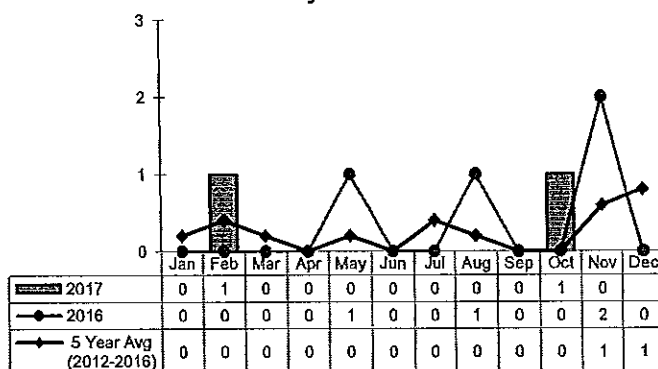
Shooting Incidents Involving Injury



Shooting Victims (Persons Hit)



Individuals Killed by Gun Violence



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.

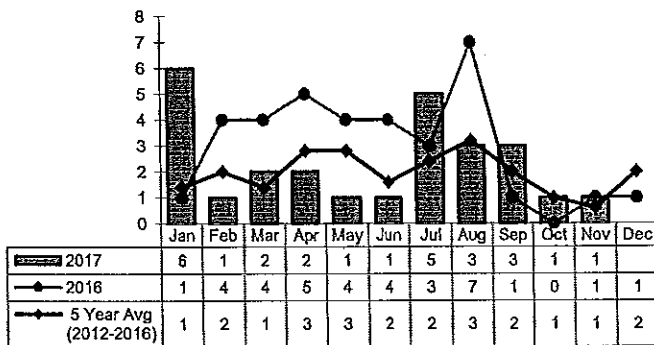
Yonkers City PD

January - November 2017 vs. 2016

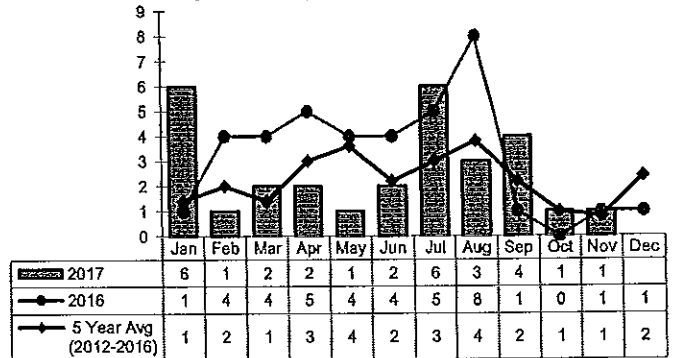
As of 12/11/2017

	5 Year Average YTD (2012-2016)	2016 YTD	2017 YTD	% Change	
				16 vs. 17	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		

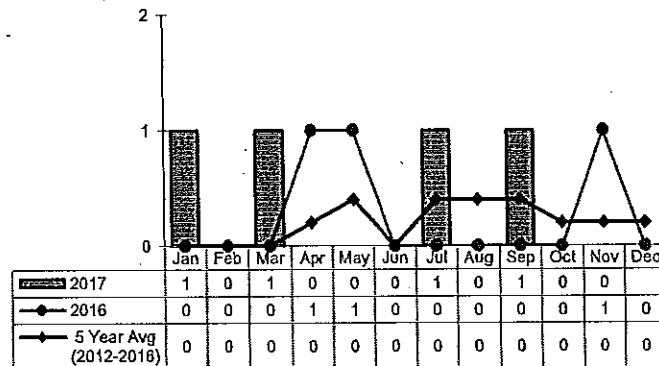
Shooting Incidents Involving Injury



Shooting Victims (Persons Hit)



Individuals Killed by Gun Violence



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

Jurisdiction	Violent Crime			Aggravated Assault			Agg. Assault % of Total Violent		
	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

Jurisdiction	Total			Aggravated			Simple		
	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

Jurisdiction	Total			Aggravated			Simple		
	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

Received Requesting 5% Increase
2017-2018 budget 2018-2019 budget

	Field Intelligence Officer (Detective II)	\$ 82,870.00	\$ 84,846.00
	Gun Detective Difference	\$ 6,323.00	\$ 6,417.00
	Crime Analyst	\$ 83,422.15	\$ 87,434.00
	Job Title/Position Total	\$ 172,615.15	\$ 178,697.00
Fringe Benefits for Positions			
	Field Intelligence Officer (Detective II)	\$ 31,468.00	\$ 32,614.00
	Gun Detective Difference	\$ 2,476.00	\$ 2,476.00
	Crime Analyst	\$ 19,200.00	\$ 31,058.00
		0	
		0	
		0	
		0	
		0	
		0	
	Fringe Benefits Total	\$ 53,144.00	\$ 66,148.00
Overtime to Support Initiatives/Strategies			
	Hotspot Patrol & Supervisor OT (emerging hotspots)	\$ 66,000.00	\$ 66,000.00
	YPI OT	\$ 9,000.00	\$ 9,000.00
	Hotspot Foot Patrol (long-term hotspots)	\$ 25,000.00	\$ 25,000.00
	Investigations	\$ 15,000.00	\$ 15,000.00
	Overtime Total	\$ 115,000.00	\$ 115,000.00
	TOTAL PERSONNEL	\$ 340,759.15	\$ 359,845.00
EQUIPMENT / SOFTWARE			
	Archive maintenance	\$ 1,000.00	\$ 1,000.00
	TOTAL EQUIPMENT	\$ 1,000.00	\$ 1,000.00
OTHER EXPENSES / SUPPLIES			
	GVI call-in food	\$ 1,600.00	\$ 1,600.00
	YPI Support Funding (Food, Facilitator Costs, Supplies)	\$ 16,860.00	\$ 16,860.00
	Confidential Funds for gun and drug buys	\$ 3,000.00	\$ 3,000.00
	TOTAL SUPPLIES	\$ 21,460.00	\$ 21,460.00
CONSULTANT SERVICES			
	Social Service Hub Contract	\$ 17,500.00	\$ 17,500.00
	TOTAL CONSULTANT SERVICES	\$ 17,500.00	\$ 17,500.00
TRAVEL & TRAINING			
	Travel to DCJS sponsored events	\$ 1,000.00	\$ 1,000.00
	TOTAL TRAVEL & TRAINING	\$ 1,000.00	\$ 1,000.00
	POLICE DEPARTMENT TOTAL	\$ 381,719.15	\$ 400,805.00



City of Newburgh

GRANT APPLICATION FORM

Grant Requestor:

Please complete the following form and submit the form along with either a hard copy of the grant announcement or the grant announcement website address to the City of Newburgh Grants Coordinator for processing. You will be notified when your grant request has been approved to be sent for City Council Resolution.

NOTE: All fields are required unless marked "OPTIONAL."

SECTION A: COMPLETED BY GRANT REQUESTOR		
NAME OF PROJECT FOR GRANT: 2018-2019 Gun Involved Violence Elimination (GIVE) Initiative	NAME OF DEPARTMENT REQUESTING GRANT: Police Department	NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT: Lt. Aaron Weaver Lieutenant in Charge
NAME OF GRANT/NAME OF AWARDDING AGENCY: NYS Division of Criminal Justice	GRANT SUBMITTAL DATE: February 21, 2018	AMOUNT OF AWARD: \$410,000
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) NO	AMOUNT REQUIRED BY THE CITY OF NEWBURGH: NONE	(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS:
PROJECT PLAN: Scope of Project: The GIVE Grant Program provides funding to 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, a field intelligence officer position and partially fund an investigator position Project Timeline: (ex. Dates) Funding will cover the period of July 1, 2018 until June 30, 2019.		
SECTION B: FOR REVIEW BY CITY COMPTROLLER		
GRANT MATCH REQUIREMENT REVIEWED? YES/NO:		



City of Newburgh

GRANT APPLICATION FORM

COMMENTS:

IN-KIND SERVICES REQUIREMENT REVIEWED? YES/NO

COMMENTS:

STAFFING ISSUES REVIEWED? YES/NO:

COMMENTS:

ANY ADDITIONAL COMMENTS:

→ APPROVED BY CITY COMPTROLLER? YES/NO

CITY COMPTROLLER

SIGNATURE: _____

DATE: _____

NOTE: IF GRANT APPROVED, CITY COMPTROLLER WILL FORWARD TO CITY MANAGER FOR REVIEW. IF GRANT NOT APPROVED, CITY COMPTROLLER TO RETURN TO GRANTS COORDINATOR FOR FURTHER REVIEW BY PROJECT SPONSOR.

SECTION C: FOR REVIEW BY CITY MANAGER

→ APPROVED BY CITY MANAGER? YES/NO

CITY MANAGER

SIGNATURE: _____

DATE: _____

SECTION D: FOR REVIEW BY CORPORATION COUNSEL

→ APPROVED BY CORPORATION COUNSEL FOR RESOLUTION? YES/NO

CORPORATION COUNSEL

SIGNATURE: _____

DATE: _____



City of Newburgh

GRANT APPLICATION FORM

DATE RESOLUTION TO BE SENT TO CITY COUNCIL MEETING:

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.

Planned Parenthood Mid-Hudson Valley

SUBCONTRACT AGREEMENT

Planned Parenthood of the Mid-Hudson Valley, Inc. (PPMHV) with an address at 178 Church Street, Poughkeepsie, NY 12601 and the City of Newburgh, by its recreation department, (the "Agency") with an address at 83 Broadway, Newburgh, NY 12550, enter into the following Subcontract Agreement (the "Agreement") to provide the Positive Image Teen Program services as outlined in the Comprehensive Adolescent Pregnancy Prevention (CAPP) Grant Project Proposal.

This Agreement will be in effect from January 1, 2018 through December 31, 2018.

The amount funded under this agreement is \$14,000.

All funding is subject to and contingent upon PPMHV receiving funding from the New York State Department of Health.

Agency will:

- Conduct afterschool/weekend programming activities aimed at reaching High School age youth as per CAPP Project Proposal; including programs designed to enhance personal self-management skills, general social skills, drug resistance mechanisms, financial management, culinary arts and physical fitness.
- Provide a safe and inviting environment for the conduct of the programs, with appropriately trained staff.
- Submit Quarterly Reports documenting participant enrollment demographics and narrative report of activities conducted. Reports will be due on April 10, 2018, July 10, 2018, October 10, 2018 and January 10, 2019.
- Submit Quarterly Financial Vouchers for Expense Reimbursement as per approved budget. Quarterly Vouchers will be due on April 10, 2018, July 10, 2018, October 10, 2018 and January 10, 2019. Modifications to budget must be requested in writing and approved in advance of disbursement.
- Shall defend, indemnify, and hold harmless PPMHV from and against any and all suits, judgments, claims, damages, losses or expenses including but not limited to attorneys' fees and litigation costs arising out of or relating to the performance of the services by Agency under this Agreement.
- Provide PPMHV with a Certificate of Liability Insurance with PPMHV named as an Additional Insured before commencing services hereunder.
- Produce back up data, activity sign in sheets, employee time sheets, etc. if requested.

PPMHV will:

- Provide information, as needed and available, on quality adolescent programming.

Planned Parenthood Mid-Hudson Valley

- Collaborate with AGENCY staff for programming ideas and concepts and provide onsite programming as requested.
- Remit payment of Quarterly Vouchers.

Termination. This Agreement may be terminated prior to the end of the term by either party upon fifteen (15) days prior written notice in the event that the other party materially breaches any term hereof which breach is not cured within such notice period.

This Agreement shall be governed by the Laws of the State of New York.

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements either oral or written. It may not be modified except by a writing signed by the parties.

The parties are independent contractors and Agency agrees that it will not hold itself or any of its staff out as, nor claim to be an employee, servant, or agent of PPMHV.

The Undersigned agree to the terms and conditions stated above.

By: _____
PPMHV

By: _____
City of Newburgh Recreation Dept.

Dated: _____

Dated: _____

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 be 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: _____



City of Newburgh

GRANT APPLICATION FORM

Grant Requestor:

Please complete the following form and submit the form along with either a hard copy of the grant announcement or the grant announcement website address to the City of Newburgh Grants Coordinator for processing. You will be notified when your grant request has been approved to be sent for City Council Resolution.

NOTE: All fields are required unless marked "OPTIONAL."

SECTION A. COMPLETED BY GRANT REQUESTOR

NAME OF PROJECT FOR GRANT: Healthy Orange Basketball Program	NAME OF DEPARTMENT REQUESTING GRANT: Recreation	NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT: Derrick Stanton
NAME OF GRANT/NAME OF AWARING AGENCY: Health Orange Intervention Orange County Health Department	GRANT SUBMITTAL DATE: March 16, 2018	AMOUNT OF AWARD: \$500 to \$4,000
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) No Match	AMOUNT REQUIRED BY THE CITY OF NEWBURGH: \$0	(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS:

PROJECT PLAN:

Scope of Project: Healthy Orange Basketball Program

Key Stakeholders: Recreation Department

Project Timeline: Three 7-week basketball training sessions during the winter, summer, and fall seasons. 21 weeks total per year. The first session will begin in June 2018, followed by the second in September 2018, and the third session in December 2018.

SECTION B. FOR REVIEW BY CITY COMPTROLLER



City of Newburgh

GRANT APPLICATION FORM

GRANT MATCH REQUIREMENT REVIEWED? YES/NO:

COMMENTS:

IN-KIND SERVICES REQUIREMENT REVIEWED? YES/NO

COMMENTS:

STAFFING ISSUES REVIEWED? YES/NO:

COMMENTS:

ANY ADDITIONAL COMMENTS:

→ APPROVED BY CITY COMPTROLLER? YES/NO

CITY COMPTROLLER

SIGNATURE: _____

DATE: _____

NOTE: IF GRANT APPROVED, CITY COMPTROLLER WILL FORWARD TO CITY MANAGER FOR REVIEW. IF GRANT NOT APPROVED, CITY COMPTROLLER TO RETURN TO GRANTS COORDINATOR FOR FURTHER REVIEW BY PROJECT SPONSOR.

SECTION C: FOR REVIEW BY CITY MANAGER

→ APPROVED BY CITY MANAGER? YES/NO

CITY MANAGER

SIGNATURE: _____

DATE: _____

SECTION D: FOR REVIEW BY CORPORATION COUNSEL

→ APPROVED BY CORPORATION COUNSEL FOR RESOLUTION? YES/NO

CORPORATION COUNSEL

SIGNATURE: _____



City of Newburgh

GRANT APPLICATION FORM

DATE: _____

DATE RESOLUTION TO BE SENT TO CITY COUNCIL MEETING:

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.

LOCAL LAW NO.: _____-2018

OF

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

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

SECTION 1 - TITLE

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

SECTION 2 - AMENDMENT

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

Section 248-1. Imposition; method of determination.

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

B. Sewer use rents.

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

SECTION 3 - VALIDITY

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

Underlining denotes additions
~~Strikethrough~~ denotes deletions

SECTION 4 - EFFECTIVE DATE

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

DRAFT

Underlining denotes additions
~~Strikethrough~~ denotes deletions

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.]

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: _____

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