



City of Newburgh Council Work Session
*Sesion de trabajo del Concejal de la
Ciudad de Newburgh*
December 6, 2018
6:00 PM

Council Meeting Presentations

1. Executive Session
Proposed, pending or current litigation
2. A Presentation from My Brothers Keeper Fellows from the Newburgh Enlarged School District Regarding \$1 Million Project Grant
(As per Councilman Anthony Grice)
3. A Proclamation Presented to Robert McLymore, Michael McLymore and Mary McLymore
4. Public Hearing scheduled for Monday's Council meeting to hear comments on a proposed amendment to City Charter Section C3.12 residency requirements
A public hearing will be held on Monday, December 10, 2018 to hear comments regarding a proposed amendment to City Charter Section C3.12 entitled "Residency Requirements" of the Code of the City of Newburgh.

Work Session Presentations

5. RECAP Presentation
(As per Councilwoman Monteverde)

Department of Public Works/ Departamento de Obras Públicas

6. Temp Sanitation Workers

Engineering/Ingeniería

7. Award of Bid for Sludge Disposal to New England Waste Services of ME, Inc.
Resolution to authorize the award of a bid and the execution of a contract with New England Waste Services of ME, Inc. for dewatered sludge disposal services at the City of Newburgh waste water treatment plant for a unity cost of \$94.40 per wet ton. (Jason Morris)
8. Award of Bid for Grit Disposal to TAM Enterprises, Inc.
Resolution to authorize the award of a bid and the execution of a contract with TAM Enterprises, Inc. for grit disposal services at the City of Newburgh waste water treatment plant in the amount of \$245.00 per dry ton. (Jason Morris)

Finance/Finanza

9. Amend 2019 Personnel Book to add a temporary Account Clerk in the Comptroller's Office
Resolution amending the 2019 Personnel Analysis Book to add one (1) Account Clerk on a temporary basis in the City of Newburgh Comptroller's office. (Charles Duffy)
10. Donations
 - A. Resolution authorizing the City Manager to accept the donation of a 2003 Ford E350 passenger van from the Young and Unique Christian Day Care for use by the City of Newburgh Recreation Department (Derrick Stanton)
 - B. Resolution authorizing the City Manager to accept donations in support of the City of Newburgh Recreation Department'S Christmas Events (Derrick Stanton)
 - C. Resolution authorizing the City Manager to accept a donation of funds from Karen Mejia to complete the purchase of a new electronic device

Planning and Economic Development/Planificación y Desarrollo Económico

11. Newburgh Community Land Bank appointment
Resolution appointing Councilwoman Ramona Monteverde to the Newburgh Community Land Bank Board of Directors. (Michelle Kelson)

Grants/Contracts/Agreements / Becas /Contratos/Convenios

12. Ferry parking lot agreements
 - A. Resolution authorizing the City Manager to execute an extension until June 30, 2019 to the Agreement of Lease as assigned to Riverside Newburgh Realty, LLC for the continued lease of vacant real property known as Section 31, Block 5, Lots 13.2 and 14 for the purpose of providing for the Newburgh-Beacon Ferry commuters. (Michelle Kelson)
 - B. Resolution authorizing the City Manager to execute a Fourth Memorandum of Understanding with Metro-North Commuter Railroad Company to provide reimbursement of parking lot lease payments related to the Newburgh-Beacon Ferry Service. (Michelle Kelson)
13. 2019 Liability and Muncipal Property Insurance Renewal
Resolution authorizing approval of various insurance policies for the period of January 1, 2019 to December 31, 2019. (Michelle Kelson)
14. Renewal of Contract with MESH Realty for management of City-Owned Rental Property
Resolution authorizing the City Manager to execute an extension to an agreement between the City of Newburgh and MESH Realty Group, Inc. to provide for the continuation of residential property management services. (Ali Church)
15. License Agreement - World Mission Society Church of God
Resolution authorizing the City Manager to enter into a license agreement with

World Mission Society Church of God to allow access to City property to conduct cleaning and litter reducing activities. (Mayor Harvey)

Resolutions of Support/ Resoluciones de Apoyo

16. RUPCO Low Income Housing Tax Credit Program application

Resolution of the City Council of the City of Newburgh, New York supporting the 2018 United Funding Application of RUPCO to New York State Office of Homes and Community Renewal, to the New York State Housing Trust Fund and to United States Department of the Interior and to New York State Office of Parks, Recreation and Historic Preservation. (Councilwoman Monteverde)

Local Laws/Leys Locales

17. Local Law amending Section 248-1(B)(1) entitled "Sewer Use Rents"

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 108 percent of the customer's annual water bill. (Jason Morris & Michelle Kelson)

18. Local Law amending City Charter Section C3.12 entitled "Residency Requirements"

Local Law amending Section C3.12 entitled "Residency Requirements" of the Code of the City of Newburgh. (Assistant Chief Horton & Michelle Kelson)

Discussion Items/Temas de Discusión

19. Naming the skateboard park for Roxie Royal

Resolution of the City Council of the City of Newburgh naming the skateboard park located in the Delano-Hitch Recreation Park in honor of Roxie Royal. (As per Councilwoman Rayford)

20. African American Black Pride Parade and Festival

Resolution to sponsor the City of Newburgh African-American Black Pride Parade and Festival. (As per Councilwoman Rayford)

21. Cancelling the second December Council work session and meeting

Resolution of the City Council of the City of Newburgh cancelling the second work session and regular meeting of December 2018.

22. Tipping Fees Increase

Tipping Fee increases that took place on 11/8/18 county wide. (George Garrison)

23. Financial Consultant Contract Extension

RESOLUTION NO.: 358 - 2018

OF

NOVEMBER 26, 2018

RESOLUTION SCHEDULING A PUBLIC HEARING
FOR DECEMBER 10, 2018 TO HEAR PUBLIC COMMENT
CONCERNING A LOCAL LAW AMENDING CITY CHARTER SECTION C3.12
ENTITLED "RESIDENCY REQUIREMENTS"
OF THE CODE OF THE CITY OF NEWBURGH

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning "A Local Law Amending City Charter Section C3.12 entitled 'Residency Requirements' of the Code of the City of Newburgh"; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 10th day of December, 2018, in the 3rd Floor Council Chambers, 83 Broadway, City Hall, Newburgh, New York.

I, Karina Cotten, Deputy City Clerk of the City of Newburgh
hereby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held 11/26/18
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 27th day of Nov. 20 18

Karina Cotten
Deputy City Clerk

LOCAL LAW NO.: _____ - 2018

OF

_____, 2018

A LOCAL LAW AMENDING SECTION C3.12 ENTITLED “RESIDENCY REQUIREMENTS” OF THE CODE OF THE CITY OF NEWBURGH

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

SECTION 1 - TITLE

This Local Law shall be referred to as “A Local Law Amending Section C3.12 entitled ‘Residency Requirements’ of the Code of the City of Newburgh”.

SECTION 2 - AMENDMENT

City Charter Section C3.12 entitled “Residency Requirements” is hereby amended as follows:

- A. Purpose. The City Council of the City of Newburgh finds that individuals who are officers and department heads of the City of Newburgh take a greater interest, commitment and involvement in the municipality that employs them by living within that community. The City Council further finds that in order to protect the health safety and welfare of the citizens of the City where emergencies and emergency work arise, it is necessary that the officers and department heads reside in the City. Accordingly, the City Council determines that there is a sufficient public need to require that officers and department heads initially appointed and hired after the effective date of this Section be residents of the City of Newburgh.
- B. Application. This section shall apply to the officers of the City of Newburgh enumerated in Subsection C3.00(B) and (C) of this Article and the City Marshal and Acting City Marshal initially appointed after the effective date of this local law.¹ This section shall not supersede or override any other residency provision existing in state or federal law or existing in the City Charter and Code of Ordinances of the City of Newburgh found to be contrary to the provisions herein. City Charter Section C3.00(D) is hereby repealed by this local law.
- C. Definitions. As used in this section, the following terms shall have the meanings indicated:

OFFICER - includes the City Manager, three Civil Service Commissioners, the City Clerk, the members of the Traffic and Parking Advisory Committee, the Corporation Counsel, the

¹ Local Law No. 3-2018 provided for an effective date of October 15, 2018.

~~Strikethrough~~ denote deletions

Underlining denotes additions

City Comptroller, the City Assessor, the City Collector, the City Purchasing Agent, the City Engineer, the Superintendent of Public Works, the Superintendent of Water, the Police Chief, the Fire Chief, the Building Inspector, the Plumbing Inspector, the Registrar of Vital Statistics, the Deputy Registrar of Vital Statistics, the Parks and Recreation Director, one Planning and Development Director as enumerated in City Charter Section C3.00(B) and (C) initially appointed and hired by the City of Newburgh after the effective date of this local law and the City Marshal and Acting City Marshal initially appointed after the effective date of this local law.

RESIDENCY – a person’s usual and customary place of abode where the individual lives and regularly stays, the place where the family of any person permanently resides and the place where any person having no family generally lodges

D. Residency for new officers. Every person initially appointed as an officer of the City of Newburgh after the effective date of this local law shall as a qualification of employment by the City of Newburgh be a resident of the City of Newburgh at the time of initial permanent appointment or become a resident within 90 days of permanent appointment and shall remain a resident of the City of Newburgh as a condition of continued appointment and employment. Except as hereinafter provided, any officer of the City of Newburgh who does not comply with the residency requirements of this Section shall be deemed to have voluntarily resigned.

E. Verification and documentation.

1. The City Council shall be responsible for verifying the compliance with this residency requirement for the City Manager, Civil Service Commissioners, City Clerk and members of the Traffic and Parking Advisory Committee. The City Manager shall be responsible for verifying the compliance with this residency requirement for the remaining officers, except for the City Marshal and Acting City Marshal. The City Court shall be responsible for verifying compliance with this residency requirement for the City Marshal and Acting City Marshal.

2. All relevant sources of verification or documentation must be considered in determining an officer’s residence. Where the officer’s family permanently resides is a significant factor in determining the officer’s residence. The following sources of verification or documentation also should be considered:

Voter’s registration
Driver’s license
Motor vehicle registration
Utility bills and receipts

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Underlining denotes additions

Deed
Tax bills and receipts
Contract for sale
Lease or rental agreement
Landlord's affidavit
Insurance policies
Visual verification

F. Waiver.

1. In the event that after a reasonable recruitment period, a municipal officer position covered by this Section cannot be filled by appointing a qualified City resident or a qualified nonresident who is prepared to become a resident within in 90 days of his or her permanent appointment as provided in the provisions of Subsection D of this Section, a waiver of the residency requirements for said position, in whole or in part, will prevent the City from filling the officer positions, one sixty (60) day extension may be granted as follows:
 - a. By the City Council for the Civil Service Commissioners, the City Clerk and the Traffic and Parking Advisory Committee members;
 - b. By the City Manager for the remaining officers, except for the City Marshal and Acting City Marshal; and
 - c. By the City Court for the City Marshal and Acting City Marshal.
2. The person or body authorized to grant the waiver shall certify in writing to the City Council the facts and circumstances supporting the determination to grant the waiver. Such waiver shall apply to such specific individual appointment for which the certification and waiver was granted.

G. Exceptions

1. Notwithstanding any provisions of this Section to the contrary, any person holding an officer position of the City or who is an employee of the City as of the effective date of this local law and who was not a resident of the City as of that date, shall not be required to comply with the requirements of this Section.
2. Nothing herein shall change the residency requirement for any elected City official.
3. Nothing herein shall change the residency requirement of the City Manager as provided in City Charter Section C5.00(C).

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Underlining denotes additions

SECTION 3 - VALIDITY

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

SECTION 4 - EFFECTIVE DATE

This Local Law shall take effect immediately 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.

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Underlining denotes additions

RESOLUTION NO.: ____ - 2018

OF

DECEMBER 10, 2018

**A RESOLUTION TO AUTHORIZE THE AWARD OF A BID
AND THE EXECUTION OF A CONTRACT WITH
NEW ENGLAND WASTE SERVICES OF ME, INC.
FOR DEWATERED SLUDGE DISPOSAL SERVICES AT THE CITY OF NEWBURGH
WASTE WATER TREATMENT PLANT FOR A UNIT COST OF \$94.40 PER WET TON**

WHEREAS, the City of Newburgh has duly advertised for bids for dewatered sludge disposal services at the City of Newburgh waste water treatment plant; and

WHEREAS, bids have been duly received and opened and New England Waste Services of ME, Inc. is the low bidder; and

WHEREAS, funding for such project shall be derived from G.8130.0448.0007.0000 Sludge/Grit Disposal;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for dewatered sludge disposal services at the City of Newburgh waste water treatment plant be and it hereby is awarded New England Waste Services of ME, Inc. for the amount of \$94.40 per wet ton, and that the City Manager be and he is hereby authorized to enter into a contract for such work in this amount.

Unofficial Bid Tabulation

City of Newburgh, NY

Project: Bid #15.18 - Sludge and Grit Disposal Services

Bid Opening: Friday, November 9, 2018 at 11:00 a.m., (local time)

Public Opening: Began at 11:03 AM

Closed at 11:19 AM

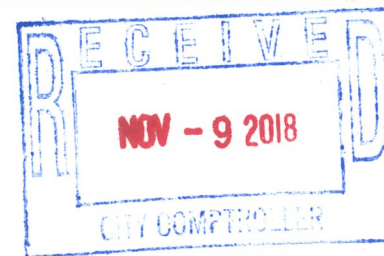
Present from City: Jocelyn Taylor, Acting City Comptroller
Elizabeth Garrison, Administrative Assistant
Zakia Alam, Junior Civil Engineer

Contractors Present: Glen, New England Waste Services of ME, Inc. (a/k/a Casella Organics)

	Bid Price - Item A.	Bid Price - Item B.
BIDDER NAME	Dewatered Sludge Per Wet Ton	Grit Disposal Per Dry Ton
New England Waste Services of ME, Inc. (d/b/a Casella Organics)	\$94.40	No Bid
Synagro Northeast	No Bid	No Bid
TAM Enterprises, Inc.	\$125.00	\$245.00
Denali Water Solutions	\$124.88	No Bid



New England Waste Service of ME, Inc
(d/b/a Casella Organics)
58 Clifton Country Rd., Suite 200
Clifton Park, NY 1065



8:30am
A handwritten signature in blue ink, appearing to be "J. San", written over a circular stamp.

City Comptroller
City of Newburgh
83 Broadway, 4th Floor
Newburgh, NY 12550

SLUDGE DISPOSAL SERVICES – BID No. 15.18



November 9, 2018

City Comptroller
City of Newburgh
83 Broadway, 4th Floor
Newburgh, NY 12550

ORIGINAL

RE: SLUDGE DISPOSAL SERVICES – BID No. 15.18

Dear City of Newburgh Officials:

Casella Organics is pleased to provide the City of Newburgh with this proposal for removal and disposal of sludge cake from the city wastewater treatment facility. In addition to serving the City in this capacity recently through a sub-contract arrangement with Synagro, Casella Organics has proudly and reliably served the wastewater treatment industry for over thirty years. I have included a summary of our qualifications with this proposal for your review. We have extensive experience providing removal and beneficial use services for liquid and cake sludge to a wide variety of Wastewater Treatment Plants throughout the Northeast. This, coupled with the backing of our parent company (Casella Waste Systems), demonstrates that Casella Organics is an ideal partner for the City in executing this service.

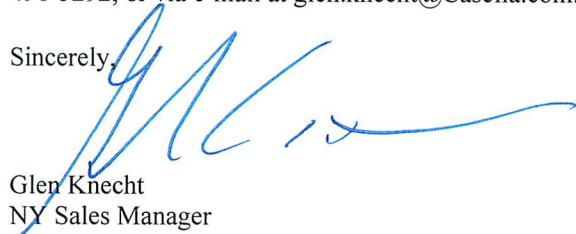
The primary outlets for disposal of the sludge proposed under this agreement will be the Chemung County Landfill in Elmira, NY and the Hyland Landfill in Angelica, NY both of which are operated by Casella Waste Systems. As a division of Casella Waste Systems, we also have access to a number of other landfills as back-up outlets, should the need arise.

It is important to note our proposal is contingent upon the following assumptions:

- Sludge contains no free standing liquid and is at least 20% solids as specified.
- Material will meet the minimum analytical test requirements for New York State Landfill Disposal.
- Non-conforming sludge will be subject to increased fees and/or alternate disposal outlets.
- All tractor trailers will be filled to a minimum load capacity (30 tons).
- The City and Casella will enter into a mutually agreeable contract for services.

I will serve as your point of contact for any questions, or clarification that may be required. I can be reached at 518-491-5292, or via e-mail at glen.knecht@Casella.com.

Sincerely,


Glen Knecht
NY Sales Manager

Service Proposal

Casella Organics proposes to collect the City's biosolids in 45-60 cubic yard capacity tractor trailers ("dump trailers") and transport and dispose of the material at the Chemung County Landfill in Elmira, NY or the Hyland Landfill in Angelica, NY. Our parent company, Casella Waste Systems, operates ten additional landfills throughout the northeast which ensures that we have redundant back-up disposal capacity available in the event that Chemung or Hyland is unable to accept the material.

A dump trailer will be staged at the facility, per the specifications, to collect the sludge cake. The trailer will be removed and replaced daily (M-F) or as production of sludge cake demands. Loads will be billed for no less than the minimum load of 30 tons.

Note: Because our outlets are in New York State, and our trailers are permitted for over-weight loads, we are able to transport approximately 35 tons/load. This aligns the load capacity with the Plant's daily production of sludge creating greater ease of Plant operation and trailer management.

Subcontractors to be used

Casella Organics intends to subcontract the transportation of the dewatered sludge cake to Goulet Trucking Inc., of Deerfield, MA. Goulet Trucking, our trusted partner in this work, provides transportation services for a number of our customers and is familiar with the outlets and service requirements for this project.

References

Suffolk County Department of Public Works
Doug Haussel, Director of Operations and Maintenance
Department of Public Works, Division of Sanitation, Sewer District #3
600 Bergen Ave, West Babylon, NY 11704-8499 / (631) 854-4158
Project Summary: Hauling and Disposal of Sewage Sludge
Annual Quantity: 60,000 tons Annual Revenue: \$5,814,000
Customer Since: 2004

Onondaga County
Dan Jean, Operations Superintendent
650 Hiawatha Blvd., Syracuse, NY 13204 / (315) 435-2260
Project Summary: Hauling and Disposal of Sewage Sludge
Annual Quantity: 45,000 tons Annual Revenue: \$2,117,250
Customer Since: 2013

City of Beacon
Ed Balicki, Plant Operator
One Municipal, Beacon, NY 12508 / (845) 831-7130
Project Summary: Hauling and Disposal of Sewage Sludge
Annual Quantity: 7,200 tons Annual Revenue: \$525,312
Customer Since: 2013

Suez Water Long Island, Inc.
461 Front Rd., Paramus, NJ 07652 / (201) 986-4998
Project Summary: Manage Sewage Sludge from Nassau Co.'s Bay Park & Cedar Creek WWTP facilities
Annual Quantity: 60,000 tons Annual Revenue: \$6,000,000
Customer Since: 2018

Qualifications



Casella Organics Summary

Casella Organics, in business since 1983, focuses on optimizing the reuse of organic materials such as: Class A and Class B biosolids; paper mill waste; food processing waste; wood ash; Source Separated Organics (SSO), and other residuals. Headquartered in Portland, Maine, Casella Organics provides professional services to over 80 clients, and manages over 750,000 tons of residual materials annually, with operations located throughout the Northeast United States.

Casella Organics responsibly recycles residuals through a variety of beneficial use activities including direct land application, composting, residual processing, and value added product sales. Casella Organics has pioneered many innovative programs, including the use of wood ash and short paper fiber for agricultural and land reclamation uses. Driven by the goal to create products for sale and distribution, the Company operates the largest commercial composting facility in New England and has sold over 2,000,000 cubic yards of compost under the **earthlife** brand; provided hundreds of thousands of tons of alternative fertilizer and soil amendments to farmers; and utilized recycled soil products to reclaim thousands of acres damaged by mining, landfills, and industrial contamination. Casella Organics is a recognized nationally as an industry leader for beneficial use and residual management services.

Casella Organics' Parent Company: Casella Waste Systems

Casella Waste Systems, Inc. (CWS) is a vertically integrated regional resource management company that provides solid waste collection, transfer, disposal and recycling services to approximately 288,000 residential customers and 51,000 industrial and commercial customers, primarily in the eastern United States with \$554.2 M of revenue in fiscal year end April 30, 2009.

CWS's strategic focus on Resource Optimization: A Pathway to Zero Waste sets the Company apart from other service providers. Their resource management teams provide customers with world class services through 32 collection divisions, 31 transfer stations, 11 disposal facilities, 37 recycling facilities, and 5 landfill gas to energy facilities. The Company holds a 50% interest in a joint venture, US Green Fiber, which manufactures markets and sells cellulose insulation made from recycled fiber.

The Company's Resource Optimization service offerings result in the addition of end product materials to the global commodity market, the generation of energy from landfill gas, and emerging solutions directed to the generation of renewable energy utilizing non-recoverable portions of the waste stream for feedstock, leveraging established, commercially viable technologies.

With operations in 15 eastern states, integrated solid waste and recycling services in New England and New York, CWS is the premier resource optimization solutions provider to customers and municipalities pursuing zero waste goals, advancing the highest and best use of materials, in an economically and environmentally sustainable manner.

Founded in Rutland, Vermont in 1975 with a single truck, CWS has grown by anticipating and meeting changing cultural and public policy expectations about natural resource and environmental management. By focusing on a defined market with the vision to address the northeast region's waste management challenges intelligently, CWS has built an enduring foundation—as a steward of natural heritage, as a

partner in public policy, as a livelihood for dedicated people—to deliver long-term value for CWS shareholders and customers.

Capable and Professional

Casella Organics employs New England's largest and most experienced group of professionals in the field. Collectively, the staff has over 300 years of experience in managing beneficial use programs. Numbering over 50, many members of the staff hold advanced degrees in engineering, environmental management, soil science, product marketing and wastewater treatment. Their varied backgrounds give depth to the services provided. Many have previous experience working for consulting firms, state and federal agencies, environmental organizations, municipal planning and public works departments.

Casella Organics has a strong commitment to the communities in which it works. Many of Casella Organics' professionals serve as board members and volunteers in organizations, both charitable and those dedicated to the field. These groups include, but are not limited to, the Water Environment Federation, United States Composting Council, North East Biosolids and Residuals Association, Independent Energy Producers of Maine, New England Water Environment Association, Maine Wastewater Control Association, Paper Industry Management Association, Maine Pulp and Paper Association, New Hampshire Water Pollution Control Association, New Hampshire Landscape Association, Massachusetts Landscape and Nursery Association, New England Nursery Association, Maine Landscape and Nursery Association, New England Sports Turf Managers Association, United States Green Building Council, Habitat for Humanity, Association of General Contractors and the New York Water Environment Association, Professional Recyclers of Pennsylvania.

Ensured Strength and Security

Proud of our history and references, we have never had a single instance that forced the company to default on our contractual commitments. In addition, none of our customers have ever terminated a contract for cause or poor performance.

- Casella Organics has never received an administrative order, civil penalty, permit or license suspension or revocation, or a bond forfeiture action brought by local, state or federal jurisdictions.
- There have been no bankruptcy actions against Casella Waste Systems, Inc.
- Neither, New England Waste Services of Maine, Inc (the legal business name of Casella Organics), nor the parent company, CWS has ever been formally denied a bond.
- Casella Organics has been extended no specific bonding limit: they have essentially unlimited availability for performance, bid and construction bonds, and more than adequate resources to secure the required bonds for a project.
- No claims have been made on any bonds issued to the company.

Committed to EMS

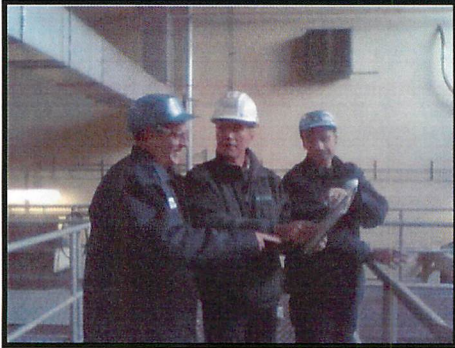
In January of 2009, The National Sludge Partnership (NBP) recognized the Casella Organics - Hawk Ridge Compost Facility in Unity Plantation, ME as the first privately operated biosolids management company in the country to be certified and admitted to the partnership's Environmental Management System (EMS) program. An Environmental Management System (EMS) is a systematic set of processes and practices that enable an organization to reduce its environmental impacts and increase its operating efficiency. It is a continual cycle of planning, implementing, reviewing and improving environmental and health & safety processes which an organization undertakes to meet its business and environmental goals. CO's achievement signifies that we know how to meet the requirements and support excellence in biosolids management practices, exceed or augment regulatory compliance obligations, and present meaningful opportunities for public participation.



Commitment to Our Clients and to Success: a 2008 Case Study

Our valued client and partner, the New England Fertilizer Company (NEFCO), provides a drying and pelletization service to the Massachusetts Water Resources Authority. During an unexpected shut down in October of 2008, NEFCO required emergency back-up management services for all of the sludge produced by the facility.

Casella Organics immediately provided the following:



- The coordination of 7 disposal outlets, all with different hours, weight restrictions, testing requirements, and capabilities to handle sludge.
- A clear understanding of the equipment and process configuration.
- Modification of the sludge loading area from live loading to a drop and pull scenario with staged trailers, a yard tractor, and 24 hour swap service.
- Coordination of staff.
- Assistance with Public Relations.
- 24/7 service with Casella personnel on-site to coordinate logistics.

During the emergency backup service period which lasted from October 31, 2008 to December 10, 2008, Casella Organics diligently managed approximately 560 wet tons per day, totaling almost 15,000 wet tons of biosolids, while maintaining full compliance in its operations.

Excellent Compliance Record and No Permit Violations

Casella Organics maintains a specialized compliance department with extensive knowledge of biosolids and residuals. Casella Organics has an excellent environmental compliance record. Our customers and contractors know that they are "obsessed" with ensuring that programs operate in full compliance with all environmental laws and regulations. In addition to our own programs of compliance calendars, quarterly audits and periodic inspections, the compliance staff go so far as to perform environmental audits of the customers' plants, visiting customers to assist them in insuring that they are meeting all of the sampling protocols and other requirements of their biosolids and residuals related permits.

****Since our inception in 1983, we have never received a Notice of Violation or compliance order at any of our facilities.**

OSHA Compliance and Workforce Safety

Casella Organics conducts thorough and regular training for all employees; adhering to and exceeding, all OSHA requirements and standards. CO has never received any OSHA violations or fines.

Awards and Recognition

Casella Organics is proud of the awards we have received by our industry which serve as recognition of our commitment to facility, product and staff excellence. These awards include:

- 2012 The AGreen Energy Project (a Casella Organics Joint Venture) received the Business Innovation Award from MassRecycle
- 2011 – Recognition of a decade of participation and support of the New England Water Environment Association and Annual Conference
- 2010 – Platinum Status achieved for the National Biosolids Partnership's Environmental Management Systems Certification
- 2009 – The National Biosolids Partnership's Environmental Management Systems Certification
- 2006 - Chris Bales, Casella Organics Product Marketing Specialist, received the prestigious Hi Kellogg Award for his outstanding service to the composting industry
- 2004 - Hawk Ridge Compost Facility received the United States Composting Council's Composter of the Year Award.
- 2001 - New England Organics received the EPA National Biosolids Exemplary Management Award
- 2000 - New England Organics received the Maine Governor's Environmental Excellence Award in the category of Sustainable Development
- 1991 - New England Organics received the Environmental Protection Agency's Beneficial Use of Biosolids Award.

BID FORM

Project Identification: Sludge and Grit Disposal Services

Contract Identification And Number: Bid No. 15.18

Submitted To: City of Newburgh

83 Broadway - 4th Floor , Newburgh, NY 12550

Attn: City Comptroller

- 1 The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
- 2 BIDDER accepts all of the terms and conditions of the Advertisement or Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for forty-five (45) days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of Owner's Notice of Award.
- 3 In submitting this Bid, BIDDER represents as more fully set forth in the Agreement, that:
 - a. BIDDER has examined and carefully studied the Notice to Bidders, Bid Documents, and the following Addenda, receipt of all which is hereby acknowledged:

List Addenda by Addendum Number and Date:

Addendum No. 1, 10/26/2018; Addendum No 2, 10/31/2018

- b. BIDDER has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Work. Alternatively, in lieu of such, do solely and completely accept all risks inherent in not doing so.
 - c. BIDDER is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
 - d. BIDDER is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
 - e. BIDDER has correlated the information known to BIDDER, information and observation obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
 - f. BIDDER has given Owner written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by Owner is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
 - g. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and, BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over Owner.
 - h. Any other representation required by Laws and Regulations.

- 4 Bidder proposes the following Unit Prices that shall include full compensation for all required labor, products, tools, equipment, transportation, services and incidentals, erection, installation, overhead and profit necessary to perform the Work in accordance with the Contract Documents.

ITEM	APPROXIMATE ANNUAL QUANTITY	DESCRIPTION	UNIT PRICE	BID PRICE PER YEAR	AMOUNT WRITTEN IN WORDS
A.	7,000 Wet Tons	Dewatered Sludge Disposal	Per Wet Ton	\$94.40	Ninety four dollars and forty cents
B.	800 Dry Tons	Grit Disposal Removal	Per Dry Ton	\$	No Bid

*Annual CPI rate shall be added to the above-referenced Base Bid Price Per Year so as to adjust the annual contract amount(s) for contract years 2020 and 2021, and for 2022 and/or 2023 should Owner extend contract through such period of time.

- 5 The following documents are attached to and made a condition of this Bid:

- Resolution of Board of Directors
- Non-Collusion Bidding Affidavit
- Required Bid Security in the form of Bid Bond or certified bank check
- Required BIDDER's Qualification Statement with supporting data
- Affidavit of Worker's Compensation
- Iranian Energy Sector Divestment

- 6 Communications concerning this Bid shall be addressed to, the address of BIDDER indicated below:

Casella Organics

58 Clifton Country Rd., Suite 200

Clifton Park, NY 12065

- 7 Office Telephone: 518-491-5292 Alternate Telephone: 518.348.3751

Emergency Telephone: 518-383-0137 Contact Person: Glen Knecht

Tax Identification No.: 010329311

- 8 Terms used in this Bid which are defined in the General Conditions or Instructions will have the meanings indicated in the General Conditions or Instructions.

SUBMITTED on: November 09 2018
Month Day Year

State Contractor License No.: N/A

If BIDDER is:

An Individual

By: _____

Individual's Name

Seal

Doing business as _____

Business Address: _____

Phone Number: _____

A Partnership

By: _____

Firm Name

Seal

General Partner _____

Business Address: _____

Phone Number: _____

A Corporation

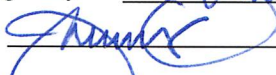
By: New England Waste Services of ME, Inc. (d/b/a Casella Organics)

Corporation Name

Seal

State of Incorporation: Maine

Authorized Signatory:  Title: President & Secretary

Attestation: 

Secretary

Business Address: 110 MAIn St., Suite 308, Saco, ME 04072

Phone Number: 207-347-3613

Date qualified to do business: Octobe 11, 1974

A Joint Venture

By: _____

Individual's Name

Address: _____

By: _____

Individual's Name

Seal

Address: _____

Official Communications Address: _____

Official Communications Phone Number: _____

Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.



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CERTIFIED COPY OF RESOLUTION
OF
BOARD OF DIRECTORS OF

New England Waste Services of ME, Inc. (d/b/a Casella Organics)

Name of Corporation

Resolved that John W. Casella, President & Secretary

Authorized Signatory

Title

of New England Waste Services of ME, Inc. Authorized to sign and submit the Bid of the Corporation for

Name of Corporation

the following project: Sludge & Grit Disposal Services

and to include in such Bid the Certificate as to Non-Collusion, and for any inaccuracies or misstatements in such Certificate this Corporate Bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the Resolution adopted by:

New England Waste Services of ME, Inc. (d/b/a Casella Organics)

Name of Corporation

At a meeting of its Board of Directors held on the 1st day of November 20 18

By: [Signature] Title: President & Secretary



This form must be completed if the Bidder is a Corporation

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NON-COLLUSION BIDDING AFFIDAVIT

Sludge and Grit Disposal Services

BID No. 15.18

City of Newburgh, New York

STATE OF: Vermont

County of: Rutland

I, John W. Casella of the Town, Village, City of Rutland
in the County of Rutland and the State of Vermont

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

I am John W. Casella, an officer of the firm of New England Waste Services of ME, Inc
d/b/a Casella Organics
the Bidder making the Proposal for the above named Work, and that I executed the said Proposal with full authority to do
so; that said Bidder has not, directly or independently, entered into any agreement, participated in any collusion, or
otherwise in connection with the above named work; and that all statements contained in said Proposal and in this affidavit
are true and correct, and made with the full knowledge that the City of Newburgh, NY as Owner relies upon the truth of
the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for
said work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure contract upon an
agreement or understanding for a commission, percentage, brokerage or contingent fee, except bonafide employees or

bonafide established commercial or selling agencies maintained by New England Waste Services of ME, Inc.
(d/b/a Casella Organics)

Contractor Name

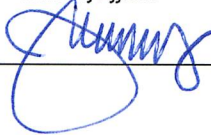
Subscribed and sworn to

John W. Casella

Name of Affiant

President + Secretary

Title of Affiant



Signature of Affiant

before me this 1st day of November, 20 18

Notary Public of Vermont

My commission expires: 2/10/2019

Notary Signature: Patricia Belden

Affix Notary Seal or Stamp below



This Affidavit must be completed by all Bidders

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BID BOND

BIDDER, Name and Address:

New England Waste Services of ME, Inc. (d/b/a Casella Organics)

110 Main St., Suite 1408

Saco, ME 04072

SURETY, Name and Address of Principal Place of Business:

Evergreen National Indemnity Company

6140 Parkland Boulevard, Suite 321

Mayfield Heights, OH 44124-6106

OWNER, Name and Address:

City of Newburgh

83 Broadway

Newburgh, NY 12550

BID:

Due Date: November 9, 2018

Project, brief description and location:

Sludge transportation and disposal services from the city wastewater treatment plant.

Bid No. 15.18

BOND:

Bond Number: 869868

Date, no later than Bid Due Date: November 9, 2018

Penal Sum: Thirty-Five Thousand and 00/100 Dollars (\$35,000.00)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER:

New England Waste Services of ME, Inc.
(d/b/a Casella Organics)

Bidder's Name and Corporate Seal

SURETY, attached power of attorney:

Evergreen National Indemnity Company

Surety's Name and Corporate Seal

By:

John W. Casella, Pres & Sec
Signature and Title John W. Casella

By:

Patricia A. Temple
Signature and Title Attorney-In-Fact

Attest:

Amy L. Colaneri
Signature and Title Amy L. Colaneri

Attest:

Denise M. Fodor
Signature and Title Denise M. Fodor

EVERGREEN NATIONAL INDEMNITY COMPANY

MAYFIELD HEIGHTS, OH
POWER OF ATTORNEY

POWER NO. **869868**

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint:

Patricia A. Temple

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof.

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.

FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of December, 2014.



EVERGREEN NATIONAL INDEMNITY COMPANY

By: Matthew T. Tucker
Matthew T. Tucker, President

By: David A. Canzone
David A. Canzone, CFO

Notary Public)
State of Ohio)

SS:

On this 1st day of December, 2014, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Matthew T. Tucker and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, the day and year above written.



PENNY M HAMM
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
04-04-2022

Penny M. Hamm
Penny M. Hamm, Notary Public
My Commission Expires April 4, 2022

State of Ohio)

SS:

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force 9th day of November, 2018.



Wan C. Collier
Wan C. Collier, Secretary

State of New York

DEPARTMENT OF FINANCIAL SERVICES

WHEREAS IT APPEARS THAT

Evergreen National Indemnity Company

Home Office Address Mayfield Heights, Ohio

Organized under the Laws of Ohio

has complied with the necessary requirements of or pursuant to law, it is hereby

licensed to do within this State the business of

fire, miscellaneous property, water damage, burglary and theft, glass, boiler and machinery, collision, personal injury liability, property damage liability, workers' compensation and employers' liability, fidelity and surety, motor vehicle and aircraft physical damage, marine and inland marine, marine protection and indemnity and service contract reimbursement insurance, as specified in paragraph(s) 4, 5, 6, 7, 8, 9, 12, 13, 14, 15, 16, 19, 20, 21 and 28 of Section 1113(a) of the New York Insurance Law and also such workers' compensation insurance as may be incident to coverages contemplated under paragraphs 20 and 21 of Section 1113(a), including insurances described in the Longshoremen's and Harbor Workers' Compensation Act (Public Law No. 803, 69 Cong. as amended: 33 USC Section 901 et seq. as amended) to the extent permitted by certified copy of its charter document on file in this Department until July 1, 2019.



**In Witness Whereof, I have hereunto set
my hand and affixed the official seal of this
Department at the City of Albany, New York, this
1st day of July, 2018**

**Maria T. Vullo
Superintendent**

By *Kathleen Grandera*

**Kathleen Grandera
Special Deputy Superintendent**



Evergreen National Indemnity Company

Certificate

2017

The following financial information was obtained from the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance.

STATEMENT OF INCOME

Direct Written Premium	\$ 32,539,671
Reinsurance Assumed	3,234,129
Reinsurance Ceded	(24,106,162)
Net Written Premium	11,667,638
Change in Unearned	(2,250)
Net Earned Premium	11,665,388
Losses & LAE Incurred	900,047
Net Commission Expense	4,838,495
Other Expenses	3,141,023
Underwriting Gain/ (Loss)	2,785,823
Net Investment Income	1,772,613
Net Realized Capital Gains (Loss)	624,880
Other Income/ (Expense)	9,024
Income Before FIT	5,192,340
Federal Income Tax	1,402,018
Net Income	3,790,322

BALANCE SHEET

Assets	
Invested Assets	45,656,519
Uncollected premium and agents' balances	1,636,605
Reinsurance Recoverable	256,413
Other Assets	538,488
Total Assets	48,088,025
Liabilities & Surplus	
Unearned Premium Reserve	5,395,140
Loss & LAE Reserves	4,571,581
Ceded Reinsurance Payable	2,576,252
Other Liabilities	1,092,819
Total Liabilities	13,635,792
Surplus	34,452,233
Total Liabilities & Surplus	48,088,025

I hereby certify that the above information is that contained in the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance for the year ending December 31, 2017.


David A. Canzone, Treasurer

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

BIDDER'S QUALIFICATION QUESTIONNAIRE

The undersigned guarantees the accuracy of all statements and answers herein contained. (Please print in ink).

- 1 How many years has your firm been in business as a Contractor?

in years: 43

- 2 List projects of this nature that you have completed in the last five (5) years, and give the name, address and telephone number of a reference from each as requested under Section 4.4 in the Instructions to Bidders. Also give the completion date, the original contract bid price and the completed cost of each project listed (use additional sheet, if necessary).

City of Beacon, Ed Balicki, One Municipal Plaza, Beacon, NY 12508, 845-831-7130, 5/1/2014 - Present, \$79.86 to \$92.72 per ton.

Town of Huntington, John Pavlic, 65 Creek Rd., Huntington, NY 11743, 631-831-3820, 6/6/2014 - Present, \$115.96 to \$105.87 per ton.

Saratoga County Sewer District, Dan Rourk, 1002 Hudson River Rd., Mechanicville, NY 12118, 518-664-7396, 6/1/2011 - Present, \$90 per ton.

City of Schenectady WWTP, Paul Lafond, 300 Anthony St., Schenectady, NY 12308, 518-631-0037, 6/9/2015 - Present, \$68.47 to \$73.32/ton

Yonkers Joint WRF, Jeffrey Bryant, 1 Fernbrook St., Yonkers, NY, 10705, 914-231-2874, 7/16/2018 - Present, \$109.97 per ton.

- 3 List contracts presently under agreement by your firm, the dollar volume of the contract and the contract terms.

City of Beacon, Currently serving in the first year of a new three year sludge management contract for approximately \$718,000/year.

Town of Huntington, Currently serving in the first year of a new three year sludge management contract for approximately \$635,220/year.

Saratoga County Sewer District, Currently serving in the third year of a three year sludge management contract: \$1,800,000/year

City of Schenectady WWTP, Currently serving in the final renewal year of a 2 year / 2 renewals sludge management contract: \$601,224/year

Yonkers Joint WRF, Currently serving in the first year of a 3 year sludge management contract for approximately \$3,958,900/year

- 4 Work awarded to you; if so, state where and why.

City of Beacon Wastewater Treatment Plant Sludge Management; Beacon, NY; Price, Qualifications, Service

Town of Huntington, Wastewater Treatment Plant Sludge Management; Huntington NY; Price, Qualifications, Service

Saratoga County Sewer District Wastewater Treatment Plant Sludge Management; Mechanicville, NY; Price, Qualifications, Service

City of Schenectady Wastewater Treatment Plant Sludge Management; Schenectady, NY; Price, Qualifications, Service

Yonkers Joint WRF Wastewater Treatment Plant Sludge Management; Yonkers, NY; Price, Qualifications, Service

- 5 What equipment do you own that is available for this work?

Over the road tractors and dump trailers to be used are property of our hauling partner Goulet Trucking.

See attached equipment list

- 6 What equipment do you plan to rent or purchase for this work?

None

-
- 7 Provide information on any administrative orders, civil penalties, permit or license suspensions or revocations, or bond forfeiture actions brought by local, state or federal jurisdictions, currently in effect or pending, for work to be performed under this contract.

None

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

Surety: Noyle Johnson Group, 119 River Street Montpelier VT 05602, 802.223.9650, Contact: Audrey L. Macie

Bank: Bank of America, 100 Federal St., Boston, MA 02106, 1-888-715-1000 ext 34899, Contact: Sue Butler

Bank: TD Bank P.O. Box 999 Rutland, VT 05702, 802-786-4126, Contact: Kirke Hart

Supplier: Graymont, 206-25, De Lauzon Street, Boucherville, QC J4B 1E7, Canada, 450-645-2437, Yves Dargis

- 9 Provide a financial statement for your company. This should include a balance and income statement for your most recent fiscal year. A certified audit is preferred but not required. Use an insert sheet, if needed. Only three (3) lowest bidders shall submit this information (if requested by Owner) to the Owner within forty-eight (48) hours of the opening of the Bids.

Available upon request.

- 10 State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name of all partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that information be furnished.

The business is a Corporation

Type of Legal Entity

The address of principal place of business is:

110 Main St., Suite 1308

Saco, ME 04072

The names of the corporate officers, or partners, or individual doing business under a trade:

John Casella, President / Secretary; Doug Casella, VP; Edwin Johnson, VP;

Edmond Coletta, Treasurer; Brian Oliver, VP; Michael Hodge, VP Organics

AFFIDAVIT - WORKER'S COMPENSATION

STATE OF: Vermont)

) SS:

County of: Rutland)

I, John W. Casella of the Town, Village, City of Rutland

in the County of Rutland and the State of Vermont

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

I am John W. Casella, an officer of the firm of New England Waste Services of ME, Inc.
d/b/a Casella Organics

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

New England Waste Services of ME, Inc. (d/b/a Casella Organics)

Contractor Name

Subscribed and sworn to

John W. Casella

Name of Affiant

President + Secretary

Title of Affiant



Signature of Affiant

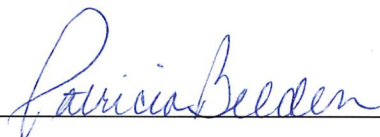
before me this 1st day of November, 20 18

Notary Public of Vermont

My commission expires: 2/10/2019

Affix Notary Seal or Stamp below

PATRICIA BELDEN
Notary Public, State of Vermont
My Commission Expires Feb. 10, 2019

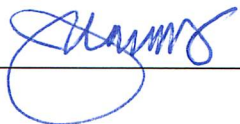
Notary Signature: 

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Certification Pursuant to Section 103-g of the New York State General Municipal Law
Iranian Energy Sector Divestment

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

Name: John W. Casella Title: President & Secretary

Signature: 

Date: 11/1/18 Company Name: New England Waste Services of ME, Inc.
(d/b/a Casella Organics)

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NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

DEC PERMIT NUMBER 8-0728-00004/00013
FACILITY/PROGRAM NUMBER(S) 08S02



PERMIT
Under the Environmental
Conservation Law (ECL)

EFFECTIVE DATE June 2, 2016
MODIFIED June 2, 2016
EXPIRATION DATE(S) June 1, 2026

TYPE OF PERMIT ☐ NEW ☒ RENEWAL ☒ MODIFICATION ☒ PERMIT TO CONSTRUCT ☒ PERMIT TO OPERATE

- | | | |
|---|--|---|
| ☐ Article 15, Title 5:
Protection of Waters | ☐ 6NYCRR 608: Water Quality
Certification | ☒ Article 27, Title 7;
6NYCRR 360: Solid Waste
Management |
| ☐ Article 15, Title 15:
Water Supply | ☐ Article 17, Titles 7, 8:
SPDES | ☐ Article 27, Title 9;
6NYCRR 373: Hazardous
Waste Management |
| ☐ Article 15, Title 15:
Water Transport | ☐ Article 19: Air Pollution
Control | ☐ Article 34: Coastal
Erosion Management |
| ☐ Article 15, Title 15:
Long Island Wells | ☐ Article 23, Title 27:
Mined Land Reclamation | ☐ Articles 1, 3, 17, 19, 27, 37;
NYCRR 380: Radiation Control |
| ☐ Article 15, Title 27:
Wild, Scenic and Recreational
Rivers | ☐ Article 24: Freshwater
Wetlands | ☐ Other: |
| | ☐ Article 25: Tidal Wetlands | |

PERMIT ISSUED TO Chemung County			TELEPHONE NUMBER (607)733-2887
ADDRESS OF PERMITTEE 1690 Lake Street, P.O. Box 588, Elmira, N.Y. 14902-0588			
CONTACT PERSON FOR PERMITTED WORK Michael Krusen, Chemung County Deputy County Executive			TELEPHONE NUMBER (607)737-2031
NAME AND ADDRESS OF PROJECT/FACILITY Chemung County Sanitary Landfill			
LOCATION OF PROJECT/FACILITY Chemung County, 1488 County Route 60			
COUNTY Chemung	TOWN Chemung	WATERCOURSE Water Body:	NYTM COORDINATES E:473750 N:74800
DESCRIPTION OF AUTHORIZED ACTIVITY: Construct and operate a sanitary landfill, receiving a maximum of 417,000 tons of waste per year and consisting of existing Cells I-IV, a landfill expansion for Cell V construction, a soil borrow area outside Cells I-V of approximately 18.9 acres, and other appurtenant structures. Approved operations include a solidification process within the lined foot print of the landfill that mixes drill cuttings and a bulking agent(s) to produce a waste material that consists of a minimum 20% solid, and contains no free liquids.			

By acceptance of this permit, the permittee agrees that the permit is contingent upon strict compliance with the ECL, all applicable regulations, the General Conditions specified (see page 2) and any Special Conditions included as part of this permit.

PERMIT ADMINISTRATOR: Scott Sheeley	ADDRESS 6274 E. Avon-Lima Rd, Avon, NY 14414	
AUTHORIZED SIGNATURE 	DATE JUNE 2, 2016	Page 1 of 25



PERMIT
Under the Environmental Conservation Law (ECL)

Permittee and Facility Information

Permit Issued To:
HYLAND FACILITY ASSOCIATES
25 GREENS HILL LN
RUTLAND, VT 05702

Facility:
HYLAND LANDFILL
6653 HERDMAN RD
ANGELICA, NY 14709

Facility Location: in ANGELICA in ALLEGANY COUNTY

Facility Principal Reference Point: NYTM-E: 252.123 NYTM-N: 4686.054
Latitude: 42°17'14.3" Longitude: 78°00'23.3"

Authorized Activity: Construction of Hyland Landfill cells 4 and 5 and ancillary facilities including leachate collection, gas collection, storm water control, soil borrow area, etc.

Operation of cells 1, 2, 3, 4, and 5; leachate collection system; leachate storage facilities; storm water control facilities; soil borrow area; landfill gas collection system; landfill gas destruction unit and landfill gas power production plant.

Permit Authorizations

Solid Waste Management - Under Article 27, Title 7

Permit ID 9-0232-00003/00002

(Solid Waste ID 02S17)

Renewal

Effective Date: 12/1/2015

Expiration Date: 5/1/2025

NYSDEC Approval

By acceptance of this permit, the permittee agrees that the permit is contingent upon strict compliance with the ECL, all applicable regulations, and all conditions included as part of this permit.

Permit Administrator: DAVID S DENK, Regional Permit Administrator
Address: NYSDEC Region 9 Headquarters
270 Michigan Ave
Buffalo, NY 14203 -2915

Authorized Signature: _____

Date 12/1/2015

MFR YEAR	VEH. NO.	MAKE	MODEL	FUEL NO.	<i>printed:</i> STYLE	FUEL AXLES	11/7/2018 V.I.N.	DATE IN SERVICE	MASS. PLATE	MAINE PLATES	PLATE EXPIRES	NY HUT PERMIT# 22nd series	NY HUT PERMIT# 23rd series	UNLOADED WEIGHT per NY HUT
	fleet #1	HEAVY TRUCKS												
	fleet #2													
1997	97-1	Kenworth	W900	19701	tractor	D	1XKWDB0X3VJ755138	Mar-97	59202		June -IRP	073759	110907	18,700
2001	01-2	Kenworth	W900	10102	tractor	D	1XKWDB0X91J870367	Jul-00	59270		June -IRP	073754	110904	18,280
2001	01-5	Kenworth	W900	10105	tractor	D	1XKWDB0X61J872139	May-11	84168		June -IRP	073736	110894	18,600
2002	02-2	Kenworth	W900	10202	tractor	D	1XKWDB0XX2J887020	Aug-01	59268		June -IRP	073751	110902	17,810
2002	02-13	Peterbilt	379	10213	tractor	D	1XP5DB9X82N578986	May-04	62091		June -IRP	073753	110903	17,800
2003	03-4	Kenworth	W900	10304	tractor	D	1XKWDB0X33J384981	Nov-04	64166		June -IRP	073780	110918	18,911
2004	04-1	Kenworth	W900	10401	tractor	D	1XKWDB0X24J397450	Mar-04	63275		June -IRP	073755	110905	19,010
2005	05-2	Peterbilt	379	10502	tractor	D	1XP5DB0X25N877309	Mar-05	5082A		June -IRP	073726	110843	19,251
2005	05-5	Kenworth	W900	10505	tractor	D	1XKWDB0X95J102832	Jun-05	59203		June -IRP	073749	110900	18,000
2006	06-9	Peterbilt	379	10609	roll off	D	1NP5XBEX46N883947	Jan -12	88189		June -IRP	073742	110897	30,500
2007	07-4	Peterbilt	379	10704	tractor	D	1XP5DB0X47N669144	Jul-11	84035		June -IRP	073765	110909	17,226
2007	07-5	Peterbilt	379	10705	tractor	D	1XP5DB0X67N669145	Aug-11	86495		June -IRP	073729	110890	17,326
2009	09-1	Freightliner (GVE)	Cornado	10901	tractor	D	1FVXFB0089DAD1661	Aug-08	71559		June -IRP	073747	110898	19,200
2009	09-9	Peterbilt (glider)	389	10909	tractor TRI	D	1NPXGGGG20D790747	Jan-09	76319		June -IRP	073787	110841	22,400
2010	10-4	Peterbilt (glider) (GVE)	389	11004	tractor	D	1NPXGGGG90D109483	Jul-10	97644		June -IRP	073738	110895	19,200
2012	12-1	Peterbilt (glider)	389	11201	tractor	D	1NPXGGGG10D145376	Oct _11	83690		June -IRP	073730	110891	18,600
2012	12-2	Peterbilt (glider)	389	11202	tractor	D	1NPXGGGG40D150989	Jan-12	83262		June -IRP	073734	110892	19,500
2012	12-3	Peterbilt (glider)	389	11203	tractor	D	1NPXGGGG30D160381	Jan-12	82754		June -IRP	073735	110893	19,100
2012	12-4	Peterbilt (glider)	389	11204	tractor	D	1NPXGGGG50D160382	Jan-12	88654		June -IRP	B95177	110848	19,600
2012	12-5	Peterbilt (glider)	389	11205	tractor	D	1NPXGGGGX0D194320	Jun-12	88259		June -IRP	B90124	110847	18,500
2012	12-7	Peterbilt	389	11207	tractor	D	1XPWDP0XOCD156992	Aug-12	88565		June-IRP	073741	110896	18,488
2013	13-5	Kenworth	W900B	11305	tractor	D	1XKWDP0X4DJ361742	Sept-12	88443		June-IRP	073761	110935	17,529
2013	13-6	Kenworth	W900B	11306	tractor	D	1XKWDP0X6DJ361743	Sept-12	88442		June-IRP	073762	110908	17,509
2013	13-7	Kenworth	W900B	11307	roll off	D	1NKWXPEX1DJ368075	Jan-13	79408		June-IRP	073763	110842	21,520
2014	14-3	Western Star (glider)	4900	11403	tractor	D	5KKXAF001EPFJ8908	Apr-13	79407		June-IRP	073766	110910	22,300
2014	14-4	Western Star (glider)	4900	11404	tractor	D	5KKXAF003EPFJ8909	Apr-13	79410		June-IRP	073768	110912	22,300
2014	14-5	Western Star (glider)	4900	11405	tractor	D	5KKXAF002EPFJ8979	Apr-13	79411		June-IRP	073767	110911	22,300
2014	14-6	Peterbilt	388	11406	tractor	D	1XPWDP0X9ED215699	Apr-13	88893		June-IRP	073721	110884	19,500
2014	14-7	Peterbilt (glider)	389	11407	tractor	D	1NPXGGGG70D229458	Sep-13	89103		June-IRP	073776	110915	18,100
2014	14-8	Peterbilt (glider)	389	11408	tractor	D	1NPXGGGG90D229459	Sep-13	89110		June-IRP	073778	110917	18,100
2014	14-12	Peterbilt	388	11412	tractor	D	1XPWDP0X2ED231369	Aug-13	88275		June-IRP	073775	110914	18,398
2014	14-13	Peterbilt	388	11413	tractor	D	1XPWDP0X0ED231368	Sep-13	89104		June-IRP	073777	110916	18,240
2014	14-15	Peterbilt (glider)	388	11415	tractor tri	D	1NPXGGGGX0D220463	Jan-14	83261		June-IRP	073781	110919	20500
2014	14-16	Western Star (glider)	4900	11416	tractor	D	5KKXAF00XEPFY9976	Feb-14	90479		June-IRP	073783	110921	22,300
2014	14-17	Western Star (glider)	4900	11417	tractor	D	5KKXAF001EPFY9977	Feb-14	70514		June-IRP	073782	110920	22,300
2014	14-18	Kenworth (built glider)	W900	11418	tractor	D	1NKWGGGGX0J395802	Sep-14	91806		June-IRP	073704	110870	19,200
2014	14-20	Peterbilt (built glider)	389	11420	tractor	D	1NPXGGGGX0D289623	Mar-15	76881		June-IRP	073713	110878	19,150
2014	14-21	Peterbilt (built glider)	389	11421	tractor	D	1NPXGGGG10D289624	Mar-15	77492		June-IRP	C97354	110856	19,150
2015	15-1	Western Star (glider)	4900	11501	tractor	D	5KKXAF00XFPGC8742	Jun-14	91139		June-IRP	073790	110926	22,300
2015	15-2	Western Star	4900	11502	tractor	D	5KJJAED10FPGD9451	Jun-14	90466		June-IRP	073785	110923	21,300
2015	15-3	Freightliner	122SD	11503	tractor	D	3AKJGND1XFDGD0387	Jun-14	91138		June-IRP	073789	110925	21,300
2015	15-4	Peterbilt	389	11504	tractor	D	1NPXDP0X8FD277515	Oct-14	67619		June-IRP	073706	110872	18,961
2015	15-5	Kenworth	T880	11505	tractor	D	1XKZDP0XXFJ468164	Dec-14	93645		June-IRP	916422	110941	17,564

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2015	15-6	Kenworth	T880	11506	tractor	D	1XKZDP0X1FJ468165	Dec-14	93646		June-IRP	916421	110940	17,544
2015	15-7	Peterbilt	388	11507	tractor	D	1XPXDP0X8FD298502	Feb-15	92755		June-IRP	073709	110875	19,851
2015	15-8	Peterbilt	388	11508	tractor	D	1XPXDP0XXFD298503	Feb-15	92756		June-IRP	073710	110876	19,851
2015	15-9	Peterbilt	388	11509	tractor	D	1XPXDP0X1FD298504	Feb-15	92757		June-IRP	073708	110874	19,851
2015	15-10	Mack	CHU613	11510	tractor	D	1M2AN07Y5FM020789	Jan-15	92792		June-IRP	073707	110873	19,020
2015	15-11	Kenworth (built glider)	W900	11511	tractor	D	1NKWGGGG10J467261	May-15	95868		June-IRP	073718	110881	19,300
2015	15-12	Kenworth (GVE) glider	W900	11512	tractor	D	1NKWGGGG30J467262	May-15	95978		June-IRP	073719	110882	19,300
2016	16-1	Kenworth (glider)	W900	11601	tractor	D	1NKWGGGG70J462937	Jan-15	88993		June-IRP	073711	110877	20,200
2016	16-2	Mack	CHU613	11602	tractor	D	1M1AN07Y3GM023017	May-15	94105		June-IRP	073717	110880	18,320
2016	16-3	Mack	CHU613	11603	tractor	D	1M1AN07Y0GM023007	May-15	79409		June-IRP	C41328	110851	18,320
2016	16-4	Mack	CHU613	11604	tractor	D	1M1AN07Y2GM023008	May-15	86496		June-IRP	073716	110852	18,320
2016	16-5	Mack	CHU613	11605	tractor	D	1M1AN07Y1GM023016	May-15	81774		June-IRP	073715	110879	18,320
2016	16-6	Peterbilt	389	11606	tractor	D	1NPXDP9X8GD305995	Jun-15	95864		June-IRP	073720	110883	19,200
2016	16-7	Peterbilt	389	11607	tractor	D	1XPXDP0XXGD333641	Aug-15	94148		June-IRP	073724	110886	19,200
2016	16-8	Peterbilt	389	11608	tractor	D	1XPXDP0X1GD333642	Aug-15	93758		June-IRP	073725	110887	19,671
2016	16-9	Peterbilt	389	11609	tractor	D	1XPXDP0X3GD333643	Sept-15	85751		June-IRP	073728	110889	19,741
2016	16-10	Mack	CHU613	11610	tractor	D	1M1AN07Y0GM024805	Sept-15	78176		June-IRP	073727	110888	17,840
2016	16-11	Peterbilt	389	11611	tractor	D	1XPXDP0X9GD355744	Oct-15	59267		June-IRP	291374	110928	19726
2016	16-12	Peterbilt	389	11612	tractor	D	1XPXDP0X0GD355745	Oct-15	77366		June-IRP	291373	110927	19776
2016	16-13	Peterbilt	389	11613	tractor	D	1XPXDP0X2GD355746	Oct-15	59269		June-IRP	613792	110929	19,716
2016	16-14	Peterbilt	389	11614	tractor	D	1XPXDP0X5GD334681	Oct-15	88653		June-IRP	613793	110930	18,091
2016	16-16	Peterbilt	389	11616	tractor	D	1XPXDP9X8GD360498	Dec-15	93177		June-IRP	662122	110931	18,791
2017	17-1	Peterbilt	389	11701	tractor	D	1XPXDP0X2HD355747	Apr-16	83071		June-IRP	851873	110932	19,636
2017	17-2	Peterbilt	389	11702	tractor	D	1XPXDP0X4HD355748	Apr-16	98595		June-IRP	851874	110933	19,686
2017	17-3	Peterbilt	389	11703	tractor	D	1XPXDP0X6HD355749	May-16	95456		June-IRP	851875	110934	19,616
2017	17-4	Mack	CHU613	11704	tractor	D	1M1AN07Y7HM026102	Jun-16	99066		June-IRP	888354	110936	19,270
2017	17-5	Mack	CHU613	11705	tractor	D	1M1AN07Y9HM026103	Jun-16	98663		June-IRP	888355	110937	19,450
2017	17-6	Mack	CHU613	11706	tractor	D	1M1AN07Y0HM026104	Aug-16	99598		June-IRP	914139	110938	19,410
2017	17-7	Mack	CHU613	11707	tractor	D	1M1AN07Y2HM026105	Aug-16	99599		June-IRP	914140	110939	19,260
2017	17-8	Peterbilt	389	11708	tractor	D	1XPXDP0X2HD440345	Nov-16	65635		June-IRP	977182	110942	19,551
2017	17-9	Peterbilt	389	11709	tractor	D	1XPXDP0X4HD440346	Nov-16	59201		June-IRP	981870	110944	19,591
2017	17-10	Peterbilt	389	11710	tractor	D	1XPXDP0X6HD440347	Nov-16	88354		June-IRP	977183	110943	19,481
2017	17-11	Peterbilt	389	11711	tractor	D	1XPXDP0X8HD440348	Dec-16	84034		June-IRP	997570	110948	18,181
2017	17-12	Peterbilt	389	11712	tractor	D	1XPXDP0X1HD440644	Dec-16	88511		June-IRP	990862	110945	19,411
2017	17-13	Peterbilt	389	11713	tractor	D	1XPXDP0X3HD440645	Dec-16	59273		June-IRP	990863	110946	19,431
2017	17-14	Peterbilt	389	11714	tractor TRI	D	1XPXDP0X4HD441772	Dec-16	64202		June-IRP	997569	110947	18,575
2018	18-1	Peterbilt	567	11801	tractor	D	1XPCDP0X1JD473907	Jul-17	3029A		June-IRP	B61077	110844	19,321
2018	18-2	Peterbilt	567	11802	tractor	D	1XPCDP0X3JD473908	Jul-17	3028A		June-IRP	B61078	110845	19,331
2018	18-3	Peterbilt	567	11803	tractor	D	1XPCDP0X5JD473909	Aug-17	88353		June-IRP	B90123	110846	19,291
2018	18-4	Peterbilt	567	11804	tractor	D	1XPCDP0X5JD484795	Nov-17	83016		June-IRP	C60707	110854	19,431
2018	18-5	Peterbilt	567	11805	tractor	D	1XPCDP0X7JD484796	Feb-18	59265		June-IRP	D29277	110858	19,311
2018	18-6	Peterbilt	567	11806	tractor	D	1XPCDP0X9JD484797	Nov-17	68043		June-IRP	C35163	110850	19,381
2018	18-7	Peterbilt	567	11807	tractor	D	1XPCDP0X0JD484798	Nov-17	70711		June-IRP	C60706	110853	19,361
2018	18-8	Peterbilt	567	11808	tractor	D	1XPCDP0X2JD484799	Nov-17	88355		June-IRP	C35162	110849	19,361
2018	18-9	Peterbilt	567	11809	tractor	D	1XPCDP0X5JD484800	Nov-17	3473A		June-IRP	C60708	110855	19,117
2018	18-10	Peterbilt	567	11810	roll off	D	1NPCLP0X0JD492137	Jun-18	88578		June-IRP	E41692	110863	18,395

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												22nd series	23rd series	per NY HUT
2018	18-11	Kenworth	W900B	11811	tractor	D	1XKWDP0X4JJ212114	Feb-18	3492A		June-IRP	D29276	110857	17,625
2018	18-12	Peterbilt	567	11812	tractor	D	1XPCDP0X3JD491213	Mar-18	84356		June-IRP	D61161	110859	19,321
2018	18-13	Peterbilt	567	11813	tractor	D	1XPCDP0X5JD491214	Aug-18	84354		June-IRP	E98466	110867	19,351
2018	18-14	Peterbilt	567	11814	tractor	D	1XPCDP0X7JD491215	Mar-18	84355		June-IRP	D82230	110860	19,381
2018	18-15	Peterbilt	567	11815	tractor	D	1XPCDP0X9JD491216	Jul-18	88460		June-IRP	E49378	110865	19,331
2018	18-16	Peterbilt	567	11816	tractor	D	1XPCDP0X0JD491217	May-18	89109		June-IRP	D91132	110861	19,321
2019	19-1	Kenworth	T880	11901	tractor	D	1XKZDP0X6KJ238907	May-18	59274		June-IRP	E02061	110862	17,687
2019	19-2	Kenworth	T880	11902	tractor	D	1XKZDP0X7KJ256249	Sep-18	7235A		June-IRP	F18969	110869	17,326
2019	19-3	Kenworth	T880	11903	tractor	D	1XKZDP0X3KJ256250	Jul-18	2224A		June-IRP	E50728	110866	17,345
2019	19-4	Kenworth	T880	11904	tractor	D	1XKZDP0X5KJ256251	Sep-18	81711		June-IRP	F18968	110868	17,326
2019	19-5	Kenworth	T880	11905	tractor	D	1XKZDP0X2KJ256305	Jun-18	2783A		June-IRP	E41693	110864	17,213
2019	19-6	Kenworth (GVE)	T880	11906	tractor	D	1XKZDP0X4KJ256306	Oct-18	64596		June-IRP	n/a	304366	17,213
2019	19-7	Kenworth	T880	11907	tractor	D	1XKZDP0X4KJ278452				June-IRP	n/a		
2019	19-8	Kenworth	T880	11908	tractor	D	1XKZDP0X6KJ278453				June-IRP	n/a		
2019	19-9	Kenworth	T880	11909	tractor	D	1XKZDP0X8KJ278454	Oct-18	7912A		June-IRP	n/a		17,213
2019	19-10	Kenworth	T880	11910	tractor	D	1XKZDP0XXKJ278455	Oct-18	7913A		June-IRP	n/a		17,173
2019	19-11	Kenworth	T880	11911	tractor	D	1XKZDP0X1KJ278456	Oct-18	7914A		June-IRP	n/a		17,343
		SEMI-TRAILERS					<i>printed:</i>	11/7/18						
2014	LB-3	2014 Etnyer			lowbed	tri	1E9316677EE111365	Oct-14	2465878	1996468	2/28/2024			
2013	EB-1	2013 Trinity	Eagle Bridge		Belt	tri	1T9SC5033DB656219	Mar-13		271390C	2/28/2027			
2015	EB-2	2015 Trinity	Eagle Bridge		Belt	tri	1T9SC4837FB656323	Apr-15		2093034	2/29/2020			
2013	P-101	2013 Great Lakes	Pup		roll off pup		1G9CD2423DS139242	Mar-13		271408C	2/28/2020			
1991	TRO-1	1991 Accu			roll off		1A9804524M4194801	Jun-11		271371C	2/28/2027			
2002	TRO-2	2002 Benlee	37' 6" length		roll off		1B9A137302B180064	Jun-11		271372C	2/28/2027			
2000	TRO-3	2000 ESP			roll off	tdm	1E9RS4826Y1229111	Jun-11	-	2826491	2/28/2028			
2000	TRO-4	2000 ESP			roll off	tdm	1E9RS4828Y1229112	Jun-11	-	2826492	2/28/2028			
2011	TRO-6	Dragon			roll off	tdm	1D9SH482XBC661693	Sep-12		271409C	2/28/2027			
2012	TRO-7	Dragon			roll off	tdm	1D9SH482XCC661890	Sep-12		271410C	2/28/2027			
2018	TRO-8	Benlee			roll off	tdm	1B9D14821JB180016	May-18		2831378	2/28/2028			
2000	BT-1	2000 Great Dane			box	tdm	1GRAA9620YB093803	Jun-11		271373C	2/28/2027			
2000	BT-2	2000 Great Dane			box	tdm	1GRAA9621YB093826	Jun-11		271374C	2/28/2027			
2019	TF-1	2019 Titan			tipper	tdm	2TVTP4827KD000004	Apr-18		2830622	2/28/2028			
2019	TF-2	2019 Titan			tipper	tdm	2TVTP4829KD000005	Apr-18		2830623	2/28/2028			
2005	WF-18	2005 Mac			livefloor	tri	5MAMN48265C008439	Nov-04		271375C	2/28/2027			-
2008	WF-20	2008 Mac			livefloor	tdm	5MAMN48228C014503	Jul-07		2826493	2/28/2028			-
2008	WF-21	2008 Mac			livefloor	tdm	5MAMN48248C014504	Jul-07		2826494	2/28/2028			-
2008	WF-23	2008 Mac			livefloor	tdm	5MAMN48288C014506	Jul-07		2826495	2/28/2028			-
2008	WF-25	2008 Mac			livefloor	tdm	5MAMN48298C015129	Sep-07		2826496	2/28/2028			-
2000	WF-26	2000 Mac			livefloor	tdm	5MAMN452XYC003088	Dec-08		2826514	2/28/2028			-
2002	WF-29	2002 CTS			livefloor	tdm	1C92345282S770501	Jul-09		271378C	2/28/2027			-
2002	WF-30	2002 CTS			livefloor	tdm	1C92345232S770504	Jul-09		271379C	2/28/2027			-
2002	WF-31	2002 CTS			livefloor	tdm	1C92345202S770508	Jul-09		271380C	2/28/2027			-
2001	WF-32	2001 CTS			livefloor	tdm	1C92345281S770335	Jul-09		271381C	2/28/2027			-
2001	WF-33	2001 CTS			livefloor	tdm	1C92345231S770338	Jul-09		271382C	2/28/2027			-

MFR YEAR	VEH. NO.	MAKE	MODEL	FUEL NO.	<i>printed:</i> STYLE	FUEL AXLES	<i>11/7/2018</i> V.I.N.	DATE IN SERVICE	MASS. PLATE	MAINE PLATES	PLATE EXPIRES	NY HUT PERMIT# 22nd series	NY HUT PERMIT# 23rd series	UNLOADED WEIGHT per NY HUT
2001	WF-34	2001 CTS			livefloor	tdm	1C92345291S770344	Jul-09		271383C	2/28/2027			-
2001	WF-35	2001 CTS			livefloor	tdm	1C92345201S770345	Jul-09		271384C	2/28/2027			-
2013	WF-36	2013 MAC			livefloor	tdm	5MAMN4828DC025483	Apr-13	2465873	1948846	2/28/2024			
2013	WF-37	2013 MAC			livefloor	tdm	5MAMN4829DC025489	Apr-13	2465872	1948847	2/28/2024			
2013	WF-38	2013 MAC			livefloor	tdm	5MAMN4826DC025482	Apr-13		2826524	2/28/2028			
2013	WF-39	2013 MAC			livefloor	tdm	5MAMN4825DC025487	Apr-13		2826525	2/28/2028			
2013	WF-40	2013 MAC			livefloor	tdm	5MAMN4827DC025488	Apr-13		2826526	2/28/2028			
2014	WF-42	2014 EAST			livefloor	tdm	1E1U2Y282ER049638	Aug-13		2826523	2/28/2028			
2014	WF-43	2014 EAST			livefloor	tdm	1E1U2Y284ER049639	Aug-13		2826483	2/28/2028			
2014	WF-44	2014 EAST			livefloor	tdm	1E1U2Y282ER049641	Aug-13		2826484	2/28/2028			
2009	WF-47	2009 TITAN			livefloor	tdm	2TVWF1L299D000098	Jun-14	2465874	1988625	2/28/2024			
2009	WF-48	2009 TITAN			livefloor	tdm	2TVWF1L209D000118	Jun-14	2465875	1988626	2/28/2024			
2015	WF-49	2015 EAST			livefloor	tri	1E1U2Z282FR051879	Jun-14	2465876	1988627	2/28/2024			
2015	WF-50	2015 EAST			livefloor	tri	1E1U2Z289FR051880	Jun-14	2465877	1988628	2/28/2024			
2015	WF-51	2015 EAST			livefloor	quad	1E1U2Z482FR052771	Jul-14		271389C	2/28/2027			
2015	WF-52	2015 EAST			livefloor	quad	1E1U2Z484FR052772	Jul-14		271424C	2/28/2027			
2015	WF-53	2015 TITAN			livefloor	quad	2TVVF5042FD000612	Dec-14		2067396	2/29/2020			
2015	WF-54	2015 EAST			livefloor	tri	1E1U2Z383FR053560	Apr-15		2826505	2/28/2028			
2015	WF-55	2015 EAST			livefloor	tri	1E1U2Z385FR053561	Apr-15		271436C	2/28/2027			
2015	WF-56	2015 MAC			livefloor	tri	5MAMN5032FC033818	Jun-15		201206A	2/29/2020			
2016	WF-57	2016 STARGATE			livefloor	tri	2S9WA7353GM118023	Jun-15		201782A	2/29/2020			
2015	WF-58	2015 EAST			livefloor	tri	1E1U2Z285FR053612	Jul-15		209024A	2/29/2020			
2016	WF-59	2016 STARGATE			livefloor	tri	2S9WA7352GM118028	Oct-15		205133B	2/29/2020			
2017	WF-60	2017 MAC			livefloor	quad	5MAMN5048HC037478	Jul-16		207269C	2/29/2020			
2017	WF-61	2017 MAC			livefloor	quad	5MAMN504XHC037479	Jul-16		207270C	2/29/2020			
2018	WF-62	2018 MAC			livefloor	tri	5MAMN5036JW042724	May-17		279473C	2/28/2027			
2018	WF-63	2018 MAC			livefloor	tri	5MAMN5038JW042725	May-17		271376C	2/28/2027			
2012	WF-64	2012 Titan			livefloor	tri	2TVVF1L33CD000447	Jul-17		275581D	2/28/2027			
2018	WF-65	2018 Titan			livefloor	tri	2TVVF5036JD000418	Nov-17		277570D	2/28/2027			
2018	WF-66	2018 Titan			livefloor	tri	2TVVF5038JD000419	Nov-17		277572D	2/28/2027			
2018	WF-67	2018 Titan			livefloor	tri	2TVVF5034JD000420	Nov-17		277573D	2/28/2027			
2018	WF-68	2018 Titan			livefloor	tri	2TVVF5036JD000421	Nov-17		277574D	2/28/2027			
2018	WF-69	2017 Titan			livefloor	tri	2TVWF4831HD000565	May-18		2831470	2/28/2028			
2019	WF-70	2019 Titan			livefloor	tri	2TVVF5038KD000101	Jul-18		2928067	2/28/2029			
2019	WF-71	2019 Titan			livefloor	tri	2TVVF503XKD000102	Jul-18		2928068	2/28/2029			
2019	WF-72	2019 Titan			livefloor	tri	2TVVF5031KD000103	Jul-18		2928069	2/28/2029			
2019	WF-73	2019 Titan			livefloor	tri	2TVVF5033KD000104	Jul-18		2928070	2/28/2029			
2018	WF-74	2018 Titan			livefloor	tdm	2TVWF4824JD000430	Jun-18		2840157	2/28/2028			
2019	WF-75	2019 Titan			livefloor	tdm	2TVWF4827KD000259	Jun-18		2840158	2/28/2028			
2018	WF-76	2018 Titan			livefloor	tdm	2TVWF4826JD000106	Nov-18						
2019	WF-77	2019 Titan			livefloor	tdm	2TVWF4827KD000018	Nov-18						
2019	WF-77	2019 Titan			livefloor	tdm	2TVWF4829KD000019	Nov-18						
2019	WF-78	2019 Titan			livefloor	tdm	2TVWF4825KD000020	Nov-18						
2002	T-16	2002 Mac		-	dump	tri	5MADA36372C005191	Jul-01		271385C	2/28/2027			-
2000	T-21	2000 Mac		-	dump	tri	5MADA3633YC003849	Oct-01		271386C	2/28/2027			-

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2002	T-22	2002 Mac		-	dump	quad	5MADA36392C005418	Jul-08		271387C	2/28/2027			-
2002	T-23	2002 Mac		-	dump	tri	5MADA35382C005542	Dec-01		271388C	2/28/2027			-
2003	T-28	2003 East		-	dump	tri	1E1D2T3803RL32750	Nov-02	2465871	192577A	2/28/2024			-
2004	T-30	2004 Mac		-	dump	tri	5MADA36394C007494	Dec-03		271391C	2/28/2027			-
2005	T-35	2005 Mac		-	dump	tri	5MADA36385C008329	Feb-05		271393C	2/28/2027			-
2005	T-36	2005 Mac		-	dump	tri	5MADA35385C009174	Feb-05		271394C	2/28/2027			-
2005	T-37	2005 Mac		-	dump	tri	5MADA353X5C009175	Feb-05		271395C	2/28/2027			-
2005	T-38	2005 Mac		-	dump	tri	5MADA36355C009132	Apr-05		271396C	2/28/2027			-
2005	T-39	2005 Mac		-	dump	tri	5MADA36375C009133	Apr-05		271397C	2/28/2027			-
2005	T-40	2005 Mac		-	dump	tri	5MADA36365C009396	May-05		271398C	2/28/2027			-
2006	T-41	2006 Mac		-	dump	tri	5MADA36356C010628	Nov-05		271399C	2/28/2027			-
2006	T-42	2006 Mac		-	dump	quad	5MADA36366C010629	Nov-05		271400C	2/28/2027			-
2006	T-43	2006 Mac		-	dump	quad	5MADA36326C010630	Nov-05		271401C	2/28/2027			-
2006	T-46	2006 Mac		-	dump	quad	5MADA36356C011581	Apr-06		271402C	2/28/2027			-
2006	T-47	2006 Mac		-	dump	quad	5MADA36356C011582	Apr-06		271403C	2/28/2027			-
2008	T-48	2008 Mac		-	dump	tri	5MADN363X8C013976	Jun-07		2826497	2/28/2028			-
2008	T-50	2008 Mac		-	dump	tri	5MADN36358C015053	Sept.07		2826499	2/28/2028			-
2008	T-51	2008 Mac		-	dump	tri	5MADN36378C015054	Sept.07		2826500	2/28/2028			-
2008	T-52	2008 Mac		-	dump	tri	5MADN36398C015055	Feb-08		2826501	2/28/2028			-
2009	T-54	2009 Mac		-	dump	tri	5MADN363X9C017981	Dec-08		2826502	2/28/2028			-
2009	T-59	2009 Mac	AR40NF68-20	-	dump	tdm	5MADN40229A017989	Dec-08		271413C	2/28/2027			-
2009	T-60	2009 Mac	AR40NF68-20	-	dump	tdm	5MADN40299A017990	Dec-08		271414C	2/28/2027			-
2009	T-61	2009 Mac	AR40NF68-20	-	dump	tdm	5MADN40209A017991	Dec-08		271415C	2/28/2027			-
2009	T-62	2009 Mac	AR40NF68-20	-	dump	tdm	5MADN40229A017992	Dec-08		271416C	2/28/2027			-
2009	T-65	2009 Mac		-	dump	tdm	5MADN40289A017995	Dec-08		271419C	2/28/2027			1/0/1900
2009	T-66	2009 Mac		-	dump	tdm	5MADN402X9A017996	Dec-08		271420C	2/28/2027			-
2009	T-67	2009 Mac		-	dump	tdm	5MADN40219A017997	Dec-08		271421C	2/28/2027			-
2009	T-70	2009 Mac		-	dump	tri	5MADN36339C017983	Jan-09		2826503	2/28/2028			-
2005	T-73	2005 East		-	dump	tdm	1E1F9U2825RL35771	May-09		271404C	2/28/2027			-
2006	T-74	2006 Mac		-	dump	tri	5MADN37386C010134	Dec-09		2826504	2/28/2028			-
2011	T-79	2011 Mac		-	dump	tdm	5MADN3923BC019354	Aug-10		2826507	2/28/2028			-
2011	T-80	2011 Mac		-	dump	tri	5MADN3633BC019660	Aug-10		2826508	2/28/2028			-
2011	T-81	2011 Mac		-	dump	tri	5MADN3630BC020846	Feb-11		2826509	2/28/2028			-
2012	T-82	2012 Mac		-	dump	spread	5MADN4023CC020881	Apr-11		2826510	2/28/2028			-
2012	T-83	2012 Mac		-	dump	spread	5MADN4028CC020939	Apr-11		2826511	2/28/2028			-
2012	T-84	2012 Mac		-	dump	tri	5MADN3634CC021385	Jun-11		2826512	2/28/2028			-
2012	T-85	2012 Mac		-	dump	tri	5MADN3636CC021386	Jun-11		2826513	2/28/2028			-
2012	T-86	2012 East		-	dump	tdm	1E1F9U28XCRD46220	Jul-11		271425C	2/28/2027			-
2012	T-87	2012 Mac		-	dump	tri	5MADN3633CC022026	Jul-11		271426C	2/28/2027			-
2012	T-88	2012 Mac		-	dump	tri	5MADN3635CC022027	Jul-11		271427C	2/28/2027			-
2012	T-89	2012 East		-	dump	tri	1E1F9S385CRG46508	Jul-11		271428C	2/28/2027			-
2012	T-90	2012 East		-	dump	tri	1E1F9S387CRG46509	Jul-11		271429C	2/28/2027			-
2012	T-91	2012 Mac		-	dump	tri	5MADN3638CC023382	Sep-11		271430C	2/28/2027			-
2011	T-92	2011 East		-	dump	tdm	1E1F9U286BRE45003	Oct-11		271431C	2/28/2027			-
2012	T-93	2012 East		-	dump	tdm	1E1F9U288CRE46221	Oct-11		271432C	2/28/2027			-
2012	T-96	2012 Mac		-	dump	tdm	5MADN4023CC022906	Dec-11		271435C	2/28/2027			-

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2012	T-97	2012 East			dump	tri	1E1F9S380CRA47371	Feb-12		2826515	2/28/2028			
2012	T-98	2012 East			dump	tri	1E1F9S382CRA47372	Feb-12		2826516	2/28/2028			
2012	T-99	2012 East	urch with 05-8		dump	tri	1E1F9S384CRA47373	Mar-12		2826517	2/28/2028			
2013	T-100	2013 Mac			dump	tri	5MADN3630DC026231	Jun-12		2826518	2/28/2028			
2013	T-101	2013 Mac			dump	tri	5MADN3639DC026292	Jun-12		2826519	2/28/2028			
2013	T-102	2013 East			dump	tri	1E1F9S381DR049032	Oct-12		2826485	2/28/2028			
2013	T-103	2013 East			dump	tri	1E1F9S383DR049033	Oct-12		2826486	2/28/2028			
2013	T-104	2013 East			dump	tri	1E1F9S385DR049034	Oct-12		2826487	2/28/2028			
2013	T-105	2013 East			dump	tri	1E1F9S387DR049035	Oct-12		2826488	2/28/2028			
2011	T-106	2011 East			dump	tri	1E1F9S384BRH45268	Apr-13		2826527	2/28/2028			
2014	T-107	2014 Mac			dump	tri	5MADN3638EC028939	Aug-13		271411C	2/28/2027			
2014	T-108	2014 Mac			dump	tri	5MADN3634EC028940	Aug-13		271422C	2/28/2027			
2014	T-109	2014 Mac			dump	tri	5MADN3636EC028941	Aug-13		271423C	2/28/2027			
2014	T-110	2014 East			dump	tri	1E1F9S382ER050952	Sep-13		271433C	2/28/2027			
2014	T-111	2014 Rhodes			dump	tri	1A9AD363XEP432545	Sep-13		271412C	2/28/2027			
2014	T-112	2104 East			dump	tri	1E1F9S384ER050953	Oct-13		271406C	2/28/2027			
2015	T-113	2015 East			dump	tri	1E1F9S381FR051737	Feb-14		271392C	2/28/2027			
2015	T-114	2015 East			dump	tri	1E1F9S383FR051738	Feb-14		271417C	2/28/2027			
2015	T-115	2015 East			dump	tri	1E1F9S385FR051739	Feb-14		2826520	2/28/2028			
2015	T-116	2015 East			dump	tri	1E1F9S381FR051740	Feb-14		2826521	2/28/2028			
2015	T-117	2015 East			dump	tri	1E1F9S383FR051741	Feb-14		2826522	2/28/2028			
2009	T-118	2009 East			dump	tdm	1E1F9U2879RF43550	May-14		2826498	2/28/2028			
2007	T-119	2007 East			dump	tdm	1E1F9U2887RM41281	Jul-14		271377C	2/28/2027			
2015	T-120	2015 Trailstar			dump	tri	4T9FC36C9F1110271	Dec-14		271418C	2/28/2027			
2015	T-121	2015 Trailstar			dump	tri	4T9FC36C2G1110288	Dec-14		2067398	2/29/2020			
2015	T-122	2015 Trailstar			dump	tri	4T9FC36C6F1110292	Dec-14		271370C	2/28/2027			
2015	T-123	2015 Trailstar			dump	tri	4T9FC36C8F1110293	Dec-14		2826476	2/28/2028			
2015	T-124	2015 Trailstar			dump	tri	4T9FC36CXF1110294	Dec-14		2826477	2/28/2028			
2015	T-125	2015 Trailstar			dump	tri	4T9FC36C1F1110295	Dec-14		2826478	2/28/2028			
2015	T-126	2015 Trailstar			dump	tri	4T9FC36C3F1110296	Dec-14		2826479	2/28/2028			
2015	T-127	2015 Trailstar			dump	tri	4T9FC36C5F1110297	Dec-14		2826480	2/28/2028			
2015	T-128	2015 Trailstar			dump	tri	4T9FC36C7F1110298	Dec-14		2826481	2/28/2028			
2015	T-129	2015 Trailstar			dump	tri	4T9FC36C9F1110299	Dec-14		2826482	2/28/2028			
2015	T-130	2015 Trailstar			dump	tri	4T9FC36C1F1110300	Dec-14		2067399	2/29/2020			
2015	T-131	2015 Trailstar			dump	tri	4T9FC36C3F1110301	Dec-14		2067400	2/29/2020			
2016	T-132	2016 East			dump	spread	1E1F9U287GR054513	Apr-15		2092285	2/29/2020			
2016	T-133	2016 East			dump	spread	1E1F9U289GR054514	Apr-15		2092286	2/29/2020			
2016	T-134	2016 East			dump	spread	1E1F9U280GR054515	Apr-15		2092287	2/29/2020			
2016	T-135	2016 East			dump	tri	1E1F9T384GR057927	Oct-15		205928B	2/29/2020			
2016	T-136	2016 East			dump	tri	1E1F9T386GR057928	Oct-15		205929B	2/29/2020			
2016	T-137	2016 East			dump	tri	1E1F9T388GR057929	Oct-15		205930B	2/29/2020			
2012	T-138	2012 East			dump	tri	1E1F9S388CRM47370	Mar-16		271434C	2/28/2027			
2016	T-139	2016 East			dump	tri	1E1F9S387GR056538	Jun-16		207098C	2/28/2020			
2016	T-140	2016 East			dump	tri	1E1F9S389GR056539	Jun-16		207099C	2/28/2020			
2016	T-141	2016 Trailstar			dump	spread	4T9FC40B7G1110390	Jun-16		207291C	2/28/2020			
2017	T-142	2017 East			dump	tri	1E1F9T389HR059688	Sep-16		2649428	2/28/2026			

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2017	T-143	2017 East			dump	tri	1E1F9T380HR059689	Sep-16		2649429	2/28/2026			
2017	T-144	2017 East			dump	tri	1E1F9T387HR059690	Sep-16		2649430	2/28/2026			
2017	T-145	2017 Trailstar			dump	tri	4T9FC38CXH1110781	Sep-16		2649431	2/28/2026			
2017	T-146	2017 Trailstar			dump	quad	4T9DA37D2H1110782	Sep-16		2649432	2/28/2026			
2017	T-147	2017 Trailstar			dump	quad	4T9DA37D4H1110783	Sep-16		2649433	2/28/2026			
2018	T-148	2018 Trailstar			dump	tri	4T9FC38C7J1110940	May-17		2918403	2/28/2029			
2018	T-149	2018 Trailstar			dump	tri	4T9FC38C9J1110941	May-17		2918404	2/28/2029			
2018	T-150	2018 Trailstar			dump	tri	4T9FC38C0J1110942	May-17		2918405	2/28/2029			
2019	T-151	2019 Trailstar			dump	spread	4T9FC40B6K1110129	Jan-18		2826506	2/28/2028			
2019	T-152	2019 Trailstar			dump	tri	4T9FC38C5K1110162	Mar-18		2829908	2/28/2028			
2019	T-153	2019 Trailstar			dump	tri	4T9FC38C7K1110163	Mar-18		2829966	2/28/2028			
2019	T-154	2019 Trailstar			dump	tri	4T9FC38C9K1110164	Mar-18		2829967	2/28/2028			
2019	T-155	2019 Trailstar			dump	tri	4T9FC38C5K1110257	Jul-18		2928073	2/28/2029			
2019	T-156	2019 Trailstar			dump	tri	4T9FC38C7K1110258	Jul-18		2928074	2/28/2029			
2005	GVE-1	2005 Mac	trailer	-	dump	tri	5MADA36385C008475	Dec-04		271405C	2/28/2027			-
2006	GVE-4	2006 Mac	trailer	-	dump	tdm	5MADN39236C009932	Aug-08		2826489	2/28/2028			-
2010	GVE-6	2010 Mac	trailer	-	dump	tdm	5MADN4021AA017003	Oct-09		271407C	2/28/2027			-
2012	GVE-7	2012 Mac	trailer	-	dump	tri	5MADN3636CC023381	Oct-11		2826490	2/28/2028			
2015	GVE-8	2015 Trailstar	trailer		dump	tri	4T9FC36C5F1110302	Dec-14		2067401	2/29/2020			
2015	GVE-9	2015 Trailstar	trailer		dump	tri	4T9FC36C7F1110303	Dec-14		2067402	2/29/2020			
		OTHER EQUIPMENT					<i>printed:</i>	11/7/18						
1974	74-1	Caterpillar Loader	966C	17401	loader	D	76J7549	Aug-84			-			-
1979	79-1	Caterpillar Loader	966C	17901	loader	D	76J14666	Nov-86			-			-
1993		Caterpillar Loader	980F	99301	loader	D	8CJ01137	Dec-08			-			-
2006		Caterpillar Loader	980H		loader		JMS01321							
2001		Caterpillar Loader	950G				3JW02012							
1980	80-1	Mack	RD686	18001	yard tractor	D	RD686S6189	Oct-06			-			-
1980		Mack	RD686		yard tractor		R66ST62750							
1984		Mack	RD688ST		yard tractor		1M2N187Y1EA004181							
1986	86-1	Mack	R688	18601	yard tractor	D	1M2N187Y3GA015900	Nov-08						-
2001		International			yard tractor		2MSCEAMR31C014497							
1995	95-1	Mack	CL 613	19501	tractor	D	1M2AD61Y1SW001993	Dec-11	88653		June -IRP			
1996		Ford rolloff	LTS900		truck	D	1FDZY90V6TVA26587	Aug-09						
1997		Ford rolloff	LTS900		truck	D	1FDZY90V3VVA22760	Aug-09						
1999	99-4	Mack rolloff	RD600	19904	truck	D	1M2P267C2XM041319	Aug-09						-
2008	-	2008 Atlas 49 hp	-	-	compressor	D	4500A10168R030824	May-09			-			-
1994	WF-28	1994 McClain			livefloor	tdm	1M9BD4829R2309328	Feb-09						-
1992	WF-45	1992 CPS			livefloor	tdm	1C9515626NP389311	Aug-11						-
1994	WF-46	1994 HALE			livefloor	tdm	1C9515627RP389226	Aug-11						-
1996	BT-3	1996 Dorsey			box	-	1DTV11W21TA244537	Apr-06			-			-
1989	89-4	Mack	600	18904	tractor	D	1M2N187Y0KW025960	Jul-14						19,500

Cars/Pickups

RESOLUTION NO.: ____ - 2018

OF

DECEMBER 10, 2018

**A RESOLUTION TO AUTHORIZE THE AWARD OF A BID
AND THE EXECUTION OF A CONTRACT WITH TAM ENTERPRISES, INC.
FOR GRIT DISPOSAL SERVICES AT THE CITY OF NEWBURGH
WASTE WATER TREATMENT PLANT IN THE AMOUNT OF \$245.00 PER DRY TON**

WHEREAS, the City of Newburgh has duly advertised for bids for grit disposal services at the City of Newburgh waste water treatment plant; and

WHEREAS, bids have been duly received and opened and TAM Enterprises, Inc. is the low bidder; and

WHEREAS, funding for such project shall be derived from G.8130.0448.0007.0000 Sludge/Grit Disposal;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for grit disposal services at the City of Newburgh waste water treatment plant be and it hereby is awarded to TAM Enterprises, Inc. for the amount of \$245.00 per dry ton, and that the City Manager be and he is hereby authorized to enter into a contract for such work in this amount.

Unofficial Bid Tabulation

City of Newburgh, NY

Project: Bid #15.18 - Sludge and Grit Disposal Services

Bid Opening: Friday, November 9, 2018 at 11:00 a.m., (local time)

Public Opening: Began at 11:03 AM

Closed at 11:19 AM

Present from City: Jocelyn Taylor, Acting City Comptroller
Elizabeth Garrison, Administrative Assistant
Zakia Alam, Junior Civil Engineer

Contractors Present: Glen, New England Waste Services of ME, Inc. (a/k/a Casella Organics)

	Bid Price - Item A.	Bid Price - Item B.
BIDDER NAME	Dewatered Sludge Per Wet Ton	Grit Disposal Per Dry Ton
New England Waste Services of ME, Inc. (d/b/a Casella Organics)	\$94.40	No Bid
Synagro Northeast	No Bid	No Bid
TAM Enterprises, Inc.	\$125.00	\$245.00
Denali Water Solutions	\$124.88	No Bid

Bid Enclosed

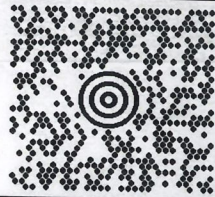
ANN KATA
845-294-8882
TAM ENTERPRISES, INC.
114 HARTLEY ROAD
GOSHEN NY 10924

1.0 LBS LTR

1 OF 1

SHIP TO:

ATTN: CITY COMPTROLLER
CITY OF NEWBURGH
4TH FLOOR
83 BROADWAY
NEWBURGH NY 12550



NY 125 5-03



UPS NEXT DAY AIR

TRACKING #: 1Z X55 372 01 9265 2877

1



BILLING: P/P

XOL 18.11.08

NV45 06.0A 10/2018



Express Envelope



10:30

9/

TAM Enterprises, Inc.

114 Hartley Road
Goshen, NY 10924

City of Newburgh

83 Broadway
Newburgh, NY 12550

Bid Enclosed

Sludge and Grit Disposal Services

Bid No.: 15.18

Bid Opening: 11/9/18 11:00AM

BID FORM

Project Identification: Sludge and Grit Disposal Services

Contract Identification And Number: Bid No. 15.18

Submitted To: City of Newburgh
83 Broadway - 4th Floor , Newburgh, NY 12550
Attn: City Comptroller

Original

- 1 The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
- 2 BIDDER accepts all of the terms and conditions of the Advertisement or Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for forty-five (45) days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of Owner's Notice of Award.
- 3 In submitting this Bid, BIDDER represents as more fully set forth in the Agreement, that:
 - a. BIDDER has examined and carefully studied the Notice to Bidders, Bid Documents, and the following Addenda, receipt of all which is hereby acknowledged:

List Addenda by Addendum Number and Date:

Addendum #1 - 10/26/18 Addendum #2 - 10/31/18

- b. BIDDER has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Work. Alternatively, in lieu of such, do solely and completely accept all risks inherent in not doing so.
- c. BIDDER is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- d. BIDDER is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- e. BIDDER has correlated the information known to BIDDER, information and observation obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- f. BIDDER has given Owner written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by Owner is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- g. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and, BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over Owner.
- h. Any other representation required by Laws and Regulations.

- 4 Bidder proposes the following Unit Prices that shall include full compensation for all required labor, products, tools, equipment, transportation, services and incidentals, erection, installation, overhead and profit necessary to perform the Work in accordance with the Contract Documents.

ITEM	APPROXIMATE ANNUAL QUANTITY	DESCRIPTION	UNIT PRICE	BID PRICE PER YEAR	AMOUNT WRITTEN IN WORDS
A.	7,000 Wet Tons	Dewatered Sludge Disposal	\$125.00 Per Wet Ton	\$	Eight Hundred Seventy Five Thousand Dollars and Zero Cents
B.	800 Dry Tons	Grit Disposal Removal	\$245.00 Per Dry Ton	\$	One Hundred Ninety Six Thousand Dollars and Zero Cents

*Annual CPI rate shall be added to the above-referenced Base Bid Price Per Year so as to adjust the annual contract amount(s) for contract years 2020 and 2021, and for 2022 and/or 2023 should Owner extend contract through such period of time.

- 5 The following documents are attached to and made a condition of this Bid:

- Resolution of Board of Directors
- Non-Collusion Bidding Affidavit
- Required Bid Security in the form of Bid Bond or certified bank check
- Required BIDDER's Qualification Statement with supporting data
- Affidavit of Worker's Compensation
- Iranian Energy Sector Divestment

- 6 Communications concerning this Bid shall be addressed to, the address of BIDDER indicated below:

TAM Enterprises, Inc.

Attn: Brian Cutler

114 Hartley Road

Goshen, NY 10924

- 7 Office Telephone: 845-294-8882 Alternate Telephone: 845-294-8909
Emergency Telephone: 845-294-8882 Contact Person: Brian Cutler
Tax Identification No.: 06-1391475

- 8 Terms used in this Bid which are defined in the General Conditions or Instructions will have the meanings indicated in the General Conditions or Instructions.

SUBMITTED on: November 7 2018
Month Day Year

State Contractor License No.: NA

If BIDDER is:

An Individual

By: _____

Individual's Name

Seal

Doing business as _____

Business Address: _____

Phone Number: _____

A Partnership

By: _____

Firm Name

Seal

General Partner _____

Business Address: _____

Phone Number: _____

A Corporation

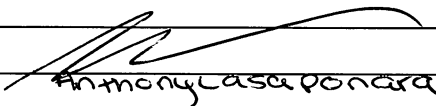
By: TAM Enterprises, Inc. _____

Corporation Name

Seal

State of Incorporation: New York _____

Authorized Signatory: _____ Title: President

Attestation:  _____
Caroline Hoover Secretary

Seal

Business Address: 114 Hartley Road, Goshen, NY 10924 _____

Phone Number: 845-294-8882 _____

Date qualified to do business: 1994 _____

A Joint Venture

By: _____

Individual's Name

Seal

Address: _____

By: _____

Individual's Name

Seal

Address: _____

Official Communications Address: _____

Official Communications Phone Number: _____

Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.

This page has been intentionally left blank.

**CERTIFIED COPY OF RESOLUTION
OF
BOARD OF DIRECTORS OF**

TAM Enterprises, Inc.

Name of Corporation

Resolved that Anthony Lasaponara

Authorized Signatory

, President

Title

of TAM Enterprises, Inc. Authorized to sign and submit the Bid of the Corporation for

Name of Corporation

the following project: City of Newburgh- Sludge Removal and Disposal

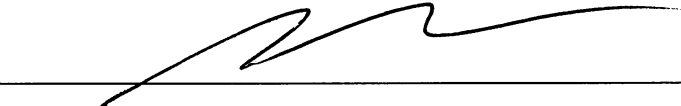
and to include in such Bid the Certificate as to Non-Collusion, and for any inaccuracies or misstatements in such Certificate this Corporate Bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the Resolution adopted by:

TAM Enterprises, Inc.

Name of Corporation

At a meeting of its Board of Directors held on the 31 day of October 20 18

By: 

Title: President

Seal

This form must be completed if the Bidder is a Corporation

This page has been intentionally left blank.

NON-COLLUSION BIDDING AFFIDAVIT

Sludge and Grit Disposal Services

BID No. 15.18

City of Newburgh, New York

STATE OF: New York

)

) SS:

County of: Orange

)

I, Anthony Lasaponara of the Town, Village, City of Goshen

in the County of Orange and the State of New York

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

I am President, an officer of the firm of TAM Enterprises, Inc.

the Bidder making the Proposal for the above named Work, and that I executed the said Proposal with full authority to do so; that said Bidder has not, directly or independently, entered into any agreement, participated in any collusion, or otherwise in connection with the above named work; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with the full knowledge that the City of Newburgh, NY as Owner relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for said work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bonafide employees or

bonafide established commercial or selling agencies maintained by TAM Enterprises, Inc.

Contractor Name

Subscribed and sworn to

Anthony Lasaponara

President

Name of Affiant

Title of Affiant

Signature of Affiant

before me this 7 day of November, 20 18

Affix Notary Seal or Stamp below

Notary Public of Ny

My commission expires: 4-18-19

Notary Signature: Ann M. KATA

ANN M. KATA
Notary Public, State of New York
No. 01KA6239527
Qualified in Orange County
Commission Expires April 18, 20 19

This Affidavit must be completed by all Bidders

This page has been intentionally left blank.

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
TAM ENTERPRISES INC.

**114 Hartley Road
Goshen, NY 10924**

as Principal, hereinafter called the Principal, and

Bondex Insurance Company

**30A Vreeland Road
Florham Park, NJ 07932**

a corporation duly organized under the laws of the State of **NJ**

as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Newburgh

83 Broadway, 4th Floor

Newburgh, NY 12550

as Oblige, hereinafter called the Oblige, in the sum of

Five Percent of the Amount Bid

(5% of Amt. Bid)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

Sludge and Grit Disposal Services Bid No. 15.18

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 9th day of November , 2018

A blue ink signature, likely of the witness, written over a horizontal line.

(Witness)

TAM ENTERPRISES INC.

(Principal)

(seal)

A blue ink signature, likely of the surety, written over a horizontal line.

Bondex Insurance Company

(Surety)

(seal)

A blue ink signature, likely of Antonina Baguley, written over a horizontal line.

Antonina Baguley, Attorney In Fact

A blue ink signature, likely of Samantha Zak, written over a horizontal line.

Samantha Zak (Witness)

Consent of Surety

Bondex Insurance Company, a corporation created and existing under the laws of the State of **NJ**, maintaining an office in **Florham Park, NJ**, duly authorized to transact business in the **NY** (hereinafter, the "Surety") does hereby consent and agree with the bid of **TAM ENTERPRISES INC.** (hereinafter, the "Principal"), as principal, for **Sludge and Grit Disposal Services Bid No. 15.18** (hereafter the "Contract") be accepted and the Contract shall be properly and lawfully awarded to the Principal in the amount not to exceed the Principal's bid, the Surety shall execute and deliver to the Principal a bond(s) for the faithful performance of the Contract in such form as may set forth in, and as required by, the bid specifications, solicitation or advertisement (hereinafter, the "Bid Documents").

This Consent of Surety shall remain in force and effect for so long as the Bid Documents provide for acceptance of the Principal's bid or execution of the Contract. If no such period is set forth in the Bid Documents, for 90 days after bid opening, or as otherwise may be required by statute or regulation, whichever period is longer, unless the Principal and the Surety shall agree in writing to a longer period.

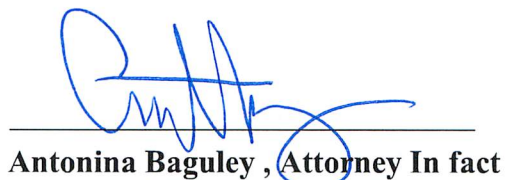
This Consent of Surety has been signed, sealed and dated on **11/09/2018**

ATTEST:



Samantha Zak

Bondex Insurance Company



Antonina Baguley, Attorney In fact

BONDEX INSURANCE COMPANY
Statutory Financial Statement
December 31, 2017

ASSETS

Bonds	\$ 1,681,978
Stocks	\$ 705,456
Cash	\$ 4,036,614
Interest due and accrued	\$ 20,480
Uncollected premiums & agents' balances	\$ 1,707,515
Net deferred taxes	\$ 70,923
Net tax asset	
Fixed Assets	\$ 7,721
Federal Tax Asset	\$ 60,064
Other assets	\$ 504,422
Total Assets	<u>\$ 8,795,173</u>

LIABILITIES & POLICYHOLDERS' SURPLUS

Liabilities

Loss & Loss Adjustment Expenses	\$ 690,590
Other Expenses (excluding taxes)	\$ 569,588
Unearned premium	\$ 1,462,391
FIT Payable	\$ 1,970
Amounts withheld for others	\$ -
Ceded Reinsurance Payable	\$ 749,442
Aggregate Write-ins for liabilities	<u>\$ 1,814,662</u>
Total Liabilities	<u>\$ 5,288,643</u>

Surplus

Surplus	
Common Stock	\$ 1,000,000
Unassigned surplus	\$ 956,530
Gross paid-in and contributed surplus	<u>\$ 1,550,000</u>
Total Surplus	<u>\$ 3,506,530</u>
Total Liabilities & Policyholders' Surplus	<u>\$ 8,795,173</u>

I, Matthew Semeraro, President of Bondex Insurance Company, do hereby certify that the foregoing is a true and correct statement of the statutory balance sheet of said Corporation as of December 31, 2017 to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at North Andover, Massachusetts this 20th day of March, 2018.


Matthew Semeraro, President

This Power of Attorney is for Bid Bonds and Consents of Surety ONLY.

BOND #:

Bid

POWER OF ATTORNEY
Bondex Insurance Company

KNOW ALL MEN BY THESE PRESENTS:

That **Bondex Insurance Company**, a corporation duly organized under the laws of the State of New Jersey, and having a principal office in Florham Park, County of Morris, State of New Jersey, does hereby appoint: Claudia Pereira, Brenda Turiello, Jaclyn Murphy, and Antonina Baguley

its true and lawful Attorney(s)-in Fact, with full power and authority to execute on its behalf bid bonds and consents of surety issued in the course of its business and to bind the Company thereby, in an Amount not to exceed Five Million and 00/100 Dollars (\$5,000,000.00)*****

This Power Of Attorney is granted and is signed and sealed by the authority of the following Resolution adopted by the Board of Directors of Bondex Insurance Company at a meeting duly called and held on the 7th day of March, 2007.

**RESOLVED that the Chief Executive Officer, President or a Vice President, Secretary or Assistant Secretary, shall have the power and authority*

- 1. To appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writing obligatory in the nature thereof and,*
- 2. To remove, at any time, any such Attorney-in-Fact and revoke any authority given.*

"RESOLVED FURTHER, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached as though manually affixed"

IN WITNESS WHEREOF, Bondex Insurance Company has caused its seal to be affixed hereto and executed by its President on the 25th day of October, 2018.



BONDEX INSURANCE COMPANY

BY

Philip S. Tobey, President

State of New Jersey
County of Morris ss.

On this 25th day of October, 2018, before me, a notary public, personally appeared Philip S. Tobey, personally known to me, who being duly sworn did say that he is the President of Bondex Insurance Company, the Corporation described in the foregoing instrument, and that the Seal affixed to said instrument is the said Corporate Seal and that he executed the same in his authorized capacity, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof I have set my hand and affixed my official Seal, the day and year fits written above,



CAROL DeCAPUA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 5/2/2022

BY

Carol DeCapua, Notary Public

I, Maureen Cupo, Secretary of Bondex Insurance Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS HEREOF, I have hereunto set my hand this 9th day of November, 2018



BY

Maureen Cupo, Secretary

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

The following security features exceed state mandates.	
 Security Features	Document Appearance if Altered
Hidden Pantograph	• The word "VOID" appears when copied.
Coin Reactive Ink	• Ink changes color when rubbed with a coin.
Artificial Watermark	• Special paper containing "watermarking".
Uniform Background Color: BLUE	• If someone tries to erase or copy, the consistent background color will look altered and will show the color of the underlying paper.
Microprinting	• Frame around features list box is composed of type "SECURITYGUARDPLUSMICROPRINTINGFEATURE" and can be viewed with a magnifier.
Features List	• Complete list of security features on the paper for compliance purposes.
Erasure Protection	• Erase any of the signatures and the background will look altered.

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Features List	• Complete list of security features on the paper for compliance purposes.
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BID BOND

BIDDER, Name and Address:

SURETY, Name and Address of Principal Place of Business:

OWNER, Name and Address:

BID:

Due Date: _____

Project, *brief description and location*:

BOND:

Bond Number: _____

Date, *no later than Bid Due Date*: _____

Penal Sum: _____

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER:

SURETY, attached power of attorney:

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature and Title

By: _____
Signature and Title

Attest: _____
Signature and Title

Attest: _____
Signature and Title

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

BIDDER'S QUALIFICATION QUESTIONNAIRE

The undersigned guarantees the accuracy of all statements and answers herein contained. (Please print in ink).

- 1 How many years has your firm been in business as a Contractor?

in years: 24 years

- 2 List projects of this nature that you have completed in the last five (5) years, and give the name, address and telephone number of a reference from each as requested under Section 4.4 in the Instructions to Bidders. Also give the completion date, the original contract bid price and the completed cost of each project listed (use additional sheet, if necessary).

★ See attachment

- 3 List contracts presently under agreement by your firm, the dollar volume of the contract and the contract terms.

★ See attachment

- 4 Work awarded to you; if so, state where and why.

★ See attachment

- 5 What equipment do you own that is available for this work?

- (3) 2014 Western Star tankers
- 2016 Freightliner tanker
- 2013 Peterbilt Straight Job tanker
- 2013 Peterbilt Vac Con

- 6 What equipment do you plan to rent or purchase for this work?

We are not planning on purchasing or
renting any equipment.



WATER & WASTE WATER SPECIALISTS

114 Hartley Road
Goshen, NY 10924

Phone (845)-294-8882
Fax: (845)-294-8883

2. List projects of this nature that you have completed in the last five (5) years, and give the name, address and telephone number of a reference from each as requested under Section 4.4 in the Instructions to Bidders. Also give the completion date, the original contract bid price and the completed cost of each project listed (use additional sheet, if necessary).

Sludge Hauling

Village of Goshen
276 Main Street
Goshen, NY 10924
Cindy: 845-294-6007
approximate Annual Amount \$38,500
Contract is ongoing

Town of Newburgh
343 Route 32
Newburgh, NY 12550
John Egitto: 845-629-6225
Approximate Annual Amount \$412,000
contract is ongoing
Previous Contract was From 1/1/16 to 12/31/16

Camo Pollution Controls, Inc.
1610 Route 376
Wappingers Falls, NY 12590
Mike Temper: 845-463-7305
Approximate Annual Amount \$151,000
Contract is ongoing

Dutchess County Septic & Sanitation
22 Market Street
Poughkeepsie, NY 12601
Geneva Barresi: 845-486-2086
Approximate Annual Amount \$88,000
Previous Contract was From 11/1/15 to 10/31/16
Current Contract is ongoing



WATER & WASTE WATER SPECIALISTS

114 Hartley Road
Goshen, NY 10924

Phone (845)-294-8882

Fax: (845)-294-8883

3. List contracts presently under agreement by your firm, the dollar volume of the contract and the contract terms.

Sludge Hauling

Village of Goshen
276 Main Street
Goshen, NY 10924
Cindy: 845-294-6007
on going / upon request
approximate Annual Amount \$38,500

Town of Newburgh
343 Route 32
Newburgh, NY 12550
John Egitto: 845-629-6225
on going contract
approximate Annual Amount \$412,000

Camo Pollution Controls, Inc.
1610 Route 376
Wappingers Fall, NY 12590
Mike Temper: 845-463-7305
on going / upon request
Approximate Annual Amount \$151,000

Dutchess County Septic & Sanitation
22 Market Street
Poughkeepsie, NY 12601
Geneva Barresi: 845-486-2086
on going contract / upon request
Approximate Annual Amount \$88,000



WATER & WASTE WATER SPECIALISTS

114 Hartley Road
Goshen, NY 10924

Phone (845)-294-8882
Fax: (845)-294-8883

4. Work awarded to you; if so, state where and why.

DN Tanks - City of Newburgh
Washington lake - Water
Main Extension
- Lowest bidder and Qualified

City of Newburgh
Regulator #2 Improvements Project
- Lowest bidder and Qualified

City of Peekskill
Rehab of Louisa Street Pump Station
- Lowest bidder and Qualified

Village of Chester
Sewer Pump Station #3 Rehab
- Lowest bidder and Qualified

- 7 Provide information on any administrative orders, civil penalties, permit or license suspensions or revocations, or bond forfeiture actions brought by local, state or federal jurisdictions, currently in effect or pending, for work to be performed under this contract.

NA

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

* See Attachment

- 9 Provide a financial statement for your company. This should include a balance and income statement for your most recent fiscal year. A certified audit is preferred but not required. Use an insert sheet, if needed. Only three (3) lowest bidders shall submit this information (if requested by Owner) to the Owner within forty-eight (48) hours of the opening of the Bids.

* Upon Request

- 10 State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name of all partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that information be furnished.

The business is a S Corporation

Type of Legal Entity

The address of principal place of business is:

114 Hartley Road
Gosnen, NY 10924

The names of the corporate officers, or partners, or individual doing business under a trade:

Anthony Lasaponara - President



WATER & WASTE WATER SPECIALISTS

114 Hartley Road
Goshen, NY 10924

Phone (845)-294-8882
Fax: (845)-294-8883

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

Surety: Dale Group
30A Vreeland Rd
#120 Florham Park, NJ 07932
973-377-7000
Attn: Nina

Bank: Salisbury Bank
Route 17K
Newburgh, NY 12550
845-562-6766
Attn: Anthony

Material Supplier: Newburgh Winwater
653 Route 52 East
Walden, NY 12586
845-778-3312
Attn: Pat

AFFIDAVIT - WORKER'S COMPENSATION

STATE OF: New York)

) SS:

County of: Orange)

I, Anthony Lasaponara of the Town, Village, City of Goshen

in the County of Orange and the State of New York

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

I am President, an officer of the firm of TAM Enterprises, Inc.

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

TAM Enterprises, Inc.

Contractor Name

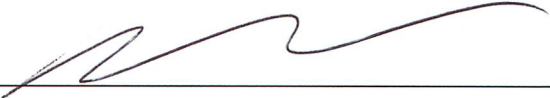
Subscribed and sworn to

Anthony Lasaponara

President

Name of Affiant

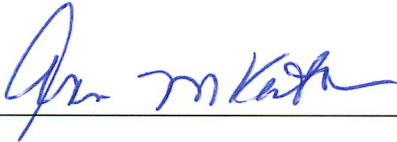
Title of Affiant


Signature of Affiant

before me this 7 day of November, 20 18

Notary Public of NY

My commission expires: 4-18-19

Notary Signature: 

Affix Notary Seal or Stamp below

ANN M. KATA
Notary Public, State of New York
No. 01KA6239527
Qualified in Orange County
Commission Expires April 18, 2019

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Certification Pursuant to Section 103-g of the New York State General Municipal Law
Iranian Energy Sector Divestment

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

Name: Anthony Lasaponara Title: President

Signature: _____

Date: 11/7/18 Company Name: TAM Enterprises, Inc.

New York State Department of Taxation and Finance

Certificate of Authority

Identification number

06-1391475

(Use this number on all returns and correspondence)



VALIDATED

12/15/2014

**Dept of Tax
and Finance**

TAM ENTERPRISES, INC.
A PLUS MECHANICAL SERVICES
114 HARTLEY RD
GOSHEN NY 10924-6511

is authorized to collect sales and use taxes under Articles 28 and 29 of the New York State Tax Law.

Nontransferable

This certificate must be prominently displayed at your place of business.
Fraudulent or other improper use of this certificate will cause it to be revoked.
The certificate may not be photocopied or reproduced.

4050109100098

1DC3 - 3500635 P0000038 - 01

DTF-17-A-R (11/14)

RESOLUTION NO.: _____-2018

OF

DECEMBER 10, 2018

**A RESOLUTION AMENDING THE 2019 PERSONNEL ANALYSIS BOOK
TO ADD ONE (1) ACCOUNT CLERK ON A TEMPORARY BASIS
IN THE CITY OF NEWBURGH COMPTROLLER'S OFFICE**

WHEREAS, the Finance Department has advised the City Manager that due to a leave of absence it is necessary to add an Account Clerk position in the Comptroller's office; and

WHEREAS, the addition of the Account Clerk position will be on a temporary basis from January 1, 2019 through July 31, 2019 with funding to be derived from A.1315.0110; and

WHEREAS, the City Council has determined that adding one temporary Account Clerk position in the Comptroller's office will promote economy and efficiency within the office; the same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Personnel Analysis Book for the fiscal year 2018 be amended, and that there be and hereby is added one (1) additional position on a temporary basis in the job title "Account Clerk" in the Comptroller's office from January 1, 2019 through July 31, 2019.

Account Clerk #2018-1 Number and Title of Eligible List Prepared By MMM Checked By TM, VB, JP	Eligible List	Date List Established 3/21/18 Expiration Date Established 3/21/21 Extended To
---	----------------------	---

Lori Tretault 104 S. Edgewood Drive Newburgh	90.0				
Robert VanVlack 27 Ramblewood Drive Newburgh	90.0				
Mary Olympia 39 Innis Avenue Newburgh	85.0				
Susanne Ortiz 184 First Street Newburgh	85.0				
Nita Sutton 432 Liberty Street Newburgh	85.0				
Roxanne Villano 39 Brandywine Crossing Newburgh	85.0				
Wendy Abbagliato 49 Goshen Road Chester	80.0				
Lisa Laverty 302 Oak Lane Newburgh	80.0				

Nancy Nester 66 Birchwood Drive New Windsor	80.0				
Paula Soule 5 Pony Terrace Newburgh	80.0				
MaryEllen DeVito 1 President Court New Windsor	75.0				
Dena Orris 213 North Street Newburgh	70.0				

RESOLUTION NO.: _____ - 2018

OF

DECEMBER 10, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT THE DONATION OF A 2003 FORD E350 PASSENGER VAN
FROM THE YOUNG AND UNIQUE CHRISTIAN DAY CARE
FOR USE BY THE CITY OF NEWBURGH RECREATION DEPARTMENT**

WHEREAS, the Young and Unique Christian Day Care has loaned their vans to the City of Newburgh Recreation Department in support of their various youth programs; and

WHEREAS, the Young and Unique Christian Day Care purchased a new van and has offered to donate a 2003 Ford E350 passenger van to the City of Newburgh for use by the Recreation Department; and

WHEREAS, this Council has determined it to be in the best interests of the City of Newburgh to accept such donation;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager of the City of Newburgh be and he is hereby authorized to accept a 2003 Ford E350 passenger van being donated by the Young and Unique Christian Day Care for use by the Recreation Department and issue a receipt for same, upon assurance by the Corporation Counsel that title and documentation are in order, with appreciation and thanks of the City of Newburgh.

RESOLUTION NO.: _____-2018

OF

DECEMBER 10, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT DONATIONS IN SUPPORT OF THE
CITY OF NEWBURGH RECREATION DEPARTMENT'S CHRISTMAS EVENTS**

WHEREAS, the City of Newburgh Recreation Department holds various events during the Christmas season; and

WHEREAS, various businesses, firms and individuals have made contributions of money and in-kind assistance to support these events; and

WHEREAS, this Council deems it to be in the best interests of the City of Newburgh and its residents to accept such donations;

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 said donations with the appreciation and thanks of the City of Newburgh on behalf of its children, families and citizens, for their support and sponsorship of the City of Newburgh Recreation Department's Christmas events.

RESOLUTION NO.: _____ - 2018

OF

DECEMBER 10, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT A DONATION OF FUNDS FROM KAREN MEJIA
TO COMPLETE THE PURCHASE OF A NEW ELECTRONIC DEVICE**

WHEREAS, Councilwoman Karen Mejia has requested that the City of Newburgh purchase one electronic device to replace a tablet and an obsolete desktop computer; and

WHEREAS, the cost of the new electronic device exceeds the available and budgeted funds; and

WHEREAS, Councilwoman Mejia proposes to donate to the City funds in the amount equal to the difference between the cost of the new electronic device and the available budgeted funds; and

WHEREAS, this Council deems it to be in the best interests of the City of Newburgh to accept such donation;

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 said donation with the appreciation and thanks of the City of Newburgh.

RESOLUTION NO.: _____ - 2018

OF

DECEMBER 10, 2018

**RESOLUTION APPOINTING COUNCILWOMAN RAMONA MONTEVERDE
TO THE NEWBURGH COMMUNITY LAND BANK
BOARD OF DIRECTORS**

WHEREAS, the By-Laws of the Newburgh Community Land Bank provide that one member of the Board of Directors include a member of the City Council appointed by the Council; and

WHEREAS, by Resolution No. 21-2014 of January 27, 2014, the City Council appointed Councilwoman Karen Mejia to fill a vacancy in the City Council seat on the Newburgh Community Land Bank Board of Directors; and

WHEREAS, Councilwoman Mejia has announced her intention to resign from the City Council seat on the Newburgh Community Land Bank Board of Directors, thereby creating a vacancy in the City Council seat on Newburgh Community Land Bank Board of Directors; and

WHEREAS, the City Council wishes to appoint Councilwoman Ramona Monteverde to fill such vacancy on the Newburgh Community Land Bank Board of Directors;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh hereby appoints Councilwoman Ramona Monteverde as a member to the Newburgh Community Land Bank Board of Directors.

RESOLUTION NO.: _____ - 2018

OF

DECEMBER 10, 2018

**RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
AN EXTENSION UNTIL JUNE 30, 2019 TO THE AGREEMENT OF LEASE AS ASSIGNED
TO RIVERSIDE NEWBURGH REALTY, LLC
FOR THE CONTINUED LEASE OF VACANT REAL PROPERTY KNOWN AS
SECTION 31, BLOCK 5, LOTS 13.2 AND 14 FOR THE PURPOSE OF PROVIDING
PARKING FOR THE NEWBURGH-BEACON FERRY COMMUTERS**

WHEREAS, the City of Newburgh ("City") and Memorare Realty Holding Corp. ("Memorare") executed a Lease on July 30, 2004 for the lease and use of approximately 3.65 acres of vacant real property situated on the Hudson River known as Section 31, Block 5, Lots 13.2 and 14, for the purpose of providing parking for users of the Newburgh-Beacon Ferry and other parkers during non-commuting hours, with the City being reimbursed by New York State for the rental payments and improvements provided under such Lease; and

WHEREAS, by Resolution No. 142 - 2010 of June 14, 2010, the City Council authorized the City Manager to execute a First Amended Agreement of Lease with Memorare to accord with the amended reimbursement agreement with New York State that was effective April 21, 2010; and

WHEREAS, by Resolution No. 169 - 2014 of July 14, 2014, Resolution No. 308-2014 of December 15, 2014, Resolution No. 75 -2015 of April 13, 2015 and Resolution No. 318-2015 of December 15, 2015, the City Council authorized an extensions of the renewal term of the First Amended Lease through January 31, 2017; and

WHEREAS, the First Amended Lease was assigned to RBG of Newburgh, LLC, and by Resolution No. 10-2017 of January 10, 2017, the City authorized a New Agreement of Lease ("New Lease") with RBG of Newburgh, LLC for the period February 1, 2017 through December 31, 2018; and

WHEREAS, the New Lease was assigned to Newburgh Riverside Realty, LLC, and who desires to continue the lease for parking to be used for ferry service between the City of Newburgh and Beacon and uses associated therewith; and

WHEREAS, the City and Riverside Newburgh Realty, LLC agree that it is necessary to enter into a six (6) month extension of the New Lease for the period January 1, 2019 through June 30, 2019; the same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager on behalf of the City of Newburgh, be and he is hereby authorized to execute an Addendum to the New Agreement of Lease providing for a six (6) month extension a term beginning on January 1, 2019 through June 30, 2019 with Riverside Newburgh Realty, LLC, in substantially the same form as annexed hereto with other provisions as Corporation Counsel may require, for the purpose of providing parking for users of the Newburgh-Beacon Ferry and uses associated therewith.

ADDENDUM TO AGREEMENT OF LEASE

THIS ADDENDUM TO AGREEMENT OF LEASE ("Addendum"), made as of this ____ day of December, 2018, by and between Riverside Newburgh Realty, LLC., a New York limited liability corporation, having an address of P.O. Box 8, Newburgh, New York 12551, ("Riverside"), and the City of Newburgh, a New York municipal corporation with principal offices at 83 Broadway, City Hall, Newburgh, New York 12550 ("City").

WITNESSETH:

WHEREAS, RBG Newburgh, LLC and the City executed an Agreement of Lease dated January 13, 2017 for a term commencing on February 1, 2017 and terminating on December 31, 2018 (the "Lease Agreement"), covering certain vacant real property situated along the west bank of the Hudson River and comprised of portions of two contiguous parcels of land (commonly known, respectively, Tax Map Nos.: Section 31, Block 5, Lot 13.2 and; Section 31, Block 5, Lot 14) with an aggregate of approximately 3.65 acres, in the City of Newburgh, in the County of Orange and State of New York (the "Property"); and

WHEREAS, RBG Newburgh, LLC transferred the Property to Riverside on November 24, 2017; and

WHEREAS, the City consented to the assignment of the Lease Agreement from RBG of Newburgh, LLC to Riverside on December 5, 2017; and

WHEREAS, the Lease Agreement will expire on December 31, 2018 and the City desires to continue to lease from Riverside the Property for use in connection with parking to be used for ferry service between the Cities of Newburgh and Beacon and uses associated therewith (the "Project") and Riverside desires to lease to City the Property therefor and the parties agree that it is necessary to extend the term of the Lease Agreement for the period January 1, 2019 through June 30, 2019:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The term set forth in Paragraph 1.3 of the Lease Agreement shall be extended for an additional term commencing on January 1, 2019 and terminating on June 30, 2019 ("Renewal Term").
2. For the balance of the Renewal Term, rent shall be payable monthly in advance in equal monthly installments of Twenty-One Thousand Two Hundred Seventy-Eight (\$21,278) Dollars, provided however that City shall have the right to terminate this lease if the City has not received reimbursement from state sources, including but not limited to the Metropolitan Transportation Authority, Metro-North Railroad and/or The New York State Department of Transportation, of the full amount of the rent under the Lease Agreement, and in no event shall City's obligation to pay rent to Riverside exceed City's reimbursement from other sources.

3. The City's Tenant Consent to Assignment of Agreement of Lease and Tenant Estoppel Certificate, both dated December 5, 2017 shall remain in full force and effect during the Renewal Term.
4. All other terms and conditions set forth in the Lease Agreement shall remain in full force and effect during the Renewal Term.

IN WITNESS WHEREOF, Riverside, as Landlord, and the City, as Tenant have duly executed this Lease Addendum in duplicate as of the day and year first above written.

RIVERSIDE NEWBURGH REALTY, LLC Landlord

CITY OF NEWBURGH, Tenant

By: _____
William Kaplan, Manager

By: _____
Michael G. Ciaravino
City Manager
Per Res. No

By: _____
Joseph A. Bonura, Sr., Manager

Remainder of this page intentionally left blank

STATE OF NEW YORK)

) ss:

COUNTY OF ORANGE)

On the ____ day of December in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared WILLIAM KAPLAN, 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.

STATE OF NEW YORK)

) ss:

COUNTY OF ORANGE)

On the ____ day of December in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared JOSEPH A. BONURA, SR., 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.

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 her capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RESOLUTION NO.: _____ - 2018

OF

DECEMBER 10, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE A FOURTH MEMORANDUM OF UNDERSTANDING WITH
METRO-NORTH COMMUTER RAILROAD COMPANY TO PROVIDE
REIMBURSEMENT OF PARKING LOT LEASE PAYMENTS RELATED TO
THE NEWBURGH-BEACON FERRY SERVICE**

WHEREAS, the City of Newburgh and Metro-North Commuter Railroad (“MNR”) entered into an Agreement, dated August 16, 2004 (the “Agreement”), concerning the mooring, docking and use of facilities in the City in connection with commuter ferry service to be operated by MNR or its contractor between the City of Beacon and the City of Newburgh; and

WHEREAS, in compliance with the terms of the Agreement, the City entered into a lease with the owner of certain premises to provide a docking facility and 250 space parking lot for the ferry service, beginning July 30, 2014, and superseded by a First Amended Lease, effective April 21, 2010 and extended through December 31, 2015, (the “Amended Lease”); and

WHEREAS, by Resolution No. 169 - 2014 of July 14, 2014, Resolution No. 308-2014 of December 15, 2014, Resolution No. 75 -2015 of April 13, 2015 and Resolution No. 318-2015 of December 15, 2015, the City Council authorized extensions of the renewal term of the First Amended Lease through January 31, 2017; and

WHEREAS, the First Amended Lease was assigned to new owner, RBG of Newburgh, LLC, and by Resolution No. 10-2017 of January 10, 2017, the City authorized a New Agreement of Lease with RBG of Newburgh, LLC for the period February 1, 2017 through December 31, 2018 (the “New Lease”); and

WHEREAS, the New Lease was assigned to Newburgh Riverside Realty, LLC, and who desires to continue the lease for parking to be used for ferry service between the City of Newburgh and Beacon and uses associated therewith; and

WHEREAS, the City and Riverside Newburgh Realty, LLC agree that it is necessary to enter into a six (6) month extension of the New Lease for the period January 1, 2019 through June 30, 2019; the same being in the best interests of the City of Newburgh;

WHEREAS, by Resolution No. 111-2015 of May 11, 2015 and Resolution No. 11-2017 of January 9, 2017, the City Council authorized a Second and Third Memorandum of Understanding with MNR to provide reimbursement to the City of Newburgh for payments made

under the First Amended Lease for the purpose of providing parking for users of the Newburgh-Beacon Ferry; and

WHEREAS, the City and MNR wish to work cooperatively to ensure the continuation of the ferry service between the Cities of Newburgh and Beacon by providing continued reimbursement to the City for payments under the New Lease extension with Riverside Newburgh Realty, LLC consistent with the term of the New Lease extension; the same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager on behalf of the City of Newburgh, be and he is hereby authorized to execute a Fourth Memorandum of Understanding coterminous with the period of the New Agreement of Lease extension, with such other terms and conditions as may be recommended by the Corporation Counsel, for Metro-North Commuter Railroad to provide reimbursement to the City of Newburgh for payments made under the New Lease extension with Riverside Newburgh Realty, LLC for the purpose of providing parking for users of the Newburgh-Beacon Ferry.

FOURTH MEMORANDUM OF UNDERSTANDING

FOURTH MEMORANDUM OF UNDERSTANDING (“FOURTH MOU”) dated _____, 2018, by and between Metro-North Commuter Railroad Company (“Metro-North”), a public benefit corporation of the State of New York and a subsidiary of the Metropolitan Transportation Authority (“MTA”), with its principal offices at 420 Lexington Avenue, 11th floor, New York, New York 10170 and the City of Newburgh (“City”), a municipal corporation with its principal offices located at City Hall, 83 Broadway, Newburgh, New York 12550 (collectively, the “Parties”).

WHEREAS, the Parties entered into an Agreement dated August 16, 2004 (the “Agreement”), concerning the mooring, docking and use of facilities in the City in connection with commuter ferry service to be operated by Metro-North or its contractor between the City of Beacon and the City of Newburgh (“Ferry Service”); and

WHEREAS, the Agreement states that the City will enter into a lease with the owner of certain premises (“Premises”) to provide a docking facility and 250 space parking lot for the Ferry Service (the “Lease”), and the City did enter into such Lease, beginning July 30, 2004 and superseded by a First Amended Lease effective April 21, 2010 and extended through December 31, 2015 (the “Amended Lease”); and

WHEREAS, the City and the New York State Department of Transportation (“NYSDOT”) had entered into a contract dated July 12, 2006, by which NYSDOT reimbursed the City for the rent payments under the Lease, but this contract expired; and

WHEREAS, the City had represented that it lacked funds to make the rent payments under the Amended Lease for the period from May 2015 through December 2015 (“May-December Period”) and had requested that Metro-North reimburse the City for the rent payments under the Amended Lease for the May-December Period; and

WHEREAS, NYSDOT had indicated to the City that it will reimburse the City for the rent payments under the Amended Lease up to and including April 2015, and thereafter had committed to provide Congestion Mitigation and Air Quality (“CMAQ”) funds to Metro-North, which could be used to reimburse Metro-North for assistance payments made to the City by Metro-North to fund the Amended Lease; and

WHEREAS, the City and Metro-North had entered into a Memorandum of Understanding dated May 26, 2015 (“MOU”) whereby Metro-North had agreed to reimburse the City for the rent payments made by the City under the Amended Lease for the May-December Period at the rate of \$21,278 per month; and

WHEREAS, the Amended Lease was further extended for the period January 1, 2016 through January 31, 2017 at the same rate of \$21,278 per month (“January 1, 2016 – January 31, 2017 Period”); and

WHEREAS, the City had represented that it lacked the funds to make the rent payments under the Amended Lease for the January 1, 2016 – January 31, 2017 Period and had requested that Metro-North reimburse the City for the rent payments under the Amended Lease for the January 1, 2016 – January 31, 2017 Period; and

WHEREAS, the City and Metro-North entered into a Second Memorandum of Understanding dated January 26, 2016 (“Second MOU”) whereby Metro-North had agreed to reimburse the City for the rent payments made by the City under the Amended Lease for the January 1, 2016 – January 31, 2017 Period at the rate of \$21,278 per month; and

WHEREAS, the City had entered into a new lease with the new owner of the Premises to provide a docking facility and 250 space parking lot for the Ferry Service (the “New Lease”) for a term beginning February 1, 2017 and continuing until December 31, 2018 with rent payments of \$21,278 per month (“February 1, 2017 – December 31, 2018 Period”) and had requested that Metro-North reimburse the City for the rent payments under the New Lease for the February 1, 2017 – December 31, 2018 Period; and

WHEREAS, the City and Metro-North entered into a Third Memorandum of Understanding dated January 31, 2017 (“Third MOU”) whereby Metro-North had agreed to reimburse the City for the rent payments made by the City under the Amended Lease for the February 1, 2017 – December 31, 2018 Period at the rate of \$21,278 per month; and

WHEREAS, the New Lease was extended for the period January 1, 2019 through June 30, 2019 (“New Lease extension”) at the same rate of \$21,278 per month (“January 1, 2019 – June 30, 2019 Period”); and the City represents that it lacks the funds to make the rent payments under the New Lease for the January 1, 2019 – June 30, 2019 Period;

WHEREAS, the City continues to maintain that it lacks the funds to make the rent payments under the New Lease extension for the January 1, 2019 – June 30, 2019 Period; and

WHEREAS, unless the rent payments under the New Lease extension are made to the landlord for the January 1, 2019 – June 30, 2019 Period, the Ferry Service is in danger of being discontinued; and

WHEREAS, the Ferry Service is important to the City as well as being an important part of Metro-North’s provision of commuter service to its ridership, especially for commuters from Orange and Dutchess Counties; and

WHEREAS, the Parties desire to prevent the discontinuance of the Ferry Service.

NOW THEREFORE, in consideration of the benefits accruing to each of the Parties hereto, the Parties agree as follows:

1. Supplement. Unless otherwise stated herein, this Fourth MOU supplements the terms set forth in the Agreement, the MOU and the Second MOU.

2. Lease Rent Payments: Metro-North agrees to reimburse the City for the rent payments made by the City under the New Lease for the January 1, 2019 – June 30, 2019 Period only, at the rate of \$21,278 per month. For the January 1, 2019 – June 30, 2019 Period, the City will make timely monthly rent payments to the lessor under the New Lease. The City will submit proof of each timely monthly rent payment along with an invoice for that monthly rent payment to Metro-North within ten (10) days of making the rent payment. Metro-North agrees to pay the City within thirty (30) days of receipt of the City's invoice for the monthly rent payment and proof of timely payment of the monthly rent payment under the New Lease.

3. During the January 1, 2019 – June 30, 2019 Period, the City agrees to comply with all terms under the New Lease extension, not to terminate the New Lease extension and not cause the landlord to terminate the New Lease extension.

4. Metro-North is not required to reimburse the City for any late fees, interest or other charges under the New Lease extension.

5. This Fourth MOU does not create any obligations for Metro-North in connection with the New Lease extension, or create any landlord-tenant relationship between the Parties.

6. The Parties agree to diligently work together in a cooperative and time sensitive manner to identify and make available alternative locations for the Ferry Service, docking facility and parking facility suitable to the needs of each party, and to cooperatively work together to identify other sources of funding for the Ferry Service, docking facility and parking facility.

7. Assignment: Neither party shall assign, transfer or delegate any of its rights or obligations under this Fourth MOU without the written consent of the other party, provided that Metro-North may so assign, transfer or delegate to the MTA any such right or obligation upon written notice to the City.

8. Personal Liability: No officer, director, member or employee of either of the parties hereto shall be liable personally or be sued individually for damages under or by reason of this Fourth MOU.

9. Notices: (a) Any notice, request, approval, demand or other communication under this Fourth MOU shall be in writing and given by (i) hand delivery, (ii) mailing the same by registered or certified mail, return receipt requested, (iii) reputable overnight courier service, or (iv) facsimile transmission with an original sent by any manner above described, addressed in each case as follows:

If to Metro-North:

Metro-North Commuter Railroad Company
420 Lexington Avenue, 11th floor
New York, New York 10170
Attention: General Counsel
(Fax No. 212-697-9079)

If to the City:

City of Newburgh
City Hall
83 Broadway
Newburgh, New York 12550
Attn: City Manager
(Fax No. 845-569-7370)

With a copy to:

City of Newburgh
City Hall
83 Broadway
Newburgh, New York 12550
Attn: Corporation Counsel
(Fax No. 845-569-7338)

(b) Any party may by notice to the other change the addresses to which notice to such party or copies of such notices shall thereafter be sent. Notices shall be deemed to have been given (i) immediately upon acknowledgement of receipt when delivered by personal service on the person(s) designated to receive notice, (ii) on the fourth (4th) business day after the same shall have been deposited in the United States mails as aforesaid, (iii) on the next business day after the same shall have been sent by overnight courier service and (iv) upon receipt of the telecopy; provided that no notice shall be deemed to have been given until a copy thereof has been given to each person entitled thereto as set forth above.

10. No Third-Party Rights. No provision of this Fourth MOU shall create or give to third-parties any claim or right of action against the Parties hereto.

11. Board Approval Necessary. This Fourth MOU will only become effective upon approval of the Boards of the respective parties.

12. Miscellaneous:

a) This Fourth MOU contains the entire agreement of the Parties respecting the subject matter hereof.

b) This Fourth MOU may be amended, modified or supplemented only by an instrument in writing signed by the Parties hereto.

c) The headings of the various paragraphs, exhibits and attachments of this Fourth MOU are for the convenience of reference only and do not in any way define or limit the scope of intent of any provision hereof.

d) If any provision of this Fourth MOU is to any extent invalid or unenforceable, the remainder of this Fourth MOU, and the application of such provision to matters as to which it is not invalid or unenforceable, shall not be affected thereby.

e) This Fourth MOU shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

f) This Fourth MOU may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

g) This Fourth MOU shall be governed by and construed in accordance with the laws of the State of New York.

h) Either party may terminate this Fourth MOU upon sixty (60) days written notice, provided that any obligations incurred by either party prior to the termination date, shall survive such termination.

IN WITNESS WHEREOF, Metro-North and the City have caused this Fourth Memorandum of Understanding to be duly executed as of the date first above written.

METRO-NORTH COMMUTER RAILROAD COMPANY

BY:

CITY OF NEWBURGH

BY: _____, City Manager
Per Resolution No. -2018

RESOLUTION NO.: _____ - 2018

OF

DECEMBER 10, 2018

**A RESOLUTION AUTHORIZING APPROVAL OF VARIOUS INSURANCE
POLICIES FOR THE PERIOD OF
JANUARY 1, 2019 TO DECEMBER 31, 2019**

WHEREAS, the City of Newburgh has solicited proposals for insurance coverage for the fiscal year 2019; and

WHEREAS, Arthur J. Gallagher of New York, Inc. and Gallagher Bassett Services, Inc. have recommended a package of insurance coverage for property and liability insurance coverage for Fiscal Year 2019;

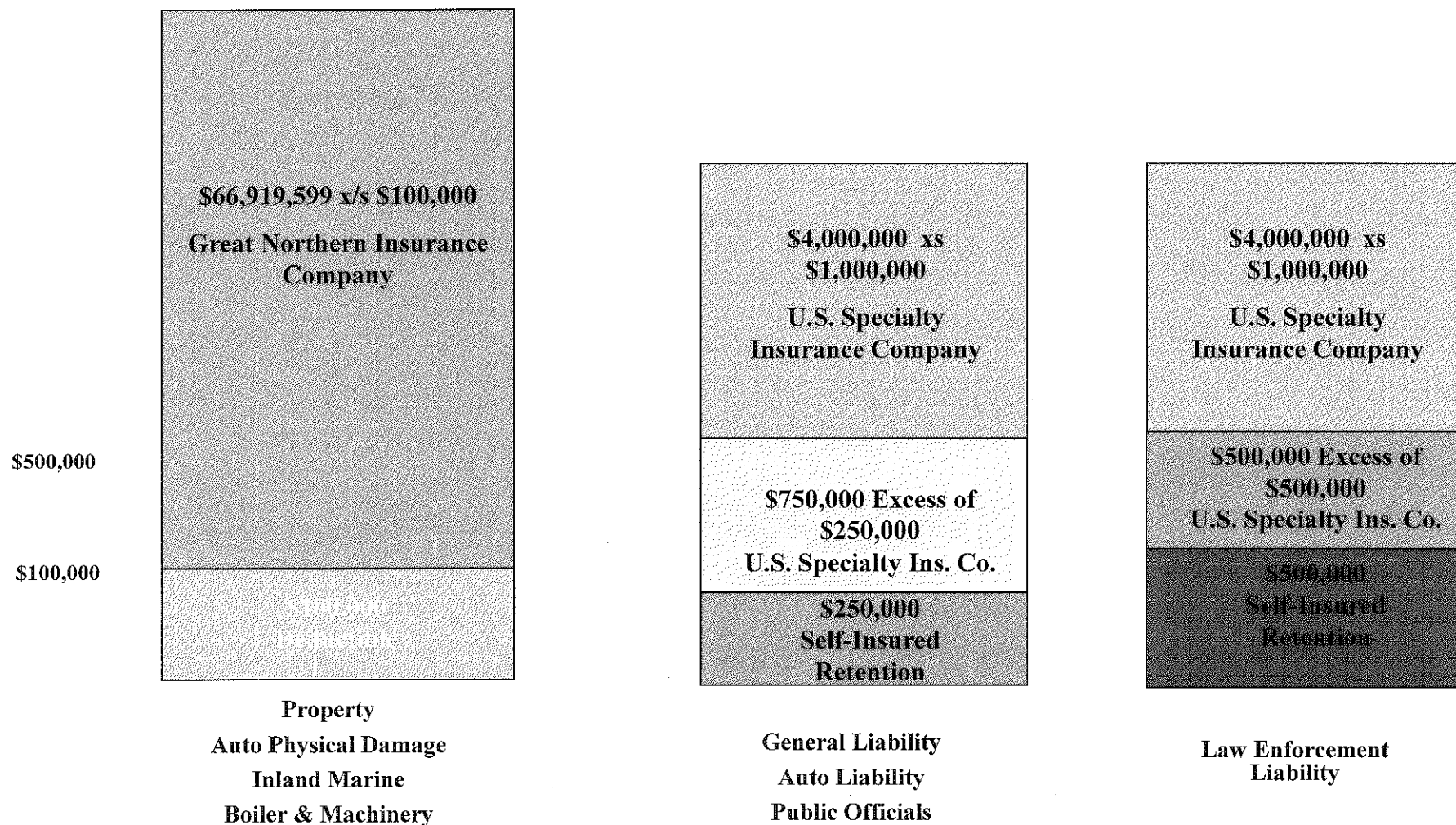
NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York hereby approves the insurance coverage for the term beginning January 1, 2019 through December 31, 2019 with the self-insured retention amounts and premium rates as set forth in the attached Insurance Quotation; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized and directed to execute agreements with Arthur J. Gallagher of New York, Inc. and Gallagher Bassett Services, Inc. to provide for insurance coverage, including cyber insurance, and third-party claims administration services, respectively, for the period of January 1, 2019 to December 31, 2019.

CITY OF NEWBURGH

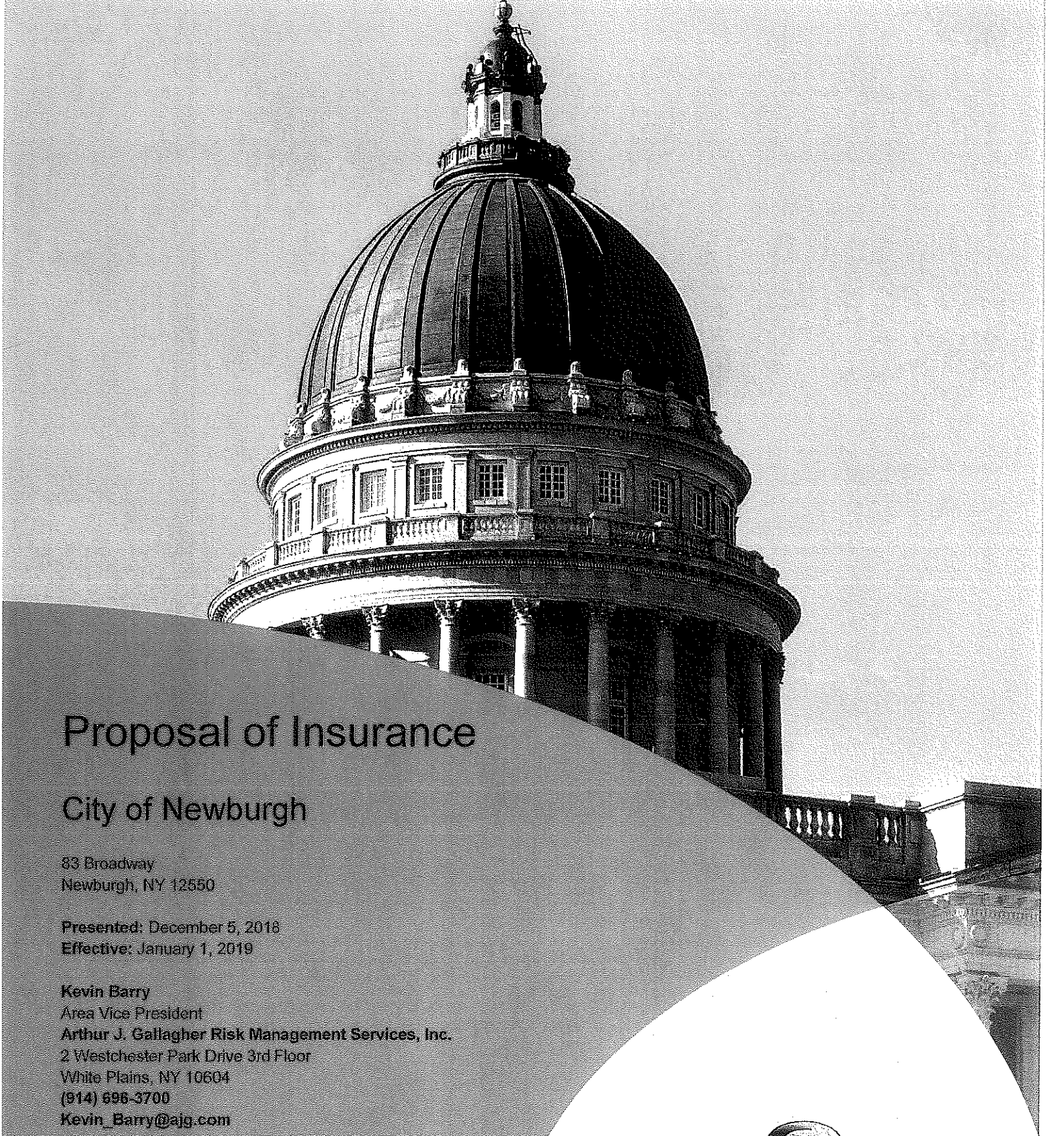
GALLAGHER RISK MANAGEMENT STRUCTURE

January 1, 2019 to January 1, 2020



NOTE:

1. All coverages are Occurrence form.
2. Defense Costs are Included within the Self-Insured Retention and Limit of Insurance
3. Losses in Excess of SIR are paid by Insurance Carrier.
4. Deductible for Flood and Earthquake is \$100,000/Locations 10, 13 & 21 \$500,000 Deductible for Flood
5. Inland Marine Limit is \$1,225,597 and Deductible is \$5,000



Proposal of Insurance

City of Newburgh

83 Broadway
Newburgh, NY 12550

Presented: December 5, 2018

Effective: January 1, 2019

Kevin Barry

Area Vice President

Arthur J. Gallagher Risk Management Services, Inc.

2 Westchester Park Drive 3rd Floor

White Plains, NY 10604

(914) 696-3700

Kevin_Barry@ajg.com



Insurance | Risk Management | Consulting

ajg.com

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Executive Summary

Arthur J. Gallagher Risk Management Services, Inc. appreciates the opportunity to present this proposal for your consideration.

Here is a brief history of the property/casualty insurance program, so that the people viewing this proposal have a sense of where the program has been.

For the January 1, 2003 insurance renewal, we started to see the effects of the hard insurance market and the handful of recent large claims in the City. The effects were an increase in the Self-Insurance layer and a significant premium increase.

For the January 1, 2004 insurance renewal, we faced the same items as mentioned above, possible litigation between the City and one of the excess insurance carriers and non-renewal of the Liability Coverage due to claim history. After an extensive search through the marketplace, we were successful in negotiating an excess insurance program with one carrier, Essex Insurance Company at what were truly, terrific premiums when you looked at the loss history!!! In a study we completed, over the past ten years, the City had paid the primary insurance carrier, in relative terms, \$1.00 in premium and collected, or will collect \$2.00 in claim payments, on average. There are not many, if any, businesses that would last with this type of ratio.

The January 1, 2005 presented a new twist as the Essex Insurance Company decided to exit the municipal insurance market and issued a non-renewal notice. After an extensive search we negotiated the best terms, conditions and pricing with Illinois Union Insurance Company. Negotiating a relatively flat premium renewal took a combination of knowing the marketplace and knowing the underwriters from past personal experience based on this difficult loss/claim history.

For 2006, we again marketed the Liability Insurance Program. The marketplace is stabilizing due to a large infusion of capital into the Bermuda Insurance Market and the effects of Katrina have not yet been seen. Our marketing efforts have been hugely successful in negotiating a:

- 31% Decrease in Liability Premium!
- Increasing Liability Limits by \$2,000,000!

In Year 2007, the Property and Liability program had been negotiated to less than a 3% increase! Due to some claim issues in the Workers' Compensation area, specifically claims settlement issues, the retentions have increased. In marketing this coverage we were successful in negotiating lower retentions but at a higher cost. We looked at options. The market overall was expected to remain flat or possible decrease in the next year or two.

And for the 2008 renewal, the insurance market was in a softening phase. We went to various markets and presented options. The overall renewal to the city was successful, achieving a 2% decrease.

For the January 1, 2009 renewal we marketed the program to U.S. Specialty, One Beacon, Star Insurance Co. Praetorian and Safety National Insurance Company. Our negotiations resulted in another great program renewal for the City with an overall 10% premium savings.

And for January 2010 we are once again successful in our negotiations. If we chose to continue with our same carrier of the last 3 years, we will obtain a 9% premium reduction. Or, if we elect to renew with the optional quote from U.S. Specialty, the premium reduction is 16%!

In 2011 the insurance was put out for an RFP by the City's Insurance Consultant Philip Platzer and a number of broker/agents were involved. Our proposal came in with a 9% premium reduction and also an option for lower Self-Insured retention for Liability coverage.

Terms and conditions remain the same for the January 1, 2012 insurance renewal. The overall cost of the City of Newburgh increased 1.5%.

In a meeting with the City on August 23, 2012 it was decided to remarket the entire insurance program for the January 1, 2013 renewal. We approached U.S. Specialty, Praetorian, Travelers, Brit Insurance, C.V. Starr, Chartist, NY Municipal Insurance Reciprocal, XL Insurance and others. The premium remained flat.

In a meeting with City representatives on September 19th, 2013 it was decided to negotiate with our current carriers on the January 1, 2014 renewal. This decision was based upon the fact that the City went through an RFP process four years ago and I went to the marketplace for multiple quotes for the 2013 insurance renewal. Praetorian, the City's property insurance carrier withdrew from the New York/New Jersey market due to the incurred losses from Sandy. This carrier has provided coverage to the City at very, very competitive rates for many years. It has been a difficult task replacing them. The overall 2014 renewal was very good with the exception of the property where there are options to be reviewed and decided upon.

For the January 1, 2015 insurance renewal, premiums decreased and there is a significant increase in the Third Party Administration fee due to the 25% increase in claim-count (Frequency). Going forward into 2015 the market should remain stable.

The January 1, 2016 Renewal premiums were negotiated well within the budget estimates provided in September of 2015. We looked at lowering the retention level for Law Enforcement Liability with City and this option was rejected. It is our intention to start the marketing phase for 2017 early and approach multiple markets on the City's behalf.

We approached three of the leading excess markets for Public Entity Risks for the 2017 renewal. We negotiated a flat rate with Houston Casualty (increase in premium if exposures increase), a competitive but much higher quote from Hudson Insurance and a declination from Allied World based on the current premium being unreachable.

The City's overall liability and property program has been stable in both pricing and coverage since the last RFP!

At our September 6th meeting based upon the fact that we marketed the insurance lines for the January 1, 2017 renewal, we would not market for 2018 if we could obtain an agreement from the current carrier for a 0-2% rate increase. We were successful in obtaining this agreement.

The outlook in the insurance marketplace going forward is a gradual push on property rate upward in the area of 3-5% based on catastrophe losses in 2017.

Based on the three-year rate guarantee negotiated (tied to a loss ratio expectation) with the Liability Carrier for the January 2018 renewal, the January 2019 renewal results were as expected.

On behalf of the entire Arthur J. Gallagher team, we thank you for your confidence in us.

In the following pages, we will demonstrate what makes our company the best fit for your insurance placement and risk management needs. Thank you again for allowing us to be your partner in this placement.

Kevin Barry

Wednesday, December 5, 2018

Service Team

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

NAME / TITLE	PHONE / ALT. PHONE	EMAIL	ROLE
Kevin Barry Area Vice President	(914) 697-6033 (914) 696-3700	Kevin_Barry@ajg.com	Producer
Nicole Anstett Client Service Manager Sr.	(914) 697-6066	Nicole_Anstett@ajg.com	Client Service Manager
Nick Fulciniti Client Service Associate	(914) 697-6004	Nick_Fulciniti@ajg.com	Client Service Associate

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

Named Insured

Named Insured Schedule:

Add / Change / Delete	Named Insured	Package	Property	Boiler & Machinery	Cyber Liability
	City of Newburgh	X	X	X	X

Note: Any entity not named in this proposal, may not be an insured entity. This may include affiliates, subsidiaries, LLC's, partnerships and joint ventures.

Market Review

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

INSURANCE COMPANY	LINE OF COVERAGE	RESPONSE
U.S. Specialty Insurance Company	Package	Quoted
Great Northern Insurance Company	Property	Quoted
Travelers Property Casualty Co of America	Equipment Breakdown	Quoted
Lloyds of London - Syndicate BAR Cyber Consortium 9354	Cyber Liability	Quoted

Premium Summary

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

LINE OF COVERAGE		EXPIRING PROGRAM		PROPOSED PROGRAM	
		CARRIER	EXPIRING COST	CARRIER	ESTIMATED COST
General Liability	Premium	U.S. Specialty Insurance Company (Tokio Marine Holdings, Inc.)	\$244,383.00	U.S. Specialty Insurance Company (Tokio Marine Holdings, Inc.)	\$247,956.00
	Fees		\$820.00		\$810.00
	Annual Premium		\$245,203.00		\$248,766.00
Property	Premium	Great Northern Insurance Company (Chubb Group of Insurance Companies)	\$92,772.00	Great Northern Insurance Company (Chubb Group of Insurance Companies)	\$90,055.00
	NY Fire Fee		\$536.00		\$536.28
	Terrorism		\$2,836.00		2,837.00
	Annual Premium		\$96,144.00		\$93,428.28
Equipment Breakdown	Premium	Travelers Property Casualty Co of America (The Travelers Companies, Inc.)	\$5,288.00	Travelers Property Casualty Co of America (The Travelers Companies, Inc.)	\$5,995.00
	Certificate Fees		\$515.00		\$618.00
	Annual Premium		\$5,803.00		\$6,613.00
Cyber Liability	Premium	Lloyds of London - Syndicate BAR Cyber Consortium 9354	\$4,907.00	BCS Insurance Company	\$4,907.00
	Surplus Lines tax		\$184.99		N/A
	Total Premium		\$5,091.99		\$4,907.00
Total Estimated Program Cost			\$352,241.99		\$353,714.28

Quote from Lloyds of London - Syndicate BAR Cyber Consortium 9354 is valid until 1/1/2019

Quote from U.S. Specialty Insurance Company (Tokio Marine Holdings, Inc.) is valid until 1/1/2019

Quote from Travelers Property Casualty Co of America (The Travelers Companies, Inc.) is valid until 1/1/19

Quote from Great Northern Insurance Company (Chubb Group of Insurance Companies) is valid until 1/1/2019

\$92,892

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

General Liability

Property

Equipment Breakdown

Cyber Liability

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

FEE PER CLAIM - LIFE OF PARTNERSHIP	Est. Claim Frequency	Per Claim Fee	Projected Service Fee
Liability			
Auto Liability/Bodily Injury	8	\$1,508	\$12,064
Auto Liability/Property Damage	15	\$768	\$11,520
Auto/Physical Damage	0	\$567	\$0
Auto/No-Fault	0	\$1,508	\$0
General Liability/Bodily Injury	21	\$1,508	\$31,668
General Liability/Property Damage	36	\$768	\$27,648
General Liability/Personal Injury	0	\$1,508	\$0
Professional Liability	7	\$1,679	\$11,753
Incidents - Liability	1	\$0	\$0
Total Liability Fee Per Claim	88		\$94,653
Property			
Property	0	\$1,508	\$0
Total Property Fee Per Claim	0		\$0
ADMINISTRATIVE SERVICES	Quantity	Rate	Estimated Annual Fee
Administrative Services			
Administration / Data Management			\$2,873
RMIS – 2 Users Full Access			Included
Total Administrative Services			\$2,873
TOTAL			\$97,526

Professional Liability includes Police Professional Liability.

This is a three year deal at 2% increase year 1, 2 and 3.

RESOLUTION NO.:_____ - 2018

OF

DECEMBER 10, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE AN EXTENSION TO AN AGREEMENT BETWEEN
THE CITY OF NEWBURGH AND MESH REALTY GROUP, INC.
TO PROVIDE FOR THE CONTINUATION OF RESIDENTIAL PROPERTY
MANAGEMENT SERVICES**

WHEREAS, the City Council, by Resolution No.: 27-2013 of January 28, 2013, authorized the execution of an agreement with MESH Realty Group, Inc. for residential property management services; and

WHEREAS, the City Council, authorized amendments to the agreement with MESH Realty Group, Inc. by Resolution No.: 18-2014 of January 27, 2014, Resolution No.: 21-2015 of January 26, 2015, Resolution No.: 23-2016 of January 25, 2016, Resolution No.: 304 -2016 of November 14, 2016, Resolution No. 350-2017 of December 11, 2017, and Resolution No. 138-2018 of May 29, 2018, which provided for the continuation of residential property services; and

WHEREAS, the last amended agreement expires on December 31, 2018; and

WHEREAS, the parties wish to extend the last amended agreement to continue with property management services; and

WHEREAS, it is appropriate and necessary to execute the attached Amendment to the agreement to extend services from January 1, 2019 to December 31, 2019; and

WHEREAS, such Amendment is subject to the same terms and conditions of the April 1, 2013 agreement with the exception of a One (\$1.00) Dollar increase in labor costs as provided for in Paragraph 2e of the original agreement and the addition of Paragraph 2g related to coordinating the inspections of City-owned properties; and

WHEREAS, this Council has examined such Amendment and has determined that entering into the same is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and is hereby authorized to execute the attached Amendment to an agreement between the City of Newburgh and MESH Realty Group, Inc. to provide for the continuation of residential property services.

AGREEMENT BY AND BETWEEN

THE CITY OF NEWBURGH, NEW YORK

AND

MESH REALTY GROUP, INC.

DATED: _____

This Addendum to the Agreement dated April 1, 2013 is made and entered into this ____ day of _____, 2018 by and between MESH Realty Group, Inc. (AGENT), a New York corporation having its principal place of business at 77-79 Broadway, Newburgh, New York and the City of Newburgh, New York (OWNER), a municipal corporation with offices at 83 Broadway, Newburgh, New York 12550:

In consideration of the mutual covenants set forth below, agent and owner agree as follows:

1. APPOINTMENT OF AGENT

Owner hereby appoints agent as the exclusive representative of owner to manage and operate various properties located in the City of Newburgh, County of Orange, and State of New York. A list of these properties is attached to this Agreement in a Schedule "A," and may be amended from time to time.

2. Paragraph 2e of the Agreement dated April 1, 2013 is hereby amended as follows:

2e. Expenses. From rental proceeds, agent shall (1) pay for advertising, (2) pay all utility and customary bills, (3) pay salaries of persons employed on the premises, including but not limited to resident managers and assistants clerks and maintenance personnel, (4) purchase supplies, (5) clean out of buildings and disposal of trash, and (6) cause to be made and pay for such maintenance, repairs and alterations as may be required for proper operation of the properties. The maintenance and repairs shall be billed at the rate of **\$36.00** per hour. Repairs greater than \$1,000.00 require permission of owner. Further major repairs will first be offered to the Department of Public Works to perform on behalf of the City. If unavailable to do such repairs, the work will be done by contractors hired by Mesh Realty Group, Inc.

3. Paragraph 2g is hereby added to the Agreement dated April 1, 2013 as follows:

2g. Inspections. Agent shall organize and maintain compliance with all inspections of rental units as required by the City Code of Ordinances including the Rental Registration and Licensing. Agent shall make arrangements for appropriate City staff to inspect and/or show rental units for sale as requested by the City.

4. TERM AND TERMINATION

The term of this agreement shall commence on the 1st day of January, 2019 and shall end on the 31st day of December, 2019, unless sooner terminated by either party. Termination may be effected at any time by either party on thirty (30) days prior written notice.

5. This Addendum, together with the April 1, 2013 Agreement contains the entire agreement between the parties as to subject matter herein and supersedes all prior agreements whether oral or written between the parties hereto. This Agreement may be modified only by a written instrument signed by the parties.

Accepted by:

MESH REALTY GROUP, INC.

CITY OF NEWBURGH, NY

Name: RICK MILTON

Title: _____

Date: _____

Name: MICHAEL G. CIARAVINO

Title: City Manager

Date: _____

Pursuant to Resolution No.: -2018

SCHEDULE "A"

1. 82 Clinton Street (10-1-20)
2. 412 Liberty Street (10-1-46)
3. 50 Thompson Street (13-7-11.2)
4. 352 Third Street (16-8-7)
5. 53 S. Robinson Avenue (38-6-1)
6. 25 Bridge Street (~~44-4-3.2~~)
7. 6 Locust Street (32-1-6)
8. 74 Henry Avenue (48-12-17)
9. 189 Broadway (36-1-1)
10. 46 Lutheran Street (~~29-4-34~~)

Revised 11/29/2018

MESH REALTY GROUP, INC.

77-79 Broadway
Newburgh, NY 12550
(845) 565-6999
Fax (845) 565-3307

MANAGEMENT AGREEMENT

AGREEMENT made the 1st day of April, 2013 between **The City of Newburgh**
Herein referred to as owner, whose address 83 Broadway, Newburgh, NY 12550
And Mesh Realty Group, Inc., herein referred to as agent.

In consideration of the mutual covenants set forth below, agent and owner agree as follows:

1. APPOINTMENT OF AGENT

Owner hereby appoints agent as the exclusive representative of owner to manage and operate various properties located in the City of Newburgh, County of Orange, State of New York. A list of these properties will be attached to this agreement in a "Schedule A", and may be amended from time to time.

2. MANAGEMENT DUTIES OF AGENT

Management duties will be performed by agent as follows:

- a. Leasing of units. Agent shall use due diligence to attract and retain lessees of the apartment units.
- b. Collection of rents. Agent shall take reasonable steps to collect all rent due, or enforce collection thereof, and shall perform all reasonable acts on behalf and for the protection of owner in the collection of such amounts.
- c. Agent shall manage the apartment complex according to sound commercial practices and in conformity with the bylaws. Regulations, code of ethics and official pledge of the Institute of Real Estate Management.
- d. Employees. Agent shall employ, direct, control and discharge all persons performing regular services on the premises. All such persons are and shall be employees of owner.
- e. Expenses. From rental proceeds, agent shall (1) pay for advertising, (2) pay all utility and customary bills, (3) pay salaries of persons employed on the premises, including but not limited to resident managers and assistants clerks and maintenance personnel, (4) purchase supplies, and (5) cause to be made and pay for such maintenance, repairs and alterations as may be required for proper operation of the properties. The maintenance and repairs shall be billed at the rate of **\$35.00** per hour. Repairs greater than \$1,000.00 require permission of owner. Further major repairs will first be offered to the Department of Public Works to perform on behalf of the City. If unavailable to do such repairs, the work will be done by contractors hired by Mesh Realty Group, Inc.
- f. Mortgages, taxes, other expenses. To the extent made possible by owner, agent shall service all loans and mortgages on the property, pay all applicable real estate and personal property taxes, licenses, fees and payroll taxes, and maintain payroll records and make all necessary returns required by law.

received
MAR 20 2013

3. ACCOUNTING AND ACCOUNTS

- a. Accounting statements. Agent shall maintain books of account of all receipts and disbursements incurred in management of the property, which records shall be open to inspection by owner at all times. Agent shall render monthly statements to owner, showing all receipts and disbursements.
- b. Bank accounts.
 - (1) Agent shall establish and maintain, in a bank, the deposits of which are insured by the Federal Deposit Insurance Corporation, a separate trust account for the deposit of rentals. Agent shall have the authority to draw on this account for any payments that agent must make to discharge any liabilities or obligations incurred pursuant to this agreement; and for payment of the fee to agent. All such payments shall be subject to the limitations of this agreement.
 - (2) Agent shall establish and maintain in a New York banking institution or savings and loan association, the deposits of which are insured by the Federal Deposit Insurance Corporation, a trust account bearing interest at the rate currently paid by such institutions or associations on time or savings deposit of any money or other form of security deposited or advanced on a contract, lease, or license agreement for the use or rental of real property. Agent shall comply with the various requirements of the New York Laws respecting the handling of such security deposits if retained by owner.

4. COMPENSATION OF AGENT

Owner agrees to pay agent as compensation for the services described above five percent (5%) of the gross revenue actually received from the property. Such compensation is due and payable on the **25** day of each month, the amount actually received during the previous month. The amount due agent for each month shall be withdrawn by agent from the rental account. That the percentage stated herein is in addition to the hourly charge to be paid for the maintenance and repair work. In the event that the compensation for services is not by the **25** day of the month, a 10% service charge will be added on to the amount due agent for services rendered. Further, City agrees to forward to agent a check in the amount of five thousand dollars and no cents (\$5,000.00) to open an operating account for the above mentioned properties.

5. PAYMENTS TO OWNER

Agent shall remit to owner at intervals of not more than **6** months, the check by agent for the net amount due owner if so requested. A sum to be determined by agent, with the approval of owner, shall be retained by agent for the account of owner as a reserve for mortgage payments and the payment of taxes, licenses, repairs and other expenses that may be anticipated, but that are not due at the time to owner.

6. INSURANCE

The owner agrees to indemnify and save the agent harmless from any and all claims, debts or demands arising in connection with this management relationship, by any person, firm or corporation occurring by reason of or in connection with this contract and the owner agrees to carry liability insurance protecting Agent from any and all such liability and naming Agent as a co-insured. The aforesaid insurance shall be in an amount not less than **current amount**.

7. REIMBURSEMENT OF AGENT

Owner shall reimburse agent for the amount of any charges paid by agent and required for proper operation of the apartment project, if necessary funds are not available to agent from revenues received from the project or are not otherwise made available by owner.



8. TERM AND TERMINATION

The term of this agreement shall commence on the 1st day April, 2013 and shall end on the 31st day of December, 2013, unless sooner terminated by either party. Termination may be effected at any time by either party on thirty (30) day's prior written notice.

9. NOTICE

Any notice required by this agreement shall be delivered by the owner at:
83 Broadway, Newburgh, NY 12550: Attention Michelle Kelson

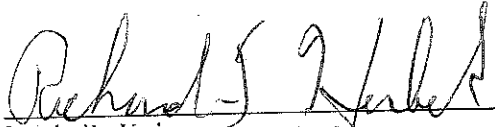
And addressed to agent as Mesh Realty Group, Inc., 77-79 Broadway, Newburgh, NY 12550.

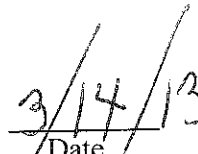
The owner will pay to the agent, a leasing/renting fee of one (1) month's rent on residential properties, for securing new tenants,.

The Owner hereby authorizes Agent to initiate legal proceedings against any tenant who is delinquent with their rent. Further, Agent is authorized to represent Owner in all matters dealing with the daily and legal operations of the above described property.

The terms of this contract are not subject to change, unless agreed upon by both owner and agent in writing.

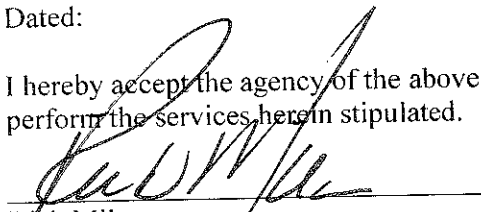
This contract must be signed and returned to agent within 30 days of the date mailed. A failure to do so will result in termination of the contract and all management responsibilities

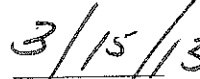

Richard F. Herbek
City Manager


Date

Dated:

I hereby accept the agency of the above property on the terms as herein provided and agree to perform the services herein stipulated.

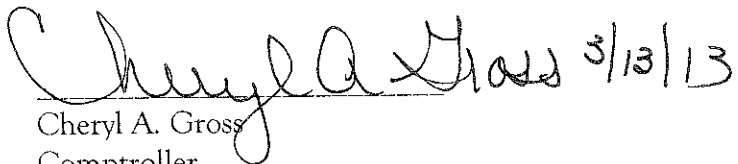

Rick Milton
Mesh Realty Group, Inc.


Date

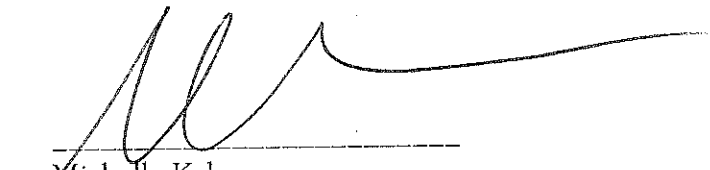
SCHEDULE "A"

1. 22 Bay View Terrace
2. 162 Broadway
3. 95 Carson Avenue
4. 34 Carter Street
5. 55 Farrington Street
6. 296 Grand Street
7. 63 Grove Street
8. 72 Hasbrouck Street
9. 81 Henry Avenue
10. 64 Johnston Street
11. 112 Johnston Street
12. 120 Johnston Street
13. 34 Lander Street
14. 8 Larter Street
15. 279 Liberty Street
16. 16 Lutheran Street
17. 119 Montgomery Street
18. 350 Water Street, Unit 7-9

APPROVED AS TO FINANCES


Cheryl A. Gross
Comptroller

APPROVED AS TO FORM


Michelle Kelson
Corporation Counsel

The City of Newburgh Office of the Corporation Counsel

City Hall – 83 Broadway
Newburgh, New York 12550

Michelle Kelson
Corporation Counsel

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

Jeremy Kaufman
Assistant Corporation Counsel

June 13, 2018

VIA HAND-DELIVERY

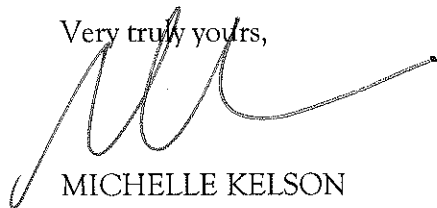
Mr. Rick Milton
MESH Realty Group, Inc.
77-79 Broadway
Newburgh, NY 12550

Re: City of Newburgh with MESH Realty Group, Inc.
Resolution No.: 138-2018

Dear Mr. Milton:

Enclosed for your records is a fully executed copy of the Agreement between the City of Newburgh and MESH Realty Group, Inc. to provide for the continuation of residential property management services from March 1, 2018 to December 31, 2018.

Very truly yours,



MICHELLE KELSON
Corporation Counsel

MK/ar
Enclosure

cc: Deidre Glenn, Director of Planning & Development
George Garrison, Superintendent of Public Works
Kathryn Mack, Comptroller
Lorene Vitek, City Clerk (w/original)

RESOLUTION NO.: 138 - 2018

OF

MAY 29, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE AN EXTENSION TO AN AGREEMENT BETWEEN
THE CITY OF NEWBURGH AND MESH REALTY GROUP, INC.
TO PROVIDE FOR THE CONTINUATION OF RESIDENTIAL PROPERTY
MANAGEMENT SERVICES

WHEREAS, the City Council, by Resolution No.: 27-2013 of January 28, 2013, authorized the execution of an agreement with MESH Realty Group, Inc. for residential property management services; and

WHEREAS, the City Council, authorized amendments to the agreement with MESH Realty Group, Inc. by Resolution No.: 18-2014 of January 27, 2014, Resolution No.: 21-2015 of January 26, 2015, Resolution No.: 23-2016 of January 25, 2016, Resolution No.: 304-2016 of November 14, 2016, and Resolution No. 350-2017 of December 11, 2017 which provided for the continuation of residential property services; and

WHEREAS, the last amended agreement expired on February 28, 2018; and

WHEREAS, the parties wish to extend the last amended agreement to continue with property management services; and

WHEREAS, it is appropriate and necessary to execute the attached Amendment to the agreement to extend services from March 1, 2018 to December 31, 2018; and

WHEREAS, such Amendment is subject to the same terms and conditions of the April 1, 2013 agreement with the exception of a One (\$1.00) Dollar increase in labor costs as provided for in Paragraph 2e of the original agreement and the addition of Paragraph 2g related to coordinating the inspections of City-owned properties; and

WHEREAS, this Council has examined such Amendment and has determined that entering into the same is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and is hereby authorized to execute the attached Amendment to an agreement between the City of Newburgh and MESH Realty Group, Inc. to provide for the continuation of residential property services.

I, Lorene Vitak, City Clerk of the City of Newburgh,
hereby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held May 29, 2018
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 29 day of May, 20 18

City Clerk

AGREEMENT BY AND BETWEEN

THE CITY OF NEWBURGH, NEW YORK

AND

MESH REALTY GROUP, INC.

DATED: June 12, 2018

This Addendum to the Agreement dated April 1, 2013 is made and entered into this 12th day of June, 2018 by and between MESH Realty Group, Inc. (AGENT), a New York corporation having its principal place of business at 77-79 Broadway, Newburgh, New York and the City of Newburgh, New York (OWNER), a municipal corporation with offices at 83 Broadway, Newburgh, New York 12550:

In consideration of the mutual covenants set forth below, agent and owner agree as follows:

1. APPOINTMENT OF AGENT

Owner hereby appoints agent as the exclusive representative of owner to manage and operate various properties located in the City of Newburgh, County of Orange, and State of New York. A list of these properties is attached to this Agreement in a Schedule "A," and may be amended from time to time.

2. Paragraph 2e of the Agreement dated April 1, 2013 is hereby amended as follows:

2e. Expenses. From rental proceeds, agent shall (1) pay for advertising, (2) pay all utility and customary bills, (3) pay salaries of persons employed on the premises, including but not limited to resident managers and assistants clerks and maintenance personnel, (4) purchase supplies, (5) clean out of buildings and disposal of trash, and (6) cause to be made and pay for such maintenance, repairs and alterations as may be required for proper operation of the properties. The maintenance and repairs shall be billed at the rate of **\$36.00** per hour. Repairs greater than \$1,000.00 require permission of owner. Further major repairs will first be offered to the Department of Public Works to perform on behalf of the City. If unavailable to do such repairs, the work will be done by contractors hired by Mesh Realty Group, Inc.

3. Paragraph 2g is hereby added to the Agreement dated April 1, 2013 as follows:

2g. Inspections. Agent shall organize and maintain compliance with all inspections of rental units as required by the City Code of Ordinances including the Rental Registration and Licensing. Agent shall make arrangements for appropriate City staff to inspect and/or show rental units for sale as requested by the City.

4. TERM AND TERMINATION

The term of this agreement shall commence on the 1st day of March, 2018 and shall end on the 31st day of December, 2018, unless sooner terminated by either party. Termination may be effected at any time by either party on thirty (30) days prior written notice.

5. This Addendum, together with the April 1, 2013 Agreement contains the entire agreement between the parties as to subject matter herein and supersedes all prior agreements whether oral or written between the parties hereto. This Agreement may be modified only by a written instrument signed by the parties.

Accepted by:

MESH REALTY GROUP, INC.



Name: RICK MILTON

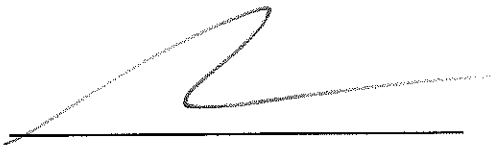
Title:

Vice President

Date:

6/1/18

CITY OF NEWBURGH, NY



Name: MICHAEL G. CIARAVINO

Title: City Manager

Date:

JUN 12 2018

Pursuant to Resolution No.: 138-2018

SCHEDULE "A"

1. 189 Broadway (f/k/a 187-191)
2. 60 Hasbrouck Street
3. 74 Henry Avenue
4. 44 Johnes Street #103J - 58-1-1.3
5. 44 Johnes Street #110J - 58-1-1.10
6. 47 Lander Street
7. 71 Liberty Street, WH
8. 6 Locust Street
9. 80 Prospect Street

Revised 5/9/2018

RESOLUTION NO.: _____ - 2018

OF

DECEMBER 10, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A
LICENSE AGREEMENT WITH WORLD MISSION SOCIETY CHURCH OF GOD
TO ALLOW ACCESS TO CITY PROPERTY
TO CONDUCT CLEANING AND LITTER REDUCING ACTIVITIES**

WHEREAS, World Mission Society Church of God and its university student group, Save the Earth from A to Z (“ASEZ”), have requested access to City property for the purpose of engaging in cleaning and litter reducing activities for the benefit of the public; and

WHEREAS, the City Council of the City of Newburgh finds that permitting such access for such purpose is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into a license agreement, in substantially the same form annexed hereto with such other terms and conditions acceptable to the Corporation Counsel, with World Mission Society Church of God and its university student group, Save the Earth from A to Z (“ASEZ”), to allow access to City property of engaging in cleaning and litter reducing activities for the benefit of the public.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, dated as of _____, 2018, by and between:

THE CITY OF NEWBURGH, a New York municipal corporation with offices at 83 Broadway, City Hall, Newburgh, New York 12550 (“City” or “Licensor”); and

WORLD MISSION SOCIETY CHURCH OF GOD, a religious not-for-profit corporation with an address of 880 Jackson Avenue, New Windsor, NY 12553 (“Licensee”)

WHEREAS, the City owns, controls or maintains certain municipal property located within the City of Newburgh, New York as identified on Schedule “A” attached hereto and collectively referred to as “the Property”; and

WHEREAS, World Mission Society Church of God and its university student group, Save the Earth from A to Z (“ASEZ”), (hereinafter collectively referred to as “Licensees”) desire the license or privilege of gaining access to and performing work upon the Property of Licensor for the purpose of engaging in cleaning and litter reducing activities for the benefit of the public; and

WHEREAS, Licensor is willing to give said license or privilege on the following terms and conditions:

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and conditions hereinafter contained, it is hereby agreed as follows:

Section 1. Grant of License. The City hereby represents that it owns, controls or maintains certain municipal property located within the City of Newburgh, New York as identified on Schedule “A” attached hereto and that it has duly authorized this License Agreement. The City hereby grants Licensees a revocable license for Licensees and Licensees’ employees, volunteers, and agents, upon the conditions hereinafter stated, the license or privilege of entering upon the Property, as herein described, and taking thereupon such vehicles, equipment, tools, and other materials as may be necessary, for the purposes of and to perform maintenance, cleaning, litter removal and related activities to the Property owned, controlled or maintained by Licensor and used as primarily as municipal streets and public rights-of-way.

Section 2. Use of and Access to the Property. Entry to the Property is limited to the use and access necessary to clean and remove litter as proposed by the Licensees. Licensees shall perform such cleaning activities upon or under property of Licensor in such manner as will be satisfactory to Licensor. Licensees agree to do such work and perform such work in such manner as will comply fully with the provisions of any laws, ordinances or other lawful authority, obtaining any and all permits required thereby. Licensees shall give Licensor no less than forty-eight (48) hours advance notice of its commencement of work on the Property. Licensees shall remove all litter, debris and garbage collected from the Property and shall dispose of said litter, debris and garbage as required by law, rule and regulation at no cost to the City of Newburgh.

Section 3. Insurance. The Licensees shall not commence or perform work under this License Agreement until it has obtained all insurance required under this Section 3 and such insurance has been approved by the City.

A. Workers' Compensation Insurance – If required by New York State law, the Licensees shall take out and maintain during the life of this agreement such Workers' Compensation Insurance for its employees or members or volunteers to be assigned to the work hereunder as may be required by New York State Law.

B. General Liability and Property Damage Insurance - The Licensees shall take out and maintain during the life of this agreement such general liability and property damage insurance as shall protect it and the City which shall be named as additional insured on all such policies from claims for damages for personal injury including accidental death, as well as from claims for property damage which may arise from operations under this agreement. The amounts of such insurance shall be as follows:

1. General Liability Insurance in an amount not less than \$1,000,000.00 for injuries including wrongful death to any one person and subject to the same limit for each person, in an amount not less than \$3,000,000.00 on account of any one occurrence.

2. Property Damage Insurance in an amount not less than \$50,000.00 for damage on account of all occurrences.

The Licensee shall furnish the above insurance to the City and shall also name the City as an additional named insured in said policies. Such insurance shall be maintained in force during the entire term of this License Agreement.

C. All work is to be performed by Licensees employees, volunteers, and agents.

Section 4. Damages. The relation of the Licensees to the City as to the work to be performed by it under this agreement shall be that of an independent contractor. As independent contractors, the Licensees will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said performances arising out of the negligent performance, other than those wholly caused by Acts of God. The Licensees shall make good any damages that may occur in consequence of the performances or any part of it. The Licensees shall assume all blame, loss and responsibility of any nature by reason of the Licensees' neglect or violation of any federal, state, county or local laws, regulations or ordinances applicable to the Licensees and/or the nature of its performance or arising out of its activities licensed hereby.

Section 5. Defense and Indemnity. Licensees shall defend, indemnify and hold the City harmless against any and all claims, actions, proceedings, and lawsuits arising out of or relating to the access and use of the Property under this License Agreement, excepting gross negligence or misconduct by the City.

Section 6. Term of License. The license or privilege hereby given shall commence at 12:00 am on December 16, 2018 and shall expire and terminate without further notice to either party to the other upon the earlier of the completion of the work by Licensees and their agents, employees and volunteers or 11:59 pm December 16, 2018.

Section 7. Assignment of License; No Sub-Licensing. This License may not be assigned or sub-let to any other party.

Section 8. Termination of License. The City, at its sole discretion and, with or without cause, may, without prejudice to any other rights or remedy it may have, terminate the agreement.

Section 9. New York Law. This License Agreement shall be construed under New York law and any and all proceedings brought by either party arising out of or related to this License shall be brought in the New York Supreme Court, Orange County.

Section 11. Modification of License Agreement. This License Agreement may not be modified except by a writing subscribed by both parties to this Agreement.

Section 12. It is understood and agreed that no vested right in said Property is hereby granted or conveyed from either party to the other, and that the privileges hereby given are subject to any and all encumbrances, conditions, restrictions and reservations upon or under which the parties held said Property prior to the granting of this license.

Section 13. Licensor acknowledges that the maintenance, cleaning, litter removal and related work to the Property shall inure to the benefit of both parties, and shall be satisfactory, adequate and sufficient consideration for the License granted hereunder.

WITNESSETH:

THE CITY OF NEWBURGH
LICENSOR

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

WORLD MISSION SOCIETY CHURCH OF GOD
LICENSEE

By: _____

Approved as to form:

MICHELLE KELSON
Corporation Counsel

City Comptroller

SCHEDULE "A"

1. 18 Johnston Street, Section 30, Block 3, Lot 38 (I am presuming this lot is the location of the make-shift basketball court b/c it is paved)
2. Johnston Street from Broadway north to Third Street
3. Lander Street from Broadway north to Third Street
4. City Terrace from Broadway north to Third Street

RESOLUTION NO.: _____ - 2018

OF

DECEMBER 10, 2018

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH, NEW YORK
SUPPORTING THE 2018 UNITED FUNDING APPLICATION OF RUPCO
TO NEW YORK STATE OFFICE OF HOMES AND COMMUNITY RENEWAL
DIVISION OF HOUSING AND COMMUNITY RENEWAL, TO THE
NEW YORK STATE HOUSING TRUST FUND AND TO
UNITED STATES DEPARTMENT OF THE INTERIOR AND TO NEW YORK STATE
OFFICE OF PARKS, RECREATION AND HISTORIC PRESERVATION**

WHEREAS, The Newburgh Community Land Bank in collaboration with community stakeholders, developers and other governmental agencies has undertaken an aggressive Neighborhood Revitalization Plan (NRP) to plan for the redevelopment of distressed properties so that they may be returned to productive use to improve the quality of life in Newburgh, NY; and

WHEREAS, RUPCO is the region's leading not-for-profit provider of and advocate for quality, affordable housing and community development programs aimed to provide opportunity and revitalize communities creating and maintaining quality, sustainable housing and rental opportunities, inspiring understanding and acceptance of affordable housing initiatives, fostering community development and revitalization, and providing opportunity to people to improve their living standards. RUPCO is a proficient developer of real estate for affordable housing and has responsibly worked to preserve and restore historic properties; and

WHEREAS, Blacc Vanilla Community Foundation (BVCF) is a non-profit social enterprise organization in the City of Newburgh, New York, centering the youth and the underserved at the heart of its programming which is aimed at promoting self-improvement and economic self-sufficiency through training and skill development, while building a community sense of hope; and

WHEREAS, The Newburgh Community Land Bank and RUPCO have established a framework to collaborate on the rehabilitation of vacant distressed parcels and residential properties to create 60-65 units of quality, affordable family housing in the neighborhood bordered by First Street, Broadway, Chambers Street and Dubois Street. Additionally, the Blacc Vanilla Community Foundation and RUPCO have established a framework to collaborate on the rehabilitation of the First United Methodist Church at 245 Liberty Street to create a community hub and service center ("The Project"); and

WHEREAS, The Project will require an application to the Low Income Housing Tax Credit Program, the purpose of which is to provide needed reinvestment funds for the preservation and/or

the creation of high quality affordable housing and community service facilities throughout the State of New York; and

WHEREAS, The Historic Tax credit programs support the preservation efforts of the Land Bank, RUPCO and the Blacc Vanilla Community Foundation in the established historic district of the City of Newburgh and stabilizing housing in these distressed neighborhoods will eliminate neighborhood blight and have a positive impact on job creation, public safety, health and the economy in the City of Newburgh; and

WHEREAS, the City Council of the City of Newburgh finds that supporting the application of RUPCO to the Low Income Housing Tax Credit Program addresses its citizens' needs for quality housing, community service facilities, preservation of historic buildings, and job creation and therefore the application is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, that the City of Newburgh fully supports the 2018 United Funding Application of RUPCO to New York State Office of Homes and Community Renewal, Division of Housing and Community Renewal and New York State Housing Trust Fund to secure state and federal Low Income Housing Tax Credit funding and the Part 1 and 2 Applications to the United States Department of the Interior and to the NYS Office of Parks, Recreation and Historic Preservation for federal and state Historic Tax Credit funding.

LOCAL LAW NO.: _____-2018

OF

DECEMBER 10, 2018

**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 108 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 108 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 ~~104~~ 108% 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 on January 1, 2019 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.

Underlining denotes additions
~~Strikethrough~~ denotes deletions

LOCAL LAW NO.: _____ - 2018

OF

DECEMBER 10, 2018

A LOCAL LAW AMENDING SECTION C3.12 ENTITLED “RESIDENCY REQUIREMENTS” OF THE CODE OF THE CITY OF NEWBURGH

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

SECTION 1 - TITLE

This Local Law shall be referred to as “A Local Law Amending Section C3.12 entitled ‘Residency Requirements’ of the Code of the City of Newburgh”.

SECTION 2 - AMENDMENT

City Charter Section C3.12 entitled “Residency Requirements” is hereby amended as follows:

- A. Purpose. The City Council of the City of Newburgh finds that individuals who are officers and department heads of the City of Newburgh take a greater interest, commitment and involvement in the municipality that employs them by living within that community. The City Council further finds that in order to protect the health safety and welfare of the citizens of the City where emergencies and emergency work arise, it is necessary that the officers and department heads reside in the City. Accordingly, the City Council determines that there is a sufficient public need to require that officers and department heads initially appointed and hired after the effective date of this Section be residents of the City of Newburgh.
- B. Application. This section shall apply to the officers of the City of Newburgh enumerated in Subsection C3.00(B) and (C) of this Article and the City Marshal and Acting City Marshal initially appointed after the effective date of this local law.¹ This section shall not supersede or override any other residency provision existing in state or federal law or existing in the City Charter and Code of Ordinances of the City of Newburgh found to be contrary to the provisions herein. City Charter Section C3.00(D) is hereby repealed by this local law.
- C. Definitions. As used in this section, the following terms shall have the meanings indicated:

OFFICER – includes the City Manager, three Civil Service Commissioners, the City Clerk, the members of the Traffic and Parking Advisory Committee, the Corporation Counsel, the

¹ Local Law No. 3-2018 provided for an effective date of October 15, 2018.

~~Strikethrough~~ denote deletions

Underlining denotes additions

City Comptroller, the City Assessor, the City Collector, the City Purchasing Agent, the City Engineer, the Superintendent of Public Works, the Superintendent of Water, the Police Chief, the Fire Chief, the Building Inspector, the Plumbing Inspector, the Registrar of Vital Statistics, the Deputy Registrar of Vital Statistics, the Parks and Recreation Director, one Planning and Development Director as enumerated in City Charter Section C3.00(B) and (C) initially appointed and hired by the City of Newburgh after the effective date of this local law and the City Marshal and Acting City Marshal initially appointed after the effective date of this local law.

RESIDENCY - a person's usual and customary place of abode where the individual lives and regularly stays, the place where the family of any person permanently resides and the place where any person having no family generally lodges

D. Residency for new officers. Every person initially appointed as an officer of the City of Newburgh after the effective date of this local law shall as a qualification of employment by the City of Newburgh be a resident of the City of Newburgh at the time of initial permanent appointment or become a resident within 90 days of permanent appointment and shall remain a resident of the City of Newburgh as a condition of continued appointment and employment. Except as hereinafter provided, any officer of the City of Newburgh who does not comply with the residency requirements of this Section shall be deemed to have voluntarily resigned.

E. Verification and documentation.

1. The City Council shall be responsible for verifying the compliance with this residency requirement for the City Manager, Civil Service Commissioners, City Clerk and members of the Traffic and Parking Advisory Committee. The City Manager shall be responsible for verifying the compliance with this residency requirement for the remaining officers, except for the City Marshal and Acting City Marshal. The City Court shall be responsible for verifying compliance with this residency requirement for the City Marshal and Acting City Marshal.

2. All relevant sources of verification or documentation must be considered in determining an officer's residence. Where the officer's family permanently resides is a significant factor in determining the officer's residence. The following sources of verification or documentation also should be considered:

Voter's registration
Driver's license
Motor vehicle registration
Utility bills and receipts

~~Strikethrough~~ denote deletions
Underlining denotes additions

Deed
Tax bills and receipts
Contract for sale
Lease or rental agreement
Landlord's affidavit
Insurance policies
Visual verification

F. Waiver.

1. In the event that after a reasonable recruitment period, a municipal officer position covered by this Section cannot be filled by appointing a qualified City resident or a qualified nonresident who is prepared to become a resident within in 90 days of his or her permanent appointment as provided in ~~the provisions of~~ Subsection D of this Section, a waiver of the residency requirements for said position, in whole or in part, will ~~prevent the City from filling the officer positions, one sixty (60) day extension~~ may be granted as follows:
 - a. By the City Council for the Civil Service Commissioners, the City Clerk and the Traffic and Parking Advisory Committee members;
 - b. By the City Manager for the remaining officers, except for the City Marshal and Acting City Marshal; and
 - c. By the City Court for the City Marshal and Acting City Marshal.
2. The person or body authorized to grant the waiver shall certify in writing to the City Council the facts and circumstances supporting the determination to grant the waiver. Such waiver shall apply to such specific individual appointment for which the certification and waiver was granted.

G. Exceptions

1. Notwithstanding any provisions of this Section to the contrary, any person holding an officer position of the City or who is an employee of the City as of the effective date of this local law and who was not a resident of the City as of that date, shall not be required to comply with the requirements of this Section.
2. Nothing herein shall change the residency requirement for any elected City official.
3. Nothing herein shall change the residency requirement of the City Manager as provided in City Charter Section C5.00(C).

~~Strikethrough~~ denote deletions
Underlining denotes additions

SECTION 3 - VALIDITY

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

SECTION 4 - EFFECTIVE DATE

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

~~Strikethrough~~ denote deletions
Underlining denotes additions

RESOLUTION NO.: _____ - 2018

OF

DECEMBER 10, 2018

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
NAMING THE SKATEBOARD PARK
LOCATED IN THE DELANO-HITCH RECREATION PARK
IN HONOR OF ROXIE ROYAL**

WHEREAS, Roxie Royal spent most of her youth in the segregated south; and

WHEREAS, after moving to Newburgh, Ms. Royal became active in the community as the first African-American secretary of the Montgomery Street and Broadway School PTAs; and

WHEREAS, Ms. Royal served as the Chairperson of the City of Newburgh Democratic Committee and supported the campaigns of Mayor Joan Shapiro, the first woman mayor of Newburgh, Mayor Audrey Carey, the first African-American mayor of Newburgh and in New York State, and Orange County Legislator Harvey Burger, the First African-American elected to such office; and

WHEREAS, Ms. Royal's community service also included the New York State's Anti-Drug program and Walk Against Drugs and serving as Secretary of Church Women United; and

WHEREAS, Ms. Royal was an early advocate for, and supporter of, the construction of a skateboard park by the City of Newburgh for the youth of the City of Newburgh, who often lack safe, available and positive activities to fill their free time; and

WHEREAS, it is fitting and appropriate that Ms. Royal's contributions to the Newburgh community and her advocacy on behalf of the youth of the City of Newburgh be permanently memorialized by the City of Newburgh to serve as a reminder of the principles she represents;

NOW, THEREFORE, BE IT RESOLVED, in recognition of Roxie Royal's dedicated service to the Newburgh Community, that the skateboard park located within the Delano-Hitch Recreation Park be dedicated in her honor, as the Roxie Royal Skateboard Park, and that an unveiling of signage indicating this dedication be held, with appropriate ceremony, at a date to be coordinated with Ms. Royal and her family; and that a copy of this resolution be forwarded to her, with greatest respect, from the entire Newburgh City Council; and

BE IT FURTHER RESOLVED, that the City Manager be and he is hereby authorized to effectuate the necessary and appropriate signage in keeping herewith.

RESOLUTION NO.: _____ - 2018

OF

DECEMBER 10, 2018

**A RESOLUTION TO SPONSOR THE CITY OF NEWBURGH
AFRICAN-AMERICAN BLACK PRIDE PARADE AND FESTIVAL**

WHEREAS, the Newburgh African-American Black Pride Parade and Festival will be held on the first weekend in June 2019; and

WHEREAS, the Newburgh African-American Black Pride Parade and Festival is an event designed to celebrate the rich African-American history and culture of the City to bring city residents together in celebration; and

WHEREAS, this City Council finds that supporting the Newburgh African-American Black Pride Parade and Festival as a City-sponsored event is in the best interests of the residents of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York hereby supports and sponsors the Newburgh African-American Black Pride Parade and Festival as a City-sponsored event.

RESOLUTION NO.: _____-2018

OF

DECEMBER 10, 2018

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
CANCELLING THE SECOND WORK SESSION AND
REGULAR MEETING OF DECEMBER 2018**

BE IT RESOLVED, by the Council of the City of Newburgh, New York that a pursuant to City Charter Section C4.01(E) that the second work session of December 20, 2018 and the second regular meeting of December 24, 2018 be and hereby are cancelled.



ORANGE COUNTY
DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENVIRONMENTAL FACILITIES & SERVICES

Erik Denega, P.E., P.M.P.
Commissioner

Peter S. Hammond
Deputy Commissioner

Steven M. Neuhaus
County Executive

P.O. Box 637, 2455-2459 Route 17M
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Tel: (845) 291-2640 Fax: (845) 291-2665

November 2, 2018

Re: Change in Orange County Transfer Station Tip Fees

Dear Solid Waste Hauler:

Orange County's 20-year contract for waste disposal expires November 7th, 2018. The County put out a Request for Bid for new contracts. The cost to the County is increasing significantly therefore our tipping fee has been adjusted:

Solid Waste, Construction and Demolition Debris, Concrete and Municipal Sweeper
Waste will increase to \$104.00 per ton on Thursday November 8, 2018.

Best regards,

Peter S. Hammond
Deputy Commissioner