



CITY OF NEWBURGH
COUNCIL MEETING AGENDA
SESION GENERAL DEL CONSEJAL
September 27, 2021
7:00 PM

Mayor/Alcaldesa

1. Moment of Silence / Momento de Silencio
2. Pledge of Allegiance / Juramento a la Alianza

City Clerk:/Secretaria de la Ciudad

3. Roll Call / Lista de Asistencia

Communications/Comunicaciones

4. Approval of the minutes from the City Council meeting of September 13, 2021 / Aprobacion del Acta de la Reunion General del Consejo del 13 de Septiembre de 2021
5. City Manager Update / Gerente de la Ciudad Pone al Dia a la Audiencia de los Planes de Cada Departamento

Presentations/Presentaciones

6. 2nd Public Hearing for the FY2022 Community Development Block Grant (CDBG) Annual Action Plan (AAP)

There will be a public hearing on Monday, September 27, 2021 to receive comments concerning the City's CDBG FY2022 Annual Action Plan.

Habr  una audiencia p blica el lunes 27 de septiembre de 2021 para recibir comentarios sobre el Plan de Acci n Anual CDBG FY2022 de la Ciudad.

7. Public Hearing - Local Law amending Chapter 276, Article II Outdoor Smoking

There will be a public hearing on Monday, September 27, 2021 to receive comments concerning the proposed Local Law amending Chapter 276 entitled "Tobacco" to change the title to "Tobacco and Marihuana" and to amend Article II entitle "Outdoor Smoking."

Habr  una audiencia p blica el lunes 27 de septiembre de 2021 para recibir comentarios sobre la propuesta de Ley Local que modifica el Cap tulo 276 titulado "Tabaco" para cambiar el t tulo a "Tabaco y Marihuana" y para enmendar el Art culo II titulado "Fumar al aire libre".

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

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

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

8. Resolution No.218 - 2021 - Construction Contract Award for Bid 11.21 - New Drain Outlet at Downing Park and Third Street Storm Sewer

Resolution authorizing the award of a bid and the execution of a contract with TAM Enterprises, Inc. for the construction of the Downing Pond Drain Outlet and Third Street Storm Sewer in an amount not to exceed \$3,100,000.00

Una resolución que autoriza la adjudicación de una licitación y la ejecución de un contrato con TAM Enterprises, Inc. para la construcción de una nueva salida de drenaje en Downing Park Pond y Third Street Storm Sewer por un monto que no exceda los \$ 3,100,000.00.

9. Resolution No. 219 - 2021 - ARCADIS Proposal for Construction Administration Services for the New Drain Outlet at Downing Pond and Third Street Storm Sewer - CWSRF #C3-7332-11-00

Resolution authorizing the City Manager to accept a proposal and execute an agreement for professional construction management engineering services with Arcadis of New York Inc. for the Downing Pond Drain Outlet and Third Street Storm Sewer Project in an amount not to exceed \$222,000.00.

Resolución autorizando al Gerente de la Ciudad a aceptar una propuesta y ejecutar un acuerdo para servicios profesionales de ingeniería de administración de construcción con Arcadis de Nueva York Inc. Para la Salida de Drenaje del Estanque Downing y el Proyecto de Alcantarilla de Tormentas de Third Street en una cantidad que no exceda de \$222.000,00

10. Resolution No. 220 - 2021 - Proposal with QUEST Asbestos Sampling, Variance, and Monitoring at the Wastewater Treatment Plant

Resolution authorizing the City Manager to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. for asbestos sampling, variance and monitoring services at the Wastewater Treatment Plant Headworks Building in an amount not to exceed \$10,000.00.

Resolución que autoriza al Gerente de la Ciudad a aceptar una propuesta y ejecutar un acuerdo con Quality Environmental Solutions & Technologies, Inc. para los servicios de muestreo, variación y monitoreo de asbesto en el Edificio de Obras Centrales de la Planta de Tratamiento de Aguas Residuales por un monto que no exceda los \$10,000.00.

11. Resolution No. 221 - 2021 - ARCADIS Proposal for Engineering Services

Water Filtration Plant Filter & SCADA Upgrades NYSEFC DWSRF No. 18631

Resolution accepting a proposal and authorizing the City Manager to execute a contract with Arcadis of New York, Inc. for additional construction management professional engineering services for the Water Plant SCADA Improvements Project in an amount not to exceed \$45,000.00.

Resolución que acepta una propuesta y autoriza al Gerente de la Ciudad a ejecutar un contrato con Arcadis of New York, Inc. para servicios profesionales adicionales de ingeniería de administración de construcción para el Proyecto de Mejoras SCADA de la Planta de Agua por un monto que no exceda los \$45,000.00.

12. Resolution No. 222 - 2021 - Proposal with Ramboll for Emergency Inspection of Seepage Condition on the New Windsor Dam (Dam ID: 195-2525)

Resolution authorizing the City Manager to accept a proposal and execute a professional engineering services agreement with Ramboll Americas Engineering Solutions, Inc. for an emergency inspection and evaluation of the New Windsor Dam (Dam ID: 195-2525) at a cost of \$25,000.00.

Resolución que autoriza al Gerente de la Ciudad a aceptar una propuesta y ejecutar un acuerdo de servicios profesionales de ingeniería con Ramboll Americas Engineering Solutions, Inc. para una inspección y evaluación de emergencia de la presa New Windsor (ID de presa: 195-2525) a un costo de \$ 25,000.00

13. Resolution No. 223 - 2021 - Budget Transfer from Water Contingency

Resolution amending Resolution No: 282-2020, the 2021 Budget for the City of Newburgh, New York to transfer \$26,757.50 from Water Contingency to Water Distribution – Other Services to fund an emergency water main repair at South William Street.

Resolución que modifica la Resolución No: 282-2020, el Presupuesto 2021 para que la Ciudad de Newburgh, Nueva York transfiera \$ 26,757.50 de Contingencia de Agua a Distribución de Agua - Otros Servicios para financiar una reparación de emergencia de la red de agua en la Calle South William.

14. Resolution No. 224 - 2021 - Budget Transfer from Water Contingency

Resolution amending Resolution No: 282-2020, the 2021 Budget for the City of Newburgh, New York to transfer \$25,000.00 from Water Contingency to Ponds & Reservoirs – Dam Safety Services to fund an emergency engineering inspection and evaluation of the New Windsor Dam (Dam ID: 195-2525) by Ramboll Americas Engineering Solutions, Inc.

Resolución que modifica la Resolución No: 282-2020, el Presupuesto 2021 para que la Ciudad de Newburgh, Nueva York transfiera \$ 25,000.00

de Contingencia de Agua a Estanques y Embalses - Servicios de Seguridad de Presas para financiar una inspección de ingeniería de emergencia y evaluación de la Presa New Windsor (ID de Presa: 195-2525) por Ramboll Americas Engineering Solutions, Inc.

15. Resolution No. 225 - 2021 - IPS Group, Inc - Parking Meters

Resolution authorizing the City Manager to enter into a contract with IPS Group, Inc. for parking meter replacement and expansion.

Resolución que autoriza al Administrador de la Ciudad a celebrar un contrato con IPS Group, Inc. para el reemplazo y expansión de parquímetros.

16. Resolution No. 226 - 2021 - Purchase of 169 Johnston Street

Resolution to authorize the conveyance of real property known as 169 Johnston Street (Section 18, Block 2, Lot 2) at private sale to Garfield A. Bruff d/b/a Boss Building Company for the amount of \$20,000.00.

Resolución para autorizar el traspaso de bienes inmuebles conocidos como 169 Johnston Street (Sección 18, Bloque 2, Lote 2) en venta privada a Garfield A. Bruff d/b/a Boss Building Company por la cantidad de \$20,000.00.

17. Resolution No. 227 - 2021 - Marble Chessboard Project - Vendor Services Agreement with Stuart Sachs

Resolution authorizing the City Manager to enter into an agreement with Stuart Sachs for the fabrication of marble benches and a chess board for public use in Downing Park.

Resolución por la que se autoriza al Administrador de la Ciudad a celebrar un acuerdo con Stuart Sachs para la fabricación de bancos de mármol y un tablero de ajedrez para uso público en el Parque Downing.

18. Resolution No. 228 - 2021 - Apply for and Accept if Awarded \$50,000 for Sculptural Bike Racks from the NYS SAM

Resolution authorizing the City Manager to apply for and accept if awarded a DASNY State and Municipal Facilities Capital Program Grant in the amount of \$50,000.00 for the design and installation of sculptural bike racks in the City of Newburgh.

Resolución que autoriza al Gerente de la Ciudad a solicitar y aceptar si se le otorga una Subvención del Programa de Capital de Instalaciones Estatales y Municipales de DASNY por un monto de \$ 50,000.00 para el diseño e instalación de portabicicletas esculturales en la Ciudad de Newburgh.

19. Resolution No. 229 - 2021 - Board of Assessment Review
Resolution reappointing Daniel Gilbert to the Board of Assessment Review
- Resolución por la que se renombra a Daniel Gilbert para la Revisión de la Junta de Evaluación*
20. Local Law No. 4 - 2021 - Local Law enacting Chapter 287 "Vehicles, Off-road"
Local Law enacting Chapter 287 to the Code of Ordinances of the City of Newburgh entitled "Vehicles, Off-road"
- Ley Local que promulga el Capítulo 287 del Código de Ordenanzas de la Ciudad de Newburgh titulado "Vehículos todoterreno"*
21. Resolution No. 231 - 2021 - Street Naming - Terry LD Williams
Resolution dedicating the intersection of Farrington Street and Liberty Street as Terry "LD" Williams Place.
- Resolución que dedica la intersección de Farrington Street y Liberty Street como Terry "LD" Williams Place*
22. Resolution No. 232 - 2021 Approving a Consent Judgment
A resolution approving the consent judgment and authorizing the City Manager to sign such consent judgment in connection with the tax certiorari proceeding against the City of Newburgh in the Orange County Supreme Court bearing Orange County Index No. EF003930-2020 involving Section 35, Block 2, Lot 39.2 (General Traffic Equipment Corp.)
- Una resolución que apruebe la sentencia de consentimiento y autorice al Gerente de la Ciudad a firmar dicha sentencia de consentimiento en relación con el procedimiento de certificación fiscal contra la Ciudad de Newburgh en la Corte Suprema del Condado de Orange con el Índice del Condado de Orange No. EF003930-2020 que involucra Sección 35, Bloque 2, Lote 39.2 (General Traffic Equipment Corp.)*
23. Resolution No. 233 - 2021 - Approving a Consent Judgment
A resolution approving the consent judgment and authorizing the City Manager to sign such consent judgment in connection with the tax certiorari proceeding against the City of Newburgh in the Orange County Supreme Court bearing Orange County Index No. EF003667-2020 and EF005264-2021 involving Section 34, Block 3, Lot 48 (N & N of Hudson Valley, LLC)
- Una resolución que apruebe la sentencia de consentimiento y autorice al Gerente de la Ciudad a firmar dicha sentencia de consentimiento en relación con el procedimiento de certificación fiscal contra la Ciudad de Newburgh en la Corte Suprema del Condado de Orange con el Índice del*

Condado de Orange No. EF003667-2020 y EF005264-2021 que involucra Sección 34, Bloque 3, Lote 48 (N & N of Hudson Valley, LLC)

24. Resolution No. 234 - 2021 Authorizing a Settlement Agreement

A resolution authorizing the City Manager to execute a settlement agreement in connection with the premises located at 49 Lander Street (Section 23, Block 6, Lot 11)

Una resolución que autoriza al Gerente de la Ciudad a ejecutar un acuerdo de conciliación en relación con las instalaciones ubicadas en 49 Lander Street (Sección 23, Bloque 6, Lote 11)

Old Business: / Asuntos Pendientes

New Business: / Nuevos Negocios

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

Adjournment/ Aplazamiento:

RESOLUTION NO.: 210 - 2021

OF

SEPTEMBER 13, 2021.

A RESOLUTION OPENING A SECOND 30-DAY PUBLIC COMMENT PERIOD AND
SCHEDULING A SECOND PUBLIC HEARING FOR SEPTEMBER 27, 2021
TO RECEIVE PUBLIC COMMENT ON THE CITY OF NEWBURGH'S
PROPOSED ACTIONS WITH RESPECT TO
THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR THE
ANNUAL ACTION PLAN FOR FISCAL YEAR 2022

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

WHEREAS, the City is now preparing a one-year Annual Action Plan for FY 2022 in order to implement various elements of the strategies identified in its Consolidated Plan and must satisfy all statutory requirements, including those related to citizen participation; and

WHEREAS the City has convened and completed a public hearing and 30-day public comment period on its proposed one-year Annual Action Plan for FY 2022 and continues to solicit citizen participation in the preparation of same;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the time for citizen participation is continued by opening a second 30-day period beginning on September 28, 2021 and closing on October 28, 2021 to receive public comment on the City of Newburgh's proposed actions with respect to the Community Development Block Grant Program for the FY 2022 Annual Action Plan; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a second public hearing to receive comments regarding the housing and community development needs of the City of Newburgh and to hear public comment on the City of Newburgh's one-year Annual Action Plan for FY 2022; 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 27th day of September, 2021, in the third floor Council Chambers located at 83 Broadway, City Hall, Newburgh, New York.

I, Lorene Vittek, 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 SEP 13 2021
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 13 day of SEP, 2021

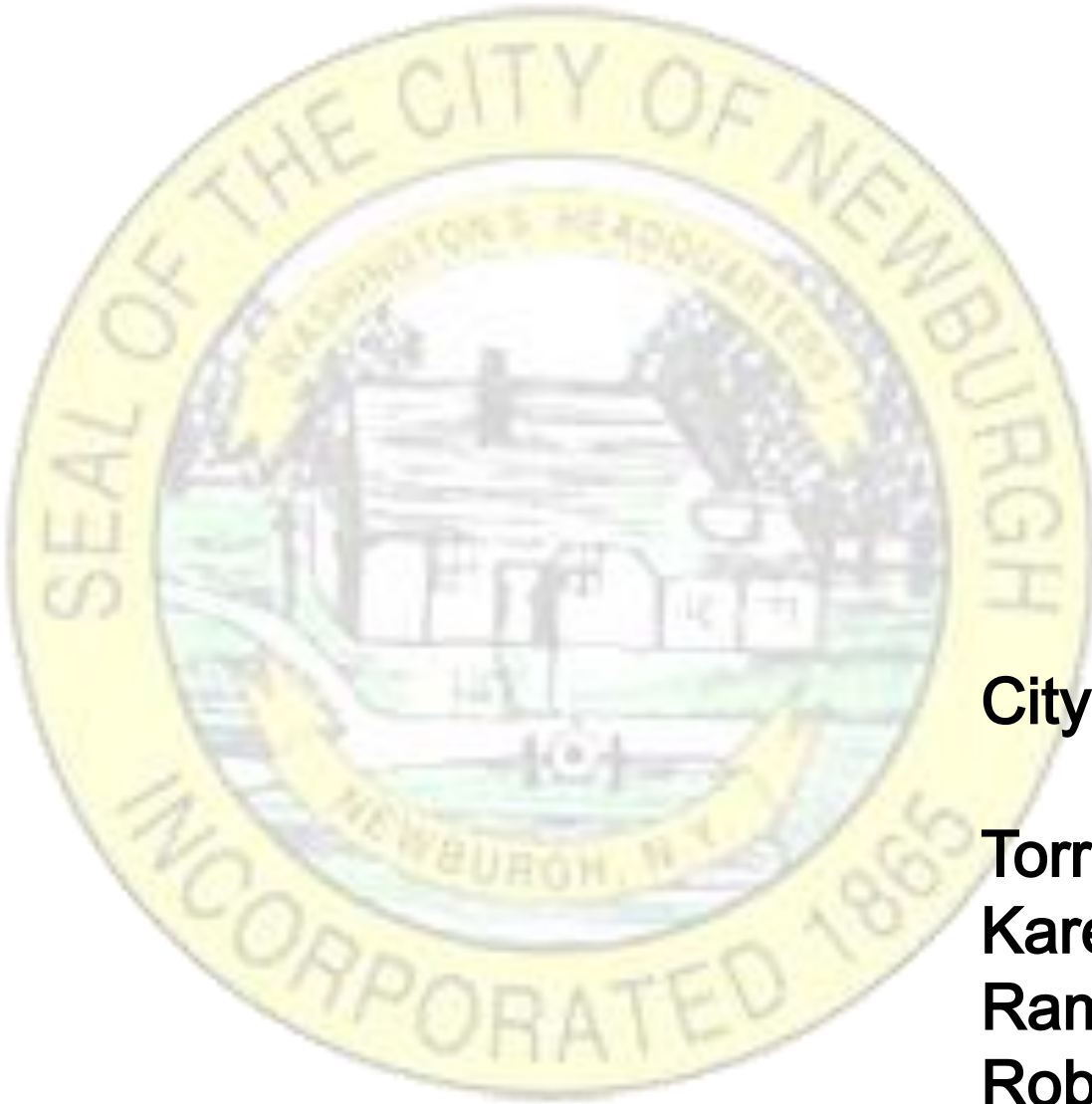
City Clerk



Community Development Block Grant (“CDBG”) FY2022 Annual Action Plan

**Department of Planning &
Development
June, 2021**





City of Newburgh City Council:

Torrance Harvey, Mayor

Karen Mejia, Ward 1

Ramona Monteverde, Ward 2

Robert Sklarz, Ward 3

Patty Sofokles, Ward 4

Anthony Grice, At-Large

Omari Shakur, At-Large

City of Newburgh Community Development Goals - Refresher

- Economic Development without Displacement.
- Enhance outreach and communications with the community.
- Support a climate that values diversity, rewards independence, nourishes creativity, and brings all of us together.

Successful community building requires reestablishing trust, which takes time, patience, outreach and communication.



“CDBG” - Brief Primer



- Community Development Block Grant (CDBG) - Administered by the U.S. Department of Housing and Urban Development (HUD)
- Allocated to local and state governments on a formula basis.
- The City of Newburgh is under the Orange County Consortium (Orange County, City of Newburgh, City of Middletown).
- The City of Newburgh is required to prepare and submit a **Consolidated Plan** that establishes goals for the use of CDBG funds. The new City of Newburgh Consolidated Plan: **FY2020-FY2024**
- Projects **MUST** be consistent with national priorities for CDBG:
 - Activities that benefit low- and moderate-income people;
 - The prevention or elimination of slums or blight; or
 - Community development activities to address an urgent threat to health or safety.



Proposed FY2022 CDBG Projects/Funding

					% Project increase, if HUD allocation greater than proposed (approx.)	% Project decrease, if HUD allocation less than proposed (approx.)
Projects Funded through Entitlement Grant	Priority Need Addressed	Project Name	Proposed Activities (Examples)	Project Funding		
	Housing	Housing	In Rem Property Program: To continue funding the salaries/benefits of 3 City of Newburgh Employees. Also fund materials needed to maintain foreclosed properties, such as snow shovels, weed wackers, locks/keys.	\$230,000.00	No Increase	10%
	Housing	Housing	Home Repair Assistance Program, performed through a City of Newburgh Housing Partner.	\$50,000.00	25%	10%
	Infrastructure Improvements	Infrastructure Improvements	To continue funding Curb Ramp & Sidewalk Improvements project.	\$300,000.00	25%	25%
	Infrastructure Improvements	Public Facility Improvements	Public Accessibility Improvements to City of Newburgh Buildings.	\$40,000.00	25%	20%
	Economic Development	Economic Development	Examples of Economic Development Activities: Business Façade and signage, Workforce Training.	\$75,000.00	15%	10%
	Quality of Life Improvements	Neighborhood Services	Public Service Activity, Subject to 15% Annual Allocation Cap, Examples of Activities: Summer Film Festival, Health Outreach Initiatives, National Night Out (Activities Subject to City of Newburgh operational approval).	\$25,000.00	10%	20%
	Administration	Administration	Program Administration, Staff Salary and Benefits, language translation services, program operating costs (including mailings), program trainings/conference.	\$135,000.00	No Increase	5%
Proposed Total FY2022 Allocation				\$855,000.00		



Contingency Funding

If the actual annual allocation amount exceeds the proposed estimate, the project budgets will increase by:

	Priority Need Addressed	Project Name	Proposed Activities (Examples)	% Project increase, if HUD allocation greater than proposed (approx.)
Projects Funded through Entitlement Grant	Housing	Housing	In Rem Property Program: To continue funding the salaries/benefits of 3 City of Newburgh Employees. Also fund materials needed to maintain foreclosed properties, such as snow shovels, weed wackers, locks/keys.	No Increase
	Housing	Housing	Home Repair Assistance Program, performed through a City of Newburgh Housing Partner.	25%
	Infrastructure Improvements	Infrastructure Improvements	To continue funding Curb Ramp & Sidewalk Improvements project.	25%
	Infrastructure Improvements	Public Facility Improvements	Public Accessibility Improvements to City of Newburgh Buildings.	25%
	Economic Development	Economic Development	Examples of Economic Development Activities: Business Façade and signage, Workforce Training.	15%
	Quality of Life Improvements	Neighborhood Services	Public Service Activity, Subject to 15% Annual Allocation Cap, Examples of Activities: Summer Film Festival, Health Outreach Initiatives, National Night Out (Activities Subject to City of Newburgh operational approval).	10%
	Administration	Administration	Program Administration, Staff Salary and Benefits, language translation services, program operating costs (including mailings), program trainings/conference.	No Increase

Contingency Funding

If the actual annual allocation amount is less than the proposed estimate, the project budgets will decrease by:

	Priority Need Addressed	Project Name	Proposed Activities (Examples)	% Project decrease, if HUD allocation less than proposed (approx.)
Projects Funded through Entitlement Grant	Housing	Housing	In Rem Property Program: To continue funding the salaries/benefits of 3 City of Newburgh Employees. Also fund materials needed to maintain foreclosed properties, such as snow shovels, weed wackers, locks/keys.	10%
	Housing	Housing	Home Repair Assistance Program, performed through a City of Newburgh Housing Partner.	10%
	Infrastructure Improvements	Infrastructure Improvements	To continue funding Curb Ramp & Sidewalk Improvements project.	25%
	Infrastructure Improvements	Public Facility Improvements	Public Accessibility Improvements to City of Newburgh Buildings.	20%
	Economic Development	Economic Development	Examples of Economic Development Activities: Business Façade and signage, Workforce Training.	10%
	Quality of Life Improvements	Neighborhood Services	Public Service Activity, Subject to 15% Annual Allocation Cap, Examples of Activities: Summer Film Festival, Health Outreach Initiatives, National Night Out (Activities Subject to City of Newburgh operational approval).	20%
	Administration	Administration	Program Administration, Staff Salary and Benefits, language translation services, program operating costs (including mailings), program trainings/conference.	5%

Project: Housing

Proposed Activities:

- In Rem Property Program
- Homeowner Repair Assistance Program
(Implemented by City of Newburgh
Housing Partner)



Proposed Housing Activity: In Rem Property Program

Budget: \$230,000.00

Description:

- Activity staffed by 2 full-time Department of Public Works employees and 1 employee of the Planning & Development Department dedicated to the in rem program.
- Provides maintenance and security of vacant properties. Keeps properties habitable, neighborhoods looking good, maintains/increases property values.

Proposed Housing Activity: Home Repair Assistance Program

Budget: \$50,000.00

Description:

- Funding for Light Home Repair Assistance Program for Low/Moderate Income City of Newburgh Homeowners.* Implemented through City of Newburgh Housing Partner.

* Light repairs, such as railings, steps, etc.



Proposed Infrastructure Improvements

Activity: Curb Ramp and Sidewalk Upgrades

Budget: \$300,000.00

Description:

- Funding to continue funding Curb Ramp & Sidewalk Improvements project.

Proposed Infrastructure Improvements

Activity: Public Facility Improvements

Budget: \$40,000.00

Description:

- Funding for Public Accessibility Improvements to City of Newburgh Buildings.

Proposed Economic Development Activity:

Business Assistance

Budget: \$75,000.00

Description:

- Funding for business assistance such as Business Façade and Signage grants, Workforce Training.

Proposed Quality of Life Activity: Neighborhood Services

Budget: \$25,000.00

Description (Anticipated Services):

- 2022 Summer Film Festival
- Health Outreach Initiative
- National Night Out

Important: Public Service Activity, subject to 15% Annual Allocation Cap.



Proposed Activity: Administration

Budget: \$135,000.00

Description:

- Funding for program administration, staff salary and benefits, language translation services, program operating costs (including mailings), program trainings/conference.

FY2022 CDBG AAP Timeline



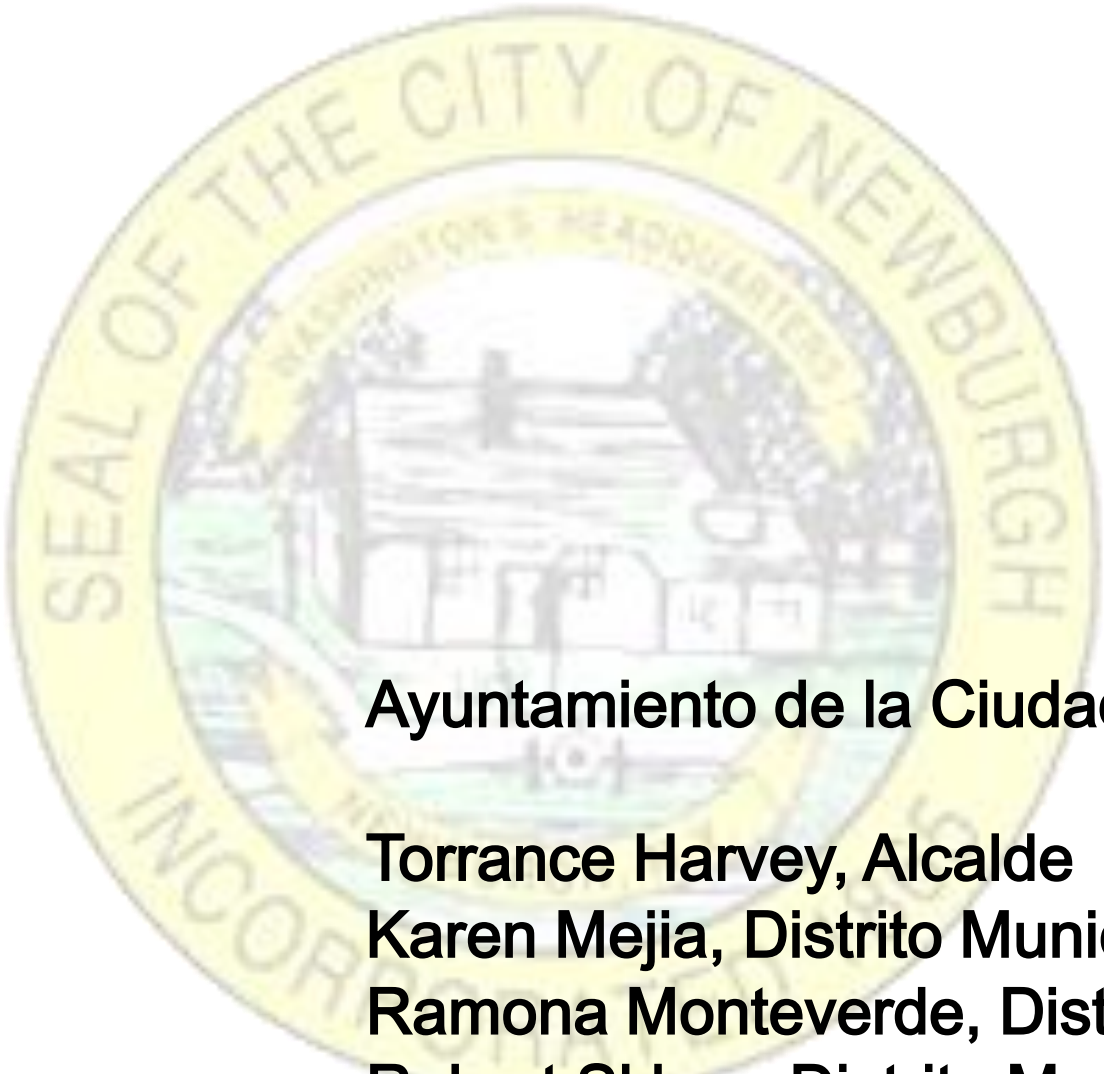
FY 2022 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECTS TIMELINE

The seal of the City of Newburgh is a circular emblem. The outer ring is yellow with the text "SEAL OF THE CITY OF NEWBURGH" at the top and "INCORPORATED 1808" at the bottom. The inner circle features a landscape with a river, a bridge, and a building, with the text "WASHINGTON'S HEADQUARTERS" above the building.

Subvención en Bloque para el Desarrollo de la Comunidad ("CDBG")

Año Fiscal-2022 Plan Anual de Acción

**Departamento de Planeamiento
y Desarrollo
Junio de 2021**



Ayuntamiento de la Ciudad de Newburgh:

Torrance Harvey, Alcalde

Karen Mejia, Distrito Municipal 1

Ramona Monteverde, Distrito Municipal 2

Robert Sklarz, Distrito Municipal 3

Patty Sofokles, Distrito Municipal 4

Anthony Grice, Representante Independiente

Omari Shakur, Representante Independiente

Metas para el Desarrollo Comunitario de la Ciudad de Newburgh - Actualización

- Desarrollo Económico sin Desplazamiento.
- Mejorar el alcance y comunicaciones con la comunidad.
- Apoyar un ambiente que valore la diversidad, recompense la independencia, alimente la creatividad, y nos reúna a todos.

El éxito de la construcción de una comunidad requiere reestablecer la confianza; lo que lleva tiempo, paciencia, comunicación y la inclusión de todos.



“CDBG” – Breve Introducción



- Subvención en Bloque para el Desarrollo de la Comunidad (CDBG) - Administrado por el Departamento de Vivienda y Desarrollo Urbano de Estados Unidos (HUD).
- Adjudicado a los gobiernos locales y estatales sobre la base de una fórmula.
- La Ciudad de Newburgh está bajo el Consorcio del Condado de Orange (Condado de Orange, Ciudad de Newburgh, Ciudad de Middletown).
- Se requiere que la Ciudad de Newburgh prepare y presente un **Plan General** que establezca metas para el uso de los fondos CDBG. El nuevo Plan General de la Ciudad de Newburgh: **Año Fiscal-2020 - Año Fiscal-2024**.
- Los proyectos DEBEN ser consistentes con las prioridades nacionales del CDBG:
 - Actividades que beneficien a las personas de bajos-o-moderados ingresos;
 - La prevención o eliminación de barriadas precarias o barrios arruinados; o
 - Las actividades de desarrollo de la comunidad que abarquen las amenazas urgentes a la salud o seguridad.



Propuesta: Año Fiscal-2022 CDBG

Proyectos/Financiación

	Necesidad Prioritaria Abordada	Nombre del Proyecto	Actividades Propuestas (Ejemplos)	Fondos del Proyecto	% de Incremento del Proyecto, si la adjudicación de HUD es mayor a la propuesta (aprox.)	% de Disminución del Proyecto, si la adjudicación de HUD es menor a la propuesta (aprox.)
Proyectos Financiados a través de una Adjudicación de Subvención por Derecho (Entitlement)	Vivienda	Vivienda	En-Efecto Programa de Propiedades: Para continuar financiando los salarios/beneficios de 3 Empleados de la Ciudad de Newburgh. Además financiar los materiales necesarios para mantener las propiedades en ejecución hipotecaria, como ser, palas quitanieve, recortadoras de hierba, cerraduras/llaves.	\$230,000.00	Sin Incremento	10%
	Vivienda	Vivienda	Programa de Asistencia a Reparaciones en los Hogares, desempeñado a través de una Organización para la Vivienda Asociada con la Ciudad de Newburgh.	\$50,000.00	25%	10%
	Mejoramientos de Infraestructura	Mejoramientos de Infraestructura	Para continuar la financiación del proyecto de Mejoramiento de Aceras y Rampas en Bordillos.	\$300,000.00	25%	25%
	Mejoramientos de Infraestructura	Mejoramientos de Instalaciones Públicas	Mejoramientos del Acceso Público a Edificios de la Ciudad de Newburgh	\$40,000.00	25%	20%
	Desarrollo Económico	Desarrollo Económico	Ejemplos de Actividades para Desarrollo Económico: Fachadas y Carteles de Negocios, Entrenamiento del Personal.	\$75,000.00	15%	10%
	Mejoramientos de Calidad de Vida	Servicios a los Barrios	Actividad de Servicio Público, Sujeta a un Límite de 15% de Adjudicación Anual. Ejemplos de Actividades: Festival de Cine de Verano, Iniciativas de Extensión Comunitaria para la Salud, Noche Nacional de Salida (Sujeta a la aprobación de las operaciones de la Ciudad de Newburgh).	\$25,000.00	10%	20%
	Administración	Administración	Programa de Administración, Salario y Beneficios del Personal, servicios de traducción, costes de operación del programa (incluyendo correos), entrenamientos del programa/conferencias.	\$135,000.00	No Increase	5%
	Adjudicación Total Propuesta para el Año Fiscal 2022			\$855,000.00		

Financiación de Contingencia

Si el monto de la actual adjudicación anual excede el estimado propuesto, el presupuesto del proyecto se incrementará en:

				% de incremento del proyecto, si la adjudicación HUD es mayor a la propuesta (aprox.)
Necesidad Prioritaria Abordada				
Nombre del Proyecto				
Actividades Propuestas (Ejemplos)				
Proyectos Financiados a través de una Adjudicación de Subvención por Derecho (entitlement)	Vivienda	Vivienda	En-Efecto Programa de Propiedades: Para continuar financiando los salarios/beneficios de los Empleados de la Ciudad de Newburgh. Además, financiar los fondos para los materiales necesarios para mantener las propiedades en ejecución hipotecaria, como ser, palas quitanieve, recortadoras de hierba, cerraduras/llaves.	Sin incremento
	Vivienda	Vivienda	Programa de Asistencia para Reparación de Hogares, desempeñado a través de una Organización para la Vivienda Asociada en la Ciudad de Newburgh.	25%
	Mejoramientos de Infraestructura	Mejoramientos de Infraestructura	Para continuar la financiación del proyecto de Mejoramiento de Aceras y Rampas en Bordillos.	25%
	Mejoramientos de Infraestructura	Mejoramiento de Instalaciones Públicas	Mejoramiento de Accesos a Edificios Públicos de la Ciudad de Newburgh.	25%
	Desarrollo Económico	Desarrollo Económico	Ejemplos de Actividades de Desarrollo Económico: Fachadas y Carteles de Negocios, Entrenamiento de Fuerzas de Trabajo.	15%
	Mejoramientos de Calidad de Vida	Servicios en los Barrios	Actividades de Servicio Público, Sujetas al Límite del 15% de la Adjudicación Anual. Ejemplos de Actividades: Festival de Cine de Verano, Iniciativas de Extensión Comunitaria de Salud, Noche Nacional de Salida. Actividades Sujetas a la aprobación operativa de la Ciudad de Newburgh).	10%
	Administración	Administración	Administración del Programa, Salario y Beneficios del Personal, servicios de Traducción de Idioma, costes de Operación del programa (incluyendo correo), Programas de Entrenamientos/conferencia.	Sin incremento

Financiación de Contingencia

Si el monto de la actual adjudicación anual es menor al estimado propuesto, el presupuesto del proyecto se disminuirá en:

				% Disminución del proyecto, si la adjudicación HUD es menor a la propuesta (aprox.)
Proyectos Financiados a través de una Adjudicación de Subvención por Derecho (Entitlement)	Necesidad Prioritaria Abordada	Nombre del Proyecto	Actividades Propuestas (Ejemplos)	
	Vivienda	Vivienda	En-Efecto Programa de Propiedades: Para Continuar financiando los salarios/beneficios de los Empleados de la Ciudad de Newburgh. Además, financiar los materiales necesarios para el mantenimiento de propiedades en ejecución hipotecaria, como ser palas de quitanieve, recortadoras de hierba, cerraduras/llaves.	10%
	Vivienda	Vivienda	Programa de Asistencia de la Reparación de Hogares, Desempeñado a través de una Organización para la Vivienda Asociada con la Ciudad de Newburgh.	10%
	Mejoramiento de Infraestructuras	Mejoramiento de Infraestructuras	Para Continuar financiando el Proyecto de Mejoramiento de Aceras y Rampas en Bordillos.	25%
	Mejoramiento de Infraestructuras	Mejoramiento de Instalaciones Públicas	Mejoramiento de Accesos a los Edificios Públicos de la Ciudad de Newburgh.	20%
	Desarrollo Económico	Desarrollo Económico	Ejemplos de Actividades de Desarrollo Económico: Fachadas y Carteles de Negocios, Entrenamiento de Personal.	10%
	Mejoramiento de la Calidad de Vida	Servicios en los Barrios	Actividades de Servicios Públicos, Sujeto al límite de 15% de Adjudicación Anual, Ejemplos de Actividades: Festival de Cine de Verano, Iniciativas de Extensión Comunitaria de Salud, Noche Nacional de Salida, Actividades Sujetas a la aprobación operativa de la Ciudad de Newburgh).	20%
	Administración	Administración	Administración del Programa, Salario y Beneficios del Personal, servicios de traducción de lenguaje, Costes de Operación del programa (incluyendo correo), Programa de entrenamientos/conferencia.	5%

Proyecto: Vivienda

Actividades Propuestas:

- En-Efecto Programa de Propiedades
- Programa de Asistencia al Propietario para la Reparación de su Hogar (Implementado por una Organización para la Vivienda Asociada con la Ciudad de Newburgh)

Actividad de Vivienda Propuesta: En-Efecto Programa de Propiedades

Presupuesto: \$230,000.00

Descripción:

- Actividad desempeñada por 2 empleados a tiempo completo del Departamento de Obras Públicas y 1 empleado de Planeamiento y Desarrollo dedicado al programa en-efecto.
- Provee mantenimiento y seguridad a las propiedades vacantes. Mantiene las propiedades habitables, el buen aspecto de los barrios, mantiene/incrementa el valor de las propiedades.

Actividad de Vivienda Propuesta: Programa de Asistencia para la Reparación de Hogares

Presupuesto: \$50,000.00

Descripción:

- Financiación del Programa de Asistencia para Reparaciones Menores del Hogar para propietarios de Bajos/Moderados Ingresos de la Ciudad de Newburgh.* Implementado a través de una Organización para la Vivienda Asociada con la Ciudad de Newburgh.

* Reparaciones menores, como ser, pasamanos, escalones, etc.



Actividad Propuesta para Mejoramiento de Infraestructura: Mejoramiento de Aceras y Rampas en Bordillos.

Presupuesto: \$300,000.00

Descripción:

- Fondos para continuar la financiación del proyecto de Mejoramiento de Aceras y Rampas en Bordillos.

Actividad Propuesta de Mejoramientos de Infraestructura: Mejoramientos de Instalaciones Públicas

Presupuesto: \$40,000.00

Descripción:

- Mejoramiento del Acceso Público a los Edificios de la Ciudad de Newburgh.

Actividad de Desarrollo Económico

Propuesta: Asistencia a Negocios

Presupuesto: \$75,000.00

Descripción:

- Financiación para la asistencia a negocios, como ser, subvenciones para Fachadas y Carteles, Entrenamiento a Fuerzas de Trabajo.

Actividad Propuesta para Calidad de Vida: Servicios en los Barrios

Presupuesto: \$25,000.00

Descripción (Servicios Anticipados):

- 2022 Festival de Cine de Verano
- Iniciativa de Extensión Comunitaria de Salud
- Noche Nacional de Salida

Importante: La Actividad de Servicio Público,
está sujeta al 15% de límite de Adjudicación
Anual.



Actividad Propuesta: Administración

Presupuesto: \$135,000.00

Descripción:

- Financiamiento del programa de administración, salario y beneficios del personal, servicios de traducción de lenguaje, costes operativos del programa (incluyendo correo), programa de entrenamientos/conferencia.

Línea del Tiempo del Año Fiscal-2022

CDBG - Plan Anual de Acción (AAP)



**Año Fiscal-2022 - SUBVENCIÓN EN BLOQUE PARA EL
DESARROLLO DE LA COMUNIDAD (CDBG)
LÍNEA DEL TIEMPO DE LOS PROYECTOS**

RESOLUTION NO.: 216 - 2021

OF

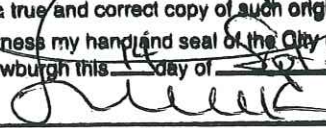
SEPTEMBER 13, 2021

RESOLUTION SCHEDULING A PUBLIC HEARING FOR SEPTEMBER 27, 2021
TO HEAR PUBLIC COMMENT CONCERNING A LOCAL LAW AMENDING
CHAPTER 276 ENTITLED "TOBACCO" OF THE CODE OF ORDINANCES
OF THE CITY OF NEWBURGH TO CHANGE THE CHAPTER TITLE
TO "TOBACCO AND MARIHUANA", AND
TO AMEND ARTICLE II ENTITLED "OUTDOOR SMOKING"

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 Chapter 276 entitled 'Tobacco' of the Code of Ordinance of the City of Newburgh to change the chapter title to "Tobacco and Marihuana", and to amend Article II entitled 'Outdoor Smoking'; 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 27th day of September, 2021, in the 3rd Floor Council Chambers, 83 Broadway, City Hall, Newburgh, New York.

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 September 13, 2021
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 14 day of September, 2021



City Clerk

LOCAL LAW NO.: _____ - 2021

OF

_____, 2021

**A LOCAL LAW AMENDING CHAPTER 276 ENTITLED “TOBACCO”
OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH
TO AMEND THE CHAPTER TITLE AS “TOBACCO AND MARIHUANA”,
AND TO AMEND ARTICLE II ENTITLED “OUTDOOR SMOKING”**

BE IT ENACTED, by the Council of the City of Newburgh, New York that Chapter 276 “Tobacco” be and is hereby amended to amend the chapter title as “Tobacco and Marihuana” and to amend Article II entitled “Outdoor Smoking” as follows:

SECTION 1 - TITLE

This Local Law shall be referred to as “A Local Law amending Chapter 276 entitled ‘Tobacco’ of the Code of Ordinances of the City of Newburgh to amend the chapter title to ‘Tobacco and Marihuana’ and to amend Article II entitled ‘Outdoor Smoking’”.

SECTION 2 - PURPOSE AND INTENT

On March 31, 2021, Governor Cuomo signed into law Chapter 92 of the Laws of 2021, known as “The Marihuana Regulation and Taxation Act” (MRTA). Nothing in the MRTA is intended to limit the authority of local government to allow smoking cannabis/marihuana in any location where smoking tobacco is prohibited. The primary purpose of this local law is to amend Article II of Chapter 276 to add cannabis/marihuana to the prohibition of smoking and vaping in outdoor and other public spaces to reduce exposure to second-hand smoke to the general public and youth in locations where they are likely to be present.

SECTION 3 - AMENDMENT

Chapter 276 of the Code of Ordinances of the City of Newburgh is hereby amended to amend the chapter title to “Tobacco and Marihuana” and to amend Article II entitled “Outdoor Smoking” to read as follows:

CHAPTER 276 TOBACCO AND MARIHUANA

ARTICLE II. Outdoor Smoking

§ 276-11. Legislative authority.

- A. Pursuant to the New York State Constitution, the City Council of the City of Newburgh may adopt and amend laws pertaining to the protection, conduct, safety, health and well-being of the persons and property in the City.
- B. The Clean Indoor Air Act, adopted by the New York State Legislature as Public Health Law, Article 13-E, §1399-n et seq., addresses indoor smoking only and specifically provides that “nothing herein shall be construed to restrict the right of any county, city, town, or village to adopt and enforce additional local law, ordinances or regulations which comply with at least the minimum applicable standards set forth in this article.”
- C. The Marihuana Regulation and Taxation Act (“MRTA”), adopted by the New York State Legislature as Cannabis Law, Chapter 7-A, provides that nothing in the MRTA is intended to limit the authority of any government agency to allow smoking cannabis in any location where smoking tobacco is prohibited.

§ 276-12. Definitions.

As used in this Chapter, the following terms shall have the meanings indicated:

CANNABIS PRODUCT or CANNABIS-RELATED PRODUCT means any product containing cannabis or hemp, as those terms are defined in the MRTA, that are used or intended for the purpose of smoking or inhaling. “Cannabis Product” or “Cannabis-Related Product” does not include any product that has been excluded from the definition of cannabis or hemp by the MRTA or approved by the U.S. Food and Drug Administration, pursuant to its authority over drugs and devices, for sale as a drug product or for other medical purposes and is being marketed and sold solely for that approved purpose.

CHILDREN means persons under the age of 18 years.

CITY-OWNED BUILDING means any structure owned by the City of Newburgh, except for any vacant structure not used for municipal purposes and any such structure that is subject to a written lease to another party, provided such lease was entered into prior to the effective date of this chapter and provided such lease does not give the City the authority to regulate outdoor smoking on the leased premises.

E-CIGARETTE means any electronic device composed of a mouthpiece, heating element, battery and electronic circuits that provides a vapor of liquid nicotine, cannabis product, or cannabis-related product, and/or other substances mixed with propylene glycol to the user as he or she simulates smoking. This term shall include such devices whether they are manufactured as e-cigarettes, e-cigars, e-pipes or under any other product name.

ENTRANCE means the location by which persons may enter a building, typically consisting of a door or doorway, which may be associated with a stoop or steps and/or a ramp and for the purposes of this chapter, "entrance" includes the stoop, steps or ramp leading from the sidewalk or pavement to such a door or doorway.

Underlining denotes additions
~~Strikethrough~~ denote deletions

EXIT means the location by which persons may leave a building, typically consisting of a door or doorway, which may be associated with a stoop or steps and/or a ramp and for the purposes of this chapter, "exit" includes the stoop, steps or ramp leading from the sidewalk or pavement to such a door or doorway.

FACILITY means the structures and activity areas, which may be partially enclosed or unenclosed, associated with an operation (which operation may be governmental, recreational, educational, commercial or of another type).

MASS TRANSIT SHELTER means a structure that has a roof and intended for use by persons waiting for a bus or other mass transit vehicle.

MOBILE VENDING means an activity consisting of the offering of goods and/or services for sale from a nonpermanent base of operations, including but not necessarily limited to a cart, kiosk, table or vehicle.

OUTDOOR DINING means an activity consisting of the provision of facilities that are available to members of the public (with or without payment) for eating and/or drinking in an area that is not fully enclosed by a permanent structure (walls, roof, etc.).

OUTDOOR RECREATION AREA means an area that is not fully enclosed and that is designated for recreational purposes or activities.

PAVILION means a structure that is at least partially unenclosed (for example, with open sides) and that is intended for public use.

PERMIT means written permission for an activity proposed to be conducted on property of the City of Newburgh, including any conditions placed upon such permission, issued and signed by the appropriate regulatory authority of the City.

PLAYGROUND means an outdoor recreation area that is designed and intended for use by children and for the purposes of this chapter, a playground that is fenced or otherwise physically demarcated shall be deemed to include all of the area inside such fence or demarcation; a playground that is not fenced or otherwise demarcated shall be deemed to include all open space that is associated with or adjacent to it.

PLAYING FIELD means that portion of an outdoor recreation area that is set up and marked in some way for the playing of one or more specific games (such as baseball, football or soccer) and for the purposes of this chapter, a playing field that is fenced or the outside perimeter of which is otherwise physically demarcated shall be deemed to include all of the area inside such fence or demarcation, together with any bleachers or other, designated viewing area; a playing field that is not fenced or otherwise demarcated (as to its outside perimeter) shall be deemed to include all of

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~~Strikethrough~~ denote deletions

the area customarily required for playing the game for which it is being used, together with any bleachers or other designated viewing area.

SMOKE means the emission produced by the burning of a tobacco product or tobacco-related product, cannabis product or cannabis-related product, or the heating of an e-cigarette which creates a vapor.

SMOKING means the burning of a tobacco product or tobacco-related product, cannabis product or cannabis-related product, or the heating or ignition of an e-cigarette which creates a vapor.

TOBACCO PRODUCT or TOBACCO-RELATED PRODUCT means any manufactured product containing tobacco or nicotine, including but not limited to cigarettes, cigars, pipe tobacco, snuff, chewing tobacco, dipping tobacco, bidis, snus, shisha, powdered and/or dissolvable tobacco products, liquid nicotine and electronic cigarette cartridges, whether packaged or not; any packaging that indicates it might contain any substance containing tobacco or nicotine; or any object utilized for the purpose of smoking or inhaling tobacco or nicotine products. ~~However,~~ “Tobacco Product” or “Tobacco-Related Product” does not include any product that has been approved by the U.S. Food and Drug Administration, pursuant to its authority over drugs and devices, for sale as a tobacco use cessation product or for other medical purposes and is being marketed and sold solely for that approved purpose.

§ 276-13. Outdoor smoking prohibited in certain public places.

Smoking shall not be permitted and no person shall smoke in the following outdoor areas:

A. Smoking shall be prohibited in the following City parks:

Downing Park (the area between and bounded on the north by South Street; on the east by Dubois Street; on the south by Third Street and on the west by Robinson Avenue; as shown on the Tax Map of the City of Newburgh as Section 17, Block 9, Lot 1 and Section 17, Block 10, Lot 1)

Delano-Hitch Recreation Park, including the Activity Center, Stadium, Skateboard Park, Aquatic Center and Athletic Fields, (the area between and bounded on the north by Washington Street; on the east by Robinson Avenue; on the south by South William Street and on the west by Lake Street; as shown on the Tax Map of the City of Newburgh as Section 34, Block 4, Lot 1.22)

Newburgh Landing Park (the area between and bounded on the north by Fourth Street, on the west by Front Street, on the east by the Hudson River and on the south by Third Street)

Underlining denotes additions

~~Strikethrough~~ denote deletions

Clinton Square Park (the area between and bounded on the south by Third Street, on the east by Bush Avenue, on the north by Bush Avenue and on the west by Fullerton Avenue)

Ward Brothers Memorial Rowing Park (the area beginning at the intersection of Renwick Street and River Street, along the former line of the Newburgh-New Windsor Turnpike, along the westerly boundary of the Wastewater Treatment Plant property, as shown on the Tax Map of the City of Newburgh as Section 49, Block 1, Lot 5.1)

Hasbrouck Street Park (10-14 Hasbrouck Street, as shown on the Tax Map of the City of Newburgh as Section 38, Block 3, Lot 35.1)

Tyrone H. Crabb Memorial Park (Grand Street and South Street, as shown on the Tax Map of the City of Newburgh as Section 12, Block 2, Lot 6)

Audrey L. Carey Family Park (Liberty Street, as shown on the Tax Map of the City of Newburgh as Section 18, Block 8, Lot 1.2)

B. Smoking shall be prohibited in the following outdoor recreation areas:

Lily Street Tennis Courts (Lily Street, as shown on the Tax Map of the City of Newburgh as Section 16, Block 2, Lot 1)

Gidney Avenue Basketball Court (Gidney Avenue, as shown on the Tax Map of the City of Newburgh as Section 11, Block 4, Lot 34.1)

Washington Street Boat Launching Ramp (foot of Washington Street)

Frank Masterson Recreation Area

C. Smoking shall be prohibited in other areas or at events where persons cannot readily escape nearby second-hand smoke, as follows:

1. Within any outdoor dining area, whether covered or not, located on City-owned property as follows:
 - a. Within any seating area for outdoor dining and/or drinking associated with a bar or restaurant that is on City property and subject to a City license and that is in use for that purpose; and
 - b. Within any seating area for outdoor dining and/or drinking, established or maintained by the City or its agent, that is in use for that purpose.

2. On any public property that is within 25 feet of the area occupied by a mobile vending cart or other mobile vendor operating on City-owned or City-leased property.
3. At outdoor events on City-owned property, as follows:
 - a. Within the outdoor seating and viewing areas for open-air concerts, dances, parades, other performances, lectures, motion-picture or video presentations or similar open-air presentations for which a permit from the City is required and when in use for that purpose.
 - b. Within the outdoor seating and viewing areas associated with unenclosed or partially enclosed sports areas or similar open-air recreational facilities.
 - c. During outdoor festivals, block parties and similar events on public property, for which a permit from the City is required, that will involve the concentration of persons in small or constrained spaces. For such an event, smoking is prohibited within the area covered by the City permit, except within a designated smoking area as described in subsection C(3)(d), below.
 - d. If the sponsor of an outdoor event (per subsection C(3)(a), (b) or (c) above) wishes to allow smoking at the event, the sponsor must propose and request from the City a designated smoking area associated with the event, which must be so marked, may not be in a permanently smoke-free area and would result in little or no direct exposure of nonsmokers to second-hand smoke; if no such exception is requested and granted, the event must be entirely smoke free.
4. Any licensee or permit holder for an outdoor dining area, vending or outdoor event on City-owned property shall be required to inform members of the public of applicable restrictions on outdoor smoking (for example, through signs posted on a mobile vending cart, at the perimeter of an outdoor dining area or outdoor event and/or in the publicity for an event).

D. Smoking shall be prohibited in certain other areas, as follows:

1. Outside City-owned buildings, as follows: at all times, on any public property within 25 feet of any entrance or exit or window or ventilation intake for any building owned by the City of Newburgh.
2. Inside, or on any public property within 25 feet of, any mass transit shelter.
3. At facilities leased or licensed to others, as follows:
 - a. Whenever the City is negotiating a new or renewed lease or license for use of City land or buildings, the City shall include in such lease or license a provision that will apply outdoor smoking rules comparable to those for other, comparable City property (as set forth herein)
 - b. As for existing leases, where this chapter would not apply automatically, the City shall ask such lessees to agree (voluntarily) to operate the outdoor areas of the leased premises in a manner that is consistent with City regulation of smoking in comparable outdoor areas.

Underlining denotes additions

~~Strikethrough~~ denote deletions

§ 276-14. Penalties for offenses.

Any person found to be in violation of any provision of this Article by smoking in an area where outdoor smoking is hereby prohibited shall be guilty, upon conviction, of an offense punishable by a fine of not less than \$50.00 for the first violation; not more than \$100.00 for a second violation; and not more than \$250.00 for the third and each subsequent violation. Each day on which a violation occurs shall be considered a separate and distinct violation.

§ 276-15. Severability.

The provisions of this Local Law are declared to be severable, and if any section or subsection of this Article is held to be invalid, such invalidity shall not affect the other provisions of this Article that can be given effect without the invalidated provision.

SECTION 4 - SEVERABILITY

The provisions of this Local Law are separable and if any provision, clause, sentence, section, subsection, word or part thereof is held to be illegal, invalid, or unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity, or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this Local Law or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this Local Law would have been adopted is such illegal, invalid, or unconstitutional provision, clause, sentence, subsection, word or part had not been included therein, and if such person or circumstance to which the Local Law or part here of is held inapplicable had been specifically exempt therefrom.

SECTION 5 - CODIFICATION

It is the intention of the City Council of the City of Newburgh and it is hereby enacted that the provisions of this Local Law shall be included in the Charter of the City of Newburgh; that the sections and subsections of this Local Law may be re-numbered and/or re-lettered by the codifier to accomplish such intention; that the term "Local Law" shall be changed to "Charter", "Article", or other appropriate word as required for codification; and that any such rearranging of the numbering and/or lettering and editing shall not affect the validity of this Local Law or the provisions of the City Charter affected thereby.

SECTION 6 - 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 7 - EFFECTIVE DATE

This Local Law and shall be effective after the filing in the Office of the New York State Secretary of State in accordance with the provisions of New York State Municipal Home Rule Law.

Underlining denotes additions

~~Strikethrough~~ denote deletions

RESOLUTION NO.: 218 - 2021

OF

SEPTEMBER 27, 2021

**A RESOLUTION AUTHORIZING THE AWARD OF A BID AND THE EXECUTION OF
A CONTRACT WITH TAM ENTERPRISES, INC. FOR THE CONSTRUCTION OF
THE DOWNING POND DRAIN OUTLET AND THIRD STREET STORM SEWER
IN AN AMOUNT NOT TO EXCEED \$3,100,000.00**

WHEREAS, by Resolution No. 219-2011 of October 24, 2011, the City Council of the City of Newburgh, New York authorized the City Manager to execute an Order on Consent with the New York State Department of Environmental Conservation ("NYS DEC") to resolve violations at the Wastewater Treatment Plant and for the development of the CSO Long Term Control Plan ("LTCP"); and

WHEREAS, the City submitted its Phase I LTCP and by Resolution No. 303-2015 of November 23, 2015, the City Council authorized the City Manager to execute a Modification Order on Consent approving a Compliance Schedule for Phase I through V of the LTCP; and

WHEREAS, by Resolution No. 189-2019 of August 12, 2019, the City Council authorized a professional engineering services agreement with Arcadis of New York, Inc. to complete the planning and preliminary engineering for projects included as part of Phase II of the LTCP; and

WHEREAS, the Downing Pond Drain Outlet and Third Street Storm Sewer is part of the LTCP Phase II project with a notice to proceed date for construction of February 3, 2022; and

WHEREAS, the City of Newburgh has duly advertised for bids for the construction of the Downing Pond Drain Outlet and Third Street Storm Sewer Project; 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 an existing grant and loan from the New York State Environmental Facilities Corporation under project CWSRF#C3-7332-11-00; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for construction of the Downing Pond Drain Outlet and Third Street Storm Sewer for the City of Newburgh be and it hereby is awarded to TAM Enterprises, Inc. in an amount not to exceed \$3,100,000.00; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh that the City Manager be and he is hereby authorized to enter into a contract for such work in this amount.

Sent via E-mail

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

Arcadis of New York, Inc.
855 Route 146
Suite 210
Clifton Park
New York 12065
Phone: 518 250 7300
Fax: 518 371 2757
www.arcadis.com

Date: **September 17, 2021**

Our Ref: 30055884

Subject: **Bid No. 11.21 – New Drain Outlet at Downing Park and Third Street Storm Sewer
Bid Results and Recommendation**

Dear Mr. Morris,

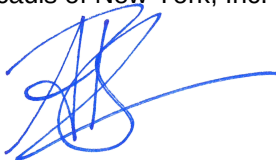
Arcadis of New York, Inc. (Arcadis) has reviewed the tabulated Bids received by the City of Newburgh (City) on September 15, 2021, for Bid No. 11.21 – New Drain Outlet at Downing Park and Third Street Storm Sewer. A total of seven Bids were received. The tabulated Bid results are enclosed for your convenience. The apparent low Bidder is TAM Enterprises, Inc. of Goshen, New York with a base bid of \$3,100,000, inclusive of \$269,868 in allowances and estimated unit price work.

We have reviewed the Bids, and have determined the apparent low bidder to be responsive in accordance with the Instructions to Bidders

Arcadis recommends that the City consider awarding the Contract for Bid No. 11.21 to TAM Enterprises, Inc., in the amount of \$3,100,00, inclusive of estimated unit price work. If you have any further questions pertaining to this project, please call me at your earliest convenience so that we can be of further assistance.

Sincerely,

Arcadis of New York, Inc.



A.J. Brooks, PE
Project Manager

Email: a.j.brooks@arcadis.com

Direct Line: 518 250 7374

CC. R. Ostapczuk, Arcadis

Enclosures:

Bid Opening Report

BID OPENING REPORT



Arcadis of New York
855 Route 146, Suite 210
Clifton Park, New York 12065

Project Name:New Drain Outlet at Downing Park and Third Street Storm Sewer

Project Number: 30055884

Sheet 1 of 1

Location:City of Newburgh, Orange County, New York

Read Aloud By: Emily Carlson, Arcadis of New York, Inc.

Bid Opening Date and Time:September 15, 2021 at 11:00 am

Recorded By: Ryan Ciancanelli, Assistant City Comptroller

Location:City Hall, 83 Broadway, Newburgh, New York 12550

Witnessed By: Janice Gaston, City Comptroller

Name of Contract:General Construction

Bid No. 11.21

Date:Wednesday, September 15, 2021

		Name of Bidder														
		TAM Enterpries, Inc 9/15 @ 10:53AM		Argenio Bros., Inc 9/15 @ 10:46AM		Northbrook Contracting 9/15 @ 10:47AM		Ben Ciccone, Inc. 9/15 @ 10:50AM		Morano Bros. Corp. 9/15 @ 10:37AM		W.M. Shultz, Inc 9/15 @ 10:53AM		JR Cruz 9/15 @ 10:53AM		
Bid Results	Qty. Unit															
	Item No. 1 General Construction	1 LS	\$2,705,132.00		\$2,769,600.00		\$3,232,000.00		\$3,051,000.00		\$3,312,781.00		\$3,490,000.00		\$3,200,000.00	
	Item No. 2 ADA Curb Ramps	1 LS	\$125,000.00		\$199,000.00		\$20,000.00		\$139,000.00		\$210,000.00		\$390,000.00		\$935,000.00	
	Item No. 3 Contingency Allowance	1 LS	\$100,000.00		\$100,000.00		\$100,000.00		\$100,000.00		\$100,000.00		\$100,000.00		\$100,000.00	
	Total of All Lump Sum Bid Items		\$2,930,132.00		\$3,068,600.00		\$3,352,000.00		\$3,290,000.00		\$3,622,781.00		\$3,980,000.00		\$4,235,000.00	
Unit Price Items		Unit Price	Total Item Price	Unit Price	Total Item Price	Unit Price	Total Item Price	Unit Price	Total Item Price	Unit Price	Total Item Price	Unit Price	Total Item Price	Unit Price	Total Item Price	
Item No. 4 Rock Removal	70 CY	\$162.00	\$11,340.00	\$250.00	\$17,500.00	\$330.00	\$23,100.00	\$400.00	\$28,000.00	\$300.00	\$21,000.00	\$200.00	\$14,000.00	\$750.00	\$52,500.00	
Item No. 5 Water Line Relocation	6 EA	\$14,323.00	\$85,938.00	\$12,900.00	\$77,400.00	\$1,200.00	\$7,200.00	\$10,000.00	\$60,000.00	\$2,200.00	\$13,200.00	\$6,500.00	\$39,000.00	#####	\$192,000.00	
Item No. 6 Tree Removal	5 EA	\$8,652.00	\$43,260.00	\$4,600.00	\$23,000.00	\$2,000.00	\$10,000.00	\$4,000.00	\$20,000.00	\$2,300.00	\$11,500.00	\$3,600.00	\$18,000.00	\$2,600.00	\$13,000.00	
Item No. 7 Test Pits	5 EA	\$5,866.00	\$29,330.00	\$2,700.00	\$13,500.00	\$1,500.00	\$7,500.00	\$6,000.00	\$30,000.00	\$1,100.00	\$5,500.00	\$2,000.00	\$10,000.00	\$3,500.00	\$17,500.00	
Total of All Unit Price Bid Items			\$169,868.00		\$131,400.00		\$47,800.00		\$138,000.00		\$51,200.00		\$81,000.00		\$275,000.00	
Total Bid Price		\$3,100,000.00		\$3,200,000.00		\$3,399,800.00		\$3,428,000.00		\$3,673,981.00		\$4,061,000.00		\$4,510,000.00		
Addenda Rec'd		✓		✓		✓		✓		✓		✓		✓		
Bid Security		Bid Bond		Bid Bond		Bid Bond		Bid Bond		Bid Bond		Bid Bond		Bid Bond		
Qualification Statement		✓		✓		✓		✓		✓		✓		✓		
List of Subcontractors & Suppliers		✓		✓		✓		✓		X		X		✓		
Non-Collusive Certificate		✓		✓		✓		✓		✓		✓		✓		
Worker's Compensation Affidavit		✓		✓		Not signed by Contractor; Notorized only		✓		✓		✓		✓		
Iranian Divestment Form		✓		✓		✓		✓		✓		✓		✓		
Disclosure of Lobbying Activities		✓		✓		✓		✓		X		✓		✓		
AIS Contractor's Certification		✓		✓		✓		✓		X		✓		✓		

TAM Enterprises Inc.
114 Hartley Road
Goshen, NY 10924

(1)



RV
9/15/2021
10:53
AM

City of Newburgh - City Comptroller
Attn: Janice Gaston
83 Broadway, 4th Floor
Newburgh, NY 12550

BID DOCUMENTS
New Drain Outlet at Downing Park
& Third Street Storm Sewer
Bid No. 11.21

Bid Due: September 15, 2021 @ 11:00AM

BID FORM

CITY OF NEWBURGH New Drain Outlet at Downing Park and Third Street Storm Sewer Bid No. 11.21

TABLE OF ARTICLES

1. Bid Recipient
2. Bidder's Acknowledgements
3. Bidder's Representations
4. Bidder's Certifications
5. Basis of Bid
6. Time of Completion
7. Attachments to this Bid
8. Defined Terms
9. Bid Submittal

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:

City Comptroller
Attn: Janice Gaston
City of Newburgh
83 Broadway
Fourth Floor
Newburgh, NY 12550

- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with Owner, by executing the Agreement form included in the Bidding Documents, to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda.

Addendum No.	Addendum Date
#1	9/7/2021
#2	9/9/2021

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder’s safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and

conditions of the Bidding Documents.

- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER’S CERTIFICATIONS

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of the Paragraph 4.01.D;
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item 1 Lump Sum Bid Price for General Construction	\$ 2,705,132.00
--	-----------------

Item 2 Lump Sum Bid for ADA Curb Ramps	\$ 125,000.00
--	---------------

Item 3 Lump Sum Contingency Allowance	\$100,000.00
---------------------------------------	--------------

Total of All Lump Sums

\$ 2,930,132.00

Two
AL
~~Three~~ Million nine Hundred Thirty Thousand One Hundred Thirty Two Dollars and Zero Cents
(words, printed or typed)

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
4	Rock Removal	CY	70	\$ 162.00	\$ 11,340.00
5	Water Line Relocation	EA	6	\$14,323.00	\$ 85,938.00
6	Tree Removal	EA	5	\$ 8,652.00	\$ 43,260.00
7	Test Pits	EA	5	\$ 5,866.00	\$ 29,330.00
Total of All Unit Price Bid Items					\$ 169,868.00
One Hundred Sixty Nine Thousand Eight Hundred Sixty Eight Dollars and <u>Zero</u> Cents (words, printed or typed)					

Bidder acknowledges that (1) each bid unit price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

Total of Lump Sum and Unit Price Bids = Total Bid Price

\$ 3,100,000.00

Three Million One Hundred Thousand Dollars and Zero Cents
(words, printed or typed)

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages and special damages in the event of failure to complete the Work within the Contract Times. Bidder also accepts the provisions for performance damages, if any, included in the Contract Documents.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are attached to and made a condition of this Bid:
 - A. Required bid security
 - B. Required Qualifications Statement with supporting data.
 - C. Listing of Subcontractors, Suppliers, and other individuals and entities required to be identified in this Bid.
 - D. Waiver of Immunity / Non-Collusive Bidding Certificate.
 - E. Worker's Compensation Affidavit.
 - F. Iranian Energy Sector Divestment Form.
 - G. Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements.
 - H. American Iron and Steel Contractor Certification.

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid submitted by:

BIDDER: [Indicate correct name of bidding entity]

TAM Enterprises, Inc.

By: [Signature]

[Printed name]

Anthony Lasaponara

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

[Printed name]

Brittney Cioffi

Title:

Administrative Assistant

Submittal Date:

9/14/2021

Address for giving notices:

114 Hartley Road

Goshen, NY 10924

Telephone Number:

(845) 294-8882

Fax Number:

(845) 294-8883

Contact Name and e-mail

address:

BCutler@tamententerprises.com

Bidder's License

No.:

06-1391475

(where applicable)

++ END OF BID FORM ++

114 Hartley Road
Goshen, NY 10924



Phone: (845) 294-8882
www.tamenterprises.com

Corporate Resolution Authorization

Anthony Lasaponara, the undersigned, certifies that he is the President of TAM Enterprises, Inc, a corporation organized under the laws of New York having its principal office at 114 Hartley Road, Goshen, NY 10924 and that the following is a true copy of a resolution duly adopted by the Board of Directors of TAM Enterprises, Inc. at a meeting held by them on April 1, 2020, where a quorum was present.

Resolved, that Anthony Lasaponara, is hereby authorized to negotiate on behalf of TAM Enterprises, Inc.

The undersigned further certifies that there is no provision in the Articles of Incorporation or the bylaws of TAM Enterprises, Inc. limiting the power of the Board of Directors to pass the resolution described above and that the resolution is in conformity with the provisions of the Articles of Incorporation and the bylaws and this resolution has not been rescinded or modified.

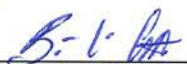


Anthony Lasaponara, President
TAM Enterprises, Inc.

9/14/21

Date

Sworn to before me on this 14 day of
September 2021.



Signature of Notary Public

BRIAN W CUTLER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01CU6307111
Qualified in Orange County
My Commission Expires June 30, 2022

BID BOND

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

BIDDER (Name and Address):

TAM Enterprises, Inc.
114 Hartley Rd., Goshen, NY 10924

SURETY (Name, and Address of Principal Place of Business):

Endurance Assurance Corporation
4 Manhattanville Rd.
Purchase, NY 10577

OWNER (Name and Address):

City of Newburgh
83 Broadway
Newburgh, NY 12550

BID

Bid Due Date: September 15, 2021

Description (Project Name— Include Location): Construction of the new drain outlet at downing park
and third street storm sewer 181-141 Carpenter Ave., Newburgh, NY CW SRF No. C3-7332-11-00
Bid No. 11.21

BOND

Bond Number: N/A

Date: September 15, 2021

Penal sum Five Percent of Contract Amount \$ 5%
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

TAM Enterprises, Inc. (Seal)

Bidder's Name and Corporate Seal

SURETY

Endurance Assurance Corporation (Seal)

Surety's Name and Corporate Seal

By:

Signature

Anthony Lasaponara
Print Name

President
Title

Attest:

Signature

Administrative Assistant
Title

By:

Signature (Attach Power of Attorney)

Gary A. Cardinale
Print Name

Attorney In Fact
Title

Attest:

Signature

Joseph V. Cardinale - Witness
Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. 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. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. 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.
5. 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 total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced 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 year after the Bid due date.
7. 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.
8. Notices 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.
9. 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.
10. 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 this Bond conflicts with 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.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

ACKNOWLEDGMENT OF PRINCIPAL

STATE OF New York)
COUNTY OF Orange) SS.:

On the 14 day of September in the year 2021, before me, the undersigned, personally appeared Anthony Lasaponara, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

B. W. Cutler

Notary Public

BRIAN W CUTLER

NOTARY PUBLIC-STATE OF NEW YORK

No. 01CU6307111

Qualified in Orange County

My Commission Expires June 30, 2022

ACKNOWLEDGMENT OF SURETY

STATE OF New York)
COUNTY OF Erie) SS.:

On the 15th day of September in the year 2021, before me, the undersigned, personally appeared Gary A Cardinale, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Wendy Marie Montante

Notary Public

WENDY MARIE MONTANTE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01MO6411197
Qualified in Erie County
Commission Expires November 09, 2024

ENDURANCE ASSURANCE CORPORATION
FINANCIAL STATEMENT SUMMARY - STATUTORY BASIS

As of December 31, 2020

ASSETS:

Bonds	\$ 2,157,544,757
Stocks	\$ 1,621,290,435
Other Invested Assets	\$ 118,574,006
Cash and Cash Equivalents	\$ 345,153,160
Receivable for Securities	\$ 7,175,643
Total Cash and Invested Assets	\$ 4,249,738,000

Agents' Balances or Uncollected Premiums	\$ 721,677,754
Reinsurance Recoverable on Loss and Loss Adjustment Expense Payments	\$ 61,486,657
Funds Held By or Deposited With Reinsurance Companies	\$ 10,857,763
Federal & Foreign Income Tax Recoverable & Interest Thereon	\$ -
Net Deferred Tax Assets	\$ 60,206,396
Receivables From Parent, Subsidiaries & Affiliates	\$ 5,938,967
Aggregate Write-Ins for Other Than Invested Assets	\$ 13,008,369
Investment Income Due and Accrued	\$ 12,757,244
Total Admitted Assets	\$ 5,135,671,150

LIABILITIES:

Losses	\$ 1,447,946,516
Loss Adjustment Expenses	\$ 143,637,396
Reinsurance Payable on Paid Loss and Loss Adjustment Expenses	\$ 45,439,533
Taxes Licenses and Fees	\$ 7,837,697
Current Federal & Foreign Income Taxes	\$ 9,117,279
Unearned Premiums	\$ 1,023,124,284
Ceded Reinsurance Premiums Payable	\$ 113,211,464
Commissions Payable, Contingent Commissions and Similar Items	\$ 9,769,054
Amounts Withheld or Retained by Company for Account of Others	\$ 128,135,326
Other Expenses Payable	\$ 34,798,384
Payable to Parents, Subsidiaries and Affiliates	\$ 58,648,996
Payable for Securities	\$ 8,613,627
Provision for Reinsurance	\$ 18,312,751
Other Liabilities	\$ 42,078,886
Total Liabilities	\$ 3,090,671,193

CAPITAL AND SURPLUS:

Special Surplus Funds - Retroactive Reinsurance Gain	\$ 1,328,606
Common Capital Stock	\$ 5,000,000
Gross Paid In and Contributed Surplus	\$ 2,159,282,258
Unassigned Funds (Surplus)	\$ (120,610,907)
Total Capital and Surplus	\$ 2,044,999,957

Total Liabilities and Capital and Surplus	\$ 5,135,671,150
--	-------------------------

I, Entela Hana, Treasurer of Endurance Assurance Corporation (the "Company") do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true Statutory Statement of Admitted Assets, Liabilities, Capital and Surplus of the Company as of December 31, 2020 prepared in conformity with accounting practices prescribed or permitted by the State of Delaware Department of Insurance. The foregoing statement should not be taken as a complete statement of financial condition of the Company. Such a statement is available upon request at the Company's office located at 4 Manhattanville Road, 3rd Floor; Purchase, NY 10577.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Company at Purchase, New York:

Entela Hana

Entela Hana, Treasurer

Subscribed and sworn to before me this 3rd day of March, 2021:

Notary Public Seal
Signed by: *Fiona McNamara*

Notary Public Seal
Notary Public, State of New York
Qualified in Rockland County
No. 01MC5081895
My commission expires July 14, 2021

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Gary A. Cardinale** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **Forty Million Dollars (\$40,000,000.00)**.

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above 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 signature or 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, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



Endurance American Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



Lexon Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



Bond Safeguard Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: **RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT**

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 15th day of September, 2021.

By: *Daniel S. Lurie*
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

BID BOND

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

BIDDER (Name and Address):
TAM Enterprises, Inc.
114 Hartley Rd., Goshen, NY 10924

SURETY (Name, and Address of Principal Place of Business):
Endurance Assurance Corporation
4 Manhattanville Rd.
Purchase, NY 10577

OWNER (Name and Address):
City of Newburgh
83 Broadway
Newburgh, NY 12550

BID

Bid Due Date: September 15, 2021

Description (Project Name— Include Location): Construction of the new drain outlet at downing park and third street storm sewer 181-141 Carpenter Ave., Newburgh, NY CW SRF No. C3-7332-11-00 Bid No. 11.21

BOND

Bond Number: N/A

Date: September 15, 2021

Penal sum Five Percent of Contract Amount \$ 5%
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER	SURETY
TAM Enterprises, Inc. (Seal)	Endurance Assurance Corporation (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal

By: [Signature]
Signature

Anthony Lasaponara
Print Name

President
Title

Attest: [Signature]
Signature

Administrative Assistant
Title

By: [Signature]
Signature (Attach Power of Attorney)

Gary A. Cardinale
Print Name

Attorney In Fact
Title

Attest: [Signature]
Signature

Joseph V. Cardinale - Witness
Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder that submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:

- 1.1 If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
- 1.2 In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
- 1.3 Recovery under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

- 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
- 3.2 All Bids are rejected by Owner, or
- 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. 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.

5. 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 total 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.

6. No suit or action shall be commenced 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 year after the Bid due date.

7. 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.

8. Notices 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.

9. 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.

10. 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 this Bond conflicts with 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.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

ACKNOWLEDGMENT OF PRINCIPAL

STATE OF New York)
) SS.:
COUNTY OF Orange)

On the 14 day of September in the year 2021, before me, the undersigned, personally appeared Anthony Lasaponara, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Brian W Cutler
Notary Public

ACKNOWLEDGMENT OF SURETY

STATE OF New York)
) SS.:
COUNTY OF Erie)

BRIAN W CUTLER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01CU6307111
Qualified in Orange County
My Commission Expires June 30, 2022

On the 15th day of September in the year 2021, before me, the undersigned, personally appeared Gary A Cardinale, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Wendy Marie Montante
Notary Public

WENDY MARIE MONTANTE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01MO6411197
Qualified in Erie County
Commission Expires November 09, 2024

ENDURANCE ASSURANCE CORPORATION
FINANCIAL STATEMENT SUMMARY - STATUTORY BASIS

As of December 31, 2020

ASSETS:

Bonds	\$ 2,157,544,757
Stocks	\$ 1,621,290,435
Other Invested Assets	\$ 118,574,006
Cash and Cash Equivalents	\$ 345,153,160
Receivable for Securities	\$ 7,175,643
Total Cash and Invested Assets	\$ 4,249,738,000

Agents' Balances or Uncollected Premiums	\$ 721,677,754
Reinsurance Recoverable on Loss and Loss Adjustment Expense Payments	\$ 61,486,657
Funds Held By or Deposited With Reinsurance Companies	\$ 10,857,763
Federal & Foreign Income Tax Recoverable & Interest Thereon	\$ -
Net Deferred Tax Assets	\$ 60,206,396
Receivables From Parent, Subsidiaries & Affiliates	\$ 5,938,967
Aggregate Write-Ins for Other Than Invested Assets	\$ 13,008,369
Investment Income Due and Accrued	\$ 12,757,244
Total Admitted Assets	\$ 5,135,671,150

LIABILITIES:

Losses	\$ 1,447,946,516
Loss Adjustment Expenses	\$ 143,637,396
Reinsurance Payable on Paid Loss and Loss Adjustment Expenses	\$ 45,439,533
Taxes Licenses and Fees	\$ 7,837,697
Current Federal & Foreign Income Taxes	\$ 9,117,279
Unearned Premiums	\$ 1,023,124,284
Ceded Reinsurance Premiums Payable	\$ 113,211,464
Commissions Payable, Contingent Commissions and Similar Items	\$ 9,769,054
Amounts Withheld or Retained by Company for Account of Others	\$ 128,135,326
Other Expenses Payable	\$ 34,798,384
Payable to Parents, Subsidiaries and Affiliates	\$ 58,648,996
Payable for Securities	\$ 8,613,627
Provision for Reinsurance	\$ 18,312,751
Other Liabilities	\$ 42,078,886
Total Liabilities	\$ 3,090,671,193

CAPITAL AND SURPLUS:

Special Surplus Funds - Retroactive Reinsurance Gain	\$ 1,328,606
Common Capital Stock	\$ 5,000,000
Gross Paid In and Contributed Surplus	\$ 2,159,282,258
Unassigned Funds (Surplus)	\$ (120,610,907)
Total Capital and Surplus	\$ 2,044,999,957

Total Liabilities and Capital and Surplus	\$ 5,135,671,150
--	-------------------------

I, Entela Hana, Treasurer of Endurance Assurance Corporation (the "Company") do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true Statutory Statement of Admitted Assets, Liabilities, Capital and Surplus of the Company as of December 31, 2020 prepared in conformity with accounting practices prescribed or permitted by the State of Delaware Department of Insurance. The foregoing statement should not be taken as a complete statement of financial condition of the Company. Such a statement is available upon request at the Company's office located at 4 Manhattanville Road, 3rd Floor; Purchase, NY 10577.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Company at Purchase, New York:

Entela Hana

Entela Hana, Treasurer

Subscribed and sworn to before me this 3rd day of March, 2021:

Signed by: *Fiona McNamara*

Notary Public & Seal
Notary Public, State of New York
Qualified in Rockland County
No. 01MC5081895
My commission expires July 14, 2021



POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Gary A. Cardinale** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **Forty Million Dollars (\$40,000,000.00)**.

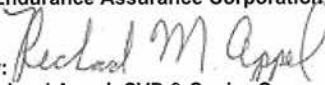
Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

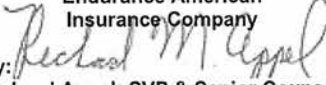
This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above 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 signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

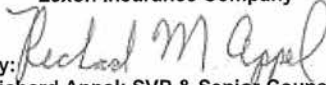
IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: 
Richard Appel; SVP & Senior Counsel

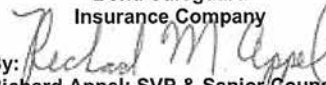


Endurance American Insurance Company
By: 
Richard Appel; SVP & Senior Counsel



Lexon Insurance Company
By: 
Richard Appel; SVP & Senior Counsel

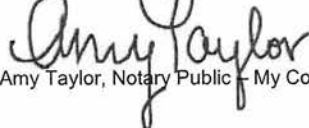


Bond Safeguard Insurance Company
By: 
Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: 
Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

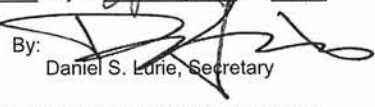
"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: **RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT**

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 15th day of September, 2021.

By: 
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

QUALIFICATIONS STATEMENT

Prepared by



Issued and Published Jointly by



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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

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QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT
PERMITTED BY LAWS AND REGULATIONS

1. SUBMITTED BY:

Official Name of Firm: TAM Enterprises, Inc.

Address: 114 Hartley Road
Goshen, NY 10990

2. SUBMITTED TO:

City of Newburgh

3. SUBMITTED FOR:

Owner: TAM Enterprises, Inc.

Project Name: New Drain Outlet at Downing Park & Third Street Storm
Sewer

TYPE OF WORK:

Milling and paving, sidewalk demo and reconstruction, storm
sewer improvements

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person: Brian Cutler

Title: CFO

Phone: 845-294-8882

Email: BCutler@tamententerprises.com

5. **AFFILIATED COMPANIES:**

Name: N/A

Address: _____

6. **TYPE OF ORGANIZATION:**

☐ SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

☐ PARTNERSHIP

Date of Organization: _____

Type of Partnership: _____

Name of General Partner(s): _____

☒ CORPORATION

State of Organization: New York

Date of Organization: 2/4/1994

Executive Officers:

- President: Anthony Lasaponara

- Vice President(s): N/A

- Treasurer: N/A

- Secretary: N/A

☐ LIMITED LIABILITY COMPANY

State of Organization:

Date of Organization:

Members:

☐ JOINT VENTURE

Sate of Organization:

Date of Organization:

Form of Organization:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

- Address:

7. LICENSING

Jurisdiction: New York

Type of License: Corporation

License Number: 06-1391475

Jurisdiction: _____

Type of License: _____

License Number: _____

8. CERTIFICATIONS N/A

CERTIFIED BY:

Disadvantage Business Enterprise: _____

Minority Business Enterprise: _____

Woman Owned Enterprise: _____

Small Business Enterprise: _____

Other (_____): _____

9. BONDING INFORMATION

Bonding Company: World Wide Bonding Agency

Address: 8646 William Street

Buffalo, NY 14227

Bonding Agent: _____

Address: _____

Contact Name: Joseph Cardinale

Phone: 716-681-7683

Aggregate Bonding Capacity: \$25,000,000.00

Available Bonding Capacity as of date of this submittal: \$17,000,000.00

10. FINANCIAL INFORMATION

Financial Institution: Salisbury Bank

Address: 801 Auto Park Avenue
Newburgh, NY 12550

Account Manager: Anthony Casillo

Phone: 845-562-6766

INCLUDE AS AN ATTACHMENT AN AUDITED BALANCE SHEET FOR EACH OF THE
LAST 3 YEARS

TAM Enterprises, Inc. will provide upon award, if requested.

11. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

☐ YES ☒ NO

If YES, attach as an Attachment details including project owner's contact information.

Has any corporate officer, partner, joint venture participant, or proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

12. SAFETY PROGRAM:

Name of Contractor's Safety Officer: Brian Cutler

Include the following as attachments:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA Form 300A - Summary of Occupational Injuries and Illnesses for each of the past 5 years. When requested by Owner or Engineer after receipt of Bids, promptly submit OSHA Form 300 – Log of Work-Related Injuries and Illnesses, for each of the past 5 years. **SEE ATTACHED**

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

SEE ATTACHED

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last five years (indicate disposition as applicable) - IF NONE SO STATE.

NONE

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

YEAR	<u>2021</u>	EMR	<u>.83</u>
YEAR	<u>2020</u>	EMR	<u>.86</u>
YEAR	<u>2019</u>	EMR	<u>.93</u>
YEAR	<u>2018</u>	EMR	<u>1.38</u>
YEAR	<u>2017</u>	EMR	<u>1.25</u>

Total Recordable Frequency Rate (TRFR) for the last 5 years:

YEAR	<u>2020</u>	TRFR	<u>0</u>
YEAR	<u>2019</u>	TRFR	<u>1.21</u>
YEAR	<u>2018</u>	TRFR	<u>4.59</u>
YEAR	<u>2017</u>	TRFR	<u>7.4</u>
YEAR	<u>2016</u>	TRFR	<u>12.7</u>

Total number of man-hours worked for the last 5 Years:

YEAR	<u>2020</u>	TOTAL NUMBER OF MAN-HOURS	<u>183,827</u>
YEAR	<u>2019</u>	TOTAL NUMBER OF MAN-HOURS	<u>164,736</u>
YEAR	<u>2018</u>	TOTAL NUMBER OF MAN-HOURS	<u>130,664</u>
YEAR	<u>2017</u>	TOTAL NUMBER OF MAN-HOURS	<u>108,760</u>
YEAR	<u>2016</u>	TOTAL NUMBER OF MAN-HOURS	<u>78,480</u>

Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

YEAR	<u>2020</u>	DART	<u>0</u>
YEAR	<u>2019</u>	DART	<u>0</u>
YEAR	<u>2018</u>	DART	<u>4.59</u>
YEAR	<u>2017</u>	DART	<u>7.4</u>
YEAR	<u>2016</u>	DART	<u>8.8</u>

13. EQUIPMENT:

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on Owner's Project.

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it.
Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 2016



U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases¹

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	2	0	3
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
606	0
(K)	(L)

Injury and Illness Types

Total number of ... (M)	
(1) Injuries	5
(2) Skin disorders	0
(3) Respiratory conditions	0
(4) Poisonings	0
(5) Hearing loss	0
(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name Tam Enterprises Inc
Street 114 Hartley Rd
City Goshen State Ny Zip 10924
Industry description (e.g., Manufacture of motor truck trailers)
Water + wastewater Services
Standard Industrial Classification (SIC), if known (e.g., 3715)

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)

231

Employment information (If you don't have these figures, see the Worksheet on the next page to estimate.)

Annual average number of employees 45
Total hours worked by all employees last year 78,480

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Am Kater Title VP Sales
Company executive
Phone 845-294-8882 Date 2/17/17

Save Input

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader. In addition, the forms are programmed to auto-calculate as appropriate.

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 20 16

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name Tam Enterprises Inc

City Goshen State NY

Identify the person

Describe the case

Classify the case

SELECT ONLY ONE box for each case based on the most serious outcome for that case:

Enter the number of days the injured or ill worker was:

Select the "Injury" column or choose one type of illness:

(A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness (e.g., 2/10)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	Remained at Work				Days away from work		On job transfer or restriction		(M) Select the "Injury" column or choose one type of illness:					
						Death (G)	Days away from work (H)	Job transfer or restriction (I)	Other recordable cases (J)	Away from work (K)	On job transfer or restriction (L)	Injury (1)	Skin disorder (2)	Respiratory condition (3)	Poisoning (4)	Hearing loss (5)	All other illnesses (6)		
Reset	Norman Wyse	Labrwr	4/27	Village job site	Crushed thumb														
Reset	Nicholas Baker	Labrwr	5/20	Tuxedo job	Struck on head														
Reset	Norman Wyse	Labrwr	8/22	West job	Struck head on object														
Reset	Randy Torres	Labrwr	8/26	Jun Rose	Inflammation					45									
Reset	Martin Murray	Labrwr	12/2	Goshen job	Fracture wrist					21									
Reset																			
Reset																			
Reset																			
Reset																			
Reset																			
Reset																			

Page totals ▶ 0 2 0 3 66 0 5 0 0 0 0

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Save Input

Add a Form Page

Page 1 of 1

(1) (2) (3) (4) (5) (6)

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it.
Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 20 17

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Establishment information

Your establishment name TAM Enterprises

Street 114 Hartley Rd

City Gresham State NY Zip 10924

Industry description (e.g., Manufacture of motor truck trailers)

Sewer

Standard Industrial Classification (SIC), if known (e.g., 3715)

OR 237110

OR

North American Industrial Classification (NAICS), if known (e.g., 33612)

Employment information (If you don't have these figures, see the Worksheet on the next page to estimate.)

Annual average number of employees 45

Total hours worked by all employees last year 108,740

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive President Title President

Phone 845-294-9592 Date 1/8/18

Save Input

Number of Cases

Total number of deaths

0

(G)

Total number of cases with days away from work

4

(H)

Total number of cases with job transfer or restriction

0

(I)

Total number of other recordable cases

0

(J)

Number of Days

Total number of days away from work

54

(K)

Total number of days of job transfer or restriction

0

(L)

Injury and Illness Types

Total number of . . . (M)

(1) Injuries

2

(4) Poisonings

0

(2) Skin disorders

0

(5) Hearing loss

0

(3) Respiratory conditions

2

(6) All other illnesses

0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20118. Do not send the completed forms to this office.

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader. In addition, the forms are programmed to auto-calculate as appropriate.

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 20

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name _____

City _____ State _____

Identify the person

(A) Case no.
(B) Employee's name
(C) Job title (e.g., Welder)

Describe the case

(D) Date of injury or onset of illness (e.g., 2/10)
(E) Where the event occurred (e.g., Loading dock north end)
(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)

Classify the case

SELECT ONLY ONE box for each case based on the most serious outcome for that case:

Enter the number of days the injured or ill worker was:

Select the "Injury" column or choose one type of illness:

Identify the person			Describe the case		Classify the case				Enter the number of days the injured or ill worker was:		Select the "Injury" column or choose one type of illness:						
(A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness (e.g., 2/10)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	Remained at Work				Away from work (K)	On job transfer or restriction (L)	(M)					
						Death (G)	Days away from work (H)	Job transfer or restriction (I)	Other recordable cases (J)			Injury (1)	Skin disorder (2)	Respiratory condition (3)	Poisoning (4)	Hearing loss (5)	All other illnesses (6)
Reset 1	Edward O'Dell	laborer	2/23	Jobsite	Lifted box with crane to a height	☐	☒	☐	☐	5 days		☒	☐	☐	☐	☐	☐
Reset 2	Edward O'Dell	laborer	3/21	Jobsite	Slipped & fell on tree trunk log	☐	☒	☐	☐	3 days		☒	☐	☐	☐	☐	☐
Reset 3	Norman Wyss	laborer	11/7	Jobsite	Inhaled fumes causing damage to throat	☐	☒	☐	☐	23 days		☐	☐	☒	☐	☐	☐
Reset 4	Edmund Cooklin	laborer	11/7	Jobsite	Inhaled fumes causing damage to throat	☐	☒	☐	☐	23 days		☐	☐	☒	☐	☐	☐
Reset			/			☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐
Reset			/			☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐
Reset			/			☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐
Reset			/			☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐
Reset			/			☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐
Reset			/			☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐

Page totals

4

54

2

2

Save Input

Add a Form Page

Page 1 of 1

(1) (2) (3) (4) (5) (6)

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it.
Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 20 18

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths

0

(G)

Total number of cases with days away from work

3

(H)

Total number of cases with job transfer or restriction

0

(I)

Total number of other recordable cases

0

(J)

Number of Days

Total number of days away from work

18

(K)

Total number of days of job transfer or restriction

0

(L)

Injury and Illness Types

Total number of ...
(M)

(1) Injuries

3

(4) Poisonings

0

(2) Skin disorders

0

(5) Hearing loss

0

(3) Respiratory conditions

0

(6) All other illnesses

0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspect of this data collection, contact US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20218. Do not send the completed forms to this office.

Establishment information

Your establishment name Tam Enterprises Inc

Street 114 Hartley Rd

City Gosport State Ny Zip 10924

Industry description (e.g., Manufacture of motor truck trailers)

Sewer water

Standard Industrial Classification (SIC), if known (e.g., 3715)

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)

237110

Employment information (If you don't have these figures, see the Worksheet on the next page to estimate.)

Annual average number of employees 59

Total hours worked by all employees last year 130,664

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive

Phone 845.294.8882

Title

Date 3/1/19

Save Input

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

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Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 20 18

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name Tam Enterprises

City Goshen State NY

Identify the person		Describe the case		Classify the case				Enter the number of days the injured or ill worker was:		Select the "Injury" column or choose the type of illness:							
(A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness (e.g., 2/10)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	SELECT ONLY ONE box for each case based on the most serious outcome for that case:											
						Remained at Work											
						Death (G)	Days away from work (H)	Job transfer or restriction (I)	Other recordable cases (J)	Away from work (K)	On job transfer or restriction (L)	(M)					
												Injury (1)	Skin disorder (2)	Respiratory condition (3)	Poisoning (4)	Hearing loss (5)	All other illnesses (6)
Reset	Randal Torres	laborer	2/17	Jobsite	Lacerations to foot	☐	☒	☐	☐	11 days	0 days	☒	☐	☐	☐	☐	☐
Reset	Victor Ireland	driver	7/2	Jobsite	bruise to shoulder	☐	☒	☐	☐	5 days	0 days	☒	☐	☐	☐	☐	☐
Reset	Shon Gordon	driver	9/2	Jobsite	laceration to hand	☐	☒	☐	☐	2 days	0 days	☒	☐	☐	☐	☐	☐
Reset			/			☐	☐	☐	☐	0 days	0 days	☐	☐	☐	☐	☐	☐
Reset			/			☐	☐	☐	☐	0 days	0 days	☐	☐	☐	☐	☐	☐
Reset			/			☐	☐	☐	☐	0 days	0 days	☐	☐	☐	☐	☐	☐
Reset			/			☐	☐	☐	☐	0 days	0 days	☐	☐	☐	☐	☐	☐
Reset			/			☐	☐	☐	☐	0 days	0 days	☐	☐	☐	☐	☐	☐
Reset			/			☐	☐	☐	☐	0 days	0 days	☐	☐	☐	☐	☐	☐
Reset			/			☐	☐	☐	☐	0 days	0 days	☐	☐	☐	☐	☐	☐

Page totals ► 0 3 0 0 18 0 3 0 0 0 0

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Save Input

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Page 1 of 1

(1) Injury (2) Skin disorder (3) Respiratory condition (4) Poisoning (5) Hearing loss (6) All other illnesses

OSHA's Form 300A (Rev. 04/2004)

Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it.
Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 20 19

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of . . . (M)			
(1) Injuries	0	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name TAM Enterprises, Inc.
Street 117 Hartley Rd
City Goshen State NY Zip 10927

Industry description (e.g., Manufacture of motor truck trailers)

Water & Wastewater Services

North American Industrial Classification (NAICS), if known (e.g., 336212)

237116

Employment information (If you don't have these figures, see the Worksheet on the next page to estimate.)

Annual average number of employees 70

Total hours worked by all employees last year 104736

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

B. J. J. Title CEO

Phone 845-397-8532 Date 1/11/20

Save Input

Log of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it.
Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader. In addition, the forms are programmed to auto-calculate as appropriate.

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Form approved OMB no. 1218-0176

Please Record:

- Information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid.
- Significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional.
- Work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12.

Reminders:

- Complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.
- Feel free to use two lines for a single case if you need to.
- Complete the 5 steps for each case.

Establishment name TAM Enterprises
City Madison State NY

Step 1. Identify the person

Step 2. Describe the case

Step 3. Classify the case

Step 4.

Step 5.

SELECT ONLY ONE circle based on the most serious outcome:

Enter the number of days the injured or ill worker was:

Select one column:

(A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness (e.g., 2/10)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	Remained at Work				Away from work		Illness						
						Death (G)	Days away from work (H)	Job transfer or restriction (I)	Other recordable cases (J)	Away from work (K)	On job transfer or restriction (L)	(M)	Injury	Skin disorder	Respiratory condition	Poisoning	Hearing loss	All other illnesses
													(1)	(2)	(3)	(4)	(5)	(6)
Reset			/ month / day			☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐	☐
Reset			/ month / day			☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐	☐
Reset			/ month / day			☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐	☐
Reset			/ month / day			☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐	☐
Reset			/ month / day			☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐	☐
Reset			/ month / day			☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐	☐
Reset			/ month / day			☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐	☐
Reset			/ month / day			☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐	☐
Reset			/ month / day			☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐	☐
Reset			/ month / day			☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐	☐

Page totals ▶

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Be sure to transfer these totals to the Summary page (Form 300A) before you post it

Add a Form Page

Page 1 of 1

Injury (1) Skin disorder (2) Respiratory condition (3) Poisoning (4) Hearing loss (5) All other illnesses (6)

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

NO CLAIMS FOR 2020

Year 2020

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

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Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths

0
(G)

Total number of cases with days away from work

0
(H)

Total number of cases with job transfer or restriction

0
(I)

Total number of other recordable cases

0
(J)

Number of Days

Total number of days away from work

0
(K)

Total number of days of job transfer or restriction

0
(L)

Injury and Illness Types

Total number of ...
(M)

(1) Injuries

0

(4) Poisonings

0

(2) Skin disorders

0

(5) Hearing loss

0

(3) Respiratory conditions

0

(6) All other illnesses

0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspect of this data collection, contact: U.S. Department of Labor, OSHA Office of Statistical Analysis, Room N-3614, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name TAM Enterprises Inc
Street 114 Hartung Rd
City Groton State NY ZIP 10924

Industry description (e.g., Manufacturing of motor truck trailers)

Water & Waste Water Services

Standard Industrial Classification (SIC), if known (e.g., 3715)

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)

237110

Employment information (If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees 80

Total hours worked by all employees last year 175240

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

John Smith Controller
Company Executive Title
() 845 234 8882 123 21
Phone Date

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HERewith, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: TAM Enterprises, Inc.
BY: Anthony Lasaponara
TITLE: President
DATED: 9/14/2021

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 14 DAY OF September, 2021

NOTARY PUBLIC - STATE OF New York

MY COMMISSION EXPIRES: 12-30-22

BRIAN W CUTLER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01CU6307111
Qualified in Orange County
My Commission Expires June 30, 2032

REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Audited balance sheet for each of the last 3 years for firm named in Section 1.
5. Evidence of authority for individuals listed in Section 7 to bind organization to an agreement.
6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
7. Required safety program submittals listed in Section 13.
8. Additional items as pertinent.

SCHEDULE A

*** SEE ATTACHED ***

CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE A - CONTRACTS ON HAND:

PROJECT	PROJECT DESCRIPTION	OWNER	ENGINEER	CONTRACT AMOUNT	% COMPLETE	PROJ. END DATE
CLAYCO: <i>ORMC Phase III</i>	Excavation and site work for parking garage structure	Garnet Health Medical Center 707 E Main Street Middletown, NY 10940 845-333-1000	FS Architecture P.C, Inc	\$653,563.29	90%	1/2022
Cornwall On Hudson: <i>SCADA</i>	Upgrades to Cornwall water system	Village of Cornwall on Hudson 325 Hudson Street Cornwall-On-Hudson, NY 845-534-4200	Pitingaro & Doetsch Consulting Engineers, 15 Industrial Drive, Suite 2 Middletown, NY 10941 Darren Doetsch 845-703-8140	\$453,781.00	85%	8/2021
Garnet Health: <i>Phase #1</i>	Parking lot modifications and new helipad	Garnet Health Medical Center 707 E Main Street Middletown, NY 10940 845-333-1000	Lanc & Tully 3132 Route 207 Campbell Hall, NY 10916 845-294-3700	\$2,840,792.65	98%	12/2021
City of Middletown: <i>Water Pump Station</i>	New finished water pump station	City of Middletown 16 James Street Middletown, NY 10940 845-364-4100	CDM Smith 280 Granite Run Drive, Suite 160 Lancaster, PA 17601 Brian Lubanow 484-332-4182	\$1,103,000.00	95%	9/2021
Ming Ye: 100 Estrada Road Hotel <i>Sanitary Force Main</i>	Trench and install 700' of sanitary force main, pavement restoration	Ye National Construction 39-01 Main Street Suite 400 Flushing, NY 11355 347-281-3609	Pitingaro & Doetsch Consulting Engineers, 15 Industrial Drive, St 2 Middletown, NY 10941 845-703-8140	\$395,657.34	10%	TBD
Ming Ye: 100 Estrada Road Hotel <i>Water Main</i>	Demo existing, and full installation of the water line and cross connection, as well as pavement restoration	Ye National Construction 39-01 Main Street Suite 400 Flushing, NY 11355 347-281-3609	Pitingaro & Doetsch Consulting Engineers, 15 Industrial Drive, Suite 2 Middletown, NY 10941 845-703-8140	\$184,285.85	10%	TBD
City of Newburgh: <i>Meadow Hill South Parallel Relief Sewer</i>	Install new sanitary sewer force main with directional drill under NYS Thruway and RT 300	City of Newburgh 83 Broadway Newburgh, NY 12550 845-569-7300	GHD Engineers 5788 Widewaters Pkwy Syracuse, NY 13214 James Osborn 315-802-0260	\$996,000.00	50%	11/2021

**SCHEDULE A -
CONTRACTS ON HAND (continued):**

PROJECT	PROJECT DESCRIPTION	OWNER	ENGINEER	CONTRACT AMOUNT	% COMPLETE	PROJ. END DATE
NWJWW - Amawalk Water Treatment Plant: <i>Mechanical Work & Clarifier Painting</i>	Mechanical work on clarifiers and painting of Clarifiers No. 1 & 2	Northern Westchester Joint Water Works 2065 East Main St Cortlandt Manor, NY 914-737-3558 Matthew Geho matthewgeho@nwjww.com	N/A	\$881,745.00	30%	6/2022
Village of Warwick: <i>Orchard St. Pump Station</i>	Install new vertical screen and misc. upgrades	Village of Warwick 77 Main Street Warwick, NY 10990 845-986-2031	Lehman & Getz Engineering P.C. 17 River Street Warwick, NY 10990 David Getz, PE 845-986-7737	\$375,000.00	50%	12/2021
Town of Wawarsing: <i>Water Treatment Facility and Well Field</i>	Installation of WTP (filtration system and chemical treatment, & 1300' of well field pipeline) and well pump installation	Town of Wawarsing 108 Canal Street Ellenville, NY 12428 845-647-7800 Terry Houck	The Chazen Companies 21 Fox Street Poughkeepsie, NY 12601 (845) 454-3980	\$2,318,000.00	5%	12/2022

SCHEDULE B

*** SEE ATTACHED ***

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE B - COMPLETED PROJECTS:

PROJECT NAME	OWNER	ENGINEER	TYPE OF WORK	CONTRACT AMOUNT	COMPLETION DATE
Town of Wallkill: <i>Windingbrook</i>	Town of Wallkill 99 Tower Drive, Bld A Middletown, NY 10941 845-692-7800	KC Engineering & Land Surveying 15 Governor Dr. Newburgh, NY 12550 Nancy A Clark, PE 845-931-2900	Replacing stream culverts and two locations	\$1,303,304.28	8/2021
City of Poughkeepsie: <i>Low Lift Pump Station</i>	City of Poughkeepsie 62 Civic Center Plaza Poughkeepsie, NY 12601	Clark Patterson Lee 9 Elks Lane Poughkeepsie, NY 12601 Mark A Long 845-454-3411	Replacing screw pump components	\$1,469,401.90	8/2021
Town of Highland: <i>Dewatering</i>	Town of Highland 4 Proctor Road Eldred, NY 12732 845-557-6085	Fusco Engineering & Land Surveying 233 East Main St. Middletown, NY Al Fusco 845-344-5863	Upgrading treatment plant	\$2,292,000.00	8/2021
City of Beacon: <i>Disinfectant Tanks</i>	City of Beacon 1 Municipal Plaza Beacon, NY 845-838-5000	Lanc & Tully 3132 Route 207 Campbell Hall, NY 10916 845-294-3700	Change scrapers and clarifier equipment.	\$2,397,000.00	8/2021
Village of Florida: <i>Village Drive</i>	Village of Florida 33 South Main Street Florida, NY 10921 845-651-7815	Fusco Engineering & Land Surveying P.C. 233 East Main St. Middletown, NY 10940 Al Fusco 845-344-5863	Install new drainage.	\$278,000.00	6/2021
City of Beacon: <i>Headworks</i>	City of Beacon 1 Municipal Plaza Beacon, NY 845-838-5000	Bipin Gandhi PC RR 207 Goshen, NY 10924 845-294-5404	Brand new headworks facility	\$3,485,662.00	6/2021
Wayne Cortts: <i>Meadowbrook Pump Station</i>	Town of New Windsor 555 Union Avenue New Windsor, NY 12553 845-565-8800	Pitingaro & Doetsch Consulting Engineers, P.C 15 Industrial Drive, Suite 2 Middletown, NY 10941 Darren Doetsch 845-703-8140	Pump station upgrade	\$453, 043. 75	6/2021

SCHEDULE B - COMPLETED PROJECTS (continued):

PROJECT NAME	OWNER	ENGINEER	TYPE OF WORK	CONTRACT AMOUNT	COMPLETION DATE
Village of Liberty: <i>Stevensville Water Improv.</i>	Village of Liberty 167 N. Main Street Liberty, NY 12757 845-292-2250	Delaware Engineering 55 South Main St. Oneonta, NY 13820 Jeff Fancisco 607-432-8073	Upgrading the control system	\$401,381.00	05/2021
Town of Carmel: <i>Sand Filter Building Roof</i>	Town of Carmel 60 McAlpin Ave Mahopac, NY 10541 845-628-1500	Delaware Engineering 55 South Main St. Oneonta, NY 13820 Jeff Fancisco 607-432-8073	Reframe roof structure and install new roof	\$598,000.00	04/2021
Village of Florida: <i>RBC Project</i>	Village of Floirda 33 South Main Street Florida, NY 10921 845-651-7815	Fusco Engineering & Land Surveying P.C 233 East Main St. Middletown, NY 10940 Al Fusco 845-344-5863	Demolish and install new RBC equipment	\$165,000.00	04/2021
Town of Wallkill: <i>Interconnect</i>	Town of Wallkill 99 Tower Drive, Bld A Middletown, NY 10941 845-692-7800	KC Engineering & Land Surveying 15 Governor Dr. Newburgh, NY 12550 Nancy A Clark, PE 845-931-2900	Watermain upgrades	\$989,000.00	03/2021
Joint Regional: <i>Letchworth Sanitary Sewer Replacement</i>	Town of Haverstraw 1 Rosman Rd Garnerville, NY 10923 845-429-2200	Cosimo Pagano Environmental Design & Research 217 Montgomery St Syracuse, NY 13202	Sanitary Sewer Replacement	\$1,995,00.00	10/2020
City of Beacon: <i>Final Settling Tanks</i>	City of Beacon 1 Municipal Plaza Beacon, NY 845-838-5000	Bipin Gandhi P.C. RR 207 Goshen, NY 10924 845-294-5404	Final Settling Tanks	\$751,000.00	09/2020

SCHEDULE B - COMPLETED PROJECTS (continued):

PROJECT NAME	OWNER	ENGINEER	TYPE OF WORK	CONTRACT AMOUNT	COMPLETION DATE
Village of Woodbury: <i>Pleasant Drive</i>	Village of Woodbury 455 Route 2 Highland Mills, NY 845-928- 7558	H2M Architects 2 Executive Blvd Ste 401 Suffern, NY 10901	Water Main	\$555,023.00	6/2020
NWJWW Town of Cortlandt: <i>Catskill WTP Tank Replacement</i>	Town of Cortland 2065 E Main Street Cortland Manor, NY 10567 914-734-1000	Raymond Reber , Town Engineer 2065 E Main Street Cortland Manor, NY 10567	WTP Tank Replacement	\$179,012.00	11/2019
Village of Suffern: <i>Pipe Replacement</i>	Village of Suffern 61 Washington Ave Suffern, NY 10901 845-357-2600	Pitingaro & Doetsch Consulting Engineers 15 Industrial Drive Middletown , NY 10941	Pipe Replacement	\$398,836.00	09/2019
Town of Wappinger: <i>Meadowwood Filtration Project</i>	Town of Wappinger 20 Middlebush Road Wappingers Falls, NY 12590 845-297 -4158	CPL Team Mark Long 50 Front Street Newburgh, NY 12550	Filtration Project	\$461,000.00	09/2019
City Of Newburgh: <i>Regulator # 2 Improvements</i>	City of Newburgh 83 Broadway Newburgh, NY 12550 845-569 -7300	Arcadis 630 Plaza Drive St 200 Highlands Ranch, CO 80129	Regulator Improvements	\$1,257,750.00	06/2019
Town of Wallkill: <i>Breaside Filter Project</i>	Town of Wallkill 99 Tower Drive, Bld A Middletown, NY 10941 845-692 -7800	KC Engineering 2142 Route 302 Circleville, NY 10919	Filter Project	\$1,068,980.00	06/2019
City of Beacon: <i>Rehab on the Septage Receiving Station</i>	City of Beacon 1 Municipal Plaza Beacon, NY 845-838-5000	Bipin Gandhi PC 845-294-5404 bipingandhi@frontiernet.net	Septic Station Rehab	\$199,122.00	09/2018

*** SEE ATTACHED ***

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++ END OF QUALIFICATIONS STATEMENT ++

SCHEDULE C

MAJOR EQUIPMENT AVAILABLE:

Item	Purchase Date	Condition	Acquired Value
2019 Kenworth Crane Truck	June 2018	Excellent Running Condition	\$150,000.00
2019 Kenworth Crane Truck	August 2018	Excellent Running Condition	\$150,000.00
2015 Western Star Hydro Vac	May 2015	Excellent Running Condition	\$500,000.00
2015 Western Star Hydro Vac	June 2019	Excellent Running Condition	\$500,000.00
2013 Peterbilt VacCon	May 2014	Excellent Running Condition	\$200,000.00
2020 Dodge RAM 3500	June 2020	Excellent Running Condition	\$53,000.00
2019 Kubota SVL95 Skid Steer	September 2019	Excellent Running Condition	\$30,000.00
2005 Komatsu PC200 Excavator	September 2012	Excellent Running Condition	\$38,000.00
2019 Kubota Excavator	August 2019	Excellent Running Condition	\$48,000.00
2016 Kubota R630-R43 Wheel Loader	February 2016	Excellent Running Condition	\$68,000.00
2021 Freightliner Tri-Axle Dump Truck	May 2021	Excellent Running Condition	\$192,000.00
2021 Freightliner Tri-Axle Dump Truck	May 2021	Excellent Running Condition	\$192,000.00
Caterpillar D5 Bulldozer	September 2014	Excellent Running Condition	\$52,000.00

114 Hartley Road
Goshen, NY 10924



Phone: (845) 294-8882
www.tamenterprises.com

TAM Enterprises, Inc. will release all financial statements and requirements upon award, as requested.

Thank you,



Anthony Lasaponara
President

114 Hartley Road
Goshen, NY 10924



Phone: (845) 294-8882
www.tamenterprises.com

Corporate Resolution Authorization

Anthony Lasaponara, the undersigned, certifies that he is the President of TAM Enterprises, Inc, a corporation organized under the laws of New York having its principal office at 114 Hartley Road, Goshen, NY 10924 and that the following is a true copy of a resolution duly adopted by the Board of Directors of TAM Enterprises, Inc. at a meeting held by them on April 1, 2020, where a quorum was present.

Resolved, that Anthony Lasaponara, is hereby authorized to negotiate on behalf of TAM Enterprises, Inc.

The undersigned further certifies that there is no provision in the Articles of Incorporation or the bylaws of TAM Enterprises, Inc. limiting the power of the Board of Directors to pass the resolution described above and that the resolution is in conformity with the provisions of the Articles of Incorporation and the bylaws and this resolution has not been rescinded or modified.

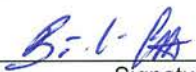


Anthony Lasaponara, President
TAM Enterprises, Inc.

9/14/21

Date

Sworn to before me on this 14 day of
September 20 21.



Signature of Notary Public

BRIAN W CUTLER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01CU6307111
Qualified in Orange County
My Commission Expires June 30, 2022

Key Personnel Resumes



WATER & WASTEWATER SPECIALISTS

**ANTHONY
LASAPONARA**

PRESIDENT

LICENSES & CERTIFICATIONS

Class A – Licensed
Master Electrician,
Orange County, NY,
License # 225

30-Hour OSHA

Confined Space Entry
(CSE)

YEARS OF EXPERIENCE

26+

SUMMARY

With just a van and small snake machine, Tony Lasaponara founded TAM Enterprises, Inc. in 1994. He quickly began to develop his now well-known reputation for providing exceptional service, and he has since grown TAM into the serious operation that it is today: a team of over 35 industry-leading water and wastewater specialists who operate a fleet of hydrovacuum excavation trucks, high-pressure water jetting trucks, state-of-the-art video inspection units, excavators and other cutting-edge equipment to provide services to clients throughout the New York Tri-State region.

As the driving force behind TAM, Tony applies his 26 years of experience and diverse skill set to managing the company. His long and consistent track record of maintaining lasting relationships with clients and vendors is the direct result of his dedication. He is fully committed to customer service and the delivery of the highest quality finished products. Although TAM's resources are now vast, Tony has not forgotten his roots; whether working alone in a van or overseeing one of the largest fleets of water and sewer vehicles in

the region, he has always held exceptional customer service as the core of his business model.

PROJECT EXPERIENCE

- Owner & Operator of Pike County Environmental Enterprises, LLC, Matamoras, PA
 - Site-wide Upgrades & Repairs to Various Treatment Components
 - Belt Filter Press, Sand Filters & Lime Silo Storage Improvements
 - Aeration Blower Upgrade
- Emergency Response Repairs to the South Sewer Main Connection to the West Interceptor Trunk Main, City of Newburgh, Newburgh NY
- Sludge Mixers Replacement Project for Rockland County Sewer District No. 1, Rockland County, NY
- Final Settling Tanks Equipment Replacement for the City of Beacon Wastewater Treatment Plant, City of Beacon, NY
- Head Works for City of Beacon Wastewater Treatment Facility, City of Beacon, NY
- Gravity Thickener Improvements Project for the Joint Regional Sewerage Board, West Haverstraw, NY
- Rehabilitation of Louisa Street, Charles Point A & B Sewer Pump Stations, City of Peekskill, NY
- Replacement of Mechanical Aeration System with a Fine Bubble Aeration System at the Tri-Municipal Sewer Commission, Poughkeepsie, NY
- Raw Sewage Pump Rehabilitation for the Town of Wallkill, Middletown, NY
- Belt Press Upgrade for the Village of Walden Sewage Treatment Plant, Walden, NY



WATER & WASTEWATER SPECIALISTS

BRIAN CUTLER

CFO & HOME OFFICE
ADMINISTRATOR

LICENSES & CERTIFICATIONS

10-Hour OSHA

Confined Space Entry
(CSE)

YEARS OF EXPERIENCE

15+

MEMBERSHIPS

Member, Town of
Mount Hope Planning
Board, Orange County,
NY

SUMMARY

Brian started his career in construction, like many laborers, humbly: “with a shovel in a ditch.” In the field, he sought out every opportunity to learn new skills. He built relationships with seasoned equipment and paving operators, who mentored him in all aspects of site work, including tree clearing, earthwork, demolition, utility installation, paving and curb installation. His aptitude for project management and easygoing attitude then landed him progressively responsible administrative roles in accounting and, eventually, business management.

After years of serving as the vice president at a massive excavation company, Brian joined TAM Enterprises, Inc. to manage the day-to-day operations of the business, including site work operations, workforce management, fleet management and overall construction business and financial controls. He shares TAM’s commitment to exceptional customer service, and he prides himself on his ability to communicate with clients and deliver high-quality projects. Brian liaises daily between TAM project management and jobsite foremen regarding progress and challenges to ensure that projects remain on time and on budget and that they exceed client expectations.

PROJECT EXPERIENCE

- Sludge Mixers Replacement Project for Rockland County Sewer District No. 1, Rockland County, NY
- Final Settling Tanks Equipment Replacement for the City of Beacon Wastewater Treatment Plant, City of Beacon, NY
- Head Works for City of Beacon Wastewater Treatment Facility, City of Beacon, NY
- Gravity Thickener Improvements Project for the Joint Regional Sewerage Board, West Haverstraw, NY
- Rehabilitation of Louisa Street, Charles Point A & B Sewer Pump Stations, City of Peekskill, NY
- Aeration Blower Upgrade for Pike County Environmental Enterprises, LLC, Matamoras, PA



WATER & WASTEWATER SPECIALISTS

CHAD YOUNG

**PROJECT
MANAGER**

LICENSES & CERTIFICATIONS

10-Hour OSHA

YEARS OF EXPERIENCE

12+

SUMMARY

Chad has 12 years of experience in general construction, with the latter part of his career dedicated to project management and delivery. Chad's expertise includes critical path analysis from inception to completion, incorporating submittal requirements and shop drawing reviews to ensure all project goals and milestones are met. Chad opens lines of communication between client engineers and representatives and construction site personnel as necessary to guarantee quality and efficiency on the jobsite.

PROJECT EXPERIENCE

- Final Settling Tanks Equipment Replacement for the City of Beacon Wastewater Treatment Plant, City of Beacon, NY
- Head Works for City of Beacon Wastewater Treatment Facility, City of Beacon, NY
- Water Pollution Control Plant Low Lift Pump Improvements at the City of Poughkeepsie Wastewater Treatment Plant, Poughkeepsie, NY
- Catskill Water Treatment Plant Hypochlorite & Caustic Tank Replacement, Cortlandt, NY
- Meadowood Filtration Project for the United Wappinger Water District, Town of Wappinger, NY
- Sewer Pump Reconstruction at Grant D. Morse Elementary School, Saugerties Central School District, Saugerties, NY
- Vertical Spiral Screen for the Orchard Street Pump Station, Village of Warwick, NY
- Wastewater Treatment Plant Dewatering System Improvements at the Wastewater Treatment Plant, Town of Highlands, NY
- Letchworth Sewer Replacement for the Joint Regional Sewerage Board, Haverstraw, NY
- Leachate & Condensate Collection System Operation & Maintenance Services, Orange County, NY
- Wastewater Treatment Plant Fire Damage Repairs to the Rotating Biological Contactors at the Village of Highland Falls Wastewater Treatment Plant, Highland Falls, NY
- Replacement of Filter Media for the City of Beacon Water Filter Plant, Beacon, NY
- Water Treatment Plant Chemicals & Residuals Removal at the Catskill & Amawalk Water Treatment Plant for the Northern Westchester Joint Water Works, Cortlandt Manor, NY
- Rebuild Rotating Biological Contact Disks at the Village of Florida Wastewater Treatment Plant, Florida, NY
- Dechlorination System at the Town of Highlands Wastewater Treatment Plant, Highlands, NY



WATER & WASTEWATER SPECIALISTS

ANDREW MCGINNIS

GENERAL
FOREMAN

LICENSES & CERTIFICATIONS

10-Hour OSHA

Confined Space Entry
(CSE)

YEARS OF EXPERIENCE

16+

SUMMARY

Andy is TAM Enterprises, Inc.'s resident mechanical expert, with over 16 years of extensive experience in the installation, repair and service of all components of water and wastewater pump stations and treatment facilities, including air handlers, scrubbers, tanks, clarifiers, digesters, pumps, blowers, screens, grinders and filters. He has incomparable knowledge of the mechanics of water and wastewater treatment technologies.

His well-honed mechanical skills, along with his adeptness at accurately preparing estimates and invoicing for complex construction projects, make him an invaluable project team member.

PROJECT EXPERIENCE

- Sludge Mixers Replacement Project for Rockland County Sewer District No. 1, Rockland County, NY
- Final Settling Tanks Equipment Replacement for the City of Beacon Wastewater Treatment Plant, City of Beacon, NY
- Head Works for City of Beacon Wastewater Treatment Facility, City of Beacon, NY
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- Rehabilitation of Louisa Street, Charles Point A & B Sewer Pump Stations, City of Peekskill, NY
- Replacement of Mechanical Aeration System with a Fine Bubble Aeration System at the Tri-Municipal Sewer Commission, Poughkeepsie, NY
- Raw Sewage Pump Rehabilitation for the Town of Wallkill, Middletown, NY
- Aeration Blower Upgrade for Pike County Environmental Enterprises, LLC, Matamoras, PA
- Belt Press Upgrade for the Village of Walden Sewage Treatment Plant, Walden, NY

7.01 C List of Subcontractors, Suppliers, and other individuals and entities required to be identified in this Bid:

Suppliers:

Ferguson

North East Paving & Seal Coating

Eastern Associates

AR Concrete

Kandel Brothers

Subcontractors:

National Watermain

S & W Controls

TriCo Electric

Immaculate Concrete

AK Slip Forming

DOCUMENT 00 45 19
WAIVER OF IMMUNITY/NON-COLLUSIVE BIDDING CERTIFICATION
PURSUANT TO SECTION 103-D OF THE NEW YORK STATE
GENERAL MUNICIPAL LAW

A. By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organizations, under penalty of perjury, that to the best of knowledge and belief:

- (1) The prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this Bid have not knowingly been disclosed by the Bidder and will not knowingly be disclosed by the Bidder, directly or indirectly, prior to opening, to any other Bidder or to any competitor;
- (3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition;

A Bid shall not be considered for award nor shall any award be made where (1), (2) and (3) above have not been complied with; provided, however, that in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the Bid a signed statement which sets forth in detail the reasons therefore. Where (1), (2) and (3) above have not been complied with, the Bid shall not be considered for award nor shall any award be made unless the head of the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the Bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a Bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being Bid, does not constitute, without more, a disclosure within the meaning of paragraph A above.

B. Any Bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate Bidder for work or services performed or to be performed or goods sold or to be sold, where competitive Bidding is required by statute, rule, regulation, local law, and where such Bid contains the certification referred to in paragraph A of this section, shall be deemed to have been authorized by the board of directors of the Bidder, and such authorization shall be deemed to include the submission of the Bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Sworn to before me
this 14 day of September, 2021

Signature

President

BRIAN W CUTLER

NOTARY PUBLIC-STATE OF NEW YORK

No. 01CU6307111

Notary Public Qualified in Orange County Company Name

My Commission Expires June 30, 2022

TAM Enterprises, Inc.

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DOCUMENT 00 45 20
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:

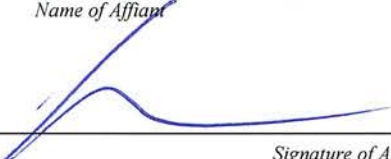
I am President, an officer of the firm of TAM Enterprises, Inc.

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 14 day of September, 20 21

Affix Notary Seal or Stamp below

Notary Public of New York

My commission expires: 6-30-22

Notary Signature: Brian W Cutler

BRIAN W CUTLER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01CU6307111
Qualified in Orange County
My Commission Expires June 30, 2022

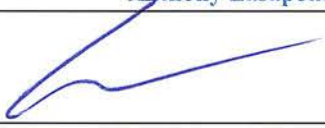
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IRANIAN ENERGY SECTOR DIVESTMENT

Certification Pursuant to Section 103-g of the New York State General Municipal Law

- 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 A 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 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: 9/14/2021 Company Name: TAM Enterprises, Inc.

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Attachment 4 – Lobbying Certification



Environmental Facilities Corporation

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

SRF Project No.: C3-7332-11-00

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: 

Name: Anthony Lasaponara

Title: President

Company Name: TAM Enterprises, Inc.

Date: 9/14/2021

Contract ID: Bid No. 11.21

Attachment 5 – AIS Contractor's Certification



Signature: _____
 Name (print): Anthony Lasaponara
 Title: President
 Date: 9/14/2021

RESOLUTION NO.: 219 - 2021

OF

SEPTEMBER 27, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL
AND EXECUTE AN AGREEMENT FOR PROFESSIONAL CONSTRUCTION
MANAGEMENT ENGINEERING SERVICES WITH ARCADIS OF NEW YORK INC.
FOR THE DOWNING POND DRAIN OUTLET AND
THIRD STREET STORM SEWER PROJECT
IN AN AMOUNT NOT TO EXCEED \$222,000.00**

WHEREAS, by Resolution No. 219-2011 of October 24, 2011, the City Council of the City of Newburgh, New York authorized the City Manager to execute a Consent Order with the New York State Department of Environmental Conservation ("NYS DEC") to resolve violations at the Wastewater Treatment Plant and for the development of the Long Term Control Plan ("LTCP"); and

WHEREAS, the City submitted its Phase I LTCP and by Resolution No. 303-2015 of November 23, 2015, the City Council authorized the City Manager to execute a Modification Order on Consent approving a Compliance Schedule for Phase I through V of the LTCP; and

WHEREAS, by Resolution No. 189-2019 of August 12, 2019, the City Council authorized a professional engineering services agreement with Arcadis of New York, Inc. to complete the planning and preliminary engineering for projects included as part of Phase II, III, and IV of the LTCP in an amount not to exceed \$880,000.00; and

WHEREAS, by Resolution No. 113-2020 of May 28, 2020, City Council authorized a professional engineering services agreement with Arcadis of New York, Inc. to complete the designs and bid documents for the Downing Park Drain Outlet and Third Street Storm Sewer Project included as part of Phase II and III of the LTCP in an amount not to exceed \$542,500.00; and

WHEREAS, Arcadis of New York, Inc. has submitted a letter proposal for professional construction management engineering services for the construction of the Downing Park Drain Outlet and Third Street Storm Sewer Project included as part of Phase II and III of the LTCP; and

WHEREAS, funding for the cost of the services an amount not to exceed \$222,000.00 shall be derived from an existing grant and loan from the New York State Environmental Facilities Corporation under project CWSRF#C3-7332-11-00; and

WHEREAS, this Council determines that accepting the proposal and executing a contract with Arcadis of New York, Inc. in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept the letter proposal and execute a professional construction management engineering services agreement with Arcadis of New York, Inc. for the construction of the Downing Park Drain Outlet and Third Street Storm Sewer Project included as part of Phase II and III of the Long Term Control Plan for the City's Combined Sewer Collection System, with other provisions as Corporation Counsel may require, in an amount not to exceed \$222,000.00.

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

Arcadis of New York, Inc.
855 Route 146
Suite 210
Clifton Park
New York 12065
Phone: 518 250 7300
Fax: 518 371 2757
www.arcadis.com

Date: September 14, 2021

Our Ref: 30055884

Subject: **Proposal for Construction Phase Services**
New Drain Outlet at Downing Pond and Third Street Storm Sewer

Dear Mr. Morris,

Arcadis of New York, Inc. (Arcadis) is pleased to present this proposal for continued services to support the City of Newburgh with implementation of the New Drain Outlet at Downing Pond and Third Street Storm Sewer. The Arcadis team has helped lead this important project since its inception, and as such, we have a deep working knowledge of the project history, design, approvals, and grant funding requirements. At your request, Arcadis is proposing this comprehensive scope of services for the construction phase.

Scope of Work

Task 10 – Construction Administration

Arcadis will perform construction contract administration services based on a single-prime construction contract with an expected duration of 10 months. Arcadis will provide in-house project management to direct and coordinate services to be provided by Arcadis, such as scheduling site visits, quality review of deliverables, communications with City staff, budget management and invoicing.

Arcadis will schedule and attend, in conjunction with the City, the pre-construction conference to discuss general and specific requirements of the Contract Documents. Develop an agenda and create and distribute minutes for this meeting.

Arcadis will review the Contractor's pre-construction submittals including, but not limited to, lists of subcontractors, critical path schedules, schedule of values, and submittal log. Review the Contractor's submittals during construction including shop drawings, material and equipment samples, and vendor O&M manuals to determine whether such submittals are in accordance with the Contract Documents. Indicate what changes, if any, are necessary for each submittal and review necessary re-submittals until such point as submittals are in conformance with the Contract Documents. Arcadis has included up to two re-submittals in this scope of work. Arcadis will maintain a submittal log describing the current status of Contractors' submittals, as well as maintain records of vendor warranties and one set of approved shop drawings to be turned over to the City at the completion of construction.

Review, log, and respond to Requests for Information (RFIs), Requests for Field Changes, and Field Changes that are submitted in writing by the Contractor. Create written responses for each request and prepare supplementary drawings that may be necessary for the interpretation and clarification of the Contract Documents.

Mr. Jason Morris, PE
City of Newburgh
September 14, 2021

Review the Contractor's construction progress schedule and provide comments to the Contractor and the City. Review the schedule as it relates to the overall schedule for the project and provide comments to scheduling items that may need to be expedited to achieve overall project milestones. Additionally, make recommendations to the City for the approval of payment requests. Recommendations for payment will be based on the Contractor's progress to date, and shop drawing and equipment procurement status.

Prepare and support the City in the negotiation of change orders and in the review of requests for time extensions and of claims, if necessary. Preparation of change orders shall include necessary drawing and specification modifications.

Prepare quarterly M/WBE and EEO reports to be sent to the New York State Environmental Facilities Corporation as required for NYS Clean Water State Revolving funding.

Task 11 – Construction Progress Meetings and Site Visits

Attend up to 16 bi-weekly progress meetings with the City and the Contractor. Develop agendas and create and distribute minutes for each of these meetings. Meetings will include a discussion of the work completed in the prior two weeks, the progress anticipated for the upcoming two weeks, the status of RFI's, change orders, and shop drawings.

Arcadis will make a site visit on the same day of each of the progress meeting observe the progress of the Work. Additionally, Arcadis will participate in an inspection with the City to determine if the work is substantially complete and assist in determining if the work has been completed in general accordance with the Contract Documents. Prepare a list of incomplete items (punch list) and obtain a schedule for their completion from the Contractor. Coordinate the correction and completion of the work. Upon receiving written notice from the Contractor that the Work is complete, and a final inspection requested, Arcadis will conduct final inspection to determine if the completed Work is acceptable so that Arcadis may recommend, in writing, final payment to Contractor.

Task 12 – Construction Observation

Arcadis will provide full time inspection services on behalf of the City. Arcadis will partner with a M/WBE firm to provide up to 720 hours of construction observation by a construction field representative, which is anticipated to begin in the Spring of 2022. While inspecting the Work on site, the construction field representative will:

- Observe material and equipment delivered to the site prior to installation;
- Inform the Contractor when the Work being performed does not meet the requirements of the Contract Documents;
- Verify that deficiencies in the Work are corrected and properly documented, and;
- Prepare a daily log summarizing the day's observations. The daily log will include the date, weather conditions, construction Work in progress, size of the work force, equipment utilized, and condition of the Work.

Task 13 – Construction Closeout

Arcadis will assist the City with document collection for closeout of the project in compliance with NYS EFC requirements. Create as-built/record drawings based upon the Contractor and construction inspector's field mark-ups. The CADD drawing files will be submitted to the City electronically, along with 2 hard copies.

Mr. Jason Morris, PE
City of Newburgh
September 14, 2021

Schedule and Fee

Arcadis will complete the scope of services presented herein for a total not to exceed fee of \$222,000. The City will only be charged for actual time and expense costs incurred. If acceptable, this scope of work will be billed in accordance with the attached rates schedule for hours worked plus other direct costs markup of 10 percent. Arcadis proposes amending the current Engineering Agreement for Downing Pond and North Interceptor dated June 17, 2020, to add the scope of services presented herein.

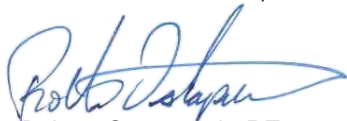
Task	Compensation
Task 10 – Construction Administration	\$64,000
Task 11 – Construction Progress Meetings	\$37,000
Task 12 – Construction Observation	\$101,000
Task 13 – Construction Closeout	\$20,000
Total Not to Exceed Fee: \$222,000	

Arcadis anticipates the Construction Contract be awarded the end of September and notice to proceed be given to the Contractor in early to mid-October. The Contract times stipulated in the Contract Documents has substantial completion at 300 days and work completed for final payment at 330 days. Based on the availability of construction materials, it is believed that the Contractor may not mobilize to the site until spring 2022.

Arcadis is familiar with NYS EFC requirements to make good faith efforts to obtain the services of M/WBE subcontractors, and to that end we are proposing to use a WBE subcontractor for construction inspection to achieve a goal of 23% utilization. It is estimated for the scope of services described herein, that the total M/WBE utilization will be approximately \$71,000 or 32%.

Arcadis looks forward to continuing to support the City to improve its critical infrastructure. If you have any questions, please do not hesitate to contact me at (518) 250-7300 so that I may be of further assistance. We again thank the City for this opportunity.

Sincerely,
Arcadis of New York, Inc.



Robert Ostapczuk, PE
Vice President

Email: robert.ostapczuk@aracdis.com
Direct Line: 518.250.7305

This proposal and its contents shall not be duplicated, used or disclosed — in whole or in part — for any purpose other than to evaluate the proposal. This proposal is not intended to be binding or form the terms of a contract. The scope and price of this proposal will be superseded by the contract. If this proposal is accepted and a contract is awarded to Arcadis as a result of — or in connection with — the submission of this proposal, Arcadis and/or the client shall have the right to make appropriate revisions of its terms, including scope and price, for purposes of the contract. Further, client shall have the right to duplicate, use or disclose the data contained in this proposal only to the extent provided in the resulting contract.

Rate Sheet

Hourly Rates: Charges for services provided will be in accordance with the following schedule:

Rate Schedule	
Grade 1 – Technician/Administrator I	\$60
Grade 2 – Technician/Administrator II	\$75
Grade 3 – Technician/Administrator III	\$85
Grade 4 – Technician/Administrator IV	\$90
Grade 5 – Professional	\$105
Grade 6 – Professional II	\$115
Grade 7 – Staff Professional	\$135
Grade 8 – Project Professional	\$150
Grade 9 – Senior Professional	\$170
Grade 10 – Principal	\$190
Grade 11 – Associate VP or VP	\$240
Grade 12 – VP or Senior VP	\$270

Reimbursable Expenses. Except for certain in-house services, project expenses incurred with subcontractors and outside vendors will be invoiced at cost plus 10%. These project expenses may include, but are not limited to: shipping charges; printing; supplies; equipment; traveling expenses; special insurance; licenses; permits; and subcontracted services.

In-house services not subject to handling costs are:

Transportation: \$0.56/mile for vehicles; \$0.66/mile for 4x4 vehicles

Invoices. Arcadis will submit invoices to Client for each month during which services were performed. Invoices may include carrying charges at 1.5% per month for delinquent payments outstanding over 30 days and applicable sales or value-added taxes.

RESOLUTION NO.: 220 - 2021

OF

SEPTEMBER 27, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL
AND EXECUTE AN AGREEMENT WITH
QUALITY ENVIRONMENTAL SOLUTIONS & TECHNOLOGIES, INC.
FOR ASBESTOS SAMPLING, VARIANCE AND MONITORING SERVICES
AT THE WASTEWATER TREATMENT PLANT HEADWORKS BUILDING
IN AN AMOUNT NOT TO EXCEED \$10,000.00**

WHEREAS, asbestos containing material is suspected in various locations in the Headworks Building at the City of Newburgh Wastewater Treatment Plant; and

WHEREAS, Quality Environmental Solutions & Technologies, Inc. has submitted a proposal for asbestos sampling, development of a New York State Department of Labor variance, specifications, and third-party asbestos air monitoring for the asbestos abatement at the Wastewater Treatment Plant Headworks Building; and

WHEREAS, the cost for these services will not exceed \$10,000.00 and funding shall be derived from HG1.8130.0200.0000.2020; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. for asbestos sampling, development of a New York State Department of Labor variance, specifications, and third-party asbestos air monitoring at a cost not to exceed \$10,000.00 for asbestos abatement at the City of Newburgh Wastewater Treatment Plant Headworks Building.

QuES&T

Quality Environmental Solutions & Technologies, Inc.

September 10, 2021

City of Newburgh
83 Broadway
Newburgh, NY 12550

ATTN: Jason C. Morris

Via E-mail: JMorris@cityofnewburgh-ny.gov

Re.: 2 Renwick Street, Newburgh, NY 12550 – WWTP Headworks Building
Request for Proposal – Limited Asbestos Bulk Sampling Survey, Variance Develop/Submission,
Specification/Bidding and Asbestos Abatement Monitoring & Management Services

Dear Mr. Morris,

Quality Environmental Solutions & Technologies, Inc. (**QuES&T**) is pleased to submit the attached proposal to: 1) Perform a Limited Asbestos Bulk Sampling Survey; 2) Prepare and submit a Site-Specific Variance to NYSDOL ESU (if applicable); 3) Prepare a Specification with Bid Documents outlining the scope of work and Conduct Onsite Walkthrough w/Prospective Bidders to secure pricing for the project and, 4) provide Asbestos Abatement Monitoring & Management Services during abatement activities.

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

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

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

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

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

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

For additional information concerning this submittal, please contact us at (845) 298-6031. We look forward to working with the City of Newburgh in the environmental consulting and remediation services area.

Sincerely,



Rudy Lipinski - LEED® AP
Director of Field Operations
NYS/AHERA Inspector/Project Designer
Cert. #AH 05-09049

**LIMITED ASBESTOS BULK SAMPLING SURVEY, VARIANCE
DEVELOPMENT/SUBMISSION, SPECIFICATION/BIDDING AND ASBESTOS
ABATEMENT MONITORING & MANAGEMENT SERVICES
for
CITY OF NEWBURGH
83 Broadway
Newburgh, NY 12550
at
WASTE WATER TREATMENT PLANT
HEADWORKS BUILDING
2 Renwick Street
Newburgh, NY 12550**

QuES&T agrees to provide the following services:

1.) Limited Asbestos Bulk Sampling Survey

- Provide certified NYS/AHERA Asbestos Inspector(s) to perform a Limited Asbestos Bulk Sampling Survey within the Waste Water Treatment Plant Headworks Building, located at 2 Renwick Street, Newburgh, NY 12550.
- Perform collection and analysis of suspect friable Asbestos-containing Materials (ACM) using Polarized Light Microscopy (PLM) 198.1 analytical protocol and, as required, approved method 198.8 for Vermiculite.
- Perform collection and analysis of suspect non-friable organically bound Asbestos-containing Materials (ACM) using both Polarized Light Microscopy-NOB (PLM-NOB) and Quantitative Transmission Electron Microscopy (QTEM) analytical protocols.
- Discussion of laboratory results for all bulk samples (PLM 198.1, 198.8 & QTEM/PLM).
- Documentation of all analytical laboratory certifications.
- Preparation of one (1) Final Asbestos Report with Contamination Assessment, identifying estimated quantities, locations, types and conditions of Asbestos-containing Materials (ACM) within the Headworks Building.

2.) Development and Submission of NYSDOL Site-Specific Variance (If Applicable)

- Meet onsite to identify areas impacted by abatement activities within the Waste Water Treatment Plant Headworks Building.
- Develop alternate work practices that will not expose the public or workers to elevated fiber levels.
- Develop a scope of work that will minimize the impact on the facility.
- Preparation and submittal of NYSDOL Site-Specific Variance and supporting documentation to the NYSDOL Engineering Services Unit regarding the proposed work scope.
- Act as the Petitioners Agent during the NYSDOL ESU review process and incorporate any changes or additions requested by NYSDOL ESU during their review.
- Final determination regarding approved means and methods shall be as directed by NYSDOL ESU.

Services Cont'd...

3.) Asbestos Abatement Specification w/Bid Documents (Short Spec) & Bidding Process

- Develop asbestos-abatement specific contract documents and detailed work scopes for the purpose of securing competitive bidding to perform asbestos abatement.
- Conduct onsite pre-bid walk through with Environmental Remediation Contractors and prepare addendum as needed to resolve outstanding issues prior to bid due date.
- Review completed bids and contractor submittals for accuracy and content and assist the **City of Newburgh** in the selection of an Environmental Remediation Contractor.

4.) Asbestos Abatement Management and Monitoring

Item 1: Supervision of Abatement Activities (Combined Project Monitor/Air Sampling Technician)

- Perform project monitoring, inspection and acceptance of the work.
- Provide coordination to ensure timely completion of the asbestos removal.
- Review construction phasing plans and assist in the coordination of the activities of the various contractors and building occupants to ensure compliance with applicable federal, state and municipal regulatory requirements and bid specifications.
- Complete work step lists and documentation packages for final closeout.

Item 2: Third Party Asbestos Air Monitoring

- **QuES&T** will provide collection and laboratory analysis of the required air samples, in conjunction with Item 1, on a cost per sample basis. To maintain compliance with the requirements of 56-4.3, analysis of the air samples shall be by "an independent laboratory conforming to the requirements of 12 NYCRR 56-4.2". The sampling frequency will be as specified in Title 12 NYCRR Rule 56; Subpart 56-4 and any NYS DOL Applicable Variance or Site-Specific Variances utilized in the conduct of this project.

**LIMITED ASBESTOS BULK SAMPLING SURVEY, VARIANCE
DEVELOPMENT/SUBMISSION, SPECIFICATION/BIDDING AND ASBESTOS
ABATEMENT MONITORING & MANAGEMENT SERVICES**

**for
CITY OF NEWBURGH
83 Broadway
Newburgh, NY 12550**

**at
WASTE WATER TREATMENT PLANT
HEADWORKS BUILDING
2 Renwick Street
Newburgh, NY 12550**

COST ESTIMATE

➤ **1) Limited Asbestos Bulk Sampling Survey**

Inspector Labor	\$ 320.00
RUSH TAT PLM Bulk Sample Analysis 6 @ \$45/Layer	\$ 270.00*
1-Week TAT PLM Bulk Sample Analysis 16 @ \$16/Layer	\$ 256.00*
1-Week TAT NOB Bulk Sample Analysis 6 @ \$41/Layer	\$ 246.00*
Final Asbestos Report w/Contamination Assessment	\$ 250.00
Travel & Misc. Materials	\$ 30.00
Total:	\$ 1,372.00

➤ **2) Development and Submission of NYSDOL Site-Specific Variance**

NYSDOL Variance Prep Including Site Visit	\$ 950.00
NYSDOL Variance Filing Fee	\$ 350.00
Lump Sum Total:	\$ 1,300.00

➤ **3) Asbestos Abatement Specification w/Bid Docs (Short Spec) & Bidding Process**

Develop Abatement Work Scopes with Bid Documents	\$ 1,950.00
Conduct Onsite Walkthrough w/Prospective Bidders	No Charge
Lump Sum Total:	\$ 1,950.00

➤ **4) Asbestos Abatement Monitoring & Management Services**

Project Management Labor (1 PM, 2 Hours @ \$90/hour)	\$ 180.00
Project Monitor "Weekday" Labor (1 Tech, 10 Shifts @ \$400/shift)	\$ 4,000.00
24-hr. TAT "Background" PCM Air Sample Analysis (8 @ \$15/each)	\$ 120.00
3-hr. TAT "Clearance" PCM Air Sample Analysis (28 @ \$20/each)	\$ 560.00
Travel and Misc. Materials	\$ 500.00
Total:	\$ 5,360.00

Estimated Project Total: \$ 9,982.00

***NOTE :**

1. Estimated number of samples to be collected. Client will be charged for actual samples analyzed & services rendered.

RESOLUTION NO.: 221 - 2021

OF

SEPTEMBER 27, 2021

**A RESOLUTION ACCEPTING A PROPOSAL AND AUTHORIZING
THE CITY MANAGER TO EXECUTE A CONTRACT WITH
ARCADIS OF NEW YORK, INC. FOR ADDITIONAL CONSTRUCTION MANAGEMENT
PROFESSIONAL ENGINEERING SERVICES
FOR THE WATER PLANT SCADA IMPROVEMENTS PROJECT
IN AN AMOUNT NOT TO EXCEED \$45,000.00**

WHEREAS, by Resolution No. 5-2019 of January 14, 2019 and Resolution No. 37-2019 of February 25, 2019, the City Council authorized professional engineering services contracts with Arcadis of New York, Inc. for a preliminary engineering report and for a desktop corrosion control study in connection with the Water Plant SCADA Improvements Project (the "Project"); and

WHEREAS, by Resolution Nos. 184-2019 and 192-2019 of August 12, 2019, the City Council authorized financing of the Project through a New York State Environmental Facilities Corporation New York State Water Infrastructure Improvement Act grant and bond issuance in an amount not to exceed \$5,070,000.00; and

WHEREAS, by Resolution No. 68-2020 of March 19, 2020, the City Council approved a contract with Arcadis of New York, Inc. for bid preparation and construction management professional engineering services to implement the Water Plant SCADA Improvements Project at a cost not to exceed \$655,000.00; and

WHEREAS, Arcadis of New York, Inc. has submitted a letter proposal for additional construction management professional engineering services to address existing conditions in the instrumentation, wiring and controls that required substantial modifications to the design as described in the original proposal for the implementation of the Project; and

WHEREAS, the cost of the additional professional engineering services will not exceed \$45,000.00 and funding shall be derived from the New York State Environmental Facilities Corporation DWSRF No. 18631 grant/loan and City Bond Resolution 192-2019 of August 12, 2019; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to accept a proposal and execute an addendum to the existing contract with Arcadis of New York, Inc. for additional construction management professional engineering services to implement the Water Plant SCADA Improvements Project at a cost not to exceed \$45,000.00.

Mr. Wayne Vradenburgh
Superintendent
City of Newburgh Water Department
493 Little Britain Road
Newburgh, New York 12250

Arcadis of New York, Inc.
855 Route 146
Suite 210
Clifton Park
New York 12065
Phone: 518 250 7300
Fax: 518 371 2757
www.arcadis.com

Transmitted Via Email: wvradenburgh@cityofnewburgh-ny.gov

Date: September 15, 2021

Our Ref: 30048829

Subject: **Water Filtration Plant Filter and SCADA Improvement Project,
Summary of Out of Scope Work Completed as Requested**

Dear Mr. Vradenburgh,

As discussed on a July 23, 2021 call, Arcadis of New York, Inc. (Arcadis) is nearing completion of the 90 percent design for the filter upgrades and SCADA system at the City of Newburgh (City) Water Filtration Plant (Plant) on Little Britain Road and the City's remote water system locations. Arcadis had previously notified the City by email on October 27, 2020 and during subsequent discussions that, after visiting the project locations and beginning the design, there were a significant number of existing conditions that did not allow for the design to continue as originally described in our February 26, 2020 proposal. As the design has progressed, the City requested that additional items be added to the project scope.

As indicated previously, Arcadis attempted to complete the project with the additional scope items within the original project budget, but this was not possible. Arcadis and its subcontractors have, for the most part, been able to advance the design within the original design budget, including architectural, structural, process mechanical, HVAC, and electrical work. The most complex part of this project, however, is the instrumentation and controls work and it was in this area that most changes were needed from our original scope and where most of the extra effort has been expended.

The table below summarizes the specific elements that required extra work that was not envisioned in our February 2020 proposal. As presented in the table, many changes resulted from finding that existing infrastructure, such as wiring, conduit, and instruments, could not be reused as originally intended. This meant that, instead of connecting the existing controls in the Plant control room to a new SCADA system, entirely new infrastructure was needed to connect the various parts of the Plant and remote sites to the SCADA system. Also, documentation of existing instrument and control systems was often inadequate to determine how the Plant was intended to be operated and unexpected effort was needed to figure out how the systems within the Plant currently operate as well as how they were originally designed to be operated such that the SCADA system could be used to operate the Plant as intended, instead of in the largely manual mode that operators have had to use for many years to account for failed, inadequate, or outdated control systems. This extra work, in addition to unavoidable delays due to the COVID-19 pandemic, has led to delays in completing the 90 percent design, as well.

The following table summarizes the extra work and effort completed to date.

Site	Discussion
Browns Pond PS	Space limitations led to consolidation of many existing panels into a single new control panel for the PS while maintaining the existing control strategy and incorporating the new.
Browns Pond PS	Existing infrastructure was inadequate to receive a level signal from a new level instrument at the Pond and incorporate it into SCADA, leading to additional effort to assess and design an alternative.
Browns Pond PS	City asked Arcadis to integrate the existing intake screen blowoff compressor into the SCADA system.
Brady Ave Tank	City asked Arcadis to integrate chlorine monitoring into the SCADA system.
Carter St PS	City asked Arcadis to integrate the standby generator status into the SCADA system.
Carter St PS	City asked Arcadis to revise the control strategy for the pumps at the PS.
Carter St PS	City asked Arcadis for additional instruments with integration with SCADA (pressure gauges, pressure transmitters, flow switch).
Marne Ave PS	Existing panels and controls could not accommodate requested VFDs leading to design of new enclosure and controls. Existing pump motors are not VFD-ready.
Marne Ave PS	City asked Arcadis to integrate the standby generator status into the SCADA system.
Marne Ave PS	No drawings were available of the existing controls at the PS, which was found to consist of an original system and a second control system partially integrated into the older system. Arcadis needed to figure out how the PS was controlled solely by reviewing the installation and revise the control strategy for SCADA integration.
Marne Ave PS	City asked Arcadis to add remote monitoring on the suction side of the pumps.
Chemical Building	Existing infrastructure was inadequate to integrate with SCADA, which meant that instead of a simple I/O panel, a new PLC-based control panel and development of a new control strategy was needed. Wiring changes had also been made since our proposal, which led to additional work. City asked Arcadis to incorporate sludge collectors into SCADA.
Filter Building	Instead of only replacing the rate of flow controllers, all filter valves and actuators require replacement. Actuator power does not route through filter consoles as expected, requiring design revisions. Information was not available for all existing equipment, requiring additional work to evaluate existing and replacement equipment.
Filter Building	Review of drawings provided by the City revealed that the six filters have three completely different underdrain configurations, which led to additional work coordinating with vendors to finalize the design versus conceptual plan. One underdrain system is largely original, one is unchanged from 1970s work, and the third was a retrofitted combination of the other two. Instead of the planned underdrain retrofit, additional effort was needed to design the retrofit of three filter systems instead of one, coupled with space limitations that did not allow the manufacturer to use their standard underdrain system orientation.

Mr. Wayne Vradenburgh
City of Newburgh
September 15, 2021

Site	Discussion
Head House	City asked Arcadis to incorporate existing 'entry point' turbidimeter into SCADA system.
Head House	Control strategy revisions needed to leave existing GAC GE PLCs alone while allowing them to be replaced with Allen-Bradley in the future to match new PLCs.
Head House	Wiring to existing control room console was found to be unusable during site investigation. New interfacing concepts needed to integrate equipment with new control panel. Some wiring was found to be disconnected for unknown reasons, some indicator lights didn't work as expected, other indicators lights were untrustworthy according to operators, conduits were also assumed to be unusable, and connections with other buildings were found to be poor.
Head House	City asked Arcadis to incorporate the low lift pumps into the SCADA system.
SCADA System	Requested documentation of existing instrument and control systems was inadequate to determine how the Plant was intended to be operated and unexpected effort was needed to decipher how the systems within the Plant currently operate as well as how they were originally designed to be operated such that the SCADA system could be used to operate the Plant as intended, instead of in a largely manual mode that operators currently use to account for failed, inadequate, or outdated control systems.

In addition to Arcadis' hours detailed above, subcontracted costs for design details needed to repair the cracks between the original Filter Building and the 1970s addition were \$3,960.

Arcadis is requesting that the City review the changes detailed above and amend the original agreement price of \$655,000 to \$700,000 to address the out of scope work expended by Arcadis and our subcontractors to complete the design.

Sincerely,
Arcadis of New York, Inc.



Dana Bryant, PE
Senior Water Engineer

Email: dana.bryant@arcadis.com
Direct Line: 518-250-7347

CC. J. Morris, City of Newburgh
R. Ostapczuk, Arcadis

RESOLUTION NO.: 222 - 2021

OF

SEPTEMBER 27, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL
AND EXECUTE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT
WITH RAMBOLL AMERICAS ENGINEERING SOLUTIONS, INC.
FOR AN EMERGENCY INSPECTION AND EVALUATION
OF THE NEW WINDSOR DAM (DAM ID: 195-2525)
AT A COST OF \$25,000.00**

WHEREAS, significant seepage at the left and right training walls of the spillway of the New Windsor Dam (Dam ID: 195-2525) was observed on September 7, 2021 following the unusually high rainfall amounts from the remnants of Hurricane Ida; and

WHEREAS, the City has determined that there is an urgent need for an inspection and seepage evaluation to assess current dam safety conditions; and

WHEREAS, Ramboll Americas Engineering Solutions, Inc. has submitted a proposal for professional engineering services for an emergency inspection and evaluation of the New Windsor Dam (Dam ID: 195-2525); and

WHEREAS, the cost for such professional engineering services will be \$25,000.00 and funding shall be derived from a budget transfer from F.0000.1990.0000.000-Water Contingency to F.8320.0448.0001-Ponds & Reservoirs-Dam Safety Services; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute a professional engineering services agreement with Ramboll Americas Engineering Solutions, Inc. for an emergency inspection and evaluation of the New Windsor Dam (Dam ID: 195-2525) at a cost of \$25,000.00.

Mr. Jason Morris
City Engineer
City of Newburgh
City Hall – 83 Broadway.
Newburgh, NY 12550

RE: Proposal for Visual Dam Inspection and Seepage Evaluation for
New Windsor Dam
FILE: 3948/BD

Date: September 14 , 2021

Dear Mr. Morris:

Ramboll Americas Engineering Solutions, Inc. (Ramboll) is pleased to present this proposal for engineering services for a visual inspection and evaluation of newly developed seepage conditions at New Windsor Dam (Dam ID: 195-2525) as you requested in your email on September 7, 2021. Based on our phone conversation and your seepage investigation summary included in the September 7th email, it is our understanding that the significant seepage reported at the left and right training walls of the spillway is a new development that appears to have occurred when the Hudson Valley experienced unusually high rain fall amounts from the remnants of Hurricane Ida on September 1, 2021. Accordingly, the inspection and seepage evaluation are viewed as urgent emergency-like measures needed to assess current dam safety conditions. The proposed scope of services and price proposal for this work are presented below.

Ramboll
751 Arbor Way
Suite 200
Blue Bell, PA 19422
USA

T 484-804-7200
F 215-628-9953
<https://ramboll.com>

SCOPE OF SERVICES

Ramboll will undertake the following tasks for this project:

Task 1 –Dam Inspection and Technical Document Review

Immediately following notice to proceed, Ramboll will schedule a visual inspection of the spillway, embankment section and abutments. The inspection will be conducted by a team of two (2) engineers with significant dam experience that will include a structural and geotechnical engineer with the following specific objectives:

- Detailed inspection of the seepage areas at the right and left training walls of the spillway section and the condition of the interface between the training walls and embankment section in these areas.
- Verification of dimensional and geometric data for the spillway section to the extent possible based on our review of the original design drawings.

- Assessment of the concrete/masonry conditions and existing features such as construction joints, structural cracking, and the interface between the masonry and embankment sections with a focus on visual signs (if any) of recent stress or movement.
- Inspection of the immediate downstream spillway channel conditions to assess current conditions and any signs of erosion or scouring that might have occurred during the high spillway discharge flows.

Ramboll also will perform a detailed review of the 1957 design drawings and any available, inspection reports, technical reports, spillway flow records, historical documents, photos, correspondence, or any other technical documents that would help to develop an understanding of the existing geometry of the spillway/embankment dam sections and/or the construction of the interface between the concrete/masonry and earth sections. A preliminary review of existing pertinent hydrologic data including national or state rain-fall data for the City of Newburgh and surrounding area from the Hurricane Ida event will also be performed.

Task 2– Interim Summary of Dam Inspection and Preliminary Seepage Assessment

Following the completion of Task 1, Ramboll will develop a brief memorandum that summarizes the findings of the dam inspection, provides an initial assessment of the seepage conditions observed, and if needed, provides recommendations related to immediate actions or monitoring that may be necessary relative to dam safety concerns.

Task 3– Dam Safety Recommendations

Ramboll will further evaluate the seepage conditions as documented in the field and estimated during or soon after the Hurricane Ida rainfall event. This will include evaluation of potential seepage paths, a preliminary seepage analysis (based on conservative assumptions for the soil parameters and deduced dam construction) for the critical flood case, based on the hydrologic records and estimated water surface elevations at the spillway. Based on this evaluation and the assessment of the dam, Ramboll will provide a letter report summarizing our inspection, seepage evaluation, and dam safety recommendations regarding further monitoring, additional inspections or studies, and remedial measures needed to address the seepage at the spillway-embankment interface or any other dam safety concerns for the dam, if necessary.

Task 4– Inspection and Maintenance Plan

It is our understanding that the dam is currently classified as a Class A Low Hazard dam. As you are aware, the NYS DEC does not require an EAP, dam safety inspections, or Engineering Assessments for Class A dams. However, DEC does recommend that dam owners develop an Inspection and Maintenance (I&M) Plan and keep it on file to be submitted to the DEC Dam Safety Section if requested. Based on the assumption that a current plan may not exist or is outdated, Ramboll will develop a draft I&M plan for New Windsor Dam for input and review by the City. Based on the City's review comments, the plan will be finalized and submitted to the City as a final word document and template that can be updated in the future.

FEE PROPOSAL

Ramboll proposes to perform the engineering services described in Tasks 1 through 4 for an estimated fee of \$25,000. A task breakdown of this price proposal is presented below:

Task	Lump Sum Fee
1 – Dam Inspection and Technical Document Review	\$7,500
2 – Summary of Dam Inspection and Preliminary Seepage Assessment	\$2,600
3 – Dam Safety Recommendations	\$8,900
4 – I&M Plan	\$6,000
Total	\$25,000

If you have any questions or would like to discuss our proposal in more detail, please contact Ed Drummond at (215) 272-6946 or the undersigned at (215) 499-0510.

Yours sincerely



Robert R. Bowers, PE

Vice President, Dams & Water Resources
Water

D 484-804-7209

Robert.Bowers@ramboll.com

RESOLUTION NO.: 223 - 2021

OF

SEPTEMBER 27, 2021

**RESOLUTION AMENDING RESOLUTION NO: 282-2020, THE 2021 BUDGET FOR
THE CITY OF NEWBURGH, NEW YORK TO TRANSFER \$26,757.50 FROM
WATER CONTINGENCY TO WATER DISTRIBUTION - OTHER SERVICES TO FUND
AN EMERGENCY WATER MAIN REPAIR AT SOUTH WILLIAM STREET**

WHEREAS, an amendment to the 2021 Budget is necessary to fund expenses related to the emergency repair of a water main at South William Street on July 26 and 27, 2021; the same being in the best interest of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that Resolution No.: 282-2020, the 2021 Budget of the City of Newburgh, is hereby amended as follows:

		<u>Decrease</u>	<u>Increase</u>
F.0000.1990.0000.000	Water Contingency	<u>\$26,757.50</u>	
F.8340.0448	Water Distribution		
	Other Services		<u>\$26,757.50</u>
	TOTAL:	\$26,757.50	\$26,757.50

114 Hartley Road
Goshen NY 10924



P: (845) 294-8882
F: (845) 294-8883

Invoice

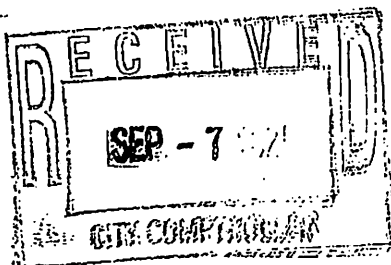
Bill To: Newburgh City of
83 Broadway 4th Floor- Accts Payable
Newburgh NY 12550

Date Invoice #
08/06/2021 70461

PO #: RFB-OC043-17

Description	Unit	Quantity	Rate	Amount
Date of Service: 07/26/21-07/27/21 (AFTER HOURS) - South William Street				
Emergency Response for watermain break:				
Supervisor- OT Rate @ \$225.00/hour	hour	14.00	225.000	3,150.00
Plumber- OT Rate @ \$352.50/hour	hour	14.00	352.500	4,935.00
(2) Excavator w/ Operator- OT Rate @ \$315.00/hour	hour	27.50	315.000	8,662.50
HydroVac w/ Operator- OT Rate @ \$450.00/hour	hour	7.50	450.000	3,375.00
Hoist truck w/ Operator- OT Rate @ \$225.00/hour	hour	14.00	225.000	3,150.00
(2) Truck Driver- OT Rate @ \$202.50/hour	hour	14.00	202.500	2,835.00
Light Tower		1.00	150.000	150.00
Shoring		1.00	500.000	500.00

Notes



All invoices paid by credit card will incur a 3.5% transaction fee.
A service charge of 1.5%, 18% APR, will be added to all overdue accounts.
Accounts are considered overdue on the 31st day past the invoice date.
You will also be liable for all legal and collection fees.

Subtotal	\$26,757.50
Sales Tax:	\$0.00
Invoice Total	\$26,757.50

24 Hour Emergency Service - Certified Backflow Prevention Technician - Hydro Vacuum Excavation
Pump Station Installation & Maintenance - High Pressure Water Jetting - Video Inspection of Underground Lines
Installation of Water & Sewer Lines - Clearing of Catch Basins - Man Hole Rehabs - Sewer & Water Plant Rehabs
Confined Space Entry - Pipe Lining Services - Soil Remediation Services - Pipe Location Services
Industrial Tank Pumping - Excavation Services - Emergency Sewer By-Pass Pumping - Emergency Utility Services

www.tamenterprises.com

Persons are not required to respond to the collection of information unless it displays a currently valid OMB central number.

OMB No.: 1215-01 OMB

FOR WEEK ENDING

8/1/2021

City of Newburgh

PROJECT OR CONTRACT NO.	
-------------------------	--

South William street

FORM WH-347, revised No. 1998 - FORMERLY SOL 184

Date 8/5/2021

I, Anthony Lasaponara President
(Name of signatory party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by
TAM Enterprises, Inc.
114 Hartley Road, Goshen, NY 10924

that during the payroll period commencing on the 26 day of July 2021
ending the 1 day of August 2021

all persons employed on said project have been paid the full weekly wages earned, that no rebates
have been or will be made either directly or indirectly to or on behalf of said

TAM Enterprises, Inc. from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly
from the full wages earned by any person, other than permissible deductions as defined in
Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as
amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described
below:

Medical and IRA

(2) That any payrolls otherwise under this contract required to be submitted for the above period
are correct and complete; that the wage rates for laborers, or mechanics contained therein are
not less than applicable wage rates contained in any wage determination incorporated into the
contract; that the classifications set forth therein for each laborer or mechanic conform with the work
he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide
apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of
Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists
in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of
Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☒ In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the
above referenced payroll, payments of fringe benefits as listed in the contract

have been or will be made to appropriate programs for the benefit of such employees, except as
noted in Section 4 @ below

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☒ Each laborer or mechanic listed in the above referenced payroll has been paid, as
indicated on the payroll, an amount not less than the sum of the applicable basic hourly
wage rate plus the amount of the required fringe benefits as listed in the contract, except
as noted in section 4 (c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS

NAME AND TITLE

SIGNATURE

Anthony Lasaponara, Pres.

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR
OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND
SECTION 231 OF THE UNITED STATES CODE.

RESOLUTION NO.: 224 - 2021

OF

SEPTEMBER 27, 2021

**RESOLUTION AMENDING RESOLUTION NO: 282-2020, THE 2021 BUDGET FOR
THE CITY OF NEWBURGH, NEW YORK TO TRANSFER \$25,000.00 FROM
WATER CONTINGENCY TO PONDS & RESERVOIRS – DAM SAFETY SERVICES
TO FUND AN EMERGENCY ENGINEERING INSPECTION AND EVALUTION
OF THE NEW WINDSOR DAM (DAM ID: 195-2525)
BY RAMBOLL AMERICAS ENGINEERING SOLUTIONS, INC.**

WHEREAS, an amendment to the 2021 Budget is necessary to fund expenses related to the professional engineering services of Ramboll Americas Engineering Solutions, Inc. for an emergency inspection and evaluation of the New Windsor Dam (Dam ID: 195-2525); the same being in the best interest of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that Resolution No.: 282-2020, the 2021 Budget of the City of Newburgh, is hereby amended as follows:

		<u>Decrease</u>	<u>Increase</u>
F.0000.1990.0000.000	Water Contingency	<u>\$25,000.00</u>	
F.8320.0448.0001	Ponds & Reservoirs Dam Safety Services		<u>\$25,000.00</u>
	TOTAL:	\$25,000.00	\$25,000.00

Mr. Jason Morris
City Engineer
City of Newburgh
City Hall – 83 Broadway.
Newburgh, NY 12550

RE: Proposal for Visual Dam Inspection and Seepage Evaluation for
New Windsor Dam
FILE: 3948/BD

Date: September 14 , 2021

Dear Mr. Morris:

Ramboll Americas Engineering Solutions, Inc. (Ramboll) is pleased to present this proposal for engineering services for a visual inspection and evaluation of newly developed seepage conditions at New Windsor Dam (Dam ID: 195-2525) as you requested in your email on September 7, 2021. Based on our phone conversation and your seepage investigation summary included in the September 7th email, it is our understanding that the significant seepage reported at the left and right training walls of the spillway is a new development that appears to have occurred when the Hudson Valley experienced unusually high rain fall amounts from the remnants of Hurricane Ida on September 1, 2021. Accordingly, the inspection and seepage evaluation are viewed as urgent emergency-like measures needed to assess current dam safety conditions. The proposed scope of services and price proposal for this work are presented below.

Ramboll
751 Arbor Way
Suite 200
Blue Bell, PA 19422
USA

T 484-804-7200
F 215-628-9953
<https://ramboll.com>

SCOPE OF SERVICES

Ramboll will undertake the following tasks for this project:

Task 1 –Dam Inspection and Technical Document Review

Immediately following notice to proceed, Ramboll will schedule a visual inspection of the spillway, embankment section and abutments. The inspection will be conducted by a team of two (2) engineers with significant dam experience that will include a structural and geotechnical engineer with the following specific objectives:

- Detailed inspection of the seepage areas at the right and left training walls of the spillway section and the condition of the interface between the training walls and embankment section in these areas.
- Verification of dimensional and geometric data for the spillway section to the extent possible based on our review of the original design drawings.

- Assessment of the concrete/masonry conditions and existing features such as construction joints, structural cracking, and the interface between the masonry and embankment sections with a focus on visual signs (if any) of recent stress or movement.
- Inspection of the immediate downstream spillway channel conditions to assess current conditions and any signs of erosion or scouring that might have occurred during the high spillway discharge flows.

Ramboll also will perform a detailed review of the 1957 design drawings and any available, inspection reports, technical reports, spillway flow records, historical documents, photos, correspondence, or any other technical documents that would help to develop an understanding of the existing geometry of the spillway/embankment dam sections and/or the construction of the interface between the concrete/masonry and earth sections. A preliminary review of existing pertinent hydrologic data including national or state rain-fall data for the City of Newburgh and surrounding area from the Hurricane Ida event will also be performed.

Task 2– Interim Summary of Dam Inspection and Preliminary Seepage Assessment

Following the completion of Task 1, Ramboll will develop a brief memorandum that summarizes the findings of the dam inspection, provides an initial assessment of the seepage conditions observed, and if needed, provides recommendations related to immediate actions or monitoring that may be necessary relative to dam safety concerns.

Task 3– Dam Safety Recommendations

Ramboll will further evaluate the seepage conditions as documented in the field and estimated during or soon after the Hurricane Ida rainfall event. This will include evaluation of potential seepage paths, a preliminary seepage analysis (based on conservative assumptions for the soil parameters and deduced dam construction) for the critical flood case, based on the hydrologic records and estimated water surface elevations at the spillway. Based on this evaluation and the assessment of the dam, Ramboll will provide a letter report summarizing our inspection, seepage evaluation, and dam safety recommendations regarding further monitoring, additional inspections or studies, and remedial measures needed to address the seepage at the spillway-embankment interface or any other dam safety concerns for the dam, if necessary.

Task 4– Inspection and Maintenance Plan

It is our understanding that the dam is currently classified as a Class A Low Hazard dam. As you are aware, the NYS DEC does not require an EAP, dam safety inspections, or Engineering Assessments for Class A dams. However, DEC does recommend that dam owners develop an Inspection and Maintenance (I&M) Plan and keep it on file to be submitted to the DEC Dam Safety Section if requested. Based on the assumption that a current plan may not exist or is outdated, Ramboll will develop a draft I&M plan for New Windsor Dam for input and review by the City. Based on the City's review comments, the plan will be finalized and submitted to the City as a final word document and template that can be updated in the future.

FEE PROPOSAL

Ramboll proposes to perform the engineering services described in Tasks 1 through 4 for an estimated fee of \$25,000. A task breakdown of this price proposal is presented below:

Task	Lump Sum Fee
1 – Dam Inspection and Technical Document Review	\$7,500
2 – Summary of Dam Inspection and Preliminary Seepage Assessment	\$2,600
3 – Dam Safety Recommendations	\$8,900
4 – I&M Plan	\$6,000
Total	\$25,000

If you have any questions or would like to discuss our proposal in more detail, please contact Ed Drummond at (215) 272-6946 or the undersigned at (215) 499-0510.

Yours sincerely



Robert R. Bowers, PE

Vice President, Dams & Water Resources
Water

D 484-804-7209

Robert.Bowers@ramboll.com

RESOLUTION NO.: 225 - 2021

OF

SEPTEMBER 27, 2021

**RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
A CONTRACT WITH IPS GROUP, INC.
FOR PARKING METER REPLACEMENT AND EXPANSION**

WHEREAS, the City of Newburgh has determined to upgrade its technology related to municipal parking meters and parking meter services; and

WHEREAS, on June 9, 2021 the City issued RFP #10.21 for a parking meter replacement and expansion program; and

WHEREAS, the City has identified IPS Group, Inc. as the company best positioned to provide parking meter equipment and services in a manner consistent with the RFP and with the City's needs; and

WHEREAS, the proposed Agreement is for a term of five years, with an additional five, one-year options to extend the Agreement at the City's sole election; and

WHEREAS, this Council finds it to be in the best interest of the City of Newburgh to enter into this Agreement to provide parking meter replacement and expansion equipment and services; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to enter into an agreement with IPS Group, Inc. with all such terms and conditions as may be required by the Corporation Counsel for the IPS Group, Inc. to provide parking meter replacement and expansion equipment and services.

**AGREEMENT TO PURCHASE PARKING METER
EQUIPMENT AND RELATED SERVICES**

This Agreement To Purchase Parking Meter Equipment And Related Services ("Agreement") is made effective _____ (the "Effective Date"), by and between the City of Newburgh NY, a municipal corporation (the "City"), and IPS GROUP, INC., a Pennsylvania corporation ("IPS"), with reference to the following:

RECITALS

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of New York with the power to carry on its business as it is now being conducted under the statutes of the State of New York.
- B. IPS is a Pennsylvania corporation that is qualified to do business, and is doing business, in the State of New York. IPS markets and supports a certain web-based system and operating system software known as the IPS Data Management System (the "DMS").
- C. City and IPS desire to enter into this Agreement for IPS to deliver and install its single space parking meters, multi space parking meters and related equipment (the "Equipment") in conjunction with the IPS Data Management System (DMS) (collectively, "Equipment and Software") to the Client upon the terms and conditions set forth below.

Now, therefore, the parties agree as follows:

TERMS AND CONDITIONS

1. Term of Agreement.

- 1.1. **Initial Term.** The term of the Agreement means the period from the Effective Date above and will be in effect for a period of five (5) years ("Initial Term").
- 1.2. **Option to Extend.** City shall have the option to extend the term of the Agreement for 5 additional one (1) year increments, for a total period not to exceed ten (10) years. City shall notify IPS of its intention to exercise the option to extend the Agreement at least ninety (90) days prior to the end of each such term.

2. IPS Services.

- 2.1. **Scope of Services.** IPS agrees to diligently undertake, perform, and complete all of the services ("Services") described in Attachment A.

3. City Services & Responsibilities. The City agrees to:

- 3.1. Make available to IPS any currently existing documents, data or information required for the performance of the Services, including any material updates therein.
- 3.2. Designate a representative authorized to act on behalf of the City.

- 3.3. Keep, at its own cost and expense, the Equipment in good repair, condition and working order.
- 3.4. Notify IPS of any need for warranty repair work and will coordinate the return process with IPS
- 3.5. Provide first line of preventative maintenance for all meter mechanisms for the term of this Agreement.
- 3.6. Be solely responsible for meter posts and housings, including keeping meter posts, keys locks and housings in good working order and in compliance with all applicable laws
- 3.7. Use the Equipment and Software in the proper manner and shall comply with and conform to all national, state, and local laws and regulations in any way relating to the possession, use or maintenance of such equipment.
- 3.8. Be fully responsible, at its own cost and expense, to provide and maintain a merchant account and associated merchant account services using a City designated third party provider.

4. Equipment Delivery and Installation.

- 4.1. IPS shall deliver new, fully-tested Equipment. No used or previously owned Equipment will be allowed unless otherwise agreed to in writing by the City.
- 4.2. Coordinated installation of all Equipment will take place during standard business hours and at times mutually agreed upon by the City and IPS representatives.
- 4.3. City staff, in conjunction with IPS staff, will inspect parking meter equipment following installation to ensure proper installation and operation. Unless otherwise notified in writing, the Equipment shall be deemed accepted at the time of installation of the Equipment, but no later than ten (10) business days following completed installation or thirty (30) days following delivery, whichever occurs first.

5. Compensation

- 5.1. The City will compensate IPS for the purchase of IPS Equipment and Software, as set forth in Attachment B.
- 5.2. City further agrees to pay to IPS the amounts specified in Attachment B on a Net 30 basis from the date of invoice.
- 5.3. Notwithstanding anything to the contrary stated elsewhere, payment for the Equipment shall be due and paid upon delivery of each batch of Equipment (if part deliveries are permitted in the Agreement) to the City.
- 5.4. City agrees to promptly notify IPS in writing of any dispute with any invoice, and that invoices for which no such notification is made within thirty (30) calendar days after receipt of the invoice shall be deemed accepted by the City.
- 5.5. All pricing excludes any taxes that may be applicable to the City. Any applicable taxes will be added to invoices and will be paid by the City on submission of an invoice. Exemption from the payment of applicable taxes shall be provided by the City in writing. The City indemnifies IPS against any claim for payment of any such taxes.

- 5.6. Pricing shall remain fixed until January 2025. Thereafter IPS shall have the right to adjust Agreement pricing due to increases in Inflation as published by the US Bureau of Labor Statistics for All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average, and will not exceed 3% compounded annually.

6. Risk and Title.

- 6.1. IPS shall bear risk of loss of the Equipment, including any damage sustained during transportation to the delivery site. Risk in the Equipment shall pass to City upon delivery. Transfer of title to Equipment shall pass to City upon payment.

7. Warranties.

- 7.1. IPS shall provide a limited 12-month warranty on all newly purchased Equipment as described in Attachment A, IPS Limited Warranty, on all Equipment. Extended warranties are available for an additional fee.
- 7.2. IPS shall provide technical support via telephone Mondays through Fridays from 8:00 AM to 4:00 PM PST. IPS can provide on-site services at the City's request. Lead times and costs for such services will be provided at the time of the request. IPS shall ensure the availability of current manuals and shall provide all manuals for any future upgraded or new services to the City.
- 7.3. Wireless Coverage & Longevity: IPS does not operate a mobile wireless network, but relies on third party carriers for this service. Carriers from time to time may change coverage areas, wireless technology platforms or make other network changes that are not within the control of IPS. During the term of this contract, IPS shall provide the City the ability to upgrade or change carriers as needed at the prices contained herein or at such prices as may be agreed. Any such change or upgrades shall be at the sole cost and discretion of the City.
- 7.4. THE WARRANTIES CONTAINED IN THE AGREEMENT DOCUMENTS ARE IPS'S SOLE AND EXCLUSIVE WARRANTIES. THE EXTENT OF IPS'S LIABILITY FOR A WARRANTY CLAIM IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE DEFECTIVE EQUIPMENT OR DEFECTIVE SERVICE. IPS AFFIRMATIVELY EXCLUDES ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE EQUIPMENT AND/OR SERVICES PROVIDED INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT IPS KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE) WHETHER ARISING BY LAW OR BY REASON OF CUSTOM OF THE TRADE.

8. Intellectual Property and Confidential Information.

- 8.1. IPS represents and warrants that it owns or has acquired all requisite rights and licenses to use all intellectual property embodied, practiced or employed in IPS Equipment and Software being used by the City.
- 8.2. During the Term of this Agreement IPS hereby grants the City, including its departments, commissioners, officials, officers, employees, consultants, and agents (collectively, "City") all the rights and licenses required to use IPS Equipment and Software. Such rights and licenses are non-

assignable, non-transferable and non-exclusive, and specific only to use within the City.

- 8.3. All pre-existing and independently developed intellectual property, and any derivation thereof, including but not limited to designs, models, inventions, processes, methodologies, software, associated documentation, software upgrades, modifications and customizations, copyrightable material and other tangible and intangible materials authored, and combinations thereof, prepared, created, made, delivered, conceived or reduced to practice, in whole or in part, by the IPS and provided to the City ("Pre-Existing and Independently Developed IP") will at all times remain the sole and exclusive property of IPS and/or its vendors. Nothing in this Section or elsewhere in this Agreement shall be construed as assigning, selling, conveying, or otherwise transferring any ownership rights or title in IPS's Pre-Existing and Independently Developed IP.
- 8.4. IPS understands the nature of public information and the requirement for the City to adhere to all rules and laws that apply to public information, such as the Freedom of Information Act, Public Records Act, and the like. Before releasing any information relating to IPS and/or its products or services the City undertakes to give sufficient notice to IPS to afford IPS the opportunity to launch injunctive proceedings. The City agrees that it shall not knowingly agree, assist, or sell any equipment or allow any third party to gain access to equipment, software, back-office software, reporting or documentation provided by IPS for any purpose, including but not limited to the purposes of inspection, benchmarking or reverse engineering or evaluation without the prior written consent of IPS, or as mandated by applicable law.
- 8.5. The provisions of this Section will survive expiration or termination of this Agreement.

9. Dispute Resolution.

- 9.1. If any dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree to meet and confer and negotiate in good faith prior to initiating a suit for damages. However, this Section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within 14 calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum and to the extent possible, one senior level individual with decision making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within 30 calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation via a mutually agreed third party, with the cost of mediation equally shared between the City and IPS or as otherwise agreed to between the parties. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described above.

10. Termination of Agreement.

- 10.1. If either the City or IPS violates any material term or condition of this Agreement or fails to fulfill in a timely and proper manner its obligations under this Agreement, then the aggrieved party will be entitled to give the other party (the "responsible party") written notice of such failure or violation. The responsible party will correct the violation or failure within 30 calendar days of

receipt of the written notice or as otherwise mutually agreed. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice from the aggrieved party. The option to terminate will be at the sole discretion of the aggrieved party.

11. Insurance.

11.1. IPS agrees to obtain and maintain during the term of this Contract the following minimum insurance. Certificates of Insurance: Prior to commencing work under the contract, IPS agrees to furnish Certificates of Insurance coverage as set forth below. The premiums for such insurance shall be paid by IPS.

11.2. Commercial General Liability.

11.2.1. Minimum Limits: IPS shall obtain minimum limits of \$1,000,000.00 each occurrence for bodily injury and property damage, \$1,000,000.00 general aggregate, \$1,000,000.00 products/completed operations aggregate, and \$1,000,000.00 personal and advertising injury. The general aggregate limit shall apply on a "Per Project" basis. These minimum limits may be obtained by a primary liability policy, umbrella/excess liability policy, or any combination thereof.

11.2.2. Additional Insured: If IPS is required to indemnify certain parties, then IPS shall include such indemnified parties as additional insureds under its Commercial General Liability Policy for liability due to IPS's negligence resulting from IPS's work for the indemnified parties. A copy of the additional insured endorsement shall accompany IPS's certificate of insurance.

11.3. Automobile Liability, including bodily injury and property damage coverage.

11.3.1. Minimum Limits: IPS shall obtain minimum limits of \$2,000,000.00 each occurrence for all owned, hired, and non-owned vehicles written on a policy form equivalent to Insurance Services Office coverage form CA 0001. These minimum limits may be obtained by a primary liability policy, umbrella/excess liability policy, or any combination thereof.

11.4. Workmen's Compensation. IPS shall obtain Worker's Compensation in accordance with Federal and State Laws for all States in which work is performed.

11.4.1. Waiver of Subrogation: IPS shall provide a waiver of subrogation with respect to workers compensation in favor of the City. A copy of the endorsement shall be attached to the certificate of insurance.

11.5. Employer's Liability Coverage. IPS shall obtain Employers Liability Coverage of at least \$1,000,000.00 each accident, \$1,000,000.00 disease policy limit and \$1,000,000.00 disease each employee.

11.6. Professional [E&O], Data Breach, and Cyber Liability. IPS shall maintain Professional (E&O), Data Breach Liability, and Cyber Liability coverage in the amount of not less than \$2,000,000.00 per claim. Coverage may be written on a claims made basis.

11.7. Cancellation: IPS shall provide to contract holder 30 days notice in the event of cancellation, termination, or non-renewal without replacement. This notice shall be 10 days in the event cancellation for non-payment of premium.

11.8. Carrier Rating: All carriers must have an AM Best rating of no less than A IX.

12. Defense and Indemnification.

- 12.1. IPS agrees to defend with counsel reasonably acceptable to the City and indemnify City, its elected and appointed officials, officers, agents, employees, contractors and agents (collectively, the "Indemnified Parties") from and against losses, claims, expenses (including, but not limited to, reasonable attorneys' fees), costs, liabilities or damages (collectively, "Losses") arising from IPS's breach of its obligations under this Agreement, arising from IPS's acts or omissions, for any Losses incurred by or asserted against any one or more or all of the Indemnified Parties by reason of damage to property or injury to, or death of, any person, caused by the acts, omissions, or negligence of IPS, its employees, agents or contractors. IPS shall not be responsible for any Losses attributable to acts, omissions, or negligence of the Indemnified Parties nor for any Losses arising directly or indirectly caused by acts of vandalism.
- 12.2. Notwithstanding the foregoing, this indemnification shall not apply to claims made by third parties in instances in which (a) IPS simply followed the directions or instructions provided by City; (b) City changed, modified or altered the services rendered or tasks performed by IPS such that, absent City's actions, no such claims would have been brought against IPS and/or City; or (c) the claims asserted by a third party derive from the combination of technology and/or intellectual property of IPS when used with City's owned or licensed technology and/or intellectual property such that, absent such combination, no such claims could have independently been brought by or against IPS.
- 12.3. In order for City to obtain the indemnification from IPS specified herein, City must: (a) promptly notify IPS in writing of the claims for which indemnification is sought; (b) provide IPS with copies of all pleadings, writings and documents pertaining to such claim; (c) permit IPS to control the defense of such claim and all settlement discussions in regards to resolving such claim; and (d) provide reasonable cooperation to Contactor in regards to the litigation or negotiation of a resolution of such claim. Notwithstanding the foregoing sentence, IPS will not enter into any settlement without City's prior written consent, unless all third party claims against City are released without any further liability on City's part. This paragraph shall survive the termination or expiration of this Agreement.
- 12.4. Nothing in this Agreement shall constitute any form of real or implied revenue guarantee by IPS.
- 12.5. Limits of Liability: NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES OR OTHER MONETARY LOSS, ARISING OUT OF OR RELATED TO THIS AGREEMENT AND ANY ACTIONS OR OMISSIONS WITH RESPECT THERETO, WHETHER OR NOT ANY SUCH MATTERS OR CAUSES ARE WITHIN A PARTY'S CONTROL OR DUE TO NEGLIGENCE OR OTHER FAULT ON THE PART OF A PARTY, ITS AGENTS, AFFILIATES, EMPLOYEES OR OTHER REPRESENTATIVES, AND REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN TORT, CONTRACT, BREACH OF

WARRANTY OR OTHERWISE. ANY LIABILITY INCURRED BY EITHER PARTY IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE CONTRACT VALUE AS SET FORTH IN THIS AGREEMENT.

13. Liens and Taxes.

- 13.1. City shall keep the parking meter equipment free and clear of all levies, liens, and encumbrances, except those created by this Agreement. City shall pay, when due, all charges and taxes (local, state, and federal), which may now or hereafter be imposed in conjunction with this Agreement.

14. Notices.

- 14.1. All notices under this Agreement must be in writing, shall refer to the title and effective date of this Agreement, and shall be sufficient if given personally, sent and confirmed electronically, or mailed certified, return receipt requested, postage prepaid, and at the address hereinafter set forth or to such address as such party may provide in writing from time to time. Any such notice will be deemed to have been received five days subsequent to mailing. Notices shall be sent to the following addresses:

IPS:
IPS Group, Inc.
7737 Kenamar Court
San Diego, CA 92121
Attn: Chad Randall
chad.randall@ipsgroupinc.com
tel: 858-4040-0607

City (3 copies required):
City of Newburgh
attn: (1) City Clerk (2) City Manager, and (3) Office of Corporation Counsel
83 Broadway
Newburgh, New York 12550

15. Relationship of the Parties.

- 15.1. This Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of association between the parties, and both parties shall be and remain independent entities. Neither party has the right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other party or to bind the other party in any respect whatsoever, except as otherwise provided in this Agreement.

16. Assignment.

- 16.1. Should the City enter into an agreement with a third party for parking operations during the term of this Agreement, IPS shall provide that operator the same rights, terms, and conditions as included in this Agreement. Such assignment shall not be effective unless and until the City has provided notice to the IPS of such assignment, and any such third party will be required to adhere to all terms and conditions contained herein.
- 16.2. IPS may not assign, hypothecate or transfer this Agreement or any interest therein directly or

indirectly, by operation of law or otherwise without the prior written consent of City, which shall not be unreasonably withheld.

17. General Provisions.

- 17.1. **Waiver.** A waiver of any breach of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other term, covenant or condition of this Agreement. No delay or failure on the part of either party to insist on compliance with any provision of this Agreement shall constitute a waiver of such party's right to enforce such provision, no matter the length of the delay. In the case of any granted waiver by the consenting Party, which must be provided in writing, such waiver shall not constitute a waiver of the same obligation or any other obligation under this Agreement.
- 17.2. **Modification or Amendment.** No oral modifications shall be effective and nothing shall be deemed as a modification of this Agreement unless provided in writing and signed by both Parties.
- 17.3. **Entire Agreement.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof. Understandings, agreements, representations or warranties not contained in this Agreement, or as written amendment hereto, shall not be binding on either party. Except as provided herein, no alteration of any terms, conditions, delivery, price, quality or specifications of this Agreement shall be binding on either party without the written consent of both parties.
- 17.4. **Integration.** This Agreement may be executed in multiple counterparts each of which shall be deemed an original, but all of such taken together shall constitute only one Agreement, superseding all prior understandings, oral or written; and it is expressly understood and that this Agreement does not obligate either party to enter into any other or further agreements.
- 17.5. **Governing Law.** This Agreement shall not be construed against either party regardless of which party drafted it. This Agreement shall be construed and enforced according to the laws of the State of New York, without regards to conflict-of-laws principles, and all local laws, ordinances, rules, and regulations.
- 17.6. **Venue and Jurisdiction.** The City and IPS agree that the venue shall be in Orange County. Any litigation arising out of this Agreement may only be brought in either the United States District Court or the Superior Court of New York, Orange County, as appropriate. The parties agree that venue exists in either court and each party expressly waives any right to transfer to another venue. The parties further agree that either court will have personal jurisdiction over the parties to this Agreement.
- 17.7. **Force Majeure.** If any party is prevented from performing its obligations stated in this Agreement by any event not within the reasonable control of that party, including, but not limited to, acts of God, war, civil disturbance, insurrection, civil commotion, destruction of production facilities or materials by earthquake, fire, flood or storm, labor disturbances including strikes or lockouts or epidemic, and failures of public utilities (such as internet, cellular network, and electricity), it shall not be in default in the performance of its obligations stated in this Agreement. Provided, however, any party delayed by such an event shall request an extension of time to perform its obligations stated in this Agreement by notifying the party to which it is obligated within ten days

following the event. If the notified party agrees that the event was the cause of the delay, the time to perform the obligations stated in this Agreement shall be extended by the number of days of delay caused by the event. If the required notice is not given by the delayed party, no time extension shall be granted. If any event of force majeure exists for a continuous period of more than 120 days, then either party shall be entitled to terminate this Agreement without being liable for any claim from the other party.

17.8. Severability. If any provision in this Agreement subsequently is determined to be invalid, illegal or unenforceable, that determination shall not affect the validity, legality or enforceability of the remaining provisions stated in any section or sub-section of this Agreement unless that effect is made impossible by the absence of the omitted provision.

17.9. Authorization. Both parties represent and warrant that the person executing this Agreement on behalf of each party is an authorized agent who has actual authority to bind each party to each and every term, condition, and obligation of this Agreement and that all requirements of each party have been fulfilled to provide such actual authority.

17.10. Determination. Notwithstanding anything to the contrary, should either Party be required to make any determination in terms of this Contract, such determination shall be made in a reasonable and objective manner.

17.11. Binding Document. The City and IPS each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, conditions, and obligations contained in the Agreement.

17.12. Section Headings. All section headings in this Agreement are for the convenience of reference and are not intended to define or limit the scope of any provision of this Agreement.

17.13. Survival of Provisions and Obligations. Any provision of this Agreement, which by its nature must be exercised after termination of this Agreement, will survive termination and remain effective for a reasonable time. Any obligation that accrued prior to termination of this Agreement will survive termination of this Agreement.

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[Signature Page to Follow]

In witness whereof, the parties have caused this Agreement to be executed the day and year first above written.

ATTEST:

CITY OF NEWBURGH
a municipal corporation

Lorene Vitek
City Clerk

Todd Venning
City Manager

APPROVED AS TO FORM:

Michelle Kelson
Corporation Counsel

IPS GROUP, INC.,
a Pennsylvania corporation

CHAD P. RANDALL
Chief Operating Officer

ATTACHMENT A

SCOPE OF SERVICES

Per RFP Response provided by IPS Group Inc.

ATTACHMENT B

PRICING

Per RFP Response provided by IPS Group Inc.

IPS Limited Product Warranty

IPS will provide a limited parts warranty for any new meter or sensor product manufactured and supplied by IPS for 12 months under normal use. The warranty protects against defects in materials and workmanship from the point of installation or 15 months from the date of delivery, whichever is sooner, and 90 days from the date of delivery received in the case of spare or repaired products. Software Services are provided “as-is” and IPS shall provide bug fixes at no cost during the contract term.

Additional Warranty Provisions: IPS must have the opportunity to assist in the initial deployment and system installation. Repair or replacement under warranty of any defective product (including any meter or subcomponent) does not extend the warranty period for that product or subcomponent. IPS will either repair or replace products or subcomponents, at our discretion, that are found to be defective within the defined warranty period, with transportation costs pre-paid by the customer. Returns for credit will only apply once IPS has received defective product (including any meter or subcomponent) and confirmed that defects were within the warranty period and are covered under the terms and conditions of the warranty provided. IPS strongly recommends that customers pre-purchase spare parts inventory for immediate access. Defective parts can be replaced immediately from customer stock and IPS shall replace such components upon receipt and determination of defect. On-site labor is explicitly not included in this limited warranty. Customer shall be sufficiently trained to perform all on-site work, including meter or sub-component removal/replacement. IPS can provide additional on-site services under a separate maintenance agreement or quoted on an as-needed basis. THE WARRANTIES CONTAINED IN THE AGREEMENT DOCUMENTS ARE IPS'S SOLE AND EXCLUSIVE WARRANTIES. THE EXTENT OF IPS'S LIABILITY FOR A WARRANTY CLAIM IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE DEFECTIVE EQUIPMENT OR DEFECTIVE SERVICE OR SOFTWARE AT THE SOLE OPTION OF IPS. IPS AFFIRMATIVELY EXCLUDES ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE EQUIPMENT AND/OR SERVICES OR SOFTWARE PROVIDED INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT IPS KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE) WHETHER ARISING BY LAW OR BY REASON OF CUSTOM OF THE TRADE.

Exclusions: Warranty voided with use of imitation or non-genuine IPS replacement parts, un-authorized alterations, abuse, vandalism, improper installation by customer, handling or general misuse to the equipment (hardware or software), including attempted repairs that result in damage. Warranty specifically excludes any consumable items such as paper, batteries, etc. Software warranty is void if usernames and/or passwords are shared with 3rd parties, or allowance of 3rd party access to IPS software without IPS written consent. Force Majeure: IPS shall not be liable for any warranty provisions where such product failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity, internet services or cellular telecommunication failures caused by any of the events or causes described above. IPS provides no warranty with respect to any 3rd party hardware or software, whether supplied in connection with this Agreement or otherwise.

Preventative Maintenance: The primary operational elements will be a working battery, card reader, coin validator and printer (if applicable). All product surfaces should be kept clean with mild soap and water. No harsh chemicals should be used on any plastic surfaces. The card reader heads should be cleaned with a cleaning card every 1-2 months to ensure optimum performance. Cleaning cards may be purchased from IPS. Batteries should be replaced when notified by the IPS Data Management System. At 6 month increments, the coin validator shall be visually inspected for any damage or debris. Compressed air may be used to keep the card reader, coin acceptor or printer (if applicable) clear of debris, every 6 months. Additional preventative maintenance shall be administered by customer staff at such time as it is apparent to be necessary, even if it should occur on a more frequent basis than described herein.

TAB C

TECHNICAL RESPONSE





TAB C PROPOSAL SUBMITTALS

Provide a detailed explanation of the Proposer's ability to provide the goods and services detailed in the Work Statement. Each line item of the Work Statement must be addressed either with "compliant", "non-compliant" or with a written response. Any item that is "non-compliant" should have a written explanation or an alternative to the requirement. All exceptions and/or alternatives will be clearly identified and the written explanation will include the scope of the exception, the ramification of the exception for the City and a description of the advantages to be gained by the City as a result of any exception and/or alternative.

Although the Work Statement in this RFP represents the City's anticipated needs, there may be instances in which it is in the City's best interests to permit exceptions to the Work Statement and accept alternatives.



M5TM SINGLE-SPACE METER

Incorporates enhanced payment options, modular design for ease of service, and **unparalleled power efficiency.**



M5™ SINGLE-SPACE METER

The IPS flagship product and the gold standard for single-space Smart Parking meters, the patented M5™ retrofits into existing parking meter housings to maximize infrastructure, and is fully operational in seconds. IPS meters provide Cities and their patrons with a simple and consistent parking user experience that is more cost-effective, customer-friendly, and more reliable than alternatives. The credit card-enabled single-space smart meter patented by IPS offers multiple cashless payment options including credit/debit card, optional NFC/contactless payment (such as Apple Pay® and Google Pay®), and smart cards; access to real-time data, solar power technology, and a comprehensive web-based meter management system.

PHYSICAL FEATURES

- Mechanism is protected by zinc alloy meter dome and UV resistant, anti-fog Lexan cover
- Keypad has four color-coded, easy-to-read mechanical buttons for intuitive payment navigation—rated at more than 250,000 cycles
- Tri-colored LED lights on front and back of meter alert enforcement officers of meter status: paid (green), unpaid (red), and meter fault (yellow)
- Environmentally friendly solar panel and combination rechargeable/back-up battery pack maximize ongoing power
- Proven ability to operate under varying environmental conditions such as snow, sleet, rain, humidity, dust storms, extreme cold, and extreme heat
- Fastest data transfer in the industry with 4G technology from Verizon and AT&T
- Optional Dome Sensors enable real-time space occupancy (available at additional cost)



M5TM FEATURE

BENEFIT

Keypad has four easy-to-read mechanical buttons for intuitive payment navigation—rated for more than 250,000 cycles.

- ✓ Easy, intuitive user interface increases patron satisfaction with their parking experience. Longevity of buttons cuts down on replacement.

Patented combination solar power and battery system.

- ✓ Maximizes ongoing power. Offers a power-efficient energy source that reduces frequency of battery replacement keeping batteries out of landfills and the ocean.

Retrofits into existing meter housings/poles, and maintains all current meter enforcement processes with minimal effort.

- ✓ Institutions can easily upgrade their entire fleet of meters quickly and inexpensively without having to entirely replace meters which translates into significant cost savings in the long term.

Meters accept cashless payment with credit/debit card, and smart card.

- ✓ Institutions report increased revenue, due to credit cards acceptance. Patrons report satisfaction due to ease of payment.

Contactless payment acceptance with NFC applications such as Apple Pay® and Google Pay®.

- ✓ Provides customers an additional convenient, payment option that makes paying for parking even easier, without having to touch the meter.

RFID technology automatically identifies the meter location and downloads the correct operating parameters from the DMS when meters are installed/replaced.

- ✓ Reduces the risk of losing expensive data keys and eliminates the need to physically visit each meter saving countless staff hours.

Meters wirelessly notify parking operations staff of any vaults, such as a card reader jam, via text message, email, or both.

- ✓ Eliminates the need for parking maintenance officials “roving”, cutting costs and reducing CO2 emissions.



DOMES MOUNT

POLE MOUNT

VEHICLE DETECTION SENSORS

HIGH-PRECISION VEHICLE DETECTION

UNPARALLELED AUDIT MANAGEMENT

Leaps and bounds ahead of its predecessors and competitors, IPS Vehicle Detection Sensors offer unmatched accuracy. IPS Stereoscopic Sensors detect both vacancy and occupancy. Compared to other sensor products on the market, IPS Stereoscopic Sensors offer the highest accuracy, a longer battery life, greater auditing functions, and simple installation and maintenance.

HOW IPS SENSORS OPTIMIZE SMART PARKING

- Maximize data accuracy and audit function — sensor features Stereoscopic Sensor and magnetometer to capture different images, sensing perspectives and 3D coordinates
- Discover parking trends with access to real-time and historical occupancy data
- Enable demand-based and progressive rate structures
- Generate revenue by resetting the meter to zero time when a vehicle leaves a space
- Offer courtesy time for greater public acceptance of the smart meters
- Promote space turnover with optional anti meter-feeding feature
- Improve and optimize parking enforcement
- Install in minutes — non-intrusive dome or pole mount requires no concrete work



Stereoscopic Dome Mount



Easy Installation



Stereoscopic Pole Mount



Data Analytics

The IPS Sensor Portfolio features flexible options to match almost any City's IPS single-space meter environment. Fully integrated with the IPS Smart Parking Suite, sensors can influence strategic data driven policy decisions to ensure your program's growth and success.

CORE FEATURES:

- **Real-Time Occupancy Data:** Supports web-based data feeds such as visualizations in the DMS as well as parking finder application
- **Reset Functionality:** Prevents "piggybacking" to reduce congestion and generate turnover
- **Seamless integration:** Integrates with IPS Smart Parking Suite solutions like PARK SMARTER™ and IPS Enforcement Management Solution
- **Common Data Repository:** DMS serves as your single source of truth
- **Flexible Configuration:** Configuration for any single-space meter environment
- **Quick Maintenance:** Easy access for maintenance or replacement
- **Easy Installation:** Depending on sensor type, installation could be completed in just a few minutes

IPS SENSOR BENEFITS

- **Highest accuracy** in the industry
- Can **increase revenue** by **25-50%**
- **High ROI** - pays for itself in as little as **one year**
- **More cost-effective** than competitor offerings



MS1™ PAY STATION

THE MS1™ PAY STATION IS THE LATEST GENERATION OF UNATTENDED PAYMENT SYSTEMS FROM IPS GROUP.

Built with ease-of-use in mind, customers will enjoy a **flexible user experience like no other** pay station available on the market.

MS1™ PAY STATION

BENEFITS OF THE MS1™ INCLUDE:

- **Flexibility:** The MS1™ is available in pay-by-space, pay-and-display, and pay-by-plate models. A simple change of the keypad and a firmware update are all that are required.
- **Robust Hardware Design:** Highly secure, stainless steel cabinet with weather and graffiti-resistant powder coating and scratch-resistant armored glass LCD display window
- **Unparalleled Power Efficiency:** Powered by environmentally friendly solar panel and combination rechargeable and back-up battery pack to maximize ongoing power.
- **Customization:** Configurable buttons available for help screens, alternative languages, max time, and more.
- **Guaranteed Quality:** High-security stainless steel housing with weather and graffiti-resistant powder coating make it both durable and easy to maintain.
- **Improved Visibility:** Blue LED lighting above the display provides enhanced visibility for motorists, technicians, and collections staff.
- **Customer-Friendly Interface:** Provides customers with the easiest user interface on the market.
- **Dependability:** Pay stations communicate wirelessly on the 4G cellular network, ensuring fast and reliable communications while processing secure credit card authorizations, wireless downloads of rates and messages, and transmissions to DMS.
- **Easy Maintenance:** Modularly designed with the technician in mind for easy plug-and-play maintenance.
- **Future-proof Design:** IPS Group's open interface provides seamless integration with third-party systems, such as enforcement, permitting, and ANPR (automatic number plate recognition) to further optimize parking operations.

MS1™ PAY STATION

KEY FEATURES

- Accepts cashless payment options such as credit and debit cards as standard, and optional smart card, pay-by-phone, NFC/contactless, and EMV.
- Available in Pay-by-Space, Pay-and-Display, and Pay-by-Plate with the simple change of a keypad and firmware update.
- Separate maintenance cabinet and collection vault. The cash box is housed in a secure vault that features a six-point locking system and high-security lock.
- Highly secure, stainless steel cabinet with weather and graffiti-resistant powder coating and scratch-resistant armored glass LCD display window.
- Designed to operate in all climate types.
- Modular parts allow for easy servicing in the field with just a Phillips screwdriver.
- ADA compliant.
- Enables strategic price structures including demand-based and variable rate structures.
- Automatic alerts sent to technicians or staff members in the field via email, text, or both.
- Pre-integrated with IPS meters/sensors, most pay-by-phone and guidance/enforcement applications.
- Multiple interchangeable components with IPS Single-Space Smart Parking Meters.
- Real-time online secure credit card authorizations and wireless download of rates and messages via the cellular network.
- Provides customers with the easiest user interface on the market.
- Upgradeable to contactless payment and/or EMV-approved card readers in the future if desired by the City.





MS1TM FEATURE

BENEFIT

Available in pay-by-space, pay-and-display, and pay-by-plate models	✓ Flexibility: A simple change of the keypad and a firmware update are all that are required to support the different modes.
Highly secure, stainless steel cabinet with weather and graffiti-resistant powder coating and scratch-resistant armored glass	✓ Guaranteed Quality: Durable and easy to maintain. ✓ Increased longevity of meter life cycle translates into less meters to replace and increases ROI for Cities.
Operate in all climate types, and temperature ranges of the Northeast	✓ Operational dependability: Ability to function in extreme weather conditions.
Patented combination solar power and battery system	✓ Unparalleled Power Efficiency: Powered by environmentally friendly solar panels and combination battery packs to maximize ongoing power.
LED lighting	✓ Improved Visibility: Blue LED lighting above the display provides enhanced visibility for motorists, technicians, and collections staff.
Wireless communication on 4G cellular network	✓ Dependability: Ensures fast and reliable communications while processing secure credit card authorizations, wireless downloads of rates and messages and transmissions to the Data Management System (DMS).
Pre-integrated with IPS meters/sensors, most pay-by-phone and guidance/enforcement applications	✓ Future-proof Design: Open interface provides seamless integration with third-party systems, to further optimize parking operations.
Modular components	✓ Easy Maintenance: Plug-and-play maintenance requiring only a Phillips screwdriver.



MS3™ PAY STATION

WITH MULTIPLE PAYMENT OPTIONS, MODULAR DESIGN, AND CUSTOMER-FOCUSED FEATURES SUCH AS INTELLITOUCH™, THE MS3™ IS A **TRUE, FUTURE-PROOF DESIGN.**

The MS3™ Pay Station features a **full-color screen**, multiple languages, intuitive interface, and the flexibility to meet future needs.



MS3™ MULTI-SPACE PAY STATION

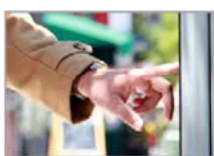
The MS3™ Pay Station features a full-color screen with the flexibility of an optional touch-screen. With the MS3™, you can give your patrons easy-to-read parking instructions in a vibrant showcase. For your staff, the MS3™ ties into the powerful IPS Data Management System, allowing you in-depth analysis of parking patterns and the ability to remotely update rates, and other operational features.

PHYSICAL FEATURES

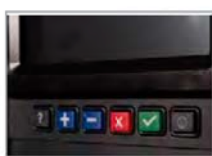
- **Display:** Large color, touch screen (optional), multi-language, 800x480 pixels and allows for alpha-numeric or graphical messages. Display is protected by anti-glare coated bonded glass (standard).
- **Payment Accepted:** Cashless options such as credit and debit cards, smart cards, pay-by-cell, and smart payments through apps like Apple Pay™ and Google Pay™
- **Cabinet Housing:** Unibody construction. High grade corrosion-resistant stainless steel treated and covered with weather and graffiti-resistant powder. Protected by a six (6) point secure locking system.
- **Flexible & User Friendly:** The MS3™ is available in pay-by-space, pay-and-display and pay-by-plate models.



COLOR DISPLAY



OPTIONAL TOUCH SCREEN



INTUITIVE KEYPAD



PAY-BY-PLATE KEY-PAD



SOLAR PANEL

MS3 PAY STATION

BENEFITS OF THE MS3™ INCLUDE:

- **Flexibility:** The MS3™ is available in pay-by-space, pay-and-display, and pay-by-plate models. A simple change of the keypad and a firmware update are all that are required.
- **Robust Hardware Design:** Highly secure, stainless steel cabinet is standard with weather and graffiti-resistant powder coating, providing maximum longevity.
- **Customer-Friendly Interface:** 7-inch active matrix, high resolution color LCD display that can provide clear instructions to guide users through the transaction process. Fully customizable and configurable to allow touch screen operation for enhanced customer engagement.
- **Multiple Payment Options:** Flexible payment options include credit/debit card, Smart Card, pay-by-cell integration, and NFC contactless payment with applications such as Apple Pay® and Google Pay®.
- **Security:** Each unit contains a separate maintenance cabinet and collection vault. The cash box is housed in a secure vault that features a six-point locking system and a high-security electronic lock.
- **Unparalleled Power Efficiency:** Powered by environmentally friendly solar panel and rechargeable combination battery to maximize ongoing power and uptime.
- **Improved Visibility:** Blue LED lighting above the display provides enhanced visibility for motorists, technicians, and collections staff and optional rear LEDs for visual enforcement (pay-by-space).
- **Dependability:** Pay stations communicate wirelessly on the 4G cellular network, ensuring fast and reliable communications while processing secure credit card authorizations, wireless downloads of rates and messages, and transmissions to DMS.
- **Easy Maintenance:** Modularly designed with the technician in mind for easy plug-and-play maintenance.
- **Future-proof Design:** IPS Group's software interface provides seamless integration with third-party systems, such as enforcement, permitting, and LPR (license plate recognition) to further optimize parking operations.



MSR™ PAY STATION

BENEFITS OF THE MSR™ INCLUDE:

- **Flexibility:** The MSR™ is available in pay-by-space, pay-and-display, and pay-by-plate models. A simple change of the keypad and a firmware update are all that are required.
- **Robust Hardware Design:** Highly secure, zinc alloy and stainless-steel cabinet design with weather and graffiti-resistant painting that provides maximum longevity.
- **Customer-Friendly Interface:** 7-inch active matrix, high resolution color LCD display that can provide clear instructions to guide users through the transaction process. Fully customizable and configurable to allow touch screen operation for enhanced customer engagement.
- **Multiple Payment Options:** Flexible cashless payment options include credit/debit card, Smart Card, pay-by-cell integration, and NFC contactless payment with applications such as Apple Pay® and Google Pay®.
- **Security:** Each unit contains a separate maintenance cabinet and collection vault. The cash box is housed in a secure vault that features a high security electronic lock and chromium carbide overlay for reinforced security.
- **Unparalleled Power Efficiency:** Powered by environmentally friendly solar panel and rechargeable combination battery to maximize ongoing power and uptime.
- **Improved Visibility:** Blue LED lighting above the display provides enhanced visibility for motorists, technicians, and collections staff and optional rear LEDs for visual enforcement (pay-by-space).
- **Dependability:** Pay stations communicate wirelessly on the 4G cellular network, ensuring fast and reliable communications while processing secure credit card authorizations, wireless downloads of rates and messages, and transmissions to DMS.
- **Easy Maintenance:** Modularly designed with the technician in mind for easy plug-and-play maintenance.
- **Future-proof Design:** IPS Group's software interface provides seamless integration with third-party systems, such as enforcement, permitting, and LPR (license plate recognition) to further optimize parking operations.



MS1™/MS3™/MSR™ COMPARISON

CORE FEATURE LIST

MS1 MS3 MSR

Available in pay-by-space, pay-and-display, and pay-by-plate models	X	X	X
Credit/debit card, coins, Smart Card, pay-by-cell integration, and NFC contactless payment	X	X	X
Traditional coin payments	X	X	X
ADA compliant	X	X	X
7-inch transflective monochrome display	X		
7-inch active matrix, high resolution color LCD display (with configurable touch screen option)		X	X
Common stainless-steel coin vault	X	X	X
Single-body stainless-steel cabinet design	X	X	
2-piece zinc alloy upper cabinet and stainless-steel vault cabinet design			X
Powered by environmentally friendly solar panel and rechargeable combination battery system with rechargeable 34Ah and 72Ah battery options	X	X	X
Pay stations communicate wirelessly on the 3G/4G cellular network	X	X	X
Modularly designed with the technician in mind for easy plug-and-play maintenance	X	X	X
Back office software, data security, financial and technical reporting, maintenance alerts	X	X	X
Technical support and maintenance	X	X	X



THE IPS DATA MANAGEMENT SYSTEM (DMS) WITH ADVANCED ANALYTICS

The DMS with Advanced Analytics is a secure, real-time web-based application that allows parking professionals to manage an entire parking network with ease. It provides a comprehensive set of financial, technical, and administrative reporting features paired with remote meter configuration, allowing man-

agers to seamlessly integrate parking meters with pay-by-cell, Vehicle Detection Sensors, Enforcement and Permitting, and other smart applications. Built for the future of big data, the DMS with Advanced Analytics will better support your City's business and enable strategic, data-driven decisions.

COMPLETE SYSTEM INTEGRATION

- **Security SSO:** User profile-based access — total compliance
- **Analytics At Your Fingertips:** Total data integration, terabytes of data curated into informative, visualized reports
- **Demand-Based Pricing:** Create trend-based dynamic rates to optimize parking availability
- **Flexibility:** Access from any web-enabled device, API integration with any service
- **Efficiency & Reliability:** High availability, cloud-based total component integration: meters, sensors, apps
- **Optimal Scheduling & Routing:** Real-time updates, live alerts, forecasting for occupancy and maintenance
- **Robust Infrastructure:** 3+ terabytes of data processed per year, and growing...

PRIMARY FEATURES

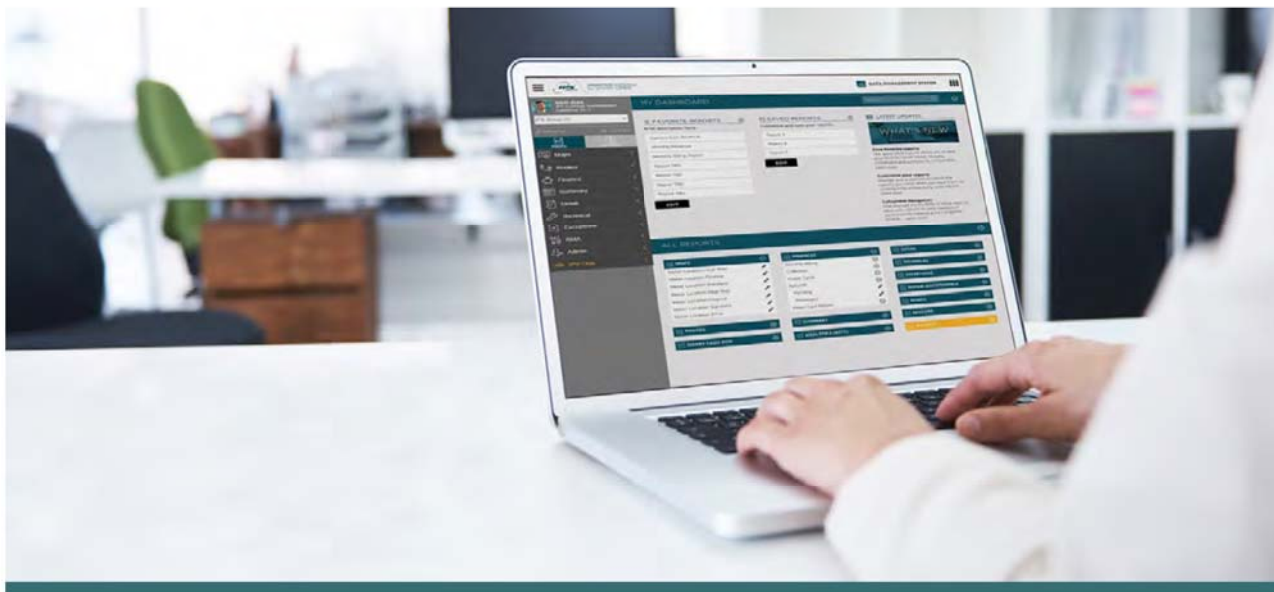
- Real-time updates and live alerts
- Customizable routes to maximize efficiency
- Seamless integration with all IPS Smart Parking applications
- Flexibility to use as much, or as little data as you choose
- Ability to monitor parking program health remotely
- Analytics view options to turn data into usable charts
- User profiles to control access
- Compatibility with Android OS and Apple iOS

REPORTING & ANALYTICS

A comprehensive set of financial, technical, and administrative reporting features paired with remote meter configuration make the DMS both intuitive and powerful. DMS analytics creates a visual representation from large tables of data to help managers gain helpful insight into the patterns and trends of their parking program and leverage this informa-

tion to derive future strategy and optimize systems.

All reports are flexible with customized views for comparison purposes, allowing managers to visualize “what-if” scenarios. All reports can be exported into various formats, including XLS, CSV, and PDF.





SUBCONTRACTOR SOLUTIONS:

PAY-ON-FOOT PAY STATION SHELTERS

IPS Group is subcontracting with Porta-King Building Systems to supply the pay station shelters requested by the City of Newburgh. Pictured above are a couple of samples, although exact dimensions are to be determined based on the needs of the City. Pricing for the pay station shelters has been included along with IPS solution pricing in Tab E. Shelter blueprints have been included in the Appendix of this response.

II. TECHNICAL REQUIREMENTS – SINGLE-SPACE PARKING METERS

	COMPLIANT	NON-COMPLIANT	COMMENTS
A. SINGLE SPACE METER CONFIGURATION			
Will feature RFID technology for inventory, maintenance, and remote auto-configuration purposes.	X		RFID technology automatically identifies the meter location for the purposes of inventory, maintenance and remote auto-configuration purposes. RFID also enables the ability to download the correct operating parameters when meters are replaced.
Retrofits into existing single space meter housings.	X		The M5™ can retrofit into the City's existing parking meter housing to maximize infrastructure and is fully operational in seconds.
Supports 4G/5G LTE communications and wirelessly communicates in real-time to vendor hosted back-office software system using cellular network.	X		The M5™ single-space meter offers secure, 4G LTE wireless communication as standard for all connectivity between the meter and the IPS Data Management System (DMS).
Must have multi-colored LED lights to provide visual indication of parking paid status and fault status.	X		The M5™ features tri-colored LED lights that provide visual indication to the front and back of meter to alert enforcement officers of meter status: paid (green), unpaid (red) and meter fault (yellow), and other colors as needed.

	COMPLIANT	NON-COMPLIANT	COMMENTS
Support NFC payment options (contactless cards/QR codes and smart phones).	X		The M5™ offers optional NFC, EMV and mobile payment integration. Contactless/NFC payments can be made via "tap-and-go" cards, Smartwatches, and Smartphone Payment Applications (Apple Pay® and Google Pay®) with the implementation of a contactless reader. IPS has included these payment features as part of the proposed pricing. The IPS M5™ does not have a bar code or QR code reader. This barcode or QR code reader functionality could be provided as part of our PARK SMARTER™ mobile payment application.
Support optional (add/alternate) EMV Level 1 & 2 Certified Credit Card Reader.	X		IPS manufactures its own Level 1-certified, and Level 2-certified EMV card readers and can provide this option to the City of Newburgh. This option has been included in the pricing included in this response. Since the transfer of liability in October 2015, we have not seen significant rise in charge-back claims, nor significant interest from our existing client base to convert to EMV card readers. For clients that desire financial protection without the EMV reader capital investment, IPS offers an insurance service to shield them against the financial liability they may experience from counterfeit EMV fraud; this service costs less than 1% of the annual credit card transactions. IPS highly recommends our alternate Card-Present Counterfeit Fraud Reimbursement Service. This less-expensive option provides comprehensive coverage against the risks of card-present counterfeit fraud.

	COMPLIANT	NON-COMPLIANT	COMMENTS
Support optional (add/alternate) wireless integration with vehicle detection sensors that do not require any additional wireless network other than the wireless connection of the parking meter.	X		IPS has included information on our stereoscopic dome mount and pole mount sensors as part of this response.
Support optional (add/alternate) pushing of mobile payments to the meter display for ease of enforcement. Describe battery draw implications for this option.	X		IPS meters support optional push of mobile payments to the meter display for ease of enforcement; however, it is considered a power-intensive feature that may result in reduced battery life. However, IPS has almost 10 years of experience in implementing and recommending feature sets that maximize battery life.
B. GRAPHIC DISPLAY			
Display shall be LCD and easily readable by users and allow for customized inputs.	X		The M5™ features a 160 x 160-pixel graphical LCD capable of displaying seven (7) lines of text on two rotating screens in any language and in all lighting conditions, allowing the City to display current enforcement hours, time limits, time remaining, and rate information. Any message can be configured wirelessly via the DMS.
Shall be securely protected under a traditional single-space meter housing dome or similar protection integrated into the design.	X		The M5™ mechanism is securely protected by a zinc alloy meter dome and UV-resistant, anti-fog Lexan cover.

	COMPLIANT	NON-COMPLIANT	COMMENTS
Display will feature at least 160 x 160-pixel graphical LCD capable of displaying 7 lines of text on two rotating screens in any language and in all lighting conditions.	X		The M5™ features a 160 x 160-pixel graphical LCD capable of displaying seven (7) lines of text on two rotating screens in any language and in all lighting conditions, allowing the City to display current enforcement hours, time limits, time remaining, and rate information. Any message can be configured wirelessly via the DMS
Shall be able to operate without failure under weather conditions that are typical year-round to the region, including, but not limited to, humidity, snow, sleet, rain, road grime, street vibrations, and extreme temperature variations.	X		All IPS meters have been independently certified to operate in all climate types and extreme temperature variations.
The LCD displays must be remotely programmable via web-based meter management system, such that the meter staff is not required to be present at the meter for changes to be made.	X		All LCD configurations and messaging can be configured wirelessly via the DMS.
Shall include a color coded tactile user-friendly keypad for operations.	X		The M5™ 4-button, tactile keypad is color-coded with blue keys for the “+Time” and “-Time” functions, green for “OK” to accept credit card transactions and red to “CANCEL” a transaction.
For increased visibility in low-light conditions, the LCD shall be backlit. Backlight will be enabled automatically via light sensitivity.	X		The M5™ has a backlit, auto-brightness monochromatic 160 x 160-pixel graphical LCD display. The display is visible in all lighting conditions ranging from direct sunlight to pitch darkness. The backlight function is enabled by pushing any button or inserting/initiating payment. Backlight on-time can be configured through the DMS.

COMPLIANT

NON-
COMPLIANT

COMMENTS

C. PAYMENT OPTIONS

Shall have the ability to accept credit cards, debit cards, smart cards, and pay-by-mobile-phone payments. No cash or coin acceptance.

X

The M5™ credit card-enabled single-space smart meter offers multiple payment options including credit/debit card, optional NFC/contactless payment (such as Apple Pay® and Google Pay®), integrated pay-by-mobile phone payment (or integration with IPS PARK SMARTER™) and smart cards.

Shall have only one card slot with hybrid card reader for payment by credit or debit card.

X

The M5™ only contains only one card slot with the hybrid reader for payment.

Shall have capability of offering optional LEV-EL 2 Certification EMV Card reader - Vendor must supply certification documents.

X

IPS manufactures its own Level 1-certified, and Level 2-certified EMV card readers and can provide this option to the City of Newbury. This option has been included in the pricing of this response.

D. CARD READER

Card slot shall be functional in all weather, including rain, and shall not be disabled by water or other liquid.

X

The M5™ credit card reader is fully encased in the meter mechanism, featuring a small, downward-angled opening making it functional in all weather, including rain and cannot be disabled by water or other liquid.

Meter shall have the capability of accepting VISA, MasterCard, American Express, and Discover.

X

The M5™ accepts Visa, Mastercard, Discover and American Express using real-time PCI compliant protocols. The City can configure the acceptance of credit cards (i.e., determine which to accept) remotely via the DMS.

	COMPLIANT	NON-COMPLIANT	COMMENTS
Shall have capability of offering optional LEV-EL 2 Certification EMV Card reader – Vendor must supply certification documents.	X		IPS manufactures its own Level 1-certified, and Level 2-certified EMV card readers and can provide this option to the City of Newbury. This option has been included in the pricing of this response. Certifications have been included in the Appendix of this response.
Card reader shall be compatible with all ISO standard magnetic-stripe card readers.	X		The M5™ card reader is compatible with ISO standards.
Mechanism shall default to “Pay by Phone” condition whenever card payments are unavailable.	X		When card payments are unavailable, the M5™ will display a screen directing the motorist to alternate payment options, such as “Mobile Payment Only” for payment. The City can easily customize the exact messaging on the meter display from the DMS, or with the help of IPS if preferred.
The time/amount the meter defaults to upon insertion and removal of a credit card shall be user-defined.	X		Minimum, maximum and default time periods can be configured in the DMS.
User shall be able to increase/decrease the amount of parking time/amount being requested.	X		Users insert and remove a card to start the payment process. Users then can toggle up (add time) or down (less time) to select the amount of time to be purchased, up to the maximum, and down to the minimum metered time. Users can then select “OK” to purchase or can press “CANCEL” to stop the transaction.
User shall always be able to cancel the transaction without penalty prior to accepting the transaction or allow the default time period to pass without action.	X		Users can press the “CANCEL” button to cancel the transaction without penalty up until accepting the transaction, or during the default time period.

	COMPLIANT	NON-COMPLIANT	COMMENTS
The card reader shall not protrude from the face of the meter and shall be designed to be internal to the meter mechanism.	X		The card reader is integrated into the meter mechanism.
E. POWER SYSTEM			
Must be equipped with an integrated solar panel recharge system. This solar panel will be incorporated into the inside of the meter housing, in order to prevent damage due to operating conditions or vandalism.	X		The M5™ battery is trickle-charged by a 10-12-watt solar panel that is integrated into the single-space meter to prevent damage due to operating conditions or vandalism. A nominal amount of ambient sunlight keeps the battery packs charged. Primary Cell technology keeps the unit operating, even with minimal sunlight and acts as the backup battery.
The battery pack shall be easily replaceable without any special tools.	X		The M5™ battery can be removed/replaced in the field without the use of special tools.
Shall include a separate backup battery to sustain clock, calendar and audit information in the event of a main battery failure or during battery replacement.	X		The M5™ contains a backup battery that can sustain clock, calendar, and audit information in the event of a system failure. All audit information is stored in non-volatile flash memory for the secure storage of all meter event and transaction information. This information can be stored indefinitely. However, under normal operating conditions it is transmitted on a regular basis to the DMS.

	COMPLIANT	NON-COMPLIANT	COMMENTS
Battery pack shall consist of a combination rechargeable/back-up battery pack to provide ongoing power and backup power. Battery pack shall have a minimum life capability of 24-36 months without replacement (depending on climate and wireless features enabled).	X		The IPS M5™ is powered by a patented combination solar rechargeable main power battery and a backup battery system and has been proven the most power-efficient, smart, single-space meter on the market today. The solar panel for the M5™ Single-Space Parking Meter is specifically designed for this application to provide the necessary solar power. Under standard operating conditions and dependent upon on climate and features enabled, the IPS non-rechargeable battery system should last 2-3 years. Any rechargeable battery provided by IPS under standard operating conditions shall have a limited warranty of five (5) years. Non-rechargeable batteries shall have a warranty based on the intended use, meter configuration, and solar conditions.
Rechargeable battery must have a minimum warranty of five (5) years.	X		Any rechargeable battery provided by IPS under standard operating conditions shall have a limited warranty of five (5) years.
F. INTERNAL TIME KEEPING			
Mechanism shall include real-time clock.	X		The M5™ features a 365-day, real-time clock to support time, calendar, and day of week functions. The time on the meter is synchronized to an atomic clock-based stratum-1 time server to provide accurate time each time the meter connects to the DMS.

	COMPLIANT	NON-COMPLIANT	COMMENTS
Mechanism shall be fully programmable for automatic daylight-savings time change.	X		Because the M5™ is synced to server time, it automatically updates during Daylight Savings Time and Daylight Savings changes can be prevented, should these no longer take place.
Mechanism shall support linear and complex rate structures.	X		IPS meters can accommodate up to 15 rate structures per day, seven (7) days a week, which can vary from linear to complex structures including Tow-Away, No Parking, Progressive, Free Parking options, and more in addition to hourly parking rates for normal metering time.
G. INVENTORY OF PARTS			
The Vendor must provide detailed list of inventory supplies and cost of each part in the bid. The list should also include the recommended number of parts the CITY should have in its inventory, for each part, per meter.	X		Please refer to Tab E Proposal Form for details.
H. BACK OFFICE SOFTWARE			

	COMPLIANT	NON-COMPLIANT	COMMENTS
I. The City of Newburgh is currently working with Passport Lab, INC, a comprehensive vendor hosted back office software system. Vendor's system must be fully compatible with Passport Lab, INC back office software.	X		The DMS is a web-based, vendor-hosted system with no software installation requirement. Authorized users can securely access the DMS from any common web browser. We understand that the City intends to use Passport Lab's back-end system for full parking program management. Please be advised that while we can provide basic data sharing for reporting purposes, configurations and overall meter management is handled through our DMS.
J. PROJECT MANAGEMENT AND IMPLEMENTATION			
The Vendor shall provide a structured approach and plan for project implementation as well as its ongoing support operation.	X		Please refer to Tab I for information on our structured approach to project implementation, and Tab B for information on our Customer Support Organization.
The Vendor shall provide the required staff, management, and supervision necessary to successfully fulfill the contract.	X		IPS will provide a dedicated project team as access to ongoing support to successfully fulfill the contract. Please refer to Tab B for more information.

	COMPLIANT	NON-COMPLIANT	COMMENTS
The Vendor will be responsible for all aspects of supplying turnkey parking meter system as identified in this Request for Proposal document including, but not limited to, all civil engineering tasks, permitting, pole replacement and supply, numbering of meters, pouring of pads and the supply and installation of illuminated shelters for multi-space meters.	X		IPS confirms responsibility for supplying a turnkey parking meter system as identified in this Request for Proposal. Please refer to Tab I for information on our implementation services, as well as Tab M for information on the subcontractors we intend to work with for installation of illuminated shelters and signage.
Vendor to install all new theft resistant lenses in each meter.	X		IPS will comply.
Vendor shall supply an add/alternate (identify as add/alternate) price to refurbish all existing housings by having housings powder coated. CITY to choose color.	X		IPS will comply. We will work with the City to refurbish housings to be powder coated. Please refer to our pricing for more information.
K. ONGOING SUPPORT SERVICES - THE VENDOR SHALL DESCRIBE ITS SOLUTION FOR THE PROVISION OF ONGOING SYSTEM ADMINISTRATION INCLUDING, BUT NOT LIMITED TO:			
Backup and restart capabilities	X		IPS complies.
Configuration management (devices, management system, and related equipment)	X		All configurations can be managed remotely in the DMS. The IPS Meter Configuration Tool in the DMS enables easy system-wide and individual meter configuration management. While the DMS makes configurations easy, IPS Customer Support is available at any time to assist.

	COMPLIANT	NON-COMPLIANT	COMMENTS
System and data security management	X		IPS is PCI-DSS Level 1 certified as a payment services provider. IPS meters use real-time PCI compliant authorization protocols, which includes strong protection of sensitive data. Strong protocols security is utilized for transport. Strong encryption is utilized for sensitive data at rest; and sensitive data is cleansed per housekeeping rules. For a visual representation of IPS Group's secure data flow, including our levels of data encryption at each phase and RSA 1024-bit encryption, please refer to the "High Level Data Flow" diagram provided in the Appendix of this response.
Replacement devices	X		Please refer to the IPS Limited Warranty and Spare Parts Pricing provided in Tab E. Also, an overview of our RMA process and application can be found in Tab B.
Spare parts	X		Please refer to the IPS Limited Warranty and Spare Parts Pricing provided in Tab E.
System upgrades and enhancements	X		IPS provides all software and firmware releases as they become available, for as long as the meters are in use by the City. As a technology company, IPS invests heavily in research and development and strives to stay continually ahead of the industry. IPS makes software updates regularly, keeping the City's Smart Meters up to date with the latest improvements. Note that preventative maintenance and updates are conducted in low usage periods in the evening/early morning hours.

	COMPLIANT	NON-COMPLIANT	COMMENTS
Customer service	X		IPS offers customer service resources with in-depth system knowledge around the clock to ensure you get what you need, fast. Our team of experts are available via a telephone-based help desk from 8 a.m. to 5 p.m., Monday through Friday, and after hours/emergency technical support to maintain constant coverage. Upon entering a contract, IPS will provide contact information for all IPS senior staff. IPS customer service can be reached toll-free at (858) 568-7648, or at customersupport@ipsgroupinc.com for non-emergencies. Full details regarding IPS customer support can be found in Tab B.
2-year all-inclusive Warranty	X		More information on the IPS Limited Warranty can be found in the supplemental pages provided in Tab E Proposal Form.
Preventative Maintenance shall be included as part of the initial two-year warranty period and vendor shall supply the cost of additional five-year Preventative Maintenance program and identify the cost for each year. Vendor must clearly identify what is included in their preventative maintenance program.	X		More information on the IPS Limited Warranty as well as 5-year preventative maintenance program can be found in the supplemental pages provided in Tab E Proposal Form.

L. OPTIONAL PRODUCTS AND SERVICE - THE VENDOR MAY OFFER ANY ADDITIONAL OR RELATED SERVICES THAT MAY COMPLEMENT THE CORE VENDOR SERVICES THAT ARE THE PURPOSE OF THIS PROCUREMENT PROCESS. THE VENDOR SHOULD SPECIFICALLY ADDRESS:

	COMPLIANT	NON-COMPLIANT	COMMENTS
Vehicle Detection Sensor Options (list as add/alternate #2) ✓ Multiple options of sensors preferred – in ground, meter pole and built into meter. ✓ Wireless connection to the single space meter with no additional communications infrastructure required (i.e., no repeaters or mesh network)	X		Please refer to the beginning of this Tab for product information, including that of the Stereoscopic Dome and Pole Mount Sensors provided by IPS. IPS sensors wirelessly connect to IPS meters via cellular network and require no additional infrastructure (i.e., repeaters or mesh network).
Smart Card ✓ With ability to report into back office software	X		IPS can comply once provided the development software to interact with the required Smart Card. IPS works with several cities to implement Smart Card programs. IPS smart meters accept multiple payment options, including chip-based, pre-paid Smart Cards. Smart Cards hold a stored value, allowing patrons to pay for parking easily with the swipe of a card. The City can configure the acceptance of Smart cards through the DMS.

	COMPLIANT	NON-COMPLIANT	COMMENTS
Mobile Payment Applications (required) ✓ Ability to use wireless connectivity to push mobile payments to the meter	X		The IPS system accepts mobile payments, which are displayed in real time on the meter itself, providing customers with maximum flexibility in terms of payment options, while ensuring that enforcement practices are not impacted. As such, customers can make an initial payment at the meter via credit card or any other accepted form of payment, and then extend their time by mobile payment, up to the maximum allowable time. Remote payment capabilities provide a convenient way to pay for or extend parking without having to be physically present at the meter. IPS has included information on our fully integrated mobile payment application, PARK SMARTER™, as part of this proposal; however, IPS can integrate with any third-party mobile payment application the City desires.
Other features and capabilities that the Vendor wishes to provide as add/alternates and make available to the CITY.	X		Please refer to the Appendix of this response for information on other products and services offered by IPS Group. This includes our Enforcement Management Solution, which seamlessly integrates with IPS single-space meters and multi-space pay stations, as well as Permit Management and Code Enforcement.

III. TECHNICAL REQUIREMENTS – MULTI-SPACE PARKING METERS

A. PAY STATION CONFIGURATION

Pay Stations must be able to work in either Pay-by-Plate, Pay-by-Space, or Pay & Display mode. CITY will utilize pay-by-plate mode for this deployment but pay station must have capability to be upgraded to a different mode via simple hardware or software change.	X		IPS pay stations are available in pay-by-plate, pay-by-space and pay-and- display options. The pay station mode can easily be changed through the change of a keypad and firmware update.
Pay Station must have a powder-coated stainless-steel cabinet	X		IPS MS1™ and MS3™ pay stations feature a highly secure, stainless-steel cabinet with weather and graffiti-resistant powder coating, providing maximum longevity. The MSR™ (an alternate offering to the MS1™ and MS3™) features a zinc alloy and stainless-steel cabinet
Display must be protected with armored glass to prevent vandalism of display	X		IPS pay station displays come standard armored glass, which is fog, scratch, and impact resistant.
Pay Station must have a High-security 6-point locking lower housing with anti-drill locks	X		IPS pay stations feature a separately locked lower compartment in the housing that houses the cash box that features a six-point locking system and high-security lock. Additional security is provided by a standard outer cabinet door. In addition to separate vault locks in the upper and lower cabinets and anti-drill spin disks, the pay station can optionally be fit with Medeco electronic vault locks.

	COMPLIANT	NON-COMPLIANT	COMMENTS
Must have LED lighting providing illumination for users and technicians	X		IPS pay stations feature blue LED lighting above the display provides enhanced visibility for motorists, technicians, and collections staff.
Must have configurable buttons to allow for multiple languages max time payments	X		IPS pay stations feature configurable buttons designed for special designation such as help screens, alternate languages, max time, and more.
Capable of processing mixed payment transactions (credit/debit card, smart card or pay by phone option)	X		IPS pay stations can accept multiple forms of payment to complete a transaction (e.g., cards and mobile app in the same transaction).
Must have and demonstrate modularly designed components for ease-of-service in the field	X		IPS pay stations feature modular, plug-and-play parts that allow for easy servicing in the field. Batteries, printers, paper, collection canisters, and coin validators, are all replaceable by hand. All other listed components would merely require a screwdriver and training to perform all other replacement procedures.
Wirelessly communicates in real-time to vendor hosted back office software system	X		IPS pay stations communicate wirelessly on the 4G cellular network, ensuring fast and reliable communications while processing secure credit card authorizations, wireless downloads of rates and messages, and other data transmissions to the DMS back-office.
Must be able to upgrade to alternate models with a change of keypad	X		The mode of the pay station (from pay-by-plate, pay-by-space and pay-and-display) can easily be changed through the change of a keypad and firmware update.

	COMPLIANT	NON-COMPLIANT	COMMENTS
The preference of the CITY is to have credit/debit card accepting pay stations.	X		IPS pay stations accept credit/debit cards as standard, and offer options for acceptance of smart card, mobile payment integration, NFC/contactless, and EMV. Options have been provided in Tab E.
The CITY wishes to utilize a Pay-by-Plate parking configuration	X		IPS pay stations can be deployed in pay-by-plate as described throughout this proposal. As part of our initiative to simplify the pay-by-plate parking experience as much as possible, IPS offers a value-add service called My Parking Receipt™. My Parking Receipt™ works with IPS meters and pay stations to bring greater personal reporting and record-keeping capabilities to your customers with easy access to parking receipts. My Parking Receipt is a convenient website that allows customers to view, download and print their parking receipts paid at any IPS meter. When a user registers their vehicle and license plate number on myparkingreceipts.com and they insert their credit card into any IPS pay-by-plate pay station, the license plate information will auto-populate. This unique feature offered only by IPS provides much greater convenience to users, saving them the hassle of remembering their license plate number, possibly entering it incorrectly, or returning to the vehicle to verify accuracy.
✓ User must be able to pay for their space at multiple pay stations.	X		While this may require more definition from the City, IPS has deployed similar systems for our customers. We're confident that we could supply the solution as required.

	COMPLIANT	NON-COMPLIANT	COMMENTS
✓ Parking Enforcement Officers must be able to view paid and unpaid spaces on a wireless device that can download transaction data in real time and print a report from the machine.	X		IPS complies.
✓ The enforcement screen must be color coded to show paid and expired spaces, as well as spaces that have recently expired (a grace period).	X		IPS complies.
✓ The city must be able to customize the time length of the grace period.	X		The grace period time length is configurable in the DMS.
✓ The city must be able to customize meter zones.	X		Meter zones are configurable in the DMS.
✓ The back-office operator must be able to view historical space data.	X		Historical space data can be viewed in the DMS.

COMPLIANT

NON-
COMPLIANT

COMMENTS

B. HOUSING SPECIFICATIONS

EXTERIOR

✓ Pay Station must have a powder-coated stainless-steel cabinet	X		IPS MS1™ and MS3™ pay stations feature a highly secure, stainless-steel cabinet with weather and graffiti-resistant powder coating, providing maximum longevity. The MSR™ (an alternate offering to the MS1™ and MS3™) features a zinc alloy and stainless-steel cabinet.
✓ Shall have weather-resistant design.	X		IPS pay stations are environmentally sealed, water-resistant, and protected from humidity, moisture, dust, and other elements which may disturb operation. All PCBs and connectors are conformal coated to protect against moisture. The IPS meter has been independently certified to operate in all climate types. IPS pay stations are currently deployed in a variety of climates including those similar to what's experienced in Newburgh.
✓ Surface must be powder-coated for graffiti- and weather-resistance.	X		Yes. Please refer to previous response.
✓ The cabinet must have an aesthetically pleasing design that is easily recognizable as related to parking.	X		IPS pay stations feature an aesthetically pleasing and intuitive design. While the MS1's standard color is grey, IPS can provide pay stations in any color desired. Custom Paint options are available upon request for an additional fee. Exact RAL color must be specified with order. Custom decals are available upon request.

	COMPLIANT	NON-COMPLIANT	COMMENTS
✓ Unit shall be installed such that there are no exposed bolts showing.	X		IPS pay stations are designed so there are no exposed bolts.
COMPARTMENTS			
✓ Individual outer doors for each access.	X		IPS pay stations feature separately locked outer doors for access. The lower cabinet is typically reserved for collections, which in a cashless configuration will not be utilized.
✓ Vandal-resistant outer doors with internal or recessed hinges.	X		IPS pay stations feature vandal-resistant doors with recessed hinges.
✓ Locks shall be high security anti-drill protection and must have different combinations for upper and lower access doors.	X		IPS will use high-security mechanical locks along with our high-security locking system. The outer door locks are protected by anti-drill spin disks. In addition, a separate set of keys are required to access the lower cabinet. The lower cabinet is typically reserved for collections, which in a cashless configuration will not be utilized.
UPPER			
✓ All apertures shall be designed and/or shielded to discourage vandalism and insertion of foreign materials.	X		All apertures are vandal resistant for worry-free operation and quick servicing.
✓ Credit card aperture locations must meet ADA requirements.	X		Please refer to the Appendix for demonstration of our compliance with ADA requirements.

	COMPLIANT	NON-COMPLIANT	COMMENTS
✓ Center line of control not more than 48 inches above pedestrian access route.	X		Please refer to the Appendix for demonstration of our compliance with ADA requirements.
✓ Operable with one hand that doesn't require tight grasping, pinching, or twisting of wrist.	X		Please refer to the Appendix for demonstration of our compliance with ADA requirements.
C. DISPLAY AND INSTRUCTIONS			
Display shall be LCD and easily readable by users and allow for customized inputs.	X		IPS pay stations feature a graphical LCD capable of displaying multiple lines of text on two rotating screens in any language and in all lighting conditions. IPS meters feature a UV stabilized cover, which has an opening to allow for sunlight to reach the solar panel and to allow for clear viewing of the display screen. Because the meter display is programmable, it can support any bitmap image, such as advertisements or announcements, allowing the City to easily display different fonts and styles of characters on the same screen.
Shall be securely protected under a traditional single-space meter housing dome or similar protection integrated into the design.	X		This requirement is written to single-space; however, as it relates to protection of the LCD, IPS Pay Station displays feature a scratch-resistant, armored glass LCD display window.

	COMPLIANT	NON-COMPLIANT	COMMENTS
Display will feature at least 160 x 160-pixel graphical LCD capable of displaying 7 lines of text on two rotating screens in any language and in all lighting conditions.	X		IPS pay stations' displays comply with this requirement. IPS pay stations feature a 7-inch monochrome or color display (depending on model selected) that allows ten (10) lines of alphanumeric text in any language and lighting condition on rotating screens given the large size. Characters are varied since multiple font sizes can be used. Additional lines may be added to accommodate smaller text/dynamic pricing schedules.
Shall be able to operate without failure under weather conditions that are typical year-round to the region, including, but not limited to, humidity, snow, sleet, rain, road grime, street vibrations, and extreme temperature variations.	X		All IPS pay stations and pay station components are environmentally sealed, water resistant, and protected from humidity, moisture, dust, and other elements which may disturb operation. All PCBs and connectors are conformal coated to protect against moisture. The IPS meter has been independently certified to operate in all climate types including temperatures ranging from -40 degrees F to 185 degrees F. IPS meters are currently deployed in a variety of extreme climates such as Minneapolis, MN; Phoenix, AZ; San Francisco, CA; and Seattle, WA.
The LCD displays must be remotely programmable via web-based meter management system, such that the meter staff is not required to be present at the meter for changes to be made.	X		All IPS pay stations have a programmable display that can be configured remotely from the DMS back office. Staff is not required to be present at the meter to make or apply changes.

	COMPLIANT	NON-COMPLIANT	COMMENTS
Shall include a color-coded tactile user-friendly keypad for operations.	X		IPS pay stations feature mechanical, tactile buttons rated at more than 250,000 cycles, which translates into much more than 10 years of use. The buttons are also completely environmentally sealed to prevent moisture from affecting performance. The buttons are both labeled with symbols, words and are color-coded to provide the most intuitive user experience possible. Additionally, the labels on the buttons are cast (embedded) completely through the button so that wear and tear will not result in the label degrading over time. Keypads are modular in design and are easily replaced in the field.
For increased visibility in low-light conditions, the LCD shall be backlit. Backlight will be enabled automatically via light sensitivity.	X		IPS pay station displays are backlit and automatically enabled in low light conditions or when payment is inserted in the meter.
Proposal shall include description of display capabilities.	X		Please refer to the description provided at the start of this section C. Display; as well as the product overviews of our pay station offerings featured at the start of this Tab.
This display information should be graphical whereby the CITY can choose to display a logo or special welcome message.	X		Because the pay station display is programmable, it can support any bitmap image, such as logos, advertisements or announcements, allowing the City to easily display different fonts and styles of characters on the same screen.
LED lighting provided above the display to enhance visibility.	X		IPS pay stations feature blue LED lighting above the display to provide enhanced visibility for motorists and City staff/technicians.

	COMPLIANT	NON-COMPLIANT	COMMENTS
For increased visibility in low-light conditions, the LCD shall be backlit. Backlight will be enabled automatically via light sensitivity.	X		This is a duplicate question. IPS pay station displays are backlit and automatically enabled in low light conditions or when payment is inserted in the meter.
Shall be protected by anti-glare armored glass (scratch proof).	X		IPS pay stations feature scratch-resistant, anti-glare armored glass LCD display windows.
Shall have minimum capacity of 7 lines of alpha-numeric or graphical messages	X		IPS pay stations feature a 7-inch display that allows seven (7) and up to ten (10) lines of alphanumeric text in any language and lighting condition on rotating screens given the large size.
The LCD displays must be remotely programmable via web-based meter management system, such that the meter staff is not required to be present at the meter for changes to be made.	X		All IPS pay stations have a programmable display that can be configured remotely from the DMS back office. Staff is not required to be present at the meter to make or apply changes.
Proposal shall describe capability of displaying different languages.	X		IPS meters can support text in any language.

	COMPLIANT	NON-COMPLIANT	COMMENTS
Shall be able to operate without failure under weather conditions that are typical year-round to the region, including, but not limited to, humidity, snow, sleet, rain, road grime, street vibrations, and extreme temperature variations.	X		All IPS pay stations and pay station components are environmentally sealed, water resistant, and protected from humidity, moisture, dust, and other elements which may disturb operation. All PCBs and connectors are conformal coated to protect against moisture. The IPS meter has been independently certified to operate in all climate types including temperatures ranging from -40 degrees F to 185 degrees F. IPS meters are currently deployed in a variety of extreme climates such as Minneapolis, MN; Phoenix, AZ; San Francisco, CA; and Seattle, WA.
Shall offer additional informational screens accessible by pressing optional buttons.	X		IPS pay stations feature additional configurable buttons that can include help screens, alternative languages, max time, and more.
D. CARD READER			
Card slot shall be functional in all weather, including rain, and shall not be disabled by water or other liquid.	X		The IPS pay station credit card reader features a small, downward-angled opening, and is fully encased in the housing to prevent access, tampering, and disabling by the elements. All apertures are vandal-resistant for worry-free operation, and quick servicing.
Meter shall have the capability of accepting VISA, MasterCard, American Express, and Discover.	X		IPS pay stations accept Visa, MasterCard, American Express and Discover using real-time PCI compliant authorization protocols. The City can configure the acceptance of credit cards (i.e., determine which to accept) via the DMS.

	COMPLIANT	NON-COMPLIANT	COMMENTS
Shall have capability of offering optional LEVEL 2 Certification EMV Card reader – Vendor must supply certification documents.	X		IPS manufactures its own Level 1-certified, and Level 2-certified EMV card readers and can provide this option to the City of Newbury. This option has been included in the pricing included in this response. Since the transfer of liability in October 2015, we have not seen significant rise in charge-back claims, nor significant interest from our existing client base to convert to EMV card readers. For clients that desire financial protection without the EMV reader capital investment, IPS offers an insurance service to shield them against the financial liability they may experience from counterfeit EMV fraud; this service costs less than 1% of the annual credit card transactions. IPS highly recommends our alternate Card-Present Counterfeit Fraud Reimbursement Service. This less-expensive option provides comprehensive coverage against the risks of card-present counterfeit fraud. Please refer to the Appendix for a copy of our certification.
Shall be dual magnetic stripe and Smart Card reader capable of reading magnetic stripe and smart memory and microprocessor cards.	X		The hybrid card reader is integrated into the pay station and allows magnetic stripe card swipes. The pay station can accept magnetic stripe credit/ debit cards and contact chip “smart” cards. IPS also offers “touchless” payments made via Smart Payment Applications (Apple Pay and Google Pay) with the optional implementation of a contactless reader which we have included in the proposal price.
Must comply with ISO 7816-1,2,3 standards	X		IPS is compliant with the ISO standards listed.

	COMPLIANT	NON-COMPLIANT	COMMENTS
✓ If card slot is inoperable, the machine must display pay by phone option.	X		If the card slot is inoperable, the display will show a message instructing the user to choose another form of payment, e.g., “No cards, pay by phone only.” The actual text that displays in the message is configurable.
✓ Message must be displayed on screen indicating that card payment is not available.	X		Yes. Please see previous response.
✓ If card reader is inoperable, pay station must send an alarm to the back-office system notifying personnel of a problem.	X		If the card reader is inoperable, it will register an alarm that registers in the back office and can be sent via email or text message to anyone that the City chooses.
Credit card authorization must be an on-line real-time process.	X		IPS pay stations communicate wirelessly on the 4G cellular network, ensuring real-time credit card authorizations.
Credit card data transmission shall meet the Payment Card Industry (PCI) Data Security Standards. The Vendor shall provide evidence of PCI-DSS Level 1 Certification and PA-DSS compliance.	X		IPS Group is PCI-DSS Level 1 certified and PA-DSS compliant. Certifications can be reviewed in the Appendix.
If communications are down, the pay station must have the ability to accept the transaction and send the data to the server after communications are restored.	X		IPS meters support a “hold and send” feature for credit card payments that can be configured such that credit cards can be set to authorize or decline when the communication network is down or not available.

COMPLIANT NON-COMPLIANT COMMENTS

E. POWER SUPPLY			
Solar-powered meters are required except in areas where a shelter with LED capability is specified. Meters placed in shelter should be powered by 120 volts. All units must also have option to be powered by AC power.	X		IPS will provide solar-powered meters except for units installed in shelters, which will be AC-powered units.
Backup battery must last an average of one (1) year without recharge or replacement.	X		IPS batteries comply with requirements listed.
Solar panel must be integrated into the top of the meter, not placed on posts to avoid vandalism.	X		IPS pay stations feature a fully integrated solar panel as pictured in the product overview at the start of this section.
The battery storage area must allow the battery to be removed and replaced in less than 60 seconds for servicing.	X		The battery can be removed and replaced in less than 60 seconds without the use of special tools.
Shall include a separate backup battery to sustain clock, calendar, audit information, and Random-Access Memory in the event of a main backup system failure or during battery replacement.	X		IPS pay stations are powered by a patented combination of solar rechargeable peripheral battery power and a backup battery system. The backup battery can sustain clock, calendar, audit information and RAM in the event of a system failure.

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COMMENTS

F. PRINTER

Proposal shall provide a description of printer capabilities.

X

High quality thermal printers ensure print quality, performance, endurance, and low power requirements. Text and graphics can be printed in 'portrait' or 'landscape' modes to allow for ticket layout designs. High-quality graphic thermal printers are used as standard.

Printer Specifications:

- ✓ Paper Width: 58mm
- ✓ Print speed: up to 350mm / sec. Sub 1 sec per ticket
- ✓ Prints/cuts stock over 250 g/m2
- ✓ Auto cutter
- ✓ Print head life: 100km paper
- ✓ Paper weight: 50 to 250 g/ m2
- ✓ Cutter cycles: 500,000 (paper < 170g/ m2) to 1,000,000 (paper < 120g/m2)
- ✓ Operating temperature: - 100C to +600C
- ✓ MTBF 2,000,000 cycles
- ✓ Environmental Range 0°C to +50°C / 25-80% RH (non-condensing). 25°C to +70°C / 20-100% (optional)

Must be high-resolution graphic thermal printer

X

Please see response to previous question.

Shall be capable of printing on standard, adhesive, and variable length tickets.

X

The IPS printer utilizes a roll form of receipt and can be printed on plain paper, stick back/adhesive paper or indexed paper on variable-length tickets

Shall have ability to receive paper in roll form with a minimum of 3000 standard receipts.

X

The two types of paper we offer are a standard paper roll, which yields about 2000 3" tickets; and sticky-back paper rolls that yield about 2400 2.75 tickets.

	COMPLIANT	NON-COMPLIANT	COMMENTS
SHALL BE CAPABLE OF PRINTING THE FOLLOWING:			
✓ Logos and graphics	X		All receipt design elements can be configured remotely in the DMS back-office using the easy-to-use Ticket Editor function.
✓ QR Codes	X		All receipt design elements can be configured remotely in the DMS back-office using the easy-to-use Ticket Editor function.
✓ Transaction date (MM/DD/YYYY) and time (HH:MM PM/AM)	X		All receipt design elements can be configured remotely in the DMS back-office using the easy-to-use Ticket Editor function.
✓ Expiration time and date	X		All receipt design elements can be configured remotely in the DMS back-office using the easy-to-use Ticket Editor function.
✓ Amount paid	X		All receipt design elements can be configured remotely in the DMS back-office using the easy-to-use Ticket Editor function.
Receipt design shall be remotely programmable.	X		All receipt design changes can be programmed remotely in the DMS back-office.
Describe ability to download receipt design changes to pay station.	X		All receipt design changes can be programmed remotely in the DMS back-office. New meter configurations, such as receipt designs, are a non-real-time data element and can be programmed to download during the next communications event or scheduled in advance with a minimum of 24 hours advance notice.
G. SPARE PARTS			
Establish recommended supply to support installed base to be maintained at the CITY's meter shop. Including pricing.	X		Please refer to the pricing section of this proposal.

	COMPLIANT	NON-COMPLIANT	COMMENTS
Proposal shall describe delivery of additional parts to support maintenance levels.	X		Please refer to the section describing our Replacement Parts and Repair Services in Tab B.
H. FUNCTIONALITY			
Must include both a “MAX” button for card purchase that allows customer to purchase full time limit (meter duration) with one button push and an incremental button for purchases of less than maximum time.	X		IPS pay stations feature configurable buttons, including a “MAX” button option that allows customers to purchase the full time limit possible with one push. Incremental buttons for purchasing more or less time, up until the maximum, are standard. IPS pay stations can be configured with a “MAX” or “Max Time” button to choose the maximum allowable parking time, automatically. For incremental parking time selection, users insert and remove a card to start the payment process. Users can then toggle up (add time) or down (less time) in increments pre-determined by the City’s configuration setup to select the amount of time to be purchased, up to the maximum and down to the minimum metered time. Users can then select “OK” to purchase or can press “CANCEL” to stop the transaction. Maximum and minimum metered time can be configured remotely in the back office.
Max button, card increment button, and coin purchase shall be programmed to prevent customer payment for parking time outside of hours of operation including customer overpayment near the end of hours of operation.	X		Maximum and minimum metered time can be configured remotely in the back office, which would prevent the customer for purchasing payment time outside of operational hours, including overpayment near the end of hours of operation.

	COMPLIANT	NON-COMPLIANT	COMMENTS
Unit shall have the ability to accept and execute programming for holiday and event shutdowns.	X		IPS meters can incorporate dynamic rate structures and can accommodate up to 15 rate structures per day 7 days a week. The City can wirelessly configure the rates by half hour, hour, day, time, holiday, special event, weekend, and more. All changes/updates can be managed via the back office.
Units shall have the ability to execute rate changes remotely from the back office	X		Please see response to the previous question.
I. BACK OFFICE SOFTWARE			
J. The City of Newburgh is currently working with Passport Lab, INC, a comprehensive vendor hosted back office software system. Vendor's system must be fully compatible with Passport Lab, INC back office software.	X		The DMS is a web-based, vendor-hosted system with no software installation requirement. Authorized users can securely access the DMS from any common web browser. We understand that the City intends to use Passport Lab's back-end system for full parking program management. Please be advised that while we can provide basic data sharing for reporting purposes, configurations and overall meter management is handled through our DMS.

COMPLIANT

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COMMENTS

K. ALARMS

Warnings and alarms should be communicated from the meter to the back-office system in real time.

X

IPS meters provide a variety of alarm reporting capabilities. These alarms are recorded in the meter (terminal) and pole event reports. Any outstanding alarms are made visible in the meter fault summary report, which highlights the current meter faults at the time of running the report. Any alarm or error that registers in the back office can be sent via email or text message to anyone that the City chooses. A list of the most common alarms include: card blockage, coin blockage, battery low, oscillator fault, configuration error, card read error, coin box level alarm.

In the event that there are no alarms, the unit must communicate to the back office at least 1 time every 24-hours.

X

All IPS meters log the maintenance events, faults, and fault resolution date and time stamps at the meter and communicate this diagnostic data wirelessly on the 4G cellular network to the back office.

All data is transferred from the meter a minimum of once per day wirelessly and automatically without any manual intervention.

Alarms shall be available 24-hours a day, 7 days a week, 365 days a year.

X

Alarm data is communicated in real time through automatic alerts sent to technicians or staff members in the field. Alerts are distributed via email and/or text in real time.

COMPLIANT

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COMMENTS

L. REPORTS

Standard reports should be viewed on a dashboard format.

X

DMS Dashboard: Dashboards offer a simple view into the data associated with your IPS Account. Through the management system, IPS offers a variety of reports and charts for your convenience. Dashboards come in a variety of formats including grids, charts, and graphs. DMS Reporting Features: The DMS includes summary reporting, financial detail reporting, meter or terminal transaction details, and several other reporting capabilities.

Standard reports shall be viewed on the dashboard by clicking and dragging onto workspace.

X

Users can drag and drop any header to any location or remove it from the report. The user can completely filter, and customize each report in this manner.

Standard reports shall be as follows without any customization or data manipulation needed:

X

All the reports below are standard within the DMS/back-office. Please refer to the Appendix for samples of our standard reports.

✓ Current Maintenance Action Required

X

Please refer to the Appendix for samples of our standard reports.

✓ Terminal Out-of-Order

X

Please refer to the Appendix for samples of our standard reports.

✓ Communications Problems

X

Please refer to the Appendix for samples of our standard reports.

✓ Maintenance Performed for the last seven days

X

Please refer to the Appendix for samples of our standard reports.

✓ Consumables Status (tickets and batteries)

X

Please refer to the Appendix for samples of our standard reports.

	COMPLIANT	NON-COMPLIANT	COMMENTS
✓ Parking Activity (Tickets sold, and dollar amounts for the last 6 days)	X		Please refer to the Appendix for samples of our standard reports.
✓ Ticket Sales Analysis (Active tickets and # of tickets sold for hourly time intervals)	X		Please refer to the Appendix for samples of our standard reports.
✓ Transactions by Payment Means	X		Please refer to the Appendix for samples of our standard reports.



TAB I

PROPOSED INSTALLATION SCHEDULE

1. A detailed schedule of project requirements including milestones for shop drawings, fabrication, delivery, installation, training, transition plan and testing. Milestones include special project requirements related to coordination with work by others and phasing.

Below is an anticipated schedule of events based on the signing of a contract or approval to proceed from the City. The target timeline listed below is relative to the Notice to Proceed (“NTP”) that the City will give to IPS upon receipt of a fully executed contract. Many of these activities occur in parallel. Below is an installation/implementation timeline that breaks down the phases of implementation as well as factors in the requested batched delivery of single-space meters and pay stations. IPS will work with the City to ensure the desired installation dates are met

IPS WILL CUSTOMIZE THIS FURTHER WITH THE INPUT OF NEWBURGH IF AWARDED.

TASK	PARTY	# DAYS	TARGET DELIVERY DATE
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PHASE I: PROJECT INITIATION

New Customer Launch | Internal Project Kick-off | External Project Kick-off

Notice to Proceed (NTP)	Newburgh/IPS	1	TBD
Define & Map all Meter Installation Locations, including replacement poles and identifying housings for refurbish	Newburgh/IPS	30	30 calendar days

PHASE II: INFRASTRUCTURE CONFIGURATION

Kick-off Follow-up | Configuration Setup

Complete Meter Configuration Data Sheets	Newburgh/IPS	30	30 calendar days
Complete Credit Card Processing Information	Newburgh/IPS	30	30 calendar days
Meter Programming Configuration Approved	Newburgh	30	30 calendar days

PHASE III: IMPLEMENTATION AND ONBOARDING

Delivery & Installation | Public Outreach | Training

Meter (including new poles), and Pay Station Locations Site Preparations (Detail in rows that follow)	Newburgh/IPS	TBD	Typically, 45 calendar days, depends on Newburgh's final installation plans
Refurbishing existing housings	IPS	TBD	TBD (dependent on final quantities, but very quick process)
Digging and preparing pads, plus possible single-space post installation	Subcontractor Rob Comeau	2	2 calendar days
Pouring concrete for pay station pads	Subcontractor Rob Comeau	1	1 calendar day
Installation of pay station shelters	Subcontractor Rob Comeau	1	1 calendar day
Initial Public Outreach <i>Newburgh Marketing provided by IPS may include websites, brochures, video tutorials, etc. as determined by the Newburgh and IPS as most appropriate. Details regarding our marketing offering is included later in this section.</i>	Newburgh/IPS	TBD	Immediately before and during implementation
Meter Solution Implementation, Delivery	IPS	TBD	75 calendar days
Meter Prep, Testing & Installation	Newburgh/IPS	TBD	Immediately following delivery
Meter Installation Completed	IPS	TBD	90 calendar days
On-Site Hardware Training of Newburgh/Parking personnel (1-2 days)	Newburgh/IPS	1-2 days	At the time of delivery and installation
DMS Webinar Training for Newburgh/Parking Personnel (1-2 sessions)	Newburgh/IPS	1-2 days	Prior to and at the time of delivery and installation

PHASE IV: ONGOING PROJECT MANAGEMENT

Post-Installation Recap | Public Outreach Continued | Ongoing Customer Success

Continued Public Outreach	Newburgh/IPS	TBD	During and approx. 1 week after installation
Post-Installation follow-up meeting <i>Conference call including designated CSM, Director of Sales and Newburgh to discuss and ensure all criteria has been met and system is meeting expectations.</i>	Newburgh/IPS	On-going	Post-Installation

PROJECT PHASE	TEAM RESPONSIBLE		ACTIVITY	DESCRIPTION
	IPS	Newburgh		
PHASE I: Project Initiation	✓		NEW CUSTOMER LAUNCH	Successfully onboard new IPS Sales Representative will provide CSM with necessary documentation related to the new Customer, the type of order, the quote and purchase order.
	✓		INTERNAL PROJECT KICK-OFF	Inform IPS internal project related team members of new project and Customer implementation including assigning roles and responsibilities for next steps.
	✓	✓	EXTERNAL PROJECT KICK-OFF	Introduce IPS Project Team with Customer Project Team, identifying project overview and address any initial questions or concerns.
PHASE II: Infrastructure Configuration	✓	✓	PROJECT KICK-OFF FOLLOW-UP	For CSM and Customer to begin completing documents and material that is necessary in a typical onboarding of new Customer. CSM and Customer should coordinate final steps of project timeline, and discuss implementation checklist and set up regularly scheduled project call.
	✓		PRODUCT MANUFACTURING	IPS to begin product manufacturing based on project timeline and schedule.
	✓	✓	PRE-INSTALLATION SITE VISIT & PREP	Accomplish any necessary pre-installation tasks that relate to onsite work while also introducing the Field Lead and PM to Customer. Identify staging area, working hours, permits, site concerns.

PROJECT PHASE	TEAM RESPONSIBLE		ACTIVITY	DESCRIPTION
	IPS	Newburgh		
PHASE II: Infrastructure Configuration (continued)	✓		SCHEDULING	Support ParkIndy's installation efforts - accurately set onsite installation date with Customer, ensuring that correct product shipped and is present onsite and accounted for.
	✓		PRODUCT SHIPMENT / DELIVERY	To accurately ship correct product, inform all parties of shipment and subsequent installation. Any necessary configurations still outstanding need to be completed at this point as well.
PHASE III: Project Implementation	✓		INSTALLATION	
	✓	✓	TRAINING (ON-SITE)	Successfully train Customer staff including meter techs and management staff on meter repair, parts, DMS, etc. Customer should have comprehensive understanding of both IPS hardware and software.
	✓	✓	POST-INSTALL FOLLOW-UP TRAINING (WEB)	Provide a thorough training to Customer staff, educating staff on important features of the newly implemented technology, including reporting, maintenance, and alerts and troubleshooting.
PHASE IV: Ongoing Project Management	✓	✓	OPEN ITEMS	Capture any additional customization or development that is not included as part of an initial project implementation - identifying an estimated timeline associated with these developments and customizations as well as providing status reports.
	✓	✓	NEW CUSTOMER CAMPAIGN	The new customer Email Campaign that incorporates the 'Welcome to the IPS Family' also includes three subsequent emails to be distributed via email at designated points post-installation.

2. As a separate sub section, provide a Data Conversion Plan detailing how and in what sequence old components of the existing system will be phased-out and how components of the new system phased-in. Discuss how both systems (new & existing) will operate together until such time that the new system is fully integrated.

DATA MIGRATION

IPS will work with your existing data to analyze and convert it as required. Neither the City nor the previous vendor are charged by IPS for data conversion. We can assist the former incumbent to obtain and transfer data in a streamlined process.

IPS understands how critical this data conversion is to the success of your project and it is our promise to provide you dedicated care and communication throughout the entire conversion process.

IPS has several full-time individuals dedicated to helping you throughout the conversion process. We utilize a unique process of expediting the conversion data by working test data prior to the live exchange. All these processes are accomplished and continuously supported to maintain the integrity of your data; all while minimizing operational and customer service disruptions.

A full data conversion plan will be provided upon project start.

CITY MARKETING

OUR CITY MARKETING PROGRAM HELPS YOU GET COMMUNITY BUY-IN FOR NEW PARKING INITIATIVES.

We use a comprehensive approach, including all major marketing elements, from Web design to posters that local merchants can display in their windows.



IPS Group can produce all of these materials ourselves, as part of our service, creating a comprehensive marketing program for your merchants and citizens. We can provide the materials in an all-inclusive contract, or we would be pleased to work with your designated local providers/DBE firms for printing and other collateral services.

RECOMMENDED KEY COMPONENTS INCLUDE:

CUSTOMIZED MARKETING CAMPAIGN AND MATERIALS:

Formulating the right messaging and raising public awareness is a key element for the successful deployment of new parking initiatives. IPS will provide customized marketing and public awareness materials that can be customized to the City's specific needs.

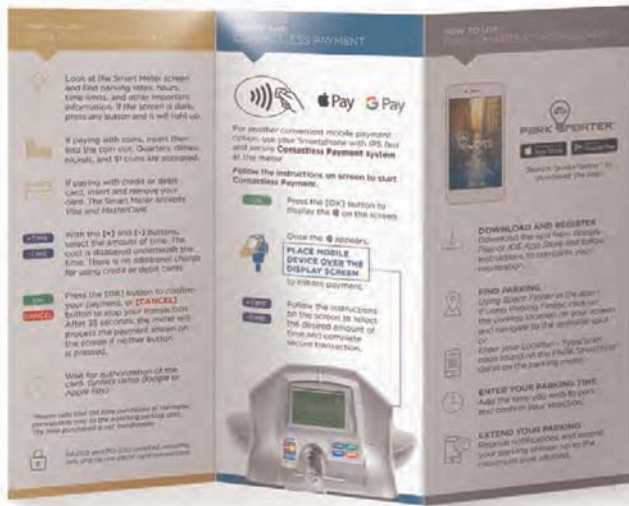
COLLATERAL MATERIALS DEVELOPMENT:

Working with the City, we will develop collateral materials for the public including an informational tri-fold brochure, standard informational poster, customized website, links to "how-to-videos" for use on your city website and any other relevant print material for the City to assist with the public outreach initiative. An example of the "How to use Your New Meter" video can be viewed here: <https://vimeo.com/65824595>.

CUSTOMIZED WEBSITE:

In order to help the City introduce IPS meters to their parking public, IPS Group offers a custom website for the public to learn how to use the parking meter through written directions, how-to-video tutorials and any other services that are important for the city to highlight.

CITY MARKETING SAMPLES



CONTINUED SUPPORT:

Marketing and public relations support can continue throughout the life of the contract with the City for an additional fee.

A	B	C	D	E	F	G
1	Pricing Template					
2	City of Newburgh On-Street Meter					
3	Replacement/Expansion Program					
4						
5	Required					
6	Item	Quantity	Price Each	Extended	Notes	Bidder Comments
7	Devices					
8	SINGLE-SPACE UNIT COSTS + OPTIONAL ADD-ONS					
9	M5™ IPS Credit Card-Enabled Single-Space Meter	675	\$545.00	\$367,875.00		Quantity is estimate. Range of 675-680 expected. Features: RFID tag, includes 24-month warranty , retrofits into existing SSPM housings.
10	OPTIONAL: Add NFC contactless Payment Capability for M5™ Single-Space	TBD	\$45.00	\$0.00		Optional add-on TBD based on City's requirement
11	OPTIONAL: Pole Mount Stereoscopic Sensors	TBD	\$295.00	\$0.00		Optional add-on TBD based on City's requirement
12	OPTIONAL: Extended Parts Warranty (36-month period for a total of 60 months including original warranty)	TBD	\$120.00	\$0.00		A copy of the IPS Limited Warranty is included in the supplemental pages, attached. This represents a discounted price if purchased in advance.
13	MULTI-SPACE UNIT COSTS + OPTIONAL ADD-ONS					
14	MS1™ Multi-Space Pay Station	16	\$5,645.00	\$90,320.00		Quantity is estimate. Range of 16-17 units expected. Features: Pay-by-Plate, Monochrome Display (color display featured with MS3 option below); stainless-steel cabinet; cashless - card-only; solar powered; includes 24-month warranty ; options for contactless and AC power, below
15	ALTERNATE: MS3™ Multi-Space Pay Station	TBD	\$6,425.00	\$0.00		Quantity not provided as this is an alternate. Features: color display, stainless-steel cabinet; cashless - card-only; solar powered; includes 24-month warranty ; options for contactless and AC power, below
16	OPTIONAL: Add NFC contactless payment capability for IPS pay stations	TBD	\$399.00	\$0.00		Optional add-on TBD based on City's requirement
17	OPTIONAL: MS1 Extended Parts Warranty (36-month period for a total of 60 months including original warranty)	TBD	\$700.00	\$0.00		A copy of the IPS Limited Warranty is included in the supplemental pages, attached. This represents a discounted price if purchased in advance.
18	OPTIONAL: MS3 Extended Parts Warranty (36-month period for a total of 60 months including original warranty)	TBD	\$900.00	\$0.00		A copy of the IPS Limited Warranty is included in the supplemental pages, attached. This represents a discounted price if purchased in advance.
19	Office & Back End					
20	SINGLE-SPACE FEES					
21	OPTION 1: Secure Wireless Gateway/Data Fee and Meter Management System Software License Fee (per meter, per month)	675	\$6.25	\$4,218.75		Cost in E21 reflects total MONTHLY cost. Additional gateway fee in D30 to be paired with this pricing option 1. Please refer to Fees section below for difference between Options 1 and 2.
22	OPTION 2: Secure Wireless Gateway/Data Fee and Meter Management System Software License Fee (per meter, per month)	TBD	\$8.75	\$0.00		This is a secondary option to be considered in conjunction with D31 below. Please refer to Fees section below for difference between Options 1 and 2.
23	OPTIONAL: Vehicle Detection Sensors Management System/Base Data Fee	TBD	\$3.50	\$0.00		
24	OPTIONAL: Vehicle Detection Sensors Optional Real-time Reporting	TBD	\$3.00	\$0.00		
25	MULTI-SPACE FEES					
26	OPTION 1: Secure Wireless Gateway/Data Fee and Meter Management System Software License Fee (per meter, per month)	17	\$25.00	\$425.00		Cost in E26 reflects total MONTHLY cost. Additional gateway fee in D33 to be paired with this pricing option 1. Please refer to Fees section below for difference between Options 1 and 2.
27	OPTION 2: Secure Wireless Gateway/Data Fee and Meter Management System Software License Fee (per meter, per month)	TBD	\$55.00	0		Cost in E26 reflects total MONTHLY cost. Additional gateway fee in D34 to be paired with this pricing option 2. Please refer to Fees section below for difference between Options 1 and 2.
28	Credit Card Gateway Fees					
29	SINGLE-SPACE FEES					
30	OPTION 1	TBD	\$0.13	TBD		Cost per transaction for Option 1 (See Row 21 above)
31	OPTION 2	TBD	\$0.06	TBD		Cost per transaction for Option 2 (See Row 22 above)
32	MULTI-SPACE FEES					
33	OPTION 1	TBD	\$0.13	TBD		Cost per transaction for Option 1 (See Row 26 above)
34	OPTION 2	TBD	\$0.06	TBD		Cost per transaction for Option 2 (See Row 27 above)
35	Meter Shelters w/LED Lighting					
36	Pay Station Shelters	12	TOTAL AT RIGHT	\$25,800.00		See attached quote for full details on materials, dimensions and corresponding quantities. Quoted amount at left includes freight. Shelter blueprints have been provided in the Appendix of this response.
37	Supplies					
38	SINGLE-SPACE SPARE PARTS					
39	Single Space Electronic Meter Mechanism	35	\$495.00	\$17,325.00		
40	Card Entry Keypad Assy	25	\$55.00	\$1,375.00		
41	Hybrid Card Reader	25	\$52.00	\$1,300.00		
42	Complete Top Cover (with Lexan insert)	25	\$75.00	\$1,875.00		
43	Lexan for Top Cover	0	\$25.00	\$0.00		
44	M5 Battery Pack (H3)	60	\$35.00	\$2,100.00		
45	M5 Battery Pack (H5) (available on the 147/247 models only)	0	\$45.00	\$0.00		
46	Solar Panel / Communications Board	0	\$185.00	\$0.00		
47	Main Board	0	\$185.00	\$0.00		
48	Display Board	0	\$95.00	\$0.00		
49	Display Board with NFC	0	\$140.00	\$0.00		
50	BLE Beacon Upgrade	0	\$45.00	\$0.00		
51	RFID Tag	0	\$10.00	\$0.00		
52	MK5 Battery Charger (daisy chain charging unit)	6	\$125.00	\$750.00		
53	Card Reader Cleaning Card featuring Waffletechnology® (40) per box	5	\$54.00	\$270.00		
54	Battery replacement (per D-cell) for vehicle detection sensor	0	\$20.00	\$0.00		
55	SINGLE-SPACE HOUSINGS - REPLACEMENT AND REFURBISH					
56	IPS Zinc Top Cover Iron Vault - M90 Style (large vault, IPS locks, black/grey color)	TBD	\$249.50	TBD		
57						

	A	B	C	D	E	F	G
58		Yoke Assembly (Twin Mounting Adapter) std. Black color	TBD	\$75.00	TBD		
59		Existing housings refurbish powder coating paint	TBD	\$30.00	TBD		
		Pole Replacement	TBD	Included in installation services detailed in Row 86	Included in installation services detailed in Row 86		
60							
61		MULTI-SPACE SPARE PARTS					
62		Standard Card Reader Assembly - MS1	2	\$129.00	\$258.00		
63		Standard Card Reader Assembly - MS3	0	\$149.00	\$0.00		
64		AC power upgrade kit	0	\$150.00	\$0.00		
65		Solar Panel Replacement Kit - MS1	0	\$795.00	\$0.00		
66		Solar Panel Replacement Kit - MS3	0	\$895.00	\$0.00		
67		Main Operating Board	0	\$995.00	\$0.00		
68		4G wireless modem assembly	0	\$250.00	\$0.00		
69		LCD Display (monochrome) - MS1 only	2	\$295.00	\$590.00		
70		LCD Display (color) - MS3 and MSR only	0	\$1,100.00	\$0.00		
71		Armored Display Glass	0	\$125.00	\$0.00		
72		Thermal Printer	2	\$795.00	\$1,590.00		
73		6-key Horizontal Keypad	2	\$75.00	\$150.00		
74		Pay-by-Space Keypad Assembly	0	\$195.00	\$0.00		
75		Pay-by-Plate Alphanumeric Keypad Assembly	2	\$225.00	\$450.00		
76		EMV chip card reader (no PIN)	0	\$399.00	\$0.00		
77		E-lock	0	\$175.00	\$0.00		
		Contactless Payment Reader (NFC) – if ordered at time of original order	0	\$399.00	\$0.00		
78		Contactless Payment Reader (NFC) – if ordered after original order	0	\$735.00	\$0.00		
79		Battery 32Ah (rechargeable) - MS1 only	2	\$324.00	\$648.00		
80		Battery 72Ah (rechargeable) - MS3 only	0	\$450.00	\$0.00		
81		Standard Paper Rolls (standard) approx. 2000 3" tickets (.0045" thick)	30	\$25.00	\$750.00		
82		Sticky Back Paper Rolls approx. 2400 2.75" tickets (.004" thick)	0	\$30.00	\$0.00		
83							
84		Installation					
		Electrical	TBD	TBD	\$0.00		TBD based on the number of units that require AC power, which is not known at this time. This would be priced additionally based on the selection of the AC option. Cost would be passed to City based on local electrical costs.
85		Concrete/Asphalt Installation	TBD	TOTAL AT RIGHT	\$32,400.00		Local inspection and installation by IPS-vetted subcontractor Complete Mobility Parking Services (based in Ashburnham, MA) Includes installation of: - 4 5x5 and 6 2x2 concrete pads for multi-space pay stations - 36 2" ID poles for single-space meters - 4 pay station shelters (install only - shelters provided by Porta-King as indicated in Row 36) Please refer to attached quote for additional important details regarding installation effort.
86		Labor and Supervision	Included	Included	\$0.00		Included in Installation Fees below.
87		Programming	Included	Included	\$0.00		Standard setup and programming is included. Customizations would be quoted upon request.
88		Training	Included	Included	\$0.00		
89		Shop Drawings	Included	Included	\$0.00		
90		Meetings and Project Coordination	Included	Included	\$0.00		
91		Contingency	TBD	TBD	\$0.00		Have not included Contingency - but City may wish to add this to the final amount pending the optional items offered in the bid.
92		Installation	1	13,300	\$13,300.00		For all SSPM and MSM listed above - this does not include electrical or concrete work, which is quoted separately, above.
93							
94		Tax & Freight					
95		Tax (EXEMPT)			\$0.00		
		Freight	1	23,500	\$23,500.00		Includes all SSPM and MSM items above, including initial spare parts.
96							
97		Total Upfront Base	-	-	\$587,269.75		
98							
99		Alternative Additional Pricing As Applicable					
100		<i>Please describe any recurring fees or charges</i>					
101		Fee Type	Quantity	Price Each	Extended	Parking	Bidder Notes
102		SEE BELOW FOR PARKING AS A SERVICE			\$0.00		
103		ALTERNATE PRICING STRUCTURE			\$0.00		
104					\$0.00		
105					\$0.00		
106							
107		Recurring Fees					
108		<i>Please describe any recurring fees or charges</i>					
109		Fee Type	Quantity	Unit Price/ Month	Price / Annual	Parking Adv Notes	Bidder Notes
		M5™ IPS Credit Card-Enabled Single-Space Meter - parking as a service with warranty included	675	\$ 17.50	\$141,750.00		Features: RFID tag, includes ongoing parts warranty for 7 years , retrofits into existing SSPM housings, includes NFC contactless payments, and monthly software & data fee. Additional credit card gateway fee of \$0.13 per transaction will apply. Spare parts, other options, Freight and Installation quoted separately.
110							

	A	B	C	D	E	F	G
111		MS1™ Multi-Space Pay Station - parking as a service with warranty included	17	\$ 125.00	\$25,500.00		Quantity is estimate. Range of 16-17 units expected. Features: Pay-by-Plate, Monochrome Display (color display featured with MS3 below); stainless-steel cabinet; cashless - card-only with contactless NFC; solar powered; ongoing parts warranty for 7 years , and monthly software & data fee. Additional credit card gateway fee of \$0.13 per transaction will apply. Spare parts, other options, AC, shelters, Freight and Installation quoted separately.
112		OPTIONAL: MS3™ Multi-Space Pay Station - parking as a service with warranty included	TBD	\$ 135.00	\$0.00		Quantity is estimate. Range of 16-17 units expected. Features: Pay-by-Plate, Color Display (configurable for touch as well); stainless-steel cabinet; cashless - card-only with contactless NFC; solar powered; ongoing parts warranty for 7 years , and monthly software & data fee. Additional credit card gateway fee of \$0.13 per transaction will apply. Spare parts, other options, AC, shelters, Freight and Installation quoted separately.
113		Maintenance Program (First 2-years to be included in base price)					
114							
115							
		Item	Quantity	Price Each	Price / Annual	Parking	Bidder Notes
116		Warranty - 3 Year	1	38,765	\$38,765.00		Includes parts warranty for 675 SSPM and 16 MSM. On site staffing will be based on \$950 per technician per day. Additional discounts may apply if multiple years purchased in advance.
117		Warranty - 4 Year	1	38,765	\$38,765.00		Includes parts warranty for 675 SSPM and 16 MSM. On site staffing will be based on \$950 per technician per day. Additional discounts may apply if multiple years purchased in advance.
118		Warranty - 5 Year	1	38,765	\$38,765.00		Includes parts warranty for 675 SSPM and 16 MSM. On site staffing will be based on \$950 per technician per day. Additional discounts may apply if multiple years purchased in advance.
119		Warranty - 6 Year	1	38,765	\$38,765.00		Includes parts warranty for 675 SSPM and 16 MSM. On site staffing will be based on \$950 per technician per day. Additional discounts may apply if multiple years purchased in advance.
120		Warranty - 7 Year	1	38,765	\$38,765.00		Includes parts warranty for 675 SSPM and 16 MSM. On site staffing will be based on \$950 per technician per day. Additional discounts may apply if multiple years purchased in advance.

IPS LIMITED WARRANTY

IPS will provide a limited warranty for any new meter or sensor product manufactured and supplied by IPS for 12 months under normal use and service. The warranty protects against defects in materials and workmanship from the point of installation or 15 months from the date of delivery, whichever is sooner, and 90 days from the date of delivery received in the case of spare or repaired products.

ADDITIONAL WARRANTY PROVISIONS:

IPS must have the opportunity to assist in the initial deployment and system installation.

Repair or replacement under warranty of any defective product (including any meter or subcomponent) does not extend the warranty period for that product or subcomponent.

IPS will either repair or replace products or subcomponents, at our discretion, that are found to be defective within the defined warranty period, with transportation costs pre-paid by the customer.

Returns for credit will only apply once IPS has received defective product (including any meter or subcomponent) and confirmed that defects were within the warranty period and are covered under the terms and conditions of the warranty provided.

IPS strongly recommends that customers pre-purchase spare parts inventory for immediate access. Defective parts can be replaced immediately from customer stock and IPS shall replace such components upon receipt and determination of defect.

On-site labor is explicitly not included in this limited warranty. Customer shall be sufficiently trained to perform all on-site work, including meter or sub-component removal/replacement. IPS can provide additional on-site services under a separate maintenance agreement or quoted on an as-needed basis.

THE WARRANTIES CONTAINED IN THE AGREEMENT DOCUMENTS ARE IPS'S SOLE AND EXCLUSIVE WARRANTIES. THE EXTENT OF IPS'S LIABILITY FOR A WARRANTY CLAIM IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE DEFECTIVE EQUIPMENT OR DEFECTIVE SERVICE AT THE SOLE OPTION OF IPS. IPS AFFIRMATIVELY EXCLUDES ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE EQUIPMENT AND/OR SERVICES PROVIDED INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT IPS KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE) WHETHER ARISING BY LAW OR BY REASON OF CUSTOM OF THE TRADE.

NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES OR OTHER MONETARY LOSS, ARISING OUT OF OR RELATED TO THIS AGREEMENT AND ANY ACTIONS OR OMISSIONS WITH RESPECT THERETO, WHETHER OR NOT ANY SUCH MATTERS OR CAUSES ARE WITHIN A PARTY'S CONTROL OR DUE TO NEGLIGENCE OR OTHER FAULT ON THE PART OF A PARTY, ITS AGENTS, AFFILIATES, EMPLOYEES OR OTHER REPRESENTATIVES, AND REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN TORT, CONTRACT, BREACH OF WARRANTY OR OTHERWISE. ANY LIABILITY INCURRED BY IPS IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE CONTRACT VALUE AS SET FORTH IN THIS AGREEMENT.

Exclusions: Warranty voided with use of imitation or non-genuine IPS replacement parts, un-authorized alterations, abuse, vandalism, improper installation by customer, handling or general misuse to the equipment (hardware or software), including attempted repairs that result in damage. Warranty specifically excludes any consummable items such as paper, batteries, etc. Force Majeure: IPS shall not be liable for any

warranty provisions where such product failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity [or cellular telecommunication failures caused by any of the events or causes described above).

Preventative Maintenance: The primary operational elements will be a working battery, card reader, coin validator and printer (if applicable). All product surfaces should be kept clean with mild soap and water. No harsh chemicals should be used on any plastic surfaces. The card reader heads should be cleaned with a cleaning card every 1-2 months to ensure optimum performance. Cleaning cards may be purchased from IPS. Batteries should be replaced when notified by the IPS Data Management System. At 6 month increments, the coin validator shall be visually inspected for any damage or debris. Compressed air may be used to keep the card reader, coin acceptor or printer (if applicable) clear of debris, every 6 months. Additional preventative maintenance shall be administered by customer staff at such time as it is apparent to be necessary, even if it should occur on a more frequent basis than described herein.



A Division of Jay Henges Enterprises, Inc.

4133 Shoreline Drive
Earth City, MO 63045
Phone: (800) 456-5464
www.portaking.com

Date: 7/8/2021
Customer: IPS Group
7737 Kenamar Court
San Diego, CA 92121
Attention: DAVID HIGH
Phone: 757-813-6095
Email: david.high@ipsgroupinc.com

Project: SHELTERS
NEWBURGH NY
Estimate: MH00003528

Thank you for your interest in Porta-King prefabricated products. Porta-King has been fabricating custom prefabricated buildings since 1969. As the leading manufacturer of prefabricated buildings, Porta-Kings' customers enjoy the highest level of quality and service available to the industry. Porta-King buildings ship fully assembled and completely pre-wired (unless otherwise noted). Simply off-load the building at the job-site, set and anchor the building onto a concrete pad, supply power to the pre-wired breaker-box, and you're ready for operation.

The following is a summary list of the materials and corresponding quantities included in this proposal. Please take a moment to review this information.

Description	Quantity	Unit Price	Price
DURASTEEL SHELTER			
Model SHL44 Style - A (4' x 4' Nominal)			
Model SHL44 Style - A (4' x 4' Nominal)	12	LF	
Ceiling Height:86"	1	EA	
Exterior Finishes			
Ext Finish Style: Standard	1	EA	
None	1	LF	
Single Color Two Part Polyurethane Paint	256	SF	
Interior Finishes			
None Interior	12	LF	
Roof			
Interlocking Pan Roof w/ 3" Overhang, 5" Fascia Height	1	EA	
Window(s)			
Steel Exterior / Removeable Interior	1	EA	
3/16" Clear Tempered Safety Glass	12	LF	
Subtotal for Qty(4):			\$21,000.00
Final Subtotal:			\$21,000.00
Tax:			\$0.00
Estimated Freight:			\$4,800.00
Final Total Net Price:			\$25,800.00

*****Notes:

* This estimate is valid for 30 days.

* Permits, off-loading, anchoring and final electrical hook-up, by others.

* The workmanship and material on all Porta-King Building Systems Durasteel products are guaranteed to be free from manufacturing defect for a period of one (1) year from the date of shipment. All accessory items (such as: storage drawers, air conditioners, heaters, and all other "buy-out" items) shall be covered separately under the specific warranty of each manufacturer.

Extended warranties on the Durasteel product include:

1. A five (5) year warranty on all anodized aluminum surfaces (window frames, doors, etc...) from oxidizing;
2. One (1) year limited warranty on roof from leaking.

******Options:** (1 EA) LED Light Fixture w/ Solar Panel, Battery and Photo Cell - **ADD \$2,500.00 EA**

This Porta-King product will be custom-manufactured to your specification and cannot be returned for refund or credit. Estimated Prepay and Add (PPA) freight for all buildings as described above to **NEWBURGH, NY** is **\$5,000.00**

The structure priced above will be manufactured per Porta-King standard specifications as outlined in our general brochure, or, on our web site at www.portaking.com. Unless otherwise noted, the prices quoted do not include off loading, building installation, electrical hook-up, climate control installation, permits, engineering calculations, or architectural-type drawings. Our standard shop drawings can be provided upon request after receipt of a purchase order. The securing of building permits and compliance with appropriate building codes is not the responsibility of Porta-King, but is the responsibility of the purchaser of the building.

Structural calculations (if included) to be generated, signed and sealed by registered professional engineer in the state in which the project is located. These documents shall be provided in PDF electronic format digitally signed and sealed by the qualified professional engineer responsible for their preparation. Structural calculations will be generated in accordance with the appropriate design loads per the project location. Concrete foundation/slab adequacy to be checked by others. Porta-King is not responsible for checking existing conditions and/or foundation design. Any changes to the calculations or additional information that is requested by other parties; above and beyond what is provided, will be subject to additional charges.

Materials delivered to the states of CA, FL, GA, IL, KS, KY, MD, MI, MN, MO, OK, NJ, OH, SC, SD, or VA will be charged the appropriate state sales tax. If sales tax has been included with this estimate, it will not be charged provided a current sales tax exemption certificate is provided at the time you place your order. Please note the tax exemption certificate must be for the state to which materials will be shipped.

If your project requires a site-visit, or if you wish to speak with one of Porta-King's local Regional Sales Managers, please do not hesitate to contact us. We look forward to the opportunity of working with you.

If this quotation is accepted, your standard payment terms are Net 30 Days.

Visa, Mastercard and Discover Card payments are accepted but are subject to a 3% processing fee.

Installation Suggestions:

1. Pour a concrete island minimum 4" deep. The island should be a minimum of 12" wider than the roofline dimensions to allow a 6" concrete border on each side of the building roofline. Level the pad and install a bollard at each corner of the building to further protect the building from damage caused by traffic.
2. Provide three-wire 240v/110v single-phase service to the concrete island. Refer to PKBS detail drawings, which illustrate the proper "stub-up" location.

3. Buildings arrive via flatbed truck. The trucker must contact you 24-hours prior to deliver to arrange for off-loading. Use either a forklift truck (with fork-extensions when required) or overhead crane to off-load the building from the flatbed. If an overhead crane is used, be sure to use “spreader bars” to prevent the building fascia/roof from being damaged by the sling/straps. Square the building on the pad and anchor.
4. Recommended concrete anchor is ½” x 4” galvanized or stainless steel, or comply with local codes – whichever is most stringent.
5. Make final electrical connections and clean the work area.
6. If downspouts are included with your building, they must be installed by others on site.

NOTE: Unless otherwise noted, all preparatory and installation work shall be performed by others. It is NOT the responsibility of Porta-King to verify that these “suggestions” comply with local or state codes, rather, it is the responsibility of the purchaser of the building.

Best regards,

Porta-King Building Systems
Matt Hodges
Sales Coordinator
800-456-5464
mhodges@portaking.com

Your Local Regional Sales Manager
Brian Sandusky
bsandusky@portaking.com

Accepted By (Print Name)

Accepted By (Signature)

Date of Acceptance

RESOLUTION NO.: 226 - 2021

OF

SEPTEMBER 27, 2021

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 169 JOHNSTON STREET (SECTION 18, BLOCK 2, LOT 2)
AT PRIVATE SALE TO GARFIELD A. BRUFF D/B/A BOSS BUILDING COMPANY
FOR THE AMOUNT OF \$20,000.00

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

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

WHEREAS, the City of Newburgh desires to sell a vacant parcel of real property identified as 169 Johnston Street, being more accurately described as Section 18, Block 2, Lot 2 on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before December 30, 2021, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
169 Johnston Street	18 - 2 - 2	Garfield A. Bruff d/b/a Boss Building Company	\$20,000.00

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the parcel is not required for public use.

Terms and Conditions Sale

169 Johnston Street, City of Newburgh (SBL: 18-2-2)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2021-2022, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2021-2022, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.

8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the closing of sale.
9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receipt of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.
11. The purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.
12. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days from the Closing Deadline. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for its consideration.
13. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
14. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
15. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**

16. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
17. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
18. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.
19. The property is sold subject to an owner-occupancy restriction. The purchaser has agreed to purchase the property subject to the ten (10) year owner occupancy restriction shall, within 18 months of the delivery of the deed, establish his domicile and principal residence at said premises and maintain his domicile and principal residence at said premises for a period of at least ten (10) years thereafter, provided that within said ten (10) year period, the purchaser may convey said premises to another who shall also maintain their domicile and principal residence at said premises for said period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms of Sale.
20. Notice is given that the property lies within either the East End Historic District or the Colonial Terraces Architectural Design District as designated in the City of Newburgh's current zoning map. This parcel is sold subject to all provision of law applicable thereto. It is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance any additional laws, rules or regulations applicable to those districts.
21. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.

ACKNOWLEDGED AND AGREED

Date: _____

Garfield A. Bruff

Proposal Form

Purchaser(s) Contact Information

Name(s): Garfield A. Bruff
BOSS Building Co.

Name in which title will be held, if different from the name(s) listed above: (e.g. Limited Liability Company ("LLC"), Corporation, etc.): _____

Street Address: 987 Putnam Avenue

City, State & Zip: Brooklyn, New York 11221

Mailing Address, if different from above: _____

Phone Number(s): 347-748-3975

E-mail: bossbuildingco@icloud.com

(* - If LLC or Corporation is currently in existence, you must provide corporate formation documents including Articles of Organization, Filing Receipt, and Operating Agreement for LLC and Articles of Incorporation, Filing Receipt, and Bylaws for Corporation. For both LLCs and Corporations, you must provide a list of names and addresses of the members or shareholders of the business.)

Purchaser(s) Supplementary Information

*Completion of this "Purchaser(s) Supplementary Information" page is optional. You may answer some, all, or none of the questions. Answering any of the questions below may result in the addition of bonus percentage amounts to your purchase offer. Failure to answer the questions below will not invalidate your application. It will only result in ineligibility for bonus additions to your purchase offer.

Do you intend to reside in the property for which you are bidding? ☒ Yes ☐ No

If yes, do you intend to reside in the property for more than 5 years? ☒ Yes ☐ No

If yes, do you intend to reside in the property for more than 10 years? ☒ Yes ☐ No

Are you currently a City of Newburgh resident? ☐ Yes ☒ No

If you are a City of Newburgh resident, have you lived in the City of Newburgh for the past 5 years or more?

☐ Yes ☒ No

If you are a City of Newburgh resident, do you reside in a federally-subsidized housing unit or are the recipient of a housing voucher assistance from a federal or state program? ☐ Yes ☒ No

Have you ever owned a home in your personal name before? ☒ Yes ☐ No

Are you a full-time City of Newburgh employee who has worked for the City for at least one year?

☐ Yes ☒ No

Did your household income for the prior tax year qualify as "low income" (80% AMI or less) or "very low income" (50% AMI or less) according the Area Median Income ("AMI") thresholds for Orange County, New York? (see <https://www.huduser.gov/portal/datasets/il/il2021/2021summary.odn>)

☐ Yes ☒ No

Are you a member of any of the following ethnic or racial minority groups? (You may check more than one designation, if applicable.)

☒ Black or African American

☐ Hispanic or Latino

☐ Asian

☐ American Indian

☐ Other _____

☐ I do not wish to furnish this information.

Purchaser(s) City of Newburgh Property Ownership Information

Do you own – as an individual, member of an LLC, partner in a partnership, or officer in a corporation - any properties in the City of Newburgh? Yes ☐ No ☒

If yes, please list **all** of the addresses of properties you own – as an individual, member of an LLC, partner in a partnership, or officer in a corporation - in the City of Newburgh. (Alternatively, you may attach a list of the properties.): _____

If you own property in the City of Newburgh, are any of the properties currently vacant buildings? Yes ☐ No ☒ If yes, has each property been registered pursuant to the City of Newburgh's Vacant Building Registration Ordinance? Yes ☐ No ☒ (If no, attach an explanation.)

If you own property in the City of Newburgh, are any of these properties, or portions of these properties, rented? Yes ☐ No ☒ If yes, please attach a copy of the current City of Newburgh Rental License for each of the rental properties? Yes ☐ No ☒ (If no, attach an explanation.)

If you own property in the City of Newburgh, are you current on all municipal obligations (City/County taxes, School taxes, water/sewer bills, sanitation bills)? Yes ☐ No ☒ (If no, attach an explanation.)

If you own property in the City of Newburgh, do you have any outstanding code violations for properties owned in the City of Newburgh? Yes ☐ (If yes, attach an explanation.) No ☒

If you own property in the City of Newburgh, how many properties do you own that have open permits or lack a valid Certificate of Occupancy? _____

For City of Newburgh Staff Only:

Information above verified by: _____ Date verification completed: _____

* * *

Have you had a previous tax foreclosure in the past seven (7) years on a City of Newburgh property owned by you or you as a member of a business entity? Yes ☐ (If yes, attach an explanation) No ☒

Have you had an "interest" as defined in Chapter 34, Article 2 (B) (2) of the City Code (<https://www.ecode360.com/10870512>), in any legislation or contracts, or with any elected City official, in the 12 months prior to the date of this proposal? Yes ☐ (If yes, attach an explanation) No ☒

Individual Property Bid Sheet

Information on Bid Property:

If you are bidding on more than one property, please submit a completed copy of this page for **each** bid property. Please limit the total number of properties to a maximum of **two (2)**.

Property Address: 169 Johnson Street

(Tax Map #: Section-Block-Lot): Section ¹⁵~~09~~ Block 02 Lot 2

Type of Property/Project

Will the property be occupied by the purchaser: Yes ☒ No ☐

☐ Single Family Home (includes condominium units)

☐ Multi-Family Home (Total # of Units _____)

☐ Mixed Use Building (containing commercial & residential) - Total # of Residential Units: 9

☐ Commercial Only ☐ Industrial Only ☐ Other: _____

☐ Vacant Lot – Does the vacant lot border your property? Yes ☐ No ☒

Purchaser's redevelopment plan for the vacant lot (describe):

☒ New Construction: _____

☒ Property Improvements (fencing, garden, etc.): _____

☐ Other: _____

Offer Purchase Price: \$ 20,000.00 (An offer of **at least** the minimum purchase price is recommended. The "Offer Purchase Price" cannot be left blank. It can be revised after an interior inspection, if an interior inspection is allowed.)

Renovation Estimate (Preliminary or Final) - How much do you estimate the cost of the renovation, demolition or construction work for this project? \$ \$996,988.24

You must submit a renovation cost budget with this application - even if it is only preliminary - for pre-qualifying purposes. In your estimate, please remember that most vacant properties need *significant* repairs before they can be legally occupied.

A blank, sample "*Repair Cost Estimate and Schedule*" has been included in this application package. Purchasers may use this template or one from your contractor, as long as it contains enough information to estimate the total renovation, demolition or construction cost of the project. Your preliminary estimate can be revised if interior access is allowed to the property.

Who will be doing the work? ☒ Self; ☐ Self, friends and/or family members; ☐ Other(s)

General Contractor: BOSS Building Co.

Architect: Rodney Leon, AIA

Engineer: TBD

Plumber: TBD

Electrician: TBD

(Note: Any electrical and plumbing work must be performed by City of Newburgh-licensed electricians and plumbers.)

Purchase and Development Funding Sources

Applicant must provide sources of funding for the purchase of the property and sources of funding sufficient funding for the rehabilitation and/or development of the property.

Proof of funds included with this application (check all that apply):

- ☐ **Personal or Business Bank Statement**, dated within 30 days of this application. The name on any account statement must match the name of the purchaser, purchasing entity or one of the entity's principals.
- ☐ **Lender Mortgage/Funding Pre-Approval Letter**, dated within 30 days of this application. Any pre-approval must be for a mortgage product that is appropriate for the property's condition, and must state that the approved amount covers both the purchase price and the anticipated renovation/rehabilitation costs.
- ☐ **Gift Letter**, with a bank statement, dated within 30 days of this application, from the gift grantor.
- ☐ **Additional sources of project funding provided:** _____

Information Release

I hereby authorize the City of Newburgh Department of Planning and Development to obtain credit reports (by completing a PathStone Credit Report Authorization Form) and to verify information supplied as part of this proposal. All information provided is true and accurate to the best of my/our knowledge. By signing, I/we also acknowledge reading and reviewing the City of Newburgh's "Standard Terms and Conditions of Sale" associated with the property.

Garfield A. Bruff
Signature

July 07, 2021

Date

Garfield A. Bruff

Print Name(s)

Signature

Date

Print Name(s)

City of Newburgh Property Disposition Policy

Please refer to the City of Newburgh Department of Planning and Development page on the City of Newburgh's website (<https://www.cityofnewburgh-ny.gov/planning-development>) for the complete Property Disposition Policy and other information related to the purchase of City-owned property.

Application Submission

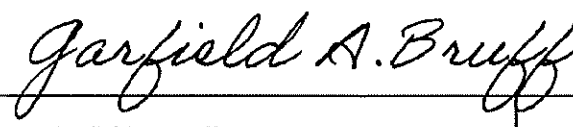
Only complete applications (PODA, repair estimate, proof of funds, credit authorization form, etc.) will be accepted. If the application is for the purchase of a property listed through the City of Newburgh's Real Estate Broker, the application needs to be submitted to the City's Real Estate Broker. For all other property purchases, the application and all supporting material can be submitted to:

City of Newburgh Department of Planning & Development
83 Broadway
Newburgh, New York 12550

REPAIR COST ESTIMATE AND SCHEDULE

Project Site: 169 Johnston St, Newburgh, NY 12550

Development Team: BOSS PARTNERS

Proposed Project Costs		Bench Marks			
Purchase Offer	\$ 20,000.00	ESTIMATED START DATE			
Construction/Renovation Costs					
Site Work & Demolition	\$ 27,081.44	<u>Submission Date</u>		Friday, July 9, 2021	
Concrete	\$ 7,116.00	Award of Site		Saturday, August 28, 2021	
Masonry & Waterproofing	\$ 41,051.00	Firm Financial Commitments		Monday, September 13, 2021	
Metal Work	\$ 30,100.00	Acquisition Closing (Assume Title)		Monday, September 27, 2021	
Rough Carpentry	\$ 120,672.00	Building Permit Applications		Monday, October 18, 2021	
Finish Carpentry	\$ 90,833.00	Construction Loan Closing		Monday, November 22, 2021	
Roofing & Insulation	\$ 36,212.00	Construction Start		Friday, December 17, 2021	
Windows	\$ 24,650.00	25% Construction Completion		Tuesday, February 15, 2022	
Doors	\$ 19,835.00	50% Construction Completion		Tuesday, May 17, 2022	
Finishes	\$ 81,901.00	75% Construction Completion		Tuesday, August 16, 2022	
SPECIALTIES	\$ 4,309.00	95% Construction Completion		Tuesday, October 4, 2022	
Appliances	\$ 14,650.00	TCO Application		Friday, October 14, 2022	
Heating/Cooling	\$ 44,820.00	Final Certificate of Occupancy		Tuesday, October 18, 2022	
Plumbing	\$ 50,101.00				
Sprinklers	\$ 36,500.00				
Electrical	\$ 40,869.00				
GC Overhead & Profit	\$ 126,533.14				
		Amount of loan	\$663,482		
		Terms of loan	Interest Rate	5.00%	Years 30
		Loan type (FHA Rehabilitation 203k, FNMA Homestyle Renovation, SONYMA, etc.)			
Total Costs \$ 797,233.58		Are you Prequalified?		Yes	No
Soft & Closing Costs:		Other sources of funds to be used in this transaction (please be specific):			
Attorney fees		Developers Equity		20,000.00	
Deed & document preparation		Total Developers equity		20,000.00	
Recording fees					
Property water bill balance					
Acquisitor	\$ 20,000.00				
Total Closing Costs	\$ 123,784.59				
Contingency	\$ 79,723.36				
Development Fee	\$ -				
Total Project Costs	\$ 1,020,741.53				
Expected Timeline for Project Completion (mos)	16.33	Name Garfield A. Bruff, President		Date: (July 07, 2021)	



The Community Preservation Corporation

2 Church Street, Suite 207
Ossining, New York 10562

July 7, 2021

Boss Partners
Garfield A. Bruff, President
987 Putnam Ave.
Brooklyn, NY

RE: RFP 169 Johnston St., Newburgh, NY 12550
Dear Mr. Bruff:

Thank you for the opportunity to finance the above captioned property that you plan to redevelop into a multifamily building that will include 9 residential units. CPC knows of your successful experience redeveloping properties in NYC and looks forward to working with to redevelop the subject property in Newburgh which will provide affordable housing opportunities there. A summary of the terms and conditions for the financing follows:

CONSTRUCTION AND PERMANENT LOAN FINANCING

LENDER:	The Community Preservation Corporation 28 East 28 th Street, 9 th Floor New York, NY 10016
BORROWER:	"To be Formed" LLC
PRINCIPALS:	Garfield A. Bruff
GUARANTORS:	Garfield A. Bruff will guaranty completion of construction and provide a repayment guarantee until State of New York Mortgage Agency ("SONYMA") insurance is declared effective. The Permanent Loan shall be non-recourse.
INDEMNITOR:	Environmental indemnity to be provided, subject to review of an environmental report for the project.
PROJECT/PURPOSE:	The project will include a gut renovation and new construction of a 7,372 sq. ft.+/- multifamily building that will include 9 residential units.
TYPE:	Construction Loan
AMOUNT:	\$700,000 +/-

TERM: 24 months

AMORTIZATION: Interest only during term.

INTEREST RATE: Variable at 30 day LIBOR plus 400 basis points.

COLLATERAL: First mortgage on project site located on 169 Johnston Street, Newburgh, NY 12550; together with all other collateral assignments and General Conditions normally associated with this transaction type.

COMMITMENT FEE: 1.00% of the loan amount.

TYPE: Permanent Loan

AMOUNT: \$700,000+/-

TERM: 30 years

AMORTIZATION: 30 years

INTEREST RATE: Estimated at 5.75%. Actual rate shall be determined at rate lock and signing of a commitment. Rate will be fixed for 15 years. Today's 24mo. forward rate is 5.75%.

RATE LOCK: Borrower may authorize CPC to lock a rate any time prior to the closing of the construction loan. There is a 1% rate lock fee due and payable within 30 days from the day the rate is locked. If the rate lock is cancelled within 60 days from the day of the rate is lock, the 1% fee is fully refunded.

FORWARD COMMITMENT: The interest rate will be based on a 24-month forward commitment. The fee for the forward commitment is equal to one percent (1%) of the permanent loan. This fee will be refunded upon the timely sale of the permanent loan to the appropriate pension fund. Upon failure for any reason to close the permanent loan and sell it to the appropriate pension fund before the Pension Fund Delivery Date, such sum shall be subject to forfeiture at the rate of 1/12 of such sum for each month (or fraction thereof) which elapses from the Pension Fund Delivery Date until the date of actual delivery to the pension fund. The forward commitment may be subject to additional terms and conditions.

COLLATERAL:	First mortgage on project site on 169 Johnston St., Newburgh, NY 12550; together with all other collateral assignments and General Conditions normally associated with this transaction type (see General Conditions), including tax credit equity and developer fee.
COMMITMENT FEE:	.5% of the loan amount.
SONYMA:	The Permanent loan is conditioned on SONYMA insurance for 100% of the permanent loan amount. SONMYA application fee is 1/10 of 1% of the loan amount.
TYPE:	NYS HCR Small Building Loan PLP
AMOUNT:	\$450,000+/-
TERM:	30 years
INTEREST RATE:	.5%. Interest only.
CONVERSION to PERMANENT LOAN(s):	Subject to approval and compliance with NYS HCR Small Building Loan PLP as amended to be administered by CPC. HCR PLP Loan shall be fully subordinated to CPC Loans. Conversion is conditioned on several requirements including, but not limited to: • Certificate of substantial completion as determined by the project architect or engineer and confirmed by CPC's engineer. • Final review and effectiveness by SONYMA. • 90% Rental Achievement for 90 days using projected gross rents and ancillary income according to CPC's underwriting, provided these meet SONYMA's calculation of its "income and expense ratio," estimated at 1.05. • CPC Minimum Debt Coverage Ratio of 1.25 and SONYMA minimum debt coverage of 1.15.
ESCROWS AND OTHER RESERVES:	CPC will Escrow monthly for Real Estate Taxes and Insurance. Also a Replacement Reserve shall be funded at not less than \$250 per unit annually.
CLOSING:	To be Determined.
OTHER CONDITIONS:	Satisfactory review and CPC approval of the following (as applicable):

1. Subject to satisfactory review of borrower, principal and partners credit and equity requirements.
2. Subject to MAI Appraisal with LTV not to exceed 80%;
3. Subject to satisfactory Environmental Assessment Report;
4. Subject to satisfactory Engineering Report, site inspection and final project budget;
5. Subject to satisfactory review of Borrowers, guarantors, and developer's organizational documents.
6. Subject to satisfactory review General Contractor and Architect Agreements;
7. Subject to satisfactory underwriting based on financial projections;
8. Subject verification of 485a Real Estate Taxes/incentive and
9. Subject to submission and final approval by CPC Loan Committee.

REPORT DEPOSIT:

A report deposit will be required to pay the estimated costs and expenses involved in obtaining appraisal, environmental, and engineering reports when the Commitment Letter is issued. The estimated report deposit is \$ 8,400. (Appraisal est. \$3,500, Phase 1 est. \$1,900 and Engineer review of plan and costs est. \$3,000.)

Please signify your agreement to make a formal loan application (please complete the attached Loan Application) based on the terms of the above by signing and returning the enclosed copy of this letter, together with a \$100 Loan Application payable to The Community Preservation Corporation.

CPC's mortgage committee will determine final approval of any project. This letter is not to be construed as a commitment to finance but merely a letter of interest.

Very truly yours,

The Community Preservation Corporation

By: _____

Name: Mary S. Paden,
Sr. Vice President

Agreed and Accepted To By:

Borrower:

By: Garfield A. Bruff Date: 7/8/2021
Name: Garfield A. Bruff
Title: President



Deposit Account Balance Summary

6/24/2021

Requestor information:

BOSS PARTNERS L.L.C.

51 E 125TH ST FL 3
NEW YORK, NY 10035-1603

Summary of Deposit Account				
Account Number	Account Type	Open Date	Current Balance	Avg Balance (12 mos)
509809502	Chase Total Business Checking	06/19/2019	\$242,281.66	\$126,174.00
Customer Information				
BOSS PARTNERS L.L.C.		Sole Owner		
GARFIELD A BRUFF		Signer		

Deposit Account Balance Summary request completed by:

PERPETUA B CHRISTIAN
(972) 274-4637
Desoto Branch

PLEASE NOTE THAT THE INFORMATION PROVIDED IN THIS LETTER WILL BE THE ONLY INFORMATION RELEASED BY JPMorgan Chase, N.A.

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Making It Happen

The company's leadership brings over twenty years of construction, executing real estate development opportunities and directing the delivery of multiple multifamily residential projects to market.

The most reliable and trusted construction firm contributing to the preservation of residential and mixed-use projects for all and with an unwavering commitment to furthering the quality of life one project at a time.

PROJECTS RANGING IN SIZE FROM \$500,000 TO \$5,000,000

EMAIL: bossbuildingco@icloud.com

LICENSES & DESIGNATIONS

NAICS 236118- Residential remodeling construction (including additions, alterations, reconstruction, ES 2/28/2021 maintenance and repair work); **enses** of residential buildings, single-family and multifamily. **3722 (Candidate New York City)**

NAICS 233 - Building, Developing, and General Contracting.

BOSS PARTNERS

Garfield A. Bruff, President

BOSS Building Co.

New York City General Contractor

987 Putnam Avenue, Brooklyn, New York

bossbuildingco@icloud.com

347.748.3975

SERVICES

BOSS Building Company provides construction services to Master General Contractors, management companies and owners who require full focus towards project execution and completion.

Companies have sought BOSS Building Co. for our construction services addressing interior and select exterior projects for vacant and occupied multifamily buildings, along our ability to contribution to development, pre-construction and project closeout because of our superior pricing, project management staff and document controls.

CONSTRUCTION SERVICES

Construction 55% of Firms Activities

1. Material
2. OSHA Certified Skilled and General Labor
3. Equipment
4. Furnishings

Real Estate Development Partner 20 % of Firms Activities

Pre-Construction 25 % of Firms Activities

MBE Certificate

BOSS Partner, LLC DBA: BOSS Building Company

This certificate acknowledges that this company has met the criteria as established by the M/WBE Program at the NYC Department of Small Business Services and is therefore certified as a Minority-Owned Business Enterprise (MBE).

Certificate Number

MWCERT2021-417

Expires on

4/30/2026

Bill de Blasio

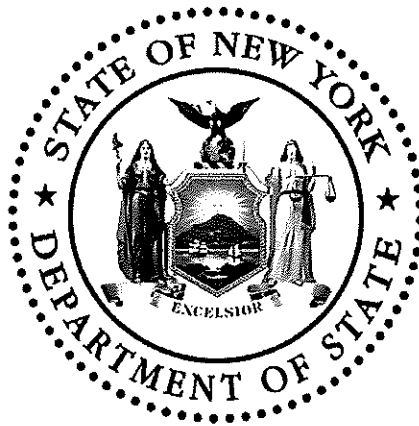
Bill de Blasio, Mayor

Jonnel Doris

Jonnel Doris, Commissioner

State of New York } ss:
Department of State

I hereby certify, that BOSS PARTNERS, LLC a NEW YORK Limited Liability Company filed Articles of Organization pursuant to the Limited Liability Company Law on 04/22/2020, and that the Limited Liability Company is existing so far as shown by the records of the Department.



*WITNESS my hand and the official seal
of the Department of State, at the City of
Albany, this 22nd day of April two
thousand and twenty, at 2:10 PM.*

Brendan C. Hughes

*Brendan C. Hughes
Executive Deputy Secretary of State*

ONLINE FILING RECEIPT

ENTITY NAME: BOSS PARTNERS, LLC

DOCUMENT TYPE: ARTICLES OF ORGANIZATION (DOM. LLC)

COUNTY: KING

FILED:04/22/2020 DURATION:***** CASH#:200422010172 FILE#:200422010172
DOS ID:5741156

FILER:

EXIST DATE

GARFIELD A. BRUFF
987 PUTNAM AVENUE
2A
BROOKLYN, NY 11221

04/22/2020

ADDRESS FOR PROCESS:

GARFIELD A. BRUFF
1316 THUNDERBROOK CIRCLE
DESOTO, TX 75115

REGISTERED AGENT:

GARFIELD A. BRUFF
987 PUTNAM AVENUE
2A
BROOKLYN, NY 11221



The limited liability company is required to file a Biennial Statement with the Department of State every two years pursuant to Limited Liability Company Law Section 301. Notification that the Biennial Statement is due will only be made via email. Please go to www.email.ebiennial.dos.ny.gov to provide an email address to receive an email notification when the Biennial Statement is due.

=====

SERVICE COMPANY: ** NO SERVICE COMPANY **
SERVICE CODE: 00

FEE:	235.00	PAYMENTS	235.00
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FILING:	200.00	CHARGE	235.00
TAX:	0.00	DRAWDOWN	0.00
PLAIN COPY:	0.00		
CERT COPY:	10.00		
CERT OF EXIST:	25.00		

=====

DOS-1025 (04/2007)

Authentication Number: 2004220249 To verify the authenticity of this document you may access the Division of Corporation's Document Authentication Website at <http://ecorp.dos.ny.gov>

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:30 AM 07/27/2018
FILED 10:30 AM 07/27/2018
SR 20185877134 - File Number 6992874

STATE *of* DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE *of* FORMATION

BOSS Partners L.L.C.

FIRST. The name of the limited liability company is **BOSS Partners L.L.C.**

SECOND. The address of its registered office in the State of Delaware is 300 Delaware Avenue, Suite 210-A, Wilmington, DE 19801, County of New Castle. The name of its Registered Agent at such address is United States Corporation Agents, Inc.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation on the date below.

Date: July 25, 2018

/s/ Cheyenne Moseley
LegalZoom.com, Inc., Organizer
By: Cheyenne Moseley, Assistant Secretary

EXHIBIT A
MEMBERS

The Members of the Company and their respective addresses, Capital Contributions, and Ownership Interests are set forth below. The Members agree to keep this Exhibit A current and updated in accordance with the terms of this Agreement, including, but not limited to, Sections 2.1, 2.3, 2.4, 7.1, 7.2, and 10.1.

Members	Capital Contribution	Percentage Interest
Garfield A Bruff Address: 51 East 125th Street New York, New York 10035		100%

GARFIELD A. BRUFF

General Manager - Project Executive Real Estate Development & Construction

Brooklyn, New York

EXPERIENCE SUMMARY

Executive level project leader, 20 plus years in the delivery of projects on the behalf of development centric firms, and as a General Contractor for projects in varying stages, from inception through construction completion and to qualified occupancy / lease-up. Product types include both market-rate and multifamily affordable projects. Core competencies are inclusive of project management, deal origination, deal packaging, capital structuring, along with firm grasp of constructability, architectural and engineering principals and constraints related to residential and commercial development.

APEX BUILDING GROUP AND CO.

New York, New York, June 2016 to March 2020 (General Manager)

General Manager and project executive contributing to the company's growth in close operation Chief Operating Officer and President and across the company's leadership, fortifying existing and new relationships with select residential developers and large General Contractor clients, resulting in multiple multi-million development and construction contracts and representing over 2,000 residential units to market.

Key Responsibilities

- Applied direct leadership in day-to-day operations of construction firm seeking to grow from \$50 million dollar in contracts to more than \$150 million. Met objectives through joint ventures, project sourcing, team selection and direct involvement in project delivery of rehabilitation (occupied and vacant) and new construction projects.
- Managed internal and external project priorities with clients, architects, engineers, inspectors and building specialists, regulatory authorities including The Department of Housing Preservation and Development (HPD), Department of Housing and Community Renewal, New York City Department of Buildings.
- Lead construction closings on the behalf of company, seeing to contracts terms, bonding requirements and delivery of the required permits, insurance requirements as prime contractor and coordination the delivery of the same for priority subcontractors in concert with obtaining clearance at all regulatory agencies, working with respective legal departments and risk management teams.

Select Accomplishments

- Implemented construction tracking & security technologies including Procore, LCP Tracker (Prevailing Wages Platform), Reliant Security and Triax Systems and in concert with New York City Department of Building Local Law, HUD, HPD requirements and OSHA guidelines to enhance project performance, labor tracking, productivity assessment, improve controls leading to greater health & safety of workers and residents at NYCHARAD project of 600 unit occupied rehabilitation project, Bronx, New York.
- Managed through select direction and mentoring of 10 staff, in addition to both internal and consulting, estimators, project administrators and senior project managers identified to have direct contribution to company operational capacity. Growing the team from 15 to 35 construction professionals over an aggressive 2-year period.
- Developed and implemented start of day, late morning and end of day reporting measures and platforms demanding greater communication and accountability between operations and the field superintendents and further verified reporting accuracies through weekly site walk through and attendance at project meetings.
- Elected to navigate and conclude the administrative closeout of the Dodd's Town, a New Jersey \$4 million dollar occupied rehabilitation construction project and 2 Manhattan, New York based high priority projects

ranging in value of \$11 million to \$23 million by obtaining Permanent Certificate of Occupancy and to meet and exceed the regulatory release requirements related prevailing wages and compliance reporting requirements for Local Laws, Executive Order 50, HIRENYC, New York State and the State of New Jersey.

- Maintained compliance for regulatory requirements and reporting as general contractor and coordination across subcontractors, local, state, and federal agencies. (i.e. prevailing wages, executive order 50, 1144, section 03 requirements).
- Construction Project oversight with heightened scrutiny to project construction financing closing(s), mobilization readiness, site readiness, team's direction to project specifications and contractual requirements for all new projects and in particular the 51-unit new construction building, Brooklyn, New York and 17 new build for sale projects throughout East New York, Bushwick and Bedford Stuyvesant.
- Delivered the \$21 million dollar, 95 Unit Waltersville School conversion development and construction project, Bridgeport, Connecticut and the was the singular source for APEX's award of the NYCHA Permanent Affordability Commitment Together (PACT) joint venture with Dante's Partners, leading to a \$18 million construction project.
- Negotiated and was award the \$11 million dollar construction contract with OMNI New York, of the Arker Companies, Omni New York LLC, NYCHA Brooklyn cluster to perform the construction work in three of the Towers awarded.
- Revamped Apex Building Corporate brochure and image line to support narrative presenting a firm leaning towards and is capable of larger construction and development projects for targeted and public use.

HUMBOLDT CONSTRUCTION

Dallas, Texas, November 2009 – May 2016 (Sr. Project Construction Manager)

Responsible for taking and growing existing construction platform of performing \$500 in construction cost annually to total projects cost exceeding 100 million in construction contracts by 2016, through generating new business for Humboldt for its own book of business and by seeking out and being awarded construction projects larger than typical sought after. Met and exceeded initial goals through simple dialogue with client owned projects, work performance and by maintaining existing relationships in the commercial, municipal, and residential market. The combination of hard work, locating, defining, negotiating, and closing on business relationships lead to increase market position.

Key Responsibilities

- This position was responsible for generating business, negotiating contracts, estimating, bidding, profit/loss of assigned projects, and supervision of project management and select field staff.
- Work closely with business unit leaders and senior leadership to develop strategies and sales objectives to obtain new commercial, municipal, and residential projects and build new relationships. Implement action to address existing and anticipated barriers to market.
- Implement the operational capacity to support projected growth of company in the most effective and efficient manner possible, recruit and assimilate project teams.

Selected Accomplishments:

- Completed \$115 million in residential and commercial rehabilitation through subcontracting and joint ventures.
- Developed strong relationships with project architects at mid to large scale firms, construction administrators at HJ Russell Construction, Pegasus Construction, Michael Williams Construction, Dallas ISD, Tuner Construction MWBE Mentor, Austin Commercial and functioned at the Executive Vice President for Building Blocks Construction through joint venture to complete interior and exterior work after hours at fully operational schools and several Dallas Area Rapid Transit stations.
- Implemented project intake, documents control and attend and chaired project meetings, including progress, pre-construction, and pre-award to ensure appropriate coordination of site logistics with Project Managers and Superintendents for all new projects.

- Submitted bid and was awarded interior improvement and exterior landscaping projects at DISD Lipscomb, Gabe Allen Charter School and the Eladio R. Martinez Learning Center - Dallas ISD preconstruction events leading to construction start and through closeout with an emphasis on maintaining firm project controls through the project's life cycle.
- Introduced the internal and streamlined basic operational measures which led to streamlined pre-bid, contract award, scheduling, value engineering process, and instituted aggressive project completions.

SAFEGUARD PROPERTIES,

New York, New York, March 2007 – August 2009 (Director, Real Estate & Construction Group)

Selected Accomplishments:

- Responsible for all activities focused on ensuring that projects are delivered to timescale, budget, and quality, while maintaining excellent standards of health and safety.
- Conducted extensive zoning, cost analysis and site inspections in markets of interest, developed and reported on investor level financial modeling for 200 (Two Hundred) parcels in New York and Pennsylvania.
- Coordinated efforts with site construction superintendents, facilities, legal, finance and operations.
- Managed, negotiated and administered development deals, and sourced new development deals through construction of multiple commercial projects valued at \$25 million (Concourse Village 1253 Jerome Avenue Bronx, NY, Flatlands at 1635 Albany Avenue, Ebbets Field at 115 Empire Boulevard, Crown Heights at 1206 East New York Avenue Brooklyn, NY).

STARWOOD HOTELS AND RESORTS WORLDWIDE, INC.,

White Plains, New York, 2006 – 2007 (Manager in the Architecture & Construction Group)

Selected Accomplishments:

- Project management across select Starwood flags, for new builds, hotel upgrades, room fit outs and capital expenditure improvements 5 million in cost and greater, for the Westin, Sheraton, W Hotels, St. Regis, Le Méridien, and the Aloft) which are valued at
- Coordinated and implemented with the respective design teams the MODEL ROOM to Hotel installations and approving design changes, while focusing on FF&E specifications, staffing resources, reporting and returning rooms back on line ahead of schedule.
- Lead role in scope development, estimating, bidding, contracts, due diligence in Marriott International's \$750 million dollars purchase of Starwood Hotel & Resorts assets.

BUILDERS-R-US CONSTRUCTION CORPORATION,

New York, NY, 2004 – 2006 (Assistant Vice President, Project Development and Construction)

Selected Accomplishments:

- Project management of W. 112 Street (New Construction), a 29,000 square-foot, 41-unit, and \$9.45 million mixed-use residential building.
- Manage project development and site exploration operations by promoting quality control, permitting, payment applications, submittals, and manpower and contract compliance.
- Successfully closed out multiple at-risk projects and delivered temporary certificates of occupancies ahead of projections for 277 Gates Ave, Chauncey Sumpter Cluster, Sumpter Marcus Cluster (Occupied Renovation), Brooklyn, New York.

NORTHEAST BROOKLYN HOUSING DEVELOPMENT CORPORATION

Brooklyn, NY, Jan. 2002 – June 2004 (Managing Director, Real Estate Development)

Selected Accomplishments:

- Coordinated the identification, feasibility analysis and negotiation of real estate acquisitions, such as the construction oversight of over 185 residential units of mixed-use and multi-phased projects residential rental and 35 for sale 3 family duplex brownstone, through the City of New York and HUD's Neighborhood Homes and the 203k financing ventures.
- Monitored and assured timely completion of an \$18 million in residential rental assets and a \$3.7 million, 16-unit condominium (Vernon Avenue Site) development within the established budget, schedule and required investment returns.
- Negotiated \$13 million land acquisition between the City of New York and private landowners (Myrtle/Nostrand Site).

HCI DEVELOPMENT AND PROPERTY MANAGEMENT

New York, NY, 2000 – Jan. 2002 (Project Manager in the Real Estate Development & Construction Administration Group)

Selected Accomplishments:

- Managed the entitlement and redevelopment of 134 in occupied residential units and the development to construction of new construction of an \$8 million 44-unit building and the closeout of \$5 million in rehabilitation of a 43-unit building.
- Negotiated the acquisition of foreclosed assets from the City of New York.
- Managed internal documents, internal staff, and partners through project valuation through construction start.

DEGREE(S)

Milano Graduate School, New York, Master's Degree in Management and Urban Planning and Policy
University of Massachusetts at Amherst, Amherst, MA, Bachelor of Science

CERTIFICATION(S)

Licensed General Contractor, New York State

Occupational Safety and Health Administration, OSHA 62 Certified, New York

Executive Certifications in Management, **Columbia University School of Business**, New York

Certificated, Management of Real Estate Investment and Finance Structures, **New York University**, New York

Honorable and Awarded Veteran of the **United States Armed Forces**, 69th Regiment Armory, New York

Certified First Responder, **AmeriCorps VISTA**, Manager, Holyoke, MA

SOFTWARE SKILL(S)

Microsoft Office (Excel, Word, PowerPoint), Procure, LCP (Prevailing Wages Platform), Triax (Construction Site Monitoring Software) ARGUS Valuation, Adobe, and Microsoft Project

Select Project List

Garfield A. Bruff

- Novella Estates (2013/14) Twenty Six (26) Two (2) Bedroom Single Family Detached Stick Famed residences consisting of 2,100 square feet of livable area. Provide the material and labor for framing, drywall, insulation, all interior finish out, fixtures and final punch list. Managed all pre-construction and construction assignments; developed and managed cost estimates and coordination of all site work.
- Wesley Commons, Arlington Texas (2013/14) Fourteen (14) Three (3) Bed Room Single Family Detached Stick Famed residences, consisting of 3,500 square feet of livable area. Provide material and labor for framing, drywall, insulation, all interior finish out, fixtures and final punch list. Managed all pre-construction and construction assignments; developed and managed cost estimates and coordination of all site work.
- Builders of Hope CDC, Fort Worth Texas (2013) Five (5) Three (3) Bedroom Single Family Detached Stick Famed residences. Various Interior Measurement and layout. Developed cost estimates, contract negotiations and administration gut renovation/interior finish out and exterior painting.
- DISD/Three I Construction, Dallas, Texas (2013) Demolition of Existing 115,890 SF Municipal Structure Scope entailed performing work 80 Ft from ground. Implement OSHA Safety Standard for fall prevention. Obtained Operator Licenses for Tele-handler and Man Lift. Mobilized and completed entire project five days ahead of schedule.
- Dallas Weekly News, Dallas, Texas (2013) Facade; structural and interior improvement 5,562 SF commercial facility. Developed scope for client and City of Dallas City Council. Managed all pre-award activities; managed all pre-construction and mobilization coordination with Tenant; permitting; site safety; construction schedule and coordination of all site work.
- Peachy Keen Yogurt Store, E. Virginia McKinney, Texas (2012) Provided Material and Labor for interior build out for 1,700 retail location. Managed all pre-construction and construction assignments; developed and managed cost estimates and coordination of all site work.
- Fire station 10, City of Irving Fire Department, Irving Texas (2011), Exterior Tenant Improvement Fire Station 10/Cimarron Trail. Lowest qualified bidder. Managed all pre-bid and response to bid, permitting, obtained approval from local HOA exterior improvements compliance, managed project construction and closeout.
- Pegasus Construction/Roseland Towne Homes (2011), Dallas Texas; 120 Unit Multifamily. Foundation improvements; interior gut renovation, exterior structural improvements. Subcontractor role. Managed all project relationship, cost estimates, tenant coordination, site work and punch list activities. Outpaced competitor awarded the same scope of work and condition by three weeks. No return on punch list items.
- Glendale Shopping Center, Dallas, Texas (2010) Façade, Parking Circulation, infrastructure and selective tenant improvement for 67,000 SF retail strip. Development Manager/Owner Representation. Developed project scope and cost estimates, identified project team. Developed high level of Collateral and project financials for Construction Lender and City of Dallas City Council (Public Private Partnership 2006 Proposition 8 Bond).
- Hatcher Square (Mixed used/Residential & Retail), Dallas Texas 136 Unit (2010) 22 million project. Assignments: Coordinate the environmental assessment, remediation and demolition of 98,237 SF retail strip and the coordinating removal and EPA Closeout of underground tanks. Development Manager/Owner representation for development partners (Guarantors and General Contractor) regarding investment and capital stacks of funding sources (TIF, tax credits, environmental clean-up assistance programs, Transit Oriented Development, etc.) all project proformas, cost estimates, collateral for lenders, City of Dallas Officials, and Syndicators. Developed and tests the investment and construction assumptions and budgets; Performed site feasibility analysis, secured preliminary drawings and contractor generated construction budgets and negotiated acquisition through predevelopment to pre-construction.

Select Project List

Garfield A. Bruff

- Sheraton Rockville, Washington, District of Columbia, 125 Keys (2008) Assistant Construction Management assignments for addressing the replacements of storm damaged aspects of the asset, coordinating, punch list, financial inspection, site activities, tracking and reporting of work statues and progress to Starwood Executive. Weekly travel from White Plains New York to Washington DC.
- Multi Family/Mix Use, Adaptive reuse, tying existing structure to New 29,000 SF Building consisting of 12 substantially renovated and 41 new units, Manhattan, New York (2006). Daily Construction Management Activities' and assignments entailed General Contractor Representation, site coordination, Coordination of RFI's, Payment Applications, Insurances, Permits, Site Safety and Logs, Daily Workforce by trade, general labor, material coordination and site town.
- Multi Family, Single Asset for Sale Condominiums, Vernon Condominiums; Brooklyn, New York (2004) Managed the deal particulars, financial packaging and predevelopment activities resulting in the site control of municipal owned assets and acquisition of privately owned land; oversaw design, general contractor selection, permitting and construction/permit documents for \$3.7 million, 16-unit condo (Vernon Avenue Site).
- Multi Family Residential/Retail (Mixed use) Gut Renovation for Sale Asset with Rental Fall Back, Myrtle Avenue Condominiums, Brooklyn New York, (2004) Managed Due Diligence, Acquisition Financing, Closings, Preconstruction, Design, Bidding, General Contractor Selection and Owners Representation/Construction oversight of 200 unit, 29 Million in new construction, funded by Non Recourse Federal Loans, Tax Credits and Commercial Debt.
- Brownstones Twenty Six (26) scattered site for sale assets, Neighborhood Redevelopment HDfC I & II, Brooklyn, NY. (2003) managed the entitlement, predevelopment, preconstruction, acquisition and construction closing, coordinated construction documents, permitting, construction oversight, end buyer qualifications for 18 million in substantial renovation.
- Multi Family Scattered Site/Rental, Chauncey Sumpter Apts. , Brooklyn, NY (2003), Managed project team, Acquisition Financing, Construction Loan Closing, Preconstruction, Design Development, Bidding, General Contractor Selection and Construction oversight of 116 unit, 8.7 Million in substantial gut renovation, funded by Tax Credits and Commercial Debt.
- Multi Family, Single Asset, Myrtle/Nostrand Development Site, Brooklyn, NY. (2003) Managed all aspect of project, project team for the 13 Million in land acquisition and development, managed schematic design through construction administration duties of; 136 unit new construction: funded by City of New York, the Enterprise Foundation; private, grants and commercial debt.
- Multi Family, Single Asset, New Construction of 44 Unit, Manhattan, New York; (2001) project management assignments included, land acquisition, site evaluation, financial feasibility and packing, preconstruction coordination, development of internal project and construction budgets. Involved in schematic design through permitting with owner representation during construction for of 8.1 million dollar project.
- Multi Family Scattered Sites, Gut Renovation consisting of 134 units /Rental, Manhattan, NY (2000), Major Interior Improvements with Minor façade work. Managed project team, Acquisition Financing of Portfolio, Construction Loan Closing, Development and Preconstruction assignments, internal scope development, General Contractor Selection and Construction oversight of 10.5 Million projects. Combination City of New York Public Financing and Commercial Debt.
- Multi Family, Single Asset, Gut Renovation of 43 Unit, including Mechanical, Electrical, Plumbing, facade & Roof upgrades, Manhattan, New York; (2000) project management, development of internal project and construction budgets, relocation plan and implementation, support role in design through construction documents and owners representation during 5 million dollar construction project.

RODNEY LEON ARCHITECT PLLC
122 West 27th St. 10th FL.
New York, NY 10001
O 917.464.3877
C 347.564.3877
RLA.OFFICE@GMAIL.COM
WWW.RODNEYLEON.COM

Selected Projects

CULTURAL INSTITUTIONS

- | | | |
|--------------|---|------|
| Project: | United Nations Permanent Memorial to the Victims of Slavery and the Trans-Atlantic Slave Trade | 2015 |
| | New York, NY | |
| Client: | United Nations Permanent Memorial Committee | |
| Cost: | \$1,770,000.00 | |
| Description: | Winning entry in a 3 phase international competition to design a memorial to occupy the entry plaza to the north of the United Nations General Assembly Building. Design is called "The Ark of Return" and is a response to the competition theme "Acknowledge the Tragedy, Consider the Legacy, Lest We Forget" | |
| | | |
| Project: | Museum of Contemporary African Diaspora Arts (MOCADA) Master Plan | 2012 |
| | Brooklyn, NY | |
| Client: | MOCADA | |
| Size: | 17,000 SF | |
| Description: | The new MOCADA facility shall be located on the south west corner of Lafayette Avenue and Fort Greene Place and is formally inspired by the concept of "Diaspora dispersal and movement." This is architecturally reflected in the massing and image of the building as a series of dynamically shifting volumes. The composition of the buildings elements and their separation by zones of translucent glass inspired by African textile patterns gives one the perception that the elements comprising the museum are "floating." | |
| | | |
| Project: | National Museum of Hip Hop Master Plan | 2010 |
| | Bronx, NY | |
| Client: | National Hip Hop Museum | |
| Size: | 250,000 SF | |
| Description: | The completed Master Plan is for a 21st century green, virtual, interactive museum and waterfront park on an existing abandoned site in the South Bronx facing upper Manhattan. The museum program specifically addresses the 4 primary elements that comprise global Hip Hop culture along with their historic and cultural impact. In each of the following four elements the museum addresses the past, present and future through exhibitions, performances and workshops. These elements relate to Music, Art, Dance and Technology. | |

Project:	African Burial Ground Memorial	2008
	New York, NY	
Size:	10,000 SF	
Cost:	\$5,600,000.00	
Description:	Rodney Leon was selected as the designer and primary contractor responsible for design-build contract for United States General Services Administration. While a Principal Partner at AARRIS Architects Mr. Leon was responsible for the design, project management and coordination of this National Monument project on behalf of GSA, National Park Service and the general public. The African Burial Ground is widely considered to be one of America's most significant archaeological finds of the 20 th century. In 1993 the African Burial Ground was designated a National Historic Landmark and in 2006 the African Burial Ground Site was designated a National Monument.	

POST-CATASTROPHE DISASTER RELIEF HOUSING

Project:	Build Back Better Communities Competition	2010
	Port au Prince, Haiti	
Description:	Finalist in Competition for the design of Permanent Sustainable Housing Solutions for the people of Haiti in the aftermath of the earthquake of January 12 th , 2010. "Kaye Demain" (House of Tomorrow) design features "Transpermanent" Housing using local materials and labor in sustainable manner.	
Project:	Haiti SOFTHOUSE	2010
	Port au Prince, Haiti	
Description:	Design, fabrication and implementation of prototypical transitional housing units as part of the 4 member SOFTHOUSE Group. The modular, hexagonal shaped units are earthquake and hurricane resistant and constructed of steel frame and light weight, high performance fabric. Aggregation of units form basis of stronger, safer and sustainable transitional communities.	
Project:	Clayton Modular Shelter	2010
	Port au Prince, Haiti	
Description:	Design of a 20'x20' Modular home constructed of two 10'x10'x20' sections to be shipped, trucked and installed onto locally prepared foundations. Units can expand horizontally or vertically to act as a basis of large scale sustainable housing development.	

RELIGIOUS PROJECTS

Project:	French Evangelical Presbyterian Church of New York	2014-Present
	New York, NY	
Client:	French Evangelical Presbyterian Church of New York	
Size:	15,000 SF	
Cost:	\$2,000,000.00	
Description:	Design and Construction Management of a multi-phase, mixed-use renovation and expansion project in the historic neighborhood of Chelsea.	

Project:	Islamic Cultural Center Inc.	2010-Present
	Bronx, NY	
Client:	Islamic Community Center Inc.	
Size:	15,000 SF	
Cost:	\$1,800,000	
Description:	Design for a new Islamic Community Center and Mosque to include meeting rooms, prayer rooms and banquet functions.	
Project:	Convent Avenue Baptist Church Addition	2012
	New York, NY	
Client:	Convent Avenue Baptist Church	
Size:	2,500 SF	
Cost:	\$1,500,000.00	
Description:	Design for a new Multistory Elevator and Stair addition, entrance Lobby, and Landscaped Garden for Historic Landmark Building.	
Project:	Evangelical Crusade Christian Church Addition	2016-
	Brooklyn, NY	
Client:	Evangelical Crusade Christian Church	
Size:	15,000 SF	
Cost:	\$1,500,000.00	
Description:	Design for a new Multistory Addition with new Offices, Elevator and Stair and entrance Lobby.	

RESIDENTIAL MASTER PLANNING

Project:	Belle Rive Master Plan	2009
	Jacmel, Haiti	
Client:	SIMACT Inc.	
Size:	200,000 SF	
Cost:	\$40,000,000.00 (Estimated)	
Description:	Design of a Master Plan for a 24 acre mixed use commercial and residential resort style community in the town of Jacmel, Haiti.	
Project:	Pelerin 5 Housing	2011
	Port au Prince, Haiti	
Client:	ECOFRAS	
Size:	20,000 SF	
Cost:	\$2,000,000.00 (Estimated)	
Description:	Design of a Sustainable 24 Unit Residential Housing Complex in the suburb of Port au Prince.	
Project:	"L'coeur Vert " Master Plan	2011
	Port au Prince, Haiti	
Client:	Interim Haiti Recovery Commission (Government of Haiti)	
Size:	2, 300,000 SF	
Cost:	To be determined	
Description:	Design of a Master Plan and housing prototypes for a 1,100 unit comprehensive residential housing development in northern suburb of Port au Prince, Haiti	

RESIDENTIAL HOUSING

Project:	"Grant Residence"	2016
	New York, NY	
Client:	Gayle Grant	
Size:	700 SF	
Cost:	\$250,000.00	
Description:	Design of a modern luxury, 1 bedroom apartment	
Project:	"Reuveni Residence"	2016
	Brooklyn, NY	
Client:	Sol Reuveni	
Size:	3000 SF	
Cost:	\$200,000.00	
Description:	Design of a contemporary duplex apartment with addition of new kitchen, bathrooms and bedrooms.	
Project:	"Reynolds Residence"	2015
	New York, NY	
Client:	Cedric and Zarifa Reynolds	
Size:	5000 SF	
Cost:	\$350,000.00	
Description:	Design and renovation of a historic 4 story brownstone in Harlem New York	
Project:	"Rodriguez Residence"	2016
	New York, NY	
Client:	Luis Rodriguez	
Size:	5000 SF	
Cost:	\$750,000.00	
Description:	Design and renovation of a historic 4 story brownstone in Harlem New York	
Project:	"Bishop Philius and Helen Nicolas Senior Residence"	2021
	Brooklyn, NY	
Client:	Evangelical Crusade Christian Church	
Size:	49,000 SF	
Cost:	\$25,000,000.00	
Description:	Design of a 90 Unit Mixed Use Senior Housing Development	
Project:	"2728 Broadway On Call Architect Services"	2010-Present
	New York, NY	
Client:	2728 Broadway HDfC	
Size:	16,000 SF	
Cost:	Varies	
Description:	Ongoing architecture services for renovation and filings associated with a 16 Unit Mixed Use Commercial and Residential Building	

Property Proposal Summary

Location: 169 Johnston Street (west side—between Farrington and South Streets)

Tax Map Number: 18-2-2

Property Class: 351—Residential Shell Building

Zoning: RM—Medium Density Residential; EEHD—East End Historic District

Description: 3-story building in poor condition; lot size: 35 x 100

Condition: Poor

Assessed Value: \$18,300

Annual Taxes: \$ 765+/-

The city acquired this property: August 2019

Offer Information:

Name: Garfield A. Bruff
(Boss Building Co.)

Offer Price: **\$ 20,000**

Construction Estimate: \$997,000+/-

Funding Source: Chase account; CPC coordinated financing (HCR, SONYMA)

Comments: The City acquired this property in 2019. According to City records, the building has been vacant since 1995 after it suffered a devastating fire. There is no roof, no interior floors or interior walls. It is a true “shell” of a building. With each successive year, the building deteriorates more and more. The building is in poor condition and is an eyesore in this neighborhood.

The purchaser, Mr. Bruff, has developed numerous properties in the New York City area. He has considerable experience working with CPC (Community Preservation Corporation), a noted area lender. When finished, the building will house nine affordable apartments. He is seeking financing under HCR’s (Homes & Community Renewal) Small Building Participation Loan Program (PLP) —which imposes rental restrictions on the units it finances.

Mr. Bruff also says that he is willing to reside in Newburgh, moving from his base in Brooklyn.





Views of 169 Johnston Street's interior.



Listing and Offer History for 169 Johnston Street

List price (2021 assessed value): \$18,300. We have had this listed on our website for over a year. (See listing pdf.) One person applied in February of 2020, but they withdrew due to repercussions from COVID.

Subsequently, we received three completed offers for the purchase and rehabilitation of the City-owned building at 169 Johnston Street.

Offer #1

Garfield Bruff, Boss Building Company. Offer price: \$20,000. States that he will occupy the building for at least 10 years (15% bonus); he is a member of a racial minority (20% bonus). Revised purchase price, after applying bonuses: \$27,000. (He stated in an email that he plans to relocate from Brooklyn to Newburgh.)

Renovation costs: \$998,000 +/- . Source of funding: CPC (SONYMA, HCR). Private Equity: Chase account: \$242,000+/-

Create a 9-unit building, a mixture of one-bedroom and studio units. Provided extensive development experience in NYC area and Texas. Development partner Rodney Leon, architect.

Offer #2

Dominic Moffa, Rich Messano, Prestige Building Company. Offer price: \$12,300. No bonuses applicable.

Renovation costs: \$450,455 +/- . Source of funding: Ram Mortgage, \$379,000+/- . Private equity: Malvern account: \$366,000+/-

Create a 7-unit building. Provided extensive development experience in the Mid-Hudson area.

Offer #3

Emma Sulkowicz, Edamame LLC. Offer Price: \$5,000. States that she will occupy the building but for not more than 5 years (10% bonus); she is a member of a racial minority (20% bonus). Revised purchase price, after applying bonuses: \$6,500

Renovation costs: \$289,000 +/- . Source of funds: Rhinebeck Savings Bank. No other bank account listed.

Create a 3-unit building. Only renovation experience listed is for an apartment in NYC. Total cost: \$70,000.

Hers was the first completed application received, followed by Prestige and then Boss.

When comparing the offers, Boss Building has the highest offer price even before bonuses are applied; Prestige has the second highest offer, and no applicable bonuses; Sulkowicz has the lowest offer price (even after bonuses are applied).



169 Johnston St

(S-B-L: 18-2-2) 35' x 100' lot size

Minimum offer list price:

\$18,300 (current 2021 assessed value)

No roof, no interior floors, no interior access.

Needs a complete renovation plan with costs estimates and funding sources. RM (Residential Medium Density) zoning and within the East End Historic District (EEHD). No current Certificate of Occupancy (C.O.) for the building.

See City of Newburgh's website for more general purchase requirements, current disposition policy and terms & conditions.



RESOLUTION NO.: 227 - 2021

OF

SEPTEMBER 27, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN AGREEMENT WITH STUART SACHS
FOR THE FABRICATION OF MARBLE BENCHES AND A CHESS BOARD
FOR PUBLIC USE IN DOWNING PARK**

WHEREAS, by Resolution No. 353-2018 of November 266, 2018, the City Council of the City of Newburgh approved a bid for the restoration of the Civil War Memorial located in Downing Park; and

WHEREAS, in connection with the restoration, pieces of marble went unused and remain unused for any City purposes; and

WHEREAS, the City received a proposal from Stuart Sachs to fabricate two (2) benches and a chess board from the unused marble for the City to install for public use in Downing Park; and

WHEREAS, this Council has determined that engaging the services of Stuart Sachs for the purpose of fabricating benches and a chess board for the City to install for public use is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York hereby authorizes the City Manager to enter into an agreement in a form substantially similar to the to the agreement annexed hereto, with such other terms and conditions as Corporation Counsel may require, with Stuart Sachs to fabricate two (2) benches and a chess board from the unused marble in connection with the Civil War monument restoration.

AGREEMENT FOR VENDOR SERVICES

THIS AGREEMENT is entered into as of this _____ day of _____, 2021, by and between the **CITY OF NEWBURGH**, a municipal corporation chartered under the authority of the State of New York, hereinafter referred to as the “**CITY**,” with principal offices at 83 Broadway, City Hall, Newburgh, New York 12550; and **STUART SACHS**, a person with principal address located at _____, hereinafter referred to as “**VENDOR**.”

ARTICLE 1. SCOPE OF WORK

VENDOR agrees to perform the SERVICES identified in Schedule A, (the “SERVICES”) which is attached to, and is part of this Agreement. VENDOR agrees to perform the SERVICES in accordance with the terms and conditions of this Agreement. It is specifically agreed that the CITY will not compensate VENDOR for any SERVICES outside those specifically identified in Schedule A, without prior authorization, evidenced only by a written Change Order or Addendum to this Agreement executed by the City Manager of the CITY after consultation with the City Department Head responsible for the oversight of this Agreement (hereinafter “Department Head”).

ARTICLE 2. TERM OF AGREEMENT

VENDOR agrees to perform the SERVICES beginning as of the date of this Agreement and not later than September 30, 2022.

ARTICLE 3. COMPENSATION

For satisfactory performance of the SERVICES and/or receipt of conforming goods or, as such SERVICES or goods may be modified by mutual written agreement, the CITY agrees to compensate VENDOR in accordance with the fees and expenses as stated in Schedule A, which is attached to and is part of this Agreement.

ARTICLE 4. EXECUTORY CLAUSE

The CITY shall have no liability under this Agreement to VENDOR or to anyone else

beyond funds that may be appropriated and available for this Agreement.

ARTICLE 5. PROCUREMENT OF AGREEMENT

VENDOR represents and warrants that no person or selling agency has been employed or retained by VENDOR to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. VENDOR further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. VENDOR makes such representations and warranties to induce the CITY to enter into this Agreement and the CITY relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 6. CONFLICT OF INTEREST

VENDOR represents and warrants that neither it nor any of its directors, officers,

members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the SERVICES herein provided. VENDOR further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the CITY, nor any person whose salary is payable, in whole or in part, by the CITY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person submits a letter disclosing such an interest, or the appearance or potential of same, to the City Manager and a copy to the Corporation Counsel of the CITY in advance of the negotiation and execution of this Agreement.

For failure to submit such letter of disclosure, or for a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment to or to take any other action provided for by law, in equity or pursuant to this Agreement.

ARTICLE 7. FAIR PRACTICES

VENDOR and each person signing on behalf of the VENDOR represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

A. The prices in this Agreement have been arrived at independently by VENDOR without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has

the effect of, or has as its purpose, restricting competition;

B. Unless otherwise required by law, the prices which have been quoted in this Agreement and on the proposal or quote submitted by VENDOR have not been knowingly disclosed by VENDOR prior to the communication of such quote to the CITY or the proposal opening directly or indirectly, to any other bidder, proposer or to any competitor; and

C. No attempt has been made or will be made by VENDOR to induce any other person, partnership, corporation or entity to submit or not to submit a proposal or quote for the purpose of restricting competition.

The fact that VENDOR (i) has published price lists, rates, or tariffs covering items being procured, (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being bid or quoted does not constitute, without more, a disclosure within the meaning of this Article.

ARTICLE 8. INDEPENDENT CONTRACTOR

In performing the SERVICES and/or supplying goods and incurring expenses under this Agreement, VENDOR shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the CITY. As an independent contractor, VENDOR shall be solely responsible for determining the means and methods of performing the SERVICES and/or supplying of the goods and shall have complete charge and responsibility for VENDOR'S personnel engaged in the performance of the same.

In accordance with such status as independent contractor, VENDOR covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the CITY, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason

hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the CITY including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

VENDOR shall not assign any of its rights, interest or obligations under this Agreement, or subcontract any of the SERVICES to be performed by it under this Agreement, without the prior express written consent of the City Manager of the CITY. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any SERVICES provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the CITY shall be subject to all of the terms and conditions of this Agreement.

Failure of VENDOR to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the CITY and if so terminated, the CITY shall thereupon be relieved and discharged from any further liability and obligation to VENDOR, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the CITY except so much thereof as may be necessary to pay VENDOR'S employees for past service.

The provisions of this clause shall not hinder, prevent, or affect any assignment by VENDOR for the benefit of its creditors made pursuant to the laws of the State of New York.

This agreement may be assigned by the CITY to any corporation, agency, municipality or instrumentality having authority to accept such assignment.

ARTICLE 10. BOOKS AND RECORDS

VENDOR agrees to maintain accurate books, records, documents and other evidence and

accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

ARTICLE 11. RETENTION OF RECORDS

VENDOR agrees to retain all books, records and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever later occurs. CITY, or any State and/or Federal auditors, and any other persons duly authorized by the CITY, shall have full access and the right to examine any of said materials during said period.

ARTICLE 12. AUDIT BY THE CITY AND OTHERS

All Claimant Certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said Claimant's Certification forms or invoices are based are subject to audit by the CITY. VENDOR shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the CITY so that it may evaluate the reasonableness of the charges, and VENDOR shall make its records available to the CITY upon request. All books, Claimant's Certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the CITY, the State of New York, the federal government, and/or other persons duly authorized by the CITY. Such audits may include examination and review of the source and application of all funds whether from the CITY, State, the federal government, private sources or otherwise. VENDOR shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 13. INSURANCE

For all of the SERVICES set forth herein and as hereinafter amended, and to the extent practicable and if required by law, VENDOR shall maintain or cause to be maintained, in

full force and effect during the term of this Agreement, at its expense, Workers' Compensation insurance, liability insurance covering personal injury and property damage, and other insurance necessary to effectuate and complete the services.

ARTICLE 14. INDEMNIFICATION

VENDOR agrees to defend, indemnify and hold harmless the CITY, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of the SERVICES performed and/or goods supplied pursuant to this Agreement which the CITY or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of VENDOR, its employees, representatives, subcontractors, assignees, or agents.

In the event that any claim is made or any action is brought against the CITY arising out of the negligence, fault, act, or omission of an employee, representative, subcontractor, assignee, or agent of VENDOR either within or without the scope of his respective employment, representation, subcontract, assignment or agency, or arising out of VENDOR'S negligence, fault, act or omission, then the CITY shall have the right to withhold further payments hereunder for the purpose of set-off of sufficient sums to cover the said claim or action. The rights and remedies of the CITY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

ARTICLE 15. PROTECTION OF CITY PROPERTY

VENDOR assumes the risk of and shall be responsible for, any loss or damage to CITY property, including property and equipment leased by the CITY, used in the performance of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of VENDOR, its officers,

directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by VENDOR as an expert consultant specialist or subcontractor hereunder.

In the event that any such CITY property is lost or damaged, except for normal wear and tear, then the CITY shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

VENDOR agrees to defend, indemnify and hold the CITY harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such CITY property described in this Article.

The rights and remedies of the CITY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 16. CONFIDENTIAL INFORMATION

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

ARTICLE 17. TERMINATION

The CITY may, by written notice to VENDOR effective upon mailing, terminate

this Agreement in whole or in part at any time (i) for CITY'S convenience, (ii) upon the failure of VENDOR to comply with any of the terms or conditions of this agreement, or (iii) upon the VENDOR becoming insolvent or bankrupt.

Upon termination of this Agreement, the VENDOR shall comply with any and all CITY closeout procedures, including, but not limited to:

A. Accounting for and refunding to the CITY within thirty (30) days, any unexpended funds which have been paid to VENDOR pursuant to this Agreement; and

B. Furnishing within thirty (30) days an inventory to the CITY of all equipment, appurtenances and property purchased by VENDOR through or provided under this Agreement, and carrying out any CITY directive concerning the disposition thereof.

In the event the CITY terminates this Agreement in whole or in part, as provided in this Article, the CITY may procure, upon such terms and in such manner as deemed appropriate, SERVICES similar to those so terminated, and the VENDOR shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the CITY, any SERVICES or goods procured by the CITY to complete the SERVICES herein will be charged to VENDOR and/or set-off against any sums due VENDOR.

Notwithstanding any other provision of this Agreement, VENDOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of VENDOR'S breach of the Agreement or failure to perform in accordance with applicable standards, and the CITY may withhold payments to VENDOR for the purposes of set-off until such time as the exact amount of damages due to the CITY from VENDOR is determined.

The rights and remedies of the CITY provided herein shall not be exclusive and are in

addition to any other rights and remedies provided by law or this Agreement.

ARTICLE 18. GENERAL RELEASE

The acceptance by VENDOR or its assignees of the final payment under this Agreement, whether by Claimant's Certification form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the CITY from any and all claims of VENDOR arising out of the performance of this Agreement.

ARTICLE 19. SET-OFF RIGHTS

The CITY shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the CITY'S right to withhold for the purposes of set-off any monies otherwise due VENDOR (i) under this Agreement, (ii) under any other agreement or contract with the CITY, including any agreement or contract for a term commencing prior to or after the term of this Agreement, (iii) from the CITY by operation of law, the CITY also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the CITY for any reason whatsoever including, without limitation, tax delinquencies, fee delinquencies or monetary penalties or interest relative thereto.

ARTICLE 20. NO ARBITRATION

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the City Manger of the CITY, but must instead only be heard in the Supreme Court of the State of New York, with venue in Orange County or if appropriate, in the Federal District Court with venue in the Southern District of New York, White Plains division.

ARTICLE 21. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York. VENDOR shall render all SERVICES under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such SERVICES are rendered.

ARTICLE 22. CURRENT OR FORMER CITY EMPLOYEES

VENDOR represents and warrants that it shall not retain the SERVICES of any CITY employee or former CITY employee in connection with this Agreement or any other agreement that said VENDOR has or may have with the CITY without the express written permission of the CITY. This limitation period covers the preceding three (3) years or longer if the CITY employee or former CITY employee has or may have an actual or perceived conflict of interests due to their position with the CITY.

For a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or

to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 23. ENTIRE AGREEMENT

The rights and obligations of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedules A and B, which supersede any other understandings or writings between or among the parties.

ARTICLE 24. MODIFICATION

No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of SERVICES in this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such SERVICES, the City Manager of the CITY, after consultation with the Department Head and Corporation Counsel, executes an Addendum or Change Order to this Agreement, which Addendum or Change Order shall specifically set forth the scope of such extra or additional SERVICES and the amount of compensation and the extension of the time for performance, if any, for any such SERVICES. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with full force and effect to the terms and conditions contained in such Addendum or Change Order.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

[Signature Page to Follow]

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

THE CITY OF NEWBURGH

VENDOR

BY: _____
Todd Venning
City Manager
Per Resolution No.

BY: _____
Stuart Sachs

DATE: _____

DATE: _____

APPROVED AS TO FORM:

Michelle Kelson
Corporation Counsel

Janice Gaston
City Comptroller

SCHEDULE A
SCOPE OF SERVICES (Article 1)
COMPENSATION (Article 3)

Vendor shall, at its sole cost and expense, and at a mutually agreed-upon time/date with the City, retrieve slab(s) of marble currently held in the DPW garages near the Urban Farm. Vendor shall fabricate two (2) benches and a chess board from the marble slab(s). Upon completion of the fabrication, Vendor shall return the finished benches and chess board to the City for installation at a location determined by the City in Downing Park. Vendor shall provide assistance with installation of the benches and/or chess board upon request of the City. The benches and chess board shall be for public use and park purposes in Downing Park.

Vendor shall receive no cash considerations in connection with this Agreement. Vendor shall be allowed to keep any remaining, unused marble after fabrication of the benches and chess board as consideration in connection with this Agreement.

RESOLUTION NO.: 228 - 2021

OF

SEPTEMBER 27, 2021

**RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT
A DASNY STATE AND MUNICIPAL FACILITIES CAPITAL PROGRAM GRANT
IN THE AMOUNT OF \$50,000.00 FOR THE DESIGN AND INSTALLATION OF
SCULPTURAL BIKE RACKS IN THE CITY OF NEWBURGH**

WHEREAS, Senator James Skoufis has secured a State and Municipal Facilities Capital Program Grant administered through the Dormitory Authority of the State of New York in the amount of \$50,000.00 to fund the design and installation of sculptural bike racks in the City of Newburgh; and

WHEREAS, the City will partner with the Orange County Arts Council, the Newburgh Arts and Cultural Commission and the Transportation Advisory Committee to engage the services of artists to design a series of sculptural bike racks to be fabricated and installed in the City of Newburgh; and

WHEREAS, there is no match required for the grant; and

WHEREAS, the City Council find it to be in the best interests of the City of Newburgh and its citizens to accept such grant;

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 apply for and accept a State and Municipal Facilities Capital Program Grant administered by the Dormitory Authority of the State of New York in the amount of \$50,000.00 to fund the design and installation of sculptural bike racks in the City of Newburgh; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that the City Manager is authorized to execute all such contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.



City of Newburgh

RECEIVED
9/9/2021
CR

GRANT APPLICATION FORM

Grant Requestor:

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

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

SECTION A. COMPLETED BY GRANT REQUESTOR

NAME OF PROJECT FOR GRANT: Newburgh Sculptural Bike Racks	NAME OF DEPARTMENT REQUESTING GRANT: Planning Department	NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT: Ali Church
NAME OF GRANT/NAME OF AWARING AGENCY: Senator Skoufis Legislative Fund-DASNY	GRANT SUBMITTAL DATE: September 2021	AMOUNT OF AWARD: \$50,000
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) No	AMOUNT REQUIRED BY THE CITY OF NEWBURGH: -0-	(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS:

PROJECT PLAN:

Scope of Project:

Public Art/ transportation/ environmental: Orange County Arts Council in partnership with the City of Newburgh, will contract regional artists to design a series of Sculptural Bike Racks (estimated approximately 5- 7 sites) which will be manufactured to be installed throughout the City of Newburgh. Pending receipt of agreed funding through the City of Newburgh, the project installation is anticipated to begin in Fall of 2022 while the planning phase in coordination with the City, community engagement and securing artists can begin as early Fall of 2021.

Key Stakeholders:

City of Newburgh
Orange County Arts Council, Project Coordinator



City of Newburgh

GRANT APPLICATION FORM

Newburgh Arts and Cultural Commission, Public Art Committee, Primary Partner
Newburgh Transportation Committee
Newburgh Community Members and business owners, Selection Committee

Project Timeline: (ex. Dates)

Project installation is anticipated to begin in Fall of 2022 while the planning phase in coordination with the City, community engagement and securing artists can begin as early Fall of 2021.

SECTION B. FOR REVIEW BY CITY COMPTROLLER

GRANT MATCH REQUIREMENT REVIEWED? YES/NO:

COMMENTS:

N/A

IN-KIND SERVICES REQUIREMENT REVIEWED? YES/NO

COMMENTS:

N/A

STAFFING ISSUES REVIEWED? YES/NO:

COMMENTS:

N/A

ANY ADDITIONAL COMMENTS:

☒ APPROVED BY CITY COMPTROLLER? YES/NO

CITY COMPTROLLER

SIGNATURE:

James J. Costa

DATE:

9/9/2021

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

SECTION C: FOR REVIEW BY CITY MANAGER



City of Newburgh

GRANT APPLICATION FORM

☐ APPROVED BY CITY MANAGER? YES/NO

CITY MANAGER
SIGNATURE: _____

DATE: _____

SECTION D: FOR REVIEW BY CORPORATION COUNSEL

☒ APPROVED BY CORPORATION COUNSEL FOR RESOLUTION? YES/NO

CORPORATION COUNSEL
SIGNATURE: _____

DATE: _____

DATE RESOLUTION TO BE SENT TO CITY COUNCIL MEETING:

add to 9/23/21 work session
for 9/27/21 council meeting

CHAIR
INVESTIGATIONS & GOVERNMENT OPERATIONS

COMMITTEES
AGRICULTURE
CORPORATIONS, AUTHORITIES & COMMISSIONS
FINANCE
INTERNET & TECHNOLOGY
LOCAL GOVERNMENT
TRANSPORTATION



SENATOR
JAMES SKOUFIS
30th SENATORIAL DISTRICT
STATE OF NEW YORK

ALBANY OFFICE:
ROOM 815
LEGISLATIVE OFFICE BUILDING
ALBANY, NY 12247
OFFICE: 518-455-3290

DISTRICT OFFICE:
47 GRAND STREET
NEWBURGH, NY 12550
OFFICE: 845-567-1270

SATELLITE OFFICE:
55 WEST RAILROAD AVENUE
SUITE 24A2
GARNERVILLE, NY 10923

e-mail:
skoufis@nysenate.gov

January 20, 2021

Joseph Donat
City Manager
City of Newburgh
83 Broadway
Newburgh, NY 12550

Dear Mr. Donat,

Enclosed please find the "State and Municipal Facilities Capital Program (SAM) Preliminary Application" for the City of Newburgh grant in the amount of \$50,000. These funds are for costs associated with the sculptural bike racks. Please return the completed preliminary application to me by February 17, 2021.

Once we have received the completed application, we will submit it to New York State Senate Finance. Senate Finance will submit the application to the Dormitory Authority of the State of New York (DASNY), who will send you a due diligence package to complete, with a request for specific documentation. As the grant moves through DASNY, it will receive a formal project identification number and move through multiple "desk" audits to make sure all project details are ready for the approval phase. It will then move to the Division of Budget for approval. Once DASNY is notified that the grant has received all the necessary governmental approvals, two copies of the Grant Disbursement Agreement (GDA) will be sent to you. The GDA is the contract between DASNY and the grantee.

It is important to note that, while purchases made during the review process are eligible for reimbursement upon completion of the grant's review, advancing with the project prior to a GDA and final approval is done at your own risk. At a minimum, I strongly recommend no purchases be made with the anticipated funding until the project has received a formal identification number from DASNY. Please be advised that the full review is a lengthy process, often taking up to 18 months from start to end; my office and I will move to expedite the funding as quickly as possible.

If you ever need any status updates, have any questions or need any assistance throughout the grant process, please do not hesitate to contact Christine Rodriguez, my Senior Grants Specialist, at (845) 567-1270. Thank you for your cooperation and patience as well as your partnership on behalf of those we serve.

Sincerely,

A handwritten signature in black ink, appearing to read "James Skoufis".

James Skoufis
Senator, 39th District

RESOLUTION NO.: 229-2021

OF

SEPTEMBER 13, 2021

**A RESOLUTION REAPPOINTING DANIEL GILBERT
TO THE BOARD OF ASSESSMENT REVIEW**

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

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

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

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

1. Daniel Gilbert, to a new five-year term commencing retroactively on October 1, 2021 and expiring on September 30, 2026.

7-22-21

Citizens of Newburgh and City Council
City Hall
83 Broadway
Newburgh NY, 12550

Dear Citizens of Newburgh and City Council,

I am writing today to express my interest in renewing my membership for the City of Newburgh Board of Assessment Review. As a Real Estate professional with over 9 years experience in downtown Newburgh, and someone who is passionate about its restoration, I believe I have the relevant experience and dedication to continue in this position.

1. Education

I have a degree from Pace University's Lubin School of Business in Entrepreneurship Studies. I'm currently enrolled in Georgetown Universities Master of Real Estate Development with a concentration in Sustainability. In addition, I have a NYS Real Estate Brokers license.

2. Experience

- A) Appropriate tax valuations come from good analysis of county and local records, a frequent activity of mine.
- B) I have presented to the Architectural Review Board, and have attracted federal money to Newburgh, in the form of grants, to restore historic properties.
- C) I am well versed with the HGAR MLS, the most comprehensive real estate database in the Hudson Valley, used for valuing properties.

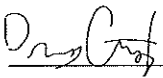
3. Purpose

To advocate for fair and equitable tax valuation to benefit both the City of Newburgh and its property owners. Accurate tax valuations will create a solid foundation to assist the City in continued growth and renewal.

4. Organizations

- As a Realtor®, I abide by a strict, industry standard ethics pledge.
- I serve my community, for over 8 years, as a Volunteer Outdoor Emergency Care Certified Member of the National Ski Patrol.
- I was a co-organizer for the Brick Street Block Party in Audrey Carey Park, 2015, a fundraiser and public awareness project to benefit Habitat for Humanity of Greater Newburgh.
- I'm on the board for Awesome Newburgh

In closing, I would like this opportunity to use my professional experience to continue to give back to my community. In advocating for the City of Newburgh I hope to assist in moving it forward with positive growth and development.



Daniel J Gilbert,
Licensed NYS Real Estate Broker, Resident City of Newburgh
261 Liberty St.
Newburgh NY, 12550

LOCAL LAW NO.: 230 - 2021

OF

SEPTEMBER 27, 2021

**A LOCAL LAW ENACTING CHAPTER 287 TO THE CODE OF ORDINANCES
OF THE CITY OF NEWBURGH ENTITLED “VEHICLES, OFF-ROAD”**

BE IT ENACTED, by the Council of the City of Newburgh, New York that Chapter 287 “Vehicles, Off-road” be and is hereby enacted as follows:

SECTION 1 - TITLE

This Local Law shall be referred to as “A Local Law Enacting Chapter 287 entitled ‘Vehicles, Off-road’ to the Code of Ordinances of the City of Newburgh”.

SECTION 2 - AMENDMENT

The Code of Ordinances of the City of Newburgh is hereby amended to enact new Chapter 287 entitled “Vehicles, Off-road” to read as follows:

§ 287-1. Legislative findings, intent and purpose.

The reckless operation of illegal, unregistered dirt bikes, all-terrain vehicles, also known as ATVs, and other non-street legal vehicles on the streets and in the parks of Newburgh has been a nuisance to City residents and visitors in recent years and particularly during the summer. The operators of these vehicles, usually in groups, ride with abandon over many parts of the City with no regard for traffic laws, their own well-being, or the safety of bystanders, or the considerable noise such off-road vehicles generate, disturbing the peaceful enjoyment of residents and visitors.

The operation of dirt bikes and ATVs is already illegal on public highways under the New York State Vehicle and Traffic Law. The purpose of this local law is to promote the public health, safety and welfare of the City of Newburgh by making it explicitly unlawful to operate such vehicles on the public highways, in the public parks, or on any other private land in the City of Newburgh. It also expressly forbids the operation of these vehicles on private property without the express consent of the owner or occupant of such property.

§ 287-2. Definitions.

For the purpose of this chapter, the following terms shall have the meanings indicated:

OFF-ROAD VEHICLES means all-terrain vehicles (sometimes known as “ATVs”) as that term is defined in section 2281(1) of the New York State Vehicle and Traffic Law, off-highway motorcycles as that term is defined in section 125-a of the New York State Vehicle and Traffic Law, motocross or dirt bikes, dune buggies, go-carts and any and all other types of motorized trail bikes, utility terrain vehicles (“UTVs”), or vehicles that are manufactured for sale or operation primarily on off-highway trails or for off-highway competitions and are only incidentally operated on public highways. Nothing contained in this chapter, however, shall be deemed to apply to or prohibit the use of bicycles, including electric powered bicycles operated in compliance with applicable state and local regulations.

OPERATE means to ride in or on, other than as a passenger, or use or control the operation of an off-road vehicle, as defined in this chapter, in any manner, whether or not said off-road vehicle is under way.

PUBLIC HIGHWAY means any highway, road, alley, street, avenue, public place, public driveway, or any other public way.

§ 287-3. Restrictions.

- A. Public Property. No person shall operate an off-road vehicle on a public highway or on any public property in the City of Newburgh.
- B. Private Property. No person shall operate an off-road vehicle off a public highway on private property in the City of Newburgh unless such person has first obtained the express consent of the owner or occupant of the property to operate the off-road vehicle on the property. There shall be a rebuttable presumption that the operator of an off-road vehicle on private property in the City of Newburgh lacks consent to operate the off-road vehicle on private property.

§ 287-4. Penalties for offenses; impoundment and redemption.

- A. Any person who operates an off-road vehicle in violation of section 287-3(A) or (B) of this chapter shall be guilty of an offense punishable of a fine not to exceed \$250.00 for a first offense, \$400.00 for a second offense, and \$550.00 for a third or each successive offense.
- B. In addition to the penalties set forth in subsection (A) of this section, a police officer may immediately impound an off-road vehicle that has been operated in violation of section 287-3(A) or (B) of this chapter. Such impounded off-road vehicle shall be stored by the police department or enforcement agency pending the identification of the owner of such off-road vehicle as registered with the New York State Department of Motor Vehicles. Such title owner shall be sent a notice of such impoundment at the address on file with the New York State Department of Motor Vehicles by certified mail within five days after the impoundment. Neither the police department nor the City of Newburgh nor any agent nor employee thereof shall be liable for any damages arising out of the provision of an erroneous

name or address of such owner. The owner of the off-road vehicle operated in violation of section 287-3(A) or (B) of this chapter may redeem such off-road vehicle upon satisfactory proof of ownership and payment of a redemption fee of \$1,500.00. The redemption fee shall not be required where an off-road vehicle was stolen or otherwise used without the owner's permission and the owner of the off-road vehicle demonstrates proof of valid ownership and registration with New York State and files a sworn statement about the theft or unauthorized use with the City of Newburgh Police Department. An off-road vehicle impounded under this subsection shall only be released to the owner of such off-road vehicle, or to such owner's agency as evidenced by a written, notarized proof of agency, or duly exercised power of attorney. Any off-road vehicles impounded as a result of a violation of section 287-3(A) or (B) of this chapter that remain unclaimed after a period of three months may be destroyed in accordance with applicable laws.

§ 287-5. Enforcement.

The police department is charged with the enforcement of the provisions in this chapter.

SECTION 3 - SEVERABILITY

The provisions of this Local Law are separable and if any provision, clause, sentence, section, subsection, word or part thereof is held to be illegal, invalid, or unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity, or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this Local Law or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this Local Law would have been adopted is such illegal, invalid, or unconstitutional provision, clause, sentence, subsection, word or part had not been included therein, and if such person or circumstance to which the Local Law or part here of is held inapplicable had been specifically exempt therefrom.

SECTION 4 - CODIFICATION

It is the intention of the City Council of the City of Newburgh and it is hereby enacted that the provisions of this Local Law shall be included in the Charter of the City of Newburgh; that the sections and subsections of this Local Law may be re-numbered and/or re-lettered by the codifier to accomplish such intention; that the term "Local Law" shall be changed to "Charter", "Article", or other appropriate word as required for codification; and that any such rearranging of the numbering and/or lettering and editing shall not affect the validity of this Local Law or the provisions of the City Charter affected thereby.

SECTION 5 - 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 6 - EFFECTIVE DATE

This Local Law and shall be effective immediately after the filing in the Office of the New York State Secretary of State in accordance with the provisions of New York State Municipal Home Rule Law.

RESOLUTION NO.: 231 - 2021

OF

SEPTEMBER 27, 2021

**A RESOLUTION DEDICATING THE INTERSECTION OF
FARRINGTON STREET AND LIBERTY STREET AS
TERRY “LD” WILLIAMS PLACE**

WHEREAS, Terry “LD” Williams played basketball for the Newburgh Enlarged City School District where he was the star player for Goldback Nation, and following graduation in 1983, he matriculated at Southern Methodist University and played as their star player until his graduation in 1987; and

WHEREAS, during his summer breaks, LD found time to give back by coaching Little League Baseball teams with Coach Scott and Coach Torallo, and although he worked for the Newburgh Enlarged City School District’s Outside Crew, he also mentored the youth at Glenn Hines Community Center, CWA, the Jewish Community Center and at the Newburgh Recreation Department; and

WHEREAS, while attending SMU, Terry played a total of 116 games and was ranked as 10th All Time Rebounding; led SMU in free throws in 1986 at 60%; played against two Hall of Famers: Hakeem Olajuwon and Clyde Drexler; and during his college career he averaged 12.7 points per game, 7.4 rebounds per game and 2.3 assists per game; and

WHEREAS, his accomplishments include competing The Dial Soap Classic at Kutshers Country Club Showcase in 1982-1983, and in 1983, led NFA to 24-2 finish while ranking 4th in the state; Section1 MVP and All-Tournament Team; Tri-State Player of the Year; and High School low post - Top 25; and

WHEREAS, while Newburgh has had many outstanding basketball players over the years, LD was the only African American to be drafted into the NBA as the 105th pick overall by the Golden State Warriors and drafted the same year as David Robinson-Navy, Scottie Pippen- Little Rock, Arkansas, Reggie Miller-UCLA and Kenny Smith-North Carolina; and

WHEREAS, after Terry’s basketball career, he continued to give back to his community by being an active member of the steering committee for the Newburgh Reunion for twenty years; and

WHEREAS, it is fitting and appropriate that Terry’s achievements and community work be permanently memorialized by the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, in recognition of Terry “LD” William’s outstanding athletic accomplishments and dedicated service to the Newburgh Community, that the 280 block of Liberty Street intersection of Farrington Street and Liberty Street be dedicated to his honor, as Terry “LD” Williams Place, and that an unveiling of signage indicating this dedication be held, with appropriate ceremony, at a date to be coordinated with his family; and that a copy of this resolution be forwarded to his family, with greatest respect, from the entire Newburgh City Council; and

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

June 30, 2021

Dear Mrs. Karen Mejia,

The family and friends of the late Terry "LD" Williams would like to request that the block of 280 Liberty St. (the corner of Farrington and Liberty) where he lived for almost twenty years, be renamed Terry "LD" Williams Place, in his honor.

Terry played basketball for the Newburgh Enlarged City School District where he was the star player for Goldback Nation. After Terry graduated in 1983, he matriculated at Southern Methodist University and played as their star player until his graduation in 1987. During his Summer breaks LD found time to giveback by coaching Little League Baseball teams with Coach Scott and Coach Torallo. Although he worked for the Newburgh Enlarged City School District's Outside Crew, he also mentored the youth at Glenn Hines Community Center, CWA, the Jewish Community Center and at the Newburgh Recreation Department.

While attending SMU, Terry played a total of 116 games. He was ranked as 10th All Time Rebounding and he led SMU in free throws in 1986 at 60%. He played against two Hall of Famers: Akeem Olajuwon and Clyde Drexler. During his college career he averaged 12.7 points per game, 7.4 rebounds per game and 2.3 assists per game.

Listed are a few of his accomplishments:

1982-1983 He competed in The Dial Soap Classic at Kutchers Country Club Showcase.

1983 He led NFA to 24-2 finish. Ranking 4th in the state.

1983 He was the Section1 MVP and All Tournament Team.

1983 Tri-State Player of the Year.

1983 High School low post - Top 25

While Newburgh has had many outstanding basketball players over the years, LD was the only African American to be drafted into the NBA. He was the 105th pick overall by the Golden State Warriors. Terry was drafted the same year as: David Robinson-Navy, Scottie Pippen- Little Rock, Arkansas, Reggie Miller-UCLA and Kenny Smith-North Carolina.

After Terry's basketball career, he continued to giveback to his community by being an active member of the steering committee for the Newburgh Reunion for twenty years. We appreciate your consideration of our request and await a response.

Regards,

Bishop Jeffrey Woody

RESOLUTION NO.: 232 -2021

OF

SEPTEMBER 27, 2021

A RESOLUTION APPROVING THE CONSENT JUDGMENT AND AUTHORIZING THE CITY MANAGER TO SIGN SUCH CONSENT JUDGMENT IN CONNECTION WITH THE TAX CERTIORARI PROCEEDING AGAINST THE CITY OF NEWBURGH IN THE ORANGE COUNTY SUPREME COURT BEARING ORANGE COUNTY INDEX NO. EF003930-2020 INVOLVING SECTION 35, BLOCK 2, LOT 39.2 (GENERAL TRAFFIC EQUIPMENT CORP.)

WHEREAS, General Traffic Equipment Corp. has commenced a tax certiorari proceeding against the City of Newburgh in the Supreme Court of the State of New York, County of Orange for the 2020-2021 tax year bearing Orange County Index No. EF003930-2020; and

WHEREAS, it appears from the recommendation of the City Assessor, Joanne Majewski, and Kelly M. Naughton, Esq. of Burke, Miele, Golden & Naughton, LLP, Special Counsel for the City of Newburgh in the aforesaid proceeding, upon a thorough investigation of the claims that further proceedings and litigation by the City would involve considerable expense with the attendant uncertainty of the outcome, and that settlement of the above matters as more fully set forth below is reasonable and in the best interests of the City; and

WHEREAS, General Traffic Equipment Corp. is willing to settle this proceeding without interest, costs or disbursements, in the following manner:

1. That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2020-2021 as tax map number 35-2-39.2 be reduced to a market value of \$625,000.

NOW, THEREFORE BE IT RESOLVED, that the proposed settlement as set forth and described above, and the attached Consent Judgment is hereby accepted pursuant to the provisions of the General City Law and other related laws.

BE IT FURTHER RESOLVED, that Todd Venning, City Manager of the City of Newburgh; Joanne Majewski, Assessor of the City of Newburgh; Kelly M. Naughton, Esq. on behalf of Burke, Miele, Golden & Naughton, LLP, as Special Counsel, be and they hereby are designated as the persons for the City who shall apply for such approval pursuant to the aforesaid laws.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ORANGE

-----X
In the Matter of the Application of
GENERAL TRAFFIC EQUIPMENT CORP.,

Index No. EF003930-2020

Petitioner,
-against-

CONSENT JUDGMENT

CITY OF NEWBURGH, a Municipal Corporation, its
Assessor and Board of Assessment Review and
NEWBURGH ENLARGED CITY SCHOOL DISTRICT,

Respondents.

For a Review under Article 7 of the Real Property Tax
Law of the State of New York of the assessments of
Certain real property situated in Respondent Municipal
Corporation, located in the County of Orange, State of
New York.

-----X
PRESENT: HON. CATHERINE M. BARTLETT

UPON THE CONSENT attached hereto duly executed by the attorneys for all the parties
and by all the parties, it is

ORDERED, that the real property of Petitioner described on the City of Newburgh
assessment rolls for the 2020-2021 tax year as follows:

Tax Map No. 35-2-39.2

be reduced in market value from \$770,000.00 to a total market value of \$625,000.00, prior to the
application of any real property tax exemptions, if any; and it is further,

ORDERED, that the Petitioners' real property taxes on said parcel above described for the
2020-2021 School, County and City taxes be adjusted accordingly and that any overpayment by
Petitioner for the 2020-2021 tax year be refunded upon the entering of this Consent Judgment with
the Orange County Clerk's Office; and it is further,

ORDERED, that the officer or officers having custody of the aforesaid City of Newburgh assessment rolls shall make or cause to be made upon the proper books and records and upon the assessment roll of said City the entries, changes and corrections necessary to conform such reduced market value; and it is further,

ORDERED, that there shall be audited, allowed and refunded to the Petitioner by the City of Newburgh and/or the County Commissioner of Finance, as the case may be, the amount, if any, paid as City taxes and City Special District taxes against the original assessment in excess of what said taxes would have been if the market value had been determined as herein; and it is further,

ORDERED, that there shall be audited, allowed and refunded to the Petitioner by the City of Newburgh, the County of Orange, and/or the County Commissioner of Finance, as appropriate and/or required by statute, the amount, if any, paid as County taxes and County Special District taxes against the original assessment in excess of what said taxes would have been if the market value had been determined as herein; and it is further,

ORDERED, that there shall be audited, allowed and refunded to the Petitioner by the Newburgh City School District, the amount, if any, paid as School District taxes against the original assessment in excess of what said taxes would have been if the market value had been determined as herein; and it is further,

ORDERED, that all tax refunds hereinabove directed to be made by Respondents and/or any of the various taxing authorities be made by check or draft payable to the order of RIDER, WEINER & FRANKEL, P.C., as attorneys for the Petitioner, who are to hold the proceeds as trust funds for appropriate distribution, and who are to remain subject to the further jurisdiction of this Court in regard to their attorney's lien, pursuant to Judiciary Law § 475; and it is further,

ORDERED, that the provisions of Real Property Tax Law § 727 shall be applicable to the 2021, 2022 and 2023 assessment years; and it is further,

ORDERED, that in the event that the refunds are made within sixty (60) days after service of the Order with notice of entry, there shall be no interest, otherwise, interest shall be paid in accordance with the applicable statute, and it is further;

ORDERED, that these proceedings are settled without costs or disbursements to either party as against the other.

Signed: October __, 2021
 Goshen, New York

ENTER:

HON. CATHERINE M. BARTLETT
SUPREME COURT JUSTICE

ON CONSENT:

HON. TODD VENNING
City Manager
Dated: _____

M. JUSTIN RIDER, ESQ.
Rider, Weiner & Frankel, P.C.
Attorneys for the Petitioner
Dated: _____

HON. JOANNE MAJEWSKI
Assessor
Dated: _____

KELLY M. NAUGHTON, ESQ.
Burke, Miele, Golden & Naughton, LLP
Attorneys for City Respondents
Dated: _____

RESOLUTION NO.: 233 -2021

OF

SEPTEMBER 27, 2021

A RESOLUTION APPROVING THE CONSENT JUDGMENT AND AUTHORIZING THE CITY MANAGER TO SIGN SUCH CONSENT JUDGMENT IN CONNECTION WITH THE TAX CERTIORARI PROCEEDING AGAINST THE CITY OF NEWBURGH IN THE ORANGE COUNTY SUPREME COURT BEARING ORANGE COUNTY INDEX NOS. EF003667-2020 AND EF005264-2021 INVOLVING SECTION 34, BLOCK 3, LOT 48 (N & N OF HUDSON VALLEY, LLC)

WHEREAS, N & N of Hudson Valley, LLC has commenced tax certiorari proceedings against the City of Newburgh in the Supreme Court of the State of New York, County of Orange for the 2020-2021 and 2021-2022 tax years bearing Orange County Index Nos. EF003667-2020 and EF005264-2021; and

WHEREAS, it appears from the recommendation of the City Assessor, Joanne Majewski, and Kelly M. Naughton, Esq. of Burke, Miele, Golden & Naughton, LLP, Special Counsel for the City of Newburgh in the aforesaid proceeding, upon a thorough investigation of the claims that further proceedings and litigation by the City would involve considerable expense with the attendant uncertainty of the outcome, and that settlement of the above matters as more fully set forth below is reasonable and in the best interests of the City; and

WHEREAS, N & N of Hudson Valley, LLC is willing to settle this proceeding without interest, costs or disbursements, in the following manner:

1. That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2020-2021 as tax map number 34-3-48 be discontinued with prejudice.
2. That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2021-2022 as tax map number 34-3-48 be reduced to a market value of \$220,000.

NOW, THEREFORE BE IT RESOLVED, that the proposed settlement as set forth and described above, and the attached Consent Judgment is hereby accepted pursuant to the provisions of the General City Law and other related laws.

BE IT FURTHER RESOLVED, that Todd Venning, City Manager of the City of Newburgh; Joanne Majewski, Assessor of the City of Newburgh; Kelly M. Naughton, Esq. on behalf of Burke, Miele, Golden & Naughton, LLP, as Special Counsel, be and they hereby are designated as the persons for the City who shall apply for such approval pursuant to the aforesaid laws.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ORANGE

-----X
In the Matter of the Application of
N & N OF HUDSON VALLEY LLC,

**Index Nos. EF003667-2020
EF005264-2021**

Petitioner,

-against-

CITY OF NEWBURGH, a Municipal Corporation, its
ASSESSOR, and its BOARD OF ASSESSMENT
REVIEW,

CONSENT JUDGMENT

Respondents.

For Review of the Assessment of Certain Real Property
under Article 7 of the Real Property Tax Law.
-----X

PRESENT: HON. CATHERINE M. BARTLETT

UPON THE CONSENT attached hereto duly executed by the attorneys for all the parties
and by all the parties, it is

ORDERED, that the real property of Petitioner described on the City of Newburgh
assessment rolls for the 2021 tax year as follows:

Tax Map No. 34-3-48

be reduced in market value from \$245,000.00 to a total market value of \$220,000.00, prior to the
application of any real property tax exemptions, if any; and it is further,

ORDERED, that the Petitioners' real property taxes on said parcel above described for the
2021 School, County and City taxes be adjusted accordingly and that any overpayment by
Petitioner for the 2021 tax year be refunded upon the entering of this Consent Judgment with the
Orange County Clerk's Office; and it is further,

ORDERED, that the officer or officers having custody of the aforesaid City of Newburgh assessment rolls shall make or cause to be made upon the proper books and records and upon the assessment roll of said City the entries, changes and corrections necessary to conform such reduced market value; and it is further,

ORDERED, that there shall be audited, allowed and refunded to the Petitioner by the City of Newburgh and/or the County Commissioner of Finance, as the case may be, the amount, if any, paid as City taxes and City Special District taxes against the original assessment in excess of what said taxes would have been if the market value had been determined as herein; and it is further,

ORDERED, that there shall be audited, allowed and refunded to the Petitioner by the City of Newburgh, the County of Orange, and/or the County Commissioner of Finance, as appropriate and/or required by statute, the amount, if any, paid as County taxes and County Special District taxes against the original assessment in excess of what said taxes would have been if the market value had been determined as herein; and it is further,

ORDERED, that there shall be audited, allowed and refunded to the Petitioner by the Newburgh City School District, the amount, if any, paid as School District taxes against the original assessment in excess of what said taxes would have been if the market value had been determined as herein; and it is further,

ORDERED, that all tax refunds hereinabove directed to be made by Respondents and/or any of the various taxing authorities be made by check or draft payable to the order of STENGER, DIAMOND & GLASS, LLP as attorneys for the Petitioner, who are to hold the proceeds as trust funds for appropriate distribution, and who are to remain subject to the further jurisdiction of this Court in regard to their attorney's lien, pursuant to Judiciary Law § 475; and it is further,

ORDERED, that the provisions of Real Property Tax Law § 727 shall be applicable to the 2022, 2023 and 2024 assessment years; and it is further,

ORDERED, that in the event that the refunds are made within sixty (60) days after service of the Order with notice of entry, there shall be no interest, otherwise, interest shall be paid in accordance with the applicable statute, and it is further;

ORDERED, that the proceedings brought in connection with the real property described on the City of Newburgh assessment roll for the 2020 tax year as tax map number 34-3-48 be discontinued with prejudice; and it is further

ORDERED, that these proceedings are settled without costs or disbursements to either party as against the other.

Signed: October __, 2021
 Goshen, New York

ENTER:

HON. CATHERINE M. BARTLETT
SUPREME COURT JUSTICE

ON CONSENT:

HON. TODD VENNING
City Manager
Dated: _____

KAREN E. HAGSTROM, ESQ.
Stenger, Diamond & Glass, LLP
Attorneys for the Petitioner
Dated: _____

HON. JOANNE MAJEWSKI
Assessor
Dated: _____

KELLY M. NAUGHTON, ESQ.
Burke, Miele, Golden & Naughton, LLP
Attorneys for Respondents
Dated: _____

RESOLUTION NO.: 234 - 2021

OF

SEPTEMBER 27, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A
SETTLEMENT AGREEMENT IN CONNECTION WITH THE PREMISES
LOCATED AT 49 LANDER STREET (SECTION 23, BLOCK 6, LOT 11)**

WHEREAS, the City of Newburgh commenced legal action against Lander Street Realty Corp. (by Carlos Cabrera), current owner of record of the premises known as 49 Lander Street (Section 23, Block 6, Lot 11), in a claim pursuant to Real Property Actions and Proceedings Law Article 19-A; and

WHEREAS, during the litigation, a mortgagor of the property, NBNY 91 William LLC (by Alvin Moonesar) took title to the property by deed in lieu of foreclosure; and

WHEREAS, the City of Newburgh and NBNY 91 William LLC have reached a settlement agreement in a manner and form substantially similar to the agreement annexed hereto; and

WHEREAS, this Council has determined it to be in the best interests of the City of Newburgh to enter into the attached settlement agreement;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the Office of the Corporation Counsel is hereby authorized to settle the pending legal action, and the City Manager is hereby authorized to execute a written settlement agreement and any other documents as the Office of the Corporation Counsel may require, to effectuate the settlement as herein described.

STATE OF NEW YORK : COUNTY OF ORANGE
ORANGE COUNTY SUPREME COURT

-----X
CITY OF NEWBURGH,

Plaintiff,

**STIPULATION
OF SETTLEMENT**

-against-

Index No.: EF-008066-2019

LANDER STREET REALTY CORP.,

GEORGE PARDO,

FLUSHING SAVINGS BANK, FSB,

Defendants.

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This Stipulation of Settlement (“Stipulation” or “Agreement”) is entered into on the ____ day of _____, 2021, by and between the City of Newburgh (hereafter “City”), a municipal corporation with an address of 83 Broadway, Newburgh, New York 12550 and NBNY 91 LLC, a domestic limited liability company with an address of 46 William Street, Newburgh, New York 12550 (hereafter “NBNY”), the parties named in this action:

WHEREAS, on or about October 10, 2019, the City commenced an action in Orange County Supreme Court pursuant to Real Property Actions and Proceedings Law Article 19-A against defendants Lander Street Realty Corp. (“LSRC”), George Pardo (“Pardo”), and Flushing Savings Bank, FSB (“FSB”), said lawsuit being related to real property known as 49 Lander Street, Newburgh, New York (Section 23, Block 6, Lot 11) (“Property”); and

WHEREAS, NBNY became a successor in interest to FSB’s interest in the Property by virtue of an “Assignment of Mortgage” dated September 28, 2020, effective September 30, 2020, and recorded in the Orange County Clerk’s Office in Book 14889, Page 765, and an “Assignment

of Assignment of Rents and Leases” dated September 28, 2020, effective September 30, 2020, and recorded in the Orange County Clerk’s Office in Book 14889, Page 761; and

WHEREAS, NBNY became a successor in interest to LSRC’s interest in the Property by virtue of a deed made by LSRC to NBNY deed dated March 12, 2021 and recorded in the Orange County Clerk’s Office in Book 14996, Page 772; and

WHEREAS, Pardo’s interest in the Property still remains outstanding; and

WHEREAS, NBNY, now as successor in interest to both LSRC and FSB, wishes to resolve the instant matter without further litigation being required by the parties; such that

IT IS HEREBY CONSENTED AND AGREED between the City and NBNY, that they be bound by the terms and conditions enumerated below, as follows:

1. The “Whereas” paragraphs stated above shall be restated and incorporated herein to give full force and effect to the same.
2. NBNY agrees to be added as a party-defendant to the instant litigation and the caption amended accordingly.
3. NBNY waives any defenses to service or personal jurisdiction.
4. Within 30 days of the full execution of this Agreement, NBNY shall execute a deed, TP-584, Tax Law §1409 Supplement, RP-5217 conveying title to the Premises to the City. NBNY shall also execute a Satisfaction of Mortgage and a Cancellation of Assignment of Leases and Rents, both in a form acceptable to the City, for the extinguishment of any rights or interests contained in a Mortgage recorded in the Orange County Clerk’s Office in Book 12309, Page 884 and in an Assignment of Lessor’s Interest in Lease(s) recorded in the Orange County Clerk’s Office in Book 12309, Page 908. All of the documents named in this paragraph 4 shall be collectively referred to herein as the “Documents.”

5. The City of Newburgh Office of the Corporation Counsel shall hold the documents referenced in paragraph 4 in escrow through 4:00 p.m. on August 31, 2022 (said date and time being approximately 10 months from the date of the full execution of this Agreement, and said date and time being referred to herein as the “Deadline”).
6. NBNY shall have until the Deadline to comply with the following terms and conditions with respect to the property:
 - a. NBNY shall bring the Property into compliance with all State, County and City building, housing, plumbing, electrical, fire prevention, life safety and health statutes, codes, rules and regulations and shall obtain, within such time period, a Certificate of Occupancy for all buildings and structures located on the Property. If a Certificate of Occupancy has been issued for any building or structure on the Property, NBNY either will make such building or structure fit for the use set forth in such Certificate of Occupancy or shall obtain a new Certificate of Occupancy for another use;
 - b. At or prior to the Deadline, NBNY shall schedule with the Building Inspector or the Code Compliance Supervisor of the City of Newburgh an inspection of the Property to determine compliance with the terms set forth in paragraph 6(a) above. If the Property is found to be in compliance as outlined in paragraph 6(a), the Building Inspector or the Code Compliance Supervisor of the City of Newburgh shall issue a Certificate of Occupancy or Certificate of Compliance, as the case may require;
 - c. Prior to the compliance with paragraphs 6(a) and 6(b), NBNY shall not sell, convey, assign or lease the Property or any part thereof;
7. To avoid any ambiguity, compliance with the covenants referred to in paragraph 6 by the Deadline shall include receipt of a letter from the City of Newburgh Building Inspector or City

of Newburgh Code Compliance Supervisor stating that: (a) there are no open code violations on the Property; (b) the Building Inspector or Code Compliance Supervisor observed no violations on the Property during his most recent inspection of the Property; (c) there are no open permits; and (d) there is a valid Certificate of Occupancy with respect to the Property.

8. Delays that may be attributable to the City in connection with compliance with the requirements contained in paragraph 6 (e.g. inspection delays, City Council approval delays) shall toll NBNY's compliance deadline dates on a day-for-day basis. However, NBNY must notify the City of Newburgh Office of the Corporation Counsel, in writing, when it is ready for a re-inspection, approval, or other City action in order to trigger the time tolling period. In turn, a written decision – either in letter or e-mail form – from the City about the requested City action shall end any applicable time tolling period.
9. Delays that may be attributable to any applications made by NBNY to City land use boards, including but not limited to the City of Newburgh Planning Board, City of Newburgh Zoning Board of Appeals, City of Newburgh Architectural Review Commission, shall not toll NBNY's compliance deadline dates in any manner.
10. Delays that are attributable to a federal, state, or local executive order(s) that suspend construction activities shall toll NBNY's deadlines on a day-for-day basis.
11. By the Deadline, NBNY shall be current on all unpaid City and County taxes, School tax re-levies, Water/Sewer bills, Sanitation bills, plus any applicable penalties and interest.
12. NBNY shall remain current on all City and County taxes, School tax re-levies, Water/Sewer bills, Sanitation bills, plus any applicable penalties and interest, up to and including the Deadline.

13. NBNY shall not mortgage any of the Premises or any part thereof, or cause any liens (including but not limited to UCC filings), to be filed against the Premises or any property located thereon.
14. Should NBNY fail to comply with any of the terms and conditions outlined in this Agreement by the Deadline in any respect, the Office of the Corporation Counsel shall cause to file the Documents with the Orange County Clerk, thereby vesting title with the City and extinguishing any rights, title, and interest that NBNY might have in the Property. No further notice shall be required to be delivered to NBNY if it fails to comply with any of its obligations herein by the Deadline.
15. Should NBNY comply with the terms and conditions of this agreement by the Deadline, the City shall return the Documents to NBNY. The City shall also discontinue the within court action forthwith by filing appropriate documents with the Court.
16. NBNY has had opportunity to consult with its attorneys on this matter and enter into this Agreement in accordance with its solicited legal advice, and in accordance with the rules outlined in its Operating Agreement or any other such agreement that may govern NBNY's behavior.
17. Each party to this Agreement represents and warrants that the execution, delivery and performance of this Agreement and the consummation of the transactions provided in this Agreement have been duly authorized by all necessary action of the respective entity and that the person executing this Agreement on its behalf has the full capacity to bind that entity.
18. There are no other agreements, written or oral, pending between the parties to this Agreement.
19. This Agreement is the full understanding between the parties, and any prior understandings or agreements are null and void.

20. If the City determines it necessary to bring any action at law or in equity to enforce or interpret the terms of this Agreement, the City shall be entitled to reasonable attorney's fees, costs and necessary disbursements from NBNY, in addition to any other relief to which it may be entitled.
21. Should the City prevail in any action at law or in equity to enforce or interpret the terms of this Agreement, NBNY waives any and all of its rights to appeal said determination.
22. The exchange of copies of this Agreement, including executed signature pages, by electronic transmission (including PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) will constitute effective execution and delivery of this Agreement for all purposes.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
[Signature page to follow.]

IN WITNESS WHEREOF, this Agreement is entered into on the date first referenced herein.

For the Plaintiff
CITY OF NEWBURGH

Jeremy Kaufman
Assistant Corporation Counsel

For NBNY 91 LLC

By: Bisessar Moonesar
Member, NBNY 91 LLC

SO ORDERED:

Hon. E. Loren Williams