

A regular meeting of the City Council of the City of Newburgh was held on Monday, April 11, 2022 at 7:00 PM in the third floor Council Chambers at City Hall, 83 Broadway, Newburgh, NY.

Moment of Silence / Momento de Silencio

Mayor Harvey congratulated Ketanji Brown Jackson, who was recently confirmed by the United States Senate to serve on the United States Supreme Court, thus becoming the 1st African-American Woman on the Supreme Court.

Pledge of Allegiance / Juramento a la Alianza

Roll Call / Lista de Asistencia

PRESENT: Mayor Torrance Harvey, presiding; Councilmember Grice, Councilmember Martinez, Councilmember Monteverde, Councilmember Shakur, Councilmember Sklarz, Councilmember Sofokles-1
Carried

COMMUNICATIONS

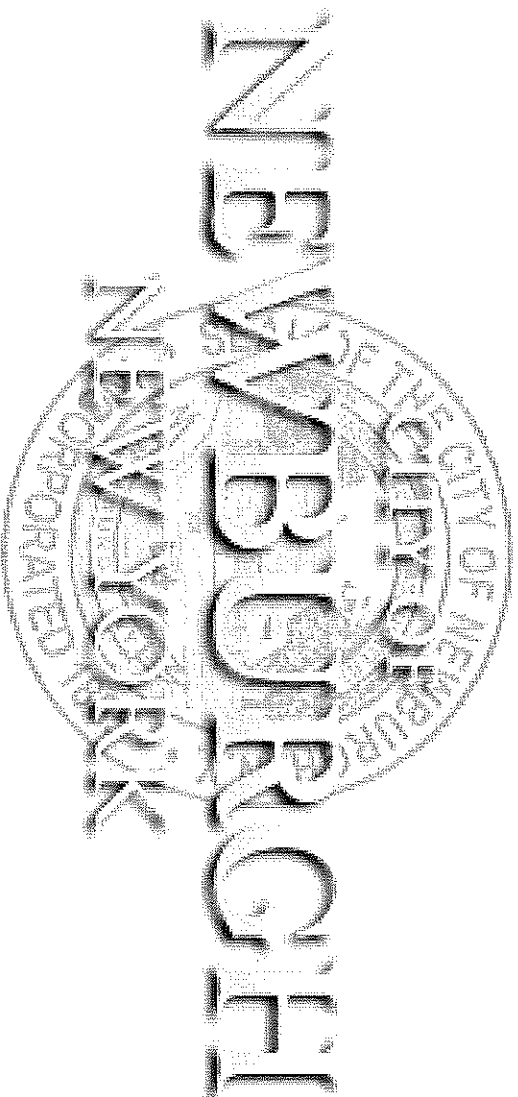
Approval of the minutes from the City Council meeting of March 28, 2022 / Aprobacion del Acta de la Reunion General del Consejo del 28 de marzo de 2022

Councilmember Shakur was not present in the room at time of roll.

Councilwoman Monteverde moved and Councilman Grice seconded.
Ayes: Grice, Martinez, Monteverde, Sklarz, Sofokles, Harvey - 6
Carried

City Manager Update / Gerente de la Ciudad Pone al Dia a la Audiencia de los Planes de Cada Departamento

The City Manager highlighted key points in city business.



City Manager's Update

Newburgh City Council Meeting

Monday, April 11, 2022

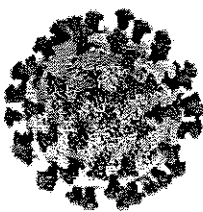


Novel Coronavirus (COVID-19)

For more information

Hotline: 1-888-364-3065

www.health.ny.gov/diseases/communicable/coronavirus



Department of
Health

New York State Department of Health COVID-19 Tracker

Testing data as of: 4/7/2022 2 PM
Testing data last updated on: 4/6/2022

Statewide

Tested Positive (4/07)
5,904

Total Results Received
(4/07)
143,656

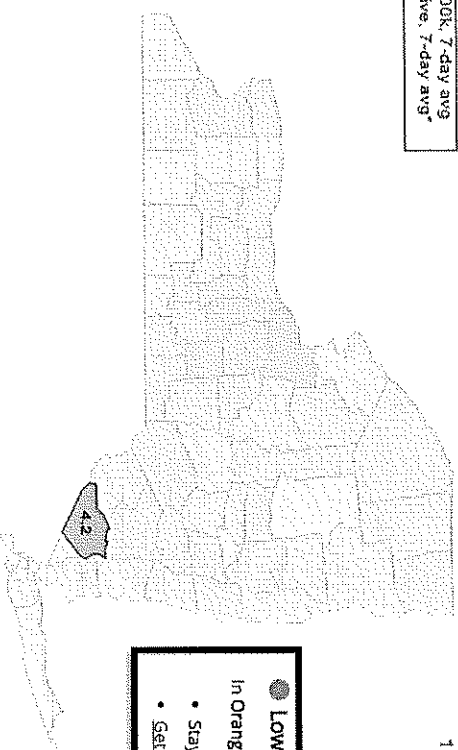
Tested Positive
(Cumulative)
5,004,686

Total Results Received
(Cumulative)
105,386,236

Tested Positive by Sex
(Cumulative)
Female 51.8% Male 46.5% Unknown 1.7%

Positive Tests by County

☐ Cases per 100k 7-day avg
☒ Test % Positive, 7-day avg*



1.0 14.7



Low

In Orange County, New York, community level is Low.

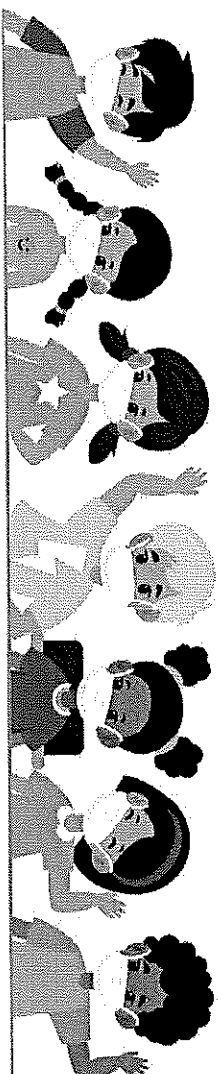
- Stay up to date with COVID-19 vaccines
- Get tested if you have symptoms

Click County to
See Detail
Click Again for
Statewide

County Testing Details: Orange (4/7)

Tested Positive (Prior Day)	Total Results Received (Prior Day)	Cases per 100k (Prior day)	Test % Positive (Prior Day)*	Tested Positive (Cumulative)	Total Results Received (Cumulative)
104	2,143	27.2	4.8%	106,932	1,585,066

- Onondaga
- Ontario
- Orange
- Orieans
- Oswego
- Otsego
- Putnam
- Queens
- Rensselaer
- Richmond
- Rockland
- Saratoga
- Schenectady
- Schoharie
- Schuyler
- Seneca
- St. Lawrence
- Steuben
- Suffolk
- Sullivan
- Tioga
- Tompkins
- Ulster
- Warren
- Washington
- Wayne
- Westchester
- Wyoming
- Yates

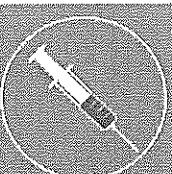


**Parents and guardians,
is your child turning 5?**
Give them the gift of
protection against COVID.
Get them vaccinated.

**Find COVID-19
Vaccines Near You**

Visit [Vaccines.gov](https://www.vaccines.gov)

Or call **1-800-232-0233**



**COMPLIMENTARY RIDES
TO VACCINE SITES**

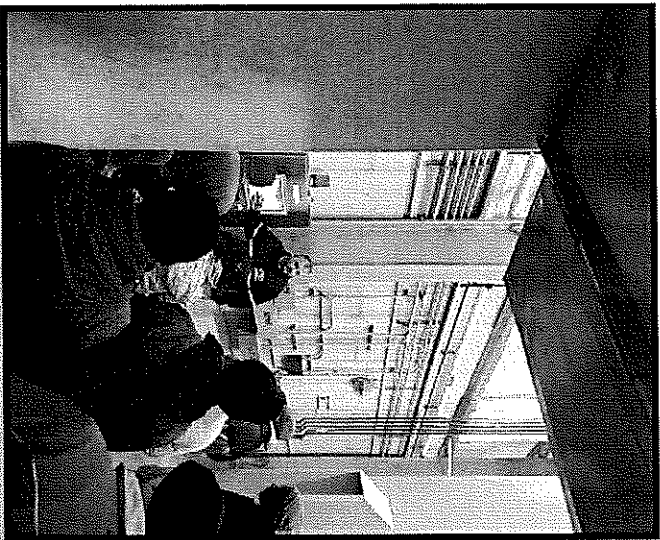
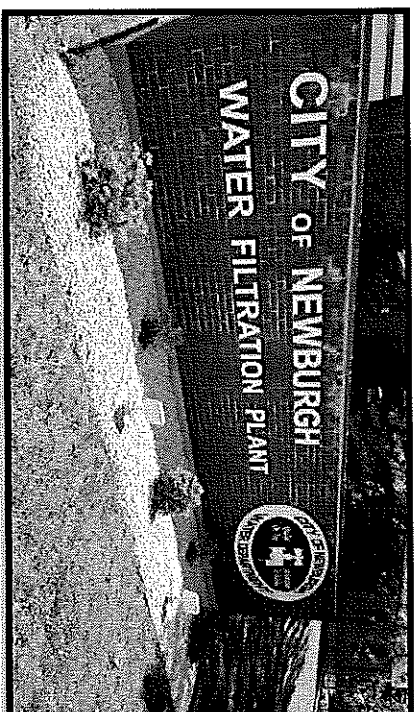
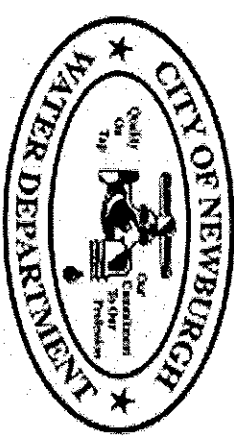
City of Newburgh Residents
get **FREE RIDES** to your
COVID-19 Vaccination

Appointment

CALL: 845-569-7420



Drinking Water Week 22



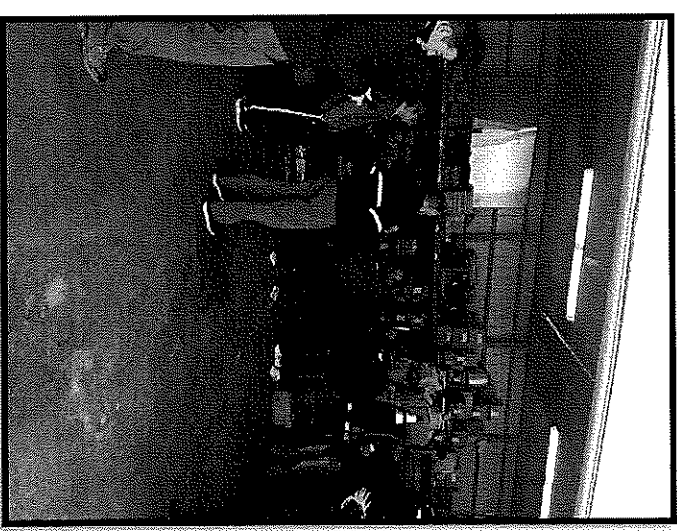
WATER DEPARTMENT

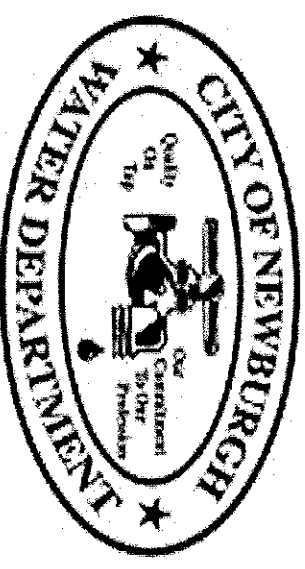
OPEN HOUSE

MAY 7

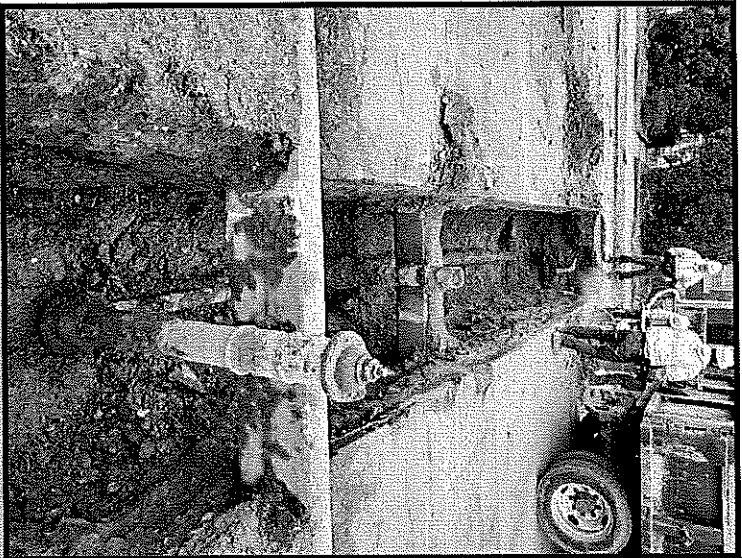
12:00 PM – 4:00 PM

CALL 845-565-3356 TO RSVP





DISTRIBUTION DIVISION



WATER DEPARTMENT REMINDERS

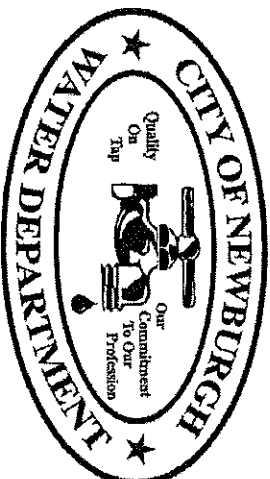


LIHWAP
Low Income Household
Water Assistance Program

A Program of the Office of Temporary and Disability Assistance

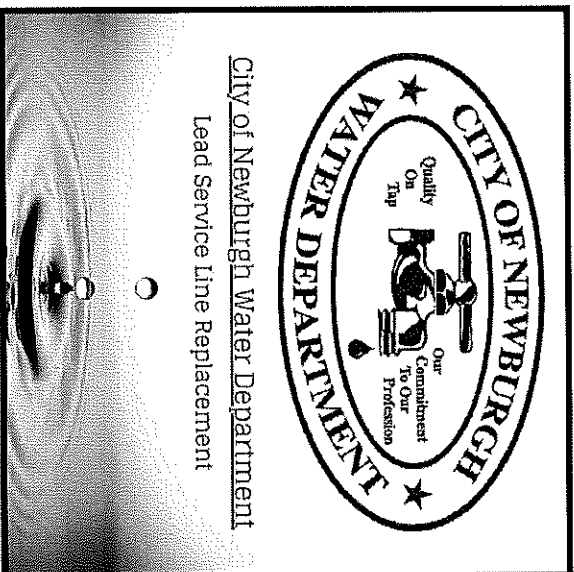
**Get Help Paying Overdue
Water and Sewer Bills**

**CALL 833-690-0208
TO REQUEST AN
APPLICATION**



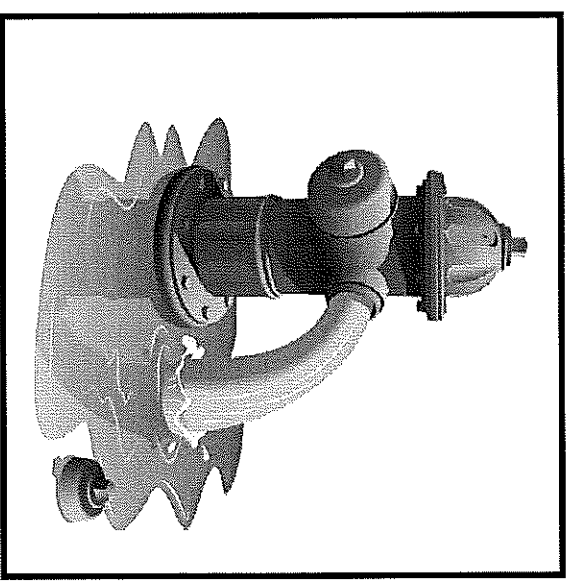
City of Newburgh Water Department

Lead Service Line Replacement

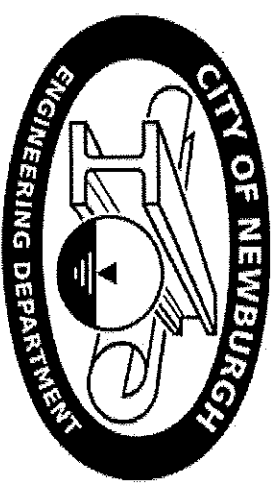
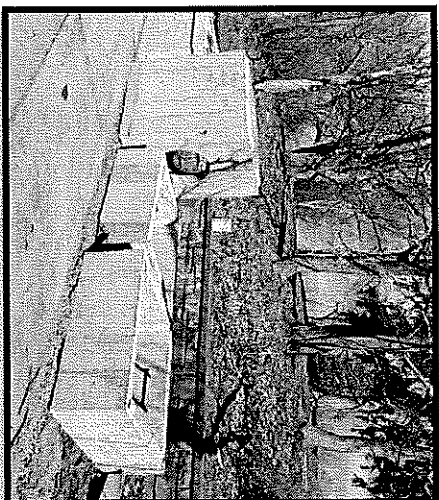
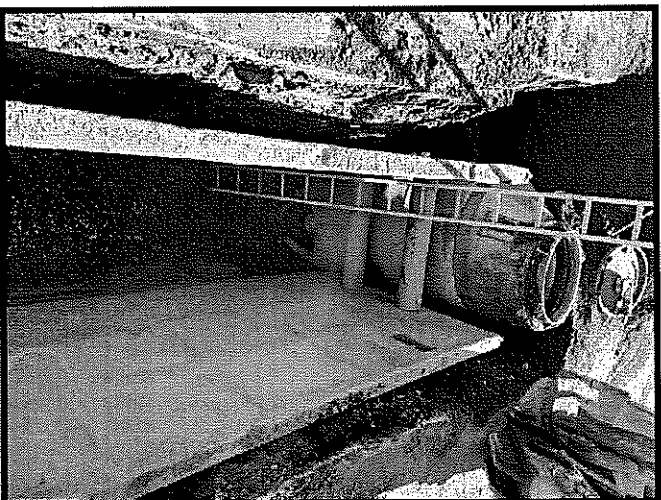
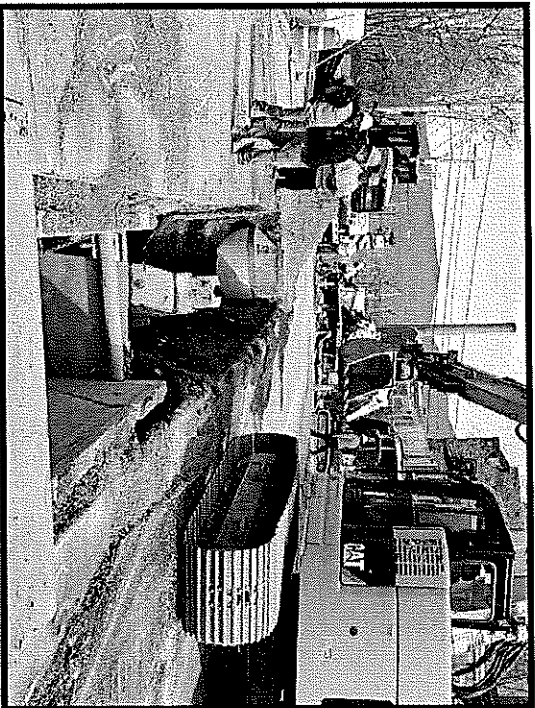
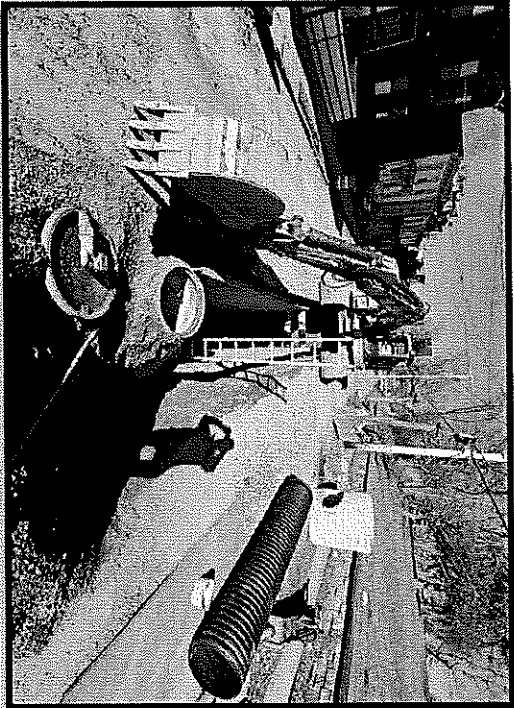


**Get Help Replacing Your
Lead Water Service Lines**

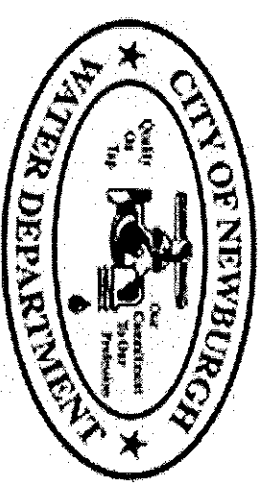
**CALL 845-565-3356 TO
DETERMINE YOUR
ELIGIBILITY**

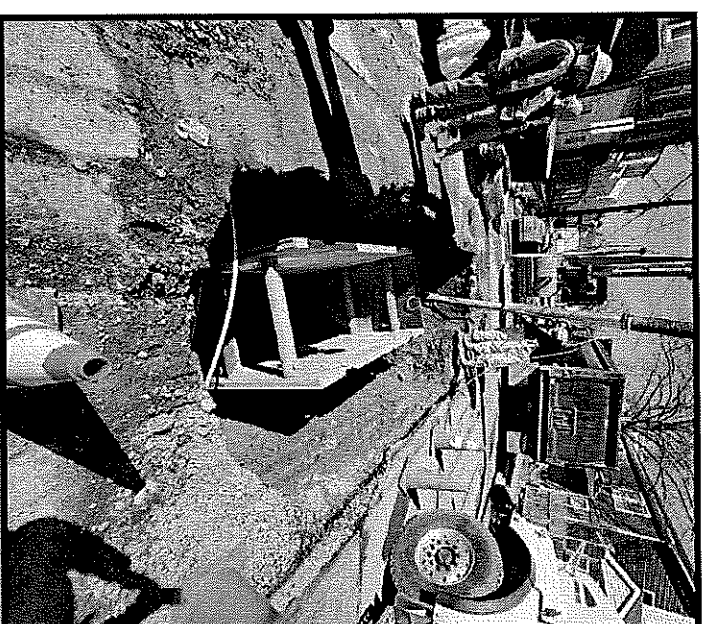
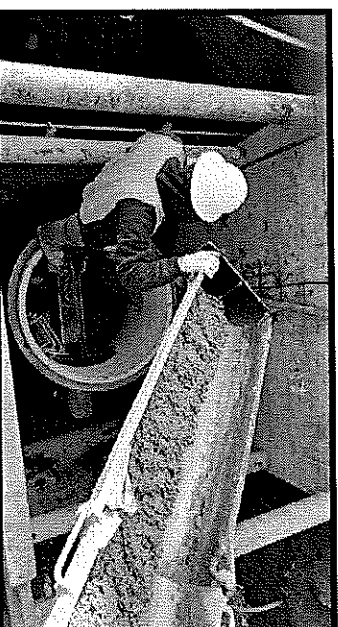
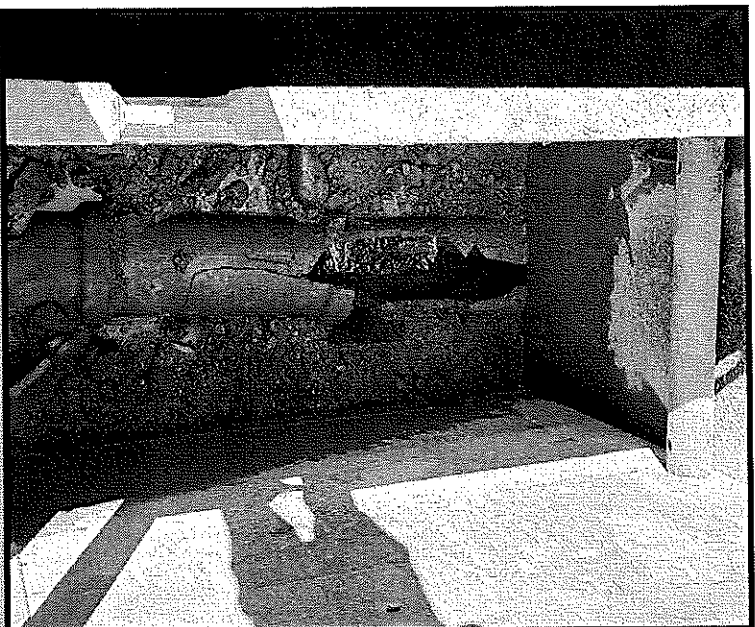
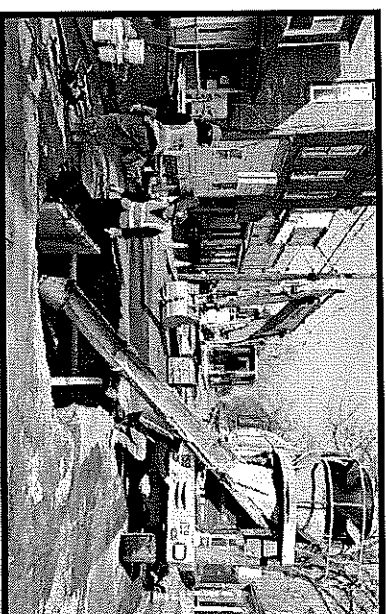
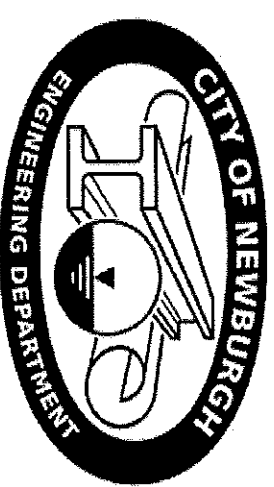


**FIRE HYDRANT
FLUSHING BEGINS
APRIL 18**



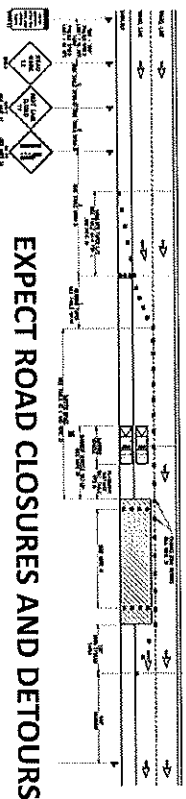
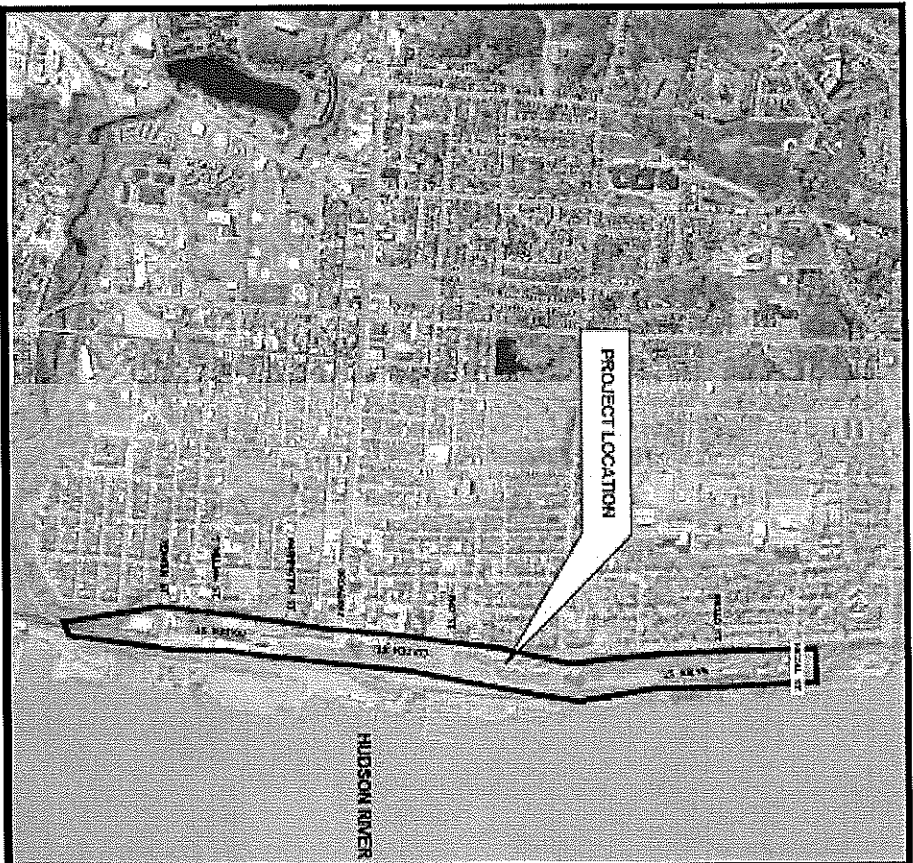
DOWNING POND AND THIRD STREET STORMSEWER PROJECT UPDATE



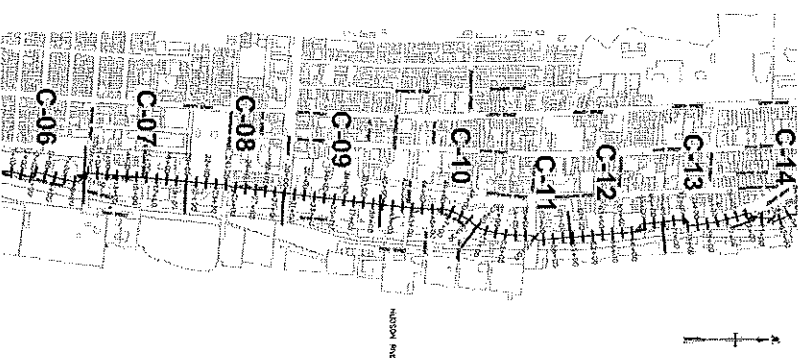


**EMERGENCY SEWER
REPAIR ON WEST
PARMENTER STREET**





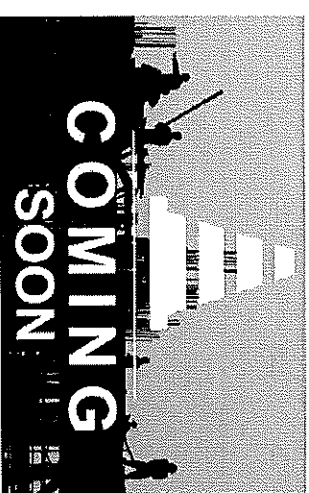
**BEGINNING ON
EAST END OF
NICOLL STREET**



**ENDING SOUTH OF
RENWICK STREET**

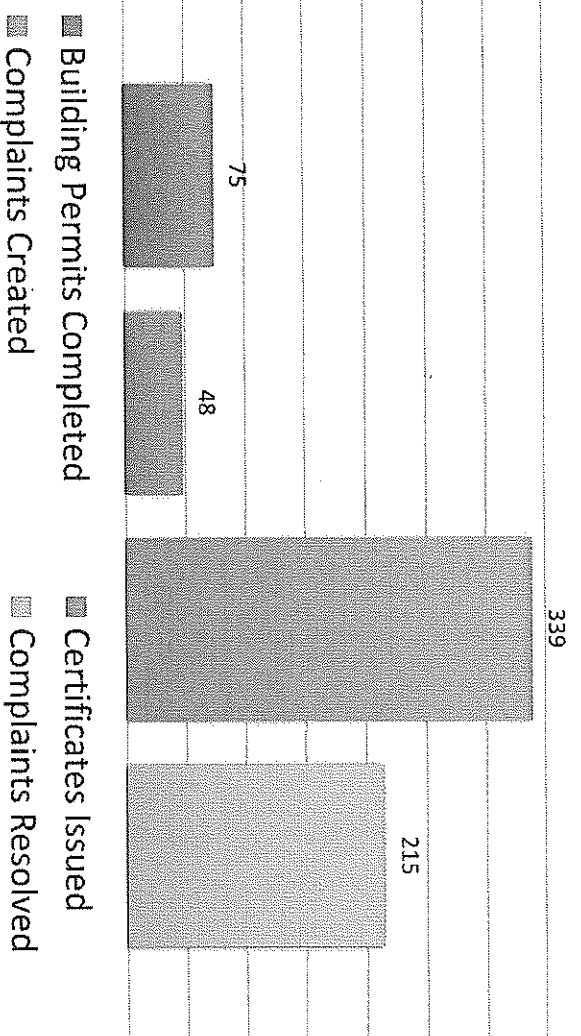


**NORTH INTERCEPTOR
SEWER REPLACEMENT
PROJECT CONSTRUCTION**

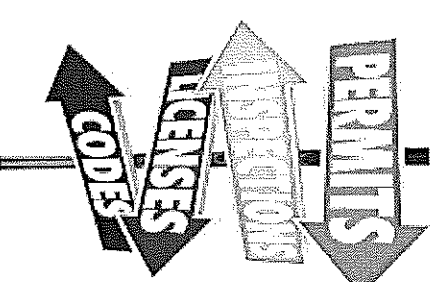


CODE COMPLIANCE UPDATE

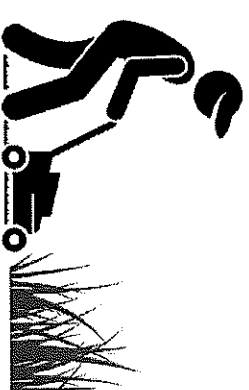
MARCH

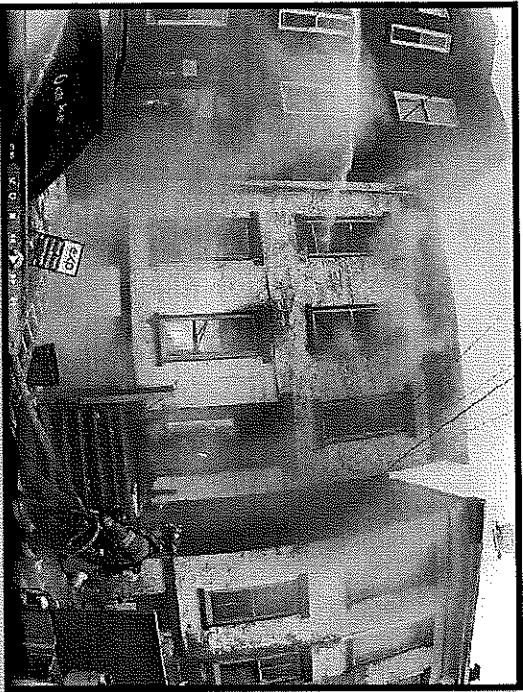
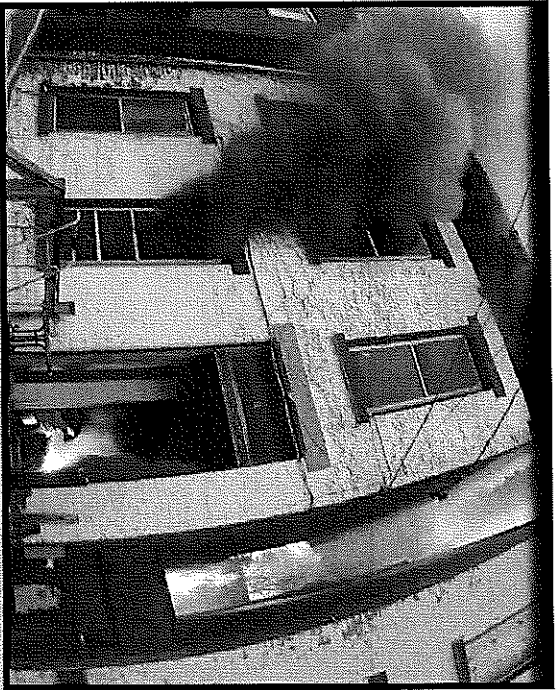


+ 19 PROPERTIES ADDED TO VACANT BUILDING REGISTRY
33 PROPERTIES ADDED TO RENTAL REGISTRY



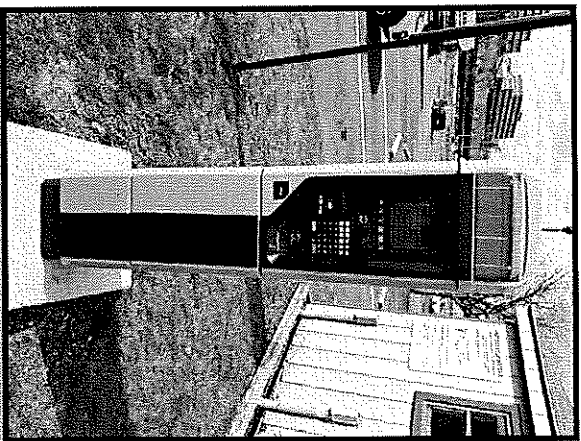
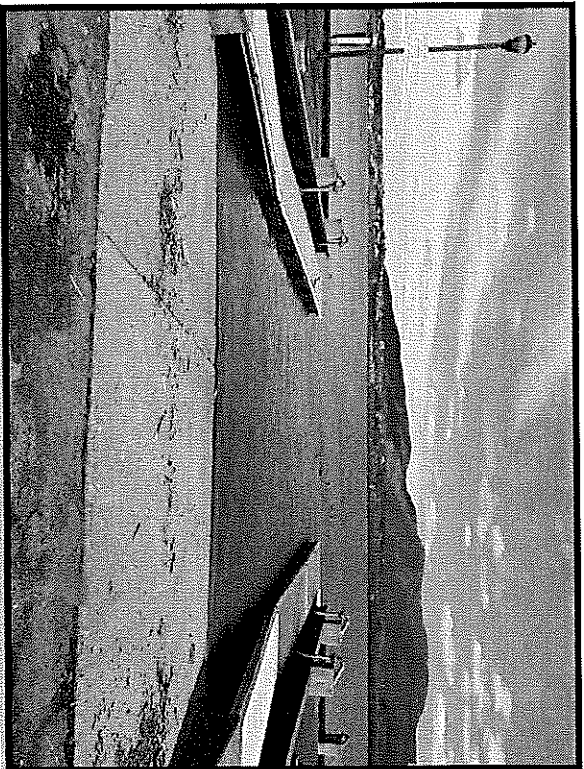
COMPLIANCE REMINDER





**STRUCTURE FIRE
AT 11 SOUTH MILLER
STREET**



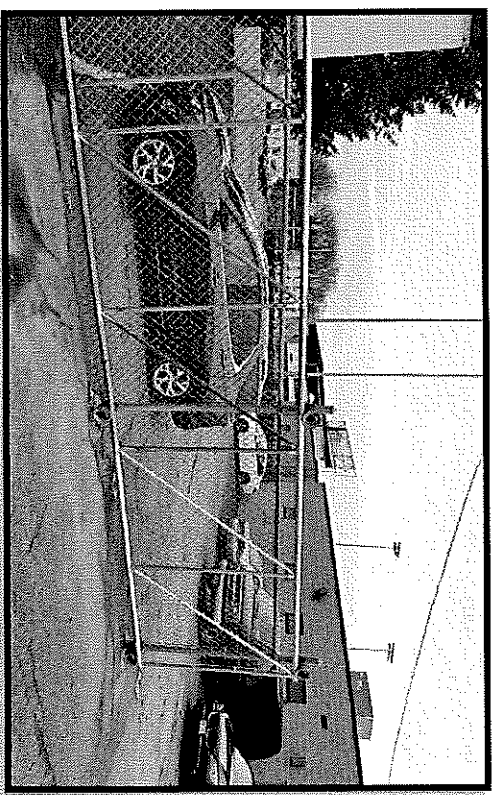
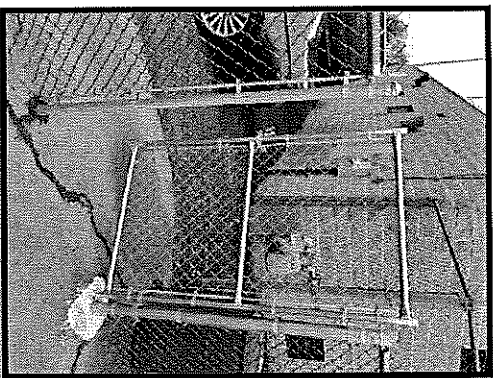


UPDATES

BOAT LAUNCH OPEN!

**\$15 DAILY PASS AVAILABLE
ON-SITE**

**\$100 SEASONAL PASSES
AVAILABLE THROUGH THE
CITY CLERK'S OFFICE.**





2022 SOCCER

YOUTH LEAGUE

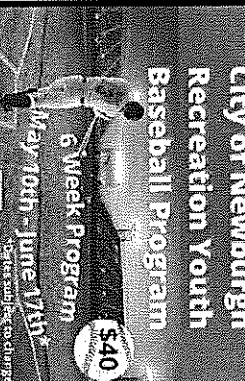


MAY 2 - JUNE 8, 2022 | 6:00 PM - 7:00 PM
BOY & GIRLS | AGES 3-5 & 6-7
\$65

DELANO HITCH RECREATION PARK
401 WASHINGTON STREET

REGISTER TODAY!
CALL 845-569-7379

REGISTER ONLINE AT <https://cityofnewburgh.recdesk.com>



City of Newburgh
Recreation Youth
Baseball Program

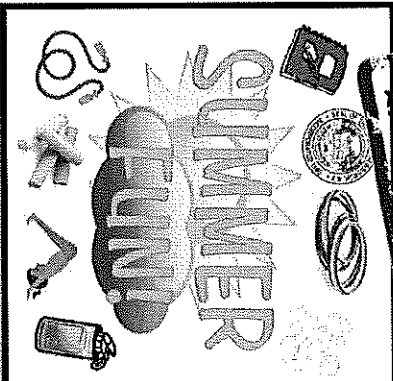
6 Week Program
May 10th - June 17th

\$40

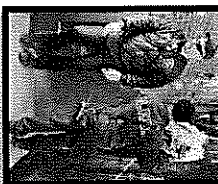
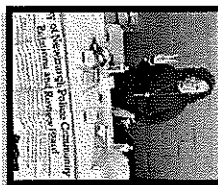
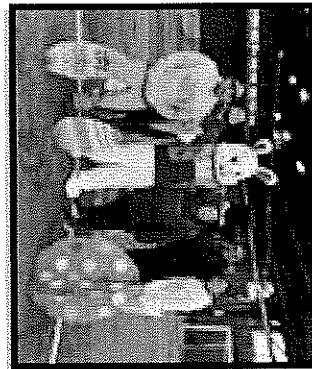
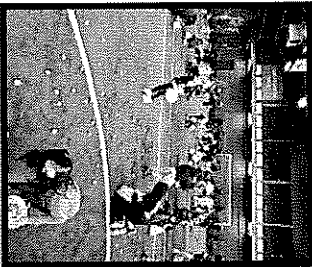
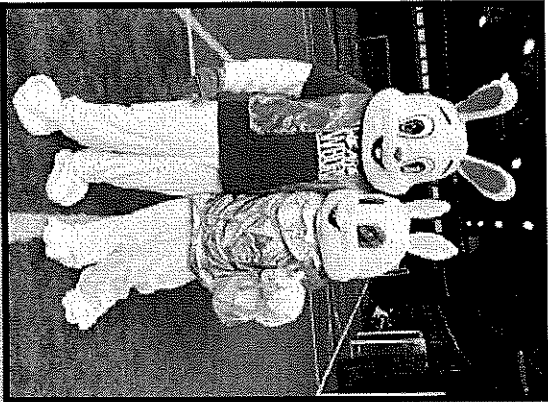
401 Washington Street, Newburgh, NY Baseball Field #2
6:00PM - 7:00PM (6:00PM - 7:00PM)

Tee Ball	Minors	Majors
5-6 Years Old	7-8 Years Old	9-10 Years Old
Fridays	Tues. & Thurs.	Tues. & Thurs.

COMING SOON!



SUMMER FUN!





The City of Newburgh Recreation
Department and We Are Newburgh Present

THANK YOU!



BELOW THE LINE
BOO! CAMP

COMMUNITY UPDATES



CITY OF
NEWBURGH

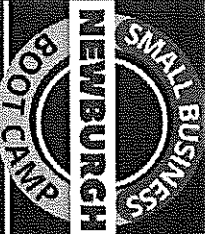
Board & Commission Vacancies

Architectural Review Commission
Arts and Cultural Commission
Board of Assessment Review
Board of Electrical Examiners
Board of Ethics
Conservation Advisory Council
Citizens Advisory Committee
Planning Board
Transportation Advisory Committee
Zoning Board of Appeals

To submit an application visit the City website



**Bulk Item
Pickup
Program**



**NEXT
SESSION
APRIL 21
6:00 PM**

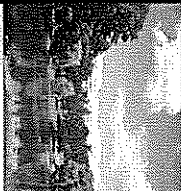
**DO YOU HAVE AN
APPETITE FOR A FOOD
BUSINESS?**

VIRTUAL PROGRAM

**New York State
Homeowner Assistance Fund**



**Thousands of homeowners
are at risk of foreclosure.
We're here to help.**



**PARKS
FOR
ALL PEOPLE**

Downing Park

**Saturday, April 23, 2022
2:00 - 3:30 p.m.**



KEYNOTE SPEAKER



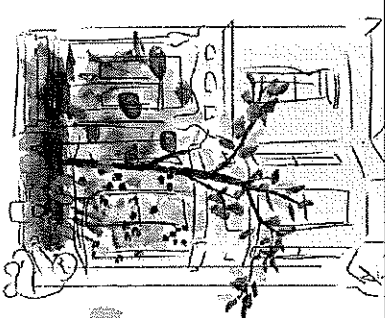
**Downing Park
Planning Committee**



**Quinto
200th
ANNIVERSARY**



INTRODUCTORY REMARKS



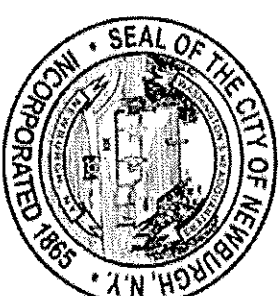
**NEWBURGH URBAN
FARM AND FOOD
NEWBURGH • NEW YORK**

**URBAN
FARMING FAIR**

SAT. APRIL 30 • 12-4 PM

FREE ADMISSION

We're Hiring!

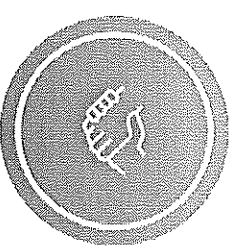


▼ Current Vacancies

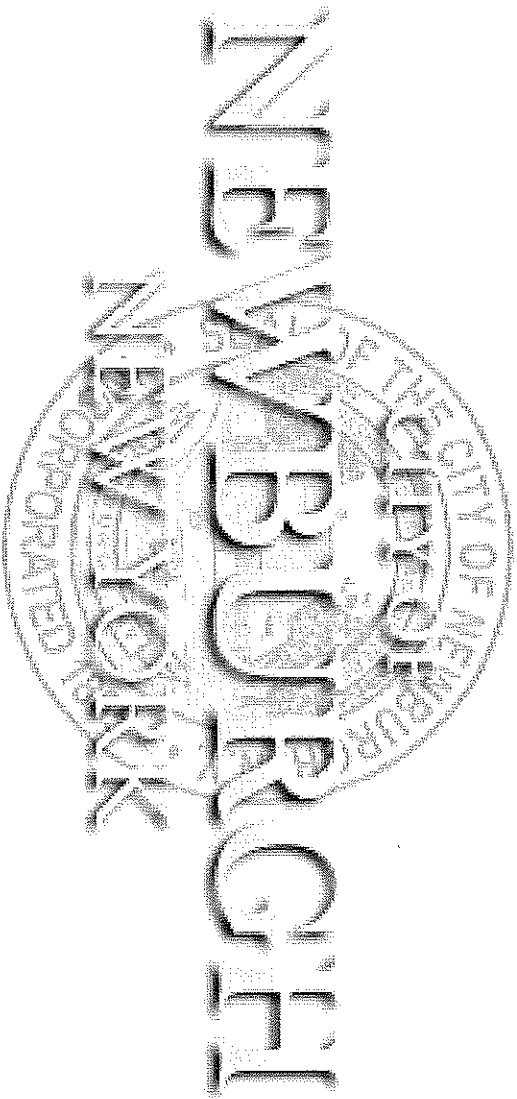
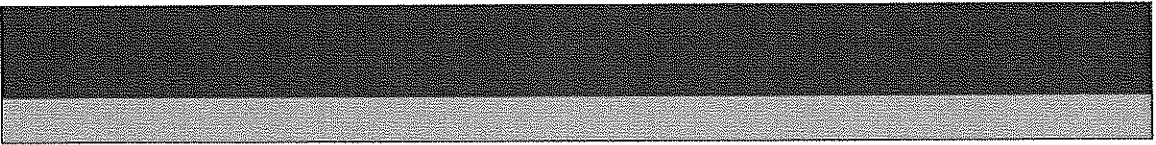
RECREATION / DPW / WATER

CITY OF NEWBURGH – AN EQUAL OPPORTUNITY EMPLOYER

Justice, Equity, Diversity and Inclusion are core values to the City of Newburgh, where there is a strong commitment to establishing and maintaining an environment free of discrimination. These values are promoted through the daily practice of professionalism, respect, acceptance and understanding. As such, City residents along with women, minorities, individuals with disabilities, members of the LGBTQ community, and veterans are encouraged to apply.



Job Opportunities



NEWBURGH

PRESENTATIONS

There were none scheduled at this time.

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

Cassandra Bernard, who was scheduled to speak through the online forum, did not speak at this time.

Sertaira Boyd asked the council if a conflict-of-interest exists if someone sits on the ARC board and also has a real estate business. Also with everything going on with Covid-19, the mental state of the employees in the City of Newburgh is important. Are we going to give them monthly State Mental Health Days? This is already occurring in the Tri-State area, as well as elsewhere in New York State. Businesses are giving their employees a day off to digress from work and Covid-19. We should consider giving employees, who are not at management level, a COLA, which is very different from a raise. What are we doing to give back to our employees who continue to come to work day in and day out during Covid-19? We appreciate them, and if it were not for them we would not be able to take care of business, as usual.

A man, who did not provide his name, stated that the landlords want two and three times the rent, just to be able to move in. The place where he lives now has faulty electric, and it is impossible for him to pay three rents in one month. He is hoping that the council will help him with this problem.

Tom Roberts said he is pleased to see the police department foot patrols in the city. The officers are coming into the businesses and actually talking to people. It is a positive thing for our city.

Aura, who lives at 9 South Miller St Apt 3, commented that she lives in the building next door to the building that had a massive fire. She is concerned because she called the codes department one month ago when the problem first occurred, and then she never heard a follow-up to her call. The person who started the fire had been staying there for a while. She and her neighbors understand that there are times of crisis; but, there was a lot of garbage being brought in on a daily basis. There was another fire on or around October 26th, in which a fire was started by the same person. She knows this because she is the person who called the fire department. Another fire was started on Lutheran Street. This particular person has a history of starting fires, so she does not believe that it started from a burning candle. Thankfully there was only water damage in her building, as it very close to the building in which the fire occurred. She and all of her neighbors had to evacuate, including a family with a newborn. Also the real estate company was not responsive during the emergency over the weekend. She would like stricter laws and accountability for landlords. As tenants, we pay our rent on time; so they, in turn, should

respond on time too.

Carla Johnson, residing at 52 South Miller Street, stated that there is a pattern. Everything that happens always falls back on the codes department. She did a walk along down South Miller Street with the head of the department, and Johnson pointed out all of the issues on the street, such as fires, squatters, shopping carts, and a bunch of garbage that had accumulated in front of that building. This could have all been prevented. The bigger picture with codes is that there is not enough officers working. You keep hiring new supervisors, with high salaries, but, there is a shortage in the enforcing staff. There are so many condemned properties, and squatters continue to go in there and start new fires. The next time something happens she is going to sue the city because the city has prior knowledge. Charges need to be brought up against this person who continues to start these fires. Also the codes department needs to be addressed, because Johnson feels that the department continues to drop the ball.

Eric, residing at 9 South Miller Street, thanked the firefighters and other units for putting out the fire. He lived what we all saw in the photos this evening, and it was terrifying to think that he might lose all of his stuff. Fortunately he had his parents that he could turn to, but, many of his neighbors had nowhere else to go for help. This could have been prevented, as he and his neighbors communicated the issues to codes previously, and nobody listened to them. We understand that there are individuals unhoused, but, when there is a history of people starting fires, then that needs to be looked at closely. He does not know if the response would've been any different had the fire occurred on a different street. He urged the city to do its best and hire more staff. The real estate company managing the property did not do a great job reaching out the residents. The fire occurred on the weekend, and they had to wait until Monday before anyone even contacted them. There are no fire extinguishers in the building, and he could've lost all of his things, or even worse, he could've lost his life. It should not be like that in these circumstances. The residents are doing their parts, so it is time for you guys to do your part.

Ray Harvey, Carpenter Avenue, Stated that the Governor had reached out and told him that the State marker at the Court House should be done by the April 21st, so we can do a ceremony to commemorate it. Juneteenth is fast approaching. We have a committee, but, we are seeking donations. They are going to start another 501c3, but, it is going to take at least a year to finalize it. In the meantime, donations can be made through the NAACP. They will have receipts to keep a tally of all the monies that are being spent. Every year we want the celebration to be bigger and better. He went through the ordeal of a fire at his own condo complex. Although he had homeowners insurance, he stated that we have to do better as leaders in this city, and as a team. He appreciates the work that the commissioner is doing with the police department. He has been getting some positive feedback from the community. People are beginning to buy into the notion that the police department is trying to look different under the department's new leadership. He encouraged the police department to keep up the good work.

Yamilez commented. She runs the community Covid-19 testing truck, which has to be

shut down due to lack of funding. She just received the report from the State Health Department. The Covid-19 rate is increasing again. Her goal is to open up a permanent center for testing. Also she wants to do fentanyl testing, as a lot of young people are dying from the drug. She wants to keep working for the community, and she is extremely disappointed about the closing of the truck. Yet anything that the city can do to help is appreciated. The numbers for fentanyl and Covid-19 is ridiculous in Newburgh.

Mayor Harvey commented that there may be existing not-for-profit organizations that have space, and whom you may be able to partner with. The council will also look to see what it can do to assist. He will reach out to her.

Mayor Harvey deferred to Codes Supervisor Charlotte Mountain for an update on her department. He realizes that she is in the new leadership role, and knows that things won't be turned around overnight. He requested her to state the existing problems in the department, and asked her what the council can do to assist and help her make those needed improvements in the interest of public safety.

Mountain stated that this particular building is privately owned. She had contacted the owner, and he is ultimately disinterested in the property, and is trying to off-load it. She expressed to him that he needs to board up the building and clean up the property. His response is that he does not want the building; however, he is the legal owner and he has a responsibility. We have put him into court, and we are waiting for court to do its business with him. She expressed to him that he needs to do whatever it takes to keep people out, and he needs to monitor the property. Her department ends up being in the role of property manager for many of these abandoned buildings. The realtor he hired expects the city to do all of the work. The owners have to step up, and the penalties need to be exacted on them when they go to court, so that they understand it is their responsibility. The owner seems to think he can sell, or walk away from the property, or let it go into foreclosure, and thus absolve him of any obligation. But our hands become tied. If he is saying that people are breaking into the property, then he can go to the PD and file a trespass affidavit. The trespasser can ultimately be removed from the building if they are caught back on the property. When the owners are not doing anything to their properties though, the city is not in the position to be property managers for private property. We are limited by the law.

Mayor Harvey asked Ms. Kelson if they could bring forth new legislation that brings heavy fines that also accumulate daily for absentee landlords; and if necessary, could we take back title of these properties?

Kelson explained that New York State Executive Law already provides for fines for code violations that accumulate on a daily rate. There are several city ordinances that address vacant and abandoned buildings, and there are fines associated with it that accumulate on a daily rate too. In order to enforce the statutes, the violations have to be written, and we have to have a trial in court in order for a judge to find that the violation existed for every day in which the owner is being charged. Then a sentence is imposed for each and every day for which the defendant is found guilty. That is what we are doing. It would

help to have more codes officers writing violations more frequently. It would also add pressure to those property owners. When the fines exceed a certain level, it is no longer the cost of doing business, and it would make more economical sense for owners to take care of their buildings rather than pay fines. The regulatory framework exists, it has to be enforced in order to have those violations submitted into City Court.

She explained that, with regard to abandoned property there is legislation that provides a framework for local governments to bring up proceedings in a State Supreme Court to recover properties that are abandoned, as defined in the law. Kelson's office has been at the forefront of trying to implement that procedure in the City of Newburgh. She has had several successful actions that have resulted in either recovering property from a delinquent owner or the owner entering into some type of agreement that gets him to do what he was supposed to be doing in the first place. There are two lawyers in her office, and they do the best they can do in trying to address the most egregious properties that we have. The current property owner of 11 South Miller Street owns other properties in the City of Newburgh. He is delinquent in taxes on at least one of his properties. He is someone that the city is aware of and we are trying to hold property owners responsible for maintaining their own properties.

Councilmember Martinez asked Kelson if, depending on where the owner lives, an emergency abatement could be done. Also do we know if the owner filed a vacant rental registry with the city?

Kelson said she did not know the current residence of owner, but, the tax bills are available to identify and reach the person. We have a procedure in place that allows for an emergency abatement. The purpose of an abatement is to protect the life, health and safety of the people who live in the buildings, and also those residents that live in the buildings surrounding those dilapidated buildings. She addressed the pitfalls of nuisance abatements, and commented that if the city steps in each and every time at first step to conduct that emergency abatement, then it conditions the property owners to say that the city should become the property manager. That is not the city's role, nor do we have the capacity to do it. It also takes time away from other duties, such as maintaining the city's public owned properties. We do charge property owners for the work, and if the bill is not paid, then it gets re-levied onto the taxes for the following year. If it continues to be left unpaid, then the city can foreclose. Ultimately if you own property it is your responsibility to maintain it at the level established by the codes department. She pointed out that her office does not maintain the vacant rental registry, yet that information could be identified through the codes office as to whether one was completed by this particular property owner or not.

Mayor Harvey asked if the council is allowed to increase that fine for not properly boarding up the abandoned building from \$250 to \$1000 per day. Could we make it a legislative priority going forward?

Kelson remarked that the council does have the authority to raise the fine, and it could be made a legislative priority.

Councilmember Sofokles asked whether the \$250 per day fine is being implemented on this particular building. If not, then why is he not being fined daily and why has it not been brought to court.

Kelson pointed out that in order for fines to be assessed, the violation must be written up and there must be a subsequent finding of guilt by the city court. The current judges are much more responsive to meting out higher fines, based on the level of offense, than their predecessors were. The burden of proof does fall on the city in a city court proceeding. She does not know how many times this particular property may have been cited for a violation, nor does she know the codes history off the top of her head, as she is not a human database. She stated that she is not here to assess blame on her co-workers and colleagues, but, she pointed out there is a process involved. All of the information can be reviewed through the Municipity software, and we also have a Court tracker and spreadsheets available, so that she can provide the information being asked.

This portion of the meeting was closed.

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

Councilmember Grice commented that we are always open to public dialogue, we just ask for a certain level of respect. There is a lot to unwrap with the codes office and the fire. We support the codes department, and he understands that we need more staff and training. It is important that the department is giving back to the residents too, by telling them that they are in-line with compliance, and informing them of the time constraints so that they know what is going on. The City of Newburgh only owns seven properties, so the rest is in private hands. Property owners really need to take care of their properties. He has been working with Mr. Garrison on increasing the fines for illegal dumping. Grice thanked Assemblyman Jacobsen and Senator Skoufis for introducing a Bill that we may be able to use in our tool box to do some in-house fining. We'll have to see if it works for us. He thanked the fire department, but, also there seems to be a miscommunication with the fire department in the community and with elected officials. Perhaps a meeting with his colleagues is in order, because sometimes it can get a bit out of hand.

Councilmember Martinez remarked that it is a lot to unpack. She thanked the fire department for their response to the fire at 11 South Miller Street. She can't imagine what our neighbors were going through. To hear that there are no fire extinguishers in their building is appalling, and she would like to follow up with the codes department to sit down and try to figure out what to do to enforce these laws better. The vacant rental registry is on the city's books, it just has to be enforced. There are a lot of property owners that don't take care of their buildings, and they are doing more harm than good to our community. If there is a way for the city to reclaim these buildings, and take

ownership back, then she is interested in exploring it. God forbid the next time the situation is worse. She supports adding more staff to the codes department, so they can up these violations and respond to our neighbors' concerns.

Councilmember Monteverde stated it is concerning to hear that building owners are not being held accountable. She is hoping that we are getting better, and she knows that with new leadership in the codes department it is going to take some time to catch up. If there are sprinklers in the building, there might not be a need to have a fire extinguisher; but, the high-rise buildings should be inspected annually to meet certain standards. It is hard to keep track of this and it comes down to the codes department and the fire department. Hopefully we will get it right one day. These fires are going to continue to happen, and we will have to address it and do a better job. We will also have to keep track of this homeless person and make sure we know where he is at all times. She asked Ms. Kelson about the Article 19 process. How long does the process take? Also will the city go in and board up this particular building if the owner refuses to do so?

Kelson stated that it depends on whether or not the property is really abandoned. It could be a matter of months from beginning to end. We have to make an application to the Sheriff's Office for a deed. If we do get a reply from the owner or a lienholder then we are going to get into a more protracted litigation. Covid-19 has had a significant impact on how long it takes for cases to get through the courts. We will evaluate what has or hasn't been done. And we will see if it is right for us to undertake the boarding up of the building on our own. There are multiple avenues and now that we are aware of the situation we can move it up on the priority list.

Councilmember Shakur thanked everyone for coming out. These are problems that we inherited in the City of Newburgh long ago. He made a pledge to this city, that when you bring your problems before him, he will make sure it gets done now. There has been a track record of not listening to the people. For a long time we had a ship with no captain. If people don't want to get things done, then maybe they are not right for this city. Shakur thanked Yamilez for coming before the council to tell them what she needs. He will call people and see how we can assist her, because there is a need. He knew the young man who died recently, and we know that we have problems that we need to address. There has been years and years of neglect, and these buildings did not fall down over night. Now we are here to make sure that we do our job, and that the employees who work for our city are doing their jobs. The job of the community is to come down here and tell us what you need and to make sure that we do it. He pointed out that he is bringing forth a formal complaint against 144 South Street. He has called the codes department, but, the building still looks the same. He encouraged the community. If you see a building let him know the address and he will make sure something gets done.

Councilmember Sklarz commented about the RFP for remediation and purchase of the property at 842 Broadway. The RFP was reissued. It appears that the previous bidder is no longer interested. The current RFP includes a provision that the aboveground remediation should be completed no later than July 29th, 2022. It is an unfortunate setback, but, it shows that we remain committed to having the property cleared and

returned to the tax rolls. Several weeks ago concrete barriers were installed in the West End at the intersection of South Street and Thompson Street for repair work needed underneath the roadway. State DOT staff has told him that the work will occur, and it is anticipated that it will be completed in the next few weeks. The barriers will then be removed and the traffic will resume to normal in that area. Tonight we have a resolution for an RFP for splash pads at Xavier Lunan and Tyrone Crabb parks. Last summer we enhanced the recreational activities in our neighborhoods and these programs were very successful. While the pool at Delano-Hitch will be closed this summer, we are looking to provide similar activities at that location.

Councilmember Sofokles stated that she is going to investigate 11 South Miller Street further. It is not a done deal. She thanked the water department. She saw the staff putting pipes into the ground to address the problems at Polly Pond. She is also thankful for the work that DPW and Engineering does at the park, because there are a lot of upcoming events. After tax season she will no longer be on Zoom, and she will return to in-person meetings. She will talk more about these upcoming events. The park is a very important part of Newburgh's history, and more attention is coming to the park now. She stated that George Garrison is the first DPW Head that has really taken an interest in the park and she appreciates that he so responsive. Sofokles thanked the police department for the foot patrols. It is good for the officers to be on the streets meeting the people, especially the young people.

Mayor Harvey thanked everyone for coming, especially the residents on South Miller Street who came out to voice their concerns. He was on site at the fire early, along with Mr. Venning. They had conversations with the fire chief and the firefighters. He thanked West Point, the NYS Air National Guard and Vails Gate, through mutual aid, for being on site. Harvey stated that they need to make it a legislative priority to increase the fines for property owners that fail to properly board up their buildings in the interest of public safety. The fines should be \$1000 per day. Also we need to do an emergency reallocation of funds to hire more codes enforcement personnel. There is a shortage in the department, and they don't have the manpower and womanpower to do the job effectively. In respect to workforce development, a fire and police pipeline through Newburgh Free Academy, in the form of a municipal agreement with the School District, is necessary so that we can have 10th through 12th graders prepared to go into either the Police Academy or the Fire Academy when they come out of school. There is a \$250 Million bond that was voted on and supported a few years ago for the Career Technical Education (CTE) program.

This portion of the meeting was closed.

CITY MANAGER'S REPORT

Resolution No. 82 - 2022 - PIN#8761.40 Walsh Road Bridge Supplemental Agreement #2 with WSP USA, Inc.

Councilmember Grice stated that a private property owner is going to do some construction close to the Quassaick Creek. While we are not anti-development, we do want to protect our waterways, and he urged the community to be vigilant about the situation.

Councilman Shakur moved and Councilman Grice seconded.

Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 83 - 2022 - Award of Bid No. 5.22 to JMS Outdoor Solutions LLC for the Construction of Splash Pads at Xavier Lunan and Tyrone Crabb Parks

Councilmember Monteverde reminded them that they talked about having this ready to go by July 1st.

Mayor Harvey stated that he requested the executive staff to consider, as an add-on, installing splash pads at Delano-Hitch, as well as see what funds are needed to continue the traveling blow-up water slide that we had in the city last summer. The kids and families loved it, and Spectrum News covered it. It was great hearing from the community about how it was a fantastic supplement to not having access to the swimming pool. Harvey stated that he reached out to Jeff Woody, who is currently the Interim Assistant Superintendent for Human Resources at NECSD. He would like to collaborate with the district to open up a couple of school gyms a few days a week for recreation; as well as have pool access for open family swim since the city pool won't be open this summer. He will put his request, in writing, tomorrow. He hopes that the school district and school board will be favorable to it.

Harvey is also going to be meeting with Lt. Governor Bryan Benjamin tomorrow. They are going to discuss how to continue to help the youth, in terms of funding for workforce development, to decrease the gun violence in the city by creating summer jobs. He pointed out that this is a Number One priority, and we have seen the real data on it that shows a positive correlation between job opportunities for young people and a decrease in the gun violence by getting young people working and earning money.

Councilmember Shakur added that the park on Liberty Street always had two attendants. He commented that all of these things that we are doing are in place to create jobs for our young people. He would like to see a handball court at the Tyrone Crabb Park, as he has been told by many in the community that the sport helped keep them out of trouble. Shakur pointed out that we want to ensure that all parks in this city are safe for our children to attend, and we want to make sure these places are monitored.

Councilman Shakur moved and Giselle Martinez seconded.

Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 84 - 2022 - Agreement with ARCADIS for Professional Engineering Services
North Street Sewer Separation LTCP Project

Councilman Grice moved and Councilman Shakur seconded.

Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 85 - 2022 - Allocation of \$500,000 in ARPA Funds to the North Street Sewer
Separation LTCP Project

**Councilmember Shakur wanted to make sure that the community is aware that this
\$500K does not affect the money set aside for the community to decide on.**

**Mayor Harvey stated that a certain portion of the ARP funds was committed to this
project because of its need in the DEC consent order for the Sewer Separation and to
relocate the North Interceptor. The survey online is a portion of the \$22 Million that
we've agreed to have open for the community to decide on.**

**Councilmember Monteverde pointed out that \$7.5 Million is set aside for the community
to decide on.**

Councilman Shakur moved and Councilman Grice seconded.

Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 86 - 2022 - Award Bid No. 10.22 - Sludge Disposal Services at WWTP

Councilwoman Monteverde moved and Councilman Grice seconded.

Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 87 - 2022 - Proposal with Ryan Biggs Clark Davis for Professional Services at
the Wastewater Treatment Plant

Councilman Shakur moved and Councilman Grice seconded.

Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 88 - 2022 - Donations - City Annual Events 2022

Councilman Shakur moved and Councilman Grice seconded.

Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 89 - 2022 - Contracts - City Annual Events 2022

Councilman Grice moved and Giselle Martinez seconded.

Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 90 - 2022 - 2023 Police Traffic Services Grant

Councilman Shakur moved and Councilman Grice seconded.

Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 91 - 2022 - 2023 Child Passenger Safety Incentive Grant

Councilman Shakur moved and Councilman Grice seconded.

Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 92 - 2022 - Agreement with Orange County for Summer Youth Employment

Councilmember Shakur stated that we do this every year, but, there are a lot of children that still fall through the cracks. He wants to know that the process is, and he would like for the information to be put out now, so the children know exactly how they can apply for these summer jobs.

Aly Church explained that this is the Summer Youth Employment Program that is funded through Orange County. The program is primarily staffed through the schools, so that is where they can get more information. She will also get more information about it to share with the council. The program usually lasts for six weeks in the summer. She does not know the exact dates on it yet. The program hires students, ages 17 through 19, late high schoolers and recent graduates.

Mayor Harvey explained that one of his requests to the Governor's Office is to provide us with \$1 or \$2 Million for summer youth employment opportunities. In 2020 a private individual from Connecticut reached out to him and Kevin White, and he donated \$500K to the city, because the County cancelled all the programming due to Covid-19. There were no lifeguards or summer camp. He and White had a blueprint and the program was a success. Roughly fifty kids were paired up with job opportunities, and it was all vetted through the Boys and Girls Club of Newburgh.

Todd Venning commented that at the end of April we will be hiring people for sanitation cleanups on Broadway. We will have the police out there walking, and the codes will be out there along with the anticipated sanitation sweeps all occurring in the city. Mr. Garrison has a temporary line in his budget for it, and the program will replace the street sweeper initiative that we did last year. This will be another opportunity for people to get jobs.

Shakur remarked that he visited the City of Philadelphia a couple of years ago and witnessed the workings of a program, in which people who started out doing community service had come into full-time employment with that city. This is another opportunity to put people to work. He gets a few calls from people asking him where they can complete their court-mandated community service.

Harvey stated that we had a street sweeping program that was piloted for 2021 and \$50K was allocated for it. Ms. Church was gracious enough to find another \$50K to go toward it. That is what Mr. Garrison and Mr. Venning were talking about, and they were able to use a certain amount of the allocated funds for these code and sanitation street sweeping initiatives that help generate additional employment opportunities for people.

Venning pointed out that there are eleven days left to apply for the Orange County Summer Youth Employment Program. The information can be found online.

Councilman Shakur moved and Giselle Martinez seconded.

Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 93 - 2022 - Live Scan Machine Donation

Councilman Grice moved and Councilman Shakur seconded.

Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 94 - 2022 - Authorizing the Execution of a Settlement Agreement

Councilman Grice moved and Councilman Shakur seconded.

Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 95 - 2022 - Authorizing the Execution of a Settlement Agreement

Councilman Shakur moved and Councilman Grice seconded.

Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 96 - 2022 - Authorizing the Execution of a Settlement Agreement

Councilman Shakur moved and Councilman Grice seconded.

Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

The City Manager concluded his report.

RESOLUTION NO.: 82 - 2022

OF

APRIL 11, 2022

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE SUPPLEMENTAL AGREEMENT NO. 2 WITH WSP USA INC.
FOR ADDITIONAL RIGHT-OF-WAY ACQUISITION SUPPORT SERVICES
IN THE AMOUNT OF \$1,457.00
FOR THE REPLACEMENT OF THE WALSH ROAD BRIDGE**

WHEREAS, a Project for the Bridge Replacement of Walsh Road over Quassaick Creek (BIN 2223620) in the City of Newburgh, Orange County, PIN 8761.40 (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80% federal funds and 20% non-federal funds; and

WHEREAS, Resolution No. 143-2017 adopted by the City of Newburgh on June 12, 2017 approved and agreed to advance the Project by making a commitment of 100% of the non-federal share of costs of preliminary engineering and right-of-way incidental work by authorizing the City Manager to execute a Master Federal Aid Local Project Agreement with the New York State Department of Transportation ("NYSDOT"); and

WHEREAS, by Resolution No. 212-2017 of August 14, 2017, the City Council authorized the City Manager to execute an Agreement with WSP USA, Inc. in an amount not to exceed \$400,000.00 for design, preliminary engineering, right-of-way and construction management; and

WHEREAS, by Resolution No. 258-2021 of November 8, 2021, the City Council authorized the City Manager to execute Supplemental Agreement No. 1 with WSP USA, Inc. in the amount of \$23,073.00 for additional design, preliminary engineering, right-of-way and construction management services; and

WHEREAS, WSP USA Inc. has submitted a letter proposal for Supplemental Agreement No. 2 for additional right-of-way acquisition support services in the amount of \$1,457.00, which cost shall be derived through the Federal Aid Project PIN#8761.40 up to 80% and the remaining 20% local match from the 2016 BAN and the OCTC TIP Reserve Fund Budget; and

WHEREAS, the City of Newburgh finds that authorizing the City Manager to execute Supplemental Agreement No. 2 with WSP USA Inc. is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that the City Manager be and he is hereby authorized to execute Supplemental Agreement No. 2 with WSP USA, Inc. in the amount of \$1,457.00 for additional right-of-way acquisition services for the Bridge Replacement of Walsh Road over Quassaick Creek (BIN 2223620) in the City of Newburgh, Orange County, PIN 8761.40.



WSP USA Inc.
500 Summit Lake Drive
Suite 450
Valhalla, NY 10595
Tel: 1 914 747-1120

March 18, 2022

Mr. Jason C. Morris, PE
City Engineer
City Hall – Department of Engineering
83 Broadway
Newburgh, New York 12550

Re: Request for SA#2 to Agreement between City of Newburgh and WSP USA Inc.
Professional Engineering Services
PIN 8761.40 – Replacement of Walsh Road Bridge over Quassaick Creek

Dear Mr. Morris:

Please accept this letter as written request for an amendment to the above-referenced contract. This amendment is being prepared to capture the effort for title research and title certification on the CSX right-of-way acquisition necessary to the project work. Our right-of-way subconsultant, R.K. Hite & Co., Inc. has prepared the attached document that gives additional details on the scope and fee associated with this request.

The additional funding allocation is summarized in the table below

	Current Budget	Change	New Budget
Direct Technical Labor (WSP)*	\$358,770.25	\$0	\$358,770.25
Direct Non-Salary Costs:			
WSP out of pocket costs	\$20,612.50	\$0	\$20,612.50
Subconsultant (KSE)	\$12,593.25	\$0	\$12,593.25
Subconsultant (RKH)	\$31,097.00	\$1,457.00	\$32,554.00
TOTAL CONTRACT VALUE	\$423,073.00	\$1,457.00	\$424,530.00

**includes overhead and fixed fee multipliers*

The formal cost proposal for the above out-of-scope work attached here for your review and approval. Feel free to contact me with any questions or concerns. Thank you.

Sincerely,
WSP USA Inc.

By 
Nicole Shute, P.E.
Project Manager



87 Genesee Street
P.O. Box 130
Avon, New York 14414
Tel: (585) 226-6702
Fax: (585) 226-8067

March 8, 2022

WSP
500 Summit Lake Drive
4th Floor, Suite 450
Valhalla, NY 10595

Attention: Nicole C. Shute, P.E.

Re: PIN 8761.40 – Walsh Road over Quassaick Creek Bridge
Request for Supplemental Agreement 02
City of Newburgh, Orange County, NY

Dear Nicole:

R.K. Hite is pleased to submit the following request for a supplemental agreement for the referenced project. The supplemental agreement is necessary due to changes in the scope of services.

Scope of Services – Additional Effort

5.012 & 5.013 – Title Research and Title Certification

In the original scope of services, R.K. Hite assumed 2 properties would be impacted by the project. As the design process progressed, it was determined that the project would impact an additional property. R.K. Hite submitted a request for a supplemental agreement for the additional property. In the supplemental request, R.K. Hite assumed satisfactory evidence of title would be provided by others. Due to the fact the title documentation has not been forthcoming, R.K. Hite will complete a last owner title search and certification on the property.

Fee:

The estimated fee to complete the tasks state above is \$1,457.00. Attached is a breakdown of the estimated costs.

Thank you for your consideration in this matter. Please call with any questions or comments.

Sincerely,

R.K. Hite & Co., Inc.

Richard K. Hite, Sr.
President

Exhibit B, Page 1
 Specific Hourly Rate Schedule
 March 8, 2022 SA 02 (rev0)
 R.K. Hite & Co., Inc.

Project Title: Walsh Road over Quassaick Creek
PIN: 8761.40
City: Newburgh
County: Orange

Job Title	Hourly Rates			Overtime Category
	Current	Projected (2022)	Maximum	
Principal	\$144.00	\$148.00	\$148.00	A
Project Manager	\$106.00	\$110.00	\$110.00	A
Appraisal Reviewer	\$100.00	\$103.00	\$103.00	B
Relocation Specialist	\$100.00	\$103.00	\$103.00	B
Field Coordinator	\$77.00	\$80.00	\$80.00	B
Property Rights Specialist	\$72.00	\$75.00	\$75.00	B
Title Specialist	\$70.00	\$72.00	\$72.00	B
Title Examiner	\$72.00	\$75.00	\$75.00	B
Data Manager	\$84.00	\$87.00	\$87.00	B
Data Technician	\$68.00	\$10.00	\$10.00	B
Secretary	\$42.00	\$43.00	\$43.00	B
Title Attorney	\$125.00	\$125.00	\$100.00	A
Appraiser	\$90.00	\$90.00	\$90.00	A
EDPL Attorney	\$250.00	\$250.00	\$250.00	A

NOTE:

Hourly rates shall not exceed those shown above.

OVERTIME POLICY

Category A: No overtime compensation.

Category B: Overtime compensated at straight time rate.

Project Title: Walsh Road over
Quassaick Creek
PIN: 8761.40
City: Newburgh
County: Orange

Direct Non-Salary

R.K. HITE & CO., INC.

TASK	DESCRIPTION	TITLE ATTORNEY	APPRAISER	Closing/EDPL ATTORNEY	TOTALS
GENERAL					
1.05	Project Familiarization	0.00	0.00	0.00	0.00
1.07	Cost and Progress Reporting	0.00	0.00	0.00	0.00
	SUBTOTAL	0.00	0.00	0.00	0.00
INCIDENTAL PHASE					
5.01	Abstract Request Map and Title Search	2.00	0.00	0.00	2.00
5.02	Right of Way Survey	0.00	0.00	0.00	0.00
5.03	Right of Way Mapping	0.00	0.00	0.00	0.00
5.04	Right of Way Plan	0.00	0.00	0.00	0.00
5.05	Right of Way Cost Estimate	0.00	0.00	0.00	0.00
5.06	Public Hearings/Meetings	0.00	0.00	0.00	0.00
5.07	Property Appraisals	0.00	0.00	0.00	0.00
5.08	Appraisal Reviews	0.00	0.00	0.00	0.00
5.10	Relocation Assistance (Incidental Phase)	0.00	0.00	0.00	0.00
	SUBTOTAL	2.00	0.00	0.00	2.00
ACQUISITION PHASE					
5.09	Negotiations & Property Acquisition	0.00	0.00	0.00	0.00
5.10	Relocation Assistance (Acquisition Phase)	0.00	0.00	0.00	0.00
	SUBTOTAL	0.00	0.00	0.00	0.00
TOTAL HOURS		2.00	0.00	0.00	2.00
PROJECTED HOURLY RATE		\$125.00	\$90.00	\$250.00	
LABOR COST		\$250.00	\$0.00	\$0.00	\$250.00

EXHIBIT B, PAGE 3
 Estimate of Direct Non-Salary Cost
 R.K. Hite & Co., Inc.
 March 8, 2022 SA 02 (rev0)

Project Title: Walsh Road over Quassaick Creek
PIN: 8761.40
City: Newburgh
County: Orange

Travel, Lodging, Subsistence, Fees and Supplies

Per Diem 0 Nights @ \$154.00 /night \$0.00

Trips	Vehicle Type	No. Trips	Mile per Trip	Total Miles			
Incidental Phase							
To Site	Auto	0	360	0			
Local	Auto	0	10	0			
Acquisition Phase							
To Site	Auto	0	260	0			
Local	Auto	0	10	0			
				0	@	\$0.560	\$0.00

\$0.00

Reproduction, Drawings & Reports \$46.75

Telephone \$1.00

Postage & Deliveries \$0.00

Supplies and Miscellaneous \$3.00

Recording Fees \$0.00

TOTAL DIRECT NON-SALARY COSTS \$50.75

Project Title: Walsh Road over
Quassaick Creek

EXHIBIT B, PAGE 4
Summary
March 8, 2022 SA 02 (rev0)
R.K. HITE & CO., INC.

PIN: 8761.40
City: Newburgh
County: Orange

	<u>221 Incidental</u>	<u>222 Acquisition</u>	<u>TOTAL</u>
ITEM 1A, (estimated - subject to audit)	\$1,156.25	\$0.00	\$1,156.25
ITEM 1B (estimated - subject to audit)			
Item II, Direct Non-Salary Cost (estimated - subject to audit)	\$50.75	\$0.00	\$50.75
Item II, Direct Non-Salary Cost (Sub-Contractor Cost) (estimated - subject to audit)			
Item III, Overhead (estimated - subject to audit)			
Item IV, Fixed Fee (negotiated)			
Item II, Direct Non-Salary Cost (Title/Attorney) (estimated -subject to audit)	\$250.00	\$0.00	\$250.00
Item II, Direct Non-Salary Cost (Closing/EDPL Attorney) (estimated -subject to audit)	\$0.00	\$0.00	\$0.00
Item II, Direct Non-Salary Cost (Appraiser) (estimated -subject to audit)	\$0.00	\$0.00	\$0.00
	\$1,457.00	\$0.00	<u>\$1,457.00</u>

RESOLUTION NO.: 83 - 2022

OF

APRIL 11, 2022

**A RESOLUTION AUTHORIZING THE AWARD OF A BID TO AND
THE EXECUTION OF A CONTRACT WITH JMS OUTDOOR SOLUTIONS, LLC
FOR THE CONSTRUCTION OF SPLASH PADS AT XAVIER LUNAN AND
TYRONE CRABB PARKS IN THE AMOUNT OF \$309,333.33**

WHEREAS, by Resolution No. 199-2021 of August 9, 2021 and Resolution No. 29-2022 of February 14, 2022, the Council of the City of Newburgh authorized professional engineering services contracts with Clark Patterson Lee for two stand-alone splash pads to be located at Xavier Lunan Park and Tyrone Crabb Park; and

WHEREAS, the City of Newburgh has duly advertised for bids for the construction of 2 stand-alone splash pads to be located at Xavier Lunan Park and Tyrone Crabb Park; and

WHEREAS, 1 bid was received from JMS Outdoor Solutions LLC for the Lump Sum Bid Price of \$153,333.33 for Xavier Lunan Park, and an Add Alternate Price of \$156,000.00 for Tyrone Crabb Park, for a combined total contract amount of \$309,333.33; and

WHEREAS, funding for the construction phase of the splash pads at Xavier Lunan Park and Tyrone Crabb Park shall be derived from CD1.8686.0400.8125.2018, CD1.8686.0400.8125.2019, and CD1.8686.0400.8125.2020;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that that the bid for construction of the 2 stand-alone splash pads at Xavier Lunan Park and Tyrone Crabb Park be and it hereby is awarded to JMS Outdoor Solutions LLC in a total amount not to exceed \$309,333.33; 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.

183-22

UNOFFICIAL LOW-BID TABULATION

CITY OF NEWBURGH, NY

PROJECT NAME: Bid #5.22 - Splash Pads for Xavier Lunan and Tyrone Crabb Parks

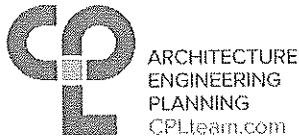
BID OPENING: Thursday, March 24, 2022 at 11:00 AM (EST)

Bid Opening Meeting: Began at 11:02 AM and closed at 11:07 AM

Present: Elizabeth Garrison, Administrative Assistant to the Commissioner of Public Works & City Engineer (Opened and read aloud Bids received); Janice Gaston, City Comptroller (Witnessed Opening of Bids received); Ryan Ciancanelli, Assistant City Comptroller (Recording of Bids received); Zakia Alam, Junior Civil Engineer (Project Manager)

This Non-Public Bid Opening was live-streamed online for public access as indicated in the Invitation for Bids.

Bidder Name	Time Stamped	Sealed and Clearly Marked	Original (Blue Ink) and Copy	Bid Form (submitted on City Form)	Addenda 1 and 2	Resolution of Board of Directors	Bidder's Qualifications Questionnaire	Affidavit of Workers' Comp (Notarized)	Non-Collusion Bidding Affidavit (Notarized)	Iranian Energy Divestment Act Affidavit (Notarized)	Form of Security (Bond on City Form or Certified Check)	Line Item 1: Lump Sum Bid Price (Xavier Lunan Splash Pad)	Line Item 2: Allowance: \$10,000.00	Total Lump Sum Bid Price (Items 1 and 2)	Add Alt. No. 1 (Tyrone Crabb Park Splash Pad)	Total Lump Sum Price and Add Alt. No. 1
JMS Outdoor Solutions LLC	3/24/22 @ 10:33 AM (by RVV)	✓	✓	✓	✓	✓	✓	✓	✓	✓	Certified Check in lieu of Bond	\$143,333.33	\$10,000.00	\$153,333.33	\$156,000.00	\$309,333.33



March 29, 2022

Jason Morris, P.E.
Commissioner of Public Works & City Engineer
City of Newburgh
83 Broadway
Newburgh, NY 12550

SUBJECT: RECOMMENDATION FOR AWARD – Splash Pad(s)

Dear Mr. Morris:

Pursuant to receipt of sealed bids on the morning of 24 March 2022 for the Splash Pad(s), our office has made a review of the bid forms, as submitted.

This project involves in general, splash pad equipment, pad, sidewalks, and associated piping for one splash pad at Xavier Lunan Park with an alternate add for a second splash pad at Tryonne Crab Park. One bid was received for the following amounts:

Base Bid	Xavier Lunan	\$153,333.33
Alternate Add	Tryonne Crab	\$156,000.00
Total		\$309,333.33

After reviewing of the scope of work and proposal submitted, it is our opinion that the bid values are reasonable and consistent with current construction costs. JMS Outdoor Solutions, LLC. have completed multiple projects our clients in the past. Their work was satisfactory and completed in a timely manner.

Based on the above, it is our recommendation that, if project funding permits, the City award the project to JMS Outdoor Solutions, LLC. If the City chooses to award the Bid, a notice of award should be forwarded to the contractor.

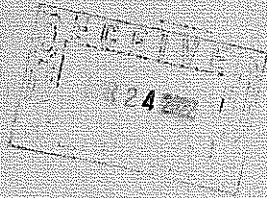
If you have questions regarding this recommendation or if you require additional information, please contact the undersigned at your convenience.

Very truly yours,

John Szarowski, P.E., CPESC, CPSWQ, CPMSM, LEED-AP
Senior Project Manager
845-686-2327

S.22 BID
Splash Pads

JMS Outdoor
Solutions LLC



RJV
10:33 A.M.
3/24/2022

6 S. Westcott Rd
Schenectady, NY 12306

SECTION 00 41 13

BID FORM

Project Identification: Splash Pad(s)

Contract Identification And Number: Bid No. 5.22

Submitted To: City of Newburgh

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

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders. This Bid will remain subject to acceptance for forty-five (45) days after the day of the submission deadline. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents as more fully set forth in the Agreement, that:

- a. BIDDER has examined and carefully studied the Notice to Bidders, Bid Documents and the following Addenda receipt of all which is hereby acknowledged:

List Addenda by Addendum Number and Date:

Addendum Number 1 3/4/22

Addendum Number 2 3/16/22

- b. BIDDER has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Work. Alternatively, in lieu of such, do solely and completely accept all risks inherent in not doing so.
- c. BIDDER is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- d. BIDDER has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities) which have been provided in paragraph 4.2 of the General Conditions. BIDDER accepts the determination set forth in paragraph 4.2 of the General Conditions of the extent of the "technical data" contained in such reports and drawings upon which BIDDER is entitled to rely as provided in paragraph 4.2 of the General Conditions. BIDDER acknowledges that such reports and drawings are not Contract Documents and may not be complete for BIDDER's purposes. BIDDER acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bid Documents with respect to underground facilities at or contiguous to the site. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.
- e. BIDDER is aware of the general nature of Work to be performed by OWNER and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

- f. BIDDER has correlated the information known to BIDDER, information and observation obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
 - g. BIDDER has given OWNER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
 - h. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and, BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
 - i. Any other representation required by Laws and Regulations.
4. BIDDER will complete the Work in accordance with the Contract Documents for the following price(s). The Lump Sum Quotation shall be the cost of the Work for the Project outlined and described in all of the Contract Documents for the work associated with Xavier Lunan Park, in place, complete. Add Alt. No. 1 is for all work associated with Tyrone Crab Park, in place, complete. The City shall make the determination post bid as to how to proceed based upon the bid proposals.

1. LUMP SUM QUOTATION, Xavier Lunan Splash Pad:

one hundred forty three thousand three hundred thirty three and	\$ 143,333.33
Written or Typed in Text	thirty three Numerical cents

2. ALLOWANCE

Ten thousand dollars	\$10,000
	Numerical

Total including the 10,000 allowance (Line 1 + Line 2)

one hundred fifty three thousand three hundred thirty three and thirty three	\$ 153,333.33
Written or Typed in Text	cents Numerical

ADD ALT. NO. 1, Tyrone Crab Park Splash Pad

one hundred fifty six thousand dollars	\$ 156,000.00
Written or Typed in Text	Numerical

5. BIDDER agrees that the Work will be substantially complete and ready for final payment in accordance with paragraph 14.13 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.
6. The following documents are attached to and made a condition of this Bid:
 - a. Resolution of Board of Directors
 - b. Non-Collusion Bidding Affidavit
 - c. Required BIDDER's Qualification Statement with supporting data
 - d. Affidavit of Workers' Compensation
 - e. Iranian Energy Sector Divestment
7. Communications concerning this Bid shall be addressed to, the address of BIDDER indicated below:

Saka Schumaker

6 South Westcott Rd

Rotterdam, NY 12306

518-852-8244

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

SUBMITTED on: March 24 2022
Month Day Year

State Contractor License No.: _____

If BIDDER is:

An Individual

By: _____
Individual's Name

Seal

Doing business as _____

Business Address: _____

Phone Number: _____

A Partnership

By: JMS Outdoor Solutions LLC
Firm Name

Seal

General Partner Jacob Schumaker - President

Business Address: 6 South Westcott Rd Schenectady, NY 12306

Phone Number: 518-852-8244

A Corporation

By: _____
Corporation Name

Seal

State of Incorporation: _____

Authorized Signatory: _____ Title: _____

Attestation: _____
Secretary

Seal

Business Address: _____

Phone Number: _____

Date qualified to do business: _____

A Joint Venture

By: _____
Individual's Name

Seal

Address: _____

By: _____
Individual's Name

Seal

Address: _____

Official Communications Address: _____

Official Communications Phone Number: _____

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

**CERTIFIED COPY OF RESOLUTION
OF**

BOARD OF DIRECTORS OF

Splash Pad(s)

Bid No. 5.22

City of Newburgh, New York

N/A

Name of Corporation

Resolved that

N/A

Authorized Signatory

N/A

Title

of

N/A

Name of Corporation

Authorized to sign and submit the Bid of the Corporation for

the following project:

Splash Pad(s)

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

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

N/A

Name of Corporation

At a meeting of its Board of Directors held on the

N/A

day of

N/A

20

By:

N/A

Title:

N/A

Seal

This form must be completed if the Bidder is a Corporation

SECTION 00 43 13.14

BIDDER'S QUALIFICATION QUESTIONNAIRE

Splash Pad(s)

Bid No. 5.22

City of Newburgh, Orange County, New York

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

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

in years: Sole Prop. for 5 years, formed LLC under same name 1 year

2. List projects of this nature that you have completed in the last three (3) years, and give the name, address and telephone number of a reference from each. Also give the completion date, the original contract bid price and the completed cost of each project listed (use additional sheet, if necessary).

2021 Deitz splashpad.	City of Kingston	Leore Kushner	116,000
2021 Crandel Park,	Queensbury NY	Leore Kusher	46,500
2021 Beter Park,	Moreau, NY	Leore Kusher	61,520
2020 Woodlawn Park	Schoectady NY	Leore Kushner	45,000
		518-603-7889	

3. List projects presently under construction by your firm, the dollar volume of the contract and the percentage completion of the contract.

Wallingford splash pad Schoectady NY
53,333 95% complete
Dave @ 716 481-0891

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

N/A

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

New Holland C332 Skid Steer
Toro TX425 Dingo mini skid steer

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

4 ton min. excavator

7. Have you ever performed work under the direction of a Professional Engineer or Registered Architect? If so, list up to three (3) such firms giving the name of the firm, its address, telephone number and the name of the project. (List most recent projects).

N/A

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

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

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

The business is a JMS Outdoor Solutions, LLC
Type of Legal Entity

The address of principal place of business is:

6 S. Westcott Rd
Schectady NY 12306

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

Jacob M. Schumaker

SECTION 00 43 15

NON-COLLUSION BIDDING AFFIDAVIT

Splash Pad(s)

Bid No. 5.22

City of Newburgh, Orange County, New York

STATE OF: New York)
) SS:

County of: Schenectady)

I, Jacob Schumaker of the Town, Village, City of Rotterdam
in the County of Schenectady and the State of New York

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

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

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

commercial or selling agencies maintained by Jms Outdoor Solution

Subscribed and sworn to Jacob Schumaker Contractor Name
President Title of Affiant

[Signature]

Signature of Affiant (in blue ink)

before me this 22nd day of March, 20 22
Notary Public of [Signature] New York State
My commission expires: April 8, 2023

Notary Signature: [Signature]

Affix Notary Seal or Stamp below

NATHAN E. WAIT
Notary Public, State of New York
No. 01WA6390069
Qualified in Schenectady County
Commission Expires April 8, 2023

This Affidavit must be completed by all Bidders

SECTION 00 43 13.15

AFFIDAVIT - WORKERS' COMPENSATION

Splash Pad(s)

Bid No. 5.22

City of Newburgh, Orange County, New York

STATE OF: New York

)

) SS:

County of: Schenectady

)

I. Jacob Schumaker of the Town, Village, City of Rotterdam

in the County of Schenectady and the State of New York

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

I am Jacob Schumaker, an officer of the firm of SMS Outdoor Solutions LLC

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

SMS Outdoor Solutions LLC

Contractor Name

Subscribed and sworn to

Jacob Schumaker

Name of Affiant

President

Title of Affiant

[Signature]

Signature of Affiant (in blue ink)

before me this 22nd day of March, 20 22

Notary Public of New York State

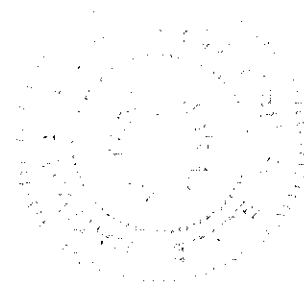
My commission expires: April 8, 2023

Affix Notary Seal or Stamp below

NATHAN E. WAIT
Notary Public, State of New York
No. 01WA6390069
Qualified in Schenectady County
Commission Expires April 8, 2023

Notary Signature:

[Signature]



SECTION 00 43 20

**Certification Pursuant to Section 103-g of the New York State General Municipal Law
IRANIAN ENERGY SECTOR DIVESTMENT ACT AFFIDAVIT**

125-129 Grand Street Underground Storage Tank Removal (PBS No. 3-172901) - Bid # 18.21

City of Newburgh, New York

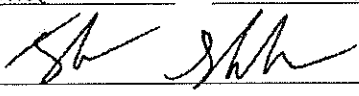
- 1 By submission of this Bid/Proposal, each Bidder/Proposer and each person signing on behalf of any Bidder/Proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- 2 A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph 1 above has not been complied with: provided, however, that in any case the Bidder/Proposer cannot make the foregoing certification set forth in Paragraph 1 above, the Bidder/Proposer shall so state and shall furnish with the Bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph 1 above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the Bid/Proposal is made, or his/her designee, may award a Bid/Proposal, on a case by case business under the following circumstances:
 - i. 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
 - ii. 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: Jacob Schumaker Title: President

Signature: 

Date: 3/22/22 Company Name: Sms Outdoor Solutions LLC

Subscribed and sworn to Jacob Schumaker President
Name of Affiant Title of Affiant


Signature of Affiant (in blue ink)

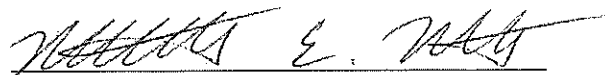
before me this 22nd day of March, 20 22

Notary Public of New York State

My commission expires: April 8, 2023

Affix Notary Seal or Stamp below

NATHAN E. WAIT
Notary Public, State of New York
No. 01WA6390069
Qualified in Schenectady County
Commission Expires April 8, 2023

Notary Signature: 

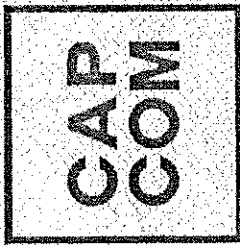
This Affidavit must be completed by all Bidders



4 Winners Circle | Albany, NY 12205
FORWARDING SERVICE REQUESTED

BID SECURITY

THIS CHECK HAS A COLORED BACKGROUND AND CONTAINS MULTIPLE SECURITY FEATURES - SEE BACK FOR DETAILS



4 Winners Circle
Albany, NY 12205

OFFICIAL CHECK

29-7327
2213

No. 0000928480

03/23/22

\$14,967.00

PAY *** Fourteen Thousand Nine Hundred Sixty-Seven Dollars and 00 Cents ***

VOID AFTER 180 DAYS

TO THE ORDER OF

CITY OF NEWBURGH

RE: BID 5.22

Caprik



⑈0000928480⑈ ⑆221373273⑆ 2301500000⑈

RESOLUTION NO.: 84 - 2022

OF

APRIL 11, 2022

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL
AND ENTER INTO AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
WITH ARCADIS OF NEW YORK INC. FOR PHASE II OF
THE COMBINED SEWER OVERFLOW LONG TERM CONTROL PLAN FOR
THE NORTH STREET SEWER SEPARATION
BETWEEN FULLERTON AVENUE AND ROBINSON AVENUE PROJECT
IN AN AMOUNT NOT TO EXCEED \$170,000.00**

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 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, Arcadis of New York, Inc. has submitted a letter proposal for professional engineering services to complete the planning and preliminary engineering for the North Street Sewer Separation between Fullerton Avenue and Robinson Avenue Project (the "Project") included in Phase II of the LTCP Schedule of Compliance; and

WHEREAS, the scope of services will include field surveys, hydrologic and hydraulic evaluation, and preparation of an engineering report and a full environmental assessment form; and

WHEREAS, funding for the cost of the services an amount not to exceed \$170,000.00 shall be derived from an allocation of American Rescue Plan Act funds; 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 engineering services agreement with Arcadis of New York, Inc. in an amount not to exceed \$170,000.00 to complete the planning and preliminary engineering for the North Street Sewer Separation between Fullerton Avenue and Robinson Avenue Project included as part of Phase II of the Long Term Control Plan for the City's Combined Sewer Collection System.

184-22



Jason Morris, PE
Commissioner of Public Works & 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: March 22, 2022

Our Ref: 30129146

Subject: **Proposal for Engineering Service for North Street Sewer Separation**

Dear Mr. Morris,

Arcadis is pleased to provide the City of Newburgh (City) with this letter proposal for planning and preliminary engineering services required to comply with the Order on Consent schedule for the City's Long Term Control Plan (LTCP). We appreciate the confidence the City has in our ability to deliver results for the improvement of critical infrastructure and regulatory compliance.

Project Understanding

The City has several separate storm sewers that discharge to combined sewers where no immediate viable drainage outfall is available. This is the case for the separate storm sewer on Robinson Avenue between Rural Lane and North Street, which ties into the combined sewer at North Street and eventually flows to Regulator No. 2. The area where this storm sewer ties into the combined sewer is reported to experience flooding issues. Providing a separate storm sewer would remove the stormwater collected along a portion of Robinson Avenue and North Street from the combined sewage flows tributary to Regulator No. 2. There is an existing outfall for a separate sewer that discharges to the City owned pond adjacent to I-84. This project will evaluate if the outfall sewer and pond have enough capacity to receive additional stormwater flow that would result from separating the storm sewer on Robinson Avenue between Rural Lane and North Street.

Task 1 – Project Kickoff and Data Review

Arcadis will schedule a kick-off meeting with the City, after reviewing available data and information already provided by the City, to confirm our understanding of City's goals and objectives of the project, as well as to discuss communication protocols, confirm deliverables, schedules, milestones, and additional data that maybe required. Prior to scheduling the project kick-off meeting with the City, Arcadis will evaluate if additional data or information is needed and will prepare and submit a request accordingly. If required, Arcadis will submit Freedom of Information Law (FOIL) requests to the applicable government agencies to gather additional technical information on the stormwater conveyance structures in the project area that are not owned by the City.

Task 2 – Field Investigation

Bathymetric Survey: Arcadis will subcontract with a woman owned business (WBE), to perform a bathymetric survey of the pond south of Interstate 84. As part of this survey, the existing bathymetry will be documented in 25-foot by 25-foot grids. The surveyor will also survey the elevation of the pond outlet.

Topographical Survey: Arcadis will subcontract with a WBE to complete an instrument field survey. The survey will depict road rights of way, surface features, topography (1-foot contour intervals), improvements, and underground utilities as marked out by Dig Safely New York (water, sewer, electric, natural gas). Elevations of the existing utilities, where access is

Mr. Jason Morris, P.E.
City of Newburgh
March 22, 2022

possible through manholes and structures, will be obtained. The survey datum will be NAVD 88 and be completed in AutoCAD format.

CCTV: Arcadis will review CCTV footage provided by the City for approximately 1,700 linear feet of 18-inch diameter combined sewer and 1,200 linear feet of 58 x 36-inch outfall sewer.

Geotechnical Borings: Subsurface soil data will be collected at up to ten (10) selected locations to facilitate the understanding of subsurface conditions by a geotechnical minority owned business enterprise (MBE) subcontractor. The subsurface explorations will be limited to 20-feet deep borings and are only intended to capture soil conditions, and if encountered, proximity to rock and the water table. Boring holes located in paved areas will be backfilled with 1-1/2 sack slurry and cold patched, while boring holes in non-paved areas will be filled with slack slurry and tailings. Prior to drilling, the geotechnical contractor will explore the intended location of each boring with Ground Penetrating Radar (GPR) to search for potential interferences that could be damaged by, or be damaging to, the drill rig. This information will be used to ascertain the proper location of each. In addition, Dig Safely, New York will be contacted to mark out the utility locations in the area to support the GPR exploration and drilling.

Task 3 – Hydrologic and Hydraulic Evaluation

The drainage area contributing flow to the combined storm sewer on Robinson Avenue between Rural Avenue and North Street and the City owned pond south of I-84 will be delineated using topographic data and the City's existing GIS information. A hydraulic model of the proposed and existing storm sewers will be developed to determine their capacity. The hydraulic analysis will be completed using Infoworks.

The hydrologic analysis will be completed using PondPack V8i (Bentley) which is an industry-standard program for producing peak flow rates for a range of standard storm events. The bathymetric data will be applied to the PondPack model to determine the capacity of the pond to receive the additional flow from the separated portion of the storm sewer. Based on the available storage capacity in the pond south of I-84, Arcadis will evaluate the need for additional storage and construction of a pond outlet structure.

Task 4 – Prepare Engineering Report

Arcadis will prepare an engineering report that will generally comply with New York State Environmental Facilities Corporation (NYS EFC) and NYS DEC requirements for regulatory approval and funding solicitation. The report will outline the evaluation and findings of the previous tasks and will include a recommendation for the proposed improvements. Arcadis will prepare a draft report for the City's review and comment. Arcadis will meet with the City to review their comments and how to address them. Arcadis will submit a final report to the NYS DEC and NYS EFC for review and approval. Arcadis will review comments received and prepare a response letter and revise the design accordingly. Arcadis will submit a final report to the City, NYS DEC, AND NYS EFC.

Task 5 – Permitting and Funding Support

Arcadis will prepare a long form environmental assessment form (EAF) for the City's consideration, expecting issuance of the Negative Declaration as an Unlisted Action. Arcadis will support the City for the solicitation of funding from state and federal sources as appropriate for the project.

Compensation

Arcadis will complete the scope of services presented herein for a total not to exceed fee of \$170,000 pursuant to a rate schedule for hours worked plus other direct costs markup of 10 percent.

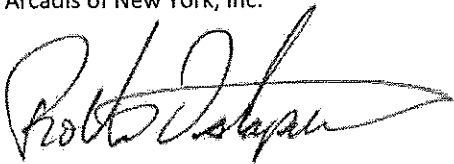
Task	Compensation
Task 1 – Project Kick-off and Data Review	\$8,000
Task 2 – Field Investigation	\$92,000
Task 3 – Hydrologic and Hydraulic Evaluation	\$35,000
Task 4 – Prepare Engineering Report	\$30,000
Task 5 –Permitting and Funding Support	\$5,000
Total	\$170,000

Schedule

Arcadis will complete the aforementioned scope on or before August 19, 2022, for submission to the NYS DEC in advance of the Order on Consent required submission date of September 4, 2022.

We look forward to continuing assisting the City of Newburgh improve its critical wastewater infrastructure and, again, appreciate the confidence you have in our people. If you have any questions, please do not hesitate to call me at 518-250-7300 at your earliest convenience.

Sincerely,
Arcadis of New York, Inc.



Robert Ostapczuk, P.E.
Vice President

Email: robert.ostapczuk@arcadis.com
Direct Line: (518) 250-7305
Mobile: (518) 810-6872

CC. A. Brooks, Arcadis

Enclosures:
Rate Schedule

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.: 85 - 2022

OF

APRIL 11, 2022

**A RESOLUTION AUTHORIZING AND ALLOCATING \$500,000.00 OF
AMERICAN RESCUE PLAN ACT OF 2021 FUNDING TO
THE NORTH STREET SEWER SEPARATION
BETWEEN FULLERTON AVENUE AND ROBINSON AVENUE PROJECT
AS PART OF THE CITY OF NEWBURGH LONG TERM CONTROL PLAN**

WHEREAS, on March 11, 2021, President Joe Biden signed into law the American Rescue Plan Act of 2021 (ARPA) which includes Coronavirus State and Local Fiscal Recovery Funds (Fiscal Recovery Funds), providing federal payments to all state, local, tribal, and territorial governments in the United States that recipients may use, among other approved uses, to make necessary investments in water and sewer infrastructure; and

WHEREAS, the City of Newburgh proposes to allocate \$500,000.00 of ARPA funds received to planning, final design and construction phases of the North Street Sewer Separation between Fullerton Avenue and Robinson Avenue Project as part of the City of Newburgh Long Term Control Plan; and

WHEREAS, the City Council finds that authorizing and allocating \$500,000.00 of ARPA funds to support the completion of the North Street Sewer Separation between Fullerton Avenue and Robinson Avenue Project as part of the City's Long Term Control Plan is in the best interests of the health, safety and welfare of the residents of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager of the City of Newburgh be and he is hereby authorized to allocate \$500,000.00 of American Rescue Plan Act of 2021 funds to the North Street Sewer Separation between Fullerton Avenue and Robinson Avenue Project as part of the City of Newburgh Long Term Control Plan; and that the City Manager is authorized to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary administer the North Street Sewer Separation between Fullerton Avenue and Robinson Avenue Project funded thereby.

RESOLUTION NO.: 86 - 2022

OF

APRIL 11, 2022

**A RESOLUTION TO AUTHORIZE THE AWARD OF A BID
AND THE EXECUTION OF A CONTRACT WITH
NEW ENGLAND WASTE SERVICES OF ME, INC.
FOR DEWATERED SLUDGE DISPOSAL SERVICES AT THE CITY OF NEWBURGH
WASTE WATER TREATMENT PLANT FOR A UNIT COST OF \$150.66 PER WET TON**

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for dewatered sludge disposal services at the City of Newburgh waste water treatment plant be and it hereby is awarded to New England Waste Services of ME, Inc. for the amount of \$150.66 per wet ton, and that the City Manager be and he is hereby authorized to enter into a contract for such work in this amount.

1-86-22

NOTICE TO BIDDERS
INVITATION FOR BIDS

for
Sludge Disposal Services – Bid No. 10.22

located at the
Wastewater Pollution Control Facility
City of Newburgh, Orange County, New York

Sealed bids will be received by the City Comptroller at 83 Broadway, 4th Floor, Newburgh, NY 12550 until 11 a.m. (local time), Tuesday, April 5, 2022, at which time they will be publicly opened and read.

The scope of services includes providing all labor, materials, machinery, tools, equipment and other means necessary and incidental to removing, transporting and disposing of sewage sludge in the form of liquid sludge, and sludge cake generated by the City of Newburgh Wastewater Pollution Control Facility (WPCF) located at 2 Renwick Street, Newburgh, New York. The initial contract term shall be for three (3) years with the option to renew the contract for two (2) additional one (1) year periods. A non-mandatory but recommended Pre-Bid Site Visit Meeting is scheduled for Thursday, March 24, 2022 at 9:30 a.m. at the WPCF.

Complete sets of the specifications and bid forms, becoming available to the public Thursday, March 17, 2022, may be viewed and downloaded at no charge by visiting the Empire State Purchasing Group website at: www.BidNetDirect.com/new-york/city-of-newburgh, selecting the "Open Solicitations" tab and title of solicitation. Vendors may have to register if visiting this site for the first time.

All Bids must be made on the official Bid Form or an exact copy by reproduction thereof and enclosed in a sealed envelope. This Bid is for unit prices as described in the Instructions to Bidders. No Bidder may withdraw his or her Bid within forty-five (45) calendar days after the actual date of the opening thereof. Each Bid must be accompanied by a bid security in the amount of five percent (5%) of the base bid in accordance with the Instructions to Bidders.

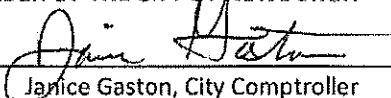
The successful Bidder will be required to furnish performance and payment bonds in the amount of ten percent (10%) of the accepted contract price. The successful Bidder will be required to comply with all provisions of the Federal Government Equal Employment Opportunity clauses issued by the Secretary of Labor on May 21, 1968 and published in the Federal Register (41CFR Part 60-1, 33 F.2 7804).

Owner reserves the right to reject any and all Bids, to waive any and all informalities and the right to disregard all nonconforming, non-responsive or Conditional Bids.

OWNER: City of Newburgh, 83 Broadway, Newburgh, New York 12550

OWNER Contact: Jason C. Morris, P.E., Commissioner of Public Works & City Engineer jmorris@cityofnewburgh-ny.gov

BY ORDER OF THE CITY OF NEWBURGH

By: 
Janice Gaston, City Comptroller

Dated: Wednesday, March 16, 2022

CITY OF NEWBURGH – AN EQUAL OPPORTUNITY EMPLOYER

Justice, Equity, Diversity and Inclusion are core values to the City of Newburgh, where there is a strong commitment to establishing and maintaining an environment free of discrimination. These values are promoted through the daily practice of professionalism, respect, acceptance and understanding. As such, City residents along with women, minorities, individuals with disabilities, members of the LGBTQ community, and veterans are encouraged to apply.

MEDIA SOURCE PUBLICATION DATE

Hudson Valley Press Wednesday, March 16, 2022

Mid-Hudson Times Thursday, March 17, 2022

INSTRUCTIONS TO BIDDERS

PROJECT IDENTIFICATION:

Project Title: Sludge Disposal Services
Bid No.: 10.22
OWNER: City of Newburgh
83 Broadway, Newburgh, New York 12550
Orange County
OWNER Contact/Engineer: City of Newburgh Engineering Department
83 Broadway, Newburgh, New York 12550
Jason C. Morris, P.E., Commissioner of Public Works & City Engineer
Jmorris@cityofnewburgh-ny.gov

Wastewater Pollution Control Facility: 2 Renwick Street, Newburgh, New York 12550

1. General Requirements.

The contractor, its agents, servants, and employees, at its expense shall obtain and maintain throughout the entire contract period, all permits, licenses and approvals necessary or required for the contractor to perform the Work and Services described herein and shall comply with all applicable federal, state, and local laws and regulations in its performance of the contract.

Owner is requesting Bids for Sludge Disposal Services for the Wastewater Pollution Control Facility located at 2 Renwick Street, Newburgh, New York 12550, owned by the City of Newburgh in Orange County.

2. Defined Terms and Definitions.

Terms used in these Instructions to Bidders are herein defined, some abbreviated, and are referenced throughout the Bid Documents. Certain terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.

Addenda – written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the Bidding Requirements or the Contract Documents.

Agreement – the written contract between Owner and Contractor covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

Bid – the offer or proposal of the Bidder submitted on the prescribed forms setting forth the prices for the Work to be performed.

Bid Documents – The Advertisement or Invitation for Bids, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

Bidder – any person, firm, corporation or *Proponent* - which shall be used interchangeably - submitting a proposal or bid to the Owner.

Bonds – Performance and Payment bonds and other instruments of security.

City – the City of Newburgh, or *Owner*, which shall be used interchangeably.

Contract Documents – The Agreement, Addenda (which pertain to the Contract Documents), Contractor's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to

Proceed, the Bonds, and these Bid Documents inclusive of the Specifications.

Contractor – the person, firm or corporation with whom Owner has entered into the Agreement.

Contract Award Amount – the money payable by Owner to Contractor for performance of sludge disposal cost. The disposal cost shall be a fixed cost per wet ton solids. This cost will be based on a solids sampling and analysis program outlined in Section 2.8.1 of the Technical Specifications herein.

Contract Period or Contract Term – the contract term specified in Section 2.6 of the Technical Specifications herein.

CY – shall mean cubic yard.

Dewatered Sludge – shall refer to the sludge that is produced in the Belt Filter Press process. The present average percent solids of this sludge are 20.0% - 24.0%. in solid for and 2-3% in liquid form

Disposal – shall mean the disposal in an approved disposal facility, or its reprocessing by the Bidder. Ownership of the sludge shall pass to the contractor when it is placed at the disposal site.

Grit - the materials removed from the headworks of the plant from mechanical screens and the non-organic materials from the conveyed grit collection system. This process is fully enclosed in the headwork's building.

Laws and Regulations; Laws or Regulations – Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.

Notice of Award – The written notice by Owner to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein, within the time specified, Owner will sign and deliver the Agreement.

Owner – the City of Newburgh, or *City*, which shall be used interchangeably.

POTW – shall refer to the Publicly Owned Treatment Works owned by the City of Newburgh.

Primary and Secondary Site Certification – shall refer to the Bidder's having both a primary and secondary site, each certified to accept municipal waste and each having adequate and sufficient disposal capacity to service the contract.

Representative (of Bidder) - shall mean an individual who is a director or officer, if Bidder is a corporation, or a partner, if the Bidder is a partnership, or a principal in the Bidder's business. Such individual shall have the authority to contract on behalf of the Bidder and to bind the Bidder to terms of the contract.

RFB – shall mean Request for Bids.

Sludge – shall mean the product generated by the City of Newburgh POTW. It shall not include any waste defined as hazardous in 40 CFR Sec. 261.3, as amended, or any radioactive waste or materials regulated under 42 USC Sec. 6921-6925, as amended, or any hazardous substances as defined in 42 USC Sec. 6901 et seq. And any regulations adopted there under or any material classed as hazardous or otherwise prohibited from landfill disposal by state law or regulation. To the extent that minimum amounts of hazardous waste included in the sludge may under applicable law and regulation be accepted for landfill disposal without special handling and without enforcing special liability, such waste shall not be excluded from the definition "sludge".

Sludge Cake – shall refer to the sludge that is produced in the Belt Filter Press process. The present average percent solids of this sludge cake is 20.0% - 24.0%. This is also referred to as **Dewatered Sludge**. The sludge cake is comprised of both Primary and secondary sludge.

Successful Bidder – the lowest, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereafter provided) makes an award.

TS – shall mean thickened primary and secondary sludge produced at the POTW.

Unit Price Work – Work to be paid for on the basis of unit prices.

Wet Tons – shall refer to the weight of the sludge that has been dewatered through the City of Newburgh Belt Filter Press process. The average percent-solids of this dewatered sludge are 20.0% - 24.0%. This is also referred to as **Sludge Cake**.

Work – the entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor and furnishings and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents.

NWPCF – shall mean the City of Newburgh Wastewater Pollution Control Facility.

3. **Copies of Bid Documents.**

Complete sets of the Bid Documents may be viewed and downloaded at no charge by visiting the Empire State Purchasing Group website at: www.BidNetDirect.com/new-york/city-of-newburgh. Prospective Bidders must obtain all Bid Documents, including Addenda and other Bid correspondence, from the Empire State Purchasing Group's website in order to be considered an official Plan Holder. Bids received from Contractors that are not considered an official Plan Holder shall not be accepted by the Owner.

Complete sets of Bid Documents must be used in preparing Bids. Owner assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.

4. **Qualification of Bidders.**

General: To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five (5) days after Bid opening upon Owner's request detailed written evidence such as financial data, previous experience, present commitments and other such data as may be called for in the Bid Documents. Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

Minimum Criteria:

- 4.1 A minimum of three (3) years operation of a sludge disposal business.
- 4.2 Ownership of, or exclusive right to use, all equipment required to perform the contract to specifications.
- 4.3 Access to an approved disposal facility with sufficient capacity to accept sludge from the Owner for the term of the contract.
- 4.4 Currently under, or previously held, contracts with at least five (5) separate references, two (2) of which must have included municipalities, governmental districts, or other public agencies to dispose of sludge.
- 4.5 Possession of all permits from any jurisdiction required for the ultimate disposal of sludge.
- 4.6 Possession of or ability to obtain all permits required by any governmental authority with jurisdiction for sludge removal including transportation thereof, pursuant to this contract.
- 4.7 Any record of administrative orders, civil penalties, permit or license suspensions or revocation, or bond forfeiture actions brought by local, state or federal jurisdictions, currently in effect or pending, for work to be performed under this contract, in the opinion of the Owner, shall be fully disclosed by Bidder in the Bidder's Qualification Questionnaire.
- 4.8 Proof of primary and secondary site certification.

5. Examination of Contract Documents and Site.

It is the responsibility of each Bidder before submitting a Bid:

- 5.1 To examine thoroughly the Contract Documents and other related data identified in the Bid Documents;
- 5.2 To visit the site to become familiar with and satisfy Bidder as to the general, local and site conditions that may affect cost, progress, performance, or furnishing of the Work;
- 5.3 To consider federal, state, and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work;
- 5.4 To study and carefully correlate Bidder's knowledge and observations with the Contract Documents and such other related data; and,
- 5.5 To promptly notify Owner of all conflicts, errors, ambiguities or discrepancies which Bidder has discovered in or between the Contract Documents and such other related documents.
- 5.6 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 5, that without exception of the Bid is premised upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences, or procedures for construction (if any) that may be shown or indicated or expressly required by the Contract Documents, the Bidder has given Owner written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Contract Documents, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

6. Interpretations and Addenda.

All questions about the meaning or intent of the Bid Documents are to be directed to the Owner in writing electronically through email to the Commissioner of Public Works & City Engineer Jason C. Morris, PE at jmorris@cityofnewburgh-ny.gov. Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by Addenda and shall be posted to the Empire State Purchasing Group website at www.BidNetDirect.com/new-york/city-of-newburgh for Bidders to download. Questions must be received on or before 12:00 PM, (local time), Friday, March 25, 2022. Questions received after this date may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda, as required, will be issued on or before Monday, March 28, 2022.

Addenda may also be issued to modify the Bid Documents as deemed advisable by Owner.

7. Bid Security.

Each Bid must be accompanied by a Bid Security made payable to Owner in an amount of five percent (5%) of Bidder's maximum Bid Price in the form of a certified or bank check, or in the form of a Bid Bond (on prescribed form attached) issued by an acceptable surety. The calculated amount for the Bid Bond shall be determined by the total sum of Bidder's per unit price for dewatered sludge disposal removal multiplied by the annual estimated quantities referenced under *Section 13. General Description of Purchase Information for Proposing Fees* in the Instructions to Bidders.

The Bid Security of Successful Bidder will be retained until such Bidder has executed the Agreement, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid Security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen (15) days after the Notice of Award, Owner may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of other Bidders whom Owner believes to have a reasonable chance of receiving the award

may be retained by Owner until the earlier of the seventh (7th) day after the Effective Date of the Agreement or the thirty-sixth (36th) day after the Bid opening, whereupon Bid Security furnished by such Bidders will be returned. Bid Security with Bids which are not competitive will be returned within seven (7) days after the Bid opening.

All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended) by the U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

8. Insurance.

8.1 Contractor shall, at his or her own cost and expense, take out and maintain for the life of the Contract and cause his or her Subcontractors to obtain and maintain for the life of their subcontracts, the following insurance:

8.1.1 **Commercial General Liability Insurance:** Commercial General Liability (CGL) with limits of insurance of not less than:

- \$1,000,000 - Each Occurrence
- \$2,000,000 - General Aggregate Limit
- \$2,000,000 - Products/Completed Operations
- \$1,000,000 - Advertising/Personal Injury
- \$10,000 - Premises Medical Payments

Contractor's CGL policy shall include the following coverages: Products/Completed Operations, Contractual Liability and Explosion, Collapse and Underground Damage.

Contractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and all additional insureds for at least one year after completion of the work.

Owner shall be included as additional insureds on the Contractor's CGL policy.

8.1.2 **Automobile Liability Insurance:** Business Automobile Liability (AL) with limits of insurance of not less than \$1,000,000, Combined Single Limit. AL coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.

Owner shall be included as additional insureds on the Contractor's AL policy. The AL coverage for the additional insured shall apply as primary and non-contributing insurance before any insurance maintained by the additional insureds.

8.1.3 **Workers' Compensation and Employer's Liability Insurance:**

Workers' Compensation (WC) as required by statute in the state where the Project is located.

Employer's Liability (EL) with limits of insurance of not less than \$500,000 each accident for bodily injury by accident and \$500,000 each employee for injury by disease.

The policy shall include an All States Coverage Endorsement. Where applicable, the U.S. Longshore and Harbor Workers' Compensation Act Endorsement shall be attached to the policy. Where applicable, the Maritime Coverage Endorsement shall be attached to the policy. Where applicable, the Stop Gap Endorsement shall be attached to the policy.

Proof of the coverage shall be provided on Form C-105.2, GSI-105.2, SI-12 or U-26.3.

8.1.4 Commercial Umbrella Liability Insurance:

Commercial Umbrella Liability (UL) with limits of insurance of not less than \$5,000,000.

8.2 Waiver of Subrogation:

Contractor waives all rights against Owner and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the CGL, UL, AL or WC and EL insurance maintained per the requirements set forth above.

8.3 Required Insurance Carriers:

All of the above insurance requirements shall be provided by an insurance carrier licensed to business in the state where the project is located and have an A.M. Best Rating of A- or better as determined by the most recent A.M. Best Publication.

8.4 Certificates of Insurance:

Within five (5) business days of the Contract being executed, Contractor shall deliver to Owner, with copies to each additional insured, Certificates of Insurance (and other evidence of insurance reasonably requested by the Owner or any other additional insured) which Contractor is required to purchase and maintain in accordance with the Contract Documents. Owner shall deliver to Contractor, with copies to each additional insured, Certificates of Insurance (and other evidence of insurance reasonably requested by the Contractor or any other additional insured) which Owner is required to purchase and maintain in accordance with the Contract Documents.

Each Certificate of Insurance shall be endorsed to provide for 30 days' notice of cancellation, non-renewal or material change to the Certificate Holder and each additional insured except where Laws or Regulations require otherwise. The endorsement shall read: "No cancellation of or change in this policy shall become effective until after thirty (30) days' notice by issuing company."

8.5 Effect of Insurance Coverage; Claims in Excess of Coverage:

Upon failure of the Contractor to furnish, deliver and maintain such insurance as required above, this Contract may, at the election of the Owner, be forthwith declared suspended, discontinued or terminated. Failure of the Contractor to take out or maintain or the taking out or maintenance of any required insurance, shall not relieve the Contractor's liability under the Contract nor shall the insurance requirements be construed to limit the obligations of indemnification or contribution.

In the event that claims in excess of the amounts provided by insurance are filed by reason of any operations under the Contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due to or become due the Contractor until such time as the Contractor shall furnish additional security covering such claims as may be determined by the Owner.

8.6 Waiver of Rights:

Owner and Contractor intend that policy purchased and maintained pursuant to paragraphs 8.1 will protect Owner, Contractor or Subcontractors and all other persons or entities to primary coverage for all losses and damages caused by the perils covered thereby. This policy shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.

8.7 Disability Benefits:

Where and as required by law, Contractor will provide disability benefits during the duration of the contract for the employees required to be covered. Proof of such coverage shall be provided on Form D-120.1, DB-820/829 or DB-155.

9. Performance and Payment Bonds:

- 9.1 Contractor shall furnish Performance and Payment Bonds, each in the amount of ten percent (10%) of the accepted Contract Price as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. The calculated amount for the bonds shall be determined by the total sum of Bidder's per unit price for dewatered sludge disposal removal multiplied by the annual estimated quantities referenced under *Section 13. General Description of Purchase Information for Proposing Fees* in the Instructions to Bidders.
- 9.2 These Bonds shall remain in effect, at a minimum, for one year after the date when the final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents.
- 9.3 All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended) by the U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
- 9.4 If the surety on any Bond furnished by Contractor files a petition in bankruptcy, becomes insolvent, is reasonably likely to become insolvent in the near future, or its right to do business is terminated in any state where any part of the Project is located, or it ceases to meet the requirements of paragraph 8.3, Contractor shall within ten (10) days thereafter substitute another bond and surety, both of which must be acceptable to Owner.

10. Contract Times.

The number of days within which, or the dates by which, the Work is to be performed shall commence April 29, 2022 and end December 31, 2024 at which time Owner shall have the option to renew Contract for two (2) additional one (1) year terms if agreed upon by both parties. If the Owner chooses to exercise the option to extend such Contract after December 31, 2024, Owner shall give Contractor written notice no later than thirty (30) days prior to such date advising of renewal term. In the event Owner should not renew Contract for additional term, the Contract shall terminate on the date provided for in the current contract.

11. Bid Form.

- 11.1 The Bid Forms are included with the Bid Documents.
- 11.2 The Bid Forms shall not be altered in any way or format.
- 11.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 11.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 11.5 All names must be typed or printed in black ink below the signature. *Except for Notary Publics*, all signatures must be executed in blue ink so as to distinguish an original from a copy.
- 11.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- 11.7 The address and telephone number for communications regarding the Bid must be shown.

- 11.8 Evidence of authority to conduct business as an out-of-state business entity in the state where the Work is to be performed shall be provided. State contractor license number, if any, must also be shown.

12. Submission of Bids.

Bids shall be submitted at the time and place indicated in the Advertisement or Notice to Bidders and shall be enclosed in an opaque sealed envelope, **clearly marked** with the Project Title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of Bidder, and accompanied by the Bid Security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

One (1) original and one (1) copy of all required Bid Forms shall be submitted together in same sealed envelope by Bidder which have been clearly marked with **Original** and **Copy**.

13. General Description of Purchase Information for Proposing Fees.

- 13.1 The City of Newburgh invites Bidders for the procurement of the disposal of sewage sludge in the form of sludge cake, generated in the NWPCF located at 2 Renwick Street in Newburgh, New York. Wastewater treatment undertaken at the facility consists of screening, grit removal, primary sedimentation, fine bubble aeration tank for activated sludge, and secondary sedimentation. Sludge processed at the NWPCF consists of thickened primary and secondary sludge. Presently, sludge is dewatered on the Belt Filter Press to an average solids content of 20.0% - 24.0%.

- 13.2 The Owner will not guarantee production of a minimum quantity of sludge under this contract. The data regarding current production may be relied upon as to technical accuracy of data, but the Owner does not warrant or represent that it is indicative of future sludge production.

- 13.3 Since the amount of sludge is being estimated based on historical information only, all Bids should be governed by the following:

13.3.1 The disposal of sludge cake under this contract is for three (3) years with the option to renew for two (2) additional one (1) year periods, if mutually agreed upon by both parties.

13.3.2 It can be assumed that the Owner will experience the need for the disposal of sludge cake at intervals consistent with their historical amounts, during the term of this contract.

13.3.3 The projected volume and tonnage of sludge per year for this contract is estimated as follows:

Sludge Cake	7,000 wet tons per year
-------------	-------------------------

- 13.4 Bidders will be required to honor the Bid Price for all sludge cake actually produced by the POTW during the contract period. For sludge cake, Bids must be expressed in **cost per wet ton** for disposal *regardless of the degree to which actual tonnage falls short of, or exceeds, the projected amount.*

- 13.5 It is the responsibility of each Bidder before submitting a Bid to visit the NWPCF to become familiar with local conditions that might affect cost, progress, performance or furnishing of the work. Before submitting a Bid, each Bidder shall, at the Bidder's own expense, make or obtain any additional examination, investigations, tests and studies and obtain any additional information and data which may affect cost, progress, performance or furnishing of the work and which the Bidder deems necessary to determine his or her Bid for performing and furnishing the work in accordance with the terms and conditions of the contract document.

- 13.6 The Bidder shall be required to provide suitable containers that adequately fit within the NWPCF sludge container building, equipment for the sludge, including necessary vehicles for its removal and transport from the NWPCF to the point of final disposal. The Bidder will furnish and use all modern equipment and adequate personnel necessary to complete the removal operations, as per this contract. In the event of the Bidder's equipment failure, the Bidder shall, within 24 hours, repair the equipment or provide a replacement to ensure that the removal of the sludge is not delayed in excess of a 24-hour period. Containers for the storage and/or transportation of sludge *must be **watertight*** to effectively control and prevent the seepage of sludge from the containers. Covers are required on containers during transport to prohibit the addition of precipitation (i.e. rain, snow) to the sludge cake. The Bidder shall be responsible for the cost of any and all modifications to the NWPCF which may be necessary to accommodate the loading of dewatered sludge. The Bidder is responsible for obtaining all permits required for the transportation and disposal of the sludge.
- 13.7 The Bidder shall provide service based upon an on-call schedule with a required response within 24 hours of notification. In the event the bidder fails to provide service within the timeframe required, an alternate provider is to be used with any cost difference being at the expense of the bidder.
- 13.8 The bidder shall provide service Monday – Friday between the hours of 6:00 AM - 4:00 PM, at a minimum.
- 13.9 The bidder shall provide service availability if needed weekends/holidays (extra fee if applicable shall be noted).
- 13.10 The bidder shall provide all certified weight tickets to the NWPCF electronically via email within 24 hours of removal of each container from the facility.
- 13.11 A monthly weight statement and invoice shall be provided by the 10th calendar day of the following month.
- 13.12 Any refusal of disposal of sludge must be accompanied by a NY accredited laboratory analysis documenting the constituent and concentration that is the cause for refusal.
- 13.13 Any damages to any City owned property by the Bidder will be repaired at the cost to the bidder.
- 13.14 No sludge container shall remain on any City property or roadway for more than 16 hours after removal. Any open containers must be closed and secured after removal from the sludge storage building.

14. Modification and Withdrawal of Bids.

- 14.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- 14.2 Where an unilateral error or mistake is discovered in a Bid, such Bid may be withdrawn after a showing of the following: (1) the mistake is known or made known to the Owner prior to the awarding of the contract or within three (3) days after the opening of the Bid, whichever period is shorter; and (2) the price Bid was based on an error of such magnitude that enforcement would be unconscionable; and (3) the Bid was submitted in good faith and the Bidder submits credible evidence that the mistake was a clerical error as opposed to a judgment error; and (4) the error in the Bid is actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of work, labor, material, goods or services made directly in the compilation of the Bid, which unintentional arithmetic error or unintentional omission can be

clearly shown by objective evidence drawn from inspection of the original work papers, documents, or materials used in the preparation of the Bid sought to be withdrawn; and (5) it is possible to place the Owner in status quo ante.

15. Opening of Bids.

Bids will be opened and read aloud publicly at the place where Bids are to be submitted. An abstract of the amounts of the base bids and major alternates (if any) shall be made available to Bidders for download after the opening of Bids on the Empire State Purchasing Group's website. Alternately, a copy of same can be provided to Bidders that attended the bid opening at the close of the meeting, upon request.

16. Bids to Remain Subject to Acceptance.

All Bids will remain subject to acceptance for forty-five (45) days after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

17. Award of Contract.

- 17.1 To the fullest extent permitted by law Owner reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, non-responsive, unbalanced, or conditional Bids and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsible or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate, to the extent permitted by law, contract terms with the Successful Bidder. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.
- 17.2 In evaluating Bids, Owner will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and any such alternates, unit prices and other data as may be requested in the Bid Form prior to the Notice of Award.
- 17.3 Owner may consider the operating costs, maintenance requirements, performance data and guarantees of major item of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.
- 17.4 Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- 17.5 If the contract is to be awarded, it will be awarded to lowest responsible Bidder whose evaluation by Owner indicates the award will be in the best interests of the Project.
- 17.6 If the contract is to be awarded, Owner will give Successful Bidder a Notice of Award within forty-five (45) days after the day of the Bid opening.

18. Signing of Agreement.

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen (15) days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds. Within ten (10) days thereafter Owner shall deliver one (1) fully signed counterpart to Contractor.

19. Pre-Bid Site Visit Meeting.

A non-mandatory but recommended Pre-Bid Site Visit Meeting will be held on Thursday, March 24, 2022 at 9:30 AM at the City of Newburgh Wastewater Pollution Control Facility located at 2 Renwick Street, Newburgh, New York 12550. Representatives of Owner and/or Engineer shall be present to discuss the Project. All Bidders are encouraged to attend and participate in the meeting. Owner will post on the Empire State Purchasing Group's website such Addenda as Owner considers necessary in response to questions arising at the meeting for all prospective Bidder's to download and review. Oral statements may not be relied upon and will not be binding or legally effective.

20. Sales and Use Taxes.

The Owner is exempt from payment of Sales and Compensating Use Taxes of the State of New York and of its cities and counties on all materials and supplies sold to the Owner pursuant to the provisions of this Contract. Those tools, machinery, and equipment or other property leased by or to the Contractor or a Subcontractor, or supplies and materials which even though they are consumed, are not incorporated into the completed project are not tax exempt. The Contractor and his or her subcontractors shall be responsible to pay all applicable taxes, including Sales and Compensating Use Taxes, on such leased tools, machinery, and equipment, or other property and upon all such unincorporated supplies and materials.

21. Iranian Energy Sector Divestment.

- 21.1 Bids shall be in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment".
- 21.2 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 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 NYS Finance Law Section 165-a(3)(b). The Bidder shall submit a signed, notarized and dated Iranian Energy Sector Divestment Certification with its Bid.
- 21.3 Said certificate is mandated by Section 103-g of the General Municipal Law. Reference the Iranian Energy Sector Divestment Certificate form included in this Bid Document.

22. Giving Notice:

Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

23. Provisions for Public Works under New York State Law – Contractor Responsibility for Spill Events:

Prevailing wage rates shall only apply in the event that a spill occurs for the time spent collecting the spilled materials and placing thereof into the containment unit. It should be noted that **original** Certified Payrolls (signed in *blue ink*) must accompany the invoice covering any service dates in which spill events have occurred (see Section **2.10 Spillage of Materials** in the Technical Specifications) and shall become a condition for payment. (See Section **24. Submission of Certified Payrolls**)

During the performance of the Contract, the CONTRACTOR agrees as follows:

- 23.1 That in the hiring of employees for the performance of work under this Contract or any subcontract hereunder, no CONTRACTOR, Subcontractor, nor any person acting on behalf of such CONTRACTOR or Subcontractor, shall by reason of age, race, creed, color, disability, sex, national origin, or marital status discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;

- 23.2 That no CONTRACTOR, SUBCONTRACTOR, nor any person on his behalf, shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Contract on account of age, race, creed, color, disability, sex, national origin, or marital status;
- 23.3 That there may be deducted from the amount payable to the CONTRACTOR by the state or municipality under this Contract, a penalty of \$50.00 for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Contract;
- 23.4 That this Contract may be canceled or terminated by the state or municipality, and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the Contract; and
- 23.5 That contracts of \$250,000.00 or more require every worker employed in the performance of a public work contract shall be certified as having completed an OSHA 10 safety training course. Training shall occur prior to performing any work on the project.
- 23.6 The aforesaid provisions of this section covering every Contract for or on behalf of the state or municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

24. Submission of Certified Payrolls.

Contractor shall in accordance with New York Labor Law Section 220(3)(a) submit to the OWNER a transcript of the original payroll record, as provided under New York Labor Law Section 220(3)(a), subscribed and affirmed as true under penalty of perjury. Failure to do so shall be a material breach of this contract.

For contracts over \$250,000, Contractor and Subcontractors shall, in accordance with New York Labor Law Section 220-H, attach a copy of proof of completion of the OSHA-10 course to the first certified payroll submitted to the contracting agency and on each succeeding payroll where any new or additional employee is first listed. Proof of completion may include but is not limited to:

- 24.1 Copies of bona fide course completion card.
- 24.2 Training roster, attendance record of other documentation from the certified trainer pending the issuance of the card.
- 24.3 Other valid proof.
- 24.4 Certification by the employer attesting that all employees have completed such course is not sufficient proof that the course has been completed.

25. Conflicts with New York State Law.

Should any provision of the General Conditions contained herein conflict with New York State law, New York State law shall control.

26. Direct Claims.

Contractor shall make no direct claim against Owner or its consultants for costs or damages arising out of, resulting from or in connection with any alleged act, error or omission by Owner's Engineer. Provided that this limitation shall not prohibit the Contractor from making such claims against the party with whom it has contracted nor prevent such party from making claims against the Owner's Engineer, except as otherwise limited in their agreements.

BID FORM

Project Identification: Sludge Disposal Services
Contract Identification and Number: Bid No. 10.22
Submitted To: City of Newburgh
83 Broadway - 4th Floor, Newburgh, NY 12550
Attn: City Comptroller

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

List Addenda by Addendum Number and Date:

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

to obtain for itself any advantage over any other BIDDER or over Owner.

h. Any other representation required by Laws and Regulations.

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

APPROXIMATE ANNUAL QUANTITY	DESCRIPTION	UNIT PRICE PER WET TON	TOTAL BID PRICE PER YEAR	TOTAL BID PRICE PER YEAR AMOUNT WRITTEN IN WORDS
			(7,000 Wet Tons x Unit Price Per Wet Ton)	
7,000 Wet Tons	Dewatered Sludge Disposal Removal	\$	\$	

*Annual CPI rate shall be added to the above-referenced Base Bid Price Per Year so as to adjust the annual contract amount(s) for contract years 2023 and 2024, and for 2025 and/or 2026 should Owner extend contract through such period of time.

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

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

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

- 7 Office Telephone: _____ Alternate Telephone: _____
Emergency Telephone: _____ Contact Person: _____
Tax Identification No.: _____

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

SUBMITTED on: _____
Month Day Year

State Contractor License No.: _____

If BIDDER is:

An Individual

By: _____

Individual's Name

Seal

Doing business as _____

Business Address: _____

Phone Number: _____

A Partnership

By: _____

Firm Name

Seal

General Partner _____

Business Address: _____

Phone Number: _____

A Corporation

By: _____

Corporation Name

Seal

State of Incorporation: _____

Authorized Signatory: _____

Title: _____

Attestation: _____

Secretary

Seal

Business Address: _____

Phone Number: _____

Date qualified to do business: _____

A Joint Venture

By: _____

Individual's Name

Seal

Address: _____

By: _____

Individual's Name

Seal

Address: _____

Official Communications Address: _____

Official Communications Phone Number: _____

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

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

Name of Corporation

Resolved that _____ , _____

Authorized Signatory

Title

of _____ Authorized to sign and submit the Bid of the Corporation for

Name of Corporation

the following project: _____

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

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

Name of Corporation

At a meeting of its Board of Directors held on the _____ day of _____, 20 _____

By: _____ Title: _____

Seal

This form must be completed if the Bidder is a Corporation

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NON-COLLUSION BIDDING AFFIDAVIT

Sludge Disposal Services

BID No. 10.22

City of Newburgh, New York

STATE OF: _____)
) SS:
County of: _____)

I, _____ of the Town, Village, City of _____
in the County of _____ and the State of _____
of full age, being duly sworn according to law on my oath depose and say that:

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

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

Contractor Name

Subscribed and sworn to _____
Name of Affiant *Title of Affiant*

Signature of Affiant (in blue ink)

before me this _____ day of _____, 20 _____

Affix Notary Seal or Stamp below

Notary Public of _____

My commission expires: _____

Notary Signature: _____

This Affidavit must be completed by all Bidders

This page has been intentionally left blank.

BID BOND

BIDDER, Name and Address:

SURETY, Name and Address of Principal Place of Business:

OWNER, Name and Address:

BID:

Due Date: _____

Project, *brief description and location*:

BOND:

Bond Number: _____

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

Penal Sum: _____

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

BIDDER:

SURETY, attached power of attorney:

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature and Title

By: _____
Signature and Title

Attest: _____
Signature and Title

Attest: _____
Signature and Title

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

BIDDER'S QUALIFICATION QUESTIONNAIRE

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

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

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

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

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

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

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

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

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

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

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

The business is a _____
Type of Legal Entity

The address of principal place of business is:

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

AFFIDAVIT - WORKERS' COMPENSATION

STATE OF: _____)

) SS:

County of: _____)

I, _____ of the Town, Village, City of _____
in the County of _____ and the State of _____
of full age, being duly sworn according to law on my oath depose and say that:

I am _____, an officer of the firm of _____
being duly sworn, deposes and says that he now carries or that he has applied for a Workers' Compensation Policy to
cover the operations, as set forth in the preceding contract, and to comply with the provisions thereof.

Contractor Name

Subscribed and sworn to

Name of Affiant

Title of Affiant

Signature of Affiant (in blue ink)

before me this _____ day of _____, 20 _____

Affix Notary Seal or Stamp below

Notary Public of _____

My commission expires: _____

Notary Signature: _____

This Affidavit must be completed by all Bidders

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

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

Name: _____ Title: _____

Signature: _____

Date: _____ Company Name: _____

Subscribed and sworn to _____

Name of Affiant

Title of Affiant

Signature of Affiant (in blue ink)

before me this _____ day of _____, 20 _____

Affix Notary Seal or Stamp below

Notary Public of _____

My commission expires: _____

Notary Signature: _____

This Affidavit must be completed by all Bidders

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**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is dated as of the _____ day of _____ in the year _____
by and between City of Newburgh (hereinafter called Owner) and _____
(hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK.

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work under the Contract Documents may be the whole or only a part is generally described as follows: providing all labor, materials, machinery, tools, equipment and other means necessary and incidental to removing, transporting and disposing of sewage sludge in the form of either liquid sludge, or sludge cake or screenings, generated by the City of Newburgh Wastewater Pollution Control Facility located at 2 Renwick Street, Newburgh, New York. The initial contract term shall be for three (3) years with the option to renew the contract for two additional one-year periods.

ARTICLE 2 – OWNER/ENGINEER.

The City Engineering Department oversees the City of Newburgh Wastewater Pollution Control Facility as well as the operations and maintenance services performed daily at the Plant by Inframark, LLC. The City Engineering Department, hereinafter called Engineer and who is to act as Owner's representative, assumes all duties and responsibilities and has the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TERM.

- 3.1 The initial contract term shall be for three (3) years, commencing January 1, 2022 through December 31, 2024.
3.2 The option to renew contract shall be for two (2) additional one (1) year term periods, if mutually agreed upon by both parties.

ARTICLE 4 - CONTRACT PRICE.

Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts below.

BIDDER will complete the Work associated with "Sludge Disposal Services" in accordance with the Contract Documents for the following price:

APPROXIMATE ANNUAL QUANTITY	DESCRIPTION	UNIT PRICE	BASE BID PRICE PER YEAR	AMOUNT WRITTEN IN WORDS
7,000 Wet Tons	Dewatered Sludge Disposal Removal	Per Wet Ton	\$ _____	

*Annual CPI rate shall be added to the above-referenced Base Bid Price Per Year so as to adjust the annual contract amount(s) for contract years 2023 and 2024, and for 2025 and/or 2026 should Owner extend contract through such period of time.

ARTICLE 5 - PAYMENT PROCEDURES.

Contractor shall submit appropriately documented invoices to the City Engineer on the 10th of each month for the prior month billing period. Invoice documentation shall also be sent electronically to the following email addresses: Jason C. Morris, City Engineer Jmorris@cityofnewburgh-ny.gov, Elizabeth Garrison, Administrative Assistant EGarrison@cityofnewburgh-ny.gov and Michael Batz, Regional Manager for Inframark Michael.Batz@inframark.com.

Invoices must reference the purchase order number provided to the Contractor by the Owner for the contract period in which each purchase order is generated.

Payment for the disposal of dewatered sludge cake shall be on a per-ton basis which is based on documentation of weight amounts before and after disposal for each load accepted and recorded by an acceptable scale with state certifications. Contractor shall prepare a summary of such monthly transactions in an Excel spreadsheet and include with invoice and loading certificates as detail for Owner's review.

Payment shall be made to the Contractor within thirty (60) days of receipt by Owner. All contract payments shall be understood to be subject to appropriation by the City of Newburgh on an annual budget basis.

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS.

In order to induce Owner to enter into this Agreement Contractor makes the following representations:

- 6.1 Contractor has examined and carefully studied the Contract Documents, including all issued Addenda and/or other related data identified in the Bid Documents including "technical data."
- 6.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 6.3 Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 6.4 Contractor 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 Contract Documents.
- 6.5 Contractor has correlated the information known to Contractor, information and observation obtained from visits to the site, reports, and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- 6.6 Contractor has given Owner written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Owner is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 - CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between Owner and Contractor concerning the Work consist of the following:

- 7.1 This Agreement.
- 7.2 Exhibits to this Agreement, if any.
- 7.3 Performance, Payment and other Bonds.
- 7.4 Notice to Proceed.
- 7.5 Technical Specifications.
- 7.6 Any Addenda issued.
- 7.7 Contractor's Bid.
- 7.8 Documentation submitted by Contractor prior to Notice of Award.

ARTICLE 8 - MISCELLANEOUS.

- 8.1 Terms used in this Agreement will have the meanings indicated in the Instructions to Bidders.
- 8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.3 Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other

party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

- 8.4 Any provisions or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.5 OTHER PROVISIONS

IN WITNESS WHEREOF, Owner, and Contractor have signed this Agreement in duplicate. One (1) counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed, initialed or identified by Owner and Contractor.

This Agreement will be effective on _____, _____

OWNER:

CONTRACTOR:

Name

Name

Address for giving notices

Address for giving notices

Seal

Seal

By: _____
Signature and Title

By: _____
Signature and Title

Attest: _____
Signature and Title

Attest: _____
Signature and Title

If Owner is a public body, attached evidence of authority to sign and resolution or other documents authorizing execution of Agreement).

License No.: _____

Agent for services of process: _____

If Contractor is a corporation, attach evidence of authority to sign.

PERFORMANCE BOND

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

CONTRACTOR:

Name: _____
Address: _____

SURITY:

Name: _____
Address: _____

OWNER:

Name: _____
Address: _____

CONTRACT:

Amount: _____

Date: _____

Description, *Name and Location*:

BOND:

Amount: _____

Date: _____

Modifications to this Bond Form: _____

CONTRACTOR AS PRINCIPAL:

Company: _____
Seal

SURETY:

Company: _____
Seal

Signature: _____ Signature: _____
Name: _____ Name: _____
Title: _____ Title: _____

- 1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction or Service Contract, which is incorporated herein by reference.
- 2 If the Contractor performs the Construction or Service Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
- 3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction or Service Contract. If the Owner and the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction or Service Contract, but such an agreement shall not waive the Owner's right, if any subsequently to declare a Contractor Default; and
 - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty (20) days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction or Service Contract or to a contractor selected to perform the Construction or Service Contract in accordance with the terms of the contract with the Owner.
- 4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1 Arrange for the Contractor, with Consent of the Owner, to perform and complete the Construction or Service Contract; or
 - 4.2 Undertake to perform and complete the Construction or Service Contract itself, through its agents or through independent contractors; or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for Contract or performance and completion of the Construction or Service Contract, arrange for a contract to be prepared for execution by the Owner and the Contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by qualified surety equivalent to the bonds issued on the Construction or Service Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances.
 - 4.4.1 after investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or
 - 4.4.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.
- 5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this bond fifteen (15) days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

- 6 After the Owner has terminated the Contractor's right to complete the Construction or Service Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction or Service Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction or Service Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction or Service Contract, the Surety is obligated without duplication for:
- 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction or Service Contract:
- 6.1.1 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
- 6.1.2 Liquidated damages, or if no liquidated damages are specified in the Construction or Service Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction or Service Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
- 8 The Surety hereby waives notice of any change, include changes of time to the Construction or Service Contract or to related subcontracts, purchase orders and other obligations.
- 9 Any proceeding, legal, or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two (2) years after Contractor Default or within two (2) years after the Contractor ceased working or within two (2) years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by the law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- 10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
- 11 When this Bond has been furnished to comply with a statutory or other legal requirements in the location where the construction or service was to be performed, any provision in this Bond conflicting with said statutory or legal requirements shall be deemed deleted here from and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
- 12 Definitions.
- 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction or Service Contract after all proper adjustments have been made, including allowance to the Contractor of any amount received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduce by all valid and proper payments made to or on behalf of the Contractor under the Construction or Service Contract.
- 12.2 Construction or Service Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction or Service Contract.
- 12.4 Owner Default: Failure of the Owner, which as neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with other terms thereof.

PAYMENT BOND

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

CONTRACTOR:

Name: _____
Address: _____

SURITY:

Name: _____
Address: _____

OWNER:

Name: _____
Address: _____

CONSTRUCTION CONTRACT:

Amount: _____

Date: _____

Description, *Name and Location*:

BOND:

Amount: _____

Date: _____

Modifications to this Bond Form: _____

CONTRACTOR AS PRINCIPAL:

Company: _____
Seal

SURETY:

Company: _____
Seal

Signature: _____

Name: _____

Title: _____

Signature: _____

Name: _____

Title: _____

- 1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction or Service Contract, which is incorporated herein by reference.
- 2 With respect to the Owner, this obligation shall be null and void if the Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies and hold harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials, or equipment for use in the performance of the Construction or Service Contract, provided the Owner has promptly notified the Contractor and the Surety of any claims, demands, liens or suits and tendered defense of such claims, demands liens or suits to the Contractor and the Surety, and provided there is not Owner Default.
- 3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
- 4 The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
- 5 Claimants who do not have a direct contract with the Contractor:
 - 5.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 - 5.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 - 5.3 Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the Owner stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
- 5 If a notice required by Paragraph 4 is given to the Contractor to the Surety that is sufficient compliance.
- 6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1 Send an answer to the Claimant, with a copy to the Owner, within forty-five (45) days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
- 7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
- 8 Amount owed by the Owner to the Contractor under the Construction or Service Contract shall be used for the performance of the Construction or Service Contract and to satisfy claims, if any, under any Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction or Service Contract area dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the Work.
- 9 The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction or Service Contract. The Owner shall not be liable for payment of any costs or expenses of

any claimant under this Bond, and shall have under this Bond no obligations to make payments to give notices on behalf of, or otherwise have obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

- 10 The Surety hereby waives notice of any change, including changes of time, to the Construction or Service Contract or to related subcontracts, purchase orders and other obligations.
- 11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction or Service Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner, or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
- 13 When this Bond has been furnished to comply with a statutory or other legal requirements in the location where the construction or service was to be performed, any provision in this Bond conflicting with said statutory or legal requirements shall be deemed deleted here from and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
- 14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
- 15 Definitions.
 - 15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials, or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction or Service, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
 - 15.2 Construction or Service Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction or Service Contract or to perform and complete or comply with other terms thereof.

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**TECHNICAL SPECIFICATIONS
FOR
SLUDGE REMOVAL SERVICES**

1. GENERAL INFORMATION

Existing Wastewater Treatment Facilities. The NWPCF is a secondary treatment facility with a dry weather flow design capacity of 9MGD and an average flow of 6.8MGD. Sludge processing consists of combined thickening of primary and secondary sludge.

- 1.1 **Sludge Thickening** - Primary and secondary sludge are pumped to a thickening tank seven (7) days per week. Depending on the volume and other operational conditions, the sludge is pumped to a Belt Filter Press. Polymer is added and the sludge is dewatered to an average of 20.0% - 24.0% solids. A belt conveyor drops the sludge from the Press Room to a sludge hauling trailer parked in the truck bay. This sludge hauling trailer is then hauled off-site for disposal by the sludge hauling Contractor.
- 1.2 **Sludge Production Volume** - Estimates of current sludge production and characteristics at the NWPCF are based on an evaluation of operating records. While annual sludge production remains fairly constant, some variation does occur.

2. GENERAL SCOPE

The pick-up point to be used by the Contractor for the term of this contract shall be the NWPCF. This contract shall include the transportation and disposal of all sludge cake generated by said plant during the term of the contract.

The sludge shall be disposed of at an approved facility. Approval shall be by the appropriate state regulatory agency of the state in which the facility is located. The Owner may require written proof of approval from the appropriate agencies before award of the contract.

Notwithstanding any projections contained in this Request for Bids, the Owner makes no commitment on the total tonnage for the term of the contract, and the Bids are invited on a "*unit cost*" per wet ton basis for dewatered sludge and per dry ton basis for grit disposal.

Bidders must submit cost proposals on either, or both, transportation and disposal costs. The Owner reserves the right to award separate contracts for dewatered sludge removal. Award is subject to City Council approval.

- 2.1 **Pick-up Frequency** - the NWPCF operates 10 hours per day. The response time for pick-ups of loads must be within the terms of this contract, so as to minimize odors and the back-up of sludge in the plant. Night pick-up is an option. The NWPCF Operator will contact the Contractor the day before to schedule the number of containers needed on that day. The Contractor will be responsible for the removal of these materials to the approved disposal site(s). The Contractor shall have available sufficient reserve trailers or containers to provide for unforeseen surge in flow, sludge production, transportation difficulties, or other adverse contingencies.
- 2.2 **Pick-up Days and Times** - the Contractor shall make pick-ups with sufficient frequency to assure that no sludge cake back-ups occur at the NWPCF. The average volume of dewatered sludge produced in any one (1) dewatering day shall be between 25 - 40 wet tons and should not exceed 50 wet ton in one day. Night time pick-up is an option. The Owner shall determine

if a sludge back-up has occurred and when such a back-up shall cause deleterious effects to the treatment process. In such a case, the Owner shall notify the Contractor of such a condition and the Contractor must respond and dispatch the requested number of vehicles within twenty four (24) hours of notification. Failure of the Contractor to respond will result in the Owner's authorization to contact other vendors to remove the necessary amount of sludge to return the NWPCF to normal operation.

- 2.3 **Materials for which Contractor is Responsible** - The Contractor will be responsible for the removal of all sludge cake as defined under *Section 2. Defined Terms and Definitions* in the Instructions to Bidders.

- 2.4 **Materials for which Contractor is Not Responsible** - Hazardous and radioactive defined, as from time to time determined under state and federal law, but not limited by their enumeration:

40 CFR Section 261.3

42 USC Section 6921 - 6925

42 USC Section 6901 et seq.

- 2.5 **Signing of Agreement** - When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen (15) days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds and Certificates of Insurance. Within ten (10) days thereafter Owner shall deliver one (1) fully signed counterpart to Contractor.

- 2.6 **Contract Period** - The dates or term during which this contract shall be performed, commences April 29, 2022 and ends on December 31, 2024 at which time the Owner shall have the option to renew this contract for two (2) additional one (1) year periods, if agreed to by both parties. In order to exercise this option, Owner shall give written notice to the Contractor no later than thirty (30) days prior to the end of the then current-contract term. In the event Owner does not renew this contract, the contract shall terminate on the date provided for in the current contract term.

- 2.7 **Annual CPI Increase** - The Successful Bidder must agree to an annual CPI increase on all prices proposed in their Bid for the remaining two (2) years of the initial three (3) year contract term. Therefore, the initial Base Bid Price(s) accepted by the Owner for the 2022 contract period shall be adjusted by the annual CPI rate released by the United States Department of Labor Statistics for the contract years 2023 and 2024, and for 2025 and/or 2026 should Owner extend contract through such period of time.

- 2.8 **Contract Payment** -

2.8.1 Payment for the disposal of dewatered sludge cake shall be on a per ton basis that is based on documentation of weight amounts before and after loading for each load accepted and recorded by an acceptable scale with state certifications.

2.8.2 Actual payment for the above identified services shall be paid monthly by the Owner within sixty (60) days receipt of appropriately documented invoices from the Contractor.

- 2.9 **No Additional Compensation** - the Contractor shall perform and provide all services under the contract and shall not be entitled to any compensation in addition to the amount provided under the contract for the term of the contract.

- 2.10 **Spillage of Materials** - If at any time materials covered under this contract are spilled onto a street or any property, whether publicly or privately owned by the Contractor, or the contents of the truck are spilled or illegally dumped onto a street or property, whether publicly or privately owned, the Contractor shall clean up the spilled or illegally dumped material immediately. The materials shall be cleaned up in compliance with all federal and state laws and regulations and in a manner so as to restore the cleanliness of the property and the safety of the occupants, and the Contractor shall pay all costs, including those to Owner for legal services, fees, fines, and penalties associated with the spillage or dumping. All spills shall be immediately reported by the Contractor to the appropriate pollution control regulatory agency in the town and state where the spill occurred within two (2) hours of actual incident. Additionally, Contractor shall immediately notify Owner's Representative of any spill incidents by telephone and email to the following individual:

Commissioner of Public Works & City Engineer Jason C. Morris, P.E.

Tel: (845) 569-7448

Email: Jmorris@cityofnewburgh-ny.gov

- 2.11 **Right of Off-Set** - Should Owner incur expenses and/or damages as a direct result of Contractor's improper performance of the contract, or should Contractor fail to perform under the contract, Owner has the right to reduce any monthly payments by the amount, hereinafter referred to as the "off-set", of incurred expenses and/or damages on a pro rata basis for each day of non-performance. Owner shall hold the off-set in escrow and will notify the Contractor within seven (7) days in writing of the specific reasons for, and the amount of, any such off-set. If the Contractor does not object in writing and with specific reasons for, and the amount of, any such off-set, the Contractor will be deemed to have waived any right or claim to the off-set. If the Contractor does object with reasons to the off set, Owner shall hold the off-set in escrow until the dispute is settled pursuant to the term of this contract.
- 2.12 **Monthly Reports** - The Contractor shall prepare and submit electronically to the NWPCF Operator the monthly billing and reports relative to the same time period. Such reports shall be due within ten (10) days of the prior month's end and contain the following information:
- 2.12.1 The contractor shall maintain an up-to-date log of collections from the NWPCF and delivery to disposal site(s) indicating pick-up date, bill of lading number, volume percent solids, weights, disposal site, and load number.
- 2.12.2 Each invoice shall be accompanied by a certification signed by the Contractor indicating the disposal site that was utilized for each load of sludge.
- 2.12.3 In addition to the foregoing, Contractor will include a copy of the written notification sent to Owner's Representative for any and all incidents of contamination that occurred as a result of spillage relative to the time period in which monthly billing and reports are being submitted.

Unofficial Bid Tabulation

City of Newburgh, NY

Project: Bid #10.22 - Sludge Disposal Services

Bid Opening: Tuesday, April 5, 2022 at 11:00 a.m., (local time)

Public Opening: Began at 11:01 AM Closed at 11:25 AM

Present from City: Elizabeth Garrison, Admin. Asst. to Comm. of PW/Engineer
Janice Gaston, City Comptroller
Ryan Ciancanelli, Asst. City Comptroller

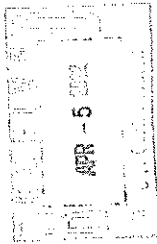
Contractors Present: Patrick Kennedy, Casella Organics
Brianna Cioffi, TAM Enterprises
John Stapleton, Denali Water Solutions

BIDDER NAME	Unit Price Per Wet Ton
Casella Organics	\$150.66
Spectraserv	\$165.00
Denali Water Solutions	\$183.96
H.I. Stone & Son, Inc.	\$184.80
TAM Enterprises	\$186.00



4 Chenell Drive, Suite 200 • Concord, NH 03301

casella.com



RW 11:57 AM 4/5/22

CITY OF NEWBURGH
SLUDGE DISPOSAL SERVICES
BID NO. 10.22 11:00AM 4/5/22

LOCATED AT THE WASTEWATER TREATMENT
CONTROL FACILITY
CITY OF NEWBURGH, ORANGE COUNTY, NEW YORK

BID FORM

Project Identification: Sludge Disposal Services
Contract Identification and Number: Bid No. 10.22
Submitted To: City of Newburgh
83 Broadway - 4th Floor, Newburgh, NY 12550
Attn: City Comptroller

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

List Addenda by Addendum Number and Date:

Addendum #1, dated March 29th, 2022

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

to obtain for itself any advantage over any other BIDDER or over Owner.

h. Any other representation required by Laws and Regulations.

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

APPROXIMATE ANNUAL QUANTITY	DESCRIPTION	UNIT PRICE PER WET TON	TOTAL BID PRICE PER YEAR	TOTAL BID PRICE PER YEAR AMOUNT WRITTEN IN WORDS
			(7,000 Wet Tons x Unit Price Per Wet Ton)	
7,000 Wet Tons	Dewatered Sludge Disposal Removal	\$ 150.66	\$ 1,054,620.00	One Million, fifty four thousand six hundred and twenty dollars.

*Annual CPI rate shall be added to the above-referenced Base Bid Price Per Year so as to adjust the annual contract amount(s) for contract years 2023 and 2024, and for 2025 and/or 2026 should Owner extend contract through such period of time.

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

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

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

Patrick Kennedy, Strategic Account Manager

Casella

755 Banfield Road, Suite 201

Portsmouth, NH 03801

- 7 Office Telephone: 973-784-3158 Alternate Telephone: 201-704-7329

Emergency Telephone: 603-290-5819 Contact Person: Patrick Kennedy

Tax Identification No.: 01-0329311

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

SUBMITTED on: April 5th 2022
Month Day Year

State Contractor License No.: 2634250

If BIDDER is:

An Individual

By: _____

Individual's Name

Seal

Doing business as _____

Business Address: _____

Phone Number: _____

A Partnership

By: _____

Firm Name

Seal

General Partner _____

Business Address: _____

Phone Number: _____

A Corporation

By: New England Waste Services of ME, Inc.

Corporation Name

Seal

State of Incorporation: _____

Maine - 10/11/1974

Authorized Signatory: _____

Robert Cappadona

Title: Vice President

Attestation: _____

Secretary

Business Address: _____

755 Banfield Road, Suite 201, Portsmouth, NH 03801

Phone Number: _____

Date qualified to do business: _____

Maine - 10/11/1974; NY 5/2/2001

A Joint Venture

By: _____

Individual's Name

Seal

Address: _____

By: _____

Individual's Name

Seal

Address: _____

Official Communications Address: _____

Official Communications Phone Number: _____

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

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of New England Waste Services of ME, Inc., it was voted that John W. Casella, President; and/or Robert Cappadona, Vice President are each authorized to execute any and all contract documents for the City of Newburgh, New York's Invitation for Bids for Sludge Disposal Services (Bid No. 10.22). In the name of and on behalf of New England Waste Services of ME, Inc., all such documents shall be valid and binding upon this company.

A True Copy Attested,

Company Name: New England Waste Services of ME, Inc.

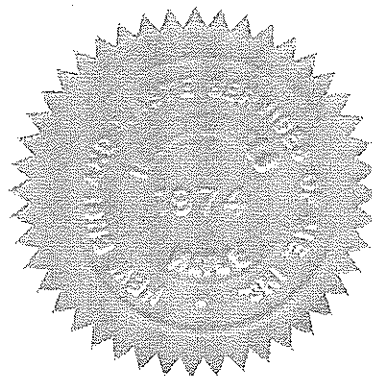
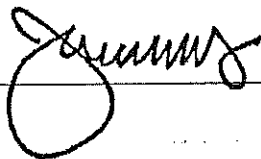
Address: 755 Banfield Road, Suite 201
Portsmouth, NH 03801

Name & Title of Signatory: John W. Casella,
President and Secretary

Date: March 30, 2022

I hereby certify that I am the Secretary of New England Waste Services of ME, Inc., and that the above vote has not been amended or rescinded and remains in full force and effect as of the date written above.

Signature: _____



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

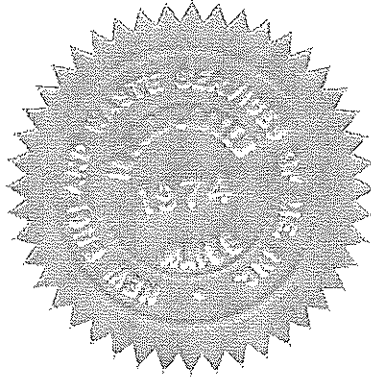
New England Waste Services of ME, Inc.

Resolved that Robert Cappadona, Vice President
Name of Corporation *Title*
Authorized Signatory
of New England Waste Services of ME, Inc. Authorized to sign and submit the Bid of the Corporation for
Name of Corporation
the following project: City of Newburgh, NY - Sludge Disposal Services
and to include in such Bid the Certificate as to Non-Collusion, and for any inaccuracies or misstatements in such Certificate this
Corporate Bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the Resolution adopted by:
New England Waste Services of ME, Inc.

At a meeting of its Board of Directors held on the 30th day of March 20 22
Name of Corporation

By: John W. Casella Title: President & Secretary



This form must be completed if the Bidder is a Corporation

NON-COLLUSION BIDDING AFFIDAVIT

Sludge Disposal Services

BID No. 10.22

City of Newburgh, New York

STATE OF: Vermont)

) SS:

County of: Rutland)

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

in the County of Rutland and the State of Vermont

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

I am John W. Casella, an officer of the firm of New England Waste Services of ME, Inc.

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

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

bonafide established commercial or selling agencies maintained by New England Waste Services of ME, Inc.

Contractor Name

Subscribed and sworn to

John W. Casella

President & Secretary

Name of Affiant

Title of Affiant

Signature of Affiant (in blue ink)

before me this 30th day of March, 20 22

Notary Public of Vermont

My commission expires: 01/31/2023

Notary Signature: Patricia Belden

Affix Notary Seal or Stamp below

Patricia Belden
Notary Public State of Vermont
Commission No. 157.0001629
Expires: January 31, 2023

This Affidavit must be completed by all Bidders

BID BOND

Bond #872665

BIDDER, Name and Address:

New England Waste Services of Maine, Inc.

755 Banfield Road, Suite 201

Portsmouth, NH 03801

SURETY, Name and Address of Principal Place of Business:

Evergreen National Indemnity Company

6150 Oak Tree Boulevard, Suite 440

Independence, OH 44131

OWNER, Name and Address:

City of Newburgh

863 Broadway, 4th Floor

Newburgh, NY 12550

BID:

Due Date: April 5, 2022

Project, brief description and location:

Bid No. 10.22 Sludge Disposal Services

BOND:

Bond Number: 872665

Date, no later than Bid Due Date: April 5, 2022

Penal Sum: Five Percent of the Total Amount Bid (\$5% TAB)

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

BIDDER:

SURETY, attached power of attorney:

New England Waste Services of Maine, Inc.
Bidder's Name and Corporate Seal

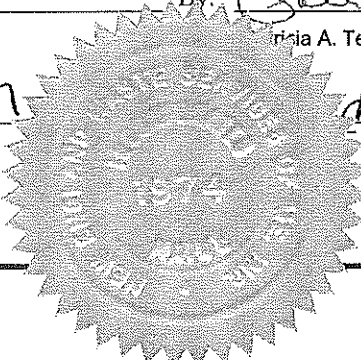
Evergreen National Indemnity Company
Surety's Name and Corporate Seal

By: Edwin D. Johnson
Vice President Signature and Title

By: Terri A. Temple
Terri A. Temple, Signature and Title Attorney-In-Fact

Attest: Melissa Stevens
Melissa Stevens, Witness Signature and Title

Hilary D. Frankenberry
Signature and Title Hilary D. Frankenberry
Witness



EVERGREEN NATIONAL INDEMNITY COMPANY
MAYFIELD HEIGHTS, OH
POWER OF ATTORNEY

POWER NO. **872665**

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

Patricia A. Temple

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

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

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

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

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

EVERGREEN NATIONAL INDEMNITY COMPANY



By:

Matthew T. Tucker, President

By

David A. Canzone, CFO

Notary Public)
State of Ohio)

SS:

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

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



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

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

State of Ohio)

SS:

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force this 5th day of April, 2022.



Wan C. Collier, Secretary



Evergreen National Indemnity Company

Certificate

2021

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

Statement of Income

Direct Written Premium	36,555,235
Reinsurance Assumed	2,129,535
Reinsurance Ceded	(21,153,515)
Net Written Premium	17,531,255
Change in Unearned	403,595
Net Earned Premium	17,934,850
Losses & LAE Incurred	3,656,478
Net Commission Expense	8,130,506
Other Expenses	3,847,382
Underwriting Gain/ (Loss)	2,300,484
Net Investment Income	1,978,236
Net Realized Capital Gains (Loss)	(320,360)
Other Income/ (Expense)	14,437
Income Before FIT	3,972,797
Federal Income Tax	652,375
Net Income	3,320,422

Balance Sheet

Assets

Invested Assets	75,433,689
Uncollected premium and agents' balances	1,188,421
Reinsurance Recoverable	227,141
Other Assets	445,841
Total Assets	77,295,092

Liabilities & Surplus

Unearned Premium Reserve	7,382,137
Loss & LAE Reserves	6,293,417
Ceded Reinsurance Payable	2,475,339
Amounts retained for others	14,608,469
Other Liabilities	3,596,587
Total Liabilities	34,355,949
Surplus	42,939,143
Total Liabilities & Surplus	77,295,092

I hereby certify that the above information is that contained in the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance for the year ending December 31, 2021.


David A. Canzone, Treasurer

BIDDER'S QUALIFICATION QUESTIONNAIRE

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

- 1 How many years has your firm been in business as a Contractor?
in years: Forty Seven Years.
- 2 List projects of this nature that you have completed in the last five (5) years, and give the name, address and telephone number of a reference from each as requested under Section 4.4 in the Instructions to Bidders. Also give the completion date, the original contract bid price and the completed cost of each project listed (use additional sheet, if necessary).
Suffolk County, NY 335 Yaphank Ave., Yaphank, NY 11980 Phone: 631-852-5221
Completion Date: 5/18/2017 (3-year contract with 2 year extension)
Rate per ton: \$95.00, Approximately 50,000 tons per year, total per year: \$4,750,000
Casella can provide additional references upon request.
- 3 List contracts presently under agreement by your firm, the dollar volume of the contract and the contract terms.
City of Ithaca, NY – Approx. \$200,000 per year. Term 12/1/18 – 11/30/23
Saratoga County, NY – Approx. \$2,800,000 per year. Term 5/1/19 – 5/31/22
Schenectady, NY – Approx. \$1,400,000 per year. Term 6/26/15 – 6/30/23
Casella can provide additional references upon request.
- 4 Work awarded to you; if so, state where and why.
Please see our written narrative. Casella has customers in more than 40 states, and we
contract with dozen of municipalities to provide service for the management of municipal sludge.
- 5 What equipment do you own that is available for this work?
Casella owns a fleet of modern solid waste hauling trucks. For this project however, we will
subcontract the hauling to our long term trust hauler, Goulet Trucking. We have attached
an equipment list from Goulet Trucking demonstrating the redundancy in equipment available
to complete the work.
- 6 What equipment do you plan to rent or purchase for this work?
None.

- 7 Provide information on any administrative orders, civil penalties, permit or license suspensions or revocations, or bond forfeiture actions brought by local, state or federal jurisdictions, currently in effect or pending, for work to be performed under this contract.
- There are no administrative orders, civil penalties, permit or license suspensions or revocations, bond forfeiture actions in effect or pending for work to be performed under this contract.
- 8 Give the name, address and telephone number of an individual who represents each of the following and whom the Owner may contact to investigate your financial responsibility: a surety, a bank, and a major material supplier.
- Casella is a publicly traded company. Our annual report can be found at the following
web address: <https://ir.casella.com/>
- 9 Provide a financial statement for your company. This should include a balance and income statement for your most recent fiscal year. A certified audit is preferred but not required. Use an insert sheet, if needed. Only three (3) lowest bidders shall submit this information (if requested by Owner) to the Owner within forty-eight (48) hours of the opening of the Bids.
- Casella's financial Statement can be found at the following web address:
<https://ir.casella.com/>
- 10 State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name of all partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that information be furnished.
- The business is a New England Waste Services of ME, Inc. d/b/a Casella
Type of Legal Entity
- The address of principal place of business is:
755 Banfield Road, Suite 201
Portsmouth, NH 03801
- The names of the corporate officers, or partners, or individual doing business under a trade:
John W. Casella, President Edmond R. Colletta, Treasurer Brian Oliver, Vice-President
John W. Casella, Secretary

RESPONSE TO CREDIT APPLICATION

Company Name: Casella Waste Systems, Inc. / New England Waste Services of ME, Inc.

Business Address: 25 Greens Hill Lane, P.O. Box 866
Rutland, VT 05702

Telephone: 802-775-0325 Fax: 802-775-6198

In Business Since: 1975

Has The Company Ever Gone Through Bankruptcy: No

Nature of Business: Waste Removal & Disposal, Recycling & Transportation Services

Federal ID#: 03-0338873(CWS)

Federal ID#: 01-0329311 (NEWSME)

Officers: John W. Casella (Chairman & CEO)
Douglas R. Casella (Sr. VP)
Edwin Johnson (President & Chief Operating Officer)
Ned Coletta (Senior Vice President & Chief Financial Officer)

Contact Person: Robert Cappadona

Bank Reference

Name & Address: Bank of America, 100 Federal St., Boston, MA 02106

Telephone: 1-888-715-1000 ext 34899 Contact Person: Sue Butler

Account No./Type: # 502-95698 (Funding/Checking)

Trade/Product Suppliers

Name & Address: Mr. Bult's Inc. 2627 E. 139th Street, Burnham, IL 60633

Email request only: rborgetti@mrbults.com

Name & Address: J & B International, 51 Hercules Drive Colchester, VT 05446

Telephone & Contact: 802-655-1000 Ed Cleary Fax# 802-655-3944

Name & Address: Noyle W. Johnson Insurance Agency, 119 River ST, Montpelier, VT 05602-0279

Telephone & Contact: 802-223-7735 Tim Ayer Fax# 802-223-7515

Surety

Evergreen National Indemnity Company

2-10	DAY	2018	Peterbilt	567	tractor	D		1XP-CDPOX5JD484800	X	3473A
2-11	DAY	2018	Peterbilt	567	tractor	D		1NPCLP0X0JD492137	X	88578
3-11	DAY	2018	Kenworth	W900B	tractor	D		1XKWDPOX4J121114	X	3492A
4-11	DAY	2018	Peterbilt	567	tractor	D		1XP-CDPOX3JD491213	X	84356
4-12	DAY	2018	Peterbilt	567	tractor	D		1XP-CDPOX5JD491214	X	84354
4-13	DAY	2018	Peterbilt	567	tractor	D		1XP-CDPOX7JD491215	X	84355
4-14	DAY	2018	Peterbilt	567	tractor	D		1XP-CDPOX9JD491216	X	88460
4-15	DAY	2018	Peterbilt	567	tractor	D		1XP-CDPOX0JD491217	X	89109
5-1	DAY	2019	Kenworth	1880	tractor	D		1XKZDPOX6KJ238907	X	59274
5-2	DAY	2019	Kenworth	1880	tractor	D		1XKZDPOX7KJ256249	X	7235A
5-3	DAY	2019	Kenworth	1880	tractor	D		1XKZDPOX3KJ256250	X	2224A
5-4	DAY	2019	Kenworth	1880	tractor	D		1XKZDPOX5KJ256251	X	81711
5-5	DAY	2019	Kenworth	1880	tractor	D		1XKZDPOX2KJ256305	X	2783A
6-6	DAY	2019	Kenworth (GVE)	1880	tractor	D		1XKZDPOX4KJ256306	X	64596
6-7	DAY	2019	Kenworth	1880	tractor	D		1XKZDPOX4KJ278452	X	6949A
6-8	DAY	2019	Kenworth	1880	tractor	D		1XKZDPOX6KJ278453	X	6950A
6-9	DAY	2019	Kenworth	1880	tractor	D		1XKZDPOX8KJ278454	X	7912A
6-10	DAY	2019	Kenworth	1880	tractor	D		1XKZDPOX0KJ278455	X	7913A
6-11	DAY	2019	Kenworth	1880	tractor	D		1XKZDPOX1KJ278456	X	7914A
6-12	DAY	2019	Kenworth	1880	tractor	D		1XKZDPOX3KJ283917	X	15598
6-13	DAY	2019	Kenworth	1880	tractor	D		1XKZDPOX5KJ283918	X	15648
6-14	DAY	2019	Kenworth	1880	tractor	D		1XKZDPOX3KJ289328	X	10818
6-15	DAY	2019	Kenworth	1880	tractor	D		1XKZDPOX5KJ289332	X	10828
6-16	DAY	2020	Kenworth	W990	tractor	D		1XK1DPOX2LJ394246	X	14688
6-17	DAY	2020	Kenworth	W990	tractor	D		1XK1DPOX4LJ394247	X	14698
6-18	DAY	2020	Peterbilt	567	tractor	D		1XP-CDPOX2LD661340	X	67619
6-19	DAY	2020	Peterbilt	567	tractor	D		1XP-CDPOX4LD661341	X	90466
6-20	DAY	2020	Kenworth	1880	tractor	D		1XKZDPOX7LJ380507	X	28258
6-21	DAY	2020	Kenworth	1880	tractor	D		1XKZDPOX9LJ380508	X	76319
6-22	DAY	2020	Kenworth	1880	tractor	D		1XKZDPOX0LJ380509	X	88443
6-23	DAY	2020	Kenworth	1880	tractor	D		1XKZDPOX7LJ380510	X	83261
6-24	DAY	2020	Kenworth	1880	tractor	D		1XKZDPOX9LJ380511	X	88442
6-25	DAY	2020	Kenworth	1880	tractor	D		1XP-CDPOX6LD661342	X	79410
6-26	DAY	2020	Peterbilt	567	tractor	D		1XP-CDPOX8LD661343	X	79407
6-27	DAY	2020	Peterbilt (GVE)	567	tractor	D		1XP-CDPOX7LD661348	X	97644
6-28	DAY	2020	Peterbilt	567	tractor	D		1XP-CDPOX0LD661344	X	92792
6-29	DAY	2020	Peterbilt	567	tractor	D		1XP-CDPOX3LD661346	X	91806
6-30	DAY	2020	Kenworth	W990	tractor	D		1XK1DPOX6LJ394248	X	28168
6-31	DAY	2020	Kenworth	W990	tractor	D		1XK1DPOX8LJ394249	X	5082A
6-32	DAY	2020	Kenworth	W990	tractor	D		1XK1DPOX4LJ394250	X	36018
6-33	DAY	2020	Kenworth	1880	tractor	D		1XKZDPOX0LJ380512	X	45838
6-34	DAY	2020	Peterbilt	567	tractor	D		1XP-CDPOX9LD661349	X	91138
6-35	DAY	2020	Peterbilt	567	tractor	D		1XP-CDPOX5LD661350	X	92556
6-36	DAY	2020	Peterbilt	567	tractor	D		1XP-CDPOX5LD661347	X	71559
6-37	DAY	2020	Peterbilt	567	tractor	D		1XP-CDPOX1LD661345	X	63275

1-01	DAY	2020	KENWORTH	W990	tractor	D		1XK1DPOX6LJ394251	X	84035	
		2021	PETERBILT	567	tractor	D		1XPCDFPX1MD739530	X	89104	
1-02	DAY	2021	PETERBILT	567	TRACTOR	D		1XPCDFPX3MD739531	ADDED ENDORSE 10/13	49458	
1-03	DAY	2021	PETERBILT	567	TRACTOR	D		1XPCDFPX3MD739532	X	92757	
1-04	DAY	2021	PETERBILT	567	TRACTOR	D		1XPCDFPX7MD739533	X	91139	
		2021	PETERBILT	567	TRACTOR	D		1XPCDFPX3MD712370	X	93758	
		2021	PETERBILT	567	TRACTOR	D		1XPCDFPX4MD712371	X	77366	
		2021	PETERBILT	567	TRACTOR	D		1XPCDFPX4MD712372	X	94148	
		2021	PETERBILT	567	TRACTOR	D		1XPCDFPX3MD712373	X	85751	
B-3		2014	Elnyer		lowbed	tl	53'	1E9316677EE111365	X		2465878
1-01		2013	Great Lakes	Pup	roll off pup		31'1"	1G9CD2423DS139242	X	127	271408C
1-02		2002	Benlee	37' 6" length	roll off		37'	1B9A137302B180064	X		271372C
1-03		2000	ESP		roll off	tdm	48'	1E9RS4826Y1229111	X		2826491
1-04		2000	ESP		roll off	tdm	48'	1E9RS4828Y1229112	REMOVED ENDORSE 10/02		2826492
1-06		2011	Dragon		roll off	tdm	48'	1D9SH482XBC661693	X		271409C
1-07		2012	Dragon		roll off	tdm	48'	1D9SH482XC661890	X		271410C
1-08		2018	Benlee		roll off	tdm	48'	1B9D14821JB180016	X		2831378
1-09		2020	Benlee		roll off	tdm	48'	1B9D14826JB180211	X		2940498
1-10		2020	Benlee		roll off	tdm	48'	1B9D14828JB180212	X		2941497
1-11		2000	Great Dane		box	tdm	48'	1GRAA9620YB093803	X		271373C
1-12		2000	Great Dane		box	tdm	48'	1GRAA9621YB093826	X		271374C
F-1		2019	Titan		flipper	tdm	48'	21VIP4827KD000004	X		2830622
F-2		2019	Titan		flipper	tdm	48'	21VIP4829KD000005	X		2830623
F-3		2020	Titan		flipper	tdm	48'	21VIP4823LD000034	X		2939391
F-4		2020	Titan		flipper	tdm	48'	21VIP4825LD000035	X		2939392
F-5		2020	Titan		flipper	tdm	48'	21VIP4827LD000036	X		2939393
F-6		2020	Titan		flipper	tdm	48'	21VIP4820LD000037	X		2939394
F-7		2020	Titan		flipper	tdm	48'	21VIP4820LD000038	X		2939395
F-8		2020	Titan		flipper	tdm	48'	21VIP4822LD000039	X		2939396
F-9		2020	Titan		flipper	tdm	48'	21VIP4829LD000040	X		2939397
1-10		2020	Titan		flipper	tdm	48'	21VIP4820LD000041	X		2939398
1-11		2020	Titan		flipper	tdm	48'	21VIP4822LD000042	X		2939399
1-12		2020	Titan		flipper	tdm	48'	21VIP4824LD000043	X		2939400
F-18		2005	2005 MAC		livestock	tl	48'	5MAMN48265C008439	REMOVED ENDORSE 10/02		271375C
F-21		2008	2008 Mac		livestock		48'	5MAMN48248C014504	X		2826494
F-23		2008	2008 Mac		livestock		48'	5MAMN48288C014506	X		2826495
F-36		2013	2013 MAC		livestock		48'	5MAMN4828DC025483	X		2465873
F-37		2013	2013 MAC		livestock		48'	5MAMN4829DC025489	X		2465872
F-38		2013	2013 MAC		livestock		48'	5MAMN4826DC025482	X		2826524
											2850
F-39		2013	2013 MAC		livestock	tdm	48'	5MAMN4825DC025487	X		2826525

F-93		2020	TITAN		live/foor	tri	50'	2TVVF5031LD000295	X	2943837
F-94		2020	TITAN		live/foor	tri	50'	2TVVF5033LD000296	X	2943838
-16		2002	2002 Mac		dump	tri	36'	5MADA36372C005191	X	271385C
-21		2000	2000 Mac		dump	tri	36'	5MADA36331C003849	X	271386C
-22		2002	2002 Mac		dump	tri	36'	5MADA36392C005418	X	271387C
-23		2002	2002 Mac		dump	tri	36'	5MADA36382C005542	X	271388C
-28		2003	2003 East		dump	tri	36'	1E1D213803RL32750	X	2465871
-30		2004	2004 Mac		dump	tri	36'	5MADA36394C007494	X	271391C
								E-MAILED PAULINE 03/05		
35		2005	2005 Mac		dump	tri	36'	5MADA36385C008329	X	271393C
36		2005	2005 Mac		dump	tri	35'	5MADA36385C009174	X	271394C
37		2005	2005 Mac		dump	tri	35'	5MADA36385C009175	X	271395C
38		2005	2005 Mac		dump	tri	36'	5MADA36355C009132	X	271396C
39		2005	2005 Mac		dump	tri	36'	5MADA36375C009133	X	271397C
41		2006	2006 Mac		dump	tri	36'	5MADA36356C010628	X	271399C
42		2006	2006 Mac		dump	tri	36'	5MADA36366C010629	X	271400C
43		2006	2006 Mac		dump	tri	36'	5MADA36326C010630	X	271401C
46		2006	2006 Mac		dump	tri	36'	5MADA36356C011581	X	271402C
47		2006	2006 Mac		dump	quad	36'	5MADA36356C011582	X	271403C
48		2008	2008 Mac		dump	tri	36'	5MADN3638C013976	X	2826497
50		2008	2008 Mac		dump	tri	36'	5MADN36358C015053	X	2826499
51		2008	2008 Mac		dump	tri	36'	5MADN36378C015054	X	2826500
52		2008	2008 Mac		dump	tri	36'	5MADN36398C015055	X	2826501
54		2009	2009 Mac		dump	tri	36'	5MADN36398C017981	X	2826502
59		2009	2009 Mac	NAR40NF68-2001	dump	tri	40'	5MADN40229A017989	X	271413C
60		2009	2009 Mac	NAR40NF68-2001	dump	tri	40'	5MADN40229A017990	X	271414C
61		2009	2009 Mac	NAR40NF68-2001	dump	tri	40'	5MADN40209A017991	X	271415C
62		2009	2009 Mac	NAR40NF68-2001	dump	tri	40'	5MADN40229A017992	X	271416C
65		2009	2009 Mac		dump	tri	40'	5MADN40289A017995	X	271419C
66		2009	2009 Mac		dump	tri	40'	5MADN40229A017996	X	271420C
67		2009	2009 Mac		dump	tri	40'	5MADN40219A017997	X	271421C
70		2009	2009 Mac		dump	tri	36'	5MADN36389C017983	X	2826503
								E-MAILED PAULINE 02/18		
73		2005	2005 East		dump	tri		1E1F9U2825RL35771	X	271404C
74		2006	2006 Mac		dump	tri	37'	5MADN37386C010134	X	2826504
79		2011	2011 Mac		dump	tri	39'	5MADN39238C019354	X	2826507
80		2011	2011 Mac		dump	tri	36'	5MADN36338C019660	X	2826508
81		2011	2011 Mac		dump	tri	36'	5MADN36308C020846	X	2826509
84		2012	2012 Mac		dump	tri	36'	5MADN3634CC021385	X	2826512
85		2012	2012 Mac		dump	tri	36'	5MADN3636CC021386	X	2826513
86		2012	2012 East		dump	tri	39'	1E1F9U28XCRD46220	X	271425C

1-87	2012	2012 Mac		dump	tri	36'	5MADN3633CC022026	X		271426C
1-88	2012	2012 Mac		dump	tri	36'	5MADN3633CC022027	X		271427C
1-89	2012	2012 East		dump	tri	36'	1E1F9S385CRG46508	X		271428C
1-90	2012	2012 East		dump	tri	36'	1E1F9S387CRG46509	X		271429C
1-91	2012	2012 Mac		dump	tri	36'	5MADN3638CC022382	X		271430C
1-92	2011	2011 East		dump	tdm	39'	1E1F9U286BRE45003	E-MAILED PAULINE 02/18		271431C
1-93	2012	2012 East		dump	tdm	39'	1E1F9U288GRE46221	E-MAILED PAULINE 02/18		271432C
1-96	2012	2012 Mac		dump	tdm		5MADN4023CC022906	X		271435C
1-97	2012	2012 East		dump	tri	36'	1E1F9S380CRA47371	X		2826515
1-98	2012	2012 East		dump	tri	36'	1E1F9S382CRA47372	X		2826516
1-99	2012	2012 East		dump	tri	36'	1E1F9S384CRA47373	X		2826517
1-100	2013	2013 Mac		dump	tri	36'	5MADN3638CC0226231	X		2826518
1-101	2013	2013 Mac		dump	tri	36'	5MADN3639DC0226292	X		2826519
1-102	2013	2013 East		dump	tri	36'	1E1F9S381DR049032	X		2826485
1-103	2013	2013 East		dump	tri	36'	1E1F9S383DR049033	X		2826486
1-104	2013	2013 East		dump	tri	36'	1E1F9S385DR049034	X		2826487
1-105	2013	2013 East		dump	tri	36'	1E1F9S387DR049035	X		2826488
1-106	2011	2011 East		dump	tri	36'	1E1F9S384BRH45268	X		2826527
1-107	2014	2014 Mac		dump	tri	36'	5MADN3638EC028939	X		271411C
1-108	2014	2014 Mac		dump	tri	36'	5MADN3634EC028940	X		271422C
1-109	2014	2014 Mac		dump	tri	36'	5MADN3638EC028941	X		271423C
1-110	2014	2014 East		dump	tri	36'	1E1F9S382ER050952	X		271433C
1-111	2014	2014 Rhodes		dump	tri	36'	1A9AD363XEP432545	X		271412C
1-112	2014	2014 EAST		dump	tri	36'	1E1F9S384ER050953	X		271406C
1-113	2015	2015 East		dump	tri	36'	1E1F9S381FR051737	X		271392C
1-114	2015	2015 East		dump	tri	36'	1E1F9S383FR051738	X		271417C
1-115	2015	2015 East		dump	tri	36'	1E1F9S385FR051739	X		2826520
1-116	2015	2015 East		dump	tri	36'	1E1F9S381FR051740	X		2826521
1-117	2015	2015 East		dump	tri	36'	1E1F9S383FR051741	X		2826522
1-118	2009	2009 East		dump		40'	1E1F9U2879RF43550	X		2826498
1-119	2007	2007 East		dump		39'	1E1F9U2887RM41281	X		271377C
1-120	2015	2015 Trailstar		dump	tri	36'	419FC36C9F110271	X		271418C
1-121	2015	2015 Trailstar		dump	tri	36'	419FC36C2G110288	X		2067398
1-122	2015	2015 Trailstar		dump	tri	36'	419FC36C6F110292	X		2572
1-123	2015	2015 Trailstar		dump	tri	36'	419FC36C8F110293	X		2826476
1-124	2015	2015 Trailstar		dump	tri	36'	419FC36CXF110294	X		2826477
1-125	2015	2015 Trailstar		dump	tri	36'	419FC36C1F110295	X		2826478
1-126	2015	2015 Trailstar		dump	tri	36'	419FC36C3F110296	X		2826479
1-127	2015	2015 Trailstar		dump	tri	36'	419FC36C5F110297	X		2826480
1-128	2015	2015 Trailstar		dump	tri	36'	419FC36C7F110298	X		2826481
1-129	2015	2015 Trailstar		dump	tri	36'	419FC36C9F110299	X		2826482
1-130	2015	2015 Trailstar		dump	tri	36'	419FC36C1F110300	X		2067399
1-131	2015	2015 Trailstar		dump	tri	36'	419FC36C3F110301	X		2067400
1-132	2016	2016 East		dump	spread	40'	1E1F9U287GR054513	X		2092285
1-133	2016	2016 East		dump	spread	40'	1E1F9U289GR054514	X		2092286

-134	2016	2016 East		dump	spread	40'	1E1F9U280GR054515	X		20592307	257
-135	2016	2016 East		dump	fr	38'	1E1F9T384GR057927	X		20592308	257
-136	2016	2016 East		dump	fr	38'	1E1F9T388GR057928	X		20592309	257
-137	2016	2016 East		dump	fr	38'	1E1F9T388GR057929	X		20592310	257
-138	2012	2012 East (MURDOCK)		dump	fr	36'	1E1F9S388CRM47370	X		271434C	
-139	2016	2016 East		dump	fr	36'	1E1F9S387GR056538	X		207098C	257
-140	2016	2016 East		dump	fr	36'	1E1F9S389GR056539	X		207099C	257
-141	2016	2016 East		dump	fr	40'	419FC4087G1110390	X		2070991C	257
-142	2017	2017 East		dump	fr	38'	1E1F9T388HR059688	X		2649428	
-143	2017	2017 East		dump	fr	38'	1E1F9T388HR059689	X		2649429	
-144	2017	2017 East		dump	fr	38'	1E1F9T387HR059690	X		2649430	
-145	2017	2017 East		dump	fr	38'	419FC38CXH1110781	X		2649431	
-146	2017	2017 Trillstar		dump	fr	37'	419DA37D2H1110782	X		2649432	
-147	2017	2017 Trillstar		dump		37'	419DA37D4H1110783	X		2649433	
-148	2018	2018 Trillstar		dump	fr	38'	419FC38C7J1110940	X		2918403	
-149	2018	2018 Trillstar		dump	fr	38'	419FC38C9J1110941	X		2918404	
-150	2018	2018 Trillstar		dump	fr	38'	419FC38C0J1110942	X		2918405	
-151	2019	2019 Trillstar		dump	fr	40'	419FC4086K1110129	X		2826506	
-152	2019	2019 Trillstar		dump	fr	38'	419FC38C5K1110162	X		2829908	
-153	2019	2019 Trillstar		dump	fr	38'	419FC38C7K1110163	X		2829966	
-154	2019	2019 Trillstar		dump	fr	38'	419FC38C9K1110164	X		2829967	
-155	2019	2019 Trillstar		dump	fr	38'	419FC38C5K1110257	X		2829873	
-156	2021	2019 Trillstar		dump	fr	38'	419FC38C7K1110258	X		2928074	
-157	2021	EAST	GENESIS	FRAMELESS DUMP	fr	39'	1E1F9U283MR073326			2632588	
-158	2021	EAST	GENESIS	FRAMELESS DUMP		39'	1E1F9U281MR073327			2632578	
-159	2021	EAST	GENESIS	FRAMELESS DUMP		39'	1E1F9U283MR073328			2632568	

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AFFIDAVIT - WORKERS' COMPENSATION

STATE OF: Vermont)

) SS:

County of: Rutland)

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

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

I am John W. Casella, an officer of the firm of New England Waste Services of ME, Inc.

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

New England Waste Services of ME, Inc.

Contractor Name

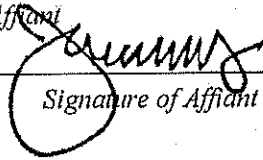
Subscribed and sworn to

John W. Casella

President & Secretary

Name of Affiant

Title of Affiant


Signature of Affiant (in blue ink)

before me this

30th day of March, 20 22

Affix Notary Seal or Stamp below

Notary Public of

Vermont

My commission expires:

01/31/2023

Notary Signature:



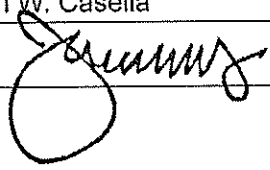
Patricia Belden
Notary Public State of Vermont
Commission No. 157.0001629
Expires: January 31, 2023

This Affidavit must be completed by all Bidders

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

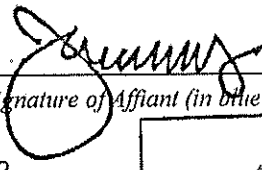
- 1 By submission of this Bid/Proposal, each Bidder/Proposer and each person signing on behalf of any Bidder/Proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Bidder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

Name: John W. Casella Title: President & Secretary

Signature: 

Date: 3/30/22 Company Name: New England Waste Services of ME, Inc.

Subscribed and sworn to John W. Casella President & Secretary
Name of Affiant Title of Affiant


Signature of Affiant (in blue ink)

before me this 30th day of March, 20 22

Notary Public of Vermont

My commission expires: 01/31/2023

Notary Signature: Patricia Belden

Affix Notary Seal or Stamp below
Patricia Belden
Notary Public State of Vermont
Commission No. 157.0001629
Expires: January 31, 2023

This Affidavit must be completed by all Bidders



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 7 Park Central 12750 Merit Drive, Suite 1000 Dallas TX 75251	CONTACT NAME: Maria Hines PHONE (A/C No. Ext): 972-663-6174 E-MAIL ADDRESS: maria_hines@ajg.com FAX (A/C No.): 972-663-6075	
New England Waste Services of ME, Inc. 755 Banfield Road Portsmouth, NH 03801	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: XL Insurance America, Inc.	24554
	INSURER B: Lloyd's Syndicate 3623 (Beazley Furlong Limited)	
	INSURER C: Lloyds' Syndicate 2623/623 (Beazley Furlong Ltd)	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 1079843639

REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	CLAIMS-MADE ☐ OCCUR ☐						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COM/PO/ AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐						BODILY INJURY (Per accident) \$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐						PROPERTY DAMAGE (Per accident) \$
							\$
A	X UMBRELLA LIAB X OCCUR			US00075159L121A	4/30/2021	4/30/2022	EACH OCCURRENCE \$10,000,000
	EXCESS LIAB ☐ CLAIMS-MADE ☐						AGGREGATE \$45,000,000
	DED ☒ RETENTION \$10,000						See participation bel \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N ☒ N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
C	Pollution Liability			W1E7A2210501	4/30/2021	4/30/2022	Pollution Each Claim \$15,000,000
B	Contractors Professional Liability			W1E7A8210501	4/30/2021	4/30/2022	Pollution Aggregate \$15,000,000 E&O Limit/Aggregate \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

When coverage for additional insured, waiver, and primary, non-contributory is included in underlying General Liability, Auto, and Work Comp policies, the umbrella follows form per endorsement CUU 050-0805 for all applicable parties. Umbrella does not cover over pollution policy. Pollution limits do not stack.

Umbrella Participating carriers: XL Insurance American, Inc., Everest Indemnity XC5EX01311-211; Endurance American Specialty Insurance Co., XSC30001047302; Westchester Surplus Lines Insurance Co G7180334A002; Landmark American Insurance Co LHA093857; Lexington Insurance Co., 18303159 Great American Assurance Co. EXC3847506

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/29/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Noyle W Johnson Insurance 119 River Street P.O. Box 279 Montpelier VT 05601-0279		CONTACT NAME: Amanda Mercier PHONE (A/C, No, Ext): (802) 223-8072 FAX (A/C, No): (802) 223-7515 E-MAIL ADDRESS: casella@nwjinsurance.com	
INSURED New England Waste Services of ME, Inc. 755 Banfield Road Portsmouth NH 03801		INSURER(S) AFFORDING COVERAGE INSURER A: Lexington Insurance Co. NAIC # 19437 INSURER B: Old Republic Insurance Co. 24147 INSURER C: The Cincinnati Casualty Company 28665 INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: NEWSVT Concord 22#1

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	☒	☒	082695204	04/30/2021	04/30/2022	EACH OCCURRENCE \$ 3,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 4,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC						PRODUCTS - COM/OP/AGG \$ 3,000,000
	OTHER:						\$
B	AUTOMOBILE LIABILITY	☒	☒	MWTB 311995 22	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS ☒ SCHEDULED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☒ MCS-90						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED ☐ RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	☐	☐	MWC 311994 22	01/01/2022	01/01/2023	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Excess Auto Liability			MWEX 315503 21	04/30/2021	04/30/2022	\$2M Excess \$9M Auto Liability 2,000,000
C	Excess Auto Liability			EXS0575546	04/30/2021	04/30/2022	\$3M Excess \$7M Auto Liability 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Newburgh is Additional Insured under the General Liability and Auto Liability Policies on a Primary and Non-Contributory basis where required by written contract subject to the terms and conditions of each policy. Waiver of Subrogation applies in favor of the Certificate Holder where required by written contract. 30-Day Notice of Cancellation applies.

CERTIFICATE HOLDER**CANCELLATION**

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Timothy Ayer/AMANDA

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Workers'
Compensation
Board

CERTIFICATE OF INSURANCE COVERAGE DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only) CASELLA WASTE MANAGEMENT OF N.Y., INC. 25 GREENS HILL LANE RUTLAND, VT 05701 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)	1b. Business Telephone Number of Insured 802 772 2280 1c. Federal Employer Identification Number of Insured or Social Security Number 141794819
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) City of Newburgh 83 Broadway, 4th Floor Newburgh, NY 12550	3a. Name of Insurance Carrier First Unum Life Insurance Company 3b. Policy Number of Entity Listed in Box "1a" 548956 3c. Policy effective period 03/31/2022 to 03/31/2023

4. Policy provides the following benefits:

- ☒ A. Both disability and paid family leave benefits.
☐ B. Disability benefits only.
☐ C. Paid family leave benefits only.

5. Policy covers:

- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 3/31/2022

By

Zoe Travis

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 1-800-ASK-UNUM

Name and Title Zoe Travis DBL Specialist

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____

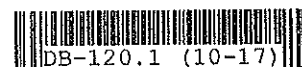
By _____

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____

Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.



Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.



**Workers'
Compensation
Board**

**CERTIFICATE OF
NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

1a. Legal Name & Address of Insured (use street address only) New England Waste Services, Inc. 755 Banfield Lane Portsmouth, NH 03801 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)	1b. Business Telephone Number of Insured 207-781-5794 1c. NYS Unemployment Insurance Employer Registration Number of Insured 48-56167 1d. Federal Employer Identification Number of Insured or Social Security Number 03-0338865
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) City of Newburgh 83 Broadway 4th Floor Newburgh, NY 12550	3a. Name of Insurance Carrier Old Republic Insurance Company 3b. Policy Number of entity listed in box "1a" MWC 311994 22 3c. Policy effective period 01/01/2022 to 01/01/2023 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? ☒ YES ☐ NO

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Audrey Macie
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Audrey L. Macie 3/30/2022
(Signature) (Date)

Title: Licensed Agent for Old Republic Insurance Company

Telephone Number of authorized representative or licensed agent of insurance carrier: (802) 223-7735

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

RESOLUTION NO.: 87 - 2022

OF

APRIL 11, 2022

**A RESOLUTION ACCEPTING A PROPOSAL AND AUTHORIZING
THE CITY MANAGER TO EXECUTE A CONTRACT WITH
RYAN BIGGS CLARK DAVIS ENGINEERING & SURVEYING, D.P.C.
FOR PROFESSIONAL ENGINEERING SERVICES
FOR A CONCRETE CONDITION ASSESSMENT OF
THE PRIMARY AND SECONDARY CLARIFIER TANKS AND THE INFLUENT AND
EFFLUENT CHANNELS AT THE WASTEWATER TREATMENT PLANT
IN AN AMOUNT NOT TO EXCEED \$45,000.00**

WHEREAS, as the City of Newburgh continues to assess the existing conditions and plan for future improvement projects at the Wastewater Treatment Plant ("WWTP"), it is prudent to evaluate the condition of the primary and secondary clarifier tanks and the influent and effluent channels located at the WWTP; and

WHEREAS, the City solicited and received a proposal from Ryan Biggs Clark Davis Engineering & Surveying, D.P.C. for professional engineering services for a concrete condition assessment of the primary and secondary clarifier tanks and the influent and effluent channels at the WWTP; and

WHEREAS, such engineering services shall include a complete structural investigation and condition assessment of the tanks and channels through visual observation and non-destructive evaluation of the condition of the existing concrete tank structures and preparation of a report of findings and recommendations; and

WHEREAS, the cost of such proposal shall not exceed \$45,000.00 and the funds shall be derived from G.8130.0200; and

WHEREAS, this Council finds that entering into a contract with Ryan Biggs Clark Davis Engineering & Surveying, D.P.C. based on the foregoing 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 a contract with Ryan Biggs Clark Davis Engineering & Surveying, D.P.C., for professional engineering services for a concrete condition assessment of the primary and secondary clarifier tanks and the influent and effluent channels at the City of Newburgh Wastewater Treatment Plant in an amount not to exceed \$45,000.00.



March 29, 2022

Jason Morris
City of Newburgh
123 Grand Street
Newburgh, NY 12550

**Re: Newburgh WWTP Concrete Evaluation Phase II, Newburgh, NY
Ryan Biggs | Clark Davis Proposal P12803-1**

Dear Mr. Morris:

We are pleased to submit this proposal for limited professional services to be performed for the evaluation of selected concrete structures at the existing City of Newburgh Water Pollution Control Plant located near the corner of River Street and Renwick Street in Newburgh, NY. The scope of services includes a visual and non-destructive evaluation of the condition of the existing concrete structures and a summary report providing our findings and recommendations.

Ryan Biggs | Clark Davis Engineering & Surveying, D.P.C., (Ryan Biggs | Clark Davis) and the City of Newburgh (Client) agree as set forth below.

A. PROJECT UNDERSTANDING

1. The scope of visual structural evaluation includes:
 - a. 4 Rectangular Primary Clarifier Tanks
 - b. 3 Circular Secondary Clarifier Tanks
 - c. Influent Channel
 - d. Effluent Channel
 - e. Basement concrete framing of the structure adjacent to and west of the Primary Clarifiers.Only one area may be taken off-line at a time for cleaning and evaluation.
2. Client will drain and clean tanks/channels prior to structural evaluation by Ryan Biggs | Clark Davis.
3. Client will provide original design drawings for review prior to field evaluations by Ryan Biggs | Clark Davis.
4. Evaluation of the existing concrete structures will be conducted by visual observation and non-destructive testing (NDT) techniques to include hammer sounding, chain drag, and sounding wheel. Surface Penetrating Radar and Thermal Imaging evaluation is available if other evaluation techniques indicate the need for its use.

B. SCOPE OF SERVICES

The scope of services provided by Ryan Biggs | Clark Davis will be to:

1. Review specifications and drawings of original structure and previous expansions, repairs, or rehabilitation work if available. Documents to be provided by Client.
2. Make observations, take measurements, and conduct NDT of existing conditions as required for our work. This includes a combination of observations from the ground, ladders, interior of tanks/channels, and other pertinent areas. As only one area may be taken off-line at any given time, it is anticipated that a separate trip to site will be required for evaluation of each of the tank/channel areas as they become available for evaluation.

Client will coordinate access to structures, coordinate with tenants, and make arrangements with adjacent property owners to allow access for equipment and personnel as required for out work.

Observations will be conducted under the understanding that the tanks are classifiable as a non-permit-required confined space by OSHA. Client will confirm to Ryan Biggs | Clark Davis in writing prior to observation of each area. Ryan Biggs | Clark Davis will employ the use of air quality monitoring equipment as appropriate while inside the open top tanks.

3. Prepare a preliminary report describing our findings. In the report, we will:
 - a. Describe the existing construction.
 - b. Identify problems observed, including photographs of representative issues.
 - c. Recommend removals or testing.
 - b. Develop a priority list of concept-level repair work to address problems observed.
 - c. Prepare an opinion of probable construction cost for repairs identified.
4. Meet with Client (virtual) to review the report and Client's comments.
5. Issue a final report.

The following services are not included in Ryan Biggs | Clark Davis' proposed fee. If requested, Ryan Biggs | Clark Davis can be retained to provide additional scope items as noted in the Additional Services section of the Terms and Conditions.

1. Provide geotechnical testing and engineering services.
2. Design reinforcing of existing structure to support increased seismic loads, increased wind loads, increased snow loads, or drifted snow loads.
3. Provide design or construction phase services. A proposal for these project phases will be provided if requested.

C. COMPENSATION FOR PROFESSIONAL SERVICES

Based on discussions with client, operation of the facility and availability of each area for observation will require up to 9 separate visits to site to complete the scope of services.

Ryan Biggs | Clark Davis will perform the listed services for a fixed fee of \$15,000 plus a per-site-visit fee of \$3,000 for a total anticipated fee of \$42,000 plus reimbursable expenses.

D. COMPENSATION FOR EXPENSES

Reimbursable expenses incurred by Ryan Biggs | Clark Davis for the project are in addition to the fee and shall include the following: reproductions, printing, duplicating, binding, postage, shipping, and courier services; travel mileage and transportation fares to locations more than 20 miles from our office; meals and lodging; premiums for special insurance requirements requested by the Client; survey information; equipment rental; and material testing and analysis.

1. Reimbursable expenses will be billed monthly for the actual cost of expenditures plus a 10 percent administrative fee.
2. Reimbursable expenses are estimated to be \$2,000, consisting of:
 - a. \$150 per site visit, and
 - b. \$700 for rental and maintenance of air quality monitoring equipment.The amount invoiced may be greater depending upon the costs incurred.

E. TERMS AND CONDITIONS

1. Billing and Payment

- a. Invoice will be sent monthly.
- b. Payment shall be mailed to: Ryan Biggs | Clark Davis Engineering & Surveying, D.P.C., 257 Ushers Road, Clifton Park, New York 12065.
- c. Payment is due upon receipt.
- d. After 30 days, interest charges will be added to unpaid accounts at a monthly rate of 1 percent of the unpaid balance and accrued monthly until account is paid in full.
- e. If the Client fails to make payments to Ryan Biggs | Clark Davis in accordance with this agreement, such failure shall be considered substantial nonperformance and cause for termination, or at Ryan Biggs | Clark Davis' option, cause for suspension of performance of services under this agreement. If services are suspended, Ryan Biggs | Clark Davis shall have no liability to the Client for delay or damage caused the Client because of such suspension of services. Before resuming services, Ryan Biggs | Clark Davis shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of Ryan Biggs | Clark Davis' services. Ryan Biggs | Clark Davis' fees for the remaining services and the time schedules shall be equitably adjusted.

2. Standard Hourly Rates

- a. Ryan Biggs | Clark Davis' current rates are as follows:

<u>Personnel</u>	<u>Hourly Rates</u>
Principal/Principal Consultant	\$240
Principal Associate	200
Senior Associate	185
Associate	160
Senior Engineer	145
Chief Surveyor	135
Professional/Restoration Engineer	135
Design Engineer II	125
Design Engineer I	115
Designer/Technician	100
Non-Technical	55

- b. After 6 months, the hourly rates may increase at the discretion of Ryan Biggs | Clark Davis and may increase annually thereafter.

3. Additional Services

Services not indicated or which are subsequently requested, either verbally or in writing, will be considered additional services. The fee will be based upon either a mutually agreed fixed fee or an hourly basis at rates in effect at the time the services are performed, plus reimbursable expenses as previously defined.

4. Client's Responsibilities

Client shall make available to Ryan Biggs | Clark Davis all records and data pertinent to the project and will give all reasonable assistance to Ryan Biggs | Clark Davis in obtaining such additional information as may be required. Client shall provide access to and make all provisions for Ryan Biggs | Clark Davis to enter upon public and private lands as required by Ryan Biggs | Clark Davis to perform such work as surveys and observations in the development of the project.

5. Construction Cost

An opinion of probable construction cost is made on the basis of Ryan Biggs | Clark Davis' experience and best judgment as a design professional. However, since Ryan Biggs | Clark Davis has no control over cost of labor, materials, or equipment, or over competitive bidding or market conditions, Ryan Biggs | Clark Davis cannot guarantee that proposals, bids, or the construction cost will not vary from its opinion of probable cost. If Client wishes greater assurance as to the construction cost, Client should employ an independent cost estimator.

6. Hazardous and Asbestos-Containing Materials

Ryan Biggs | Clark Davis shall have no responsibility for the discovery, presence, or removal of any hazardous material, including mold, asbestos-containing material, lead-based paint, or contaminated soil; but as an additional service, Ryan Biggs | Clark

Davis will assist the Client, if requested, in securing the services of a hazardous waste removal consultant.

Prior to performing removals, the Owner is responsible for retaining a specialty consultant to investigate for the presence of hazardous material and notify Ryan Biggs | Clark Davis of the presence of any hazardous material.

7. Existing Conditions

Inasmuch as the evaluation of an existing structure requires that certain assumptions be made regarding existing conditions, some of which may be concealed by existing materials or cannot be investigated by reasonable visual observations, and because some of these assumptions cannot be verified without expending great sums of additional money or destroying otherwise adequate or serviceable portions of the structure, the Client agrees that except for negligence on the part of Ryan Biggs | Clark Davis, the Client will hold harmless and indemnify Ryan Biggs | Clark Davis for and against any and all claims, damages, awards, and costs of defense arising out of the professional services provided under this agreement.

8. Documents

- a. All documents produced by Ryan Biggs | Clark Davis under this agreement shall remain the property of Ryan Biggs | Clark Davis and may not be used by this Client or provided by this Client to any third party for any other endeavor without the written consent of Ryan Biggs | Clark Davis.
- b. Ryan Biggs | Clark Davis reserves the right to rescind the documents for failure of the Client to make payment under the terms of this agreement.

9. Electronic Media

- a. Electronic media refers to CAD files, BIM files, or any other exchange of non-tangible documentation.
- b. Any use or reuse of altered electronic media files by the Client or others after the final document submittal, without written verification by Ryan Biggs | Clark Davis or adaptation for the specific purpose intended will be at the Client's risk and full legal responsibility. Furthermore, the Client will, to the fullest extent permitted by law, indemnify and hold Ryan Biggs | Clark Davis harmless from any and all claims, suits, liability, demands, or costs arising out of or resulting therefrom. Any verification of such adaptation by the Client will entitle Ryan Biggs | Clark Davis to additional compensation at its current rates.
- c. Because data stored on electronic media can deteriorate undetected or be modified without Ryan Biggs | Clark Davis' knowledge, the Client agrees that Ryan Biggs | Clark Davis will not be held liable for the completeness or correctness of the electronic media after an acceptance period of 30 days after delivery of the electronic files. Ryan Biggs | Clark Davis does confirm the accuracy of the final sealed hard copy drawings.

The electronic files are submitted to the Client for a 30-day acceptance period. During this period, the Client may review and examine these files, and any errors

detected during this time will be corrected by Ryan Biggs | Clark Davis as part of the basic agreement. Any changes requested after the acceptance period will be considered additional services to be performed on a time and materials basis at Ryan Biggs | Clark Davis' standard cost plus terms and conditions.

- d. The submitted data files are intended to work only as described in the agreement. These files are compatible only with the software and operating system noted on the electronic data files. Ryan Biggs | Clark Davis makes no warranty as to the compatibility of these files beyond the specified release of the software stated above.

10. Allocation of Risk

Professional Standards

The only obligation of Ryan Biggs | Clark Davis and its employees is to meet normal professional standards in performing its obligations under this agreement. Apart from such obligation there is no representation, warranty, guarantee, or other obligation of Ryan Biggs | Clark Davis or its employee arising out of this proposal, its acceptance, the provisions of services, or the relationship between the parties in respect to any of them. The cumulative liability of Ryan Biggs | Clark Davis and its employees for all types of damages incurred or suffered as a result of any breach of such obligation, howsoever arising, (including negligence) shall be limited in the aggregate to \$50,000 or fee received, whichever is larger.

If a required item or component of the project is omitted from Ryan Biggs | Clark Davis' Contract Documents by Ryan Biggs | Clark Davis error, Ryan Biggs | Clark Davis shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will Ryan Biggs | Clark Davis be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

Ryan Biggs | Clark Davis shall not be responsible for any and all special, incidental, indirect or consequential damages, including but not limited to loss of profits or revenue, for claims, disputes or other matters in question arising out of or relating to this Agreement or the underlying Project, whether caused by negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause.

Indemnification

- a. The Client agrees to indemnify and hold harmless Ryan Biggs | Clark Davis and its employees from and against any and all damages, losses, liabilities or costs, including reasonable attorneys' fees, and defense costs arising out of or resulting from the performance of the services, provided and to the extent that all damages, losses, liabilities or costs are caused by the negligent act or omission of the Client.
- b. Ryan Biggs | Clark Davis agrees to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, but only to the extent caused by Ryan Biggs | Clark Davis' negligent performance of

professional services under this Agreement and that of its subconsultants or anyone for whom Ryan Biggs | Clark Davis is legally liable.

Neither the Client nor Ryan Biggs | Clark Davis shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

- c. Ryan Biggs | Clark Davis will require a matching indemnification from any Subconsultant/Subcontractor retained for this project.

General Liability

The limit of liability for General Liability insurance is \$1,000,000 per occurrence, \$2,000,000 aggregate.

11. Taxes

All taxes or fees on services applicable to this contract enacted by local, state, or federal government subsequent to the date of this contract and based on gross receipts or revenues will be added to amounts due under this contract, in accordance with any such fees or taxes.

12. Termination of Services

This agreement can be terminated by either party upon receipt of a 30-day written notice. Ryan Biggs | Clark Davis will be paid in full for all services and reimbursements provided up to the date of termination.

13. Agreement Form and Period

- a. The scope and fee indicated are predicated upon execution of this proposal in this form including all terms and conditions. Alternative forms of contract or revision proposed by the Client will require reevaluation of the scope and fee by Ryan Biggs | Clark Davis.
- b. This proposal is valid for a period of 60 days from the date on the first page.
- c. The agreement period is to last nine months from the Ryan Biggs | Clark Davis signature date on the last page.

14. Contract Disputes

If a dispute arises out of or related to this contract or breach thereof, and if the said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation using the Mediation Rules of the American Arbitration Association before seeking settlement in a judicial forum.

15. Third-Party Exclusion

This agreement does not create any right or benefits for parties other than Ryan Biggs | Clark Davis and the Client.

Thank you for considering us for this project. We look forward to working with you.

Your signature in the space provided indicates your understanding and acceptance of the provisions set forth herein. Please return (1) one signed copy of this proposal to:

Ryan Biggs | Clark Davis Engineering & Surveying, D.P.C.
257 Ushers Road
Clifton Park, New York 12065
by mail or contracts@ryanbiggs.com by e-mail.

Agreed to by:

RYAN BIGGS | CLARK DAVIS
ENGINEERING & SURVEYING, D.P.C.

CITY OF NEWBURGH



Authorized Signature

Otto J. Schwarz, P.E., S.E. Senior Associate
Print Name & Title

March 29, 2022
Date

Authorized Signature

Print Name & Title

Date

Client Project Number or Purchase Order
Number

RESOLUTION NO.: 88-2022

OF

APRIL 11, 2022

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT DONATIONS IN SUPPORT OF THE CITY OF NEWBURGH'S
ANNUAL EVENTS FOR 2022**

WHEREAS, the City of Newburgh holds and sponsors a number of annual events, including but not limited to, Memorial Day and Fourth of July Observances, Black History Parade, National Night Out, the Annual International Festival over the Labor Day holiday, and the Back to School, Halloween and Christmas Events; and

WHEREAS, various businesses, firms and individuals have made and are willing to make contributions of money and in-kind assistance to support these 2022 events and additional events as the Council may authorize by resolution or the City Manager may authorize by the approval of a permit submitted under Chapter 110 of the City Code of Ordinances; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept said donations with the appreciation and thanks of the City of Newburgh on behalf of its children, families and citizens, for their support and sponsorship of the City of Newburgh's 2022 events authorized by City Council approval of the 2022 Budget, including Memorial Day and Fourth of July Observances, Black History Parade, National Night Out, the Annual International Festival, the Back to School, Halloween and Christmas Events, Newburgh Illuminated, Frederick Douglass Day, Juneteenth, Hispanic Heritage Month, Frederick Law Olmsted birth commemoration, Go Deep, and Women's Day, and additional 2022 events as the Council may authorize by resolution or the City Manager may authorize by the approval of a permit submitted under Chapter 110 of the City Code of Ordinances.

RESOLUTION NO.: 89 - 2022

OF

APRIL 11, 2022

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AGREEMENTS WITH VARIOUS PARTIES
TO PROVIDE PERFORMING ARTS AND RELATED SERVICES
IN CONNECTION WITH THE CITY OF NEWBURGH'S
ANNUAL EVENTS FOR 2022**

WHEREAS, the City of Newburgh annually holds City-sponsored events; and

WHEREAS, it is appropriate and necessary to authorize the City Manager to enter into agreements by which performing artists, production services and necessary equipment and facilities shall be provided; and

WHEREAS, there is funding available in Trust and Agency Accounts for those events and in the 2022 City budget; and

WHEREAS, such agreements shall not exceed the funds in the Trust and Agency Accounts and the 2022 Budget; and

WHEREAS, this Council has determined that entering into agreements in connection with these annual events is in the best interests of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York hereby authorizes the City Manager to enter into agreements with terms and conditions as Corporation Counsel may require, with the performing artists and providers of related necessary services in connection with the City-sponsored annual events for 2022, with the net cost to the City of such agreements not to exceed the Trust and Agency Account proceeds and 2022 Budget.

189-22

AGREEMENT FOR VENDOR SERVICES

THIS AGREEMENT is entered into as of this _____ day of _____, 2022, 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 _____, a firm with principal offices at _____, hereinafter referred to as "VENDOR."

ARTICLE 1. SCOPE OF WORK

VENDOR agrees to perform the SERVICES and/or supply the goods identified in Schedule A, (the "SERVICES") which is attached to, and is part of this Agreement. VENDOR agrees to perform the SERVICES and/or supply the goods in accordance with the terms and conditions of this Agreement. It is specifically agreed that the CITY will not compensate VENDOR for any SERVICES and/or goods provided 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 and/or supply goods beginning _____, 2022, and ending _____, 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. VENDOR SHALL submit to the CITY an itemized invoice for SERVICES rendered during the event as otherwise set forth in Schedule A,

and prepared in such form and supported by such documents as the CITY may reasonably require. The CITY will pay the proper amounts due VENDOR within sixty (60) days after receipt of a CITY Claimant's Certification form, and if the Claimant's Certification form is objectionable, will notify VENDOR, in writing, of the CITY'S reasons for objecting to all or any portion of the invoice submitted by VENDOR.

Any bills or invoices sent by VENDOR to the CITY more than one (1) year after services which are the subject of such billing have been rendered shall not be paid by the CITY and the CITY shall have no liability therefor.

ARTICLE 4. EXECUTORY CLAUSE

The CITY shall have no liability under this Agreement to VENDOR or to anyone else beyond funds 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 with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the CITY who have been fully informed as to the nature of the SERVICES to be performed. Except for Workers' Compensation and professional liability, the CITY shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of VENDOR and not those of the CITY. Notwithstanding anything to the contrary in

this Agreement, VENDOR irrevocably waives all claims against the CITY for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 13. The provisions of insurance by VENDOR shall not in any way limit VENDOR'S liability under this Agreement.

<u>Type of Coverage</u>	<u>Limit of Coverage</u>
Worker's Compensation	Statutory
Employer's liability or similar insurance	\$1,000,000 each occurrence
Automobile liability	\$1,000,000 aggregate
Bodily Injury	\$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence
Comprehensive General Liability, including	\$1,000,000 aggregate
Broad form contractual Liability, bodily injury and property damage	\$2,000,000 each occurrence
Professional liability (If commercially available for your profession)	\$1,000,000 aggregate \$2,000,000 each claim

If available, VENDOR shall attach to this Agreement applicable certificates of insurance evidencing VENDOR'S compliance with these requirements.

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 publicly or privately, without receiving the prior approval, in writing, of the CITY authorizing such use. VENDORS 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 Manager 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.

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: _____
NAME:
TITLE:

DATE: _____

DATE: _____

SCHEDULE A

SCOPE OF SERVICES AND FEES AND EXPENSES

		\$ 37,850.00	
Account No. ▾	Account Description ▾	2022 Council Adopted ▾	Council Notes ▾
A.7550.0750	INDEPENDENCE DAY..	\$ 11,000.00	Fire Works
A.7550.0752	MEMORIAL DAY..	\$ 5,000.00	Marching Bands
A.7550.0753	NATIONAL NIGHT OUT	\$ 5,000.00	
A.7550.0754	INTERNATIONAL FESTIVAL..	\$ 12,000.00	Bands: Tent Rental; Sound System; Scotty Potty's; Generator
A.7550.0755	CHRISTMAS TREE DECORATION..	\$ 1,400.00	Lights; Decorations
A.7550.0759	CITY FLAGS..	\$ 3,000.00	
A.7550.0765	AFRICAN AMERICAN PARADE	\$ 450.00	

TODD VENNING, J.D., M.S.

City Manager/CEO & CAO

Chief Fiscal Officer

City Hall

83 Broadway

Newburgh, N.Y. 12550

845 569 7301

TVenning@cityofnewburgh-nv.gov

RESOLUTION NO.: 90 - 2022

OF

APRIL 11, 2022

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO APPLY FOR AND ACCEPT IF AWARDED A NEW YORK STATE
GOVERNOR'S TRAFFIC SAFETY COMMITTEE 2023 POLICE TRAFFIC SERVICES
PROGRAM GRANT IN AN AMOUNT NOT TO EXCEED \$46,000.00
WITH NO CITY MATCH REQUIRED**

WHEREAS, the City of Newburgh wishes to apply for a State of New York Governor's Traffic Safety Committee 2023 Police Traffic Services Program Grant in the amount of \$46,000.00 with no City match required, except the City of Newburgh will be responsible for certain fringe benefit costs which are not covered by the grant; and

WHEREAS, the Governor's Traffic Safety Committee Police Traffic Services Program offers grant funding to conduct traffic enforcement details based on the crash data of their local patrol area with the goal of impacting motorist behavior and improving traffic safety within their jurisdiction; and

WHEREAS, if awarded the City of Newburgh Police Department will use the funds for traffic enforcement, and in addition to having a current mandatory seat belt use policy in place for police officers of the department, they will participate in the national Click it or Ticket seat belt enforcement mobilization, and to cover costs of attending the 2023 Governor's Highway Safety Association conference to be held in August 2023; and

WHEREAS, this Council has determined that applying for and accepting such grant is in the best interests of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a New York State Governor's Traffic Safety Committee 2023 Police Traffic Services Program Grant in an amount not to exceed \$46,000.00 with no City match required; and 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 program funded thereby.

RESOLUTION NO.: 91 - 2022

OF

APRIL 11, 2022

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO APPLY FOR AND ACCEPT IF AWARDED A NEW YORK STATE
GOVERNOR'S TRAFFIC SAFETY COMMITTEE 2023 CHILD PASSENGER SAFETY
INCENTIVE PROGRAM GRANT IN AN AMOUNT NOT TO EXCEED \$40,000.00
WITH NO CITY MATCH REQUIRED**

WHEREAS, the City of Newburgh wishes to apply for a State of New York Governor's Traffic Safety Committee 2023 Child Passenger Safety Incentive Program Grant in the amount of \$40,000.00 with no City match required; and

WHEREAS, the Governor's Traffic Safety Committee Child Passenger Safety Incentive Program offers grant funding to conduct programs which promote child passenger safety awareness and education; and

WHEREAS, if awarded the City of Newburgh Police Department will use the funds to conduct child safety seat check events and cover costs of attending the 2023 New York State Child Passenger Safety Technical Conference in May 2023; and

WHEREAS, this Council has determined that applying for and accepting such grant is in the best interests of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a New York State Governor's Traffic Safety Committee 2023 Child Passenger Safety Incentive Program Grant in the amount of \$40,000.00 with no City match required; and 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 program funded thereby.

RESOLUTION NO.: 92 - 2022

OF

APRIL 11, 2022

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN AGREEMENT WITH THE COUNTY OF ORANGE
FOR THE SUMMER YOUTH EMPLOYMENT AND TRAINING PROGRAM TO
PROVIDE YOUNG PEOPLE TO WORK FOR THE CITY OF NEWBURGH
FOR THE SUMMER OF 2022**

WHEREAS, the County of Orange is once again offering a Summer Youth Employment and Training Program for the purpose of providing meaningful work experience for participants; and

WHEREAS, the City of Newburgh wishes to apply for 16 youth participants; and

WHEREAS, the City of Newburgh Recreation Department, the Department of Planning and Development, the Department of Public Works and the Code Compliance Bureau have expressed an interest in using this program to provide summer jobs for young people and service to the City of Newburgh; and

WHEREAS, this Council finds that entering into the attached agreement with Orange County for this purpose is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute an agreement and other necessary documents with the County of Orange in order to participate in the Summer Youth Employment and Training Program which provides young people to work in the City of Newburgh for the Summer of 2022.

RESOLUTION NO.: 93-2022

OF

APRIL 11, 2022

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A DONATION OF
ONE LIVESCAN STATION RUGGEDIZED MUGSHOT
FROM THE VILLAGE OF HEMPSTEAD
FOR USE BY THE CITY OF NEWBURGH POLICE DEPARTMENT**

WHEREAS, the Hempstead Police Department has offered to donate a one LiveScan Station Ruggedized Mug Shot Serial No. 3799 to the City of Newburgh Police Department; and

WHEREAS, such donation shall be at no cost to the City of Newburgh; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager of the City of Newburgh be and he is hereby authorized to accept the LiveScan Station Ruggedized Mug Shot Serial No. 3799 being donated by the Village of Hempstead Police Department with the appreciation and thanks of the City of Newburgh.

RESOLUTION NO.: 94 - 2022

OF

APRIL 11, 2022

**A RESOLUTION AUTHORIZING THE EXECUTION OF A SETTLEMENT AGREEMENT
AND RELATED DOCUMENTS IN CONNECTION WITH THE PREMISES
LOCATED AT 117 LANDER STREET (SECTION 18, BLOCK 9, LOT 22)**

WHEREAS, the City of Newburgh commenced legal action against several defendants with respect to the premises known as 117 Lander Street (Section 18, Block 9, Lot 22), to enforce its rights pursuant to Real Property Actions and Proceedings Law Article 19-A; and

WHEREAS, the parties 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 City of Newburgh Office of the Corporation Counsel is hereby authorized to settle the legal action pending against said defendants, and either the City Manager or the Office of the Corporation Counsel is hereby authorized to execute a written settlement agreement in a form substantially similar to the agreement annexed hereto and any other documents to effectuate the settlement as herein described.

191-22
STATE OF NEW YORK : COUNTY OF ORANGE
ORANGE COUNTY SUPREME COURT

-----X
CITY OF NEWBURGH,

Plaintiff,

**STIPULATION OF
SETTLEMENT**

-against-

Index No.: EF-008068-2019

CARLOS CABRERA,

LANDER STREET REALTY CORP.,

DEUTSCHE BANK NATIONAL TRUST CO.,
as Trustee for ARGENT SECURITIES, INC.,
asset-backed pass-through certificates series
2006 W-5, under a pooling and servicing
agreement dated May 1, 2006.

Defendants.

-----X

This Stipulation of Settlement (referred to herein as "Stipulation" or "Agreement") is entered into on the ____ day of _____, 2022, by and between the City of Newburgh ("City"), Carlos Cabrera ("Cabrera"), Lander Street Realty Corp. ("LSRC"), and Deutsche Bank National Trust Co., as Trustee for Argent Securitoies, Inc. ("Deutsche Bank"), the parties named in this action and referred to collectively herein as the "Parties":

WHEREAS, the City commenced action against Cabrera, LSRC, and Deutsche Bank on or about October 10, 2019 in a proceeding pursuant to Real Property Actions and Proceedings Law Article 19-A to extinguish all liens and judgments to the property known as 117 Lander Street, City of Newburgh, County of Orange, State of Newburgh (the "Premises"), and to vest title to the Property in the name of the City of Newburgh, and;

WHEREAS, Defendant Cabrera, as current title owner of the Premises, has found a third-party willing to purchase the Premises in an arms-length transaction¹; and

WHEREAS, the Parties have engaged in discussions in an effort to resolve the matter without further litigation being required by the parties; such that

IT IS HEREBY CONSENTED AND AGREED by the parties to this litigation, 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. Defendants waive any defenses to service or personal jurisdiction.
3. The Parties agree that the following shall occur in order to effectuate the Agreement:
 - a. The Parties and the LLC shall coordinate two (2) closings to be held simultaneously at a date and time to be determined and mutually agreed upon by the Parties, the LLC, and GreenAcre Abstract, LLC (the LLC's title insurance company).
 - b. Defendant Cabrera and Defendant LSRC shall execute a Deed, TP-584, RP-5217, and any other such documents that may be required to effectuate the conveyance of title to the Premises to the "City of Newburgh." Said documents shall be held in escrow by GreenAcre Abstract, LLC.
 - c. Defendant Deutsche Bank shall provide a payoff letter for an amount and other such reasonable terms and conditions that Deutsche Bank may require in order to release the lien it currently holds against the Premises and provide a Satisfaction of Mortgage in recordable form.
 - d. The LLC shall provide net proceeds from the Contract, which shall be disbursed as follows:

¹ The name of the third-party purchaser of the Premises is "TiffanyMichelle Design, LLC" (referred to herein as the "LLC"). The Contract of Sale ("Contract") between Cabrera and the LLC is annexed hereto for reference as Exhibit A.

- i. Payment to satisfy the mortgage that Deutsche Bank holds to the Property;
 - ii. Payment to the City of Newburgh in the amount of \$15,750; and
 - iii. Title fees and recording charges that are attributable to any of the Parties.
 - e. Defendant Cabrera and Defendant LSRC shall be responsible for tendering any deficiency amounts referenced in paragraph 3(d) as referenced above in order to complete the closing.
 - f. Simultaneous to the above, the City shall prepare for execution a Deed, TP-584, Tax Law §1409 Supplement, and RP-5217 to the LLC that shall contain certain covenants and restrictions between the City and the LLC. Said documents shall be held in escrow by GreenAcre Abstract, LLC.
 - g. Upon the receipt of all documents and monies by GreenAcre Abstract, LLC as referenced above, the Parties shall consent to the release and recording of documents and release of monies to the appropriate parties in a simultaneous fashion.
4. The Parties recognize that neither the LLC nor GreenAcre Abstract, LLC are parties to the within Agreement, and as such, neither the LLC nor GreenAcre Abstract, LLC shall be bound or required to perform in the manner contemplated herein. Should either the LLC or GreenAcre Abstract, LLC fail to perform in a manner that defeats the purpose of any or all of this Agreement, this Agreement shall be of no further force and effect and all of the Parties herein shall proceed pursuant to further Court directive.
 5. Should the Parties execute the simultaneous closings in full, the City shall then file a Notice of Discontinuance with prejudice of the within action and a cancellation of any Notices of Pendency that affect any of the subject properties with the Orange County Court Clerk.
 6. All of the Parties have 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(s) that may govern said entities behavior.

7. 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.
8. All of the defendants named herein waive its respective rights to appeal any order or determination of this Court from any part or portion of the proceedings had thus far, as well as any part or portion of this Agreement. It is the intention of the Parties that this Agreement be the final understanding of the Parties to bring this case to close.
9. There are no other agreements, written or oral, pending between the Parties.
10. This Agreement is the full understanding between the parties, and any prior understandings or agreements are null and void.
11. 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.

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[Signature page to follow.]

Signature Page

Stipulation of Settlement, City of Newburgh v. Carlos Cabrera, et al.

Orange County Supreme Index Number: EF-008068-2019

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 Defendants Carlos Cabrera and Lander Street Realty Corp.
LOUIS M. SPIZZIRRO, P.C.

By: Louis M. Spizzirro, Esq.

For Defendant Deutsche Bank National Trust Co., as Trustee for Argent Securities, Inc.
LOCKE LORD LLP

By: Shawn Brenhouse, Esq.

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[Exhibit A to follow]

Exhibit A
Contract of Sale

DRAFT

RESOLUTION NO.: 95 - 2022

OF

APRIL 11, 2022

**A RESOLUTION AUTHORIZING THE EXECUTION OF A SETTLEMENT AGREEMENT
AND RELATED DOCUMENTS IN CONNECTION WITH THE PREMISES
LOCATED AT 119 LANDER STREET (SECTION 18, BLOCK 9, LOT 23)**

WHEREAS, the City of Newburgh commenced legal action against several defendants with respect to the premises known as 119 Lander Street (Section 18, Block 9, Lot 23), to enforce its rights pursuant to Real Property Actions and Proceedings Law Article 19-A; and

WHEREAS, the parties 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 City of Newburgh Office of the Corporation Counsel is hereby authorized to settle the legal action pending against said defendants, and either the City Manager or the Office of the Corporation Counsel is hereby authorized to execute a written settlement agreement in a form substantially similar to the agreement annexed hereto and any other documents to effectuate the settlement as herein described.

95-28
STATE OF NEW YORK : COUNTY OF ORANGE
ORANGE COUNTY SUPREME COURT

-----X
CITY OF NEWBURGH,

Plaintiff,

**PARTIAL STIPULATION OF
SETTLEMENT**

-against-

Index No.: EF-008070-2019

LIBERTY REALTY VENTURES, LLC,

CARLOS CABRERA,

ELGIN REALTY, INC.

MERS, as Nominee for American Home Mortgage,

Defendants.
-----X

This Partial Stipulation of Settlement (referred to herein as “Stipulation” or “Agreement”) is entered into on the _____ day of _____, 2022, by and between the City of Newburgh (“City”), Carlos Cabrera (“Cabrera”), and MERS, as nominee for American Home Mortgage (“MERS”), and whereby the City, Cabrera, and MERS shall be collectively to herein as the “Parties”:

WHEREAS, the City commenced action against Cabrera and MERS, as well as Defendants Liberty Realty Ventures, LLC (“LRV”) and Elgin Realty, Inc. (“Elgin”), on or about October 10, 2019 in a proceeding pursuant to Real Property Actions and Proceedings Law Article 19-A to extinguish all liens and judgments to the property known as 119 Lander Street, City of Newburgh, County of Orange, State of Newburgh (the “Premises”), and to vest title to the Property in the name of the City of Newburgh, and;

WHEREAS, during the course of the instant litigation, Defendant Cabrera alleged that he is the rightful owner of the Premises, and that a purported deed between Cabrera and Elgin, dated

March 31, 2006 and recorded in the Orange County Clerk's Office in Liber 12539, Page 1198, was fraudulent and tendered for no consideration; and

WHEREAS, a search of the Orange County Clerk land records revealed a subsequent conveyance of the Premises by Elgin to LRV, dated July 14, 2008 and recorded in the Orange County Clerk's Office in Liber 12730, Page 1313, such that LRV is reflected as the current owner of record in the Orange County Clerk's Office; and

WHEREAS, both Elgin and LRV have been properly served and named as parties to the instant litigation; and

WHEREAS, neither Elgin nor LRV have answered or otherwise appeared in the instant action; and

WHEREAS, the Parties to this Agreement have engaged in discussions in an effort to resolve the matter without further litigation being required by the parties;

WHEREAS, Defendant Cabrera has found a third-party willing to purchase the Premises in an arms-length transaction¹; such that

IT IS HEREBY CONSENTED AND AGREED by the parties to this litigation, 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. Defendants waive any defenses to service or personal jurisdiction.
3. The Parties agree that the following shall occur in order to effectuate the Agreement:
 - a. The City shall file a Motion for Partial Summary Judgment against defendants Elgin and

LRV with this Court, where the relief requested will be as follows:

¹ The name of the third-party purchaser of the Premises is "David Herring" (referred to herein as "Herring"). The Contract of Sale ("Contract") between Cabrera and Herring is annexed hereto for reference as Exhibit A.

- i. A finding that the Premises has been abandoned by defendants Elgin and LRV;
 - ii. All of the rights, title, and interest to the Premises held by Elgin and LRV be extinguished, such that any claim(s) of an estate or interest in the property made by Elgin or LRV be adjudged invalid, and any instrument purporting to create any such estate or interest be cancelled of record;
 - iii. Any agents, servants, and all persons claiming under it color of authority of either Elgin or LRV shall be excluded from possession of the Premises; and
 - iv. The Sheriff of Orange County shall execute Sheriff's Deeds and other documents related to recording in a manner acceptable to the Orange County Clerk, that conveys any property interests held by defendants Elgin and LRV to the City.
- b. Upon receipt of Sheriff's Deeds by the City in a recordable form, the Parties herein and the Herring shall coordinate two (2) closings to be held simultaneously at a date and time to be determined and mutually agreed upon by the Parties, Herring, and River City Abstract Corp. (Herring's title insurance company).
- c. Defendant Cabrera shall execute a quitclaim Deed, TP-584, RP-5217, and any other such documents that may be required to effectuate the conveyance of title to the Premises to the "City of Newburgh." Said documents shall be held in escrow by River City Abstract Corp.
- d. Defendant MERS shall provide a payoff letter for an amount and other such reasonable terms and conditions that MERS may require in order to release the lien it currently holds against the Premises and provide a Satisfaction of Mortgage in recordable form.
- e. Herring shall provide net proceeds from the Contract, which shall be disbursed as follows:
- i. Payment to satisfy the mortgage that MERS holds to the Property;
 - ii. Payment to the City of Newburgh in the amount of \$15,750; and

- iii. Title fees and recording charges that are attributable to any of the Parties.
 - f. Defendant Cabrera shall be responsible for tendering any deficiency amounts referenced in paragraph 3(e) as referenced above in order to complete the closing.
 - g. Simultaneous to the above, the City shall prepare for execution a Deed, TP-584, and RP-5217 to Herring that shall contain certain covenants and restrictions between the City and Herring. Said documents shall be held in escrow by River City Abstract Corp.
 - h. Upon the receipt of all documents and monies by River City Abstract Corp. as referenced above, the Parties shall consent to the release and recording of documents and release of monies to the appropriate parties in a simultaneous fashion.
4. The Parties recognize that neither Herring nor River City Abstract Corp. are parties to the within Agreement, and as such, neither Herring nor River City Abstract Corp. shall be bound or required to perform in the manner contemplated herein. Should either Herring or River City Abstract Corp. fail to perform in a manner that defeats the purpose of any or all of this Agreement, this Agreement shall be of no further force and effect and all of the Parties herein shall proceed pursuant to further Court directive.
5. Should the Parties execute the simultaneous closings in full, the City shall then file a Notice of Discontinuance with prejudice of the within action and a cancellation of any Notices of Pendency that affect any of the subject properties with the Orange County Court Clerk.
6. All of the Parties have 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(s) that may govern said entities behavior.

7. 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.
8. All of the defendants named herein waive its respective rights to appeal any order or determination of this Court from any part or portion of the proceedings had thus far, as well as any part or portion of this Agreement. It is the intention of the Parties that this Agreement be the final understanding of the Parties to bring this case to close.
9. There are no other agreements, written or oral, pending between the Parties.
10. This Agreement is the full understanding between the parties, and any prior understandings or agreements are null and void.
11. 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.

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[Signature page to follow.]

Signature Page

Stipulation of Settlement, City of Newburgh v. Liberty Realty Ventures, LLC, et al.

Orange County Supreme Index Number: EF-008070-2019

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 Defendant Carlos Cabrera

LOUIS M. SPIZZIRRO, P.C.

By: Louis M. Spizzirro, Esq.

For Defendant MERS, as nominee for American Home Mortgage
LOCKE LORD LLP

By: Shawn Brenhouse, Esq.

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[Exhibit A to follow]

Exhibit A
Contract of Sale

DRAFT

RESOLUTION NO.: 96 - 2022

OF

APRIL 11, 2022

**A RESOLUTION AUTHORIZING THE EXECUTION OF A SETTLEMENT AGREEMENT
AND RELATED DOCUMENTS IN CONNECTION WITH THE PREMISES
LOCATED AT 288 GRAND STREET (SECTION 10, BLOCK 2, LOT 26)**

WHEREAS, the City of Newburgh commenced legal action against defendant Gregory Nato, current owner of record of the premises known as 288 Grand Street, to enforce its reverter and re-entry rights to the premises; and

WHEREAS, the parties 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 City of Newburgh Office of the Corporation Counsel is hereby authorized to settle the legal action pending against said defendants, and either the City Manager or the Office of the Corporation Counsel is hereby authorized to execute a written settlement agreement in a form substantially similar to the agreement annexed hereto and any other documents to effectuate the settlement as herein described.

96-22
STATE OF NEW YORK : COUNTY OF ORANGE
ORANGE COUNTY SUPREME COURT

-----X
CITY OF NEWBURGH,

Plaintiff,

**STIPULATION OF
SETTLEMENT**

-against-

GREGORY NATO,

Index Number: EF001031-2019

Defendant.

-----X

This Stipulation of Settlement ("Stipulation" or "Agreement") is entered into on the ____ day of _____, 2022 by and between the City of Newburgh (hereafter "City"), a municipal corporation with an address of 83 Broadway, Newburgh, New York 12550 and Gregory Nato, a natural person, with an address of 288 Grand Street, Newburgh, New York 12550 (hereafter "Nato"), the parties named in this action:

WHEREAS, by deed dated December 18, 2014 (hereafter "Deed"), the City of Newburgh conveyed to Nato all of its right, title and interest in the premises identified as 288 Grand Street, Newburgh, New York (Section 10, Block 2, Lot 26) (hereafter "Premises") and;

WHEREAS, that conveyance was subject to certain terms and conditions subsequent including, but not limited to, the obligation within eighteen (18) months of the date of the Deed to rehabilitate any building on the property and bring it into compliance with all State, County and local standards and to obtain within such time frame a Certificate of Occupancy for all buildings on the property, or to make all buildings granted a Certificate of Occupancy before the date of conveyance fit for the use stated in such Certificate of Occupancy; and

WHEREAS, to date, more than 18 months have passed since the of the date of the Deed to obtain a Certificate of Occupancy for the building or to make any building granted a Certificate of

Occupancy before the date of the conveyance fit for the use stated in the Certificate of Occupancy;
and

WHEREAS, the City served demand upon Nato for return of the Premises on December 12, 2018; and

WHEREAS, the City served upon Nato a Summons and Verified Complaint to enforce its rights on or about February 21, 2019;

WHEREAS, Nato acknowledges having been served with the Summons and Verified Complaint in the within action; and

WHEREAS, the Parties have engaged in discussions in an effort to resolve the matter without further litigation being required by the parties; such that

IT IS HEREBY CONSENTED AND AGREED by the parties to this litigation, 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. Nato waives any defenses to service or personal jurisdiction.
3. Within 30 days of the full execution of this Agreement, Nato shall execute a deed, TP-584, and RP-5217 conveying title to the Premises to the City.
4. The City of Newburgh Office of the Corporation Counsel shall hold the documents referenced in paragraph 3 in escrow through 4:00 p.m. on July 1, 2023 (said date and time being referred to herein as the "Deadline").
5. Nato shall have until the Deadline to comply with all of the covenants contained in the Deed, as referenced in the first "Whereas" paragraph of this Agreement.

6. To avoid any ambiguity, compliance with the covenants referred to in paragraph 5 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.
7. Delays that may be attributable to the City in connection with compliance with the Deed covenants (e.g. inspection delays, City Council approval delays) shall toll Nato's compliance deadline dates on a day-for-day basis. However, Nato must notify the City of Newburgh, 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 from the City on the requested City action shall end any applicable time tolling period.
8. Delays that may be attributable to any applications made by Nato 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 Nato's compliance deadline dates in any manner.
9. Delays that are attributable to a federal, state, or local executive order(s) that suspend construction activities shall toll Nato's deadlines on a day-for-day basis.
10. By the Deadline, Nato 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.
11. Nato 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.

12. Should Nato 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 Nato might have in the Premises. No further notice shall be required to be delivered to Nato if he fails to comply with any of its obligations herein by the Deadline.
13. Should Nato comply with all of the terms and conditions outlined in this Agreement, the Office of the Corporation Counsel shall cause to file a voluntary discontinuation of the instant action, with prejudice, and a cancellation of any Notices of Pendency on file with the Orange County Clerk.
14. Nato has had opportunity to consult with his attorneys on this matter and enters into this Agreement of his own free will.
15. 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.
16. The City Council of the City of Newburgh, by resolution number _____-2022, has authorized and consented to the terms of the Agreement.
17. There are no other agreements, written or oral, pending between the Parties.
18. This Agreement is the full understanding between the parties, and any prior understandings or agreements are null and void.
19. If the City determines it necessary to bring any action at law or in equity to enforce or interpret the terms of this Agreement or the terms contained in the Deed, the City shall be entitled to

reasonable attorney's fees, costs and necessary disbursements from Nato, in addition to any other relief to which it may be entitled. Should the City prevail in any action at law or in equity to enforce or interpret the terms of this Agreement or the terms contained in the Deed, Nato waives any and all of its rights to appeal said determination.

20. 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.

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[Signature page to follow.]

Signature Page
Stipulation of Settlement, City of Newburgh / Gregory Nato

IN WITNESS WHEREOF, this Agreement is entered into on the date first referenced herein.

CITY OF NEWBURGH

Todd Venning
City Manager

By: Gregory Nato

OLD BUSINESS

Councilmember Sklarz requested an update on progress of the waterfront dock construction.

Jason Morris explained that the existing landing has been in a state of disrepair, and it was put out of service in 2014 or 2015 due to a partial collapse. The City of Newburgh applied for and was awarded grants for the pre-design and the final design construction. The pre-design is completed; but, the final design is currently holding at 60 percent completion, because the city applied for earmarked funds to fund the construction of the new landing. The city will continue to move past the 60 percent design of the project and advance the final design to completion, and then hopefully we can find another source of funding.

Todd Venning encouraged the council to take a look at the dock again due to its deplorable condition. He and Ms. Church added the dock to the ARP survey. One potential measure may be for us to fund the construction of the dock, in addition to the pool, through the ARP funds. This would help us attract tourism and also provide equity access at the riverfront, as it one of the free places that people can go. It would also bring back businesses, such as the Pride of the Hudson, and others who would like to dock. This is something that the city can consider in the spenddown of those ARP funds.

Mayor Harvey stated that after speaking with Chuck Schumer's Office he thought that the construction was going to be done using earmarked funds, which was passed a few weeks ago. If not, then we need to advocate for that instead of us using ARP funds.

Councilmember Shakur asked the timeline of the dock construction. He missed seeing people go down there, many of which just want to go down there to enjoy the river.

Harvey stated that if there is a hold on the final design at 60 percent, and if we have not secured funds for the construction of the final design, then this tells him that the dock won't be ready this year. There is a procurement process, and it takes time.

Morris explained why we are at 60 percent holding. The final design documents will change depending on the funding source for construction. We don't want to advance the final design, and then have to go back and re-do it. We are at the holding point until we can identify a source of funding. We need \$5 Million to \$6 Million for the construction.

Harvey mentioned that Councilmember Martinez has been working very closely with our State Senators on a project. He quipped that perhaps this is the one they are working on. If Senator Skoufis is listening tonight, he implored him to help us secure that needed funding.

Harvey would like some discussion at the next work session about Central Hudson. With the gas line replacement, the company, through its contractor Precision Pipeline

Solutions, tore up Robinson Avenue. The roads were torn up all the way from South William Street to Broadway. They dug those trenches and promised us that they would mill and pave.

George Garrison stated that he met with them last week. They are moving equipment in now to start paving soon.

Harvey stated that this is great news. It was a big deal because there was great work done there few years ago before Covid-19. He and Councilmember Monteverde attended the New York State Conference of Mayors in 2019, and they sat in a class headed by Mr. Epstein, the head person of New York State DOT. He did the city a favor when his department paved Route 9W all the way from Gus' Tavern to Broadway. They could not go north of Broadway due to the slave burial ground and its designation as a State Historic Site. In order to pave north of Broadway special concessions have to be made in order to pave that area.

Garrison stated that Central Hudson is going to pave Ann, Mill, William, and all of the other streets that they dug up in the city.

There was no other old business to discuss.

NEW BUSINESS

Councilmember Shakur stated that he noticed that Juneteenth is not listed on the list of holidays on City Hall's front door. He wanted to know if City Hall is closed.

Todd Venning explained that the dates listed on the door at City Hall are the dates that City Hall is closed. Juneteenth is not a city holiday. Some people can take vacation, but, overall City Hall will be open.

Mayor Harvey stated that we may not want it be a city holiday. We are hoping for a parade and a big Juneteenth celebration, and we are going to need city employees to help. He recalls the council doing a resolution for Juneteenth even before the Governor of New York and President of the United States of America did.

Michelle Kelson stated that the council passed a resolution to establish an event for Juneteenth. There has been no resolution for contract negotiations that have declared Juneteenth a city-paid holiday for any of the employed city staff.

Venning explained that if you work for the Federal Government then you have off for Juneteenth. If you work for the State or Local Government then you get the State or City holidays. The holidays that are listed on the door are our city holidays, and if you come here we will not be at work.

Harvey stated that he and Shakur have to discuss it further.

Councilmember Martinez commented that she received an email from CAC member Chuck Thomas to request that the city sponsor Riverkeeper's River Sweep event on May 7, 2022. She has participated in the event in the past and they have cleaned up different areas of Newburgh. Martinez stated that she spoke with the City Manager and was informed that there needs to be a resolution to add this to the list of city-sponsored events. She would like to discuss the possibility of it with the council. It would be a separate event from the cleanup that the Newburgh Row Club usually does at Ward Park.

Harvey remarked that we can discuss it in a work session. When the words 'city-sponsored event' is brought up then we need to see what that entails. We need to know if there is a financial cost that is associated with it.

Councilmember Grice stated that he has participated with Riverkeeper's River Sweep for a number of years now. When he signed up it has always been free, but, he does usually end up buying the T-shirts. He would be in support of doing it this one-time, but, he is not sure about adding it to the list of city-sponsored events.

Shakur asked if the Town Hall meeting will be held on May 25, 2022.

Councilmember Monteverde stated that it is on her calendar and she will get back to him regarding it. Also she would like to discuss the inclusionary zoning. It is on the council's legislative priority list, and what do we need to do to move forward with it?

Kelson explained that the staff needs to have something for the council to discuss or it won't be a productive conversation. She knows that it is part of the housing study, and it is of priority. It would not be a productive discussion without some type of framework that is included. She encouraged the council to send her whatever it has to help her qualify their goals and objectives. This would be a more productive way to move the needle on that legislative item.

Harvey commented that the man who spoke about the rent price in the City of Newburgh has a legitimate and valid concern. He has had a number of conversations about rent control in the city, and it is his understanding that rent control is part of the State's jurisdiction.

Kelson explained that this is different from the inclusionary zoning. In 2019 the State Legislature passed a broad amendment to the rent control scheme in New York State. The Tenant Protection Act was adopted in 2019, and it provided a regulatory framework for local governments to undertake the ability to establish rent control statutes, as long as certain criteria are met. Some of these factors need to be studied in order to have the data on it. Some factors, such as whether the building was constructed before a certain date, provide an exemption. There is also the study to determine the city's vacancy rates. There are a lot of steps that have to be followed first to be able to do that. She pointed out that it is not the same thing as the Leviticus study.

Aly Church explained that the Emergency Tenant Protection Act called for a specific vacancy study. There was an issue with timing. The Leviticus fund had a certain portion of funds, and the State was to give another portion of the funds. We did not get those funds until eighteen months later, in which the entire study was done and we were completed at that point.

There was no other new business to discuss.

FURTHER COMMENTS FROM THE COUNCIL

Councilmember Grice thanked everyone for staying. He thanked his colleagues for the robust conversations. He will speak with Ms. Kelson further about the council's legislative priorities. Even before the recent fire he had spoken with the new executive director of the Red Cross of Hudson Valley about blood donation drives and other events. The Red Cross would like to give out roughly 150 smoke alarms to the community. He told everyone to stay tuned on it as they iron out the details. There are vacancies on our boards and commissions. Grice encouraged city residents to think about joining some of these committees. The application process is fairly easy, and you should attach your resume. A wonderful amount of opportunities exist when you serve on one of these boards.

Councilmember Martinez commented that she participated the Summer Youth Employment Program when she was younger; so she is excited to hear that there will be an agreement with Orange County to provide a training program for the youth. There are a lot of activities for the youth this summer. She urged parents to take advantage, because there are programs available for everyone, including sports and jobs. She reiterated comments about the vacant property registry. She implored her colleagues to continue to push to enforce the codes, and hold property owners accountable. She would like to keep open the discussion on it, as well as work with the codes department to see what they can do to prevent this situation from happening again in the future.

Councilmember Monteverde reiterated the summer programs available through our recreation department. Let's get our kids out there and let's get them signed up early. The summer is coming pretty quickly. Many parents comment that there is nothing going on; but, there is an entire list of available youth programs. Now that the nice weather is upon us, she reminded dog owners to clean up after their dogs. She has been getting complaints about people that are doing that. Let's keep our city clean.

Councilmember Shakur remarked. We have to understand that a lot of stuff has occurred over the years, but, we've got a new thing occurring now. When you come down here to complain, also be prepared to work and help us fix it. These things are not going to fix themselves on their own. We have a city council that is trying to do things, and the person who sits at the helm of the ship is the city manager. He is the person that is going to work on all of our problems. He is also the person who is here every day working on these problems. Shakur thanked Mr. Venning for being here. He stated that he has his back too.

Councilmember Sklarz announced that St. Mary's Church Giving Day occurs on the 3rd Friday of each month. It is hard to believe that the 3rd Friday is coming up this week already. He pointed out that the Easter Giving Day is normally a big one for the distribution of food. The event will be held at the Newburgh Armory Center from 9 A.M. until 1:00 P.M, and he encouraged everyone to pass the word to those in need.

Councilmember Sofokles had to sign off and did not comment at this time.

Mayor Harvey stated that he heard some great comments. We are unpacking a lot of things, and there has been a lot of neglect in the city over the decades. He is not going to play the blame game, but, he remembered that when he first came onboard they had to do some house cleaning in the city. That's no excuse though, and we are going to continue to address these issues. He guarantees that you have seen changes in this city. Just look at our credit score and our unrestricted fund balance of at least \$14 Million. We are fiscally solvent and that is significant. When he and his wife completed their taxes recently, he noticed that the property tax bill decreased for the third year in a row. He thanked Venning and all of the executive staff for all of their hard work. He decided to join local government when we had that 70%-73 % tax hike in 2009. This is why he ran for council in 2015. The tax rates have since gone down and the property values are up. He stated that it does not get any better than that.

This portion of the meeting was closed.

ADJOURNMENT

There being no further business to come before the council the meeting adjourned at 9:30 P.M.

**KATRINA COTTEN
DEP. CITY CLERK**