



CITY OF NEWBURGH
COUNCIL MEETING AGENDA
SESION GENERAL DEL CONSEJAL

April 24, 2023
7:00 PM

Mayor/Alcaldesa

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

City Clerk:/Secretaria de la Ciudad

3. Roll Call / Lista de Asistencia

Communications/Comunicaciones

4. Approval of the minutes from the City Council meeting of April 10, 2023 / Aprobacion del Acta de la Reunion General del Consejo del 10 de abril de 2023
5. City Manager Update / Gerente de la Ciudad Pone al Dia a la Audiencia de los Planes de Cada Departamento

Presentations/Presentaciones

6. Presentation by Environmental Design & Research, Landscape Architecture, Engineering & Environmental Services, D.P.C. for Consultant Services for the Development of a Brownfield Opportunity Area (BOA) for the City of Newburgh

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

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

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

7. Resolution No. 67 - 2023 - Resolution Setting Public Meeting and Public Hearing for LTCP Newburgh Combined Sewer Control Facility Project
Resolution scheduling a public hearing for May 8, 2023 to hear public comment concerning the City of Newburgh Long term Control Plan Combined Sewer Control Facility Project at the Wastewater Treatment Plant

Resolución programando una reunión pública para el Proyecto de Instalación de Control de Alcantarillado Combinado LTCP Newburgh el 8

de mayo de 2023

8. Resolution No. 68 - 2023 - PIN No. 8761.39 Lake Drive Bridge Replacement Project NYSDOT Supplemental Agreement No. 3

Resolution authorizing the City Manager to execute Supplemental Agreement No. 3 with the New York State Department of Transportation to fund in the first instance 100% of the Federal-Aid and Non-Federal Aid eligible costs for the construction phase for the replacement of the Lake Drive Bridge

Resolución que autoriza al Gerente de la Ciudad a ejecutar el Acuerdo Suplementario No. 3 con el Departamento de Transportación del Estado de Nueva York para financiar en primera instancia el 100% de los costos elegibles de Ayuda Federal y Ayuda No Federal para la fase de construcción para el reemplazo del Puente de Lake Drive

9. Resolution No. 69 - 2023 - Downing Pond Outlet & Third Street Stormsewer Change Order No. 7G TAM Enterprises, Inc.

Resolution authorizing Change Order No. 7G to the construction contract with TAM Enterprises, Inc. for the Downing Pond and Third Street Storm Sewer Project

Resolución que autoriza la Orden de Cambio no. 7G al contrato de construcción con TAM Enterprises, Inc. para el Proyecto de Alcantarilla de Tormentas de Downing y Third Street

10. Resolution No. 70 - 2023 - Downing Pond Outlet & Third Street Stormsewer Change Order No. 8G TAM Enterprises, Inc.

Resolution authorizing Change Order No. 8G to the construction contract with TAM Enterprises, Inc. for the Downing Pond and Third Street Storm Sewer Project

Resolución que autoriza la Orden de Cambio no. 8G al contrato de construcción con TAM Enterprises, Inc. para el Proyecto de Alcantarilla de Tormentas de Downing y Third Street

11. Resolution No. 71 - 2023 - Surplus Property - Department of Public Works and Police Department

Resolution declaring Department of Public Works and Police Department vehicles and equipment as surplus

Resolución declarando vehículos y equipaje del Departamento de Obras Públicas y del Departamento de Policía como excedentes

12. Resolution No. 72 - 2023 - Energo- Natural Gas Services Agreement - Gas Bid Ratification

Resolution to ratify the award of a bid and the execution of a contract with

Energio Energy f/k/a Marathon Energy for gas supply services to the City of Newburgh for a fixed term commencing in October 2023 and ending in April 2024 at a cost of \$0.5209 per Therm and \$0.5376 per Ccf (Centum Cubic Feet)

Resolución para ratificar la otorgación de una licitación y la ejecución de un contrato con Energio Energy f/k/a Marathon Energy para los servicios de suministro de gas a la Ciudad de Newburgh por un plazo fijo que comienza en octubre de 2023 y finaliza en abril de 2024 a un coste de \$0.5209 por Therm y \$0.5376 por Ccf (Centum Cubic Feet)

13. Resolution No. 73 - 2023 - Conservation Advisory Council 2023 Environmental Justice Fellows Program - Greater Newburgh Parks Conservancy Agreement

Resolution authorizing the City Manager to execute an agreement with the Greater Newburgh Parks Conservancy, Inc. for the 2023 Environmental Justice Fellow Program in the amount of \$15,000.00

Resolución que autoriza al Gerente de la Ciudad a ejecutar un acuerdo con Greater Newburgh Parks Conservancy, Inc. para el Programa de Becarios de la Justicia Ambiental 2023 por un monto de \$15,000.00

14. Resolution No. 74 - 2023 - Water Supply Property - Department of the Army Right of Entry Agreement

Resolution authorizing the City Manager to execute a Right of Entry Agreement with the United States Department of the Army and its contracted agents to allow access to City owned property in connection with a remedial investigation project of the Stewart Air National Guard Base Area

Resolución que autoriza al Gerente de la Ciudad a ejecutar un Acuerdo de Derecho de Entrada con el Departamento del Ejército de los Estados Unidos y sus agentes contratados para permitir el acceso a la propiedad de la Ciudad en relación con un proyecto de investigación correctiva del Área de la Base de la Guardia Nacional Aérea de Stewart

15. Resolution No. 75 - 2023 - Zoning Amendment (Cannabis) - Declaring SEQRA Lead Agency and a Type I Action

Resolution of the City Council of the City of Newburgh declaring itself Lead Agency and declaring the matter a Type I action, both pursuant to the State Environmental Quality Review Act ("SEQRA"), with respect to the adoption of a revision to Chapter 300 entitled "Zoning" of the Code of Ordinances of the City of Newburgh

Resolución del Concejo Municipal de la Ciudad de Newburgh declarándose Agencia Principal y declarando el caso una Acción de Tipo I, ambos en conformidad con la Ley Estatal de Revisión de Calidad Ambiental ("SEQRA"), con respecto a la adopción de una revisión del Capítulo 300 titulado "Zonificación" del Código de Ordenanzas de la

Ciudad de Newburgh

16. Resolution No. 76 - 2023 - Zoning Amendment (Cannabis) - Scheduling a Second Public Hearing

Resolution scheduling a public hearing for May 8, 2023 to hear public comment concerning the adoption of the revised Chapter 300 entitled "Zoning" of the Code of Ordinances of the City of Newburgh

Resolución que programa una audiencia pública para el 8 de mayo de 2023 para escuchar comentarios públicos sobre la adopción del Capítulo 300 revisado titulado "Zonificación" del Código de Ordenanzas de la Ciudad de Newburgh

Old Business: / Asuntos Pendientes

New Business: / Nuevos Negocios

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

Adjournment/ Aplazamiento:

RESOLUTION NO.: 67 - 2023

OF

APRIL 24, 2023

**RESOLUTION SCHEDULING A PUBLIC HEARING FOR MAY 8, 2023
TO HEAR PUBLIC COMMENT CONCERNING THE CITY OF NEWBURGH
LONG TERM CONTROL PLAN COMBINED SEWER CONTROL FACILITY PROJECT
AT THE WASTEWATER TREATMENT PLANT**

WHEREAS, the City of Newburgh is subject to an Order on Consent with the New York State Department of Environmental Conservation (“NYDEC”) to resolve violations at the Wastewater Treatment Plant and for the development of the CSO Long Term Control Plan (“LTCP”); and

WHEREAS, pursuant to the LTCP, the City is undertaking the Combined Sewer Control Facility Project at the Wastewater Treatment Plant; and

WHEREAS, pursuant to NYS DEC Policy-29, Environmental Justice and Permitting, the City has prepared a Public Participation Plan for engaging community leadership, organizations, stakeholders and residents surrounding the proposed project area; and

WHEREAS, the City Council has determined it is in the best interests of the City to ensure the public has an opportunity to express their concerns and influence the direction of the Project;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning the City of Newburgh Long Term Control Plan Combined Sewer Control Facility Project; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 8th day of May, 2023, in the Activity Center, 401 Washington Street, Newburgh, New York.

SUBJECT

City of Newburgh Long Term CSO Control Plan
Newburgh Combined Sewer Control Facility
Public Participation Plan

DATE

October 26, 2022
Revised March 24, 2023

TO

Jason Morris, PE
Commissioner of Public Works and
City Engineer

PROJECT NUMBER

300215741

NAME

Robert E. Ostapczuk, PE
Robert.Ostapczuk@arcadis.com
518-250-7300

Newburgh Combined Sewer Control Facility Public Participation Plan

This Public Participation Plan has been prepared in accordance with the New York State Department of Environmental Conservation Commissioner (NYS DEC) Policy-29, Environmental Justice and Permitting.

Background

The City of Newburgh (City) is under a Long-Term Control Plan (LTCP) Order on Consent with the NYS DEC related to the City's compliance with the United States Environmental Protection Agency's (US EPA) Combined Sewer Overflow (CSO) Control Policy.

The goal of the LTCP is to meet the CSO Control Policy criteria of 85% capture utilizing the presumptive approach. To meet these requirements, the City undertake a number of infrastructure projects listed in the LTCP Schedule of Compliance. Several of these infrastructure projects will increase the capacity of the combined sewer system to convey additional wet weather flows to the Water Pollution Control Plant (WPCP) and the future CSO Satellite Treatment Facility (Facility). Currently, the WPCP has capacity to screen and disinfect 23 million gallons per day (MGD) prior to discharge to the Hudson River. In the future, wet weather flows to the WPCP will be limited to 18 MGD, which is the capacity of the primary clarifiers and the Facility will be designed with a capacity of 31 MGD to meet the presumptive approach.

This approach was accepted by the NYS DEC and is outlined in the *City of Newburgh CSO Long Term Control Plan Addendum*, dated March 2015, as prepared by Arcadis. A Preliminary Engineering Report (PER) which outlines the design of the future Facility, was prepared and submitted to the NYS DEC in May of 2021. The objective or purpose of the report was to obtain NYS DEC consensus regarding the proposed disinfection and screening technologies to be employed in the design of the future Facility, as well as the suitability of the proposed sites in consideration of construction and operational issues, permitting and environmental justice issues, environmental benefits and potential impacts, and construction and long-term operational costs.

A Basis of Design (BOD) Report for the Facility was submitted to the DEC in July of 2021, revised in June of 2022, and was also subsequently approved by the Department. The purpose of this document was to present information based on design for the various components of the Project so that Stakeholders would have a clear understanding of the design intent. This document was intended to finalize schematic design and advance spatial design to an acceptable level for the City to confirm the Project scope was consistent with the Project's design intent. The various

process equipment design parameters were outlined and control philosophy for the operation of facilities were presented at a level of detail suitable for the reviewing regulatory agencies to appropriately comment on the proposed design criteria.

Upon acceptance of the BOD Report, the design of the Facility was advanced through preliminary design. This project involves the construction of the Facility near the WPCP that enables the screening and disinfection of combined sewer overflows and is the basis for the State Pollution Discharge Elimination System (SDPES) permit modification request.

Project Description

The Project generally consists of the items required to construct and operate the Facility adjacent to the WPCP. Per the executed Order on Consent, construction for the Project is scheduled to be completed by April 1, 2026 with an operational startup date proposed for May 1, 2026.

Listed below is a brief description of the improvements that will be constructed:

- Relocate the WPCP Influent Sewer above ground on a structural support system and connect into the existing WPCP Influent Sewer upstream of the Energy Dissipator.
- Mechanically raked CSO screens and flow regulating gate with real-time controls (RTC) associated with the influent flow to the WPCP.
- A chlorine contact tank.
- Chemical addition building that will include chemical storage tanks, chemical dosing pumps and controls for both sodium hypochlorite and sodium bisulfite, odor control and a chemical filling station.
- Pump station to drain captured CSOs within the chlorine contact tank to the WPCP after a wet weather event is completed.
- A new outfall sewer to the Hudson River (CSO No.14).
- Optimization of Regulators No. 1 and 3-11 to maximize flows to the Facility and reduce volume and frequency of CSO's.

Facility Operations

Dry and wet weather flows will be directed through the Facility. Dry weather flows will pass through a regulating structure and continue to the WPCP for treatment. During wet weather, flow through the structure will be controlled by a real-time motor actuated modulating slide gate. The regulating gate will modulate depending on the flow rate at the WPCP. The slide gate will modulate during wet weather events to reduce the influent flow to the WPCP to 18 MGD.

Wet weather flows in excess of 18 MGD will pass through the CSO screens at the new Facility, be dosed with sodium hypochlorite and flow into the chlorine contact tank (CCT). If flows directed through the CSO screens exceed 31 MGD, a signal will be sent to Regulator 2 currently equipped with RTCs and combined sewage flow will be reduced in the South Interceptor.

Disinfected wet weather flow will pass through the CCT and subsequently dosed with sodium bisulfite, for dechlorination, prior to discharge to the Hudson River through a new outfall (CSO No. 14). When the wet weather event concludes, the CCT will be drained through a pump station and pumped back to the the WPCP for full

treatment. A flushing sequence of the CCT will be commenced at the Facility. A chemical storage area will be located adjacent to the CCT and the Facility will be odor controlled.

Project Site Considerations

The Project site is adjacent to the WPCP along the Hudson River and is presently owned by the City of Newburgh. The following design considerations apply to the Project site:

- Due to its close vicinity to the Hudson River, the existing project site is subject to some risk of flooding and is likely affected by the tidal and flow conditions in the Hudson River. As such, the structures for this project are designed such that the lowest floor and all critical equipment is higher than a design flood elevation reviewed and approved of by the NYS DEC. This elevation was determined by identifying the 500-year vertical flood elevation on the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRFM) map and adding three feet of freeboard in accordance with the Community Risk and Resiliency Act (CRRRA).
- A geotechnical investigation was completed in February 2020 to aid in the design and construction of the Facility. The results of the investigation found the composition of soils adequate for the construction of the Facility with the use of deep foundations (piles). Bedrock was not encountered at the proposed project site during the investigation. Groundwater was encountered at depths approximately 7 to 10 feet below the surface in the proposed project area and is likely to be encountered during construction.
- Measures will be taken to provide appropriate odor control for the screening and disinfection facility given the location and adjacent land uses.

Geographic Context

The proposed site for the Facility is allocated in an unimproved parking lot on the west bank of the Hudson River, adjacent to the City's WPCP which is located to the north of the proposed location. A recreational rowing club is located south of the Facility project site. This recreational rowing club occupies a specific area described by metes and bounds through a license agreement with the City. The WPCP Influent Sewer begins where the North and South Interceptors join; immediately north of Regulator No. 1 at a tee connection approximately 0.2-miles southwest of the WPCP.

Based on the available DEC guidance tools, the project is in a Potential Environmental Justice Area (PEJA). The City has reviewed the Commissioner Policy 29 (CP-29) guidelines to prepare a program for engaging community leadership, organizations, stakeholders and residents surrounding the proposed project area. See **Appendix A** for a NYSDEC PEJA map of the proposed project area.

In general, the goals and objectives of this public participation plan (PPP) are as follows:

- Provide the City of Newburgh leadership a better sense of public perspective on issues that affect the community,
- Establish communication with the affected public; including a wide array of key stakeholders and interested organizations as well as regulatory agencies,

- Solicit the opinions and address issues and concerns from the affected public, stakeholders, and interested parties,
- Enhance the public participation and public notification mechanisms, including those most effected in potential environmental justice areas,
- Make the technical aspects of the project clear, relatable, and understandable to the public, and
- Build awareness of the issues associated with the City's LTCP and new Facility to reduce untreated combined sewage overflows; while gaining broad support by involving the public throughout the development process.

Project Contact and Central Communications

The City will post information on the City's website and the City's Facebook page for the City's CSO Control Policy compliance activities.

- Preparatory and presentation materials for public briefings and meetings
- Fact sheets and Frequently Asked Questions flysheet (FAQs, see **Appendix B**)
- Summary reports from public meetings
- Construction Bulletins and Project Update Reports
- Reports to NYSDEC on implementation of the Public Participation Plan
- Contact information for the City Engineering Department
- Functionality for receiving and posting public comments on the Project

For those who do not have access to the internet, documents will be kept in a repository and will be available for viewing at the Newburgh Free Library, 124 Grand Street, Newburgh, New York 12550. Questions and comments may be submitted to the City at NewburghCSO@cityofnewburgh-ny.gov or by calling (845) 569-7447. Furthermore, hard copies of educational materials to support the public education process will be made readily available at the local meetings.

Moving forward, the City anticipates that considerable communications with the Stakeholders and community at-large will be necessary to provide updates on the construction activities, including any potential issues which may impact the adjoining property owners and neighborhood (e.g., traffic or parking disturbances, construction traffic patterns, major delivery schedules, extended or weekend construction hours). In addition, the City will prepare progress reports on a quarterly basis which will summarize the outreach activities during the previous period; and respond to comments and questions collected on the website or by phone. Summary responses to major themes and issues raised on the website may be addressed, as appropriate, at public meetings or outreach efforts described in more detail below.

The primary contact for the Project:

Jason Morris, P.E.
Commissioner of Public Works & City Engineer
83 Broadway
Newburgh, New York 12550
(845) 569-7447

Stakeholders

To involve a wide coverage of the community at large, the City will target several specific groups for their participation in the program, including the following:

- City of Newburgh ratepayers/taxpayers
- City of Newburgh Residents
- City of Newburgh City Council
- Other leadership in the community
- Local schools
- Environmental advocate groups
- NYS DEC
- NYS Environmental Facilities Corporation

This list of projected participants includes the Project Stakeholders within a half-mile radius of the project detailed in **Appendix C**. The PPP was implemented in conjunction with the design development phase to ensure the public had an opportunity to express their concerns and influence the direction of the Project. As such, parts of the outreach program were completed prior to the permit modification application submission, in accordance with suggested policy within CP-29. As a result, the public comments and concerns have significantly influenced the final recommended solution. A list of the Project Stakeholders is also attached in **Appendix C**.

Meeting Postings and Notifications

The City intends to provide distribution of information about public meetings, as well as background and follow-up documentation, in accordance with the procedures outlined below.

Notifications: Notice of public meetings will be accomplished by:

- Direct mailers (included as **Appendix D**) to Stakeholders that will include the FAQ flysheet, date, time, and location of meetings inviting the public to provide comments.
- The official City of Newburgh newspapers.
- Postings on the City's website, and other social media platforms, as deemed most appropriate.

Location and Timing: All meetings will be held at the City Hall in the City Counsel Chambers and scheduled for weekday nights that do not coincide with major religious or secular holidays and will be conducted after working hours, generally during the period between 6:00 p.m. and 9:00 p.m. This practice is planned for all meetings, unless otherwise determined as a result of discussion with Stakeholders.

Public Meeting 1: May 8, 2023, at 7:00 pm in the City Council Chamber at City Hall 83 Broadway, Newburgh, New York 12250. This public meeting is subject to City Council approval that is scheduled for April 24, 2023.

Meeting Materials: Materials prepared for public meetings will be made available to the Stakeholders list upon request and will be generally posted on the City website and Facebook and once they become available included in this Plan and the online document repository. This shall include the FAQ sheet attached as **Appendix B**. The City will also expand the public record by including future responses to specific inquiries or concerns that have arisen during the meetings, in postings on Facebook and on the City website.

Public Briefings and Dialogues

The meetings described below capture only the more structured elements of the PPP. Furthermore, this PPP was developed to outline the goals and objectives of the program and outline strategies for the distribution of project information and solicitation of comments from the general public.

This Public Participation Plan was prepared, as a required element for the permit modification request, to document the City's public education and outreach efforts undertaken during the development of the design for the satellite treatment facility, as well as the ongoing community communications and outreach as the Project advances through the final permitting, bidding, and construction phases.

Design Development Phase

Public education and outreach efforts began in 2012 during the development of the LTCP elements which solicited extensive public involvement and comments. The PPP implementation to date was previously summarized and presented within the LTCP, which was previously submitted in the NYSDEC.

Early workshop with Project Stakeholders and the public focused on the following topics and issues:

- General overview of the City's combined sewer system and US EPA's CSO Control Policy;
- Alternatives for meeting the CSO Control Policy based on technology, feasibility, cost and social impacts;
- Presentation of the recommended approach to meeting the CSO Control Policy;
- Preference for the investigation and possible use of green infrastructure, and;
- Emphasis on alleviating bottleneck condition at Regulator No. 2.

Document Repositories

Project documentation covering the PPP for the Facility will be stored at the Newburgh Free Library, 124 Grand Street, Newburgh, New York 12550. The same materials will be made available on the City's website (<https://www.cityofnewburgh-ny.gov/368/Planning-Documents-Studies-Resources>). Stakeholders, as well as other interested parties, will be encouraged to share any documents that they recommend be posted as part of the public record and Project documentation; and all materials will be made readily available to parties upon request.

Progress Reports

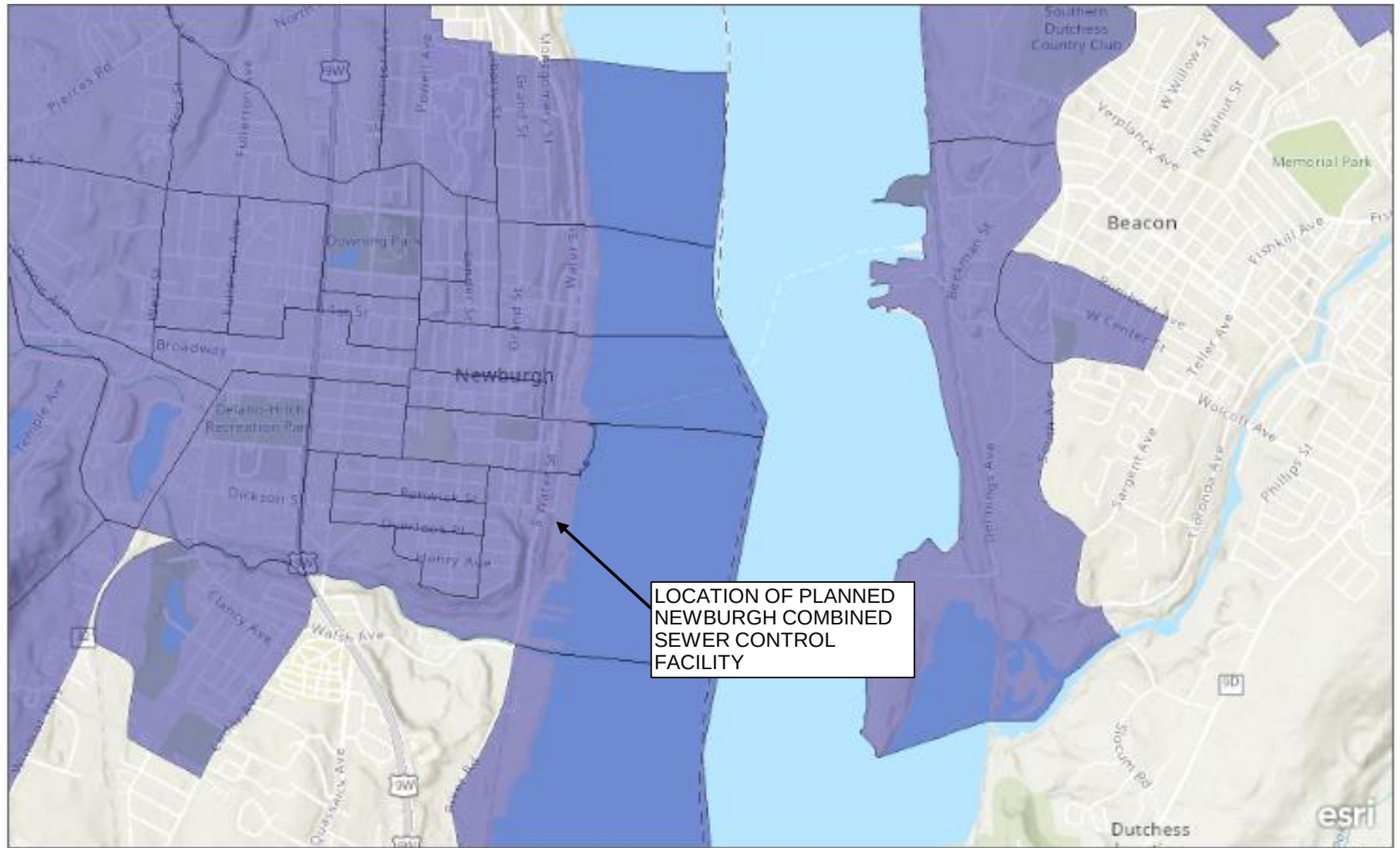
The City anticipates that progress reports or updates will be provided to Stakeholders and interested parties at key milestones during the execution of the Project. The reports will generally include any public documents produced during the previous period, transcripts of any formal public meetings, descriptions of other outreach activities, and other work completed in support of the program. The progress reports will be posted on the City's Project website and will be made available upon request.

Final Report

Upon completion of the construction for the Facility, a final report on the public participation for the Project will be prepared, along with supporting documentation of the process as appendices. The City is presently required

under the Order on Consent to complete construction and an operational start date for the Project by May 1, 2026. As such, the City would anticipate issuance of the final PPP report upon startup of the facility in 2026. Upon acceptance of the final report, the City will post the materials on the City's Project website and will provide the information to interested parties upon request.

Appendix A: NYSDEC PEJA Figure



Esri, NASA, NGA, USGS, FEMA | Esri Community Maps Contributors, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA | Data collection: US Census Bureau Data analysis: David E. Witt, New York State Department of Environmental Conservation, Office of Environmental Justice (OEJ) Funding: NYS Taxpayers

LEGEND:

 Environmental Justice Areas

**CITY OF NEWBURGH
COMBINED SEWER CONTROL FACILITY**

**POTENTIAL ENVIRONMENTAL
JUSTICE AREAS**



FIGURE
A1

Appendix B: FAQs Sheet

Frequently Asked Questions



THE CITY OF
NEWBURGH
NEW YORK

1. Why is the CSO Satellite Treatment Facility Project needed?

Hidden below the City of Newburgh's streets, buildings and parks are sewers. Although parts of the sewer system are more than 140 years old, it works remarkably well—except when there's a heavy storm. The City's sewer system was originally designed to collect both wastewater and stormwater into a common sewer network for transport and discharge to the Hudson River. In the 1960's, the City constructed a Water Pollution Control Plant to intercept this combined sewer and treat it before discharge to the Hudson River. However, when a heavy rain event occurs and inundates the combined sewer with stormwater flows, the Water Pollution Control Plant cannot handle the added volume and some of the combined sewage is discharged through outfalls into the Hudson River. This occurrence is called a Combined Sewer Overflow (CSO). The City of Newburgh is required to remedy the situation under a Consent Decree that was signed with the State and Federal governments in 2015.

2. What are the goals of the Project?

The primary goal of the Project is to reduce the volume of untreated flows discharged to the Hudson River through the construction of a CSO satellite treatment facility. Construction of this facility supports the City's CSO Long Term Control Plan (LTCP) to achieve State and Federal water quality standards in the Hudson River, and which improves the "quality of life" for City of Newburgh residents. The Project will reduce untreated overflows by 100 million gallons of CSO's annually and is consistent with the City's sustainability programs and initiatives.

3. Why is the Project along the Hudson River?

Two large "intercepting" sewers merge into a single main influent sewer along water street and cross the railroad to transport combined sewer to the City's Water Pollution Control Plant. The proposed CSO satellite treatment facility will be located along this main influent sewer to the south of the existing Water Pollution Control Plant. This location places the facility in an ideal spot from a treatment process perspective and allows the City to provide for fast response times to the CSO Satellite Treatment Facility which must be staffed during wet weather events. This location

also maximizes treatment of combined sewage to improve water quality in the Hudson River and is in a historically industrial area of the City.

4. How does the CSO satellite treatment facility work?

During wet weather periods, solid materials (debris, trash and leaves) will be screened-out of the wastewater flow and conveyed directly to the bar screen facilities at the Water Pollution Control Plant for removal and disposal. This will allow the solid materials to bypass the outfall and avoid being discharged to the Hudson River. The remaining combined sewer flows will then be disinfected with dilute chlorine within a contact tank prior to being dechlorinated and then discharged to the Hudson River. After this process, typical overflows to the Hudson River will be free of solid materials and treated for the removal of harmful bacteria.

5. What is the difference between a water pollution control plant and a CSO satellite treatment facility?

A water pollution control plant provides physical, chemical and biological processes to remove contaminants and produce treated wastewater. The City's Water Pollution Control Plant provides screening, settling of solids, biological treatment, and disinfection. The proposed additional CSO satellite treatment facility provides screening and disinfection only, and is intended to improve the water quality of wet weather combined sewer overflows to the Hudson River.

6. Will the Project impact traffic?

The proposed project is located along the Hudson River at the end of Renwick Street close to the existing Water Pollution Control Plant. This location is away from areas of regular traffic. This proposed project will have little, if any, impact to local traffic.

7. Will the Project create odor or air quality issues?

No, the facility will employ comprehensive odor control measures. Air will be treated with carbon filters prior to release to the atmosphere

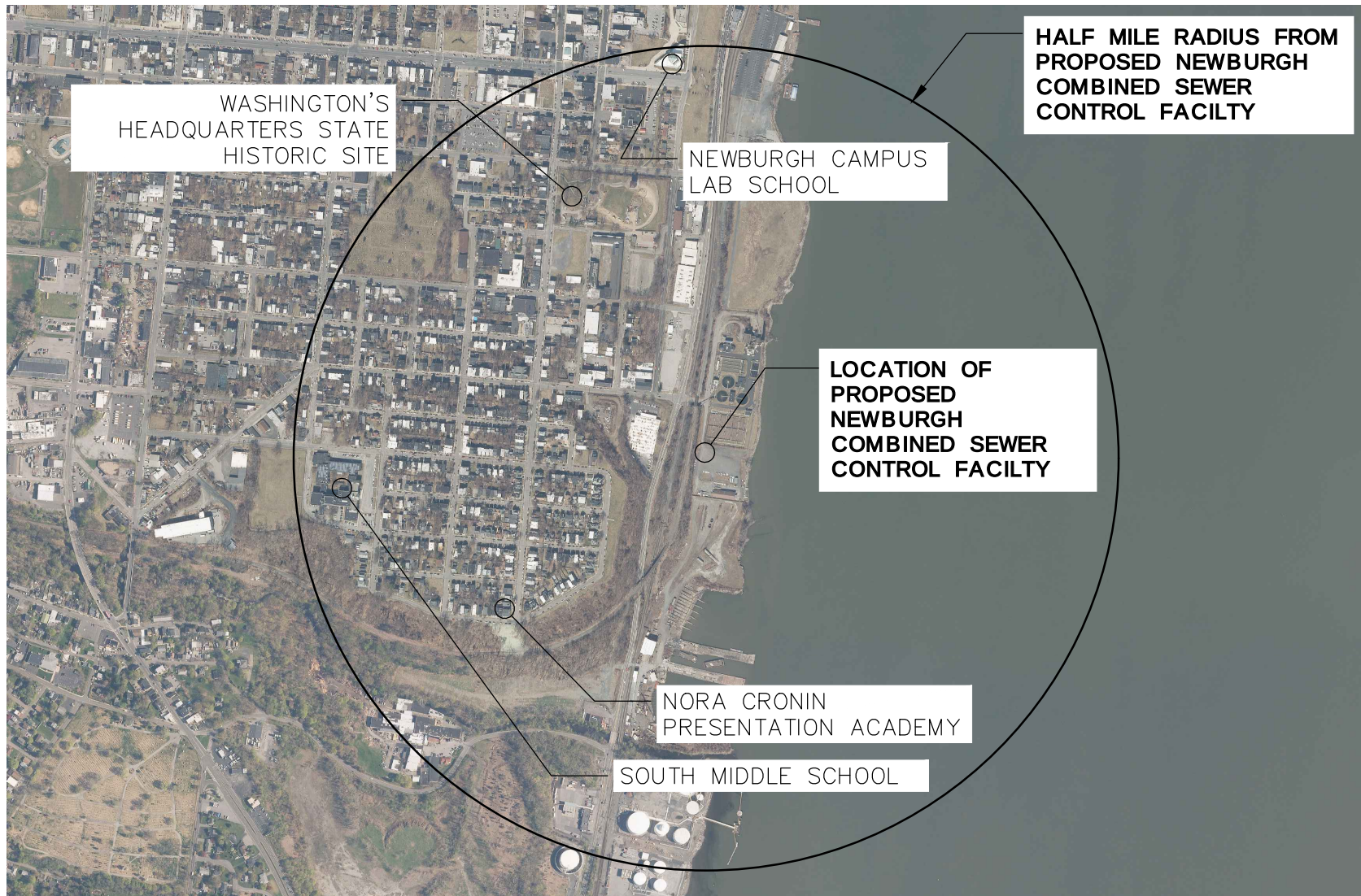
8. What is the Project's schedule for completion?

Construction is anticipated to begin in 2024, with scheduled completion in 2026.

9. What is the cost of the project?

The Project is a component of the LTCP. These costs were estimated in the LTCP that was approved by the NYSDEC and agreed upon by the City of Newburgh. The current economic climate has caused a dramatic increase in construction costs. Construction of the CSO Satellite Treatment Facility Project is currently estimated to cost \$36.4 million. The cost of the project is the responsibility of City of Newburgh. The City actively pursues grants and zero or low interest loans to construct sewer related projects. To date, the City has received more than \$55million in grants to assist with similar LTCP projects. The City will pursue grants and zero or low interest loans to construct this Project. Ultimately, any remaining costs not funded by future grants will be the responsibility of the City's sewer rate payers.

Appendix C: Project Stakeholders



CITY OF NEWBURGH

PUBLIC PARTICIPATION PLAN
30001234

NEWBURGH COMBINED SEWER CONTROL FACILITY
HALF MILE RADIUS
AROUND PROPOSED FACILITY
SCALE: 1" = 1000'

MARCH 2023

FIGURE 1

APPENDIX C – STAKEHOLDERS LIST

March 2023

Hon. Torrance Harvey, Mayor

City of Newburgh
Newburgh City Hall
83 Broadway #4,
Newburgh, NY, 12550
845-569-7301

Hon. Giselle Martinez

City of Newburgh Common Council, Ward 1
City of Newburgh
Newburgh City Hall
83 Broadway
Newburgh, NY, 12550
845-569-7300

Hon. Ramona Monteverde

City of Newburgh Common Council, Ward 2
City of Newburgh
Newburgh City Hall
83 Broadway
Newburgh, NY, 12550
845-569-7307

Hon. Robert Sklarz

City of Newburgh Common Council, Ward 3
City of Newburgh
Newburgh City Hall
83 Broadway
Newburgh, NY, 12550
845-569-7300

Hon. Patty Sofokles

City of Newburgh Common Council, Ward 4
City of Newburgh
Newburgh City Hall
83 Broadway
Newburgh, NY, 12550
845-569-7310

Alexandra Church, Director of Planning and Development

City of Newburgh
Newburgh City Hall
83 Broadway
Newburgh, NY, 12550
845-569-9400

Nick Edward, Neighborhood Stabilization Coordinator

City of Newburgh
Newburgh City Hall
83 Broadway
Newburgh, NY, 12550
845-569-7385

Ellen Fillo, Community Development Director

City of Newburgh
Newburgh City Hall
83 Broadway
Newburgh, NY, 12550
845-569-9400

Mary McTamane, City Historian

City of Newburgh
Newburgh City Hall
83 Broadway
Newburgh, NY, 12550
845-569-8090

Charles E. Schumer, US Senator for New York

Leo W. O'Brien Federal Office Building
11A Clinton Avenue, Room 827
Albany, NY 12207
Phone: 518-431-4070

Kirsten Gillibrand, US Senator for New York

Leo W. O'Brien Federal Office Building
11A Clinton Avenue, Room 821
Albany, NY 12207
Phone: 518-431-0120

Jonathan G. Jacobson, NYS Assemblymember

New York's Assembly District 104
47 Grand Street
Newburgh, NY, 12550
Phone: 845-562-0888

Nora Cronin Presentation Academy

69 Bay View Terrace
Newburgh, NY 12550
Phone: 845-567-0708
PresentationAcad@ncpany.com

South Middle School

33-63 Monument St
Newburgh, NY 12550
Phone: 845-563-7000

Newburgh Campus Lab School

1 Washington Center
Newburgh, NY 12550
Phone: 845-341-9056

Washington's Headquarters State Historic Site

84 Liberty Street,
Newburgh, NY, 12551
Phone: 845-562-1195

Newburgh Rowing Club

PO Box 227
Newburgh, NY 12551
Phone: 845-541-2313

Riverkeeper

20 Secor Road
Ossining, NY 10562
Phone: 1-800-217-4837

Quassaick Creek Watershed Alliance

255 Main Street
Goshen, NY 10924
Phone: 845-291-4000

City of Newburgh Conservation Advisory Council

123 Grand Street
Newburgh, NY 12550
Phone: 845-596-7383

City of Newburgh PPP Stakeholder List

Boys & Girls Club Of Newburgh,
72 Broadway (31-2-16)
285 Liberty St, Newburgh, NY 12550

County of Orange
Broadway (31-2-22)
124 Main St, Goshen, NY 10924

City of Newburgh
1 Broadway (31-4-54)
83 Broadway, Newburgh, NY 12550

Riverside Newburgh Realty LLC
29 S Water St (31-5-13.2)
PO BOX 8, Newburgh, NY 12550

Riverside Newburgh Realty LLC
2 Front St (31-5-14)
PO BOX 8, Newburgh, NY 12550

Safe Harbors of the
107 Broadway (36-3-11.12)
111 Broadway, Newburgh, NY 12550

Safe Harbors of the Hudson
97 Broadway (36-3-14.1)
111 Broadway, Newburgh, NY 12550

LSP One LLC
115 Liberty St (36-4-10)
PO BOX 1602, Newburgh, NY 12551

Leaf Storm Productions Inc
113 Liberty St (36-4-11)
234 Broadway, Newburgh, NY 12550

Motorcyclepedia
109 Liberty St (36-4-12)
250 Lake St, Newburgh, NY 12550

107 Liberty LLC
107 Liberty St (36-4-13.1)
234 Broadway, Newburgh, NY 12550

105 Liberty Property LLC
105 Liberty St (36-4-13.2)
PO BOX 1602, Newburgh, NY 12551

Liberty Works LLC
103 Liberty St (36-4-14)
557 Blooming Grove Tpke, New Windsor, NY 12553

Fracasse Realty, LLC
101 Liberty St (36-4-15)
521 Grand Ave, Newburgh, NY 12550

104 Washington St LLC
104 Washington St (36-4-16)
PO BOX 1602, Newburgh, NY 12551

Paul Dantuono
106 Washington St (36-4-17)
3 Crosshill Rd, Mahopac, NY 10541

Daniel J III Sheehan
106 A Washington St (36-4-18)
95 Ann St, Newburgh, NY 12550

Between Spaces, LLC
110 Washington St (36-4-19)
93 Dikeman St, Brooklyn, NY 11231

Between Spaces, LLC
112 Washington St (36-4-20)
93 Dikeman St, Brooklyn, NY 11231

Between Spaces, LLC
116 Washington St (36-4-3.1)
93 Dikeman St, Brooklyn, NY 11231

City of Newburgh
111 Ann St (36-4-3.2)
83 Broadway, Newburgh, NY 12550

Between Spaces, LLC
105 Ann St (36-4-4)
93 Dikeman St, Brooklyn, NY 11231

City of Newburgh PPP Stakeholder List

Daniel J III Sheehan

95 Ann St (36-4-5)
95 Ann St, Newburgh, NY 12550

Demarni 2, LLC

93 Ann St (36-4-6)
16 Riverwood Dr, Marlboro, NY 12542

Our Lady Of Comfort of

91 Ann St (36-4-7)
38 Seward Ave, Middletown, NY 10940

Anthony Mileo

119 Liberty St (36-4-8)
88 Verbena Ave, Floral Park, NY 11001

Dub Flo, LLC

117 Liberty St (36-4-9)
34 City Terrace North, Newburgh, NY 12550

91-95 Broadway Owners, LLC

91 Broadway (37-1-1)
465 Tenth Ave, Fl 2nd, New York, NY 10018

Newburgh 87 LLC

87 Broadway (37-1-2)
560 Sylvan Ave, Fl 1st, Englewood Cliffs, NJ 07632

City of Newburgh

83 Broadway (37-1-3)
83 Broadway, Newburgh, NY 12550

21-23 Grand Street

21-23 Grand St (37-1-4.2)
15 Fortune Rd W, Middletown, NY 10941

Lee Applebaum

82 Ann St (37-1-6)
56 N Plank Rd, Ste 1, Newburgh, NY 12550

AHNA 122 Liberty LLC

122 Liberty St (37-1-7)
56 N Plank Rd, Ste 1-418, Newburgh, NY 12550

Leaf Storm Productions Inc

126 Liberty St (37-1-8)
234 Broadway, Newburgh, NY 12550

Susan Young

128 Liberty St (37-1-9)
128 Liberty St, Newburgh, NY 12550

V C Properties LLC

77 Broadway (37-2-1)
77<79 Broadway, Newburgh, NY 12550

Brewster Family Property LLC

75 Broadway (37-2-2)
77-79 Broadway, Newburgh, NY 12550

59-61 Broadway Properties LLC

59 Broadway (37-2-3)
77-79 Broadway, Newburgh, NY 12550

City of Newburgh

55 Broadway (37-2-4)
83 Broadway, Newburgh, NY 12550

City of Newburgh

94 S Water St (37-3-1.1)
83 Broadway, Newburgh, NY 12550

Csx Transportation Inc

So Water St (37-4-1)
500 Water St, Jacksonville, FL 32202

Riverside Newburgh Realty LLC

4 Washington St (37-4-2)
PO BOX 8, Newburgh, NY 12550

Riverside Newburgh Realty LLC

2 Washington St (37-4-3)
PO BOX 8, Newburgh, NY 12550

City of Newburgh

144 S Water St (37-4-4)
144 So Water St, Newburgh, NY 12550

City of Newburgh PPP Stakeholder List

Jacob Chai

4 Grand St (37-7-17)

4 Grand St, Newburgh, NY 12550

Samuel Ottenhoff

6 Grand St (37-7-18)

PO BOX 708, Newburgh, NY 12551

Michael B Curry

8 Grand St (37-7-19)

8 Grand St, Newburgh, NY 12550

Earl R Hopper

10 Grand St (37-7-20)

10 Grand St, Newburgh, NY 12550

John C IV Ledwith

12 Grand St (37-7-21)

12 Grand St, Newburgh, NY 12550

John C IV Ledwith

14 Grand St (37-7-22)

12 Grand St, Newburgh, NY 12550

Alfonso Ramos

20 Washington Pl (37-7-23)

20 Washington Pl, Newburgh, NY 12550

TLK Malavenda LLC

22 Washington Pl (37-7-24)

2854 Route 52, Hopewell Junction, NY 12533

32 Walnut Street LLC / BAF Realty LLC

24 Washington Pl (37-7-25)

24 Washington Pl, Newburgh, NY 12550

Jerone T Myers

26 Washington Pl (37-7-26)

PO BOX 2141, Newburgh, NY 12550

Don Smith

28 Washington Pl (37-7-27)

86 Fairview Ave, Spring Valley, NY 10977

Jesus Umana

30 Washington Pl (37-7-28)

30 Washington Pl, Newburgh, NY 12550

David Kepley

32 Washington Pl (37-7-29)

PO BOX 529, Harrison, NY 10528

Francia Exis-Simon

34 Washington Pl (37-7-30)

34 Washington Pl, Newburgh, NY 12550

Kaya Properties NY LLC

36 Washington Pl (37-7-31)

234 Broadway, Newburgh, NY 12550

Daniel Yaccarino

38 Washington Pl (37-7-32)

38 Washington Pl, Newburgh, NY 12550

April Beth Curry

40 Washington Pl (37-7-33)

40 Washington Pl, Newburgh, NY 12550

Carole Cowan

50-60 Washington St (37-7-34)

PO BOX 1103, Newburgh, NY 12551

Lucy Ojeda

18 Washington Pl (37-7-35)

18 Washington Pl, Newburgh, NY 12550

Tatyana Samchuk

16 Washington Pl (37-7-36)

76 Brightwood Ave, Pearl River, NY 10965

Traver Ann Marie

14 Washington Pl (37-7-37)

14 Washington Pl, Newburgh, NY 12550

Beverly Sewell

12 Washington Pl (37-7-38)

12 Washington Pl, Newburgh, NY 12550

City of Newburgh PPP Stakeholder List

Shirita R Mayshack

10 Washington Pl (37-7-39)

10 Washington Pl, Newburgh, NY 12550

Rachel Hertzberg

8 Washington Pl (37-7-40)

159 Shore Dr, New Windsor, NY 12553

Isaiah Ship

6 Washington Pl (37-7-41)

527 W 157th St, Apt 4A, New York, NY 10032

Schein Sally

4 Washington Pl (37-7-42)

4 Washington Pl, Newburgh, NY 12550

Jesse Flaitz

2 Washington Pl (37-7-43)

1462 Bushwick Ave, Apt 2, Brooklyn, NY 11207

NYMA Holding Inc

87 Ann St (37-8-1)

PO BOX 2334, Newburgh, NY 12550

Michael Gabor

5 Grand St (37-8-10)

5 Grand St, Newburgh, NY 12550

De Weever, Francine

1 Grand St (37-8-11)

1 Grand St, Newburgh, NY 12550

John A Delk

86 Washington St (37-8-12)

86 Washington St, #3, Newburgh, NY 12550

Gerrit Park LLC

88 Washington St (37-8-13)

72 Washington Valley Rd, Morristown, NJ 07960

Diana Mangaser

90 Washington St (37-8-14)

90 Washington St, Newburgh, NY 12550

Newburgh Ventures Corp

92 Washington St (37-8-15)

PO BOX 533, Wallkill, NY 12589

568 Putnam Avenue LLC

110 Liberty St (37-8-16)

234 Broadway, Ste 2, Newburgh, NY 12550

AHNA 112 Liberty LLC

112 Liberty St (37-8-17)

56 N Plank Rd, Ste 1-418, Newburgh, NY 12550

AHNA 116 Liberty LLC

116 Liberty St (37-8-18)

56 N Plank Rd, Ste 1-418, Newburgh, NY 12550

Louis Pipolo

85 Ann St (37-8-2)

20 Westbrook Rd, Newburgh, NY 12550

NSD 83 Ann Street LLC

83 Ann St (37-8-3)

60 Appletree Rd, PO BOX 140, Esopus, NY 12429

Doris J Guilford

81 Ann St (37-8-4)

81 Ann St, Newburgh, NY 12550

Ronald J Costanzo

79 Ann St (37-8-5)

PO BOX 3134, Newburgh, NY 12550

Barrington Hays

77 Ann St (37-8-6)

77 Ann St, Newburgh, NY 12550

Barrington Hays

75 Ann St (37-8-7)

75 Ann St, Newburgh, NY 12550

Yongping S Mccahill

17 Grand St (37-8-8)

239 1/2 Summit Ave, Jersey City, NJ 07304

11 Grand Street Inc

11 Grand St (37-8-9)

PO BOX 333, Lagrangeville, NY 12540

Newburgh Community Land

143 Washington St (39-2-11)

PO BOX 152, Newburgh, NY 12550

Angel Estrada

45 E Parmenter St (39-2-12.1)

45 E Parmenter St, Newburgh, NY 12550

Minnie Pryor

43 E Parmenter St (39-2-12.2)

43 E Parmenter St, Newburgh, NY 12550

Habitat for Humanity of

41 E Parmenter St (39-2-12.3)

125 Washington St, Newburgh, NY 12550

Hudson Valley Paper Works Inc

1 Amity St (39-2-14.1)

PO BOX 972, Newburgh, NY 12551

Hudson Valley Paper Works Inc

7 S Lander St (39-2-15)

PO BOX 972, Newburgh, NY 12551

Hudson Valley Paper Works Inc

25 S Lander St (39-2-16)

PO BOX 972, Newburgh, NY 12551

St Georges Cemetery

147 Washington St (39-2-9)

105 Grand St, Newburgh, NY 12550

A M E Zion Parsonage

109 Washington St (39-3-10.1)

109 Washington St, Newburgh, NY 12550

Dolores Mejia Saravia

105 Washington St (39-3-12)

105 Washington St, Newburgh, NY 12550

Emergency Housing Group Inc

135 Washington St (39-3-1.22)

38 Seward Ave, Middletown, NY 10940

Michele Basch

103 Washington St (39-3-13)

87 Broad St, Newburgh, NY 12550

TimKear Realty LLC

97 Liberty St (39-3-14)

PO BOX 925, Baldwin Place, NY 10505

Carl Bonitz

95 Liberty St (39-3-15)

95 Liberty St, Unit 2, Newburgh, NY 12550

Ronald J Costanzo

93 Liberty St (39-3-16)

PO BOX 3134, Newburgh, NY 12550

Kelly S Schroer

91 Liberty St (39-3-17)

91 Liberty St, Newburgh, NY 12550

DrewCora Second LLC

89 Liberty St (39-3-18)

260 Madison Ave, Fl 22nd, New York, NY 10016

Iskra Star LLC

Freddy Viera

87 Liberty St (39-3-19)

80 State St, Albany, NY 12207

AAD Liberty Realty LLC

85 Liberty St (39-3-20)

3 Max Way, Newburgh, NY 12550

Lalillian West

8 E Parmenter St (39-3-21)

8 E Parmenter St, Newburgh, NY 12550

Judith Meade Living Trust

14 E Parmenter St (39-3-22)

14 E Parmenter St, Newburgh, NY 12550

City of Newburgh PPP Stakeholder List

16 E Parmenter St Zenard LLC

16 E Parmenter St (39-3-23)
418 40th St, Brooklyn, NY 11232

Luis JR Santana

18 E Parmenter St (39-3-24.1)
18 East Parmenter St, Newburgh, NY 12550

LSP One LLC

20 E Parmenter St (39-3-24.2)
PO BOX 1602, Newburgh, NY 12551

LSP One LLC

22 E Parmenter St (39-3-25)
PO BOX 1602, Newburgh, NY 12551

Erika Martinez

28 E Parmenter St (39-3-26.1)
28 E Parmenter St, Newburgh, NY 12550

Marilolin Spearman

26 E Parmenter St (39-3-26.2)
26 E Parmenter St, Newburgh, NY 12550

Habitat for Humanity of

30 E Parmenter St (39-3-27)
125 Washington St, Newburgh, NY 12550

Habitat for Humanity of

32 E Parmenter St (39-3-28)
125 Washington St, Newburgh, NY 12550

Pascual Muniz

Luis Antonio
34 E Parmenter St (39-3-29.2)
34 E Parmenter St, Newburgh, NY 12550

Ignacio Raya

36 E Parmenter St (39-3-30.22)
36 E Parmenter St, Newburgh, NY 12550

Jeanine Jennings

38 E Parmenter St (39-3-31.22)
38 E Parmenter St, Newburgh, NY 12550

Juan Carlos Rosales

42 E Parmenter St (39-3-32.12)
42 E Parmenter St, Newburgh, NY 12550

Warren C Faucher

40 E Parmenter St (39-3-32.22)
40 East Parmenter St, Newburgh, NY 12550

Raymonde Exantus

46 E Parmenter St (39-3-33.1)
46 E Parmenter St, Newburgh, NY 12550

Marlene Galvez

44 E Parmenter St (39-3-33.2)
44 E Parmenter St, Newburgh, NY 12550

Habitat for Humanity of

6 Federal St (39-3-35)
125 Washington St, Newburgh, NY 12550

Habitat for Humanity of

125 Washington St (39-3-4.1)
125 Washington St, Newburgh, NY 12550

Ignacio Acevedo

123 Washington St (39-3-5.21)
123 Washington St, Newburgh, NY 12550

Habitat for Humanity of

121 Washington St (39-3-5.22)
125 Washington St, Newburgh, NY 12550

Habitat for Humanity of

119 Washington St (39-3-5.23)
125 Washington St, Newburgh, NY 12550

City of Newburgh

115 Washington St (39-3-7)
83 Broadway, Newburgh, NY 12550

City of Newburgh

113 Washington St (39-3-8)
83 Broadway, Newburgh, NY 12550

City of Newburgh PPP Stakeholder List

A M E Zion Church

111 Washington St (39-3-9)
109 Washington St, Newburgh, NY 12550

William T Hannigan

19 E Parmenter St (39-4-10)
109 Holmes Rd, Newburgh, NY 12550

Gerard A Fuqua

17 E Parmenter St (39-4-11)
17 East Parmenter St, Newburgh, NY 12550

Tanice Fisher

39 E Parmenter St (39-4-1.12)
39 E Parmenter St, Newburgh, NY 12550

Carmen R Warren Living Trust

15 E Parmenter St (39-4-12)
15 E Parmenter St, Newburgh, NY 12550

Olicar Realty LLC

13 E Parmenter St (39-4-13)
13 Autumn Ridge Way, Newburgh, NY 12550

Olicar Realty LLC

9 E Parmenter St (39-4-14)
13 Autumn Ridge Way, Newburgh, NY 12550

Pro 13 Properties LLC

81 Liberty St (39-4-15)
12 Galloway Ave, Newburgh, NY 12550

Pro 13 Properties LLC

79 Liberty St (39-4-16)
12 Galloway Ave, Newburgh, NY 12550

Katrin Anna Redfern

77 Liberty St (39-4-17)
207 Starr St, Apt 3-1, Brooklyn, NY 11237

75 Liberty LLC

75 Liberty St (39-4-18)
207 Starr St, Apt 3-1, Brooklyn, NY 11237

Fullerton Group LLC

73 Liberty St (39-4-19)
PO BOX 2334, Newburgh, NY 12550

NYMA Holding Inc

71 Liberty St (39-4-20)
PO BOX 2334, Newburgh, NY 12550

Consolidated Spring LLC

10 Spring St (39-4-21)
11 Spring St, Newburgh, NY 12550

Evelyn Fisher

37 E Parmenter St (39-4-2.122)
37 E Parmenter St, Newburgh, NY 12550

Justin Catania

12 Spring St (39-4-22)
12 Spring St, Newburgh, NY 12550

Alejandro Dron

14 Spring St (39-4-23)
664 Palisade Ave, Jersey City, NJ 07307

Alejandro Dron

16 Spring St (39-4-24)
14 Spring St, Newburgh, NY 12550

Alejandro Dron

18 Spring St (39-4-25)
14 Spring St, Newburgh, NY 12550

Trout Properties LLC

22 Spring St (39-4-26)
PO BOX 230, Chester, NY 10918

Juan J Chavez

24 Spring St (39-4-27)
24 Spring St, Newburgh, NY 12550

David A Hinsvark

26 Spring St (39-4-28)
6 Berea Rd, Walden, NY 12586

City of Newburgh PPP Stakeholder List

Jamie L Crisafulli

28 Spring St (39-4-29)
28 Spring St, Newburgh, NY 12550

Hudson Valley Paper Works

38 Spring St (39-4-31)
PO BOX 972, Newburgh, NY 12551

Cerrone Washington

35 E Parmenter St (39-4-3.122)
35 E Parmenter St, Newburgh, NY 12550

Hudson Valley Paper Works

40 Spring St (39-4-32)
PO BOX 972, Newburgh, NY 12551

Alexander C Eugene

33 E Parmenter St (39-4-4.12)
33 E Parmenter St, Newburgh, NY 12550

Israel Jackson

31 E Parmenter St (39-4-4.22)
31 E Parmenter St, Newburgh, NY 12550

Holly A Mousseau

29 E Parmenter St (39-4-5.22)
29 E Parmenter St, Newburgh, NY 12550

Naomi Gail Miller

27 E Parmenter St (39-4-6.12)
27 E Parmenter St, Newburgh, NY 12550

Crisoforo Balbuena

25 E Parmenter St (39-4-7.32)
25 E Parmenter St, Newburgh, NY 12550

Stephen P Brooks

23 E Parmenter St (39-4-8.2)
23 East Parmenter St, Newburgh, NY 12550

Anthony Dibenedetto

21 E Parmenter St (39-4-9)
21 East Parmenter St, Newburgh, NY 12550

Hudson Valley Paper Works Inc

35 Spring St (39-5-1)
PO BOX 972, Newburgh, NY 12551

Michael Serinsky

13 Spring St (39-5-10)
PO BOX 1149, Newburgh, NY 12551

Consolidated Spring LLC

7 Spring St (39-5-12)
11 Spring St, Newburgh, NY 12550

Fullerton Group LLC

69 Liberty St (39-5-13)
PO BOX 2334, Newburgh, NY 12550

Consolidated Spring LLC

67 Liberty St (39-5-14)
11 Spring St, Newburgh, NY 12550

J.W. Wade, LLC

65 Liberty St (39-5-15.1)
234 Broadway, Newburgh, NY 12550

J.W. Wade, LLC

65 Liberty St Rear (39-5-15.2)
234 Broadway, Newburgh, NY 12550

J.W. Wade, LLC

63 Liberty St (39-5-16)
234 Broadway, Newburgh, NY 12550

61 Liberty Street, LLC

61 Liberty St (39-5-17)
115 Deepdene Rd, Baltimore, MD 21210

Juana A Rios

59 Liberty St (39-5-18)
59 Liberty St, Unit 3, Newburgh, NY 12550

Michael Serinsky

57 Liberty St (39-5-19)
PO BOX 1149, Newburgh, NY 12551

City of Newburgh PPP Stakeholder List

Clivia Enamorado

33 Spring St (39-5-2)

33 Spring St, Newburgh, NY 12550

Old Newburgh Properties, LLC

55 Liberty St (39-5-20)

PO BOX 1602, Newburgh, NY 12551

Edward Lewis

53 Liberty St (39-5-21)

53 Liberty St, Newburgh, NY 12550

Nersy Arias

51 Liberty St (39-5-22)

226 Quaker St, Wallkill, NY 12589

47-49 Liberty, LLC

47-49 Liberty St (39-5-23)

234 Broadway, Newburgh, NY 12550

Hudson Living LLC

45 Liberty St (39-5-24)

234 Broadway, Newburgh, NY 12550

43 Liberty LLC

43 Liberty St (39-5-25)

234 Broadway, Newburgh, NY 12550

Liberty Corners, LLC

41 Liberty St (39-5-26)

5800 Heritage Landing Dr, E Syracuse, NY 13057

AG 98 S William LLC

98 S William St (39-5-27)

56 N Plank Rd, Ste 1, Newburgh, NY 12550

Consolidated Spring LLC

102 S William St (39-5-28.1)

11 Spring St, Newburgh, NY 12550

Hudson Valley Paper Works Inc

110 S William St (39-5-29)

PO BOX 972, Newburgh, NY 12551

Bragada Properties LLC

31 Spring St (39-5-3)

297 Mill St, Poughkeepsie, NY 12601

Frank Monaco

122 S William St (39-5-30)

122 S William St, Newburgh, NY 12550

Daniel Deleon

124 S William St (39-5-31)

103 Valley View Dr, Newburgh, NY 12550

HYH Newburgh LLC

126 S William St (39-5-32)

234 Broadway, Newburgh, NY 12550

Campbell Residential

128 S William St (39-5-33)

2-8 Johnes St, Newburgh, NY 12550

Hudson Valley Paper Works Inc

8 S Lander St (39-5-34)

PO BOX 972, Newburgh, NY 12551

Hudson Valley Paperworks, Inc

29 Spring St (39-5-4)

PO BOX 972, Newburgh, NY 12551

Daniel Camacho

27 Spring St (39-5-5)

27 Spring St, Newburgh, NY 12550

Estate of Winsbert Derosé

21 Spring St (39-5-6)

21 Spring St, Newburgh, NY 12550

Northern Highlife LLC

19 Spring St (39-5-7)

11 Spring St, Newburgh, NY 12550

Northern Highlife LLC

17 Spring St (39-5-8)

11 Spring St, Newburgh, NY 12550

City of Newburgh PPP Stakeholder List

Carlos Bermudez

15 Spring St (39-5-9)

15 Spring St, Newburgh, NY 12550

Washington Headquarters

80 Liberty St (40-1-1)

PO BOX 427, Bear Mountain, NY 109110427

Mid Hudson Film LLC

108 S Water St (40-2-1.11)

250 Lake St, Newburgh, NY 12550

Newburgh Brewing Co LLC

88 S Colden St (40-2-1.12)

88 S Colden St, Newburgh, NY 12550

American Builders &

140 S Water St (40-2-1.13)

One ABC Pkwy, Beloit, WI 53511

American Builders &

150 S Water St (40-2-5)

One ABC Pkwy, Beloit, WI 53511

Csx Transportation Inc

S Water St (40-3-1)

500 Water St, Jacksonville, FL 32202

Csx Transportation Inc

S Water St (40-3-2)

500 Water St, Jacksonville, FL 32202

City of Newburgh

1 Washington St (40-3-3)

83 Broadway, Newburgh, NY 12550

Palisades Interstate Park Commission

1 Lafayette St (40-4-1)

Administrative Bldg, Bear Mountain, NY 10911

Panshi LLC

48 Liberty St (40-6-10)

234 Broadway, Newburgh, NY 12550

Mid Hudson Film LLC

50 Liberty St (40-6-11)

250 Lake St, Newburgh, NY 12550

Mid Hudson Film LLC

54 Liberty St (40-6-1.1)

250 Lake St, Newburgh, NY 12550

Mid Hudson Film LLC

50 1/2 Liberty St (40-6-12)

250 Lake St, Newburgh, NY 12550

Mid Hudson Film LLC

52 Liberty St (40-6-13)

250 Lake St, Newburgh, NY 12550

Anthony Cenicola

49 Johnes St (40-6-5.1)

110 Old Castle Point Rd, Wappingers Falls, NY 12590

Ping Properties, LLC

43 Johnes St (40-6-7)

32 Cedar Ave, New Windsor, NY 12553

J & C Co Llc

44 Liberty St (40-6-8)

3 Mattingly Ln, Newburgh, NY 12550

Barnes, Ziada Wa Dutumi

46 Liberty St (40-6-9)

548 Fostertown Rd, Newburgh, NY 12550

Benjamin Franczoz

134 S Clark St (45-10-10)

2 Radomsk Way, #312, Monroe, NY 10950

NFWM Newburgh LLC

136 S Clark St (45-10-11)

234 Broadway, Newburgh, NY 12550

Kurt Schreiber

138 S Clark St (45-10-12)

PO BOX 321, Cornwall-on-Hudson, NY 12520

City of Newburgh PPP Stakeholder List

Newburgh SHG 33 LLC

140 S Clark St (45-10-13)
1274 49th St, Ste 433, Brooklyn, NY 11219

Kurt Schreiber

142 S Clark St (45-10-14)
PO BOX 321, Cornwall-on-Hudson, NY 12520

City of Newburgh

124 Carson Ave (45-10-15)
83 Broadway, Newburgh, NY 12550

William J III McCartney

126 Carson Ave (45-10-16)
531 Center St, Newburgh, NY 12550

Mazle Relaty Inc

128 Carson Ave (45-10-17)
17 Fillmore Ct, Unit 202, Monroe, NY 10950

William J III McCartney

130 Carson Ave (45-10-18)
531 Center St, Newburgh, NY 12550

132 Carson, LLC

132 Carson Ave (45-10-19)
3 Tzfas Rd, Unit 202, Monroe, NY 10950

William J III McCartney

134 Carson Ave (45-10-20)
531 Center St, Newburgh, NY 12550

North Plank Development

136 Carson Ave (45-10-21)
5020 Route 9W, Newburgh, NY 12550

Michael Acevedo

138 Carson Ave (45-10-22)
73 Carpenter Ave, Newburgh, NY 12550

Renwick Equities LLC

185 Renwick St (45-10-4)
1574 55th St, Brooklyn, NY 11219

Newburgh SHG 30 LLC

183 Renwick St (45-10-5)
1274 49th St, Ste 433, Brooklyn, NY 11219

Regional Economic Community

181 Renwick St (45-10-6)
40 Smith St, Middletown, NY 10940

Regional Economic Community

179 Renwick St (45-10-7)
40 Smith St, Middletown, NY 10940

Lipa Lebovits

177 Renwick St (45-10-8)
1574 55th St, Brooklyn, NY 11219

Royal Fine Woodworkings, Ltd

175 Renwick St (45-10-9)
175 Renwick St, Newburgh, NY 12550

Regional Economic Community

169 Renwick St (45-11-1)
40 Smith St, Middletown, NY 10940

Regional Economic Community

116 Carson Ave (45-11-10)
40 Smith St, Middletown, NY 10940

Elio Rodriguez

163 Renwick St (45-11-2)
163 Renwick St, Newburgh, NY 12550

Michael Papaleo

161 Renwick St (45-11-3)
17 Russell Rd, Newburgh, NY 12550

Armando Martinez

159 Renwick St (45-11-4)
87 Maple St, Newburgh, NY 12550

Brenda Franczoz

157 Renwick St (45-11-5)
2 Radomsk Way, #312, Monroe, NY 10950

City of Newburgh PPP Stakeholder List

Tejada Amaro, Omar A

5 Monument St (45-11-6)

5 Monument St, Newburgh, NY 12550

Teresa Lucero

7 Monument St (45-11-7)

7 Monument St, Newburgh, NY 12550

Jean Claude Francois

9 Monument St (45-11-8)

PO BOX 2842, Newburgh, NY 12550

Annette Sanabria

11 Monument St (45-11-9)

11 Monument St, Newburgh, NY 12550

Robert Simmons

153-155 Renwick St (45-12-1)

PO BOX 92, Nyack, NY 10960

Rafael Decara

131 Renwick St (45-12-10)

PO BOX 1054, Newburgh, NY 12550

Hansel G Tulloch

129 Renwick St (45-12-11)

48 Halgren Crescent, Haverstraw, NY 10927

City of Newburgh

123 Renwick St (45-12-13.1)

83 Broadway, Newburgh, NY 12550

74 Carson, LLC

74 Carson Ave (45-12-14)

234 Broadway, Newburgh, NY 12550

Juan Carcamo

76 Carson Ave (45-12-15)

324 Frizzell Ave, Norfolk, VA 23502

Gabino Lilia

80 Carson Ave (45-12-16)

80 Carson Ave, Newburgh, NY 12550

82 Carson Realty Partners, LLC

82 Carson Ave (45-12-17)

831 E Deer Creek Rd, Phoenix, AZ 85048

Polatseck Leah Mindle

84 Carson Ave (45-12-18)

11 Southfield Falls, Monroe, NY 10950

Sentry Enterprises LLC

86 Carson Ave (45-12-19)

234 Broadway, Ste 2, Newburgh, NY 12550

David Benjamin Brandt

149 Renwick St (45-12-2)

149 Renwick St, Newburgh, NY 12550

10-12 Van Ness Realty

88 Carson Ave (45-12-20)

831 E Deer Creek Rd, Phoenix, AZ 85048

Mike Sanchez

94 Carson Ave (45-12-21)

391 Brinsmade Ave, Fl 1st, Bronx, NY 10465

96 Carson LLC

96 Carson Ave (45-12-22)

234 Broadway, Newburgh, NY 12550

96 Carson LLC

98 Carson Ave (45-12-23)

234 Broadway, Newburgh, NY 12550

Ganz Realty LLC

100 Carson Ave (45-12-24)

71 Decatur Ave, #211, Spring Valley, NY 10977

Newburgh SHG 39 LLC

102 Carson Ave (45-12-25)

1274 49th St, Ste 433, Brooklyn, NY 11219

Daniel Green

104 Carson Ave (45-12-26)

234 Broadway, Ste 2, Newburgh, NY 12550

City of Newburgh PPP Stakeholder List

Robert Jaros

106 Carson Ave (45-12-27)
12 Concord Dr, Marlboro, NY 12542

Robert Kingston

147 Renwick St (45-12-3)
912 Altadena Dr, Altadena, CA 91001

1861 Little Britain LLC

145 Renwick St (45-12-4)
155 Elm St, Monroe, NY 10950

Amiris Diaz

143 Renwick St (45-12-5)
PO BOX 413, Stony Point, NY 10980

Alverson John

139 Renwick St (45-12-6)
244 Perkinsville Rd, Highland, NY 12528

Diaz Amiris

135 Renwick St (45-12-8.1)
22 Pierce Dr, Stony Point, NY 10980

Newburgh Bluff Properties LLC

133 Renwick St (45-12-9)
2 Johnes St, Newburgh, NY 12550

Joseph Kaufman

57 Benkard Ave (45-13-1)
3 Stropkov Ct, #202, Monroe, NY 10950

Lab Homes, LLC

39 Benkard Ave (45-13-10)
335 Grand St, Apt 2, Newburgh, NY 12550

AHNA 35 Benkard LLC

35 Benkard Ave (45-13-11)
56 North Plank Rd, PO BOX #418, Ste 1,
Newburgh, NY 12550

Marie Polycarpe

33 Benkard Ave (45-13-12)
225 First St, Newburgh, NY 12550

Harrison Max Grass

55 S Lander St (45-13-13)
56 N Plank Rd, PO BOX 418, Ste 1, Newburgh,
NY 12550

Theab Alshaikh

124 Renwick St (45-13-14.1)
124 Renwick St, Newburgh, NY 12550

Juan Galarz

57 S Lander St (45-13-14.2)
209 Third St, Newburgh, NY 12550

Renwick Partners Realty, LLC

126 Renwick St (45-13-15)
201 North St, Unit 7, Auburn, NY 13021

Elizabeth Ahten

128 Renwick St (45-13-16)
PO BOX 1283, Newburgh, NY 12551

Maria Lurdez Lima

132 Renwick St (45-13-18.1)
134 Renwick St, Newburgh, NY 12550

Maria Lurdez Lima

134 Renwick St (45-13-19)
134 Renwick St, Newburgh, NY 12550

Douglas Rabess

55 Benkard Ave (45-13-2)
PO BOX 465, Montgomery, NY 12549

Victor Torres

136 Renwick St (45-13-20)
136 Renwick St, Newburgh, NY 12550

Mark P Mcknight

140 Renwick St (45-13-22.1)
140 Renwick St, Newburgh, NY 12550

Valley 1 LLC

142 Renwick St (45-13-23)
183 Wilson St, Unit #411, Brooklyn, NY 11211

City of Newburgh PPP Stakeholder List

Premier Equities NY LLC

144 Renwick St (45-13-24)
25 Allik Way, #517, Spring Valley, NY 10977

Little Monument, LLC

8 Little Monument St (45-13-25)
1 Corwin Ct, Ste 202, Newburgh, NY 12550

Initium 53 LLC

53 Benkard Ave (45-13-3)
370 South St, Newburgh, NY 12550

Phillip M Bayer

51 Benkard Ave (45-13-4)
1010 President St, Apt 4H, Brooklyn, NY 11225

Philip M Bayer

49 Benkard Ave (45-13-5)
1010 President St, Apt 4H, Brooklyn, NY 11225

PSF REO LLC

47 Benkard Ave (45-13-6)
2121 Park Pl, Ste 250, El Segundo, CA 90245

Joel Feuerwerker

45 Benkard Ave (45-13-7)
20 Rovna Ct, Unit 202, Monroe, NY 10950

Frank Papaleo

43 Benkard Ave (45-13-8)
26 Sommerfield Dr, Wallkill, NY 12589

Lab Homes, LLC

41 Benkard Ave (45-13-9)
335 Grand St, Apt 2, Newburgh, NY 12550

King Prospect Property LLC

81 Benkard Ave (45-14-1)
74 Fullerton Ave, Newburgh, NY 12550

Danielle Peterson

59 Benkard Ave (45-14-10)
59 Benkard Ave, Newburgh, NY 12550

City of Newburgh

146 Renwick St (45-14-11)
83 Broadway, Newburgh, NY 12550

Dolores Carleton

148 Renwick St (45-14-12)
148 Renwick St, Newburgh, NY 12550

Jean E Turnier

156 Renwick St (45-14-13)
15 Hidden Valley Dr, Suffern, NY 10901

Joseph Polatseck

168 Renwick St (45-14-14)
51 Forest Rd, #316-289, Monroe, NY 10950

Reina Calix

170 Renwick St (45-14-15)
168 Renwick St, #1, Newburgh, NY 12550

Sinh A Thi

172 Renwick St (45-14-16)
47 Birchwood Ter, Nanuet, NY 10954

Newburgh SHG 21 LLC

119 S Clark St (45-14-17)
1274 49th St, Ste 433, Brooklyn, NY 11219

Glenn Giametta

117 S Clark St (45-14-18)
117 So Clark St, Newburgh, NY 12550

King Prospect Property LLC

77 Benkard Ave (45-14-2)
74 Fullerton Ave, Newburgh, NY 12550

Mary Irons

75 Benkard Ave (45-14-3)
10 Oakwood Ter, 71, New Windsor, NY 12553

73 Benkard LLC

73 Benkard Ave (45-14-4)
20 Chevron Rd, Unit 201, Monroe, NY 10950

City of Newburgh PPP Stakeholder List

Jorge Arias

69 Benkard Ave (45-14-6.1)
50 Hunt Rd, Wallkill, NY 12589

William Howard

67 Benkard Ave (45-14-7)
62 Bay View Ter, Newburgh, NY 12550

Aurelia Pointer

65 Benkard Ave (45-14-8)
65 Benkard Ave, Newburgh, NY 12550

Mario A Vazquez

63 Benkard Ave (45-14-9)
63 Benkard Ave, Newburgh, NY 12550

William J III McCartney

182 Renwick St (45-15-10)
531 Center St, Newburgh, NY 12550

Urbano Acosta

87 Benkard Ave (45-15-3.1)
87 Benkard Ave, Newburgh, NY 12550

Drumm 83 Benkard Inc

83 Benkard Ave (45-15-5)
250 Union Ave, New Windsor, NY 12553

Glenn Giametta

174 Renwick St (45-15-6)
117 So Clark St, Newburgh, NY 12550

Santos N Silva

176 Renwick St (45-15-7)
24 Fullerton Ave, Newburgh, NY 12550

Hakim-Shah NYRE1 LLC

178 Renwick St (45-15-8)
501 E 87th St, Apt 14B, New York, NY 10128

Courtney NY LLC

180 Renwick St (45-15-9)
183 Wilson St, Unit 411, Brooklyn, NY 11211

Newburgh SHG 73 LLC

84 Benkard Ave (45-1-6)
1274 49th St, Ste 433, Brooklyn, NY 11219

Rivka Eidlisz

86 Benkard Ave (45-1-7)
10 Roanoke Dr, Monroe, NY 10950

Jose A Majano

167 S William St (45-2-1)
167 South William St, Newburgh, NY 12550

Cynthia James

70 Benkard Ave (45-2-10)
70 Benkard Ave, Newburgh, NY 12550

Ignacio Arriaga

72 Benkard Ave (45-2-11)
72 Benkard Ave, Newburgh, NY 12550

Jessica Arias

74 Benkard Ave (45-2-12)
50 Hunt Rd, Wallkill, NY 12589

76 Benkard LLC

76 Benkard Ave (45-2-13)
234 Broadway, Ste 2, Newburgh, NY 12550

River Valley Homes LLC

78 Benkard Ave (45-2-14)
478 Liberty St, Newburgh, NY 12550

Sagastume Virgilia D Jesus

80 Benkard Ave (45-2-15)
80 Benkard Ave, Newburgh, NY 12550

Clinton Burns

7 S Clark St (45-2-16)
7 South Clark St, Newburgh, NY 12550

Jorge Arias

163 S William St (45-2-2)
56 Hunt Rd, Wallkill, NY 12589

City of Newburgh PPP Stakeholder List

Kevin Reggero

155 S William St (45-2-3)
15 Nott Pl, Newburgh, NY 12550

Edward A JR Wolfe

145 S William St (45-2-4)
145 South William St, Newburgh, NY 12550

Darkei Hakolelim Inc

60 Benkard Ave (45-2-5)
11 Taylor Court # 401, Monroe, NY 10950

Newburgh Equities LLC

62 Benkard Ave (45-2-6)
16 Fillmore Ct, Unit 204, Monroe, NY 10957

Pike Properties LLC

64 Benkard Ave (45-2-7)
PO BOX 230, Chester, NY 10918

Juan Carlos Perez

66 Benkard Ave (45-2-8)
66 Benkard Ave, Newburgh, NY 12550

Mary M Burnett

68 Benkard Ave (45-2-9)
68 Benkard Ave, Newburgh, NY 12550

Newburgh SHG 66 LLC

143 S William St (45-3-1)
1274 49th St, Ste 433, Brooklyn, NY 11219

Dupar Realty

40 Benkard Ave (45-3-10)
PO BOX 12, Pleasantville, NY 10570

Robert Jaros

42 Benkard Ave (45-3-11)
12 Concord Dr, Marlboro, NY 12542

Crest Vida Corp

44 Benkard Ave (45-3-12)
PO BOX 465, Montgomery, NY 12549

181 OSY, LLC

46 Benkard Ave (45-3-13)
2533 Batchelder St, #4E, Brooklyn, NY 11235

Alkiviadis Panopoulos

48 Benkard Ave (45-3-14)
21-16 80th St, Jackson Heights, NY 11370

Ekstein Kalmen

50 Benkard Ave (45-3-15)
27 Getzil Berger Blvd, #302, Monroe, NY 10950

52 Benkard Ave GCG LLC

52 Benkard Ave (45-3-16)
234 Broadway, Ste 2, Newburgh, NY 12550

Drumm 54 Benkard Inc

54 Benkard Ave (45-3-17)
250 Union Ave, New Windsor, NY 12553

Christ Patrick

56 Benkard Ave (45-3-18)
242 54th St, Apt 2, Brooklyn, NY 11220

Calvin Woody

58 Benkard Ave (45-3-19)
58 Benkard Ave, Newburgh, NY 12550

141 S William Newburgh LLC

141 S William St (45-3-2)
234 Broadway, Ste 2, Newburgh, NY 12550

Reed C Loar

17 Little Monument St (45-3-20)
17 Little Monument St, Newburgh, NY 12550

Newburgh SHG 65 LLC

139 S William St (45-3-3)
1274 49th St, Ste 433, Brooklyn, NY 11219

John Antinori

135 S William St (45-3-4)
68 Hillside Dr, Marlboro, NY 12542

Colonna Import Corporation

133 S William St (45-3-6.1)
1320 Garrison Ave, Bronx, NY 10474

Stephanie Bloomer

35 S Lander St (45-3-7)
135 N Fostertown Dr, Newburgh, NY 12550

Victor Harris

37 S Lander St (45-3-8)
468 Liberty St, Newburgh, NY 12550

Dughcoix Robinson

45 S Lander St (45-3-9)
251 Schenectady Ave, Brooklyn, NY 11213

123-127 South William St LLC

129 S William St (45-4-1)
175 Hooper St, Brooklyn, NY 11211

Crest Vida Corp

20 Benkard Ave (45-4-10)
PO BOX 465, Montgomery, NY 12549

Patrick Lamson-Hall

22 Benkard Ave (45-4-11)
234 Broadway, Newburgh, NY 12550

Rosenfeld Estate, LLC

24 Benkard Ave (45-4-12)
3 Nickelsburg Rd, #304, Monroe, NY 10950

De Ettra Jemerson

26 Benkard Ave (45-4-13)
26 Benkard Ave, Newburgh, NY 12550

Carola B Boado

28 Benkard Ave (45-4-14)
222 Monitor St, Brooklyn, NY 11222

Benkard Properties LLC

30 Benkard Ave (45-4-15)
PO BOX 139, Highland Mills, NY 10930

Judy K Thomas

32 Benkard Ave (45-4-16)
PO BOX 623, Newburgh, NY 12551

Villafuerte Elizabeth

38 S Lander St (45-4-17)
38 S Lander St, Newburgh, NY 12550

Fon Sheng Chang

36 S Lander St (45-4-18)
234 Broadway, Newburgh, NY 12550

Jeffrey Kane

34 S Lander St (45-4-19)
222 Westchester Ave, Buchanan, NY 10511

123-127 South William St LLC

127 S William St (45-4-2)
175 Hooper St, Brooklyn, NY 11211

123-127 South William St LLC

125 S William St (45-4-3)
175 Hooper St, Brooklyn, NY 11211

123-127 South William St LLC

123 S William St (45-4-4)
175 Hooper St, Brooklyn, NY 11211

BOM Newburgh LLC

109 S William St (45-4-5)
278 Mill St, Ste 100, Poughkeepsie, NY 12601

Mid Hudson Film LLC

21 Liberty St (45-4-6)
250 Lake St, Newburgh, NY 12550

Thaer Yousef Abuqare

14 Benkard Ave (45-4-7)
54-44 65th Pl, Maspeth, NY 11378

Javon Mccoy

16 Benkard Ave (45-4-8)
25 Stony Run Rd, Newburgh, NY 12550

City of Newburgh PPP Stakeholder List

Tamsin Hollo

18 Benkard Ave (45-4-9)
18 Benkard Ave, Newburgh, NY 12550

31 Benkard Avenue, LLC

31 Benkard Ave (45-5-1)
PO BOX 2195, Monroe, NY 10950

J&J Partners Realty LLC

11 Benkard Ave (45-5-10)
36 Pine St, Apt 424, Poughkeepsie, NY 12601

River Valley Homes LLC

9 Benkard Ave (45-5-11)
478 Liberty St, Newburgh, NY 12550

Austin Dubois

7 Benkard Ave (45-5-12)
34 City Ter No, Newburgh, NY 12550

Nancy Colas

19 Liberty St (45-5-13)
47 Courtney Ave, Newburgh, NY 12550

Jayson Greenblatt

17 Liberty St (45-5-14)
PO BOX 9, Bronx, NY 10471

15 Liberty Newburgh LLC

15 Liberty St (45-5-15)
234 Broadway, Ste 2, Newburgh, NY 12550

13 Liberty, LLC

13 Liberty St (45-5-16)
234 Broadway, Newburgh, NY 12550

11 Liberty, LLC

11 Liberty St (45-5-17)
234 Broadway, Newburgh, NY 12550

P.S. 6 Liberty St., LLC

1 Liberty St (45-5-18)
119 Ingraham St, Ste 202, Brooklyn, NY 11237

100 Renwick LLC

100 Renwick St (45-5-19)
234 Broadway, Ste 2, Newburgh, NY 12550

Jorge Arias

29 Benkard Ave (45-5-2)
56 Hunt Rd, Wallkill, NY 12589

Ephraim Goldberger

102 Renwick St (45-5-20)
31 Chevron Rd, Unit 201, Monroe, NY 10950

Joel Ferencz

104 Renwick St (45-5-21)
16 Dinev Rd, Unit 303, Monroe, NY 10950

106 Renwick LLC

106 Renwick St (45-5-22)
234 Broadway, Newburgh, NY 12550

Old Newburgh Properties, LLC

108 Renwick St (45-5-23)
PO BOX 1602, Newburgh, NY 12551

Fredy A Arias

110 Renwick St (45-5-24)
50 Hunt Rd, Wallkill, NY 12589

Jorge A Arias

112 Renwick St (45-5-25)
56 Hunt Rd, Wallkill, NY 12589

Emilia Luna

114 Renwick St (45-5-26)
114 Renwick St, Newburgh, NY 12550

Sonia Arias

116 Renwick St (45-5-27)
50 Hunt Rd, Wallkill, NY 12589

148 Dubois St., Inc

120 Renwick St (45-5-28)
57 Lexington Dr, Newburgh, NY 12550

City of Newburgh PPP Stakeholder List

Al Sheikh, Mohammed

122 Renwick St (45-5-29)
124 Renwick St, Fl 2, Newburgh, NY 12550

Roy Lethen

25 Benkard Ave (45-5-3)
25 Benkard Ave, Apt #3, Newburgh, NY 12550

Frank Papaleo

58 S Lander St (45-5-30)
26 Sommerfield Dr, Wallkill, NY 12589

Frank Papaleo

56 S Lander St (45-5-31)
26 Sommerfield Dr, Wallkill, NY 12589

Frank Papaleo

54 S Lander St (45-5-32)
26 Sommerfield Dr, Wallkill, NY 12589

Crest Vida Corp

23 Benkard Ave (45-5-4)
PO BOX 465, Montgomery, NY 12549

Tim Peters

21 Benkard Ave (45-5-5)
133 E 15th St, Apt 3C, New York, NY 10003

Reuben Flowers

19 Benkard Ave (45-5-6)
2527 Grand Ave, Bronx, NY 10468

Crest Vida Corp

17 Benkard Ave (45-5-7)
PO BOX 465, Montgomery, NY 12549

Vincenza D Miller

15 Benkard Ave (45-5-8)
32 Williams Ave Ext, Newburgh, NY 12550

Crest Vida Corp

13 Benkard Ave (45-5-9)
PO BOX 465, Montgomery, NY 12549

Old Newburgh Properties, LLC

121 Renwick St (45-6-1)
PO BOX 1602, Newburgh, NY 12551

Sheila Gay Robbins

101 Renwick St (45-6-10)
234 Broadway, Ste 2, Newburgh, NY 12550

Sinh A Thi

99 Renwick St (45-6-11)
47 Birchwood Ter, Nanuet, NY 10954

Sinh A Thi

97 Renwick St (45-6-12)
47 Birchwood Ter, Nanuet, NY 10954

Old Newburgh Properties, LLC

95 Renwick St (45-6-13)
PO BOX 1602, Newburgh, NY 12551

5 Liberty Street LLC

5 Liberty St Wh (45-6-14)
234 Broadway, Newburgh, NY 12550

Leroy Palmer

9 Liberty St Wh (45-6-15)
96 Carey St, Mahopac, NY 10541

Yonadav S Kushner

11 Liberty St Wh (45-6-16)
234 Broadway, Ste 2, Newburgh, NY 12550

Drum 13 Liberty, Inc

13 Liberty St Wh (45-6-17)
250 Union Ave, New Windsor, NY 12553

Mary G Walker

15 Liberty St Wh (45-6-18)
15 Liberty St Wh, Newburgh, NY 12550

Han Byul Ru

44 Carson Ave (45-6-19)
44 Carson Ave, Newburgh, NY 12550

City of Newburgh PPP Stakeholder List

Old Newburgh Properties, LLC

119 Renwick St (45-6-2)
PO BOX 1602, Newburgh, NY 12551

Dianna L McNair

46 Carson Ave (45-6-20)
46 Carson Ave, Newburgh, NY 12550

Garcia Ilana

48 Carson Ave (45-6-21)
48 Carson Ave, Newburgh, NY 12550

AAQIB INC

50 Carson Ave (45-6-22)
57 Lexington Dr, Newburgh, NY 12550

Stanley Jaros

52 Carson Ave (45-6-23)
Rte 9W Box 1556, Marlboro, NY 12542

John Jaros

54 Carson Ave (45-6-24)
Rte 9W Box 1556, Marlboro, NY 12542

Kelly Boling

56 Carson Ave (45-6-25)
56 Carson Ave, Newburgh, NY 12550

David Rossi

58 Carson Ave (45-6-26)
58 Carson Ave, Newburgh, NY 12550

Moishe A Lefkovits

60 Carson Ave (45-6-27)
11 Premishlan Way, Unit 202, Monroe, NY 10950

Danny's Business Corp

62 Carson Ave (45-6-28)
103 Valley View Dr, Newburgh, NY 12550

Galo Cadena

64 Carson Ave (45-6-29)
64 Carson Ave, Newburgh, NY 12550

Old Newburgh Properties, LLC

117 Renwick St (45-6-3)
PO BOX 1602, Newburgh, NY 12551

Jose E Mera

66 Carson Ave (45-6-30)
198 Douglas Ave, Yonkers, NY 10703

Manuel Balbuena

68 Carson Ave (45-6-31)
68 Carson Ave, Newburgh, NY 12550

Feliciano Guerrero

70 Carson Ave (45-6-32.1)
57 Monarch Dr, Newburgh, NY 12550

Feliciano Guerrero

72 Carson Ave (45-6-32.2)
57 Monarch Dr, Newburgh, NY 12550

Equities of Hudson LLC

74 S Lander St (45-6-33)
25 Allik Way, #517, Spring Valley, NY 10977

Nancy Lewis

72 S Lander St (45-6-34)
103 Cold Spring Lake Rd, Shohola, PA 18458

Carl Ponesse

115 Renwick St (45-6-4)
35 Birchwood Dr, New Windsor, NY 12553

Joanne Lugo

109 Renwick St (45-6-5)
109 Renwick St, Newburgh, NY 12550

Manuel Lopez

107 Renwick St (45-6-6)
107 Renwick St, Newburgh, NY 12550

Old Newburgh Properties, LLC

105 Renwick St (45-6-7)
PO BOX 1602, Newburgh, NY 12551

City of Newburgh PPP Stakeholder List

Fernando Ferreira

103 1/2 Renwick St (45-6-8)
70 Hudson Dr, New Windsor, NY 12553

Kaya Properties NY LLC

103 Renwick St (45-6-9)
234 Broadway, Newburgh, NY 12550

Christopher Calderon

71 Carson Ave (45-7-1)
71 Carson Ave, Newburgh, NY 12550

344 Concord LLC

53 Carson Ave (45-7-10)
108 McNamara Rd, Spring Valley, NY 10977

Erica Carroll-Ogunka

51 Carson Ave (45-7-11)
51 Carson Ave, Newburgh, NY 12550

Carl Ponesse

49 Carson Ave (45-7-12)
35 Birchwood Dr, New Windsor, NY 12553

Carl Ponesse

47 Carson Ave (45-7-13)
35 Birchwood Dr, New Windsor, NY 12553

Landmarc Estates, Inc

17 Liberty St Wh (45-7-14)
234 Broadway, Newburgh, NY 12550

Priscilla Abreu

19 Liberty St Wh (45-7-15)
19 Liberty St Wh, Newburgh, NY 12550

Felipe Guevara

21 Liberty St Wh (45-7-16)
274 Huckleberry Tpke, Wallkill, NY 125892639

Salvador Guevara

23 Liberty St Wh (45-7-17)
544 Lakeside Rd, Newburgh, NY 12550

Harrison Max Grass

25 Liberty St Wh (45-7-18)
56 N Plank Rd, PO BOX 418, Ste 1, Newburgh,
NY 12550

Olivia Murphy

27 Liberty St Wh (45-7-19)
27 Liberty St Wh, Newburgh, NY 12550

Shea Goldkang

69 Carson Ave (45-7-2)
234 Broadway, Ste 2, Newburgh, NY 12550

Nathaniel Jones

29 Liberty St Wh (45-7-20)
29 Liberty St Wh, Newburgh, NY 12550

Barbara Hamilton

31 Liberty St Wh (45-7-21)
507 E 13th St, Apt B3, New York, NY 10009

Arlivia West

46 Overlook Pl (45-7-22)
46 Overlook Pl, Newburgh, NY 12550

Joseph Kahan

48 Overlook Pl (45-7-23)
16 Fillmore Ct, Unit 204, Monroe, NY 10950

Ronald J Costanzo

50 Overlook Pl (45-7-24)
PO BOX 3134, Newburgh, NY 12550

52 Overlook Place Assoc, LLC

52 Overlook Pl (45-7-25)
234 Broadway, Ste 2, Newburgh, NY 12550

Jose A Calix

54 Overlook Pl (45-7-26)
54 Overlook Pl, Newburgh, NY 12550

Skerrett Michael

56 Overlook Pl (45-7-27)
56 Overlook Pl, Newburgh, NY 12550

Eric Lalone

58 Overlook Pl (45-7-28)
58 Overlook Pl, Newburgh, NY 12550

27 Overlook LLC

60 Overlook Pl (45-7-29)
1 Karlsburg Rd, Unit 301, Monroe, NY 10950

Bonhomme John

67 Carson Ave (45-7-3)
136 W 91st St, Apt 15F, New York, NY 10024

Patrick Worrell

62 Overlook Pl (45-7-30)
PO BOX 5057, Poughkeepsie, NY 12602

Habitat for Humanity of

64 Overlook Pl (45-7-31)
125 Washington St, Newburgh, NY 12550

Jeff Jendreski

66 Overlook Pl (45-7-32)
66 Overlook Pl, Newburgh, NY 12550

K E B Holding Corp

66 1/2 Overlook Pl (45-7-33)
66 Overlook Pl, Newburgh, NY 12550

Nicholas O'Brien

88 S Lander St (45-7-34)
367 St Mark's Ave, Apt 1R, Brooklyn, NY 11238

Virginia Lloyd

65 Carson Ave (45-7-4)
65 Carson Ave, Newburgh, NY 12550

Javier Cordero

63 Carson Ave (45-7-5)
12 Red Mills Rd, Pine Bush, NY 12566

Greenheart Holdings LLC

61 Carson Ave (45-7-6)
960 Route 6, Ste 148, Mahopac, NY 10541

Andres Felipe Restrepo

59 Carson Ave (45-7-7)
59 Carson Ave, Newburgh, NY 12550

Baggett, Terry Lee II

57 Carson Ave (45-7-8)

Advantage Location LLC

55 Carson Ave (45-7-9)
1136 Bergen St, #2, Brooklyn, NY 11216

Dorsey Terry

105 Carson Ave (45-8-1)
105 Carson Ave, Newburgh, NY 12550

Sentry Enterprises LLC

87 Carson Ave (45-8-10)
234 Broadway, Ste 2, Newburgh, NY 12550

Duane Ware

83-85 Carson Ave (45-8-11.22)
83 Carson Ave, Newburgh, NY 12550

Tamika Clegg

81 Carson Ave (45-8-12)
81 Carson Ave, Newburgh, NY 12550

Gualpa Pena, Roman

79 Carson Ave (45-8-13)
81 Maple St, Newburgh, NY 12550

Russell Tyler

75 Carson Ave (45-8-14)
238 Montgomery St, Newburgh, NY 12550

Jean E Turnier

89 S Lander St (45-8-15)
15 Hidden Valley Dr, Suffern, NY 10901

Hazel Rose Holdings LLC

93 S Lander St (45-8-16)
120-45 201 St, St. Albans, NY 11412

Overlook & Lander Estates LLC

95 S Lander St (45-8-17)
385 Gillespie St, Pine Bush, NY 12566

Virgilio Cruz

80 Overlook Pl (45-8-18)
80 Overlook Pl, Newburgh, NY 12550

Rosa Solis

82 Overlook Pl (45-8-19)
82 Overlook Pl, Newburgh, NY 12550

Cristian Figueroa

103 Carson Ave (45-8-2)
103 Carson Ave, Newburgh, NY 12550

SMJB Partners LLC

84 Overlook Pl (45-8-20)
234 Broadway, Ste 2, Newburgh, NY 12550

Juan Rodriguez

86 Overlook Pl (45-8-21)
10 Mcdowell Pl, Newburgh, NY 12550

Tulloch Hansel

88 Overlook Pl (45-8-22)
48 Halgren Crescent, Haverstraw, NY 10927

Real Overlook LLC

90 Overlook Pl (45-8-23)
16 Fillmore Ct, Unit 204, Monroe, NY 10957

Kurt Schreiber

92 Overlook Pl (45-8-24)
PO BOX 321, Cornwall-on-Hudson, NY 12520

Real Overlook LLC

94 Overlook Pl (45-8-25)
16 Fillmore Ct, Unit 204, Monroe, NY 10957

Real Overlook LLC

96 Overlook Pl (45-8-26)
16 Fillmore Ct, Unit 204, Monroe, NY 10957

Real Overlook LLC

98 Overlook Pl (45-8-27)
16 Fillmore Ct, Unit 204, Monroe, NY 10957

Real Overlook LLC

100 Overlook Pl (45-8-28)
16 Fillmore Ct, Unit 204, Monroe, NY 10957

Kahan Joseph

32 Monument St (45-8-29)
PO BOX 687, Monroe, NY 10949

Newburgh NY Properties, LLC

101 Carson Ave (45-8-3)
6 Frankfurt Rd, Ste 202, Monroe, NY 10950

Kahan Joseph

30 Monument St (45-8-30)
PO BOX 687, Monroe, NY 10949

28 Monument LLC

28 Monument St (45-8-31)
234 Broadway, Newburgh, NY 12550

Ronald J Costanzo

26 Monument St (45-8-32)
PO BOX 3134, Newburgh, NY 12550

Giovanni Antongiorgi

99 Carson Ave (45-8-4)
445 Third St, Newburgh, NY 12550

Joel Ferencz

97 Carson Ave (45-8-5)
16 Dinev Rd, Unit 303, Monroe, NY 10950

Sentry Enterprises LLC

95 Carson Ave (45-8-6)
234 Broadway, Ste 2, Newburgh, NY 12550

Daniel Green

93 Carson Ave (45-8-7)
234 Broadway, Ste 2, Newburgh, NY 12550

City of Newburgh PPP Stakeholder List

Isaac Were

91 Carson Ave (45-8-8)
82 Mearns Ave, Apt 2, Highland Falls, NY 10928

Mcholder Kia

89 Carson Ave (45-8-9)
89 Carson Ave, Newburgh, NY 12550

Mardonio Ramirez

25 Monument St (45-9-11)
25 Monument St, Newburgh, NY 12550

Jason Cooper

31 Monument St (45-9-12)
3 E Evergreen Rd, #1046, New City, NY 10956

Tonya R Love

118 Overlook Pl (45-9-13)
15 Jessup Ln, Stony Point, NY 10980

Fergold Holdings LLC

120 Overlook Pl (45-9-14.1)
16 Dinev Rd, Unit 303, Monroe, NY 10950

House of God Hebrew

124 Overlook Pl (45-9-16.1)
149 William St, Newburgh, NY 12550

Seniors Research

140 Overlook Pl (45-9-19)
140 Overlook Pl, PO BOX 587, Newburgh, NY 12550

Sherry Bennett

133 Carson Ave (45-9-2.1)
133 Carson Ave, Newburgh, NY 12550

Jesus Vazquez

131 Carson Ave (45-9-2.2)
131 Carson Ave, Newburgh, NY 12550

Mildred Price

129 Carson Ave (45-9-3)
129 Carson Ave, Newburgh, NY 12550

Marquis Taylor

123 Carson Ave (45-9-4)
29 Lutheran St, Newburgh, NY 12550

Mark A Vazquez

117 Carson Ave (45-9-7.1)
82 Prospect Ave, Goshen, NY 10924

Lavette Green

115 Carson Ave (45-9-8)
965 Albany Ave, Brooklyn, NY 11203

Oscar E Hernandez

17 Monument St (45-9-9.1)
17 Monument St, Newburgh, NY 12550

42 Liberty Street LLC

42 Liberty St (46-1-1)
208 Lenox Ave, #124, Westfield, NJ 07090

Alicia H Vaughn

21 Johnes St (46-1-10)
PO BOX 436, Slatehill, NY 10973

Kenneth L Cummings

19 Johnes St (46-1-11)
5 Dene Rd, Newburgh, NY 12550

Camco Properties, Inc

17 Johnes St (46-1-12)
2 Johnes St, Newburgh, NY 12550

Camco Properties, Inc

13 Johnes St (46-1-13)
2 Johnes St, Newburgh, NY 12550

City of Newburgh

9 Johnes St (46-1-14)
83 Broadway, Newburgh, NY 12550

City of Newburgh

5 Johnes St (46-1-15)
83 Broadway, Newburgh, NY 12550

City of Newburgh PPP Stakeholder List

Jose L Rodriguez

3 Johnes St (46-1-16)
PO BOX 1235, Newburgh, NY 12550

Jose L Rodriguez

1 Johnes St (46-1-17)
81 Renwick St, Newburgh, NY 12550

2 Liberty Street, LLC

2 Liberty St (46-1-18)
150 50th Ave, #1009, Long Island City, NY 11101

WHG Of New York Inc

4 Liberty St (46-1-19)
16 Riverwood Dr, Marlboro, NY 12542

Jose Ramirez

83 S William St (46-1-2)
43 Johnes St, Newburgh, NY 12550

Joel Ferencz

6 Liberty St (46-1-20)
16 Dinev Rd, Unit 303, Monroe, NY 10950

Eunice David

8 Liberty St (46-1-21)
189-06 Dormans Rd, St Albans, NY 11412

Demarni 2, LLC

10 Liberty St (46-1-22)
16 Riverwood Dr, Marlboro, NY 12542

Anne C Friedman

12 Liberty St (46-1-23)
12 Liberty St, Newburgh, NY 12550

Newburgh SHG 69 LLC

14 Liberty St (46-1-24)
1274 49th St, Ste 433, Brooklyn, NY 11219

Scotty's Est Prop LLC

16 Liberty St (46-1-25)
PO BOX 413, Elmont, NY 11003

C & G Properties Of

18 Liberty St (46-1-26)
129 Lake St, Newburgh, NY 12550

C & G Properties Of

20 Liberty St (46-1-27)
129 Lake St, Newburgh, NY 12550

22-24 Liberty LLC

22 Liberty St (46-1-28.1)
265 Sunrise Hwy, Ste 50, Rockville Centre, NY 11570

Cherie Bell

41 Johnes St (46-1-3)
41 Johnes St, Newburgh, NY 12550

Bannerman Tokyo Prop. LLC

26 Liberty St (46-1-30)
26 Liberty St, Newburgh, NY 12550

Newburgh SHG 43 LLC

36 Liberty St (46-1-31)
1274 49th St, Ste 433, Brooklyn, NY 11219

Liberty Kings LLC

40 Liberty St (46-1-33)
8 Overdell Ln, Newburgh, NY 12550

Liberty Kings LLC

39 Johnes St (46-1-4)
8 Overdell Ln, Newburgh, NY 12550

Liberty Kings LLC

37 Johnes St (46-1-5)
8 Overdell Ln, Newburgh, NY 12550

Edris C Davis

35 Johnes St (46-1-6)
35 Johnes St, Newburgh, NY 12550

27 Johnes Street Llc

27 Johnes St (46-1-7)
9 Hedges Ave, Cornwall, NY 12520

City of Newburgh PPP Stakeholder List

Kenneth Cummings

25 Johnes St (46-1-8)
5 Dene Rd, Newburgh, NY 12550

Kenneth Cummings

23 Johnes St (46-1-9)
5 Dene Rd, Newburgh, NY 12550

Shaw Building L.P.

24 Johnes St (46-2-1)
297 Mill St, Poughkeepsie, NY 12601

One Edward LLC

1 Edward St (46-2-11)
1 Edward St, Newburgh, NY 12550

CER Enterprises Inc.

10 Renwick St (46-2-12)
58 Central Ave, Ossining, NY 10562

Favata's LLC

18 Johnes St (46-2-14)
30 Lakeview Dr, Newburgh, NY 12550

City of Newburgh

39 Edward St (46-2-2)
83 Broadway, Newburgh, NY 12550

Newburgh SHG 68 LLC

37 Edward St (46-2-3)
1274 49th St, Ste 433, Brooklyn, NY 11219

Chris J Park

35 Edward St (46-2-4)
23-10 41st Ave, Apt #11A, Long Island City, NY 11101

Anthony Burrows

21 Edward St (46-2-5)
13 Eagle Ridge Way, Nanuet, NY 10954

Gloria Lino

19 Edward St (46-2-6)
19 Edward St, Newburgh, NY 12550

Stanislawa Sikorski

17 Edward St (46-2-7)
68 Pleasant View Dr, Marlboro, NY 12542

CER Enterprises Inc.

15 Edward St (46-2-8)
58 Central Ave, Ossining, NY 10562

CER Enterprises Inc.

13 Edward St (46-2-9)
58 Central Ave, Ossining, NY 10562

Mary Hammett

38 Edward St (46-3-1)
295 Central Park West, 11 D, New York, NY 10024

Newburgh SHG 67 LLC

36 Edward St (46-3-2)
1274 49th St, Ste 433, Brooklyn, NY 11219

32-34 Edward Street LLC

34 Edward St (46-3-3)
68 Pleasant View Dr, Marlboro, NY 12542

Precision Propeller Repair Inc

30 Edward St (46-3-4)
68 Hillside Dr, Marlboro, NY 12542

24 Edward LLC

24 Edward St (46-3-5)
120 Spring St, Monroe, NY 10950

Sergio Gonzales

22 Edward St (46-3-6)
22 Edward St, Newburgh, NY 12550

Newburgh SHG 64 LLC

20 Edward St (46-3-7)
1274 49th St, Ste 433, Brooklyn, NY 11219

Rhk Enterprises Inc

1 S Colden St (46-3-8.1)
2-8 Johnes St, Newburgh, NY 12550

City of Newburgh PPP Stakeholder List

City of Newburgh

15 S Colden St (46-3-8.2)
83 Broadway, Newburgh, NY 12550

Central Hudson Gas & Elec

4 Renwick St (46-4-1)
284 South Ave, Poughkeepsie, NY 12601

Csx Transportation Inc

S Water St (46-4-2)
500 Water St, Jacksonville, FL 32202

Csx Transportation Inc

S Water St (46-4-3)
500 Water St, Jacksonville, FL 32202

City of Newburgh

3 River St (46-4-4)
83 Broadway, Newburgh, NY 12550

City of Newburgh

1 River St (46-4-5)
83 Broadway, Newburgh, NY 12550

85 Renwick Street LLC

85 Renwick St (46-5-1)
234 Broadway, Ste 2, Newburgh, NY 12550

City of Newburgh

1 Renwick St (46-5-10)
83 Broadway, Newburgh, NY 12550

Schroeder, Jr Robert

8 Overlook Pl (46-5-11)
8 Overlook Pl, Newburgh, NY 12550

Manny G Pereira

10 Overlook Pl (46-5-12)
PO BOX 533, Wallkill, NY 12589

Manny G Pereira

12 Overlook Pl (46-5-13)
PO BOX 533, Wallkill, NY 12589

Dayna M Castano

14 Overlook Pl (46-5-14)
460 W 23rd St, #3A, New York, NY 10011

Dayna M Castano

3 Riverview Pl (46-5-15)
460 W 23rd St, #3A, New York, NY 10011

Thomas Silento

2 Riverview Pl (46-5-16)
2 Riverview Pl, Newburgh, NY 12550

Angelo F Cappello

1 Riverview Pl (46-5-17)
1 Riverview Pl, Newburgh, NY 12550

5-7 Carson Avenue LLC

5 Carson Ave (46-5-19.1)
24 Kosteczko Dr, Wallkill, NY 12589

Jose L Rodriguez

81 Renwick St (46-5-2)
81 Renwick St, Newburgh, NY 12550

5-7 Carson Avenue LLC

7 Carson Ave (46-5-20)
24 Kosteczko Dr, Wallkill, NY 12589

9 Carson Realty Partners LLC

9 Carson Ave (46-5-21)
831 E Deer Creek Rd, Phoenix, AZ 85048

Peggy L Johnston

16 Liberty St Wh (46-5-22)
16 Liberty St Wh, Newburgh, NY 12550

Winsome Farquharson

14 Liberty St Wh (46-5-23)
20 Hornbeck Rd, Poughkeepsie, NY 12603

Drumm 12 Liberty, Inc

12 Liberty St Wh (46-5-24)
250 Union Ave, New Windsor, NY 12553

City of Newburgh PPP Stakeholder List

Jacqueline A Darrington

10 Liberty St Wh (46-5-25)

10 Liberty St Wh, Newburgh, NY 12550

Simangaye Xabe

8 Liberty St Wh (46-5-26)

8 Liberty St Wh, Newburgh, NY 12550

Richard Kodilanen

79 Renwick St (46-5-3)

1296 Union Ave, Newburgh, NY 12550

67-75 Renwick LLC

67 Renwick St (46-5-4)

175 Hooper St, #4, Brooklyn, NY 11211

Camco Properties, Inc

65 Renwick St (46-5-5)

2 Johnes St, Newburgh, NY 12550

CER Enterprises Inc.

66 Renwick St (46-5-6.1)

58 Central Ave, Ossining, NY 10562

Renwick Holding LLC

25 Renwick St (46-5-9)

13 Ilan Ct, Lakewood, NJ 08701

Marjorie E Melvin

18 Liberty St Wh (46-6-1)

18 Liberty St Wh, Newburgh, NY 12550

John Luna

30 Overlook Pl (46-6-10)

30 Overlook Pl, Newburgh, NY 12550

Marin Ivankovic

32 Liberty St Wh (46-6-11)

32 Liberty St Wh, Newburgh, NY 12550

Karen L Davis

30 Liberty St Wh (46-6-12)

30 Liberty St WH, Newburgh, NY 12550

Rafael Vaquero

28 Liberty St Wh (46-6-13)

28 Liberty St Wh, Newburgh, NY 12550

Kimberly Ann Calvano

24 Liberty St Wh (46-6-14)

24 Liberty St Wh, Newburgh, NY 12550

Michelle Koch

20 Liberty St Wh (46-6-15)

20 Liberty St Wh, Newburgh, NY 12550

Aura Gaitan

10 Carson Ave (46-6-2)

10 Carson Ave, Newburgh, NY 12550

Wags Realty Associates LLC

8 Carson Ave (46-6-3)

16 Gala Dr, Newburgh, NY 12550

Alida Geh Li-Da

6 Carson Ave (46-6-4)

50-35 45th St, Woodside, NY 11377

Joseph Holdren

4 Carson Ave (46-6-5)

4 Carson Ave, Newburgh, NY 12550

Newboro Carson LLC

2 Carson Ave (46-6-6)

PO BOX 69, Wurtsboro, NY 12790

Raymond Rodriguez

22 Overlook Pl (46-6-7)

55 Parkway West, Mount Vernon, NY 10552

Desmond George Fearon

24 Overlook Pl (46-6-8)

24 Overlook Pl, Newburgh, NY 12550

Tamara Naparstek

26 Overlook Pl (46-6-9)

26 Overlook Pl, Newburgh, NY 12550

City of Newburgh PPP Stakeholder List

City of Newburgh

91 Monument St (47-2-2.3)
83 Broadway, Newburgh, NY 12550

Joaquin Mejia

111 Henry Ave (47-2-4)
111 Henry Ave, Newburgh, NY 12550

Board Of Education Of The

65 Monument St (47-2-5)
124 Grand St, Newburgh, NY 12550

New Millenium Ministry Church

75 Monument St (47-2-6.1)
8 City Terrace North, Newburgh, NY 12550

Timothy J Peterson

67 Monument St (47-2-6.2)
67-69 Monument St, Newburgh, NY 12550

Felix Aguilar

81 Monument St (47-2-7.1)
81 Monument St, Newburgh, NY 12550

Shalanda M Williams

79 Monument St (47-2-7.2)
79 Monument St, Newburgh, NY 12550

Olga Adan

77 Monument St (47-2-7.3)
77 Monument St, Newburgh, NY 12550

Floyd J Lewis

89 Monument St (47-2-8)
89 Monument St, Newburgh, NY 12550

Board Of Education

33 Monument St (47-3-1)
124 Grand St, Newburgh, NY 12550

Board Of Education

59 Monument St (47-3-2)
124 Grand St, Newburgh, NY 12550

Thomas Carbarin

69 Henry Ave (48-10-1)
69 Henry Ave, Newburgh, NY 12550

Gallegos Contractors Corp

49 Henry Ave (48-10-10)
1000 Lower South St, Peekskill, NY 10566

47 Henry Ave LLC

47 Henry Ave (48-10-11)
PO BOX 157, Greenvale, NY 11548

Beer Grey LLC

45 1/2 Henry Ave (48-10-12)
45 1/2 Henry Ave, #3, Newburgh, NY 12550

Carlos Hernandez

71 Liberty St Wh (48-10-13)
74 Liberty St Wh, Newburgh, NY 12550

Carla Aurich

73 Liberty St Wh (48-10-14)
73 Liberty St Wh, Newburgh, NY 12550

Marie James

75 Liberty St Wh (48-10-15)
PO BOX 452, Newburgh, NY 12551

Nicolas Carlas

77 Liberty St Wh (48-10-16)
14 Johanna Dr, Newburgh, NY 12550

81 Liberty LLC

81 Liberty St Wh (48-10-17)
PO BOX 104, Newburgh, NY 12550

Humberto Hernandez

46 Beacon St (48-10-18)
46 Beacon St, Newburgh, NY 12550

Ronald J Costanzo

48 Beacon St (48-10-19)
PO BOX 3134, Newburgh, NY 12550

City of Newburgh PPP Stakeholder List

Fuentes Jose Francisco

67 Henry Ave (48-10-2)
67 Henry Ave, Newburgh, NY 12550

Jorge Alvarado

50 Beacon St (48-10-20)
50 Beacon St, Newburgh, NY 12550

Jose Gualpa

52 Beacon St (48-10-21)
239 Robinson Ave, Newburgh, NY 12550

Francisco Garcia

60 Beacon St (48-10-22)
60 Beacon St, Newburgh, NY 12550

Juan Rodriguez

62 Beacon St (48-10-23)
10 Mcdowell Pl, Newburgh, NY 12550

Maite Gonzalez

64 Beacon St (48-10-24)
88-55 240th St, Bellerose, NY 11426

Robert W Sanchez

66 Beacon St (48-10-25)
66 Beacon St, Newburgh, NY 12550

Omar Lainez

70 Beacon St (48-10-26)
70 Beacon St, Newburgh, NY 12550

Anne L Milliken

65 Henry Ave (48-10-3)
65 Henry Ave, Newburgh, NY 12550

Betty Thornton

61 Henry Ave (48-10-4.1)
614 Kissan Rd, Peekskill, NY 10566

Betty J Thornton

57 Henry Ave (48-10-6)
PO BOX 9194, Scarborough, NY 10510

Eugene Albert Reich

55 Henry Ave (48-10-7)
55 Henry Ave, Newburgh, NY 12550

Tony Newman

53 Henry Ave (48-10-8)
53 Henry Ave, Newburgh, NY 12550

Heather Gallagher

51 Henry Ave (48-10-9)
968 Chester Rd, Sayville, NY 11782

Walter A Zhingri

105 Overlook Pl (48-1-1)
105 Overlook Pl, Newburgh, NY 12550

85 Overlook Newburgh LLC

85 Overlook Pl (48-1-10.1)
234 Broadway, Ste 2, Newburgh, NY 12550

Demarni, LLC

87 Overlook Pl (48-1-10.2)
16 Riverwood Dr, Marlboro, NY 12542

Ochoa Antonio

81 Overlook Pl (48-1-11)
79 Overlook Pl, Newburgh, NY 12550

Howard Elder

69 Courtney Ave (48-11-1)
15 Oak Crest Dr, Highland, NY 12528

Seth Olenick

51 Courtney Ave (48-11-10)
51 Courtney Ave, Newburgh, NY 12550

Jose Herrera

49 Courtney Ave (48-11-11)
49 Courtney Ave, Newburgh, NY 12550

Nancy Colas

47 Courtney Ave (48-11-12)
47 Courtney Ave, Newburgh, NY 12550

City of Newburgh PPP Stakeholder List

Pamela Buxton

49 Liberty St Wh (48-11-13)
8 Dene Rd, Newburgh, NY 12550

Qayyem Munal

55 Liberty St Wh (48-11-14)
651 W 171st St, Apt 38, New York, NY 10032

John Wood

57 Liberty St Wh (48-11-15)
610 Broadway, #432, Newburgh, NY 12550

Hhans Sandiford

59 Liberty St Wh (48-11-16)
4 Charlile Cir, Newburgh, NY 12550

Max Dworkin

61 Liberty St Wh (48-11-17)
67 India St, #8B, Brooklyn, NY 11222

James E Rich

63 Liberty St Wh (48-11-18)
63 Liberty St Wh, Newburgh, NY 12550

Jenna P Lee

46 Henry Ave (48-11-19)
PO BOX 227, Edgewater, NJ 07020

Ochoa Antonio

79 Overlook Pl (48-1-12)
79 Overlook Pl, Newburgh, NY 12550

Nadia Itani

50 Henry Ave (48-11-20)
50 Henry Ave, Fl 2, Newburgh, NY 12550

54 Henry Ave LLC

54 Henry Ave (48-11-21)
54 Henry Ave, Newburgh, NY 12550

Leonel Gonzalez

56 Henry Ave (48-11-22)
56 Henry Ave, Newburgh, NY 12550

Jacob B Strulovic

67 Courtney Ave (48-11-2.2)
20 Lake St, #101, Monroe, NY 10950

Claribel Diaz-Amaya

58 Henry Ave (48-11-23)
58 Henry Ave, Newburgh, NY 12550

Efigenio Guevara

60 Henry Ave (48-11-24)
60 Henry Ave, Newburgh, NY 12550

Johnie L Harris

64 Henry Ave (48-11-25)
64 Henry Ave, Newburgh, NY 12550

Veronica Pabon

68 Henry Ave (48-11-26)
58 Fowler Ave, Newburgh, NY 12550

Amancio M Salazar

70 Henry Ave (48-11-27)
70 Henry Ave, Newburgh, NY 125506307

Jamar Goodman

77 Overlook Pl (48-1-13)
19 Curtin Ln, Marlboro, NY 12542

Renee A Knight

65 Courtney Ave (48-11-3)
65 Courtney Ave, Newburgh, NY 12550

Rochel Ellis-Smith

75 Overlook Pl (48-1-14)
75 Overlook Pl, Newburgh, NY 12550

Jacqueline M Roumou

63 Courtney Ave (48-11-4)
114 Belmont Ave, Middletown, NY 10940

Francisca George

73 Overlook Pl (48-1-15)
1432 Eastern Pkwy, Brooklyn, NY 11233

City of Newburgh PPP Stakeholder List

Marlon Wilson

61 Courtney Ave (48-11-5)
234 Broadway, Ste 2, Newburgh, NY 12550

Ronald J Costanzo

74 Courtney Ave (48-1-16)
PO BOX 3134, Newburgh, NY 12550

Kvapil Jaroslava Simone

59 Courtney Ave (48-11-6)
59 Courtney Ave, Newburgh, NY 12550

Rosalba Properties LLC

76 Courtney Ave (48-1-17)
966 Main St, Fleischmanns, NY 12430

Cady Trust

57 Courtney Ave (48-11-7)
57 Courtney Ave, Newburgh, NY 12550

Edman Jackson

78 Courtney Ave (48-1-18)
78 Courtney Ave, Newburgh, NY 12550

Courtney NY LLC

55 Courtney Ave (48-11-8)
183 Wilson St, Unit 411, Brooklyn, NY 11211

Harvel Smith

82 Courtney Ave (48-1-19)
PO BOX 1355, Newburgh, NY 12550

Jose R Romero

53 Courtney Ave (48-11-9)
53 Courtney Ave, Newburgh, NY 12550

HYH Newburgh LLC

103 Overlook Pl (48-1-2)
234 Broadway, Newburgh, NY 12550

Ronald J Costanzo

84 Courtney Ave (48-1-20)
PO BOX 3134, Newburgh, NY 12550

Moishe A Lefkovits

86 Courtney Ave (48-1-21)
11 Premishlan Way, Unit 202, Monroe, NY 10950

Washington Heights

105 Courtney Ave (48-12-1)
58 Monument St, Newburgh, NY 12550

Ronald J Costanzo

75 Courtney Ave (48-12-10)
PO BOX 3134, Newburgh, NY 12550

Sonia Arias

73 Courtney Ave (48-12-11)
50 Hunt Rd, Wallkill, NY 12589

Ricardo Tegni

119 S Lander St (48-12-12)
135 Grand St, Newburgh, NY 12550

Grace Lewis

72 Henry Ave (48-12-13.1)
72 Henry Ave, Newburgh, NY 12550

Yenom Holdings LLC

72-1/2 Henry Ave (48-12-16.1)
PO BOX 2111, Newburgh, NY 12550

Bilenky Vladimir

74 Henry Ave (48-12-17)
130 Lomala Ln, Hopewell Jct, NY 12533

Merault K Almonor

76 Henry Ave (48-12-18.1)
152 W 121st St, New York, NY 10027

88 Courtney LLC

88 Courtney Ave (48-1-22)
234 Broadway, Newburgh, NY 12550

New Fort Properties LLC

99 Courtney Ave (48-12-2)
56 Hilltop Dr, Putnam Valley, NY 10579

City of Newburgh PPP Stakeholder List

John Panzella

80 Henry Ave (48-12-20)
2 Lucas Dr, New Windsor, NY 12553

Jessica Torres

82 Henry Ave (48-12-21)
4 Utopian Ct, Newburgh, NY 12550

John Panzella

84 Henry Ave (48-12-22)
2 Lucas Dr, New Windsor, NY 12553

Abraham Smilowitz

86 Henry Ave (48-12-23)
3 Hawthorne Dr, Monroe, NY 10950

Archie Broady

88 Henry Ave (48-12-24)
88 Henry Ave, Newburgh, NY 12550

Washington Hgts Asso

58 Monument St (48-12-25)
58 Monument St, Newburgh, NY 12550

Julio Chamorro

90 Courtney Ave (48-1-23)
90 Courtney Ave, Newburgh, NY 12550

Antonio Dimarco

97 Courtney Ave (48-12-3)
97 Courtney Ave, Newburgh, NY 12550

Frank Defranco

92 Courtney Ave (48-1-24)
92 Courtney Ave, Newburgh, NY 12550

Kim M Malcolm

94 Courtney Ave (48-1-25.1)
PO BOX 1482, Newburgh, NY 12551

Cinthia P Varela

93 Courtney Ave (48-12-5.1)
93 Courtney Ave, Newburgh, NY 12550

Dagoberto Rivera

91 Courtney Ave (48-12-6)
91 Courtney Ave, Newburgh, NY 12550

100 Courtney Avenue LLC

100 Courtney Ave (48-1-27)
3845 Cranberry Ln, Shrub Oak, NY 10588

Marcolina Rodriguez

81 Courtney Ave (48-12-7)
81 Courtney Ave, Newburgh, NY 12550

Tamara Rafkin

104 Courtney Ave (48-1-28)
104 Courtney Ave, Newburgh, NY 12550

79 Courtney LLC

79 Courtney Ave (48-12-8)
11 Ruzhin Rd, Unit 302, Monroe, NY 10950

Jose Luis Vazquez

106 Courtney Ave (48-1-29)
106 Courtney Ave, Newburgh, NY 12550

Terence JR Mcfarlane

77 Courtney Ave (48-12-9)
4165A Hill Ave, Bronx, NY 10466

Newburgh SHG 58 LLC

101 Overlook Pl (48-1-3)
1274 49th St, Ste 433, Brooklyn, NY 11219

Newburgh SHG 37 LLC

99 Overlook Pl (48-1-4)
1274 49th St, Ste 433, Brooklyn, NY 11219

Real Overlook LLC

97 Overlook Pl (48-1-5)
16 Fillmore Ct, Unit 204, Monroe, NY 10957

Alberto Martinez

95 Overlook Pl (48-1-6)
66 Grove St, Newburgh, NY 12550

City of Newburgh PPP Stakeholder List

Crespin Ramirez

93 Overlook Pl (48-1-7)

91 Overlook Pl, Newburgh, NY 12550

Crespin Ramirez

91 Overlook Pl (48-1-8)

91 Overlook Pl, Newburgh, NY 12550

Newburgh Equities LLC

89 Overlook Pl (48-1-9)

16 Fillmore Ct, Unit 204, Monroe, NY 10957

65 Overlook Place LLC

102 S Lander & 65 Overlook Pl (48-2-1)

179 Whitewood Dr, Massapequa, NY 11762

Charlie E Little

37 Liberty St Wh (48-2-10)

8 June Rd, Newburgh, NY 12550

Sabbag Veronica

41 Liberty St Wh (48-2-11)

195 Montgomery St, Newburgh, NY 12550

Esteen Williams

43 Liberty St Wh (48-2-12)

43 Liberty St W H, Newburgh, NY 12550

Robert R Skae

45 Liberty St Wh (48-2-13)

45 Liberty St Wh, Newburgh, NY 12550

Jonathan Cedillo

47 Liberty St Wh (48-2-14)

47 Liberty St Wh, Newburgh, NY 12550

Evaristo Castaneda

46 Courtney Ave (48-2-15)

46 Courtney Ave, Newburgh, NY 12550

Kevin Law

48 Courtney Ave (48-2-16)

226-65 Union Tpke, Apt B, Oakland Gardens, NY
11364

Luz S Holguin

50 Courtney Ave (48-2-17)

50 Courtney Ave, Newburgh, NY 12550

Cox Murray Spenser

52 Courtney Ave (48-2-18)

52 Courtney Ave, Newburgh, NY 12550

Reyna Solis

54 Courtney Ave (48-2-19)

54 Courtney Ave, Newburgh, NY 12550

Teresa Lucero

61 Overlook Pl (48-2-2)

17 Memorial Dr, Newburgh, NY 12550

Fernando Cordero

56 Courtney Ave (48-2-20)

56 Courtney Ave, Newburgh, NY 12550

Karlsburg Valley Realty LLC

58 Courtney Ave (48-2-21)

1 Karlsburg Rd, #301, Monroe, NY 10950

City of Newburgh

66 Courtney Ave (48-2-22.2)

83 Broadway, Newburgh, NY 12550

Golden Suite Management LLC

68 Courtney Ave (48-2-24)

234 Broadway, Newburgh, NY 12550

City of Newburgh

104 S Lander St (48-2-25)

83 Broadway, Newburgh, NY 12550

Armando Campos

59 Overlook Pl (48-2-3)

385 Gillespie St, Pine Bush, NY 12566

Peggy J Willis

57 Overlook Pl (48-2-4)

57 Overlook Pl, Newburgh, NY 12550

City of Newburgh PPP Stakeholder List

Howard Thomas

55 Overlook Pl (48-2-5)
PO BOX 418, Mount Vernon, NY 10552

Elaine C Magwood Living Trust

51 Overlook Pl (48-2-6)
23 Weather Oak Hill, New Windsor, NY 12553

Eric Person

49 Overlook Pl (48-2-7)
49 Overlook Pl, Newburgh, NY 12550

San Miguel, Dany J

47 Overlook Pl (48-2-8)
47 Overlook Pl, Newburgh, NY 12550

Denis Cruz

35 Liberty St Wh (48-2-9)
35 Liberty St Wh, Newburgh, NY 12550

Estate of Parker, L C Leroy

36 Liberty St Wh (48-3-1)
1815 Stratford Ave, Neptune, NJ 07753

Joseph J Vitale

15 Overlook Pl (48-3-10)
15 Overlook Pl, Newburgh, NY 12550

Arnold L Gayle

11 Overlook Pl (48-3-11)
11 Overlook Pl, Newburgh, NY 12550

Konranbloom LLC

2 Bay View Ter (48-3-12)
79 Leonard St, New York, NY 10013

Saeed Ahdab

4 Bay View Ter (48-3-13)
4 Bay View Ter, Newburgh, NY 12550

6 Bay View Terrace, LLC

6 Bay View Ter (48-3-14)
119 Ingraham St, #202, Brooklyn, NY 11237

Bay View Terrace 1 LLC

8 Bay View Ter (48-3-15)
40 De Koven Ct, Brooklyn, NY 11230

Courtney Ave LLC

2 Courtney Ave (48-3-16)
1203 North Ave, Beacon, NY 12508

10 Courtney Newburgh, LLC

10 Courtney Ave (48-3-17)
234 Broadway, Ste 2, Newburgh, NY 12550

12 Courtney Newburgh, LLC

12 Courtney Ave (48-3-18)
234 Broadway, Ste 2, Newburgh, NY 12550

Steven Ciancanelli

16 Courtney Ave (48-3-19)
16-07 150th St, Whitestone, NY 11357

Kevin Reggero

29 Overlook Pl (48-3-2)
15 Nott Pl, Newburgh, NY 12550

Subchand LLC

20 Courtney Ave (48-3-20)
3524 Route 9W, Highland, NY 12528

James H Ray

22 Courtney Ave (48-3-21)
22 Courtney Ave, Newburgh, NY 12550

Ashley David Brun

24 Courtney Ave (48-3-22)
24 Courtney Ave, Newburgh, NY 12550

Clara M Mead

26 Courtney Ave (48-3-23)
5 Catherine St, Newburgh, NY 12550

Robert Greco

28 Courtney Ave (48-3-24)
31 Hasbrouck Ave, Cornwall, NY 12518

City of Newburgh PPP Stakeholder List

Congregational Church

44 Liberty St Wh (48-3-25)
145 Heather Cir, Newburgh, NY 12550

Kerry Anne Symon

42 Liberty St Wh (48-3-26)
42 Liberty St Wh, Newburgh, NY 12550

Victor Lewis

40 Liberty St Wh (48-3-27)
PO BOX 1764, Newburgh, NY 12551

Charles Ortiz

38 Liberty St Wh (48-3-28)
7 Harvey Way, Newburgh, NY 12550

Mordchai Stern

27 Overlook Pl (48-3-3)

Yasmin Elshafei

25 Overlook Pl (48-3-4)
25 Overlook Pl, Newburgh, NY 12550

Jennifer Devita

23 Overlook Pl (48-3-5)
23 Overlook Pl, Newburgh, NY 12550

De Jesus, Jeannette

21 Overlook Pl (48-3-6)
27 Stonebridge Ln, West Hartford, CT 06107

Overlook JF2 LLC

19 Overlook Pl (48-3-7)
40 Dekoven Ct, Brooklyn, NY 11230

Harriet Romer

17 Overlook Pl (48-3-8)
17 Overlook Pl, Newburgh, NY 12550

Luis Moran, Lenin

15-1/2 Overlook Pl (48-3-9)
15-1/2 Overlook Pl, Newburgh, NY 12550

Rashell Adriana Villa

52 Liberty St Wh (48-4-1)
30 Clinton Ave, Ossining, NY 10562

Gretchen Hirsch

12 Bay View Ter (48-4-10)
12 Bay View Ter, Newburgh, NY 12550

Cumberbatch Yvette Stacey

14 Bay View Ter (48-4-11)
14 Bay View Ter, Newburgh, NY 12550

Lee Aram

15 Bay View Ter (48-4-12)
15 Bay View Ter, Newburgh, NY 12550

Deborah Howard

16 Bay View Ter (48-4-13)
295 St John's Pl, 6J, Brooklyn, NY 11238

Thomas D Friedrich

8 Henry Ave (48-4-14)
8 Henry Ave, Newburgh, NY 12550

Joshua Brown

10 Henry Ave (48-4-15)
10 Henry Ave, Newburgh, NY 12550

Alan Scheiner

12 Henry Ave (48-4-16)
2 Nova Dr, Cornwall, NY 12518

Kevin Connelly

14 Henry Ave (48-4-17)
21 Bull Mine Rd, Chester, NY 10918

Joseph Carmody

16 Henry Ave (48-4-18)
9437 Shore Rd, Apt A8, Brooklyn, NY 11209

Carolyn Thompson

18 Henry Ave (48-4-19)
18 Henry Ave, Newburgh, NY 12550

City of Newburgh PPP Stakeholder List

Peter Frase

29 Courtney Ave (48-4-2)
29 Courtney Ave, Newburgh, NY 12550

Gary Warren Embler

22 Henry Ave (48-4-20)
22 Henry Ave, Newburgh, NY 12550

Willie Thomas

24 Henry Ave (48-4-21)
24 Henry Ave, Newburgh, NY 12550

Joseph Guzman

28 Henry Ave (48-4-22)
28 Henry Ave, Newburgh, NY 12550

Newburgh SHG 31 LLC

64 Liberty St Wh (48-4-23)
1274 49th St, Ste 433, Brooklyn, NY 11219

Mary M Elder

62 Liberty St Wh (48-4-24)
62 Liberty St Wh, Newburgh, NY 12550

Robin Cobbs

60 Liberty St Wh (48-4-25)
60 Liberty St Wh, Newburgh, NY 12550

Pablo Cruz

58 Liberty St Wh (48-4-26)
58 Liberty St, Newburgh, NY 12550

Hhans Sandiford

56 Liberty St Wh (48-4-27)
4 Charlile Cir, Newburgh, NY 12550

Dwight D. Johns, Inc

54 Liberty St Wh (48-4-28)
PO BOX 911, Newburgh, NY 125510911

Randy Jones

25 Courtney Ave (48-4-3)
25 Courtney Ave, Newburgh, NY 12550

Nola Francois

21 Courtney Ave (48-4-4)
21 Courtney Ave, Newburgh, NY 12550

Pascual Javier

19 Courtney Ave (48-4-5)
19 Courtney Ave, Newburgh, NY 12550

David Copley

17 Courtney Ave (48-4-6)
17 Courtney Ave, Newburgh, NY 12550

Henry L Hayes

15 Courtney Ave (48-4-7)
15 Courtney Ave, Newburgh, NY 12550

Hudson, Bay Properties Inc

11 Courtney Ave (48-4-8)
PO BOX 44, Milton, NY 12547

Katherine Gallagher

10 Bay View Ter (48-4-9)
10 Bay View Ter, Newburgh, NY 12550

Espinal Christopher Lee

68 Liberty St Wh (48-5-1)
68 Liberty St Wh, Newburgh, NY 12550

Lodge Grace

9 Henry Ave (48-5-10)
9 Henry Ave, Newburgh, NY 12550

Doria G Paci

18 Bay View Ter (48-5-11)
18 Bay View Ter, Newburgh, NY 12550

Naomi Lippin

20 Bay View Ter (48-5-12)
20 Bay View Ter, Newburgh, NY 12550

Leopoldo Mancilla

22 Bay View Ter (48-5-13)
PO BOX 2794, Newburgh, NY 12550

Keller as Trustee, Max

24 Bay View Ter (48-5-14)
25 Bay View Ter, Newburgh, NY 12550

Lawrence Desouza

25 Bay View Ter Rear (48-5-15.1)
20 Pierces Rd, Apt 18, Newburgh, NY 12550

Keller as Trustee, Max

25 Bay View Ter (48-5-15.2)
25 Bay View Ter, Newburgh, NY 12550

Holpuch Family Trust, The Elizabeth Ann

26 Bay View Ter (48-5-16)
26 Bay View Ter, Newburgh, NY 12550

Joanna Badmajew

27 Bay View Ter (48-5-17)
220 East 65th St, Apt 18F, New York, NY 10065

Kathy Lawrence

28 Bay View Ter (48-5-18)
28 Bay View Ter, Newburgh, NY 12550

Bradley Brown

29 Bay View Ter (48-5-19)
33 Bay View Ter, Newburgh, NY 12550

Gabrielle L Watson

27 Henry Ave (48-5-2)
27 Henry Ave, Newburgh, NY 12550

Verna C Kirwan

30 Bay View Ter (48-5-20)
30 Bay View Ter, Newburgh, NY 12550

Timothy J Riss

32 Bay View Ter (48-5-21)
32 Bay View Ter, Newburgh, NY 12550

Bradley Brown

33 Bay View Ter (48-5-22)
33 Bay View Ter, Newburgh, NY 12550

34BayviewTerrace LLC

34 Bay View Ter (48-5-23)
7025 Yellowstone Blvd, Apt #24J, Forest Hills, NY 11375

Alexandra Church

37 Bay View Ter (48-5-24)
37 Bay View Ter, Newburgh, NY 12550

Kai Wright

39 Bay View Ter (48-5-25)
39 Bay View Ter, Newburgh, NY 12550

Christopher Fisher

88 Liberty St Wh (48-5-26)
3 Sylvester Ct, Newburgh, NY 12550

Felipe M Bravo

86 Liberty St Wh (48-5-27)
86 Liberty St Wh, Newburgh, NY 12550

Jessica K Stokay

84 Liberty St Wh (48-5-28)
65 E 7th St, Apt 4, New York, NY 10003

Andre Guimond

82 Liberty St Wh (48-5-29)
18 Glen Ave, Cape Elizabeth, ME 04107

Pinchos Mandel

25 Henry Ave (48-5-3)
234 Broadway, Newburgh, NY 12550

Ronald J Costanzo

80 Liberty St Wh (48-5-30)
PO BOX 3134, Newburgh, NY 12550

Boykin Georgetta

78 Liberty St Wh (48-5-31)
16 Bivona Ln, Lot 135, New Windsor, NY 12553

Hernan D Vasquez

76 Liberty St Wh (48-5-32)
76 Liberty St WH, Newburgh, NY 12550

City of Newburgh PPP Stakeholder List

Carlos Hernandez

74 Liberty St Wh (48-5-33)
74 Liberty St Wh, Newburgh, NY 12550

Juan Carlos Perez

72 Liberty St Wh (48-5-34)
72 Liberty St Wh, Newburgh, NY 12550

Lamont K Staples

70 Liberty St Wh (48-5-35)
70 Liberty St Wh, Newburgh, NY 12550

Jeffrey Doolittle

23 Henry Ave (48-5-4)
23 Henry Ave, Newburgh, NY 125502002

Julia Rhodes Davis

21 Henry Ave (48-5-5)
420 40th St, Ste 2, Oakland, CA 94609

Rita Tantillo

19 Henry Ave (48-5-6)
19 Henry Ave, Newburgh, NY 12550

Steven Clarke

17 Henry Ave (48-5-7)
PO BOX 44, Milton, NY 12547

David Kiss

15 Henry Ave (48-5-8)
15 Henry Ave, Newburgh, NY 12550

Mark SR Woinicki

11 Henry Ave (48-5-9)
2307 Pioneer Trl, New Windsor, NY 12553

Brian Lutter

69 Beacon St (48-6-1)
234 Broadway, Newburgh, NY 12550

Neyra Family Trust 4/30/20

91 Liberty St Wh (48-6-10)
91 Liberty St Wh, Newburgh, NY 12550

Phoebe Sudrow

95 Liberty St Wh (48-6-11)
PO BOX 1843, Newburgh, NY 12551

Monica E Saavedra

43 Bay View Ter (48-6-12)
333 Buternut Dr, New Widsor, NY 12553

Jason E Miller

44 Bay View Ter (48-6-13)
17 Valley View Ln, Cornwall, NY 12518

Ronald J Costanzo

45 Bay View Ter (48-6-14)
PO BOX 3134, Newburgh, NY 12550

Sergio F Loarte

46 Bay View Ter (48-6-15)
46 Bayview Ter, Newburgh, NY 12550

Luxian Douglas

48 Bay View Ter (48-6-16)
3 Gail Pl, Newburgh, NY 12550

Allen A Jackson

50 Bay View Ter (48-6-17)
50 Bay View Ter, Newburgh, NY 12550

52 Bayview Enterprise Inc

52 Bay View Ter (48-6-18)
57 Lexington Dr, Newburgh, NY 12550

Carol Anderson

56 Bay View Ter (48-6-19)
234 Broadway, Newburgh, NY 12550

Marjorie Dejesus-Geter

67 Beacon St (48-6-2)
67 Beacon St, Newburgh, NY 12550

Andrew Mancilla

60 Bay View Ter (48-6-20)
136 Dekalb Ave, Brooklyn, NY 11221

City of Newburgh PPP Stakeholder List

Daphne R Williams

62 Bay View Ter (48-6-21)
PO BOX 1008, Newburgh, NY 12551

261 Grand, LLC

68 Bay View Ter (48-6-22)
3351 75th St, Jackson Heights, NY 11372

Jeffry Normil

63 Beacon St (48-6-3)
3241 Steele, Apt 1, Memphis, TN 38127

Eliran Fanish

61 Beacon St (48-6-4)
78 Manhattan Ave, Apt 1K, New York, NY 10025

Alejandro Diaz

55 Beacon St (48-6-5)
55 Beacon St, Newburgh, NY 12550

53 B-N LLC

53 Beacon St (48-6-6)
252A Brooklyn Ave, Brooklyn, NY 11203

Allan E Aplicano

51 Beacon St (48-6-7)
51 Beacon St, Newburgh, NY 12550

Leonora M Sanchez

47 Beacon St (48-6-8)
47 Beacon St, Newburgh, NY 12550

Dwight D. Johns, Inc

43 Beacon St (48-6-9)
PO BOX 911, Newburgh, NY 125510911

Tony Newman

145 S Lander St (48-7-1)
53 Henry Ave, Newburgh, NY 12550

Nora Cronin Presentation

69 Bay View Ter (48-7-2)
69 Bay View Ter, Newburgh, NY 12550

Uran Qosaj

161 Bay View Ter (48-8-1)
4 Anastasia Ct, Salisbury Mills, NY 12577

Sarah Beckham Hooff

95 Beacon St (48-8-2)
169 1/2 Liberty St, Newburgh, NY 12550

Allison Capella

75 Bay View Ter (48-8-3)
75 Bay View Ter, Newburgh, NY 12550

Lawrence King

73 Bay View Ter (48-8-4.1)
73 Bay View Ter, Newburgh, NY 12550

Holli A Smith

70 Bay View Ter (48-8-7.1)
70 Bay View Ter, Newburgh, NY 12550

Noah Banning

81 Beacon St (48-8-8)
81 Beacon St, Newburgh, NY 12550

Gladys Galarza

101 Henry Ave (48-9-1)
101 Henry Ave, Newburgh, NY 12550

Lois Upton

75 Henry Ave (48-9-10)
75 Henry Ave, Newburgh, NY 12550

Felipe Garcia

73 Henry Ave (48-9-11)
186 Summer St, Passaic, NJ 07055

George Stylians

71 Henry Ave (48-9-12)
71 Henry Ave, Newburgh, NY 12550

Salomon Crisostomo

139 S Lander St (48-9-13)
139 South Lander St, Newburgh, NY 12550

City of Newburgh PPP Stakeholder List

Salomon R Crisostomo

143 S Lander St (48-9-14)
139 S Lander St, Newburgh, NY 12550

Jose A Velasquez

80 Beacon St (48-9-15)
80 Beacon St, Newburgh, NY 12550

BSR 84 Beacon LLC

84 Beacon St (48-9-16)
234 Broadway, Newburgh, NY 12550

Brian Lutter

86 Beacon St (48-9-17)
234 Broadway, Newburgh, NY 12550

Francois Jean Claude

90 Beacon St (48-9-18)
PO BOX 2842, Newburgh, NY 12550

Omar Herrera

92 Beacon St (48-9-19)
92 Beacon St, Newburgh, NY 12550

Dajma Group, Inc

99 Henry Ave (48-9-2)
PO BOX 845, New York, NY 10024

Ethel L Johnson

94 Beacon St (48-9-20)
94 Beacon St, Newburgh, NY 12550

Nelly Nava

96 Beacon St (48-9-21.1)
96 Beacon St, Newburgh, NY 12550

Alba Lucia Lujan

100 Beacon St (48-9-23)
100 Beacon St, Newburgh, NY 12550

Victor J Ortega-Sagastume

95 Henry Ave (48-9-3.1)
95 Henry Ave, Newburgh, NY 12550

Scott Brown

85 Henry Ave (48-9-5.1)
477 Henry St, Apt 4, Brooklyn, NY 11231

Wilder Erazo

81 Henry Ave (48-9-7)
81 Henry Ave, Newburgh, NY 12550

Tulloch Hansel

79 Henry Ave (48-9-8)
48 Halgren Crescent, Haverstraw, NY 10927

Mark Habinowski

77 Henry Ave (48-9-9)
75 New Hackensack Rd, Wappingers Falls, NY 12590

City of Newburgh

Bay View Ter (49-1-1)
83 Broadway, Newburgh, NY 12550

City of Newburgh

Bay View Ter (49-1-10)
83 Broadway, Newburgh, NY 12550

Timothy J Riss

Bay View Ter (49-1-11)
32 Bayview Ter, Newburgh, NY 12550

Timothy J Riss

Bay View Ter (49-1-12)
32 Bayview Ter, Newburgh, NY 12550

Thos J Kirwan

Bay View Ter (49-1-13)
30 Bay View Ter, Newburgh, NY 12550

Bradley Brown

Bay View Ter (49-1-14)
33 Bay View Ter, Newburgh, NY 12550

Kathy Lawrence

Bay View Ter (49-1-15)
28 Bay View Ter, Newburgh, NY 12550

City of Newburgh PPP Stakeholder List

Joanna Badmajew

Bay View Ter (49-1-16)

220 East 65th St, Apt 18F, New York, NY 10065

Elizabeth Holpuch

Bay View Ter (49-1-17)

26 Bay View Ter, Newburgh, NY 12550

City of Newburgh

Bay View Ter (49-1-18.11)

83 Broadway, Newburgh, NY 12550

City of Newburgh

Bay View Ter (49-1-18.12)

83 Broadway, Newburgh, NY 12550

City of Newburgh

Bay View Ter (49-1-18.2)

83 Broadway, Newburgh, NY 12550

City of Newburgh

Bay View Terr (49-1-18.3)

83 Broadway, Newburgh, NY 12550

Courtney Ave LLC

Es Bay View Ter (49-1-19)

1203 North Ave, Beacon, NY 12508

Kai Wright

Bay View Ter (49-1-2)

39 Bay View Ter, Newburgh, NY 12550

City of Newburgh

Es Bay View Ter (49-1-20)

83 Broadway, Newburgh, NY 12550

City of Newburgh

Bay View Ter (49-1-21)

83 Broadway, Newburgh, NY 12550

Saeed Ahdab

Es Bay View Ter (49-1-22)

4 Bay View Ter, Newburgh, NY 12550

City of Newburgh

Bay View Ter (49-1-23)

83 Broadway, Newburgh, NY 12550

Hudson Shipyard LP

Bay View Ter (49-1-24)

401 So Water St, Newburgh, NY 12553

Infinity Horizon, Inc

1 S Water St (49-1-25)

401 S Water St, Newburgh, NY 12553

Csx Transportation Inc

S Water (49-1-3)

500 Water St, Jacksonville, FL 32202

(49-1-5.1)

Hudson Shipyard LP

379 S Water St (49-1-5.21)

401 So Water St, Newburgh, NY 12553

Csx Transportation Inc

Bay View Ter (49-1-5.22)

500 Water St, Jacksonville, FL 32202

Hudson Shipyard LP

401 S Water St (49-1-6)

401 So Water St, Newburgh, NY 12553

City of Newburgh

Bay View Ter (49-1-8)

83 Broadway, Newburgh, NY 12550

City of Newburgh

Bay View Terr (49-1-9)

83 Broadway, Newburgh, NY 12550

The Foundry at Washington

70 Johnes St (58-1-1)

4 Bridge St, Broadalbin, NY 12025

Emergency Housing Group Inc

133 Washington St (39-3-3)
38 Seward Ave, Middletown, NY 10940

The Foundry Phase 3, LP

43 Edward St (58-1-1.-96)
15 Steves Ln, Gardiner, NY 12525

Jacobs Sanchez

70 Johnes St (58-1-1.-31)
46 Gramatan Ave, Ste 29, Mount Vernon, NY 10550

The Foundry Phase 3, LP

43 Edward St (58-1-1.-114)
15 Steves Ln, Gardiner, NY 12525

The Foundry Phase 3, LP

45 Edward St (58-1-1.-72)
15 Steves Ln, Gardiner, NY 12525

Stevens Amber Kathrynne

44 Johnes St (58-1-1.-16)
44 Johnes St, Unit 206J, Newburgh, NY 12550

The Foundry Phase 3, LP

43 Edward St (58-1-1.-120)
15 Steves Ln, Gardiner, NY 12525

The Foundry Phase 3, LP

45 Edward St (58-1-1.-83)
15 Steves Ln, Gardiner, NY 12525

The Foundry Phase 3, LP

43 Edward St (58-1-1.-94)
15 Steves Ln, Gardiner, NY 12525

The Foundry Phase 3, LP

45 Edward St (58-1-1.-88)
15 Steves Ln, Gardiner, NY 12525

Rodney A Mclean

70 Johnes St (58-1-1.-42)
70 Johnes St, # 302 E, Newburgh, NY 12550

Ozioma Egwuonwu

70 Johnes St (58-1-1.-44)
70 Johnes St, Unit 304-E, Newburgh, NY 12550

Foundry Washington Park Condo

44 Johnes St (58-1-1.-25)
4 Bridge St, Broadalbin, NY 12025

The Foundry Phase 3, LP

45 Edward St (58-1-1.-70)
15 Steves Ln, Gardiner, NY 12525

Marcus Simmons

70 Johnes St (58-1-1.-51)
70 Johnes St, Unit 328-E, Newburgh, NY 12550

Claudia G Frey

70 Johnes St (58-1-1.-29)
4-74 Johnes St, Unit 101-E, Newburgh, NY 12550

The Foundry Phase 3, LP

45 Edward St (58-1-1.-85)
15 Steves Ln, Gardiner, NY 12525

Brandon J Perkins

70 Johnes St (58-1-1.-47)
41 Alice St, Beacon, NY 12508

The Foundry Phase 3, LP

45 Edward St (58-1-1.-89)
15 Steves Ln, Gardiner, NY 12525

The Foundry Phase 3, LP

45 Edward St (58-1-1.-91)
15 Steves Ln, Gardiner, NY 12525

Desiree S Legrand

44 Johnes St (58-1-1.-22)
44 Johnes St, Unit 301-J, Newburgh, NY 12550

Dawn Liberi

44 Johnes St (58-1-1.-18)
44 Johnes St, Apt 208J, Newburgh, NY 12550

The Foundry Phase 3, LP

43 Edward St (58-1-1.-118)

15 Steves Ln, Gardiner, NY 12525

The Foundry Phase 3, LP

43 Edward St (58-1-1.-98)

15 Steves Ln, Gardiner, NY 12525

The Foundry Phase 3, LP

45 Edward St (58-1-1.-80)

15 Steves Ln, Gardiner, NY 12525

The Foundry Phase 3, LP

45 Edward St (58-1-1.-65)

15 Steves Ln, Gardiner, NY 12525

Nicholas Gross

70 Johnes St (58-1-1.-48)

70 Johnes St, Unit 325-E, Newburgh, NY 12550

The Foundry Phase 3, LP

45 Edward St (58-1-1.-81)

15 Steves Ln, Gardiner, NY 12525

The Foundry Phase 3, LP

43 Edward St (58-1-1.-112)

15 Steves Ln, Gardiner, NY 12525

The Foundry Phase 3, LP

43 Edward St (58-1-1.-111)

15 Steves Ln, Gardiner, NY 12525

The Foundry Phase 3, LP

43 Edward St (58-1-1.-106)

15 Steves Ln, Gardiner, NY 12525

Chris Conterelli

44 Johnes St (58-1-1.-28)

44 Johnes St, Apt 307-J, Newburgh, NY 12550

Paul D Kahn

44 Johnes St (58-1-1.-21)

PO BOX 628, Newburgh, NY 12550

Jose R Nazario

70 Johnes St (58-1-1.-40)

One Melody Ln, Harriman, NY 10926

Carol Lawrence

44 Johnes St (58-1-1.-10)

44 Johnes St, Apt 110-J, Newburgh, NY 12550

The Foundry Phase 3, LP

45 Edward St (58-1-1.-66)

15 Steves Ln, Gardiner, NY 12525

Michael C Park

44 Johnes St (58-1-1.-4)

44 Johnes St, Unit 104-J, Newburgh, NY 12550

The Foundry Phase 3, LP

45 Edward St (58-1-1.-63)

15 Steves Ln, Gardiner, NY 12525

Tanisha Williams Johnson

44 Johnes St (58-1-1.-27)

410 Hawthorn Way, New Windsor, NY 12553

Michele A Grinder

70 Johnes St (58-1-1.-41)

70 Johnes St, Unit 301, Newburgh, NY 12550

Russell Busch

44 Johnes St (58-1-1.-5)

44 Johnes St, 105J, Newburgh, NY 12550

Dawn M Liberi

70 Johnes St (58-1-1.-35)

70 Johnes St, Apt 203E, Newburgh, NY 12550

The Foundry Phase 3, LP

43 Edward St (58-1-1.-97)

15 Steves Ln, Gardiner, NY 12525

Heewon Marshall

44 Johnes St (58-1-1.-11)

350 N Water St, #2-5, Newburgh, NY 12550

The Foundry Phase 3, LP

43 Edward St (58-1-1.-108)

15 Steves Ln, Gardiner, NY 12525

The Foundry Phase 3, LP

43 Edward St (58-1-1.-102)

15 Steves Ln, Gardiner, NY 12525

Frank Deaton

70 Johnes St (58-1-1.-55)

22 Hudson Cir, Marlboro, NY 12542

Equity Trust Company FBO

70 Johnes St (58-1-1.-53)

169 Orchard Dr, Gardiner, NY 12525

The Foundry Phase 3, LP

45 Edward St (58-1-1.-64)

15 Steves Ln, Gardiner, NY 12525

Randy E Johnson

44 Johnes St (58-1-1.-14)

13 Charlile Cir, Newburgh, NY 12550

Thomas E III Murphy

44 Johnes St (58-1-1.-9)

13 Flamingo Dr, Newburgh, NY 12550

Roy Spells

70 Johnes St (58-1-1.-32)

70 Johnes St, Unit 201E, Newburgh, NY 12550

The Foundry Phase 3, LP

45 Edward St (58-1-1.-76)

15 Steves Ln, Gardiner, NY 12525

The Foundry Phase 3, LP

45 Edward St (58-1-1.-69)

15 Steves Ln, Gardiner, NY 12525

The Foundry Phase 3, LP

43 Edward St (58-1-1.-119)

15 Steves Ln, Gardiner, NY 12525

Valencia Miguel Angel Diaz

70 Johnes St (58-1-1.-39)

70 Johnes St, #222, Newburgh, NY 12550

The Foundry Phase 3, LP

45 Edward St (58-1-1.-90)

15 Steves Ln, Gardiner, NY 12525

The Foundry Phase 3, LP

45 Edward St (58-1-1.-71)

15 Steves Ln, Gardiner, NY 12525

Kent Diebolt

70 Johnes St (58-1-1.-57)

70 Johnes St, #401, Newburgh, NY 12550

The Foundry Phase 3, LP

45 Edward St (58-1-1.-62)

15 Steves Ln, Gardiner, NY 12525

The Foundry Phase 3, LP

45 Edward St (58-1-1.-84)

15 Steves Ln, Gardiner, NY 12525

The Foundry Phase 3, LP

43 Edward St (58-1-1.-100)

15 Steves Ln, Gardiner, NY 12525

Nicholas Peterson

70 Johnes St (58-1-1.-30)

2 Billesimo Dr, Marlboro, NY 12542

The Foundry Phase 3, LP

45 Edward St (58-1-1.-73)

15 Steves Ln, Gardiner, NY 12525

The Foundry Phase 3, LP

43 Edward St (58-1-1.-101)

15 Steves Ln, Gardiner, NY 12525

Roy Spells

70 Johnes St (58-1-1.-33)

70 Johnes St, Unit 201E, Newburgh, NY 12550

The Foundry Phase 3, LP

45 Edward St (58-1-1.-87)

15 Steves Ln, Gardiner, NY 12525

Dana M Davis

44 Johnes St (58-1-1.-23)

44 Johnes St, 302-J, Newburgh, NY 12550

Thomas Massey

70 Johnes St (58-1-1.-60)

15 Parsonage Farm Ln, Montgomery, NY 12549

The Foundry Phase 3, LP

45 Edward St (58-1-1.-79)

15 Steves Ln, Gardiner, NY 12525

Juan F Thomas

70 Johnes St (58-1-1.-37)

70 Johnes St, Unit 205-E, Newburgh, NY 12550

The Foundry Phase 3, LP

43 Edward St (58-1-1.-104)

15 Steves Ln, Gardiner, NY 12525

Maria S Flores

44 Johnes St (58-1-1.-26)

44 Johnes St, Apt 305-J, Newburgh, NY 12550

The Foundry Phase 3, LP

45 Edward St (58-1-1.-82)

15 Steves Ln, Gardiner, NY 12525

Terri L Kearney

44 Johnes St (58-1-1.-2)

102 Bradhurst Ave, #804, New York, NY 10039

Scott C Olympia

44 Johnes St (58-1-1.-7)

44 Johnes St, #107-J, Newburgh, NY 12550

Charles Parker

70 Johnes St (58-1-1.-34)

70 Johnes St, Unit 202E, Newburgh, NY 12550

Andres J Santiago

70 Johnes St (58-1-1.-58)

70 Johnes St, Apt 402, Newburgh, NY 12550

Sharice Wright

44 Johnes St (58-1-1.-12)

6 Gatehouse Pl, Walden, NY 12586

The Foundry Phase 3, LP

43 Edward St (58-1-1.-116)

15 Steves Ln, Gardiner, NY 12525

The Foundry Phase 3, LP

45 Edward St (58-1-1.-86)

15 Steves Ln, Gardiner, NY 12525

Reliable Estates LLC

44 Johnes St (58-1-1.-24)

PO BOX 27740, Las Vegas, NV 89126

Lourdes Sanchez

44 Johnes St (58-1-1.-6)

214 Dean St, #3, Brooklyn, NY 11217

Lara Deleo

70 Johnes St (58-1-1.-43)

70 Johnes St, 303E, Newburgh, NY 12550

The Foundry Phase 3, LP

43 Edward St (58-1-1.-109)

15 Steves Ln, Gardiner, NY 12525

The Foundry Phase 3, LP

43 Edward St (58-1-1.-99)

15 Steves Ln, Gardiner, NY 12525

The Foundry Phase 3, LP

43 Edward St (58-1-1.-95)

15 Steves Ln, Gardiner, NY 12525

Peter J Devito

44 Johnes St (58-1-1.-15)

45 Roe St, Newburgh, NY 12550

City of Newburgh PPP Stakeholder List

Ryan Noble

70 Johnes St (58-1-1.-61)
70 Johnes St, Unit 406, Newburgh, NY 12550

Daniel Nieves

44 Johnes St (58-1-1.-1)
408 Iron Forge Ln, New Windsor, NY 12553

Stephen J Fanning

44 Johnes St (58-1-1.-20)
27 Copper Rock Rd, Walden, NY 12586

Landmark Elite Holdings LLC

70 Johnes St (58-1-1.-45)
1515 Route 202 St, Unit 201, Pomona, NY 10970

Robert Szeli

70 Johnes St (58-1-1.-52)
70 Johnes St, Unit 329-E, Newburgh, NY 12550

Richard White

70 Johnes St (58-1-1.-54)
70 Johnes St, #333, Newburgh, NY 12550

Monzur Haque

70 Johnes St (58-1-1.-59)
2030 Lehigh St, 306, Easton, PA 18042

The Foundry Phase 3, LP

43 Edward St (58-1-1.-107)
15 Steves Ln, Gardiner, NY 12525

The Foundry Phase 3, LP

43 Edward St (58-1-1.-113)
15 Steves Ln, Gardiner, NY 12525

Nicole Blair

44 Johnes St (58-1-1.-3)
44 Johnes St, Apt 103J, Newburgh, NY 12550

The Foundry Phase 3, LP

45 Edward St (58-1-1.-77)
15 Steves Ln, Gardiner, NY 12525

The Foundry Phase 3, LP

43 Edward St (58-1-1.-115)
15 Steves Ln, Gardiner, NY 12525

The Foundry Phase 3, LP

43 Edward St (58-1-1.-110)
15 Steves Ln, Gardiner, NY 12525

The Foundry Phase 3, LP

45 Edward St (58-1-1.-67)
15 Steves Ln, Gardiner, NY 12525

Cipriano A Francisco

70 Johnes St (58-1-1.-49)
43 Clinton Dr, Washingtonville, NY 10992

Amal Ishak

44 Johnes St (58-1-1.-13)
18 Creamery Dr, New Windsor, NY 12553

The Foundry Phase 3, LP

45 Edward St (58-1-1.-78)
15 Steves Ln, Gardiner, NY 12525

The Foundry Phase 3, LP

45 Edward St (58-1-1.-92)
15 Steves Ln, Gardiner, NY 12525

Taylor Penelope

44 Johnes St (58-1-1.-17)
44 Johnes St, 207-J, Newburgh, NY 12550

Milagros V Rosado

70 Johnes St (58-1-1.-46)
70 Johnes St, Unit 323-F, Newburgh, NY 12550

Scott R Shoureck

70 Johnes St (58-1-1.-50)
70 Johnes St, 327E, Newburgh, NY 12550

Foundry 108J LLC

44 Johnes St (58-1-1.-8)
44 Court St, PO BOX 90818, Ste 1217, Brooklyn, NY 11201

Byrnes Kevin Francis

70 Johnes St (58-1-1.-56)
70 Johnes St, Unit 337E, Newburgh, NY 12550

The Foundry Phase 3, LP

45 Edward St (58-1-1.-74)
15 Steves Ln, Gardiner, NY 12525

The Foundry Phase 3, LP

45 Edward St (58-1-1.-75)
15 Steves Ln, Gardiner, NY 12525

The Foundry Phase 3, LP

43 Edward St (58-1-1.-105)
15 Steves Ln, Gardiner, NY 12525

Damaris Mercado

44 Johnes St (58-1-1.-19)
511 Avenue of the Americas, 192, New York, NY 10011

The Foundry Phase 3, LP

45 Edward St (58-1-1.-68)
15 Steves Ln, Gardiner, NY 12525

The Foundry Phase 3, LP

43 Edward St (58-1-1.-117)
15 Steves Ln, Gardiner, NY 12525

The Foundry Phase 3, LP

43 Edward St (58-1-1.-103)
15 Steves Ln, Gardiner, NY 12525

The Foundry Phase 3, LP

45 Edward St (58-1-1.-93)
15 Steves Ln, Gardiner, NY 12525

John Wood

70 Johnes St (58-1-1.-36)
610 Broadway, #432, Newburgh, NY 12550

Julee Mathaikutty

70 Johnes St (58-1-1.-38)
1336 Rosendale Ave, Bronx, NY 10472

123-127 South William St LLC

123-129 S William St (45-4-1.2)
175 Hooper St, Brooklyn, NY 11211

House of God Hebrew

124 Overlook Pl (45-9-16.12)
149 William St, Newburgh, NY 12550

Frontier Assocaites, LLC

Walsh Ave (9-1-70.11)
401 S. Water St, Newburgh, NY 12550

Global Companies, LLC

River Rd (9-1-70.22)
800 South St, Suite 200, Waltham, MA 02454

Global Companies, LLC

1254 River Rd (9-1-73)
800 South St, Suite 200, Waltham, MA 02454

Global Companies, LLC

1284 River Rd (9-1-114.2)
800 South St, Suite 200, Waltham, MA 02454

American Felt & Filter Co., LLC

361 Walsh Ave (9-1-69.2)
361 Walsh Avenue, New Windsor, NY 12553

Global Companies, LLC

20 River Rd (9-1-71.2)
800 South St, Suite 200, Waltham, MA 02454

Town of New Windsor

River Rd (9-1-113)
555 Union Ave, New Windsor, NY 12553

Appendix D: Stakeholder Direct Mailer Notification

SENT FIRST CLASS MAIL

April XX, 2023

Addressee
Street Address
City, State, Zip code

RE: City of Newburgh Combined Sewer Control Facility Public Comments

Dear [Addressee],

Pursuant to New York State Department of Environmental Conservation (NYS DEC) Commissioner Policy 29 (CP-29), the City of Newburgh would like to inform you that your property is within a half mile of the site of a future Newburgh Combined Sewer Control Facility to be located on River Street adjacent to the City's Water Pollution Control Plant. This project is part of the City's Long Term CSO Control Plan to reduce untreated wastewater from entering the Hudson River. In accordance with CP-29, the City is holding a public meeting to present the project and seek questions and comments from the public on this project. The date, time, and location of the public meeting is provided below:

Date: Monday, May 8, 2023

Time: 7:00 p.m.

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

The event will be live streamed and can be accessed from City's Live Video Stream at <https://www.cityofnewburgh-ny.gov/289/Live-Video-Streaming>. Meeting materials will also be made available at the City of Newburgh Free Public Library as well as online at <https://www.cityofnewburgh-ny.gov/368/Planning-Documents-Studies-Resources> along with the recorded meeting. Questions and comments may be submitted in advance to the City at NewburghCSO@cityofnewburgh-ny.gov or by calling (845) 569-7447.

RESOLUTION NO.: 68 - 2023

OF

APRIL 24, 2023

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE SUPPLEMENTAL AGREEMENT NO. 3
WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION
TO FUND IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID AND NON-FEDERAL
AID ELIGIBLE COSTS FOR THE CONSTRUCTION PHASE
FOR THE REPLACEMENT OF THE LAKE DRIVE BRIDGE**

WHEREAS, a Project for the **Bridge Replacement of Lake Drive over Quassaick Creek (BIN 2223630) in the City of Newburgh, Orange County, PIN 8761.39** (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. 157-2019 adopted by the City of Newburgh on July 8, 2019 approved and agreed to advance the Project by making a commitment of 100% of the non-federal share of the costs of right-of-way acquisition work; and

WHEREAS, Resolution No. 196-2016 adopted by the City of Newburgh on August 8, 2016 approved and agreed to advance the Project by making a commitment of 100% of the non-federal share of the costs of preliminary engineering and right-of-way incidental work; and

WHEREAS, Resolution No. 28-2021 adopted by the City of Newburgh on February 22, 2021 approved and agreed to advance the Project by making a commitment of 100% of the non-federal share of the costs of the construction and construction inspection work; and

WHEREAS, it was subsequently found necessary to undertake additional right-of-way incidental, right-of-way acquisition, construction, and construction inspection work not contemplated in the original agreement authorized by the previous Resolution; and

WHEREAS, it has been found necessary to increase the federal and non-federal share of costs for the additional right-of-way incidental, right-of-way acquisition, construction, and construction inspection work for the project; and

WHEREAS, the City of Newburgh desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of right-of-way incidental, right-of-way acquisition, construction, and construction inspection work for the Project or portions thereof;

NOW, THEREFORE, the Newburgh City Council, duly convened does hereby

RESOLVE, that the Newburgh City Council hereby approves the above-subject Project; and it is hereby further

RESOLVED, that the Newburgh City Council hereby authorizes the City of Newburgh to pay in the first instance 100% of the federal and non-federal share of the cost of right-of-way incidental, right-of-way acquisition, construction, and construction inspection for the Project or portions thereof; and it is further

RESOLVED, that the sum of \$700,670 (\$2,779,215 minus the previous \$2,078,545) is hereby appropriated from OCTC TIP Reserve Fund A.0000.0882.0000 and the 2016 BAN H1.5110.0208.8102.2016 and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the Newburgh City Council shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the City Manager thereof; and it is further

RESOLVED, that the Newburgh City Manager be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or applicable Marchiselli Aid on behalf of the City of Newburgh with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible; and it is further

RESOLVED, that in addition to the City Manager, the following municipal titles: Mayor, Deputy Mayor, Commissioner of Public Works/City Engineer, and City Comptroller, are also hereby authorized to execute any necessary Agreements or certifications on behalf of the Municipality/Sponsor, with NYSDOT in connection with the advancement or approval of the project identified in the State/Local Agreement; and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project; and it is further

RESOLVED, this Resolution shall take effect immediately.

STATE OF NEW YORK)

) ss:

COUNTY OF ORANGE)

I, _____, Clerk of the City of Newburgh, New York, do hereby certify that I have compared the foregoing copy of this Resolution with the original on file in my office, and that the same is a true and correct transcript of said original Resolution and of the whole thereof, as duly adopted by said _____ at a meeting duly called and held at the _____ on _____ by the required and necessary vote of the members to approve the Resolution.

WITNESS My Hand and the Official Seal of the City of Newburgh, New York, this _____ day of _____, 2023.

Clerk, City of Newburgh



Department of Transportation

KATHY HOCHUL
Governor

MARIE THERESE DOMINGUEZ
Commissioner

LANCE MacMILLAN, P.E.
Regional Director

March 28, 2023

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

**RE: PIN 8761.39 – CONSTRUCTION PHASE LAKE
DRIVE/QUASSAICK CREEK
CITY OF NEWBURGH, ORANGE COUNTY**

SUPPLEMENTAL AGREEMENT #3 – D035371

Dear Mr. Morris,

Attached is one (1) Supplemental Agreement to include the additional right-of-way incidental, right-of-way acquisition, construction, construction inspection funds, decreases the preliminary engineering funds, and changes the contract end date from 12/2021 to 12/2026 for the above-referenced project. One (1) executed copy of the agreement, along with one (1) individually signed signature page, **EACH with original signatures and notarizations, and one (1) certified seal-stamp resolution should be provided.** The complete package should be returned to this office. A sample resolution is included for your use.

As a reminder per Chapter 15, Administering Construction Contracts; Section 15.4.8 Civil Rights Reporting:

The Contractor and all subcontractors and suppliers will utilize New York State Department of Transportation Equal Employment Opportunity reporting software, which is currently “Equitable Business Opportunities” (EBO). The Sponsor will monitor prime’s payments to subcontractor and ensure that subcontractors are paid promptly per specifications. In addition, the sponsor is to monitor EEO goals on a monthly basis and take corrective action if goals are not being met; reference NYSDOT Standard Specifications Section 102-11, Equal Employment Opportunity Requirements.

Your assistance in having the agreement approved by the Newburgh City Council, and signed by the City Manager and City Attorney is appreciated. Of course, if you have any questions, please call me at (845) 431-5731 or e-mail me at Giselle.gutierrez@dot.ny.gov.

Sincerely,

A handwritten signature in cursive script that reads "Giselle Gutierrez".

Giselle Gutierrez
Transportation Analyst
Region 8 Local Projects Unit

Enclosures

Sponsor: **City of Newburgh**
 PIN: **8761.39** BIN: **2223630**
 Comptroller's Contract No. **D035371**
 Supplemental Agreement No. **3**
 Date Prepared: **3/28/2023** By: **gg**
 Initials

Press F1 for instructions in the blank fields:

SUPPLEMENTAL AGREEMENT No. 3 to D035371 (Comptroller's Contract No.)

This Supplemental Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State")
 and

City of Newburgh (the Sponsor)
 Acting by and through the **City Manager**
 with its office at **83 Broadway, Newburgh, NY 12550.**

This amends the existing Agreement between the parties in the following respects only:

Amends a previously adopted Schedule A by (check as applicable):

- ☐ amending a project description
- ☒ amending the contract end date
- ☐ amending the scheduled funding by:
 - ☐ adding additional funding (check and enter the # phase(s) as applicable):
 - ☐ adding phase _____ which covers eligible costs incurred on/after / /
 - ☐ adding phase _____ which covers eligible costs incurred on/after / /
 - ☒ increasing funding for a project phase(s)
 - ☒ adding a pin extension
 - ☐ change from Non-Marchiselli to Marchiselli
 - ☒ deleting/reducing funding for a project phase(s)
 - ☐ other (_____)

- ☐ Amends a previously adopted Schedule "B" (Phases, Sub-phase/Tasks, and Allocation of Responsibility)
- ☒ Amends a previously adopted Agreement by replacing the Appendix A dated January 2014 with the Appendix A dated October 2019
- ☐ Amends a previously adopted Agreement by adding:
 - ☐ Appendix B M/WBE/SDVOB.
 - ☐ Retention Exhibit.
 - ☐ Other: _____
- ☐ Amends the text of the Agreement as follows (insert text below):

Sponsor: **City of Newburgh**
 PIN: **8761.39** BIN: **2223630**
 Comptroller's Contract No. **D035371**
 Supplemental Agreement No. **3**
 Date Prepared: **3/28/2023** By: **gg**
 Initials

Press F1 for instructions in the blank fields:

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

SPONSOR:

SPONSOR ATTORNEY:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

STATE OF NEW YORK

)ss.:

COUNTY OF **ORANGE**

On this _____ day of _____, 20____ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he/she signed his/her name thereto by like order.

 Notary Public

APPROVED FOR NYSDOT:

APPROVED AS TO FORM:
 STATE OF NEW YORK ATTORNEY GENERAL

BY: _____

 For Commissioner of Transportation

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

By: _____
 Assistant Attorney General

Date: _____

COMPTROLLER'S APPROVAL:

By: _____
 For the New York State Comptroller
 Pursuant to State Finance Law ' 112

SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
NYSDOT/ State-Local Agreement - Schedule A for PIN 8761.39

OSC Contract #: <u>D035371</u>	Contract Start Date: <u>2/15/2017</u> (mm/dd/yyyy) Contract End Date: <u>12/30/2026</u> (mm/dd/yyyy) ☒ Check, if date changed from the last Schedule A
Purpose: ☐ Original Standard Agreement ☒ Supplemental Schedule A No. 3	
Agreement Type: ☒ Locally Administered Municipality/Sponsor (Contract Payee): City of Newburgh Other Municipality/Sponsor (if applicable): _____ ☐ State Administered List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies. ☐ Municipality: _____ % of Cost share ☐ Municipality: _____ % of Cost share ☐ Municipality: _____ % of Cost share	
Authorized Project Phase(s) to which this Schedule applies: ☒ PE/Design ☒ ROW Incidentals ☒ ROW Acquisition ☒ Construction/CI/CS	
Work Type: BR REPLACE	County (If different from Municipality): Orange County
(Check, if Project Description has changed from last Schedule A): ☐ Project Description: BIN 2223630 Lake Drive Over Quassaick Creek, City of Newburgh, Orange County	
Marchiselli Eligible ☐ Yes ☒ No	

A. Summary of Participating Costs FOR ALL PHASES For each PIN Fiscal Share below, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

PIN Fiscal Share	"Current" or "Old" entry indicator	Funding Source (Percentage)	TOTAL Costs	FEDERAL Funds	STATE Funds	LOCAL Funds	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
8761.39.121	Current	STP (80%)	\$310,650.00	\$248,520.00	\$62,130.00	\$0.00	\$0.00
	Old	STP (80%)	\$365,000.00	\$292,000.00	\$73,000.00	\$0.00	\$0.00
8761.39.221	Current	STP (80%)	\$39,533.00	\$31,626.00	\$7,907.00	\$0.00	\$0.00
	Old	STP (80%)	\$20,000.00	\$16,000.00	\$4,000.00	\$0.00	\$0.00
8761.39.222	Current	STP (80%)	\$57,713.00	\$46,170.00	\$11,543.00	\$0.00	\$0.00
	Old	STP (80%)	\$68,545.00	\$54,836.00	\$13,709.00	\$0.00	\$0.00
8761.39.321	Current	STP (80%)	\$1,519,862.00	\$1,215,889.00	\$303,973.00	\$0.00	\$0.00
	Old	STP (80%)	\$1,625,000.00	\$1,300,000.00	\$325,000.00	\$0.00	\$0.00
8761.39.322	Current	STP (80%)	\$96,073.00	\$76,858.00	\$19,215.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
8761.39.324	Current	STP (80%)	\$55,384.00	\$44,307.00	\$11,077.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
8761.39.325	Current	STP (80%)	\$700,000.00	\$560,000.00	\$0.00	\$140,000.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
.	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
.	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
.	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$2,779,215.00	\$2,223,370.00	\$415,845.00	\$140,000.00	\$ 0.00

NYSDOT/State-Local Agreement – Schedule A PIN 8761.39

B. Local Deposit(s) from Section A:	\$ 0.00
Additional Local Deposit(s)	\$0.00
Total Local Deposit(s)	\$ 0.00

C. Total Project Costs <i>All totals will calculate automatically.</i>			
Total FEDERAL Cost	Total STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$2,223,370.00	\$415,845.00	\$140,000.00	\$2,779,215.00
		Total FEDERAL Cost	\$2,223,370.00
		Total STATE Cost	\$415,845.00
SFS TOTAL CONTRACT AMOUNT			\$2,639,215.00

D. Point of Contact for Questions Regarding this Schedule A (Must be completed)	Name: <u>Giselle Gutierrez</u> Phone No: <u>845-431-5731</u>
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See Agreement (or Supplemental Agreement Cover) for required contract signatures.

Footnotes (FN): (See [LPB's](#) SharePoint for link to sample footnotes)

- [illegible]

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law § 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this

contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The

Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and

improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State

or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov

<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5))) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

SAMPLE RESOLUTION BY MUNICIPALITY
(Locally Administered Project)
RESOLUTION NUMBER: _____

Authorizing the implementation, and funding in the first instance 100% of the federal-aid [[[and State "Marchiselli" Program-aid]]] eligible costs, of a transportation federal-aid project, and appropriating funds therefore.

WHEREAS, a Project for the **Bridge Replacement of Lake Drive over Quassaick Creek (BIN 2223630) in the City of Newburgh, Orange County, PIN 8761.39** (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. 157-2019 adopted by the City of Newburgh on July 8, 2019 approved and agreed to advance the Project by making a commitment of 100% of the non-federal share of the costs of right-of-way acquisition work.

WHEREAS, Resolution No. _____ adopted by the City of Newburgh on _____ approved and agreed to advance the Project by making a commitment of 100% of the non-federal share of the costs of preliminary engineering and right-of-way incidental work.

WHEREAS, Resolution No. _____ adopted by the City of Newburgh on _____ approved and agreed to advance the Project by making a commitment of 100% of the non-federal share of the costs of the construction and construction inspection work.

WHEREAS, it was subsequently found necessary to undertake additional right-of-way incidental, right-of-way acquisition, construction, and construction inspection work not contemplated in the original agreement authorized by the previous Resolution; and

WHEREAS, it has been found necessary to increase the federal and non-federal share of costs for the additional right-of-way incidental, right-of-way acquisition, construction, and construction inspection work for the project; and

WHEREAS, the City of Newburgh desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of right-of-way incidental, right-of-way acquisition, construction, and construction inspection work for the Project or portions thereof.

NOW, THEREFORE, the Newburgh City Council, duly convened does hereby

RESOLVE, that the Newburgh City Council hereby approves the above-subject project; and it is hereby further

RESOLVED, that the Newburgh City Council hereby authorizes the City of Newburgh to pay in the first instance 100% of the federal and non-federal share of the cost of right-of-way incidental, right-of-way acquisition, construction, and construction inspection for the Project or portions thereof; and it is further

RESOLVED, that the sum of \$700,670 (\$2,779,215 minus the previous \$2,078,545) is hereby appropriated from _____ [or, appropriated pursuant to _____] and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the Newburgh City Council shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the City Manager thereof, and it is further

RESOLVED, that the Newburgh City Manager be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or applicable Marchiselli Aid on behalf of the City of Newburgh with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that in addition to the City Manager, the following municipal titles: Mayor, Deputy Mayor, City Engineer, City Comptroller, _____ are also hereby authorized to execute any necessary Agreements or certifications on behalf of the Municipality/Sponsor, with NYSDOT in connection with the advancement or approval of the project identified in the State/Local Agreement;

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project, and it is further

RESOLVED, this Resolution shall take effect immediately.

STATE OF NEW YORK)
) SS:
COUNTY OF ORANGE)

I, _____, Clerk of the City of Newburgh, New York,
do hereby certify that I have compared the foregoing copy of this Resolution with the
original on file in my office, and that the same is a true and correct transcript of said
original Resolution and of the whole thereof, as duly adopted by said
_____ at a meeting duly called and held at the
_____ on _____ by the required and necessary
vote of the members to approve the Resolution.

WITNESS My Hand and the Official Seal of the City of Newburgh, New York, this
_____ day of _____, 2023.

Clerk, City of Newburgh

RESOLUTION NO.: 69 - 2023

OF

APRIL 24, 2023

**A RESOLUTION AUTHORIZING CHANGE ORDER NO. 7G TO
THE CONSTRUCTION CONTRACT WITH TAM ENTERPRISES, INC. FOR
THE DOWNING POND AND THIRD STREET STORM SEWER PROJECT**

WHEREAS, by Resolution No. 218-2021 of September 27, 2021, the City Council of the City of Newburgh, New York awarded a bid to TAM Enterprises, Inc. in the amount of \$3,100,000.00 for the construction of the Downing Pond Drain Outlet and Third Street Storm Sewer Project; and

WHEREAS, additional work consisting of unanticipated costs for the removal of unsuitable subbase and the addition of driveway ramps added \$35,998.83 to the contract price increasing the contract amount to \$4,229,355.33; and

WHEREAS, TAM Enterprises, Inc. has submitted Change Order No. 7G with funding for the change order derived from the CHIPS program; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to execute Change Order No. 7G with the TAM Enterprises, Inc. in the amount of \$35,998.83 in the Downing Pond Drain Outlet and Third Street Storm Sewer Project.

Date of Issuance: March 29, 2023	Effective Date: April____, 2023
Owner: City of Newburgh	Owner's Contract No.: 11.21
Contractor: TAM Enterprises Inc	Contractor's Project No.:
Engineer: Arcadis of New York, Inc	Engineer's Project No.: 30055884
Project: New Drain Outlet at Downing Park and Third Street Storm Sewer	Contract Name: General Construction

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

Description:

Add \$35,998.83 to Item No. 9 "Pavement Reclamation" to make the total amount for Item No. 9 be \$421,993.68. This increase to Item No. 9 covers unanticipated costs that were paid as part of Pavement Reclamation Contingency Authorization #1 for removal of unsuitable subbase and the addition of driveway ramps.

Attachments: *Change Proposals*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ 3,100,000.00	Original Contract Times: Substantial Completion: 300 Ready for Final Payment: 330 days
Increase from previously approved Change Orders No. 6: \$1,093,356.50	Increase from previously approved Change Orders No. 6: Substantial Completion: 284 Ready for Final Payment: 285 days
Contract Price prior to this Change Order: \$ 4,193,356.50	Contract Times prior to this Change Order: Substantial Completion: 300 Ready for Final Payment: 330 days
Increase of this Change Order: \$ 35,998.83	Increase of this Change Order: Substantial Completion: 0 Ready for Final Payment: 0 days
Contract Price incorporating this Change Order: \$ 4,229,355.33	Contract Times with all approved Change Orders: Substantial Completion: 584 Ready for Final Payment: 615 days

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (if required)	By: _____ Owner (Authorized Signature) Todd Venning * Res _____-2023	By: _____ Contractor (Authorized Signature)
Title: Project Manager	Title: City Manager/CEO	Title: Project Manager
Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

114 Hartley Road
Goshen NY 10924



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

Quote

Customer City of Newburgh
83 Broadway 4th Floor- Accts Payable
Newburgh NY 12550

Date Estimate #
10/25/2022 3798

PO #:

Description	Unit	Quantity	Rate	Amount
TM work- 10.10.22- Excavate & Stabilize -Carpenter Ave & City Terrace				
Operator- Joe K.	Hourly	5.00	111.360	556.80
Foreman- Dale L.	Hourly	5.00	111.360	556.80
Laborer- Steve L	Hourly	6.00	93.190	559.14
Laborer- Willie Z.	Hourly	6.00	93.190	559.14
MATERIALS				
Item #4 -	Ton	67.53	28.000	1,890.84
Road Fabric	EA	2.00	975.000	1,950.00
EQUIPMENT				
Kubota 80 Excavator	Hourly	5.00	55.000	275.00
Dump Truck	Hourly	6.00	60.000	360.00
TAM OVERHEAD & PRFOFIT 15%	LS	1.00	1006.158	1,006.16

Notes

Customer Signature _____

Accepted By : _____

Subtotal	\$7,713.88
Sales Tax:	0.00
Quote Total	\$7,713.88

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

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LABOR RATE WORKSHEET

[illegible]



~RATES~

Manpower & Equipment		Regular Time Hourly Rate	Regular Time 4 Hr Min	Regular Time 8 Hr Day	OVERTIME Hourly Rate	OVERTIME 4 Hr Min
VacCon (\$110.00/hr)	w/ Op.	\$250.00	\$1,000.00	\$2,000.00	\$320.00	\$1,280.00
	w/Op. & Lab.	\$375.00	\$1,500.00	\$3,000.00	\$507.50	\$2,030.00
HydroExcavator (\$315.00/hr)	w/ Op.	\$315.00	\$1,260.00	\$2,520.00	\$385.00	\$1,540.00
	w/ Op. & Lab.	\$440.00	\$1,760.00	\$3,520.00	\$572.50	\$2,290.00
Mechanic/Tool Truck (\$120.00/hr)	w/ Op.	\$255.00	\$1,020.00	\$2,040.00	\$322.50	\$1,290.00
	w/ Op. & Lab.	\$380.00	\$1,520.00	\$3,040.00	\$510.00	\$2,040.00
Camera/TV Truck (\$20.00/hr)	w/ Op.	\$230.00	\$920.00	\$1,840.00	\$300.00	\$1,200.00
	w/ Op. & Lab.	\$355.00	\$1,420.00	\$2,840.00	\$487.50	\$1,950.00
Backhoe (\$50.00/hr)	w/ Operator	\$190.00	\$760.00	\$1,520.00	\$260.00	\$1,040.00
Loader (\$55.00/hr)	w/ Operator	\$195.00	\$780.00	\$1,560.00	\$265.00	\$1,060.00
SkidSteer (\$45.00/hr)	w/ Operator	\$185.00	\$740.00	\$1,480.00	\$255.00	\$1,020.00
Mini Exc. - Bobcat 60, 85 (\$95.00/hr)	w/ Operator	\$195.00	\$780.00	\$1,560.00	\$265.00	\$1,060.00
Excavator - CAT315 (\$45.00/hr)	w/ Operator	\$205.00	\$820.00	\$1,640.00	\$275.00	\$1,100.00
Excavator - PC200 (\$20.00/hr)	w/ Operator	\$230.00	\$920.00	\$1,840.00	\$300.00	\$1,200.00
Excavator - CAT335 (\$155.00/hr)	w/ Operator	\$340.00	\$1,360.00	\$2,720.00	\$432.50	\$1,730.00
Excavator - CAT322 w/ Bucket (\$130/hr)	w/ Operator	\$270.00	\$1,080.00	\$2,160.00	\$340.00	\$1,360.00
Excavator - CAT322 w/ Hammer (\$285/hr)	w/ Operator	\$345.00	\$1,380.00	\$2,760.00	\$415.00	\$1,660.00
Excavator - CAT322 w/ Sheet Pile (\$225/hr)	w/ Operator	\$360.00	\$1,440.00	\$2,880.00	\$430.00	\$1,720.00
Bulldozer - CAT D-6, JD 650 (\$55.00/hr)	w/ Operator	\$195.00	\$780.00	\$1,560.00	\$265.00	\$1,060.00
Single Axle- Dump Truck (Non P Rate)	w/ Driver	\$95.00	\$380.00	\$760.00	\$142.50	\$570.00
TriAxle- Dump Truck (P Rate) 60.00	w/ Driver	\$150.00	\$600.00	\$1,200.00	\$225.00	\$900.00
TriAxle- Dump Truck (Non P Rate)	w/ Driver	\$105.00	\$420.00	\$840.00	\$157.50	\$630.00
Roll Off Truck (P Rate)	w/ Driver	\$145.00	\$580.00	\$1,160.00	\$217.50	\$870.00
Roll Off Truck (Non P Rate)	w/ Driver	\$105.00	\$420.00	\$840.00	\$157.50	\$630.00
Off Road- Dump Truck	w/ Operator	\$60.00	\$240.00	\$480.00	\$90.00	\$360.00
Hino	w/ Driver	\$85.00	\$340.00	\$680.00	\$100.00	\$400.00
Low Boy	w/ Driver	\$175.00	\$700.00	\$1,400.00	\$235.00	\$940.00
Tanker Truck (\$55.00/hr)	w/ Operator	\$195.00	\$780.00	\$1,560.00	\$265.00	\$1,060.00
Sweeper (\$50.00/hr)	w/ Operator	\$190.00	\$760.00	\$1,520.00	\$240.00	\$960.00
Paving Roller (\$40 / hour)	w/ Operator	\$180.00	\$720.00	\$1,440.00	\$250.00	\$900.00
Paver (\$50/ hour)	w/ Operator	\$190.00	\$760.00	\$1,520.00	\$260.00	\$1,040.00
Lull (\$50 / hour)	w/ Operator	\$190.00	\$760.00	\$1,520.00	\$260.00	\$1,040.00
Manlift (\$50/ hour)	w/ Operator	\$190.00	\$760.00	\$1,520.00	\$260.00	\$1,040.00
Dirt Roller (\$50 / hour)	w/ Operator	\$180.00	\$720.00	\$1,440.00	\$250.00	\$1,000.00
Control Specialist		\$155.00	\$620.00	\$1,240.00	\$232.50	\$930.00
Mechanic		\$135.00	\$540.00	\$1,080.00	\$202.50	\$810.00
Operator		\$140.00	\$560.00	\$1,120.00	\$210.00	\$840.00
Laborer		\$125.00	\$500.00	\$1,000.00	\$187.50	\$750.00
Electrician		\$130.00	\$520.00	\$1,040.00	\$195.00	\$780.00
Welder		\$130.00	\$520.00	\$1,040.00	\$195.00	\$780.00
Foreman		\$135.00	\$540.00	\$1,080.00	\$202.50	\$810.00
Supervisor		\$155.00	\$620.00	\$1,240.00	\$232.50	\$930.00
Carpenter		\$135.00	\$540.00	\$1,080.00	\$202.50	\$810.00
PickUp Truck w/Fuel Tank		\$40.00	\$160.00	\$320.00	\$40.00	\$160.00
Root Cutter		\$110.00	\$440.00	\$880.00	\$110.00	\$440.00
Diesel Fuel		\$5.00	per gallon			
SERVICE CALLS		Residential	OT	Commercial	OT	
Snake Line		\$300.00	\$450.00	\$400.00	\$550.00	
Jem Jet		\$350.00	\$550.00	\$500.00	\$850.00	
Push Camera		\$300.00	\$450.00	\$400.00	\$550.00	
		\$125/hr after 1st hr				
DISPOSAL FEE'S						
Sludge			\$.19/gallon + tanker			
Grease			\$.75/gallon + tanker			
Oily Water			\$1.25/gallon + tanker			
Dry Sludge/Grit			\$275.00/ton + roll off/tractor trailer			
Construction Debris			\$150.00/ton + roll off			
DAY RATES						
Dumpster		\$44 + delivery & pickup				
Frac Tank		\$60 + delivery & pickup				
Light Tower		\$175				
Confined Space Entry Trailer		\$975				
Shoring Box		\$500				
Xtra Hose & Laborer		\$1,100				
Road Plate		\$150				
WEEKLY RATES						
Storage Box		\$110				
Generator/Pump		2750 + Setup				

* 4 Hour Minimum

** 4+ hrs= Full Day



653 RT 52 EAST
PO BOX 353
WALDEN, NY 12586-0353
PHONE (845) 778-3312
FAX (845) 778-3830

Quoted To Customer

TAM ENTERPRISES INC
114 HARTLEY RD
GOSHEN, NY 10924-6511

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

Job Name

DOWNING EXTRAS

Quote No

Date

Page

0023156

10/26/22

1

Expiration Date

11/25/22

Revised Date

10/26/22

Bid Due Date

10/26/22

Quoted BY

JOHAN DUQUE
JDUQUE@WINWATERWORKS.COM
(845) 778-3312

Customer	Payment Terms	Quoted To	Salesperson	FOB
002156	2% 10 DAYS NET 30	CHAD	JOHAN DUQUE	S

Line	Qty.	Description	Unit Price	UOM	Extended Price
1.0	8	315WTK 12.5'X360' WOVEN FABRIC	975.0000	EA	7800.00
		SUBTOTAL			7800.00

Tax Area Id	Net Sales	7,800.00
330710000	Freight	.00
	Tax	633.75
	Quotation Total	8,433.75



READY-MIX CONCRETE PROPOSAL AND ACCEPTANCE

Visit us on the web at: www.dicksconcrete.com

11

Proposal Submitted to TAM Enterprises Inc.	Phone (845) 294-8882	Fax (845) 294-8883	Date June 28.2022
Street Address 114 Hartley Road	Job Name Downing Park		
City, State, & Zip Code Goshen, New York 10924	Job Location Newburgh-New York		

We propose to furnish you the following materials and/or services for use in the above-stated job.

Price Effective: June 28, 2022 Expires: July 28, 2022 Terms: Net 30
Upon Credit Approval

[illegible]

"WHEN QUALITY COUNTS, YOU CAN COUNT ON US!"

ORDERS CANCELLED WITHIN 24 HOURS OF LOAD TIME ARE SUBJECT TO A CANCELLATION FEE.

ADDITIONAL ITEMS

Winter Concrete.....	\$10.00 cy.	1% Calcium.....	\$3.75 cy.	3/8" Stone Mixes.....	\$7.00 cy.
Saturday or Holiday.....	\$7.00 cy.	2% Calcium.....	\$5.50 cy.	Pump Mixes.....	\$2.00 cy.
Non-Air Mixes.....	\$2.00 cy.	Plastol 5000 MRWR Dosage.....	\$5.00 cy.	Extra Cement.....	\$0.07 lb.
Retarder.....	\$3.00 cy.	Plastol 5000 HRWR Dosage.....	\$10.00 cy.	Excessive Unloading Time.....	\$90.00 hr
Ice.....	\$.55 lb.	Lightweight Mixes	\$50.00 cy.	(after 6 minutes per yard)	
1% Non-Chloride Accelerator.....	\$6.00 cy.	Micro Fibers (1 lbs.)	\$7.50 cy.	Late Delivery(after 3:00pm).....	\$50.00 ld
2% Non-Chloride Accelerator.....	\$12.00 cy.	Macro Fibers (1 lbs.)	\$8.00 cy.	Late Cancellation Fee ...	\$500.00 minimum
Sullivan County (above exit 107)	\$100.00 ld.	West Point	\$250.00 ld.	Ulster County	\$40.00 ld
Sullivan County (above exit 112)	\$60.00 ld.	Rockland County	\$250.00 ld.	Dutchess County	\$70.00 ld
Extended Orange County	\$60.00 ld.	New Jersey	\$100.00 ld.	Pennsylvania	\$100.00 ld
SHORT LOADS: 1 - 5 1/2 CUBIC YARDS		LOCAL: \$150.00 PER LOAD		OUT OF AREA: \$200.00 PER LOAD	

ADEQUATE ACCESS TO POINT OF DELIVERY IS THE RESPONSIBILITY OF THE CUSTOMER

SIGNED PROPOSAL MUST BE RETURNED TO DICK'S CONCRETE TO ENSURE PRICING

ACCEPTED BY (Print): _____
ACCEPTED BY (Sign): _____
DATE: _____

BY: Eric Boyajian (845) 645-8180
DATE: June 28, 2022
Dick's Concrete Co., Inc.

PLEASE REVIEW THE ATTACHED TERMS AND CONDITIONS

QUOTED PRICES DO NOT INCLUDE APPLICABLE SALES TAXES

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
DAILY RECORD OF WORK PERFORMED, NOT INCLUDED IN CONTRACT

Contract No:			Contractor: TAM			Item Number:			Work Description: Excavate & stabilize/corridor to City Terrace			Date: 10/10/22	
LABOR						MATERIALS				EQUIPMENT			
ID	Last Name, First Name	Trade & Group	Hours			Description	Units	Qty	Stock (Y/N)	ID	Description	Hours	
			Regular	Prem	Total							In Use	Standby
1	JOE KATA	OPA	5			Item #4	TON	67.53			Leubota 80	5	
2	DALE LACEY	Foreman	5								Dump Truck	6	
3	STEVE LLOYD	LAB	6			(3 buckets ~ 22.5 tons each)							
4	WILLIE ZAMBRANA	LAB	6										
5						Road Fabric	SF	937.5					
6						(6.25' wide x 150')							
7													
8													
9													
10													
11													
12													
13													
14													
15													
16													

STATEMENT OF WORK ACCOMPLISHED:

Excavated soft areas of 3rd Ave, between Carpenter Ave & City Terrace, (6' x 150' area), and stabilized with Road fabric and Item #4.

CERTIFICATION:-

I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size, that material taken from stock as shown above is charged at fair market value, and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day.

Printed Name

Signature

Date

Contractor

Josiah Hintzberger
 Printed Name

Josiah Hintzberger
 Signature

10/13/22
 Date

NYS Department of Transportation

Arcadis

DICK'S CONCRETE CO., INC.

1053 COUNTY ROUTE 37

NEW HAMPTON, NY 10958

TEL. (845) 374-5966 • FAX (845) 374-7262

MANUFACTURERS OF SPECIALTY BLOCK

REDI MIX CONCRETE, SAND & GRAVEL, MASON SUPPLIES

PLEASE REMIT TO:
DICK'S CONCRETE CO.
1053 COUNTY ROUTE 37
NEW HAMPTON, NY 10958
(845) 374-5966

CONTROL NO.

S69615

SOLD TO

179016

TAM ENTERPRISES INC.
114 HARTLEY ROAD
GOSHEN NY 10924

S&G DELIVERED
3RD ST AND CARPENTER
NEWBURGH, NY

ARRIVE
JOB

LEAVE JOB 10457

CUSTOMER P.O.	CUSTOMER I.D.	CASH	CHARGE	C.O.D.	TRUCK	DRIVER	TICKET DATE	TICKET NO.
	26010		XX		147	WALT	10/10/22	179016

PRODUCT ID NO	QUANTITY	DESCRIPTION	UNIT PRICE	DISCOUNT	NET AMOUNT
200385	22.72	S&G (NH) - ITEM#4 BLUESTONE TON			
FUEL S&G	1.00	FUEL SURC S&G			
100351	1.00	DELIVERY CHARGE TON			
NO RETURNS OF ANY KIND					

THANK YOU!

CUSTOMER

INVOICE
TOTAL

I EXPRESSLY STATE THAT I HAVE THE AUTHORITY TO ACCEPT THIS ORDER AND THE TERMS, CONDITIONS
AND CONTINGENCIES THEREOF STATED ON THE REVERSE SIDE OF THIS ORDER.

AUTHORIZED AND RECEIVED IN GOOD ORDER BY

All accounts are due and payable 30 days from delivery date. 1 1/2% per month (18% per annum) service charge on all accounts over 30 days.

DICK'S CONCRETE CO., INC.

1053 COUNTY ROUTE 37

NEW HAMPTON, NY 10958

TEL. (845) 374-5966 • FAX (845) 374-7262

MANUFACTURERS OF SPECIALTY BLOCK

REDI MIX CONCRETE, SAND & GRAVEL, MASON SUPPLIES

PLEASE REMIT TO:
DICK'S CONCRETE CO.
1053 COUNTY ROUTE 37
NEW HAMPTON, NY 10958
(845) 374-5966

CONTROL NO.

S69601

SOLD TO

TAM ENTERPRISES INC.
114 HARTLEY ROAD
GOSHEN NY 10924

S&G DELIVERED
3RD ST AND CORRECTION
NEWBURGH, NY

ARRIVE
JOB

LEAVE
JOB

CUSTOMER P.O. CUSTOMER I.D. CASH CHARGE C.O.D. TRUCK DRIVER TICKET DATE

26010

XX

141

HENRY

07/10/92

TICKET NO.

PRODUCT ID NO	QUANTITY	DESCRIPTION	UNIT PRICE	DISCOUNT	NET AMOUNT
200305	22.34	S&G (MM) - ITEM#4 BLUESTONE TON			
FUEL 56	1.00	FUEL SURC S&G			
100351	1.00	DELIVERY CHARGE TON			

Delivered

NO RETURNS OF ANY KIND

THANK YOU!

CUSTOMER

INVOICE
TOTAL

All accounts are due and payable 30 days from delivery date. 1 1/2% per month (18% per annum) service charge on all accounts over 30 days.

I EXPRESSLY STATE THAT I HAVE THE AUTHORITY TO ACCEPT THIS ORDER AND THE TERMS, CONDITIONS
AND CONTINGENCIES THEREOF STATED ON THE REVERSE SIDE OF THIS ORDER.
AUTHORIZED AND RECEIVED IN GOOD ORDER BY:

DICK'S CONCRETE CO., INC.

1053 COUNTY ROUTE 37

NEW HAMPTON, NY 10958

TEL. (845) 374-5966 • FAX (845) 374-7262

MANUFACTURERS OF SPECIALTY BLOCK

REDI MIX CONCRETE, SAND & GRAVEL, MASON SUPPLIES

PLEASE REMIT TO:

DICK'S CONCRETE CO.

1053 COUNTY ROUTE 37

NEW HAMPTON, NY 10958

(845) 374-5966

CONTROL NO.

S69614

SOLD TO

179015

TAM ENTERPRISES INC.

114 HARTLEY ROAD

GOSHEN NY 10924

SAG DELIVERED

3RD ST AND CARPENTER

NEWBURGH, NY

ARRIVE
JOB

LEAVE JOB 10457

CUSTOMER P.O.	CUSTOMER I.D.	CASH	CHARGE	C.O.D.	TRUCK	DRIVER	TICKET DATE	TICKET NO.
	26010		XX		171	ROB	10/10/22	179015

PRODUCT ID NO	QUANTITY	DESCRIPTION	UNIT PRICE	DISCOUNT	NET AMOUNT
200305	22.47	SAG (MH) - ITEM#4 BLUESTONE TON			
FUEL56	1.00	FUEL SURC SAG			
100351	1.00	DELIVERY CHARGE TON			

NO RETURNS OF ANY KIND

THANK YOU!!

CUSTOMER

INVOICE
TOTAL

All accounts are due and payable 30 days from delivery date. 1 1/2% per month (18% per annum) service charge on all accounts over 30 days.

I EXPRESSLY STATE THAT I HAVE THE AUTHORITY TO ACCEPT THIS ORDER AND THE TERMS, CONDITIONS AND CONTINGENCIES THEREOF STATED ON THE REVERSE SIDE OF THIS ORDER.

AUTHORIZED AND RECEIVED IN GOOD ORDER BY:

114 Hartley Road
Goshen NY 10924



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

Quote

Customer City of Newburgh
83 Broadway 4th Floor- Accts Payable
Newburgh NY 12550

Date Estimate #
10/26/2022 3805

PO #:

Description	Unit	Quantity	Rate	Amount
T&M WORK - 10.11.22- Excavate soft areas & fill w Item #4				
FOREMAN-DALE L.	Hourly	8.00	111.360	890.88
FOREMAN-DALE L.	Hourly	3.00	163.030	489.09
OPERATOR- JOE K.	Hourly	8.00	111.360	890.88
OPERATOR- JOE K.	Hourly	3.00	163.030	489.09
LABORER - WILLIE Z.	Hourly	8.00	93.190	745.52
LABORER - WILLIE Z.	Hourly	2.00	136.740	273.48
LABORER - STEVE L.	Hourly	8.00	93.190	745.52
LABORER - STEVE L.	Hourly	3.00	136.740	410.22
MATERIALS				
Item #4 - TOTAL	Ton	159.10	28.000	4,454.80
Road Fabric	EA	6.00	975.000	5,850.00
EQUIPMENT				
Kubota 80 Excavator	Hourly	11.00	55.000	605.00
Dump Truck -Tri Axle	Hourly	11.00	60.000	660.00
TAM OVERHEAD & PROFIT 15%	LS	1.00	2475.672	2,475.67

Customer Signature _____

Accepted By : _____

Subtotal	\$18,980.15
Sales Tax:	0.00
Quote Total	\$18,980.15

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

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Service Quote
Continued...

Invoice#: 3805
Date: 10/26/2022

Description	Unit	Quantity	Rate	Amount
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Notes



Manpower & Equipment		Regular Time	Regular Time	Regular Time	OVERTIME	OVERTIME
		Hourly Rate	4 Hr Min	8 Hr Day	Hourly Rate	4 Hr Min
VacCon (\$110.00/hr)	w/ Op.	\$250.00	\$1,000.00	\$2,000.00	\$320.00	\$1,280.00
	w/ Op. & Lab.	\$375.00	\$1,500.00	\$3,000.00	\$507.50	\$2,030.00
HvdroExcavator (\$175.00/hr)	w/ Op.	\$315.00	\$1,260.00	\$2,520.00	\$385.00	\$1,540.00
	w/ Op. & Lab.	\$440.00	\$1,760.00	\$3,520.00	\$572.50	\$2,290.00
Mechanic/Tool Truck (\$120.00/hr)	w/ Op.	\$255.00	\$1,020.00	\$2,040.00	\$322.50	\$1,290.00
	w/ Op. & Lab.	\$380.00	\$1,520.00	\$3,040.00	\$510.00	\$2,040.00
Camera/TV Truck (\$90.00/hr)	w/ Op.	\$230.00	\$920.00	\$1,840.00	\$300.00	\$1,200.00
	w/ Op. & Lab.	\$355.00	\$1,420.00	\$2,840.00	\$472.50	\$1,930.00
Backhoe (\$50.00/hr)	w/ Operator	\$190.00	\$760.00	\$1,520.00	\$260.00	\$1,040.00
Loader (\$55.00/hr)	w/ Operator	\$195.00	\$780.00	\$1,560.00	\$265.00	\$1,060.00
SkidSteer (\$45.00/hr)	w/ Operator	\$185.00	\$740.00	\$1,480.00	\$255.00	\$1,020.00
Mini Exc.- Bobcat 60 85 (\$55.00/hr)	w/ Operator	\$195.00	\$780.00	\$1,560.00	\$265.00	\$1,060.00
Excavator- CAT315 (\$65.00/hr)	w/ Operator	\$205.00	\$820.00	\$1,640.00	\$275.00	\$1,100.00
Excavator- PC200 (\$90.00/hr)	w/ Operator	\$230.00	\$920.00	\$1,840.00	\$300.00	\$1,200.00
Excavator- CAT335 (\$155.00/hr)	w/ Operator	\$340.00	\$1,360.00	\$2,720.00	\$432.50	\$1,730.00
Excavator - CAT321 w/ Bucket (\$130/hr)	w/ Operator	\$270.00	\$1,080.00	\$2,160.00	\$340.00	\$1,360.00
Excavator - CAT321 w/ Hammer (\$205/hr)	w/ Operator	\$345.00	\$1,380.00	\$2,760.00	\$415.00	\$1,660.00
Excavator - CAT321 w/ Sheet Pounder (\$220/hr)	w/ Operator	\$360.00	\$1,440.00	\$2,880.00	\$430.00	\$1,720.00
Bulldozer- CAT D 5 JD 650 (\$55.00/hr)	w/ Operator		\$780.00	\$1,560.00	\$265.00	\$1,060.00
Single Axle- Dump Truck (Non P Rate)	w/ Driver		\$380.00	\$760.00	\$142.50	\$570.00
TriAxle- Dump Truck (P Rate) 60.00	w/ Driver	\$150.00	\$600.00	\$1,200.00	\$225.00	\$900.00
TriAxle- Dump Truck (Non P Rate)	w/ Driver	\$105.00	\$420.00	\$840.00	\$157.50	\$630.00
Roll Off Truck (P rate)	w/ Driver	\$145.00	\$580.00	\$1,160.00	\$217.50	\$870.00
Roll Off Truck (Non P Rate)	w/ Driver	\$105.00	\$420.00	\$840.00	\$157.50	\$630.00
Off Road- Dump Truck	w/ Operator	\$62.00	\$240.00	\$480.00	\$90.00	\$360.00
Hino	w/ Driver	\$85.00	\$340.00	\$680.00	\$100.00	\$400.00
Low Boy	w/ Driver	\$175.00	\$700.00	\$1,400.00	\$235.00	\$940.00
Tanker Truck (\$55.00/hr)	w/ Operator	\$195.00	\$780.00	\$1,560.00	\$265.00	\$1,060.00
Sweeper (\$50.00/hr)	w/ Operator	\$190.00	\$760.00	\$1,520.00	\$240.00	\$960.00
Paving Roller (\$40 / hour)	w/ Operator	\$180.00	\$720.00	\$1,440.00	\$250.00	\$900.00
Paver (\$50/ hour)	w/ Operator	\$190.00	\$760.00	\$1,520.00		\$1,040.00
Lull (\$50 / hour)	w/ Operator	\$190.00	\$760.00	\$1,520.00	\$260.00	\$1,040.00
Manlift (\$50/ hour)	w/ Operator	\$190.00	\$760.00	\$1,520.00	\$260.00	\$1,040.00
Dirt Roller (\$50 / hour)	w/ Operator	\$180.00	\$720.00	\$1,440.00	\$250.00	\$1,000.00
Control Specialist		\$155.00	\$620.00	\$1,240.00	\$232.50	\$930.00
Mechanic		\$135.00	\$540.00	\$1,080.00	\$202.50	\$810.00
Operator		\$140.00	\$560.00	\$1,120.00	\$210.00	\$840.00
Laborer		\$125.00	\$500.00	\$1,000.00	\$187.50	\$750.00
Electrician		\$130.00	\$520.00	\$1,040.00	\$195.00	\$780.00
Welder		\$130.00	\$520.00	\$1,040.00	\$195.00	\$780.00
Foreman		\$135.00	\$540.00	\$1,080.00	\$202.50	\$810.00
Supervisor		\$155.00	\$620.00	\$1,240.00		
Carpenter		\$135.00	\$540.00	\$1,080.00	\$202.50	\$810.00
PickUp Truck w/Fuel Tank		\$40.00	\$160.00	\$320.00	\$40.00	\$160.00
Root Cutter		\$110.00	\$440.00	\$880.00	\$110.00	\$440.00
Diesel Fuel		\$5.00	per gallon			
SERVICE CALLS		Residential	OT	Commercial	OT	
Snake Line		\$300.00	\$450.00	\$400.00	\$550.00	
Jem Jet		\$350.00	\$550.00	\$500.00	\$850.00	
Push Camera		\$300.00	\$450.00	\$400.00	\$550.00	
		\$125/hr after 1st hr				
		DISPOSAL FEE S				
Sludge				\$.19/gallon + tanker		
Grease				\$.75/gallon + tanker		
Oily Water				\$1.25/ga on + tanker		
Dry Sludge/Grit				\$275.00/ton + roll off/tractor trailer		
Construction Debris				\$150.00/ton + roll off		
		DAY RATES				
Dumpster		\$44 + delivery & pickup				
Frac Tank		\$60 + delivery & pickup				
Light Tower		\$175				
Confined Space Entry Trailer		\$275				
Shoring Box		\$500				
Xtra Hose & Laborer		\$1,100				
Road Plate		\$150				
		WEEKLY RATES				
Storage Box		\$110				
Generator/Pump		2750 + Setup				

* 4-Hour Minimum

** 4+ hrs= Full Day



READY-MIX CONCRETE PROPOSAL AND ACCEPTANCE

Visit us on the web at: www.dicksconcrete.com

113

Proposal Submitted to TAM Enterprises Inc.	Phone (845) 294-8882	Fax (845) 294-8883	Date June 28.2022
Street Address 114 Hartley Road	Job Name Downing Park		
City, State, & Zip Code Goshen, New York 10924	Job Location Newburgh-New York		

We propose to furnish you the following materials and/or services for use in the above-stated job.

Price Effective: June 28, 2022 Expires: July 28, 2022 Terms: Net 30
Upon Credit Approval

[illegible]

"WHEN QUALITY COUNTS, YOU CAN COUNT ON US!"

ORDERS CANCELLED WITHIN 24 HOURS OF LOAD TIME ARE SUBJECT TO A CANCELLATION FEE.

ADDITIONAL ITEMS

Winter Concrete.....	\$10.00 cy.	1% Calcium.....	\$3.75 cy.	3/8" Stone Mixes.....	\$7.00 cy.
Saturday or Holiday.....	\$7.00 cy.	2% Calcium.....	\$5.50 cy.	Pump Mixes.....	\$2.00 cy.
Non-Air Mixes.....	\$2.00 cy.	Plastol 5000 MRWR Dosage.....	\$5.00 cy.	Extra Cement.....	\$0.07 lb.
Retarder.....	\$3.00 cy.	Plastol 5000 HRWR Dosage.....	\$10.00 cy.	Excessive Unloading Time.....	\$90.00 hr
Ice.....	\$.55 lb.	Lightweight Mixes	\$50.00 cy.	(after 6 minutes per yard)	
1% Non-Chloride Accelerator.....	\$6.00 cy.	Micro Fibers (1 lbs.)	\$7.50 cy.	Late Delivery(after 3:00pm).....	\$50.00 ld
2% Non-Chloride Accelerator.....	\$12.00 cy.	Macro Fibers (1 lbs.)	\$8.00 cy.	Late Cancellation Fee ...	\$500.00 minimum
Sullivan County (above exit 107)	\$100.00 ld.	West Point	\$250.00 ld.	Ulster County	\$40.00 ld
Sullivan County (above exit 112)	\$60.00 ld.	Rockland County	\$250.00 ld.	Dutchess County	\$70.00 ld
Extended Orange County	\$60.00 ld.	New Jersey	\$100.00 ld.	Pennsylvania	\$100.00 ld
SHORT LOADS: 1 - 5 1/2 CUBIC YARDS		LOCAL: \$150.00 PER LOAD		OUT OF AREA: \$200.00 PER LOAD	

ADEQUATE ACCESS TO POINT OF DELIVERY IS THE RESPONSIBILITY OF THE CUSTOMER

SIGNED PROPOSAL MUST BE RETURNED TO DICK'S CONCRETE TO ENSURE PRICING

ACCEPTED BY (Print): _____
ACCEPTED BY (Sign): _____
DATE: _____

BY: Eric Boyajian (845) 645-8180
DATE: June 28, 2022
Dick's Concrete Co., Inc.

PLEASE REVIEW THE ATTACHED TERMS AND CONDITIONS

QUOTED PRICES DO NOT INCLUDE APPLICABLE SALES TAXES



653 RT 52 EAST
PO BOX 353
WALDEN, NY 12586-0353
PHONE (845) 778-3312
FAX (845) 778-3830

Quoted To Customer

TAM ENTERPRISES INC
114 HARTLEY RD
GOSHEN, NY 10924-6511

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

Job Name

DOWNING EXTRAS

Quote No

Date

Page

0023156

10/26/22

1

Expiration Date

11/25/22

Revised Date

10/26/22

Bid Due Date

10/26/22

Quoted BY

JOHAN DUQUE
JDUQUE@WINWATERWORKS.COM
(845) 778-3312

Customer	Payment Terms	Quoted To	Salesperson	FOB
002156	2% 10 DAYS NET 30	CHAD	JOHAN DUQUE	S

Line	Qty.	Description	Unit Price	UOM	Extended Price
1.0	8	315WTK 12.5'X360' WOVEN FABRIC	975.0000	EA	7800.00
		SUBTOTAL			7800.00

Tax Area Id	Net Sales	7,800.00
330710000	Freight	.00
	Tax	633.75
	Quotation Total	8,433.75

DICK'S CONCRETE CO., INC.
1053 COUNTY ROUTE 37
NEW HAMPTON, NY 10958
TEL. (845) 374-5966 • FAX (845) 374-7262
MANUFACTURERS OF SPECIALTY BLOCK
REDI MIX CONCRETE, SAND & GRAVEL, MASON SUPPLIES

PLEASE REMIT TO:
DICK'S CONCRETE CO.
1053 COUNTY ROUTE 37
NEW HAMPTON, NY 10958
(845) 374-5966

CONTROL NO.
S 69644

SOLD TO

179046

TAM ENTERPRISES INC.
114 HARTLEY ROAD
GOSHEN NY 10924

S&G DELIVERED
3RD ST AND CARPENTER
NEWBURGH, NY

ARRIVE
JOB

LEAVE JOB 10497

CUSTOMER P.O.	CUSTOMER I.D.	CASH	CHARGE	C.O.D	TRUCK	DRIVER	TICKET DATE	TICKET NO.
	26010		XX		171	ROB	10/11/22	179046

PRODUCT ID NO	QUANTITY	DESCRIPTION	UNIT PRICE	DISCOUNT	NET AMOUNT
200305	23.20	S&G (HH) - ITEM#4 BLUESTONE TON			
FUEL56	1.00	FUEL SURC S&G			
100351	1.00	DELIVERY CHARGE TON			
NO RETURNS OF ANY KIND					

THANK YOU!

CUSTOMER

INVOICE
TOTAL

All accounts are due and payable 30 days from delivery date. 1 1/2% per month (18% per annum) service charge on all accounts over 30 days.

I EXPRESSLY STATE THAT I HAVE THE AUTHORITY TO ACCEPT THIS ORDER AND THE TERMS, CONDITIONS AND CONTINGENCIES THEREOF STATED ON THE REVERSE SIDE OF THIS ORDER.

AUTHORIZED AND RECEIVED IN GOOD ORDER BY:

DICK'S CONCRETE CO., INC.
1053 COUNTY ROUTE 37
NEW HAMPTON, NY 10958
TEL. (845) 374-5966 • FAX (845) 374-7262
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PLEASE REMIT TO:
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1053 COUNTY ROUTE 37
NEW HAMPTON, NY 10958
(845) 374-5966

CONTROL NO.
S69645

SOLD TO

173047

TAM ENTERPRISES INC.
114 HARTLEY ROAD
GOSHEN NY 10924

S&G DELIVERED
3RD ST AND CARPENTER
NEWBURGH, NY

ARRIVE
JOB

800

LEAVE
JOB

10497

CUSTOMER P.O.	CUSTOMER I.D.	CASH	CHARGE	C.O.D.	TRUCK	DRIVER	TICKET DATE	TICKET NO.
	26010		XX		147	WALT	10/11/22	173047
PRODUCT ID NO	QUANTITY	DESCRIPTION				UNIT PRICE	DISCOUNT	NET AMOUNT
200305	22.03	S&G (NH) - ITEM#4 BLUESTONE TON						
FUEL SG	1.00	FUEL SURC S&G						
100351	1.00	DELIVERY CHARGE TON						

NO RETURNS OF ANY KIND

THANK YOU!

CUSTOMER

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PLEASE REMIT TO:
DICK'S CONCRETE CO.
1053 COUNTY ROUTE 37
NEW HAMPTON, NY 10958
(845) 374-5966

CONTROL NO.

S69652

SOLD TO

179054

TAM ENTERPRISES INC.
114 HARTLEY ROAD
GOSHEN NY 10924

S&G DELIVERED
3RD ST AND CARPENTER
NEWBURGH, NY

ARRIVE
JOB

LEAVE JOB 10497

CUSTOMER P.O.	CUSTOMER I.D.	CASH	CHARGE	C.O.D.	TRUCK	DRIVER	TICKET DATE	TICKET NO.
	26010		XX		167		10/11/22	179054

PRODUCT ID NO	QUANTITY	DESCRIPTION	UNIT PRICE	DISCOUNT	NET AMOUNT
290305	22.08	S&G (NH) - ITEM#4 BLUESTONE TON			
FUEL 92	1.00	FUEL SURC S&G			
100351	1.00	DELIVERY CHARGE TON			

NO RETURNS OF ANY KIND

THANK YOU!

CUSTOMER

INVOICE
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TEL. (845) 374-5966 • FAX (845) 374-7262
MANUFACTURERS OF SPECIALTY BLOCK
REDI MIX CONCRETE, SAND & GRAVEL, MASON SUPPLIES

PLEASE REMIT TO:
DICK'S CONCRETE CO.
1053 COUNTY ROUTE 37
NEW HAMPTON, NY 10958
(845) 374-5966

CONTROL NO.
S69666

SOLD TO

Adams

179068

TAM ENTERPRISES INC.
114 HARTLEY ROAD
GOSHEN NY 10924

546 DELIVERED
3RD ST AND CARPENTER
NEWBURGH, NY

ARRIVE
JOB

LEAVE
JOB PD# 10497

CUSTOMER P.O.	CUSTOMER I.D.	CASH	CHARGE	C.O.D	TRUCK	DRIVER	TICKET DATE	TICKET NO.
26010			XX		100		10/11/22	179068

PRODUCT ID NO	QUANTITY	DESCRIPTION
200305	23.01	546 (MI) - ITEM#4 BLUESTONE TON
FUEL56	1.00	FUEL SURC 546
100331	1.00	DELIVERY CHARGE TON

NO RETURNS OF A

DELIVERY

THANK YOU!
All accounts are due and payable 30 days from delivery date. 1 1/2% per month (18% per annum) service charge on all accounts over 30 days.

DICK'S CONCRETE CO., INC.
1053 COUNTY ROUTE 37
NEW HAMPTON, NY 10958
TEL. (845) 374-5966 • FAX (845) 374-7262
MANUFACTURERS OF SPECIALTY BLOCK
REDI MIX CONCRETE, SAND & GRAVEL, MASON SUPPLIES

PLEASE REMIT TO:
DICK'S CONCRETE CO.
1053 COUNTY ROUTE 37
NEW HAMPTON, NY 10958
(845) 374-5966

CONTROL NO.
S69674

SOLD TO

179076

TAM ENTERPRISES INC.
114 HARTLEY ROAD
GOSHEN NY 10924

S&G DELIVERED
3RD ST AND CARPENTER
NEWBURGH, NY

ARRIVE JOB _____ LEAVE JOB PO# 10497

CUSTOMER P.O.	CUSTOMER I.D.	CASH	CHARGE	C.O.D	TRUCK	DRIVER	TICKET DATE	TICKET NO.
	26010		XX		167		10/11/22	179076

PRODUCT ID NO	QUANTITY	DESCRIPTION	UNIT PRICE	DISCOUNT	NET AMOUNT
200305	22.38	S&G (NH) - ITEM#4 BLUESTONE TON			
FUEL SG	1.00	FUEL SURC S&G			
100351	1.00	DELIVERY CHARGE TON			
NO RETURNS OF ANY KIND					

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AUTHORIZED AND RECEIVED IN GOOD ORDER BY _____

DICK'S CONCRETE CO., INC.

1053 COUNTY ROUTE 37

NEW HAMPTON, NY 10958

TEL. (845) 374-5966 • FAX (845) 374-7262

MANUFACTURERS OF SPECIALTY BLOCK

REDI MIX CONCRETE, SAND & GRAVEL, MASON SUPPLIES

PLEASE REMIT TO:

DICK'S CONCRETE CO.

1053 COUNTY ROUTE 37

NEW HAMPTON, NY 10958

(845) 374-5966

CONTROL NO.

S69681

SOLD TO

ADAMIS

179083

TAM ENTERPRISES INC.

114 HARTLEY ROAD

GOSHEN NY 10924

642
PB

S&G DELIVERED

3RD ST AND CARPENTER

NEWBURGH, NY

ARRIVE
JOB

LEAVE
JOB

POB 10497

CUSTOMER P.O.	CUSTOMER I.D.	CASH	CHARGE	C.O.D.	TRUCK	DRIVER	TICKET DATE	TICKET NO.
10010	10010				100		10/11/22	179083

PRODUCT ID NO	QUANTITY	DESCRIPTION
20035	23.50	S&G (H&H) - ITENNA BLUESTONE TON
PA155	1.00	FUEL SURC S&G
10031	1.00	DELIVERY CHARGE TON

NO RETURNS OF A
M E

DELIVERY

THANK YOU!

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 NEW HAMPTON, NY 10958
 TEL. (845) 374-5966 • FAX (845) 374-7262
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 REDI MIX CONCRETE, SAND & GRAVEL, MASON SUPPLIES

PLEASE REMIT TO:
DICK'S CONCRETE CO.
 1053 COUNTY ROUTE 37
 NEW HAMPTON, NY 10958
 (845) 374-5966

CONTROL NO.
S89690

SOLD TO

179093

TAM ENTERPRISES INC.
 114 HARTLEY ROAD
 GOSHEN NY 10924

S&G DELIVERED
 3RD ST AND CARPENTER
 NEWBURGH, NY

ARRIVE
 JOB

LEAVE
 JOB POW 10497

CUSTOMER P.O.	CUSTOMER I.D.	CASH	CHARGE	C.O.D.	TRUCK	DRIVER	TICKET DATE	TICKET NO.
	26010		XX		167		10/11/22	179093
PRODUCT ID NO	QUANTITY	DESCRIPTION				UNIT PRICE	DISCOUNT	NET AMOUNT
200305	22.89	S&G (MM) - ITEM#4 BLUESTONE TON						
FUEL#6	1.00	FUEL SURC S&G						
100351	1.00	DELIVERY CHARGE TON						
NO RETURNS OF ANY KIND								

CUSTOMER

INVOICE
 TOTAL

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THIS ORDER IS RECEIVED IN GOOD ORDER BY

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

DAILY RECORD OF WORK PERFORMED, NOT INCLUDED IN CONTRACT

Contract No:		Contractor: TAM				Item Number:		Work Description: Excavate soft areas & fill w/ Item #4				Date: 10-11-22	
LABOR						MATERIALS				EQUIPMENT			
ID	Last Name, First Name	Trade & Group	Hours			Description	Units	Qty	Stock (Y/N)	ID	Description	Hours	
			Regular	Prem	Total							In Use	Standby
7-6	1 DAVE LACEY	Folanaw	8	3	11	Item 4	Ton	159.1			12.6 hr 80 Excavator	11	
7-6	2 JOE KATA	OPA	8	3	11	69690-22.89 Ton					Dump Truck 11	11	
7-5	3 WILLY ZAMBONIA	LAB	8	2	10	69645-22.03 Ton							
7-6	4 STEVE LLOYD	LAB	8	3	11	69644-23.20 Ton							
	5					69652-22.08 Ton							
	6					69674-22.38 Ton							
	7					69681-23.57 / 69666-23.01 Ton							
	8					ROAD FABRIC							
	9												
	10					740 LF + 6.25 LF SF 4,625							
	11												
	12												
	13												
	14												
	15												
	16												

STATEMENT OF WORK ACCOMPLISHED: **DIG OUT 740 LF 6.25 WIDE INSTALL ROAD FABRIC AND FILL WITH ITEM #4**

CERTIFICATION :-

I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size, that material taken from stock as shown above is charged at fair market value, and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day.

Printed Name

Signature

Date

Contractor

Joseph Hinterberger
Printed Name

Joseph Hinterberger
Signature

10/14/22
Date

NYS Department of Transportation **Arcadis**

DICK'S CONCRETE CO., INC.
1053 COUNTY ROUTE 37
NEW HAMPTON, NY 10958
TEL. (845) 374-5966 • FAX (845) 374-7262
MANUFACTURERS OF SPECIALTY BLOCK
REDI MIX CONCRETE, SAND & GRAVEL, MASON SUPPLIES

PLEASE REMIT TO:
DICK'S CONCRETE CO.
1053 COUNTY ROUTE 37
NEW HAMPTON, NY 10958
(845) 374-5966

CONTROL NO.
S 69644

SOLD TO

179046

TAM ENTERPRISES INC.
114 HARTLEY ROAD
GOSHEN NY 10924

S&G DELIVERED
3RD ST AND CARPENTER
NEWBURGH, NY

ARRIVE
JOB

LEAVE JOB 10497

CUSTOMER P.O.	CUSTOMER I.D.	CASH	CHARGE	C.O.D	TRUCK	DRIVER	TICKET DATE	TICKET NO.
	26010		XX		171	ROB	10/11/22	179046

PRODUCT ID NO	QUANTITY	DESCRIPTION	UNIT PRICE	DISCOUNT	NET AMOUNT
200305	23.20	S&G (HH) - ITEM#4 BLUESTONE TON			
FUEL56	1.00	FUEL SURC S&G			
100351	1.00	DELIVERY CHARGE TON			
NO RETURNS OF ANY KIND					

THANK YOU!

CUSTOMER

INVOICE
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1053 COUNTY ROUTE 37
NEW HAMPTON, NY 10958
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PLEASE REMIT TO:
DICK'S CONCRETE CO.
1053 COUNTY ROUTE 37
NEW HAMPTON, NY 10958
(845) 374-5966

CONTROL NO.
S69645

SOLD TO

173047

TAM ENTERPRISES INC.
114 HARTLEY ROAD
GOSHEN NY 10924

S&G DELIVERED
3RD ST AND CARPENTER
NEWBURGH, NY

ARRIVE
JOB

800

LEAVE
JOB

10497

CUSTOMER P.O.	CUSTOMER I.D.	CASH	CHARGE	C.O.D.	TRUCK	DRIVER	TICKET DATE	TICKET NO.
	26010		XX		147	WALT	10/11/22	173047
PRODUCT ID NO	QUANTITY	DESCRIPTION				UNIT PRICE	DISCOUNT	NET AMOUNT
200305	22.03	S&G (NH) - ITEM#4 BLUESTONE TON						
FUEL SG	1.00	FUEL SURC S&G						
100351	1.00	DELIVERY CHARGE TON						

NO RETURNS OF ANY KIND

THANK YOU!

CUSTOMER

INVOICE
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(845) 374-5966

CONTROL NO.

S69652

SOLD TO

179054

TAM ENTERPRISES INC.
114 HARTLEY ROAD
GOSHEN NY 10924

S&G DELIVERED
3RD ST AND CARPENTER
NEWBURGH, NY

ARRIVE
JOB

LEAVE JOB 10497

CUSTOMER P.O.	CUSTOMER I.D.	CASH	CHARGE	C.O.D.	TRUCK	DRIVER	TICKET DATE	TICKET NO.
	26010		XX		167		10/11/22	179054

PRODUCT ID NO	QUANTITY	DESCRIPTION	UNIT PRICE	DISCOUNT	NET AMOUNT
200305	22.00	S&G (NH) - ITEM#4 BLUESTONE TON			
FUEL 92	1.00	FUEL SURC S&G			
100351	1.00	DELIVERY CHARGE TON			

NO RETURNS OF ANY KIND

THANK YOU!

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TOTAL

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I EXPRESSLY STATE THAT I HAVE THE AUTHORITY TO ACCEPT THIS ORDER AND THE TERMS, CONDITIONS
AND CONTINGENCIES THEREOF STATED ON THE REVERSE SIDE OF THIS ORDER.

AUTHORIZED AND RECEIVED IN GOOD ORDER BY:

DICK'S CONCRETE CO., INC.

1053 COUNTY ROUTE 37
NEW HAMPTON, NY 10958
TEL. (845) 374-5966 • FAX (845) 374-7262
MANUFACTURERS OF SPECIALTY BLOCK
REDI MIX CONCRETE, SAND & GRAVEL, MASON SUPPLIES

PLEASE REMIT TO:
DICK'S CONCRETE CO.
1053 COUNTY ROUTE 37
NEW HAMPTON, NY 10958
(845) 374-5966

CONTROL NO.
S69666

SOLD TO

Adams

179068

TAM ENTERPRISES INC.
114 HARTLEY ROAD
GOSHEN NY 10924

546 DELIVERED
3RD ST AND CARPENTER
NEWBURGH, NY

ARRIVE
JOB

LEAVE
JOB PD# 10497

CUSTOMER P.O.	CUSTOMER I.D.	CASH	CHARGE	C.O.D	TRUCK	DRIVER	TICKET DATE	TICKET NO.
26010			XX		100		10/11/22	179068

PRODUCT ID NO	QUANTITY	DESCRIPTION
200305	23.01	546 (MI) - ITEM#4 BLUESTONE TON
FUEL56	1.00	FUEL SURC 546
100331	1.00	DELIVERY CHARGE TON

NO RETURNS OF A

DELIVERY

THANK YOU!
All accounts are due and payable 30 days from delivery date. 1 1/2% per month (18% per annum) service charge on all accounts over 30 days.

DICK'S CONCRETE CO., INC.
1053 COUNTY ROUTE 37
NEW HAMPTON, NY 10958
TEL. (845) 374-5966 • FAX (845) 374-7262
MANUFACTURERS OF SPECIALTY BLOCK
REDI MIX CONCRETE, SAND & GRAVEL, MASON SUPPLIES

PLEASE REMIT TO:
DICK'S CONCRETE CO.
1053 COUNTY ROUTE 37
NEW HAMPTON, NY 10958
(845) 374-5966

CONTROL NO.
S69674

SOLD TO

179076

TAM ENTERPRISES INC.
114 HARTLEY ROAD
GOSHEN NY 10924

S&G DELIVERED
3RD ST AND CARPENTER
NEWBURGH, NY

ARRIVE JOB _____ LEAVE JOB PO# 10497

CUSTOMER P.O.	CUSTOMER I.D.	CASH	CHARGE	C.O.D	TRUCK	DRIVER	TICKET DATE	TICKET NO.
	26010		XX		167		10/11/22	179076

PRODUCT ID NO	QUANTITY	DESCRIPTION	UNIT PRICE	DISCOUNT	NET AMOUNT
200305	22.38	S&G (NH) - ITEM#4 BLUESTONE TON			
FUEL SG	1.00	FUEL SURC S&G			
100351	1.00	DELIVERY CHARGE TON			
NO RETURNS OF ANY KIND					

I EXPRESSLY STATE THAT I HAVE THE AUTHORITY TO ACCEPT THIS ORDER AND THE TERMS, CONDITIONS AND CONTINGENCIES THEREOF STATED ON THE REVERSE SIDE OF THIS ORDER.
AUTHORIZED AND RECEIVED IN GOOD ORDER BY _____

DICK'S CONCRETE CO., INC.

1053 COUNTY ROUTE 37

NEW HAMPTON, NY 10958

TEL. (845) 374-5966 • FAX (845) 374-7262

MANUFACTURERS OF SPECIALTY BLOCK

REDI MIX CONCRETE, SAND & GRAVEL, MASON SUPPLIES

PLEASE REMIT TO:

DICK'S CONCRETE CO.

1053 COUNTY ROUTE 37

NEW HAMPTON, NY 10958

(845) 374-5966

CONTROL NO.

S69681

SOLD TO

ADAMIS

179083

TAM ENTERPRISES INC.

114 HARTLEY ROAD

GOSHEN NY 10924

642
PB

S&G DELIVERED

3RD ST AND CARPENTER

NEWBURGH, NY

ARRIVE
JOB

LEAVE
JOB

POB 10497

CUSTOMER P.O.	CUSTOMER I.D.	CASH	CHARGE	C.O.D.	TRUCK	DRIVER	TICKET DATE	TICKET NO.
10010	10010				100		10/11/22	179083

PRODUCT ID NO	QUANTITY	DESCRIPTION
20035	23.50	S&G (H&H) - ITENNA BLUESTONE TON
PA155	1.00	FUEL SURC S&G
10031	1.00	DELIVERY CHARGE TON

NO RETURNS OF
M E

DELIVERY

THANK YOU!
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I EXPRESSLY STATE THAT I HAVE THE AUTHORITY TO ACCEPT THIS ORDER AND THE TERMS, CONDITIONS AND CONTINGENCIES THEREOF STATED ON THE REVERSE SIDE OF THIS ORDER.
AUTHORIZED AND RECEIVED IN GOOD ORDER BY

DICK'S CONCRETE CO., INC.
 1053 COUNTY ROUTE 37
 NEW HAMPTON, NY 10958
 TEL. (845) 374-5966 • FAX (845) 374-7262
 MANUFACTURERS OF SPECIALTY BLOCK
 REDI MIX CONCRETE, SAND & GRAVEL, MASON SUPPLIES

PLEASE REMIT TO:
DICK'S CONCRETE CO.
 1053 COUNTY ROUTE 37
 NEW HAMPTON, NY 10958
 (845) 374-5966

CONTROL NO.
S89690

SOLD TO

179093

TAM ENTERPRISES INC.
 114 HARTLEY ROAD
 GOSHEN NY 10924

S&G DELIVERED
 3RD ST AND CARPENTER
 NEWBURGH, NY

ARRIVE
 JOB

LEAVE
 JOB POW 10497

CUSTOMER P.O.	CUSTOMER I.D.	CASH	CHARGE	C.O.D.	TRUCK	DRIVER	TICKET DATE	TICKET NO.
	26010		XX		167		10/11/22	179093
PRODUCT ID NO	QUANTITY	DESCRIPTION				UNIT PRICE	DISCOUNT	NET AMOUNT
200305	22.89	S&G (MM) - ITEM#4 BLUESTONE TON						
FUEL96	1.00	FUEL SURC S&G						
100351	1.00	DELIVERY CHARGE TON						

NO RETURNS OF ANY KIND

CUSTOMER

INVOICE
 TOTAL

THANK YOU!
 All accounts are due and payable 30 days from delivery date. 1 1/2% per month (18% per annum) service charge on all accounts over 30 days.

I EXPRESSLY STATE THAT I HAVE THE AUTHORITY TO ACCEPT THIS ORDER AND THE TERMS, CONDITIONS AND CONTINGENCIES THEREOF STATED ON THE REVERSE SIDE OF THIS ORDER.

THIS ORDER IS RECEIVED IN GOOD ORDER BY

From - NEWBURGH WINWATER WORKS CO
653 RT 52 EAST
PO BOX 353
WALDEN, NY 12586-0353
To Reorder Dial: 845-778-3312
Fax: 845-778-3830

Sold To - TAM ENTERPRISES INC
114 HARTLEY RD
GOSHEN, NY 10924-6511
845-294-8882
Ship To - TAM ENTERPRISES INC
DOWNING PARK
3RD AND CARPENTER
NEWBURGH, NY 12552

PACKING LIST

DNAVAR
Date - 10/11/22
Page - 1
Time - 8:46:25
Customer No. - 002156
Order No. - 194398-01

***** WINTER HOURS STARTING 12/1/20 7:00 AM TILL 4:30 PM *****

Date Shipped - 10/11/22
Filled By -
Ship Via -
Freight - .00
Date Ordered - 10/11/22
Ordered By - PHIL
Salesman # - 010
Taken By - DNAVARRO
Date Requested - 10/11/22
Cust. Order # - 10513
Job Name - DOWNING PARK
Date Printed - 10/11/22

Original	In	Line	Bin	Extended Fr	No. of
Order	Shipped	On B/O	Hold UM	Description/Stock Number	No. Location

1 1
EA 315WTK 12.5'X360' WOVEN FABRIC 1.0
0674WTK315
END OF PACKING LIST

T&C: You agree that the sale of these products/services is subject to all of our standard terms and conditions of sale located at www.winsupplyinc.com/tcsale

Customer Signature: _____ ** MATERIAL RECEIVED IN GOOD CONDITION **

Cost \$830

114 Hartley Road
Goshen NY 10924



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

Quote

Customer City of Newburgh
83 Broadway 4th Floor- Accts Payable
Newburgh NY 12550

Date Estimate #
10/26/2022 3806

PO #:

Description	Unit	Quantity	Rate	Amount
T&M Work - 10.12.22- Compact & Grade Filled Areas 9W				
VE Sub LABOR-				
Oper- Nick Pres (VE sub)	Hourly	3.50	111.360	389.76
Oper- Nick Bruno (VE sub)	Hourly	3.50	111.360	389.76
EQUIPMENT				
Grader (VE sub)	Hourly	3.50	55.000	192.50
S Ton Roller (VE sub)	Hourly	3.50	40.000	140.00
VE OVERHEAD & PROFIT 5%	LS	1.00	55.601	55.60
TAM LABOR-				
Laborer- Willie Z	Hourly	3.50	93.190	326.17
Oper - Joe K.	Hourly	1.00	111.360	111.36
EQUIPMENT				
Cat Loader	Hourly	1.00	55.000	55.00
TAM OVERHEAD & PROFIT 15%	LS	1.00	73.880	73.88

Customer Signature _____

Accepted By : _____

Subtotal	\$1,734.03
Sales Tax:	0.00
Quote Total	\$1,734.03

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

www.tamenterprises.com

Service Quote
Continued...

Invoice#: 3806
Date: 10/26/2022

Description	Unit	Quantity	Rate	Amount
Notes				



Manpower & Equipment		Regular Time Hourly Rate	Regular Time 4 Hr Min	Regular Time 8 Hr Day	OVERTIME Hourly Rate	OVERTIME 4 Hr Min
VacCon (\$110.00/hr)	w/ Op.	\$250.00	\$1,000.00	\$2,000.00	\$320.00	\$1,280.00
	w/ Op. & Lab.	\$375.00	\$1,500.00	\$3,000.00	\$507.50	\$2,030.00
HvdroExcavator (\$175.00/hr)	w/ Op.	\$315.00	\$1,260.00	\$2,520.00	\$385.00	\$1,540.00
	w/ Op. & Lab.	\$440.00	\$1,760.00	\$3,520.00	\$572.00	\$2,288.00
Mechanic/Tool Truck (\$120.00/hr)	w/ Op.	\$255.00	\$1,020.00	\$2,040.00	\$322.50	\$1,290.00
	w/ Op. & Lab.	\$380.00	\$1,520.00	\$3,040.00	\$510.00	\$2,040.00
Camera/TV Truck (\$90.00/hr)	w/ Op.	\$230.00	\$920.00	\$1,840.00	\$300.00	\$1,200.00
	w/ Op. & Lab.	\$355.00	\$1,420.00	\$2,840.00	\$475.00	\$1,900.00
Backhoe (\$50.00/hr)	w/ Operator	\$190.00	\$760.00	\$1,520.00	\$260.00	\$1,040.00
Loader (\$55.00/hr)	w/ Operator	\$195.00	\$780.00	\$1,560.00	\$265.00	\$1,060.00
SkidSteer (\$45.00/hr)	w/ Operator	\$185.00	\$740.00	\$1,480.00	\$255.00	\$1,020.00
Mini Exc. - Bobcat 60 85 (\$55.00/hr)	w/ Operator	\$195.00	\$780.00	\$1,560.00	\$265.00	\$1,060.00
Excavator- CAT315 (\$65.00/hr)	w/ Operator	\$205.00	\$820.00	\$1,640.00	\$275.00	\$1,100.00
Excavator- PC200 (\$90.00/hr)	w/ Operator	\$230.00	\$920.00	\$1,840.00	\$300.00	\$1,200.00
Excavator- CAT335 (\$155.00/hr)	w/ Operator	\$340.00	\$1,360.00	\$2,720.00	\$432.50	\$1,730.00
Excavator - CAT321 w/ Bucket (\$130/hr)	w/ Operator	\$270.00	\$1,080.00	\$2,160.00	\$340.00	\$1,360.00
Excavator - CAT321 w/ Hammer (\$205/hr)	w/ Operator	\$345.00	\$1,380.00	\$2,760.00	\$415.00	\$1,660.00
Excavator - CAT321 w/ Sheet Pounder (\$220/hr)	w/ Operator	\$360.00	\$1,440.00	\$2,880.00	\$430.00	\$1,720.00
Bulldozer- CAT D 5 JD 650 (\$55.00/hr)	w/ Operator		\$780.00	\$1,560.00	\$265.00	\$1,060.00
Single Axle- Dump Truck (Non P Rate)	w/ Driver		\$380.00	\$760.00	\$142.50	\$570.00
TriAxle- Dump Truck (P Rate) 60.00	w/ Driver	\$150.00	\$600.00	\$1,200.00	\$225.00	\$900.00
TriAxle- Dump Truck (Non P Rate)	w/ Driver	\$105.00	\$420.00	\$840.00	\$157.50	\$630.00
Roll Off Truck (P rate)	w/ Driver	\$145.00	\$580.00	\$1,160.00	\$217.50	\$870.00
Roll Off Truck (Non P Rate)	w/ Driver	\$105.00	\$420.00	\$840.00	\$157.50	\$630.00
Off Road- Dump Truck	w/ Operator	\$62.00	\$240.00	\$480.00	\$90.00	\$360.00
Hino	w/ Driver	\$80.00	\$340.00	\$680.00	\$100.00	\$400.00
Low Boy	w/ Driver	\$175.00	\$700.00	\$1,400.00	\$235.00	\$940.00
Tanker Truck (\$55.00/hr)	w/ Operator	\$195.00	\$780.00	\$1,560.00	\$265.00	\$1,060.00
Sweeper (\$50.00/hr)	w/ Operator	\$190.00	\$760.00	\$1,520.00	\$240.00	\$960.00
Paving Roller (\$40 / hour)	w/ Operator	\$180.00	\$720.00	\$1,440.00	\$250.00	\$900.00
Paver (\$50/ hour)	w/ Operator	\$190.00	\$760.00	\$1,520.00		\$1,040.00
Lull (\$50 / hour)	w/ Operator	\$190.00	\$760.00	\$1,520.00	\$260.00	\$1,040.00
Manlift (\$50/ hour)	w/ Operator	\$190.00	\$760.00	\$1,520.00	\$260.00	\$1,040.00
Dirt Roller (\$50 / hour)	w/ Operator	\$180.00	\$720.00	\$1,440.00	\$250.00	\$1,000.00
Control Specialist		\$155.00	\$620.00	\$1,240.00	\$232.50	\$930.00
Mechanic		\$135.00	\$540.00	\$1,080.00	\$202.50	\$810.00
Operator		\$140.00	\$560.00	\$1,120.00	\$210.00	\$840.00
Laborer		\$125.00	\$500.00	\$1,000.00	\$187.50	\$750.00
Electrician		\$130.00	\$520.00	\$1,040.00	\$195.00	\$780.00
Welder		\$130.00	\$520.00	\$1,040.00	\$195.00	\$780.00
Foreman		\$135.00	\$540.00	\$1,080.00	\$202.50	\$810.00
Supervisor		\$155.00	\$620.00	\$1,240.00		
Carpenter		\$135.00	\$540.00	\$1,080.00	\$202.50	\$810.00
PickUp Truck w/Fuel Tank		\$40.00	\$160.00	\$320.00	\$40.00	\$160.00
Root Cutter		\$110.00	\$440.00	\$880.00	\$110.00	\$440.00
Diesel Fuel		\$5.00	per gallon			
SERVICE CALLS		Residential	OT	Commercial	OT	
Snake Line		\$300.00	\$450.00	\$400.00	\$550.00	
Jem Jet		\$350.00	\$550.00	\$500.00	\$850.00	
Push Camera		\$300.00	\$450.00	\$400.00	\$550.00	
		\$125/hr after 1st hr				
		DISPOSAL FEE S				
Sludge				\$.19/gallon + tanker		
Grease				\$.75/gallon + tanker		
Oily Water				\$1.25/ga on + tanker		
Dry Sludge/Grit				\$275.00/ton + roll off/tractor trailer		
Construction Debris				\$150.00/ton + roll off		
		DAY RATES				
Dumpster		\$44 + delivery & pickup				
Frac Tank		\$60 + delivery & pickup				
Light Tower				\$175		
Confined Space Entry Trailer				\$275		
Shoring Box				\$500		
Xtra Hose & Laborer				\$1,100		
Road Plate				\$150		
		WEEKLY RATES				
Storage Box				\$110		
Generator/Pump				2750 + Setup		

* 4-Hour Minimum

** 4+ hrs= Full Day

LABOR RATE WORKSHEET

[illegible]

LABOR RATE WORKSHEET

Project No.

Contractor Name: _____		County: <u>Orange</u>	Date: _____
Address: _____			
Telephone Number: _____		Eff. Dates: _____ to _____	Field order # _____
			Change order # _____
LABOR RATE BREAKDOWN (For T&M only. Use a separate worksheet for each employee.)			
(T&M Only) Item No.: _____	Notes _____	Trade: <u>Operator-A</u>	
(T&M Only) Employee Name: _____	_____	Union Local No.: <u>825</u>	
(T&M Only) Social Security No.: _____	_____	REGULAR BASE RATE	PREMIUM TIME BASE RATE
_____	_____		Multiplier
_____	_____		1.5 1.5

A. WAGE RATE PER HOUR

		*	% per hour	\$ per hour				
BENEFITS (* Identifies benefits paid directly to the Employee.)								
Vacation and Holiday				\$3.00 \$3.00			\$4.50 \$4.50	
Health and Welfare				\$16.00 \$16.00			\$24.00 \$24.00	
Pension				\$6.50 \$6.50			\$9.75 \$9.75	
Annuity				\$6.00 \$6.00			\$9.00 \$9.00	
Education / Apprentices Training				\$1.75 \$1.75			\$2.62 \$2.62	
Supplemental Unemployment				\$1.00 \$1.00			\$1.50 \$1.50	
Security Fund								
Industry Fund				\$0.15 \$0.15			\$0.23 \$0.23	
Labor Management				\$2.25 \$2.25			\$3.38 \$3.38	
B. TOTAL BENEFITS PER HOUR				\$36.65 \$36.65			\$54.98 \$54.98	

PAYROLL TAXES AND INSURANCE

F.I.C.A. / Social Security (up to the maximum required by law)	6.20 %	6.20	\$5.32	\$5.32
Medicare	1.45 %	1.45	\$1.24	\$1.24
Federal Unemployment (up to a maximum of \$55.00 per employee per year)	6.00 %	6.00	\$5.15	\$5.15
State Unemployment (up to 1st \$8,500 of base salary paid per employee per year)	2.53 %	2.53	\$2.17	\$2.17
Workers' Compensation Code is required: 8306 OGS 8308	14.05 %	14.05	\$8.04	\$8.04
Disability WC Classification: Sewer Constructi	0.34 %	0.34	\$0.29	\$0.29
Other	%			

C. TOTAL TAXES AND INSURANCE PER HOUR

☐ All benefits are paid directly to	Plan Time	\$85.83	\$85.83		30.57	%			
☐ Only benefits identified by * are paid directly to Employee.	Reg Rate	\$57.22	\$57.22	x	30.57	%	=	\$17.49	\$17.49
								\$22.22	\$22.22
D. TOTAL LABOR RATE							(A + B + C) =	\$111.36	\$111.36
								\$163.03	\$163.03

114 Hartley Road
Goshen NY 10924



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

Quote

Customer City of Newburgh
83 Broadway 4th Floor- Accts Payable
Newburgh NY 12550

Date Estimate #
10/26/2022 3807

PO #:

Description	Unit	Quantity	Rate	Amount
T&M Work 10.13.22- Add Driveway Ramps- 9W				
Foreman- Dale L.	Hourly	4.00	111.360	445.44
Oper - Steve L	Hourly	4.00	111.360	445.44
Laborer- Willie Z.	Hourly	4.00	93.190	372.76
MATERIALS				
Asphalt	TON	3.10	80.000	248.00
EQUIPMENT				
Kubota 80 Excavator	Hourly	4.00	55.000	220.00
Dump Truck	Hourly	4.00	60.000	240.00
TAM OVERHEAD & PROFIT 15%	LS	1.00	295.746	295.75

Notes

Customer Signature _____

Accepted By : _____

Subtotal	\$2,267.39
Sales Tax:	0.00
Quote Total	\$2,267.39

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

www.tamenterprises.com



Manpower & Equipment		Regular Time	Regular Time	Regular Time	OVERTIME	OVERTIME
		Hourly Rate	4 Hr Min	8 Hr Day	Hourly Rate	4 Hr Min
VacCon (\$110.00/hr)	w/ Op.	\$250.00	\$1,000.00	\$2,000.00	\$320.00	\$1,280.00
	w/ Op. & Lab.	\$375.00	\$1,500.00	\$3,000.00	\$507.50	\$2,030.00
HvdroExcavator (\$175.00/hr)	w/ Op.	\$315.00	\$1,260.00	\$2,520.00	\$385.00	\$1,540.00
	w/ Op. & Lab.	\$440.00	\$1,760.00	\$3,520.00	\$572.50	\$2,290.00
Mechanic/Tool Truck (\$120.00/hr)	w/ Op.	\$255.00	\$1,020.00	\$2,040.00	\$322.50	\$1,290.00
	w/ Op. & Lab.	\$380.00	\$1,520.00	\$3,040.00	\$510.00	\$2,040.00
Camera/TV Truck (\$90.00/hr)	w/ Op.	\$230.00	\$920.00	\$1,840.00	\$300.00	\$1,200.00
	w/ Op. & Lab.	\$355.00	\$1,420.00	\$2,840.00	\$472.50	\$1,890.00
Backhoe (\$50.00/hr)	w/ Operator	\$190.00	\$760.00	\$1,520.00	\$260.00	\$1,040.00
Loader (\$55.00/hr)	w/ Operator	\$195.00	\$780.00	\$1,560.00	\$265.00	\$1,060.00
SkidSteer (\$45.00/hr)	w/ Operator	\$185.00	\$740.00	\$1,480.00	\$255.00	\$1,020.00
Mini Exc.- Bobcat 60 85 (\$55.00/hr)	w/ Operator	\$195.00	\$780.00	\$1,560.00	\$265.00	\$1,060.00
Excavator- CAT315 (\$65.00/hr)	w/ Operator	\$205.00	\$820.00	\$1,640.00	\$275.00	\$1,100.00
Excavator- PC200 (\$90.00/hr)	w/ Operator	\$230.00	\$920.00	\$1,840.00	\$300.00	\$1,200.00
Excavator- CAT335 (\$155.00/hr)	w/ Operator	\$340.00	\$1,360.00	\$2,720.00	\$432.50	\$1,730.00
Excavator - CAT321 w/ Bucket (\$130/hr)	w/ Operator	\$270.00	\$1,080.00	\$2,160.00	\$340.00	\$1,360.00
Excavator - CAT321 w/ Hammer (\$205/hr)	w/ Operator	\$345.00	\$1,380.00	\$2,760.00	\$415.00	\$1,660.00
Excavator - CAT321 w/ Sheet Pounder (\$220/hr)	w/ Operator	\$360.00	\$1,440.00	\$2,880.00	\$430.00	\$1,720.00
Bulldozer- CAT D 5 JD 650 (\$55.00/hr)	w/ Operator	\$220.00	\$880.00	\$1,760.00	\$285.00	\$1,140.00
Single Axle- Dump Truck (Non P Rate)	w/ Driver	\$145.00	\$580.00	\$1,160.00	\$217.50	\$870.00
TriAxle- Dump Truck (P Rate) 60.00	w/ Driver	\$105.00	\$420.00	\$840.00	\$157.50	\$630.00
TriAxle- Dump Truck (Non P Rate)	w/ Driver	\$145.00	\$580.00	\$1,160.00	\$217.50	\$870.00
Roll Off Truck (P rate)	w/ Driver	\$105.00	\$420.00	\$840.00	\$157.50	\$630.00
Roll Off Truck (Non P Rate)	w/ Driver	\$145.00	\$580.00	\$1,160.00	\$217.50	\$870.00
Off Road- Dump Truck	w/ Operator	\$62.00	\$248.00	\$496.00	\$90.00	\$360.00
Hino	w/ Driver	\$85.00	\$340.00	\$680.00	\$100.00	\$400.00
Low Boy	w/ Driver	\$175.00	\$700.00	\$1,400.00	\$235.00	\$940.00
Tanker Truck (\$55.00/hr)	w/ Operator	\$195.00	\$780.00	\$1,560.00	\$265.00	\$1,060.00
Sweeper (\$50.00/hr)	w/ Operator	\$190.00	\$760.00	\$1,520.00	\$240.00	\$960.00
Paving Roller (\$40 / hour)	w/ Operator	\$180.00	\$720.00	\$1,440.00	\$250.00	\$900.00
Paver (\$50/ hour)	w/ Operator	\$190.00	\$760.00	\$1,520.00	\$240.00	\$960.00
Lull (\$50 / hour)	w/ Operator	\$190.00	\$760.00	\$1,520.00	\$260.00	\$1,040.00
Manlift (\$50/ hour)	w/ Operator	\$190.00	\$760.00	\$1,520.00	\$260.00	\$1,040.00
Dirt Roller (\$50 / hour)	w/ Operator	\$180.00	\$720.00	\$1,440.00	\$250.00	\$900.00
Control Specialist		\$155.00	\$620.00	\$1,240.00	\$232.50	\$930.00
Mechanic		\$135.00	\$540.00	\$1,080.00	\$202.50	\$810.00
Operator		\$140.00	\$560.00	\$1,120.00	\$210.00	\$840.00
Laborer		\$125.00	\$500.00	\$1,000.00	\$187.50	\$750.00
Electrician		\$130.00	\$520.00	\$1,040.00	\$195.00	\$780.00
Welder		\$130.00	\$520.00	\$1,040.00	\$195.00	\$780.00
Foreman		\$135.00	\$540.00	\$1,080.00	\$202.50	\$810.00
Supervisor		\$155.00	\$620.00	\$1,240.00	\$232.50	\$930.00
Carpenter		\$135.00	\$540.00	\$1,080.00	\$202.50	\$810.00
PickUp Truck w/Fuel Tank		\$40.00	\$160.00	\$320.00	\$40.00	\$160.00
Root Cutter		\$110.00	\$440.00	\$880.00	\$110.00	\$440.00
Diesel Fuel		\$5.00	per gallon			
SERVICE CALLS		Residential	OT	Commercial	OT	
Snake Line		\$300.00	\$450.00	\$400.00	\$550.00	
Jem Jet		\$350.00	\$550.00	\$500.00	\$850.00	
Push Camera		\$300.00	\$450.00	\$400.00	\$550.00	
		\$125/hr after 1st hr				
		DISPOSAL FEE S				
Sludge				\$.19/gallon + tanker		
Grease				\$.75/gallon + tanker		
Oily Water				\$1.25/ga on + tanker		
Dry Sludge/Grit				\$275.00/ton + roll off/tractor trailer		
Construction Debris				\$150.00/ton + roll off		
		DAY RATES				
Dumpster		\$44 + delivery & pickup				
Frac Tank		\$60 + delivery & pickup				
Light Tower				\$175		
Confined Space Entry Trailer				\$275		
Shoring Box				\$500		
Xtra Hose & Laborer				\$1,100		
Road Plate				\$150		
		WEEKLY RATES				
Storage Box				\$110		
Generator/Pump				2750 + Setup		

* 4-Hour Minimum

** 4+ hrs= Full Day

Remit To:

130 Crotty Road
 Middletown, NY 10941
 Office (845)692-4486 Fax (845)692-6838
 Ready Mix Concrete, Sand & Gravel



Plant Location:

63 Cemetery Road
 Middletown, NY 10940
 (845)344-4486

INVOICE	PAGE
48223	Page 1

SOLD TAM ENTERPRISES, INC.
 TO: D/B/A A PLUS MECHANICAL
 114 HARTLEY ROAD
 GOSHEN NY 10924

CUSTOMER NUMBER	DATE
TAM10	10/13/22

SHIP
 TO:

Customer PO	Job ID	Terms
	TAM	Net 30 Days

Ticket#	Date	Item Number	Description	U/M	Qty	Unit Price	Total
226060	10/13/22	1104R5D	TYPE 6F2 B	TN	10.11	80.00	808.80
226095	10/13/22	1104R5D	TYPE 6F2 B	TN	3.10	80.00	248.00
***** PRODUCT SUMMARY *****							
PRODUCT		QUANTITY U/M					
TYPE 6F2 B		13.21 TN					

EFFECTIVE JANUARY 1, 2022
 WE WILL IMPOSE A SURCHARGE OF 3.5% ON THE
 TRANSACTION AMOUNT WHEN PAYING WITH A CREDIT
 CARD. WE DO NOT SURCHARGE DEBIT CARDS.

Sub-Total 1056.80
 Sales Tax- OR 85.87
Invoice Total 1142.67

114 Hartley Road
Goshen NY 10924



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

Quote

Customer City of Newburgh
83 Broadway 4th Floor- Accts Payable
Newburgh NY 12550

Date Estimate #
11/07/2022 3875

PO #:

Description	Unit	Quantity	Rate	Amount
TM Work 10/27/22- Removal of Unsuitable Material				
Teamster - Adam H.	Hourly	8.00	87.440	699.52
Teamster - Adam H.	Hourly	0.50	128.440	64.22
EQUIPMENT				
Tri-Axle Dump Truck	Hourly	8.50	60.000	510.00
TAM OVERHEAD & PROFIT 15%	LS	1.00	191.061	191.06

Notes

Customer Signature _____

Accepted By : _____

Subtotal	\$1,464.80
Sales Tax:	0.00
Quote Total	\$1,464.80

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

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Manpower & Equipment		Regular Time	Regular Time	Regular Time	OVERTIME	OVERTIME
		Hourly Rate	4 Hr Min	8 Hr Day	Hourly Rate	4 Hr Min
VacCon (\$110.00/hr)	w/ Op.	\$250.00	\$1,000.00	\$2,000.00	\$320.00	\$1,280.00
	w/ Op. & Lab.	\$375.00	\$1,500.00	\$3,000.00	\$507.50	\$2,030.00
HvdroExcavator (\$175.00/hr)	w/ Op.	\$315.00	\$1,260.00	\$2,520.00	\$385.00	\$1,540.00
	w/ Op. & Lab.	\$440.00	\$1,760.00	\$3,520.00	\$572.00	\$2,288.00
Mechanic/Tool Truck (\$120.00/hr)	w/ Op.	\$255.00	\$1,020.00	\$2,040.00	\$322.50	\$1,290.00
	w/ Op. & Lab.	\$380.00	\$1,520.00	\$3,040.00	\$510.00	\$2,040.00
Camera/TV Truck (\$90.00/hr)	w/ Op.	\$230.00	\$920.00	\$1,840.00	\$300.00	\$1,200.00
	w/ Op. & Lab.	\$355.00	\$1,420.00	\$2,840.00	\$475.00	\$1,900.00
Backhoe (\$50.00/hr)	w/ Operator	\$190.00	\$760.00	\$1,520.00	\$260.00	\$1,040.00
Loader (\$55.00/hr)	w/ Operator	\$195.00	\$780.00	\$1,560.00	\$265.00	\$1,060.00
SkidSteer (\$45.00/hr)	w/ Operator	\$185.00	\$740.00	\$1,480.00	\$255.00	\$1,020.00
Mini Exc. - Bobcat 60 85 (\$55.00/hr)	w/ Operator	\$195.00	\$780.00	\$1,560.00	\$265.00	\$1,060.00
Excavator- CAT315 (\$65.00/hr)	w/ Operator	\$205.00	\$820.00	\$1,640.00	\$275.00	\$1,100.00
Excavator- PC200 (\$90.00/hr)	w/ Operator	\$230.00	\$920.00	\$1,840.00	\$300.00	\$1,200.00
Excavator- CAT335 (\$155.00/hr)	w/ Operator	\$340.00	\$1,360.00	\$2,720.00	\$432.50	\$1,730.00
Excavator - CAT321 w/ Bucket (\$130/hr)	w/ Operator	\$270.00	\$1,080.00	\$2,160.00	\$340.00	\$1,360.00
Excavator - CAT321 w/ Hammer (\$205/hr)	w/ Operator	\$345.00	\$1,380.00	\$2,760.00	\$415.00	\$1,660.00
Excavator - CAT321 w/ Sheet Pounder (\$220/hr)	w/ Operator	\$360.00	\$1,440.00	\$2,880.00	\$430.00	\$1,720.00
Bulldozer- CAT D 5 JD 650 (\$55.00/hr)	w/ Operator	\$220.00	\$880.00	\$1,760.00	\$285.00	\$1,140.00
Single Axle- Dump Truck (Non P Rate)	w/ Driver	\$145.00	\$580.00	\$1,160.00	\$217.50	\$870.00
TriAxle- Dump Truck (P Rate) 60.00	w/ Driver	\$150.00	\$600.00	\$1,200.00	\$225.00	\$900.00
TriAxle- Dump Truck (Non P Rate)	w/ Driver	\$105.00	\$420.00	\$840.00	\$157.50	\$630.00
Roll Off Truck (P rate)	w/ Driver	\$145.00	\$580.00	\$1,160.00	\$217.50	\$870.00
Roll Off Truck (Non P Rate)	w/ Driver	\$105.00	\$420.00	\$840.00	\$157.50	\$630.00
Off Road- Dump Truck	w/ Operator	\$62.00	\$248.00	\$496.00	\$90.00	\$360.00
Hino	w/ Driver	\$80.00	\$320.00	\$640.00	\$100.00	\$400.00
Low Boy	w/ Driver	\$175.00	\$700.00	\$1,400.00	\$235.00	\$940.00
Tanker Truck (\$55.00/hr)	w/ Operator	\$195.00	\$780.00	\$1,560.00	\$265.00	\$1,060.00
Sweeper (\$50.00/hr)	w/ Operator	\$190.00	\$760.00	\$1,520.00	\$240.00	\$960.00
Paving Roller (\$40 / hour)	w/ Operator	\$180.00	\$720.00	\$1,440.00	\$250.00	\$900.00
Paver (\$50/ hour)	w/ Operator	\$190.00	\$760.00	\$1,520.00	\$240.00	\$960.00
Lull (\$50 / hour)	w/ Operator	\$190.00	\$760.00	\$1,520.00	\$260.00	\$1,040.00
Manlift (\$50/ hour)	w/ Operator	\$190.00	\$760.00	\$1,520.00	\$260.00	\$1,040.00
Dirt Roller (\$50 / hour)	w/ Operator	\$180.00	\$720.00	\$1,440.00	\$250.00	\$900.00
Control Specialist		\$155.00	\$620.00	\$1,240.00	\$232.50	\$930.00
Mechanic		\$135.00	\$540.00	\$1,080.00	\$202.50	\$810.00
Operator		\$140.00	\$560.00	\$1,120.00	\$210.00	\$840.00
Laborer		\$125.00	\$500.00	\$1,000.00	\$187.50	\$750.00
Electrician		\$130.00	\$520.00	\$1,040.00	\$195.00	\$780.00
Welder		\$130.00	\$520.00	\$1,040.00	\$195.00	\$780.00
Foreman		\$135.00	\$540.00	\$1,080.00	\$202.50	\$810.00
Supervisor		\$155.00	\$620.00	\$1,240.00	\$232.50	\$930.00
Carpenter		\$135.00	\$540.00	\$1,080.00	\$202.50	\$810.00
PickUp Truck w/Fuel Tank		\$40.00	\$160.00	\$320.00	\$40.00	\$160.00
Root Cutter		\$110.00	\$440.00	\$880.00	\$110.00	\$440.00
Diesel Fuel		\$5.00	per gallon			
SERVICE CALLS		Residential	OT	Commercial	OT	
Snake Line		\$300.00	\$450.00	\$400.00	\$550.00	
Jem Jet		\$350.00	\$550.00	\$500.00	\$850.00	
Push Camera		\$300.00	\$450.00	\$400.00	\$550.00	
		\$125/hr after 1st hr				
		DISPOSAL FEE S				
Sludge				\$.19/gallon + tanker		
Grease				\$.75/gallon + tanker		
Oily Water				\$1.25/ga on + tanker		
Dry Sludge/Grit				\$275.00/ton + roll off/tractor trailer		
Construction Debris				\$150.00/ton + roll off		
		DAY RATES				
Dumpster		\$44 + delivery & pickup				
Frac Tank		\$60 + delivery & pickup				
Light Tower		\$175				
Confined Space Entry Trailer		\$275				
Shoring Box		\$500				
Xtra Hose & Laborer		\$1,100				
Road Plate		\$150				
		WEEKLY RATES				
Storage Box		\$110				
Generator/Pump		2750 + Setup				

* 4-Hour Minimum

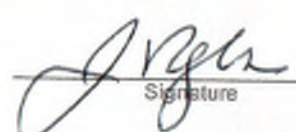
** 4+ hrs= Full Day

DAILY RECORD OF WORK PERFORMED, NOT INCLUDED IN CONTRACT

Contract No:		Contractor: <i>TAM ENTERPRISE</i>		Item Number:		Work Description: <i>REF. BELOW</i>		Date: <i>10/27/22</i>					
LABOR					MATERIALS				EQUIPMENT				
ID	Last Name, First Name	Trade & Group	Hours			Description	Units	Qty	Stock (Y/N)	ID	Description	Hours	
			Regular	Prem	Total							In Use	Standby
1	<i>Hassle, Adam</i>		<i>8</i>	<i>.5</i>							<i>Triaxle Dump Truck</i>	<i>8.5</i>	
2													
3													
4													
5													
6													
7													
8													
9													
10													
11													
12													
13													
14													
15													
16													

STATEMENT OF WORK ACCOMPLISHED:
Removal of unsuitable material removed from 3rd St 54 bgrade

CERTIFICATION :- I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size, that material taken from stock as shown above is charged at fair market value, and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day.

P.J. C. Neidermeyer  *11-4-22* *DIM REZBA*  *11/4/22*

Printed Name Signature Date Printed Name Signature Date

Contractor

TAM Enterprises, Inc.

114 Hartley Road
Goshen, NY 10924
(845) 294-8882

ADAM

CUSTOMER'S ORDER NO.		PHONE		DATE 10/27/22	
NAME					
ADDRESS					
NEWBURGH					
DOWNING					
PARK					
SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	PAID OUT
					7A-330P
QTY.	DESCRIPTION			PRICE	AMOUNT
	SELF LOADED				
	TRIAXLE TO				
	EXPORT				
	(3) LOADS				
				TAX	
RECEIVED BY				TOTAL	

13454

Thank You!

114 Hartley Road
Goshen NY 10924



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

Quote

Customer City of Newburgh
83 Broadway 4th Floor- Accts Payable
Newburgh NY 12550

Date Estimate #
11/07/2022 3877

PO #:

Description	Unit	Quantity	Rate	Amount
T&M Work 10.28.22 -Removal of Unsuitable Material frm 3rd St Subgrade				
Teamster- Adam H.	Hourly	8.00	87.440	699.52
Teamster- Adam H.	Hourly	0.50	128.440	64.22
EQUIPMENT				
Tri-Axle Dump Truck	Hourly	8.50	60.000	510.00
TAM OVERHEAD & PROFIT 15%	LS	1.00	191.061	191.06

Notes

Customer Signature _____

Accepted By : _____

Subtotal	\$1,464.80
Sales Tax:	0.00
Quote Total	\$1,464.80

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

www.tamenterprises.com



Office of General Services

Design and Construction
AN ISO 9001:2008 CERTIFIED ORGANIZATION
Division of Cost Management, 39th Floor, Coming Tower
The Governor Nelson A. Rockefeller Empire State Plaza
Albany, New York 12242
Phone: (518) 473-6940

LABOR RATE WORKSHEET

Project No. _____

Contractor Name: _____	County: <u>Orange</u>	Date: _____
Address: _____		
Telephone Number: _____	Eff. Dates _____ to _____	Field order # _____ Change order # _____

LABOR RATE BREAKDOWN (For T&M only. Use a separate worksheet for each employee.)

{T&M Only} Item No.: _____	Notes _____	Trade: <u>Teamster-Group 4</u>
{T&M Only} Employee Name: _____		Union Local No.: <u>825</u>
{T&M Only} Social Security No.: _____		REGULAR BASE RATE _____ PREMIUM TIME BASE RATE _____ Multiplier 1.5 1.5

A. WAGE RATE PER HOUR

\$33.39 \$33.39 \$50.09 \$50.09

BENEFITS (* Identifies benefits paid directly to the Employee.)	*	% per hour	\$ per hour		
Vacation and Holiday			\$3.00 \$3.00		\$4.50 \$4.50
Health and Welfare			\$16.00 \$16.00		\$24.00 \$24.00
Pension			\$6.50 \$6.50		\$9.75 \$9.75
Annuity			\$6.00 \$6.00		\$9.00 \$9.00
Education / Apprentice Training			\$1.75 \$1.75		\$2.62 \$2.62
Supplemental Unemployment			\$1.00 \$1.00		\$1.50 \$1.50
Security Fund					
Industry Fund			\$0.15 \$0.15		\$0.23 \$0.23
Labor Management			\$2.25 \$2.25		\$3.38 \$3.38
Diff. in Benefits pay to Empl.	*	*	\$5.51 \$5.51		\$8.27 \$8.27

B. TOTAL BENEFITS PER HOUR

\$42.16 \$42.16 \$42.16 \$42.16 \$63.25 \$63.25

PAYROLL TAXES AND INSURANCE

F.I.C.A. / Social Security (up to the maximum required by law)	6.20 %	6.20	\$3.62 \$3.62
Medicare	1.45 %	1.45	\$0.85 \$0.85
Federal Unemployment (up to a maximum of \$56.00 per employee per year)	6.00 %	6.00	\$3.50 \$3.50
State Unemployment (up to 1st \$8,500 of base salary paid per employee per year)	2.53 %	2.53	\$1.48 \$1.48
Workers' Compensation Code is required: <u>6306 OGS 6306</u>	14.05 %	14.05	\$5.47 \$5.47
Disability WC Classification: <u>Sewer Constructi</u>	0.34 %	0.34	\$0.20 \$0.20
Other _____	%		

C. TOTAL TAXES AND INSURANCE PER HOUR

☐ All benefits are paid directly to _____	Prem Time <u>\$58.36 \$58.36</u>	30.57 %
☒ Only benefits identified by * are paid directly to Employee.	Reg Rate <u>\$38.90 \$38.90</u>	x 30.57 % = \$11.89 \$11.89 \$15.11 \$15.11

D. TOTAL LABOR RATE

(A + B + C) = \$87.44 \$87.44 \$128.44 \$128.44



Manpower & Equipment		Regular Time Hourly Rate	Regular Time 4 Hr Min	Regular Time 8 Hr Day	OVERTIME Hourly Rate	OVERTIME 4 Hr Min
VacCon (\$110.00/hr)	w/ Op.	\$250.00	\$1,000.00	\$2,000.00	\$320.00	\$1,280.00
	w/ Op. & Lab.	\$375.00	\$1,500.00	\$3,000.00	\$507.50	\$2,030.00
HvdroExcavator (\$175.00/hr)	w/ Op.	\$315.00	\$1,260.00	\$2,520.00	\$385.00	\$1,540.00
	w/ Op. & Lab.	\$440.00	\$1,760.00	\$3,520.00	\$572.00	\$2,288.00
Mechanic/Tool Truck (\$120.00/hr)	w/ Op.	\$255.00	\$1,020.00	\$2,040.00	\$322.50	\$1,290.00
	w/ Op. & Lab.	\$380.00	\$1,520.00	\$3,040.00	\$490.00	\$1,960.00
Camera/TV Truck (\$90.00/hr)	w/ Op.	\$230.00	\$920.00	\$1,840.00	\$300.00	\$1,200.00
	w/ Op. & Lab.	\$355.00	\$1,420.00	\$2,840.00	\$475.00	\$1,900.00
Backhoe (\$50.00/hr)	w/ Operator	\$190.00	\$760.00	\$1,520.00	\$260.00	\$1,040.00
Loader (\$55.00/hr)	w/ Operator	\$195.00	\$780.00	\$1,560.00	\$265.00	\$1,060.00
SkidSteer (\$45.00/hr)	w/ Operator	\$185.00	\$740.00	\$1,480.00	\$255.00	\$1,020.00
Mini Exc. - Bobcat 60 85 (\$55.00/hr)	w/ Operator	\$195.00	\$780.00	\$1,560.00	\$265.00	\$1,060.00
Excavator- CAT315 (\$65.00/hr)	w/ Operator	\$205.00	\$820.00	\$1,640.00	\$275.00	\$1,100.00
Excavator- PC200 (\$90.00/hr)	w/ Operator	\$230.00	\$920.00	\$1,840.00	\$300.00	\$1,200.00
Excavator- CAT335 (\$155.00/hr)	w/ Operator	\$340.00	\$1,360.00	\$2,720.00	\$432.50	\$1,730.00
Excavator - CAT321 w/ Bucket (\$130/hr)	w/ Operator	\$270.00	\$1,080.00	\$2,160.00	\$340.00	\$1,360.00
Excavator - CAT321 w/ Hammer (\$205/hr)	w/ Operator	\$345.00	\$1,380.00	\$2,760.00	\$415.00	\$1,660.00
Excavator - CAT321 w/ Sheet Pounder (\$220/hr)	w/ Operator	\$360.00	\$1,440.00	\$2,880.00	\$430.00	\$1,720.00
Bulldozer- CAT D 5 JD 650 (\$55.00/hr)	w/ Operator	\$220.00	\$880.00	\$1,760.00	\$275.00	\$1,100.00
Single Axle- Dump Truck (Non P Rate)	w/ Driver	\$145.00	\$580.00	\$1,160.00	\$217.50	\$870.00
TriAxle- Dump Truck (P Rate) 60.00	w/ Driver	\$150.00	\$600.00	\$1,200.00	\$225.00	\$900.00
TriAxle- Dump Truck (Non P Rate)	w/ Driver	\$105.00	\$420.00	\$840.00	\$157.50	\$630.00
Roll Off Truck (P rate)	w/ Driver	\$145.00	\$580.00	\$1,160.00	\$217.50	\$870.00
Roll Off Truck (Non P Rate)	w/ Driver	\$105.00	\$420.00	\$840.00	\$157.50	\$630.00
Off Road- Dump Truck	w/ Operator	\$62.00	\$248.00	\$496.00	\$90.00	\$360.00
Hino	w/ Driver	\$80.00	\$320.00	\$640.00	\$100.00	\$400.00
Low Boy	w/ Driver	\$175.00	\$700.00	\$1,400.00	\$235.00	\$940.00
Tanker Truck (\$55.00/hr)	w/ Operator	\$195.00	\$780.00	\$1,560.00	\$265.00	\$1,060.00
Sweeper (\$50.00/hr)	w/ Operator	\$190.00	\$760.00	\$1,520.00	\$240.00	\$960.00
Paving Roller (\$40 / hour)	w/ Operator	\$180.00	\$720.00	\$1,440.00	\$250.00	\$900.00
Paver (\$50/ hour)	w/ Operator	\$190.00	\$760.00	\$1,520.00	\$240.00	\$960.00
Lull (\$50 / hour)	w/ Operator	\$190.00	\$760.00	\$1,520.00	\$260.00	\$1,040.00
Manlift (\$50/ hour)	w/ Operator	\$190.00	\$760.00	\$1,520.00	\$260.00	\$1,040.00
Dirt Roller (\$50 / hour)	w/ Operator	\$180.00	\$720.00	\$1,440.00	\$250.00	\$900.00
Control Specialist		\$155.00	\$620.00	\$1,240.00	\$232.50	\$930.00
Mechanic		\$135.00	\$540.00	\$1,080.00	\$202.50	\$810.00
Operator		\$140.00	\$560.00	\$1,120.00	\$210.00	\$840.00
Laborer		\$125.00	\$500.00	\$1,000.00	\$187.50	\$750.00
Electrician		\$130.00	\$520.00	\$1,040.00	\$195.00	\$780.00
Welder		\$130.00	\$520.00	\$1,040.00	\$195.00	\$780.00
Foreman		\$135.00	\$540.00	\$1,080.00	\$202.50	\$810.00
Supervisor		\$155.00	\$620.00	\$1,240.00	\$232.50	\$930.00
Carpenter		\$135.00	\$540.00	\$1,080.00	\$202.50	\$810.00
PickUp Truck w/Fuel Tank		\$40.00	\$160.00	\$320.00	\$40.00	\$160.00
Root Cutter		\$110.00	\$440.00	\$880.00	\$110.00	\$440.00
Diesel Fuel		\$5.00	per gallon			
SERVICE CALLS		Residential	OT	Commercial	OT	
Snake Line		\$300.00	\$450.00	\$400.00	\$550.00	
Jem Jet		\$350.00	\$550.00	\$500.00	\$850.00	
Push Camera		\$300.00	\$450.00	\$400.00	\$550.00	
		\$125/hr after 1st hr				
		DISPOSAL FEE S				
Sludge				\$.19/gallon + tanker		
Grease				\$.75/gallon + tanker		
Oily Water				\$1.25/ga on + tanker		
Dry Sludge/Grit				\$275.00/ton + roll off/tractor trailer		
Construction Debris				\$150.00/ton + roll off		
		DAY RATES				
Dumpster		\$44 + delivery & pickup				
Frac Tank		\$60 + delivery & pickup				
Light Tower		\$175				
Confined Space Entry Trailer		\$275				
Shoring Box		\$500				
Xtra Hose & Laborer		\$1,100				
Road Plate		\$150				
		WEEKLY RATES				
Storage Box		\$110				
Generator/Pump		2750 + Setup				

* 4-Hour Minimum

** 4+ hrs= Full Day

DAILY RECORD OF WORK PERFORMED, NOT INCLUDED IN CONTRACT

Contract No:		Contractor: <i>TAM ENTERPRISE</i>		Item Number:		Work Description: <i>REF. BELOW</i>		Date: <i>10-28-22</i>					
LABOR						MATERIALS			EQUIPMENT				
ID	Last Name, First Name	Trade & Group	Hours			Description	Units	Qty	Stock (Y/N)	ID	Description	Hours	
			Regular	Prem	Total							In Use	Sidby
1	<i>Hassle, Adam</i>		<i>8.0</i>	<i>0.5</i>							<i>Tri-axle dump truck</i>	<i>8.5</i>	
2													
3													
4													
5													
6													
7													
8													
9													
10													
11													
12													
13													
14													
15													
16													

STATEMENT OF WORK ACCOMPLISHED:

Removal of unsuitable material from 3rd St. subgrade

CERTIFICATION: - I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size, that material taken from stock as shown above is charged at fair market value, and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day.

M. C. Neidermiller *[Signature]* *11-4-22* *Jim Rezba* *[Signature]* *11/4/22*
 Printed Name Signature Date Printed Name Signature Date
 Contractor

TAM Enterprises, Inc.

114 Hartley Road
Goshen, NY 10924
(845) 294-8882

ADAM H.

CUSTOMER'S ORDER NO.		PHONE		DATE	
NAME		ADDRESS		10-28-22	
Dorsey Paul		NENBURGH			
7:00 - 3:30					
SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	PAID OUT
QTY.	DESCRIPTION			PRICE	AMOUNT
	4 Load - Export.				
	SELF LOADED				
	TRIAXLE TO EXPORT				
	(4) LOADS				
				TAX	
RECEIVED BY				TOTAL	

10061

Thank You!

114 Hartley Road
Goshen NY 10924



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

Quote

Customer City of Newburgh
83 Broadway 4th Floor- Accts Payable
Newburgh NY 12550

Date Estimate #
11/07/2022 3878

PO #:

Description	Unit	Quantity	Rate	Amount
T&M 10.31.22 -Removal of Unsuitable Material Frm 3rd ST subgrade				
Teamster- Adam H.	Hourly	7.00	87.440	612.08
Teamster- Tony G.	Hourly	7.00	87.440	612.08
EQUIPMENT				
Tri-Axle Dump Truck	Hourly	7.00	60.000	420.00
Tri-Axle Dump Truck	Hourly	7.00	60.000	420.00
TAM OVERHEAD & PROFIT 15%	LS	1.00	309.624	309.62

Notes

Customer Signature _____

Accepted By : _____

Subtotal	\$2,373.78
Sales Tax:	0.00
Quote Total	\$2,373.78

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

www.tamenterprises.com



Manpower & Equipment		Regular Time	Regular Time	Regular Time	OVERTIME	OVERTIME
		Hourly Rate	4 Hr Min	8 Hr Day	Hourly Rate	4 Hr Min
VacCon (\$110.00/hr)	w/ Op.	\$250.00	\$1,000.00	\$2,000.00	\$320.00	\$1,280.00
	w/ Op. & Lab.	\$375.00	\$1,500.00	\$3,000.00	\$507.50	\$2,030.00
HvdroExcavator (\$175.00/hr)	w/ Op.	\$315.00	\$1,260.00	\$2,520.00	\$385.00	\$1,540.00
	w/ Op. & Lab.	\$440.00	\$1,760.00	\$3,520.00	\$572.00	\$2,288.00
Mechanic/Tool Truck (\$120.00/hr)	w/ Op.	\$255.00	\$1,020.00	\$2,040.00	\$322.50	\$1,290.00
	w/ Op. & Lab.	\$380.00	\$1,520.00	\$3,040.00	\$510.00	\$2,040.00
Camera/TV Truck (\$90.00/hr)	w/ Op.	\$230.00	\$920.00	\$1,840.00	\$300.00	\$1,200.00
	w/ Op. & Lab.	\$355.00	\$1,420.00	\$2,840.00	\$475.00	\$1,900.00
Backhoe (\$50.00/hr)	w/ Operator	\$190.00	\$760.00	\$1,520.00	\$260.00	\$1,040.00
Loader (\$55.00/hr)	w/ Operator	\$195.00	\$780.00	\$1,560.00	\$265.00	\$1,060.00
SkidSteer (\$45.00/hr)	w/ Operator	\$185.00	\$740.00	\$1,480.00	\$255.00	\$1,020.00
Mini Exc. - Bobcat 60 85 (\$55.00/hr)	w/ Operator	\$195.00	\$780.00	\$1,560.00	\$265.00	\$1,060.00
Excavator- CAT315 (\$65.00/hr)	w/ Operator	\$205.00	\$820.00	\$1,640.00	\$275.00	\$1,100.00
Excavator- PC200 (\$90.00/hr)	w/ Operator	\$230.00	\$920.00	\$1,840.00	\$300.00	\$1,200.00
Excavator- CAT335 (\$155.00/hr)	w/ Operator	\$340.00	\$1,360.00	\$2,720.00	\$432.50	\$1,730.00
Excavator - CAT321 w/ Bucket (\$130/hr)	w/ Operator	\$270.00	\$1,080.00	\$2,160.00	\$340.00	\$1,360.00
Excavator - CAT321 w/ Hammer (\$205/hr)	w/ Operator	\$345.00	\$1,380.00	\$2,760.00	\$415.00	\$1,660.00
Excavator - CAT321 w/ Sheet Pounder (\$220/hr)	w/ Operator	\$360.00	\$1,440.00	\$2,880.00	\$430.00	\$1,720.00
Bulldozer- CAT D 5 JD 650 (\$55.00/hr)	w/ Operator	\$220.00	\$880.00	\$1,760.00	\$285.00	\$1,140.00
Single Axle- Dump Truck (Non P Rate)	w/ Driver	\$145.00	\$580.00	\$1,160.00	\$217.50	\$870.00
TriAxle- Dump Truck (P Rate) 60.00	w/ Driver	\$150.00	\$600.00	\$1,200.00	\$225.00	\$900.00
TriAxle- Dump Truck (Non P Rate)	w/ Driver	\$105.00	\$420.00	\$840.00	\$157.50	\$630.00
Roll Off Truck (P rate)	w/ Driver	\$145.00	\$580.00	\$1,160.00	\$217.50	\$870.00
Roll Off Truck (Non P Rate)	w/ Driver	\$105.00	\$420.00	\$840.00	\$157.50	\$630.00
Off Road- Dump Truck	w/ Operator	\$62.00	\$248.00	\$496.00	\$90.00	\$360.00
Hino	w/ Driver	\$80.00	\$320.00	\$640.00	\$100.00	\$400.00
Low Boy	w/ Driver	\$175.00	\$700.00	\$1,400.00	\$235.00	\$940.00
Tanker Truck (\$55.00/hr)	w/ Operator	\$195.00	\$780.00	\$1,560.00	\$265.00	\$1,060.00
Sweeper (\$50.00/hr)	w/ Operator	\$190.00	\$760.00	\$1,520.00	\$240.00	\$960.00
Paving Roller (\$40 / hour)	w/ Operator	\$180.00	\$720.00	\$1,440.00	\$250.00	\$900.00
Paver (\$50/ hour)	w/ Operator	\$190.00	\$760.00	\$1,520.00	\$240.00	\$960.00
Lull (\$50 / hour)	w/ Operator	\$190.00	\$760.00	\$1,520.00	\$260.00	\$1,040.00
Manlift (\$50/ hour)	w/ Operator	\$190.00	\$760.00	\$1,520.00	\$260.00	\$1,040.00
Dirt Roller (\$50 / hour)	w/ Operator	\$180.00	\$720.00	\$1,440.00	\$250.00	\$900.00
Control Specialist		\$155.00	\$620.00	\$1,240.00	\$232.50	\$930.00
Mechanic		\$135.00	\$540.00	\$1,080.00	\$202.50	\$810.00
Operator		\$140.00	\$560.00	\$1,120.00	\$210.00	\$840.00
Laborer		\$125.00	\$500.00	\$1,000.00	\$187.50	\$750.00
Electrician		\$130.00	\$520.00	\$1,040.00	\$195.00	\$780.00
Welder		\$130.00	\$520.00	\$1,040.00	\$195.00	\$780.00
Foreman		\$135.00	\$540.00	\$1,080.00	\$202.50	\$810.00
Supervisor		\$155.00	\$620.00	\$1,240.00	\$232.50	\$930.00
Carpenter		\$135.00	\$540.00	\$1,080.00	\$202.50	\$810.00
PickUp Truck w/Fuel Tank		\$40.00	\$160.00	\$320.00	\$40.00	\$160.00
Root Cutter		\$110.00	\$440.00	\$880.00	\$110.00	\$440.00
Diesel Fuel		\$5.00	per gallon			
SERVICE CALLS		Residential	OT	Commercial	OT	
Snake Line		\$300.00	\$450.00	\$400.00	\$550.00	
Jem Jet		\$350.00	\$550.00	\$500.00	\$850.00	
Push Camera		\$300.00	\$450.00	\$400.00	\$550.00	
		\$125/hr after 1st hr				
		DISPOSAL FEE S				
Sludge				\$.19/gallon + tanker		
Grease				\$.75/gallon + tanker		
Oily Water				\$1.25/ga on + tanker		
Dry Sludge/Grit				\$275.00/ton + roll off/tractor trailer		
Construction Debris				\$150.00/ton + roll off		
		DAY RATES				
Dumpster		\$44 + delivery & pickup				
Frac Tank		\$60 + delivery & pickup				
Light Tower		\$175				
Confined Space Entry Trailer		\$275				
Shoring Box		\$500				
Xtra Hose & Laborer		\$1,100				
Road Plate		\$150				
		WEEKLY RATES				
Storage Box		\$110				
Generator/Pump		2750 + Setup				

* 4-Hour Minimum

** 4+ hrs= Full Day

DAILY RECORD OF WORK PERFORMED, NOT INCLUDED IN CONTRACT

Contract No:		Contractor:		Item Number:		Work Description:		Date:					
						REF. BELOW		10/31/22					
LABOR						MATERIALS			EQUIPMENT				
ID	Last Name, First Name	Trade & Group	Hours			Description	Units	Qty	Stock (Y/N)	ID	Description	Hours	
			Regular	Prem	Total							In Use	Standby
1	Hosel, Adam		7.0										
2	Gesztes, Tony		7.0								Tri-axle dump truck		
3											Tri-axle dump truck		
4													
5													
6													
7													
8													
9													
10													
11													
12													
13													
14													
15													
16													

STATEMENT OF WORK ACCOMPLISHED:

Removal of unsuitable material from 3rd St. subgrade

CERTIFICATION: - I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size, that material taken from stock as shown above is charged at fair market value, and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day.

Jim Neiderhiser [Signature] 11-4-20 Jim Reza [Signature] 11/4/22

Printed Name Signature Date Printed Name Signature Date

Contractor

TAM Enterprises, Inc.

114 Hartley Road
Goshen, NY 10924
(845) 294-8882

7:00
4:00

CUSTOMER'S ORDER NO.		PHONE		DATE 10/31/22	
NAME <u>TONY Gesztosi</u>					
ADDRESS <u>DOWNING PARK</u>					
SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	PAID OUT
QTY.	DESCRIPTION			PRICE	AMOUNT
#121	MACK DUMP			7:00	2:00
	CAT EXCAVATOR @ SHOP			2:00	4:00
	3 LOADS SELF LOADED				
RECEIVED BY				TAX	
				TOTAL	

4843

Thank You!

TAM Enterprises, Inc.

114 Hartley Road
Goshen, NY 10924
(845) 294-8882

CUSTOMER'S ORDER NO.		PHONE		DATE	
		A-TEAM		10-31-22	
NAME					
Downey East					
ADDRESS					
SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MOSE. RET'D
QTY.	DESCRIPTION			PRICE	AMOUNT
	7:00 - 2:00				
	Export - To Everett - 3 loads				
	SELF LOADED				
				TAX	
RECEIVED BY				TOTAL	

10062

Thank You!

RESOLUTION NO.: 70 - 2023

OF

APRIL 24, 2023

**A RESOLUTION AUTHORIZING CHANGE ORDER NO. 8G TO
THE CONSTRUCTION CONTRACT WITH TAM ENTERPRISES, INC. FOR
THE DOWNING POND AND THIRD STREET STORM SEWER PROJECT**

WHEREAS, by Resolution No. 218-2021 of September 27, 2021, the City Council of the City of Newburgh, New York awarded a bid to TAM Enterprises, Inc. in the amount of \$3,100,000.00 for the construction of the Downing Pond Drain Outlet and Third Street Storm Sewer Project; and

WHEREAS, the construction of two additional catch basins and new 12-inch storm sewer on Dubois Street connected to the 24-inch storm sewer on Third Street by a blind connection; the investigation of unknown and unmarked electrical line discovered during construction; additional trench paving and site restoration as part of lead water service line replacements; and the construction of a sump pump to the Electrical and Controls Vault added a net increase of \$60,052.92 to the contract price increasing the contract amount to \$4,289,408.25; and

WHEREAS, TAM Enterprises, Inc. has submitted Change Order No. 8G with funding for the change order in an amount of \$57,031.09 to be derived from an existing NYSEFC grant/loan C3-7332-11-00. in an amount of \$3,021.83 to be derived from HF1.8396.0448.0000; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to execute Change Order No. 8G with the TAM Enterprises, Inc. in the amount of \$60,052.92 in the Downing Pond Drain Outlet and Third Street Storm Sewer Project.

Change Order No. 8G

Date of Issuance: March 29, 2023

Effective Date: April __, 2023

Owner: City of Newburgh

Owner's Contract No.: 11.21

Contractor: TAM Enterprises Inc

Contractor's Project No.:

Engineer: Arcadis of New York, Inc

Engineer's Project No.: 30055884

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

Contract Name: General Construction

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

Description:

1. Construction of two additional catch basin and new 12-inch storm sewer on Dubois Street that is connected to the 24-inch storm sewer on Third Street via a blind connection. Total cost of this change amounted to \$51,761.15.
2. Investigation of unknown and unmarked electrical line that was discovered while constructing the Electrical and Controls Vault. Total cost of this investigation amounted to \$3,541.49.
3. Additional trench paving and site restoration was required as part of replacing lead water service lines. Total cost of this work amounted 3,021.83.
4. Construction of a sump pump to the Electrical and Controls Vault to remove any groundwater that seeps in and condensation that builds up. Total cost of this change amounted to \$1,728.45.

Attachments: *Change Proposals*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>3,100,000.00</u>	Original Contract Times: Substantial Completion: <u>300</u> Ready for Final Payment: <u>330</u> days
Increase from previously approved Change Orders \$ <u>1,129,355.33</u>	Increase from previously approved Change Orders Substantial Completion: <u>284</u> Ready for Final Payment: <u>285</u> days
Contract Price prior to this Change Order: \$ <u>4,229,355.33</u>	Contract Times prior to this Change Order: Substantial Completion: <u>300</u> Ready for Final Payment: <u>330</u> days
Increase of this Change Order: \$ <u>60,052.92</u>	Increase of this Change Order: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days
Contract Price incorporating this Change Order: \$ <u>4,289,408.25</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>584</u> Ready for Final Payment: <u>615</u> days

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: 
Engineer (if required)

By: _____
Owner (Authorized Signature)
Todd Venning * Res _____-2023

By: Chad Young
Contractor (Authorized Signature)

Title: Project Manager
Date: 4/11/2023

Title: City Manager/CEO
Date: _____

Title: Project Manager
Date: 3/30/2023

Approved by Funding Agency (if applicable)

By: _____
Title: _____

Date: _____

Item #2 - Unknown Electrical Investigation

114 Hartley Road
Goshen NY 10924



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

Invoice

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

Date Invoice #
07/18/2022 74158

PO #:

Description	Unit	Quantity	Rate	Amount
T & M - 7.12.2022 Lost time and Electrical Expl. Dig 10am-2pm				
Supervisor - Phil N - Operator A rate	HR	4.00	111.360	445.44
Foreman - Dale L - Operator A rate	HR	4.00	111.360	445.44
Operator - John S	HR	4.00	111.360	445.44
Laborer - William Z	HR	4.00	93.190	372.76
Laborer - Steve L	HR	4.00	93.190	372.76
Laborer - Tom P	HR	4.00	93.190	372.76
Electrician - Eric R	HR	4.00	101.240	404.96
Kubota 80 Excavator	HR	4.00	55.000	220.00
TAM Overhead 5%	LS	1.00	153.980	153.98
TAM Profit 10%	LS	1.00	323.350	323.35

Notes

OH&P @ 15% 461.93

PAYMENTS BY CREDIT CARD:

All invoices paid by credit card will incur a 3.5% transaction fee

ELECTRONIC PAYMENTS:

Salisbury Bank & Trust Co. 801 Auto Park Lane, Newburgh, NY 12550
ABA Routing #011102612
Account # 521332560
Please send payment remittance to christina@tamenterpises.com

Accounts are considered overdue on the 31st day past the invoice date.
You will be liable for all legal and collection fees.

Subtotal	\$3,556.89
Sales Tax:	\$0.00
Invoice Total	\$3,556.89

\$3541.49

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

www.tamenterpises.com

Office of General Services



~RATES~

Manpower & Equipment		Regular Time	Regular Time	Regular Time	OVERTIME	OVERTIME
		Hourly Rate	4 Hr Min	8 Hr Day	Hourly Rate	4 Hr Min
VacCon (\$110.00/hr)	w/ Op.	\$250.00	\$1,000.00	\$2,000.00	\$320.00	\$1,280.00
	w/Op. & Lab.	\$375.00	\$1,500.00	\$3,000.00	\$507.50	\$2,030.00
HydroExcavator (\$175.00/hr)	w/ Op.	\$315.00	\$1,260.00	\$2,520.00	\$385.00	\$1,540.00
	w/ Op. & Lab.	\$440.00	\$1,760.00	\$3,520.00	\$572.50	\$2,290.00
Mechanic/Tool Truck (\$120.00/hr)	w/ Op.	\$255.00	\$1,020.00	\$2,040.00	\$322.50	\$1,290.00
	w/ Op. & Lab.	\$380.00	\$1,520.00	\$3,040.00	\$510.00	\$2,040.00
Camera/TV Truck (\$90.00/hr)	w/ Op.	\$230.00	\$920.00	\$1,840.00	\$300.00	\$1,200.00
	w/ Op. & Lab.	\$355.00	\$1,420.00	\$2,840.00	\$487.50	\$1,950.00
Backhoe (\$50.00/hr)	w/ Operator	\$190.00	\$760.00	\$1,520.00	\$260.00	\$1,040.00
Loader (\$55.00/hr)	w/ Operator	\$195.00	\$780.00	\$1,560.00	\$265.00	\$1,060.00
SkidSteer (\$45.00/hr)	w/ Operator	\$185.00	\$740.00	\$1,480.00	\$255.00	\$1,020.00
Mini Exc.- Bobcat 60, 85 (\$55.00/hr)	w/ Operator	\$195.00	\$780.00	\$1,560.00	\$265.00	\$1,060.00
Excavator- CAT315 (\$65.00/hr)	w/ Operator	\$205.00	\$820.00	\$1,640.00	\$275.00	\$1,100.00
Excavator- PC200 (\$90.00/hr)	w/ Operator	\$230.00	\$920.00	\$1,840.00	\$300.00	\$1,200.00
Excavator- CAT335 (\$155.00/hr)	w/ Operator	\$340.00	\$1,360.00	\$2,720.00	\$432.50	\$1,730.00
Excavator - CAT321 w/ Bucket (\$130/hr)	w/ Operator	\$270.00	\$1,080.00	\$2,160.00	\$340.00	\$1,360.00
Excavator - CAT321 w/ Hammer (\$205/hr)	w/ Operator	\$345.00	\$1,380.00	\$2,760.00	\$415.00	\$1,660.00
Excavator - CAT321 w/ Sheet Pounder (\$220/hr)	w/ Operator	\$360.00	\$1,440.00	\$2,880.00	\$430.00	\$1,720.00
Bulldozer- CAT D-5, JD 650 (\$55.00/hr)	w/ Operator	\$195.00	\$780.00	\$1,560.00	\$265.00	\$1,060.00
Single Axle- Dump Truck (Non P Rate)	w/ Driver	\$95.00	\$380.00	\$760.00	\$142.50	\$570.00
TriAxle- Dump Truck (P Rate) 60.00	w/ Driver	\$150.00	\$600.00	\$1,200.00	\$225.00	\$900.00
TriAxle- Dump Truck (Non P Rate)	w/ Driver	\$105.00	\$420.00	\$840.00	\$157.50	\$630.00
Roll Off Truck (P rate)	w/ Driver	\$145.00	\$580.00	\$1,160.00	\$217.50	\$870.00
Roll Off Truck (Non P Rate)	w/ Driver	\$105.00	\$420.00	\$840.00	\$157.50	\$630.00
Off Road- Dump Truck	w/ Operator	\$60.00	\$240.00	\$480.00	\$90.00	\$360.00
Hino	w/ Driver	\$85.00	\$340.00	\$680.00	\$100.00	\$400.00
Low Boy	w/ Driver	\$175.00	\$700.00	\$1,400.00	\$235.00	\$940.00
Tanker Truck (\$55.00/hr)	w/ Operator	\$195.00	\$780.00	\$1,560.00	\$265.00	\$1,060.00
Sweeper (\$50.00/hr)	w/ Operator	\$190.00	\$760.00	\$1,520.00	\$240.00	\$960.00
Paving Roller (\$40 / hour)	w/ Operator	\$180.00	\$720.00	\$1,440.00	\$250.00	\$900.00
Paver (\$50/ hour)	w/ Operator	\$190.00	\$760.00	\$1,520.00	\$260.00	\$1,040.00
Lull (\$50 / hour)	w/ Operator	\$190.00	\$760.00	\$1,520.00	\$260.00	\$1,040.00
Manlift (\$50/ hour)	w/ Operator	\$190.00	\$760.00	\$1,520.00	\$260.00	\$1,040.00
Dirt Roller (\$50 / hour)	w/ Operator	\$180.00	\$720.00	\$1,440.00	\$250.00	\$1,000.00
Control Specialist		\$155.00	\$620.00	\$1,240.00	\$232.50	\$930.00
Mechanic		\$135.00	\$540.00	\$1,080.00	\$202.50	\$810.00
Operator		\$140.00	\$560.00	\$1,120.00	\$210.00	\$840.00
Laborer		\$125.00	\$500.00	\$1,000.00	\$187.50	\$750.00
Electrician		\$130.00	\$520.00	\$1,040.00	\$195.00	\$780.00
Welder		\$130.00	\$520.00	\$1,040.00	\$195.00	\$780.00
Foreman		\$135.00	\$540.00	\$1,080.00	\$202.50	\$810.00
Supervisor		\$155.00	\$620.00	\$1,240.00	\$232.50	\$930.00
Carpenter		\$135.00	\$540.00	\$1,080.00	\$202.50	\$810.00
PickUp Truck w/Fuel Tank		\$40.00	\$160.00	\$320.00	\$40.00	\$160.00
Root Cutter		\$110.00	\$440.00	\$880.00	\$110.00	\$440.00
Diesel Fuel		\$5.00	per gallon			
SERVICE CALLS		Residential	OT	Commercial	OT	
Snake Line		\$300.00	\$450.00	\$400.00	\$550.00	
Jem Jet		\$350.00	\$550.00	\$500.00	\$850.00	
Push Camera		\$300.00	\$450.00	\$400.00	\$550.00	
		\$125/hr after 1st hr				
DISPOSAL FEE'S						
Sludge		\$.19/gallon + tanker				
Grease		\$.75/gallon + tanker				
Oily Water		\$1.25/gallon + tanker				
Dry Sludge/Grit		\$275.00/ton + roll off/tractor trailer				
Construction Debris		\$150.00/ton + roll off				
DAY RATES						
Dumpster		\$44 + delivery & pickup				
Frac Tank		\$60 + delivery & pickup				
Light Tower		\$175				
Confined Space Entry Trailer		\$975				
Shoring Box		\$500				
Xtra Hose & Laborer		\$1,100				
Road Plate		\$150				
WEEKLY RATES						
Storage Box		\$110				
Generator/Pump		2750 + Setup				

* 4 Hour Minimum

** 4+ hrs= Full Day

Item #1 - Dubois St Storm Sewer

114 Hartley Road
Goshen NY 10924



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

Quote

Customer City of Newburgh
83 Broadway 4th Floor- Accts Payable
Newburgh NY 12550

Date Estimate #
07/29/2022 3192

PO #:

Description	Unit	Quantity	Rate	Amount
TM work - 7.19.22-catch basins and pipe				
Sup- Operator- Phil. N	Hourly	8.00	111.360	890.88
Operator- John S.	Hourly	8.00	111.360	890.88
Operator- Joe K.	Hourly	8.00	111.360	890.88
Laborer- Steven L.	Hourly	8.00	93.190	745.52
Foreman- Dale L.	Hourly	8.00	111.360	890.88
Laborer- Willie Z.	Hourly	8.00	93.190	745.52
Flagger- Tom P.	Hourly	8.00	87.640	701.12
Flagger- Ryan M.	Hourly	8.00	87.640	701.12
Operator - John R.	Hourly	8.00	111.360	890.88
Operator- Steve D.	Hourly	8.00	111.360	890.88
Teamster- Hunter L.	Hourly	8.00	93.190	745.52
MATERIALS -				
CB's + Pipe - Alport invoice	LS	1.00	8065.660	8,065.66
3/4 Stone	TN	18.00	28.000	504.00
Item #4	TN	30.00	28.000	840.00
1 Pail Hydraulic Cement	EA	1.00	18.980	18.98

Customer Signature _____

Accepted By : _____

Subtotal	\$26,338.13
Sales Tax:	0.00
Quote Total	\$26,338.13

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

www.tamenterprises.com

Service Quote

Continued...

Invoice#: 3192

Date: 07/29/2022

Description	Unit	Quantity	Rate	Amount
EQUIPMENT-				
CAT 320 Excavator	Hourly	8.00	130.000	1,040.00
Vac Truck	Hourly	8.00	110.000	880.00
Dump Truck	Hourly	8.00	60.000	480.00
Road Saw	Hourly	8.00	45.000	360.00
Double Drum Trench Roller	Hourly	8.00	50.000	400.00
Tool Van	Hourly	8.00	120.000	960.00
Advanced tetsting - half day	LS	1.00	370.000	370.00
TAM OVERHEAD 5%	Lump Sum	1.00	1145.136	1,145.14
TAM PROFIT 10%	Lump Sum	1.00	2290.272	2,290.27

Notes



~RATES~

Manpower & Equipment		Regular Time	Regular Time	Regular Time	OVERTIME	OVERTIME
		Hourly Rate	4 Hr Min	8 Hr Day	Hourly Rate	4 Hr Min
VacCon (\$110.00/hr)	w/ Op.	\$250.00	\$1,000.00	\$2,000.00	\$320.00	\$1,280.00
	w/Op. & Lab.	\$375.00	\$1,500.00	\$3,000.00	\$507.50	\$2,030.00
HydroExcavator (\$175.00/hr)	w/ Op.	\$315.00	\$1,260.00	\$2,520.00	\$385.00	\$1,540.00
	w/ Op. & Lab.	\$440.00	\$1,760.00	\$3,520.00	\$572.50	\$2,290.00
Mechanic/Tool Truck (\$120.00/hr)	w/ Op.	\$255.00	\$1,020.00	\$2,040.00	\$322.50	\$1,290.00
	w/ Op. & Lab.	\$380.00	\$1,520.00	\$3,040.00	\$510.00	\$2,040.00
Camera/TV Truck (\$90.00/hr)	w/ Op.	\$230.00	\$920.00	\$1,840.00	\$300.00	\$1,200.00
	w/ Op. & Lab.	\$355.00	\$1,420.00	\$2,840.00	\$487.50	\$1,950.00
Backhoe (\$50.00/hr)	w/ Operator	\$190.00	\$760.00	\$1,520.00	\$260.00	\$1,040.00
Loader (\$55.00/hr)	w/ Operator	\$195.00	\$780.00	\$1,560.00	\$265.00	\$1,060.00
SkidSteer (\$45.00/hr)	w/ Operator	\$185.00	\$740.00	\$1,480.00	\$255.00	\$1,020.00
Mini Exc.- Bobcat 60, 85 (\$55.00/hr)	w/ Operator	\$195.00	\$780.00	\$1,560.00	\$265.00	\$1,060.00
Excavator- CAT315 (\$65.00/hr)	w/ Operator	\$205.00	\$820.00	\$1,640.00	\$275.00	\$1,100.00
Excavator- PC200 (\$90.00/hr)	w/ Operator	\$230.00	\$920.00	\$1,840.00	\$300.00	\$1,200.00
Excavator- CAT335 (\$155.00/hr)	w/ Operator	\$340.00	\$1,360.00	\$2,720.00	\$432.50	\$1,730.00
Excavator - CAT321 w/ Bucket (\$130/hr)	w/ Operator	\$270.00	\$1,080.00	\$2,160.00	\$340.00	\$1,360.00
Excavator - CAT321 w/ Hammer (\$205/hr)	w/ Operator	\$345.00	\$1,380.00	\$2,760.00	\$415.00	\$1,660.00
Excavator - CAT321 w/ Sheet Pounder (\$220/hr)	w/ Operator	\$360.00	\$1,440.00	\$2,880.00	\$430.00	\$1,720.00
Bulldozer- CAT D-5, JD 650 (\$55.00/hr)	w/ Operator	\$195.00	\$780.00	\$1,560.00	\$265.00	\$1,060.00
Single Axle- Dump Truck (Non P Rate)	w/ Driver	\$95.00	\$380.00	\$760.00	\$142.50	\$570.00
TriAxle- Dump Truck (P Rate) 60.00	w/ Driver	\$150.00	\$600.00	\$1,200.00	\$225.00	\$900.00
TriAxle- Dump Truck (Non P Rate)	w/ Driver	\$105.00	\$420.00	\$840.00	\$157.50	\$630.00
Roll Off Truck (P rate)	w/ Driver	\$145.00	\$580.00	\$1,160.00	\$217.50	\$870.00
Roll Off Truck (Non P Rate)	w/ Driver	\$105.00	\$420.00	\$840.00	\$157.50	\$630.00
Off Road- Dump Truck	w/ Operator	\$60.00	\$240.00	\$480.00	\$90.00	\$360.00
Hino	w/ Driver	\$85.00	\$340.00	\$680.00	\$100.00	\$400.00
Low Boy	w/ Driver	\$175.00	\$700.00	\$1,400.00	\$235.00	\$940.00
Tanker Truck (\$55.00/hr)	w/ Operator	\$195.00	\$780.00	\$1,560.00	\$265.00	\$1,060.00
Sweeper (\$50.00/hr)	w/ Operator	\$190.00	\$760.00	\$1,520.00	\$240.00	\$960.00
Paving Roller (\$40 / hour)	w/ Operator	\$180.00	\$720.00	\$1,440.00	\$250.00	\$900.00
Paver (\$50/ hour)	w/ Operator	\$190.00	\$760.00	\$1,520.00	\$260.00	\$1,040.00
Lull (\$50 / hour)	w/ Operator	\$190.00	\$760.00	\$1,520.00	\$260.00	\$1,040.00
Manlift (\$50/ hour)	w/ Operator	\$190.00	\$760.00	\$1,520.00	\$260.00	\$1,040.00
Dirt Roller (\$50 / hour)	w/ Operator	\$180.00	\$720.00	\$1,440.00	\$250.00	\$1,000.00
Control Specialist		\$155.00	\$620.00	\$1,240.00	\$232.50	\$930.00
Mechanic		\$135.00	\$540.00	\$1,080.00	\$202.50	\$810.00
Operator		\$140.00	\$560.00	\$1,120.00	\$210.00	\$840.00
Laborer		\$125.00	\$500.00	\$1,000.00	\$187.50	\$750.00
Electrician		\$130.00	\$520.00	\$1,040.00	\$195.00	\$780.00
Welder		\$130.00	\$520.00	\$1,040.00	\$195.00	\$780.00
Foreman		\$135.00	\$540.00	\$1,080.00	\$202.50	\$810.00
Supervisor		\$155.00	\$620.00	\$1,240.00	\$232.50	\$930.00
Carpenter		\$135.00	\$540.00	\$1,080.00	\$202.50	\$810.00
PickUp Truck w/Fuel Tank		\$40.00	\$160.00	\$320.00	\$40.00	\$160.00
Root Cutter		\$110.00	\$440.00	\$880.00	\$110.00	\$440.00
Diesel Fuel		\$5.00	per gallon			
SERVICE CALLS		Residential	OT	Commercial	OT	
Snake Line		\$300.00	\$450.00	\$400.00	\$550.00	
Jem Jet		\$350.00	\$550.00	\$500.00	\$850.00	
Push Camera		\$300.00	\$450.00	\$400.00	\$550.00	
		\$125/hr after 1st hr				
DISPOSAL FEE'S						
Sludge		\$.19/gallon + tanker				
Grease		\$.75/gallon + tanker				
Oily Water		\$1.25/gallon + tanker				
Dry Sludge/Grit		\$275.00/ton + roll off/tractor trailer				
Construction Debris		\$150.00/ton + roll off				
DAY RATES						
Dumpster		\$44 + delivery & pickup				
Frac Tank		\$60 + delivery & pickup				
Light Tower		\$175				
Confined Space Entry Trailer		\$975				
Shoring Box		\$500				
Xtra Hose & Laborer		\$1,100				
Road Plate		\$150				
WEEKLY RATES						
Storage Box		\$110				
Generator/Pump		2750 + Setup				

* 4 Hour Minimum

** 4+ hrs= Full Day



**Office of
General Services**

Design and Construction

AN ISO 9001:2008 CERTIFIED ORGANIZATION

Division of Cost Management, 35th Floor, Corning Tower
The Governor Nelson A. Rockefeller Empire State Plaza
Albany, New York 12242

Phone (518) 473-6940

LABOR RATE WORKSHEET

Project No. _____

[illegible]

Office of General Services

May 25, 2022

TAM Enterprises
112 Hartley Road
Goshen, NY 10924
Attention: Chad Young

Re: Downing Park Drainage, Newburgh NY

Dear Mr. Young,

On behalf of Advance Testing, I would like to thank you for giving us the opportunity to submit a proposal for the Downing Park Drainage project located in Newburgh, NY.

I have attached a fee schedule and contract for your review. If you have any questions or would like more information, please do not hesitate to contact me at (845) 496-1600 ext. 238 or email me at adimarco@advancetesting.com.

Thank you again for considering Advance Testing.

Sincerely,



Anthony DiMarco
Business Development Associate

Chad Young
TAM Enterprises
May 25, 2022

Downing Park Drainage, Newburgh NY
Proposal #P22_0727

FEE SCHEDULE

Technician Type*:	Half Day Rate	Full Day Rate
Soil Compaction Technician	\$ 370.00	\$ 685.00
Concrete** Technician	\$ 370.00	\$ 685.00

Other Services:	Rate
Professional Engineer (<i>if needed</i>), per hour	\$ 195.00

***Technician Notes:**

- Rate is per each inspector, Monday-Friday. Half day rate includes travel time, mileage, and up to four hours of time on site. Full day rate includes travel time, mileage, and up to eight hours of time on site. Overtime and Saturday rates will be charged at 1.5 times the regular rate. Sunday and Holiday rates will be charged at 2.0 times the regular rate. Any necessary travel/hotel/parking expenses will be billed to client at cost. Please call Advance Testing for all contracted inspection services 24 hours in advance.

****Concrete Notes:**

- In accordance with ACI 318-11 and ACI 301-10, Building Code Requirements for Structural Concrete, Advance Testing copies the concrete supplier on all concrete compressive strength results. If you would prefer that Advance Testing not send these results to the supplier, please inform Advance Testing of this preference in writing prior to the start of the project.
- Concrete cylinders are required to be picked up from the project site within 48 hours of being cast. Advance Testing will follow this procedure and pick up any cylinders cast within 48 hours, unless otherwise requested not to do so in writing. Cylinder pick-ups are invoiced at the noted sample pick-up rates as shown on the Fee Schedule.
- Except as otherwise required by the project specifications, Advance Testing will cast one set of cylinders per 50 yards³ of concrete placed.
- Advance Testing is not responsible for the mix design or for the QC/QA at the producer unless expressly set forth in Advance Testing's Scope of Work annexed hereto; or for the supplier or contractor's failure to comply with the design, the drawings and specifications, or applicable codes and standards; or for the contractor's means and methods of construction.
- This Fee Schedule is subject to the terms and conditions of the annexed Service Agreement, which is incorporated as if set forth fully herein.

Chad Young
TAM Enterprises
May 25, 2022

Downing Park Drainage, Newburgh NY
Proposal #P22_0727

FEE SCHEDULE

Sample Pick-up:	Per Trip
Sample Pick-up Charges (<i>as needed</i>)	\$95.00

Equipment:	Per Day
Density Gauge	\$ 80.00

Laboratory Testing:	Price Per Test
Soil Gradation Analysis	\$ 50.00
Wash Sieve Analysis	\$ 35.00
Full Standard or Modified Proctor Test for Soils (min. of 4 points)	\$ 190.00
Compressive Strength of Advance Testing-cast Concrete Cylinders	\$ 14.75
Compressive Strength of Client-cast Concrete Cylinders (incl. capping/sample prep)	\$ 16.50

**To indicate acceptance of this fee schedule for the above-mentioned project,
Please return a signed copy to our office via email or fax at your earliest convenience.**

Payment Terms: Advance Testing Company will prepare a bi-weekly bill which will set forth services rendered and other charges. The amount is due upon receipt of the bill. All amounts not paid within thirty (30) days after the invoice date shall bear an additional charge of one and one-half (1 ½) percent per month until paid.

Respectfully submitted by: Anthony DiMarco

Proposal Accepted and Work Authorized for: TAM Enterprises

Signature/Date

Name

Chad Young
TAM Enterprises
May 25, 2022

Downing Park Drainage, Newburgh NY
Proposal #P22_0727

SERVICE AGREEMENT

This Agreement was made as of May 25, 2022 by and between ADVANCE TESTING COMPANY, INC., which is a Delaware corporation with principal offices located at 3348 Route 208, Campbell Hall, NY (Hereinafter called "ADVANCE"), and TAM Enterprises (Hereinafter called "CLIENT"). CLIENT'S project is Downing Park Drainage, Newburgh NY (Hereinafter called "PROJECT").

The CLIENT and ADVANCE, for mutual considerations hereinafter set forth, agree as follows:

1. SCOPE OF SERVICES AND SCHEDULE OF PERFORMANCE: As per attached Proposal dated May 25, 2022.
2. COMPENSATION: In consideration of the services rendered, the CLIENT agrees to pay ADVANCE as per attached Fee Schedule to the extent ADVANCE performs the services requested.
3. COMMENCEMENT OF SERVICES: ADVANCE shall not begin work until ADVANCE has received a fully executed AGREEMENT; and an advance payment of \$ ____N/A____.
4. PAYMENT TERMS: ADVANCE will prepare a bi-weekly bill which will set forth services rendered and other charges. The amount is due upon receipt of the bill. All amounts not paid within thirty (30) days after the bill's mailing date shall bear an additional charge of one and one-half (1 ½) percent per month until paid. Whenever the amount is past due more than forty-five (45) days after bill mailing, ADVANCE may suspend any further work or document delivery called for by this AGREEMENT until such account is made current. The fact that ADVANCE may continue to work beyond the time during which it may have suspended the work shall not be deemed to be a waiver of its rights hereunder. The CLIENT shall be responsible and shall pay ADVANCE for all costs, including attorney's fees, incurred as a result of the collection of any overdue balances. Any advance payment shall be applied to the last charges on the project.
5. INSURANCE AND LIMITATIONS: ADVANCE will maintain statutory workman's compensation insurance, and auto liability insurance to the extent required by law; and general liability insurance as may be reasonably available in the insurance market.
 - a. ADVANCE'S liability for damages resulting from Professional Services errors and omissions shall be limited to a sum not to exceed \$5,000.00 or ADVANCE'S fee, whichever is greater.
 - b. In the event the CLIENT makes a claim in litigation against ADVANCE under the provisions of this AGREEMENT and the CLIENT fails to prove such claim, then the CLIENT shall pay all reasonable charges for ADVANCE'S work, and all costs and expense incurred by ADVANCE in defending itself against the claim, including reasonable attorney fees.
6. ADVANCE shall have the right to declare this AGREEMENT null and void if not executed and returned to ADVANCE by the CLIENT within 30 days.
7. The unit rates in this proposal are based upon the work being performed during regular daytime shifts, Monday through Friday.
8. An automatic increase of 4% will be added at the end of each year.
9. Management time will be billed at \$ 95.00 per hour (minimum 4 hour charge/meeting) for attendance at jobsite meetings, if we are requested to be there by the CLIENT.
10. If overtime, weekend or holiday work is required, the following rates shall apply:
 - a. Monday – Friday: overtime shall apply after the initial 8 hours of work, and equal 1.5 times the regular rate of the task(s) being performed
 - b. Saturday: all time worked shall be billed at 1.5x the regular rate for the task(s) being performed
 - c. Sunday and Holidays: all time worked shall be billed at 2.0 times the regular rate for the task(s) being performed.

Chad Young
TAM Enterprises
May 25, 2022

Downing Park Drainage, Newburgh NY
Proposal #P22_0727

11. A cancellation charge, equal to half-day unit rate (4 hour minimum), will be charged if the scheduled ADVANCE personnel are en route to jobsite, provided and are not utilized, or cannot perform their work because of weather conditions, site conditions, and/or forces beyond their control.
12. While traveling to and from project site, if Advance Testing technician encounters traffic conditions out of our control that results in additional travel time beyond expected average commute to project site, this additional travel time will be billed.
13. Weekend and holiday cancellation charge will be billed at the applicable full-day rate.
14. Parking fees will be charged separately at cost.
15. Reimbursable expenses shall include transportation and per diem expense for out-of-town work, special delivery services, and unusual reproduction expenses.
16. CLIENT is responsible for notifying ADVANCE of all requested testing and inspection services at least 24 hours prior to the date such services are required, as well as for re-inspection of all non-conforming items.
17. ADVANCE reserves the right to adjust the rates quoted herein if this agreement is not approved and returned by the CLIENT within 30 days.
18. The rates used in this proposal are valid for one (1) year from date of issuance.
19. Professional Engineering services will be invoiced at \$ 195.00 per hour subject to adjustment as provided herein.
20. Free and clear access to the work must be provided to ADVANCE personnel by the CLIENT. The CLIENT represents that it has the full legal right, as an owner, tenant, contractor or representative of such party to engage ADVANCE for the services requested and to provide ADVANCE legal access to the premises in order to perform the services, and shall indemnify and hold harmless ADVANCE and its employees against all claims, loss, injury and damage including without limitation ADVANCE'S reasonable legal fees and costs in the event such representation is not true.
21. CLIENT agrees that a scanned and electronically stored version of this document may be employed for all purposes, and shall be admissible in any legal proceeding as if it were an original.
22. ADVANCE shall not be responsible for continuous or exhaustive inspection or testing, it being understood that ADVANCE shall conduct such inspections and testing in accordance with prevailing industry standards.
23. No party other than the CLIENT shall be entitled to rely or claim reliance on services performed by ADVANCE hereunder.
24. This document embodies the complete integration of the parties' agreement and all prior representations, promises and conditions are merged herein. This agreement may not be changed or modified except in a writing signed by both parties.

This AGREEMENT is effective on the last signed date.

TAM Enterprises
112 Hartley Road
Goshen, NY 10924

ADVANCE TESTING COMPANY, INC.
3348 Route 208
Campbell Hall, NY 10916

BY: _____
NAME: _____
TITLE: _____
DATE: _____

BY: _____
NAME: James P. Smith, Jr.
TITLE: President
DATE: _____



NYS DOT APPROVED

READY-MIX CONCRETE PROPOSAL AND ACCEPTANCE

Visit us on the web at: www.dicksconcrete.com

Proposal Submitted to TAM Enterprises Inc.	Phone (845) 294-8882	Fax (845) 294-8883	Date June 28.2022
Street Address 114 Hartley Road	Job Name Downing Park		
City, State, & Zip Code Goshen, New York 10924	Job Location Newburgh-New York		

We propose to furnish you the following materials and/or services for use in the above-stated job.

Price Effective: June 28, 2022 Expires: July 28, 2022 Terms: Net 30
Upon Credit Approval

[illegible]

"WHEN QUALITY COUNTS, YOU CAN COUNT ON US!"

ORDERS CANCELLED WITHIN 24 HOURS OF LOAD TIME ARE SUBJECT TO A CANCELLATION FEE.

ADDITIONAL ITEMS

Winter Concrete.....	\$10.00 cy.	1% Calcium.....	\$3.75 cy.	3/8" Stone Mixes.....	\$7.00 cy.
Saturday or Holiday.....	\$7.00 cy.	2% Calcium.....	\$5.50 cy.	Pump Mixes.....	\$2.00 cy.
Non-Air Mixes.....	\$2.00 cy.	Plastol 5000 MRWR Dosage.....	\$5.00 cy.	Extra Cement.....	\$0.07 lb.
Retarder.....	\$3.00 cy.	Plastol 5000 HRWR Dosage.....	\$10.00 cy.	Excessive Unloading Time.....	\$90.00 hr.
Ice.....	\$.55 lb.	Lightweight Mixes	\$50.00 cy.	(after 6 minutes per yard)	
1% Non-Chloride Accelerator.....	\$6.00 cy.	Micro Fibers (1 lbs.)	\$7.50 cy.	Late Delivery(after 3:00pm).....	\$50.00 ld.
2% Non-Chloride Accelerator.....	\$12.00 cy.	Macro Fibers (1 lbs.)	\$8.00 cy.	Late Cancellation Fee ...	\$500.00 minimum
Sullivan County (above exit 107)	\$100.00 ld.	West Point	\$250.00 ld.	Ulster County	\$40.00 ld.
Sullivan County (above exit 112)	\$60.00 ld.	Rockland County	\$250.00 ld.	Dutchess County	\$70.00 ld.
Extended Orange County	\$60.00 ld.	New Jersey	\$100.00 ld.	Pennsylvania	\$100.00 ld.
SHORT LOADS: 1 - 5 1/2 CUBIC YARDS		LOCAL: \$150.00 PER LOAD		OUT OF AREA: \$200.00 PER LOAD	

ADEQUATE ACCESS TO POINT OF DELIVERY IS THE RESPONSIBILITY OF THE CUSTOMER

SIGNED PROPOSAL MUST BE RETURNED TO DICK'S CONCRETE TO ENSURE PRICING

ACCEPTED BY (Print): _____
ACCEPTED BY (Sign): _____
DATE: _____

BY: Eric Boyajian (845) 645-8180
DATE: June 28, 2022
Dick's Concrete Co., Inc.

PLEASE REVIEW THE ATTACHED TERMS AND CONDITIONS

QUOTED PRICES DO NOT INCLUDE APPLICABLE SALES TAXES



READY-MIX CONCRETE PROPOSAL AND ACCEPTANCE

Visit us on the web at: www.dicksconcrete.com

114

Proposal Submitted to TAM Enterprises Inc.	Phone (845) 294-8882	Fax (845) 294-8883	Date November 27, 2021
Street Address 114 Hartley Road	Job Name Fallsburg well 8		
City, State, & Zip Code Goshen, New York 10924	Job Location Fallsburg-New York		

We propose to furnish you the following materials and/or services for use in the above-stated job.

Price Effective: November 27, 2021

Expires: April 1, 2022

Terms: Net 30

Upon Credit Approval

[illegible]

"WHEN QUALITY COUNTS, YOU CAN COUNT ON US!"

ORDERS CANCELLED WITHIN 24 HOURS OF LOAD TIME ARE SUBJECT TO A CANCELLATION FEE.

ADDITIONAL ITEMS

Winter Concrete.....	\$10.00 cy.	1% Calcium.....	\$3.75 cy.	3/8" Stone Mixes.....	\$7.00 cy.
Saturday or Holiday.....	\$7.00 cy.	2% Calcium.....	\$5.50 cy.	Pump Mixes.....	\$2.00 cy.
Non-Air Mixes.....	\$2.00 cy.	Plastol 5000 MRWR Dosage.....	\$5.00 cy.	Extra Cement.....	\$0.07 lb.
Retarder.....	\$3.00 cy.	Plastol 5000 HRWR Dosage.....	\$10.00 cy.	Excessive Unloading Time.....	\$90.00 hr.
Ice.....	\$.55 lb.	Lightweight Mixes	\$50.00 cy.	(after 6 minutes per yard)	
1% Non-Chloride Accelerator.....	\$6.00 cy.	Micro Fibers (1 lbs.)	\$7.50 cy.	Late Delivery(after 3:00pm).....	\$50.00 ld.
2% Non-Chloride Accelerator.....	\$12.00 cy.	Macro Fibers (1 lbs.)	\$8.00 cy.	Late Cancellation Fee ...	\$500.00 minimum
Sullivan County (above exit 107)	\$100.00 ld.	West Point	\$250.00 ld.	Ulster County	\$40.00 ld.
Sullivan County (above exit 112)	\$60.00 ld.	Rockland County	\$250.00 ld.	Dutchess County	\$70.00 ld.
Extended Orange County	\$60.00 ld.	New Jersey	\$100.00 ld.	Pennsylvania	\$100.00 ld.
SHORT LOADS: 1 - 5 1/2 CUBIC YARDS		LOCAL: \$150.00 PER LOAD		OUT OF AREA: \$200.00 PER LOAD	

ADEQUATE ACCESS TO POINT OF DELIVERY IS THE RESPONSIBILITY OF THE CUSTOMER

SIGNED PROPOSAL MUST BE RETURNED TO DICK'S CONCRETE TO ENSURE PRICING

ACCEPTED BY (Print):

BY: Eric Boyajian (845) 645-8180

ACCEPTED BY (Sign): _____

DATE: November 27, 2021

DATE: _____

Dick's Concrete Co., Inc.

PLEASE REVIEW THE ATTACHED TERMS AND CONDITIONS

QUOTED PRICES DO NOT INCLUDE APPLICABLE SALES TAXES

A. ALPORT & SON, INC.
plumbing, heating & pump supplies

5337 State Route 42
PO Box 2003 * So. Fallsburg, NY 12779
845-434-7500 * Fax: 845-434-8668
www.alport.com

*** Invoice ***

SHIP TO: TAM ENTERPRISES INC
DOWNING PARK
DUBOIS TREET
NEWBURGH, NY 12550

SOLD TO: TAM ENTERPRISES INC
114 HARTLEY RD
GOSHEN, NY 10924

INVOICE # S1533039.001

INV DATE: 07/25/22
TERMS: NET 30 DAYS
ORD DATE: 07/25/22
ORDERED BY: CHAD
CUST PO: DOWNING PARK
Rel#:
SHIP VIA: BW BEST WAY
SALES BR: 1
SHIP BR: 1
SALESMAN: Dory Alport

Line	Description	Ordered	Shipped	UUnit	Price	Net
1	48" X 48" X 3'-10" CATCH BASIN CB 1892 *** Above not returnable ini **	1	1	E	2922.305	2922.31
2	48" X 48" X 2'-8" CATCH BASIN CB 1893 *** Above not returnable ini **	1	1	E	2109.674	2109.67
3	12" X 20' ADS N-12 PRO-LINK ULTRA PIPE WITH BELL JOINT ASTM F2648 (#12850020DW)	5	5	e	343.579	1717.89
4	ADS 12N1224N12 INSERT TEE 12" TO 24" N12	1	1	E	1315.789	1315.79

NO GOODS ACCEPTED FOR RETURN WITHOUT PERMISSION AND SUBJECT TO HANDLING & RESTOCKING CHARGES. GOODS FOUND DEFECTIVE IN MATERIAL OR WORKMANSHIP WILL BE REPLACED AND NO CLAIMS FOR LABOR OR OTHER CONSEQUENTIAL DAMAGES WILL BE ALLOWED. PAST DUE INVOICES SUBJECT TO 2% PER MONTH (ANNUAL RATE 24%) SERVICE CHARGE.

INVOICE #: S1533039.001 TAM ENTERPRISES INC
** PLEASE REMIT TO **
A ALPORT & SON INC
P O BOX 2003
S FALLSBURG, NY 12779
PHONE #: 845-434-7500
FAX #: 845-434-8668

SUBTOTAL	8065.66
SALES TAX	0.00
TOTAL	\$ 8065.66

Quality and Service for over 80 years and four generations!
NYS WBE Certified

g 10 lb. Hydraulic Cement

(178) Questions & Answers (32)



Hover Image to Zoom

781

\$18⁹⁸

- Super fast setting hydraulic cement - sets in 3 to 5 minutes
- Seals floor/wall & mortar joints and cracks & holes in masonry
- Stops active water leaks and anchors metal to masonry
- [View More Details](#)

Wallkill Store

✓ 20 in stock Aisle 04, Bay 027 [Text to Me](#)

How to Get It

Delivering to: 10940 | [Change](#)



Store Pickup

Pickup
Today

FREE



Ship to Home

Get it by
Fri, Aug 5

FREE



Scheduled Delivery

As soon as
Today

Starting at \$8.99

20 in stock at Wallkill
[Check Nearby Stores](#)

-

1

+

Add to Cart

— Or —

Buy now with **PayPal**

Share Print

Product Overview

Item #1 - Dubois St Storm Sewer

114 Hartley Road
Goshen NY 10924



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

Quote

Customer City of Newburgh
83 Broadway 4th Floor- Accts Payable
Newburgh NY 12550

Date Estimate #
07/29/2022 3193

PO #:

Description	Unit	Quantity	Rate	Amount
TM work - 7.20.22- install 12" HDPE across road				
Sup-Operator- Phil N.	Hourly	8.00	111.360	668.16 890.88
Operator- John S.	Hourly	8.00 6	111.360	668.16 890.88
Foreman- Dale L.	Hourly	8.00 6	111.360	668.16 890.88
Laborer- Willie Z.	Hourly	8.00 6	93.190	559.14 745.52
Flagger- Tom P.	Hourly	8.00 6	87.640	525.84 701.12
Flagger- Ryan M.	Hourly	8.00 6	87.640	525.84 701.12
Teamster- Hunter L.	Hourly	8.00 6	87.440	525.84 699.52
MATERIALS -				
Asphalt Tetz	TN	6.00	83.000	498.00
Item #4	TN	5.00	28.000	140.00
3/4 Stone	TN	14.00	28.000	392.00
EQUIPMENT -				
Kubata 80	Hourly	8.00 6	55.000	330.00 440.00
Road Saw	Hourly	8.00 6	45.000	270.00 360.00
Double Drum Trench Compactor	Hourly	8.00 6	50.000	300.00 400.00

\$9,389.68

Customer Signature _____

Accepted By : _____

Subtotal	\$11,913.74
Sales Tax:	0.00
Quote Total	\$11,913.74

\$9,389.68

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

www.tamenterprises.com

Service Quote

Continued...

Invoice#: 3193

Date: 07/29/2022

Description	Unit	Quantity	Rate	Amount
Tool Van	Hourly	8.00 6	120.000	720.00 960.00
Dump Truck	Hourly	8.00 6	60.000	360.00 480.00
Cat Loader	Hourly	8.00 6	55.000	330.00 440.00
Advanced tetsing - full day	LS	1.00	685.000	685.00
TAM OVERHEAD 5%	Lump Sum	1.00	515.750	515.75
TAM PROFIT 10%	Lump Sum	1.00	1083.070	1,083.07
Notes			OH&P @ 15% 1,224.74	

LABOR RATE WORKSHEET



Office of General Services

Design and Construction
AN ISO 9001:2008 CERTIFIED ORGANIZATION
Division of Cost Management, 39th Floor, Coming Tower
The Governor Nelson A. Rockefeller Empire State Plaza
Albany, New York 12242
Phone: (518) 473-6940

LABOR RATE WORKSHEET

Project No. _____

Contractor Name: _____	County: <u>Orange</u>	Date: _____
Address: _____		
Telephone Number: _____	Eff. Dates _____ to _____	Field order # _____ Change order # _____

LABOR RATE BREAKDOWN (For T&M only. Use a separate worksheet for each employee.)

{T&M Only} Item No.: _____	Notes _____	Trade: <u>Teamster-Group 4</u>
{T&M Only} Employee Name: _____		Union Local No.: <u>825</u>
{T&M Only} Social Security No.: _____		REGULAR BASE RATE _____ PREMIUM TIME BASE RATE _____ Multiplier 1.5 1.5

A. WAGE RATE PER HOUR

BENEFITS (* Identifies benefits paid directly to the Employee.)	*	% per hour	\$ per hour		
Vacation and Holiday			\$3.00 \$3.00		\$4.50 \$4.50
Health and Welfare			\$16.00 \$16.00		\$24.00 \$24.00
Pension			\$6.50 \$6.50		\$9.75 \$9.75
Annuity			\$6.00 \$6.00		\$9.00 \$9.00
Education / Apprentice Training			\$1.75 \$1.75		\$2.62 \$2.62
Supplemental Unemployment			\$1.00 \$1.00		\$1.50 \$1.50
Security Fund					
Industry Fund			\$0.15 \$0.15		\$0.23 \$0.23
Labor Management			\$2.25 \$2.25		\$3.38 \$3.38
Diff. in Benefits pay to Empl.	*	*	\$5.51 \$5.51		\$8.27 \$8.27

B. TOTAL BENEFITS PER HOUR

\$42.16 \$42.16 \$42.16 \$42.16 \$63.25 \$63.25

PAYROLL TAXES AND INSURANCE

F.I.C.A. / Social Security (up to the maximum required by law)
Medicare
Federal Unemployment (up to a maximum of \$56.00 per employee per year)
State Unemployment (up to 1st \$8,500 of base salary paid per employee per year)
Workers' Compensation **Code is required:** 6306 OGS 6306
Disability WC Classification: Sewer Constructi
Other _____

6.20 %	6.20	\$3.62 \$3.62
1.45 %	1.45	\$0.85 \$0.85
6.00 %	6.00	\$3.50 \$3.50
2.53 %	2.53	\$1.48 \$1.48
14.05 %	14.05	\$5.47 \$5.47
0.34 %	0.34	\$0.20 \$0.20
%		

C. TOTAL TAXES AND INSURANCE PER HOUR

☐ All benefits are paid directly to _____ Prem Time \$58.36 \$58.36 30.57 %
☒ Only benefits identified by * are paid directly to Employee. Reg Rate \$38.90 \$38.90 x 30.57 % = \$11.89 \$11.89 \$15.11 \$15.11

D. TOTAL LABOR RATE

(A + B + C) = \$87.44 \$87.44 \$128.44 \$128.44



READY-MIX CONCRETE PROPOSAL AND ACCEPTANCE

Visit us on the web at: www.dicksconcrete.com

113

Proposal Submitted to TAM Enterprises Inc.	Phone (845) 294-8882	Fax (845) 294-8883	Date November 27, 2021
Street Address 114 Hartley Road	Job Name Fallsburg well 8		
City, State, & Zip Code Goshen, New York 10924	Job Location Fallsburg-New York		

We propose to furnish you the following materials and/or services for use in the above-stated job.

Price Effective: November 27, 2021

Expires: April 1, 2022

Terms: Net 30

Upon Credit Approval

[illegible]

"WHEN QUALITY COUNTS, YOU CAN COUNT ON US!"

ORDERS CANCELLED WITHIN 24 HOURS OF LOAD TIME ARE SUBJECT TO A CANCELLATION FEE.

ADDITIONAL ITEMS

Winter Concrete.....	\$10.00 cy.	1% Calcium.....	\$3.75 cy.	3/8" Stone Mixes.....	\$7.00 cy.
Saturday or Holiday.....	\$7.00 cy.	2% Calcium.....	\$5.50 cy.	Pump Mixes.....	\$2.00 cy.
Non-Air Mixes.....	\$2.00 cy.	Plastol 5000 MRWR Dosage.....	\$5.00 cy.	Extra Cement.....	\$0.07 lb.
Retarder.....	\$3.00 cy.	Plastol 5000 HRWR Dosage.....	\$10.00 cy.	Excessive Unloading Time.....	\$90.00 hr.
Ice.....	\$.55 lb.	Lightweight Mixes	\$50.00 cy.	(after 6 minutes per yard)	
1% Non-Chloride Accelerator.....	\$6.00 cy.	Micro Fibers (1 lbs.)	\$7.50 cy.	Late Delivery(after 3:00pm).....	\$50.00 ld.
2% Non-Chloride Accelerator.....	\$12.00 cy.	Macro Fibers (1 lbs.)	\$8.00 cy.	Late Cancellation Fee ...	\$500.00 minimum
Sullivan County (above exit 107)	\$100.00 ld.	West Point	\$250.00 ld.	Ulster County	\$40.00 ld.
Sullivan County (above exit 112)	\$60.00 ld.	Rockland County	\$250.00 ld.	Dutchess County	\$70.00 ld.
Extended Orange County	\$60.00 ld.	New Jersey	\$100.00 ld.	Pennsylvania	\$100.00 ld.
SHORT LOADS: 1 - 5 1/2 CUBIC YARDS		LOCAL: \$150.00 PER LOAD		OUT OF AREA: \$200.00 PER LOAD	

ADEQUATE ACCESS TO POINT OF DELIVERY IS THE RESPONSIBILITY OF THE CUSTOMER

SIGNED PROPOSAL MUST BE RETURNED TO DICK'S CONCRETE TO ENSURE PRICING

ACCEPTED BY (Print): _____
ACCEPTED BY (Sign): _____
DATE: _____

BY: Eric Boyajian (845) 645-8180
DATE: November 27, 2021
Dick's Concrete Co., Inc.

PLEASE REVIEW THE ATTACHED TERMS AND CONDITIONS

QUOTED PRICES DO NOT INCLUDE APPLICABLE SALES TAXES



READY-MIX CONCRETE PROPOSAL AND ACCEPTANCE

Visit us on the web at: www.dicksconcrete.com

113

Proposal Submitted to TAM Enterprises Inc.	Phone (845) 294-8882	Fax (845) 294-8883	Date June 28.2022
Street Address 114 Hartley Road	Job Name Downing Park		
City, State, & Zip Code Goshen, New York 10924	Job Location Newburgh-New York		

We propose to furnish you the following materials and/or services for use in the above-stated job.

Price Effective: June 28, 2022 Expires: July 28, 2022 Terms: Net 30
Upon Credit Approval

[illegible]

"WHEN QUALITY COUNTS, YOU CAN COUNT ON US!"

ORDERS CANCELLED WITHIN 24 HOURS OF LOAD TIME ARE SUBJECT TO A CANCELLATION FEE.

ADDITIONAL ITEMS

Winter Concrete.....	\$10.00 cy.	1% Calcium.....	\$3.75 cy.	3/8" Stone Mixes.....	\$7.00 cy.
Saturday or Holiday.....	\$7.00 cy.	2% Calcium.....	\$5.50 cy.	Pump Mixes.....	\$2.00 cy.
Non-Air Mixes.....	\$2.00 cy.	Plastol 5000 MRWR Dosage.....	\$5.00 cy.	Extra Cement.....	\$0.07 lb.
Retarder.....	\$3.00 cy.	Plastol 5000 HRWR Dosage.....	\$10.00 cy.	Excessive Unloading Time.....	\$90.00 hr
Ice.....	\$.55 lb.	Lightweight Mixes	\$50.00 cy.	(after 6 minutes per yard)	
1% Non-Chloride Accelerator.....	\$6.00 cy.	Micro Fibers (1 lbs.)	\$7.50 cy.	Late Delivery(after 3:00pm).....	\$50.00 ld
2% Non-Chloride Accelerator.....	\$12.00 cy.	Macro Fibers (1 lbs.)	\$8.00 cy.	Late Cancellation Fee ...	\$500.00 minimum
Sullivan County (above exit 107)	\$100.00 ld.	West Point	\$250.00 ld.	Ulster County	\$40.00 ld
Sullivan County (above exit 112)	\$60.00 ld.	Rockland County	\$250.00 ld.	Dutchess County	\$70.00 ld
Extended Orange County	\$60.00 ld.	New Jersey	\$100.00 ld.	Pennsylvania	\$100.00 ld
SHORT LOADS: 1 - 5 1/2 CUBIC YARDS		LOCAL: \$150.00 PER LOAD		OUT OF AREA: \$200.00 PER LOAD	

ADEQUATE ACCESS TO POINT OF DELIVERY IS THE RESPONSIBILITY OF THE CUSTOMER

SIGNED PROPOSAL MUST BE RETURNED TO DICK'S CONCRETE TO ENSURE PRICING

ACCEPTED BY (Print): _____
ACCEPTED BY (Sign): _____
DATE: _____

BY: Eric Boyajian (845) 645-8180
DATE: June 28, 2022
Dick's Concrete Co., Inc.

PLEASE REVIEW THE ATTACHED TERMS AND CONDITIONS

QUOTED PRICES DO NOT INCLUDE APPLICABLE SALES TAXES



~RATES~

Manpower & Equipment		Regular Time	Regular Time	Regular Time	OVERTIME	OVERTIME
		Hourly Rate	4 Hr Min	8 Hr Day	Hourly Rate	4 Hr Min
VacCon (\$110.00/hr)	w/ Op.	\$250.00	\$1,000.00	\$2,000.00	\$320.00	\$1,280.00
	w/Op. & Lab.	\$375.00	\$1,500.00	\$3,000.00	\$507.50	\$2,030.00
HydroExcavator (\$175.00/hr)	w/ Op.	\$315.00	\$1,260.00	\$2,520.00	\$385.00	\$1,540.00
	w/ Op. & Lab.	\$440.00	\$1,760.00	\$3,520.00	\$572.50	\$2,290.00
Mechanic/Tool Truck (\$120.00/hr)	w/ Op.	\$255.00	\$1,020.00	\$2,040.00	\$322.50	\$1,290.00
	w/ Op. & Lab.	\$380.00	\$1,520.00	\$3,040.00	\$510.00	\$2,040.00
Camera/TV Truck (\$90.00/hr)	w/ Op.	\$230.00	\$920.00	\$1,840.00	\$300.00	\$1,200.00
	w/ Op. & Lab.	\$355.00	\$1,420.00	\$2,840.00	\$487.50	\$1,950.00
Backhoe (\$50.00/hr)	w/ Operator	\$190.00	\$760.00	\$1,520.00	\$260.00	\$1,040.00
Loader (\$55.00/hr)	w/ Operator	\$195.00	\$780.00	\$1,560.00	\$265.00	\$1,060.00
SkidSteer (\$45.00/hr)	w/ Operator	\$185.00	\$740.00	\$1,480.00	\$255.00	\$1,020.00
Mini Exc.- Bobcat 60, 85 (\$55.00/hr)	w/ Operator	\$195.00	\$780.00	\$1,560.00	\$265.00	\$1,060.00
Excavator- CAT315 (\$65.00/hr)	w/ Operator	\$205.00	\$820.00	\$1,640.00	\$275.00	\$1,100.00
Excavator- PC200 (\$90.00/hr)	w/ Operator	\$230.00	\$920.00	\$1,840.00	\$300.00	\$1,200.00
Excavator- CAT335 (\$155.00/hr)	w/ Operator	\$340.00	\$1,360.00	\$2,720.00	\$432.50	\$1,730.00
Excavator - CAT321 w/ Bucket (\$130/hr)	w/ Operator	\$270.00	\$1,080.00	\$2,160.00	\$340.00	\$1,360.00
Excavator - CAT321 w/ Hammer (\$205/hr)	w/ Operator	\$345.00	\$1,380.00	\$2,760.00	\$415.00	\$1,660.00
Excavator - CAT321 w/ Sheet Pounder (\$220/hr)	w/ Operator	\$360.00	\$1,440.00	\$2,880.00	\$430.00	\$1,720.00
Bulldozer- CAT D-5, JD 650 (\$55.00/hr)	w/ Operator	\$195.00	\$780.00	\$1,560.00	\$265.00	\$1,060.00
Single Axle- Dump Truck (Non P Rate)	w/ Driver	\$95.00	\$380.00	\$760.00	\$142.50	\$570.00
TriAxle- Dump Truck (P Rate) 60.00	w/ Driver	\$150.00	\$600.00	\$1,200.00	\$225.00	\$900.00
TriAxle- Dump Truck (Non P Rate)	w/ Driver	\$105.00	\$420.00	\$840.00	\$157.50	\$630.00
Roll Off Truck (P rate)	w/ Driver	\$145.00	\$580.00	\$1,160.00	\$217.50	\$870.00
Roll Off Truck (Non P Rate)	w/ Driver	\$105.00	\$420.00	\$840.00	\$157.50	\$630.00
Off Road- Dump Truck	w/ Operator	\$60.00	\$240.00	\$480.00	\$90.00	\$360.00
Hino	w/ Driver	\$85.00	\$340.00	\$680.00	\$100.00	\$400.00
Low Boy	w/ Driver	\$175.00	\$700.00	\$1,400.00	\$235.00	\$940.00
Tanker Truck (\$55.00/hr)	w/ Operator	\$195.00	\$780.00	\$1,560.00	\$265.00	\$1,060.00
Sweeper (\$50.00/hr)	w/ Operator	\$190.00	\$760.00	\$1,520.00	\$240.00	\$960.00
Paving Roller (\$40 / hour)	w/ Operator	\$180.00	\$720.00	\$1,440.00	\$250.00	\$900.00
Paver (\$50/ hour)	w/ Operator	\$190.00	\$760.00	\$1,520.00	\$260.00	\$1,040.00
Lull (\$50 / hour)	w/ Operator	\$190.00	\$760.00	\$1,520.00	\$260.00	\$1,040.00
Manlift (\$50/ hour)	w/ Operator	\$190.00	\$760.00	\$1,520.00	\$260.00	\$1,040.00
Dirt Roller (\$50 / hour)	w/ Operator	\$180.00	\$720.00	\$1,440.00	\$250.00	\$1,000.00
Control Specialist		\$155.00	\$620.00	\$1,240.00	\$232.50	\$930.00
Mechanic		\$135.00	\$540.00	\$1,080.00	\$202.50	\$810.00
Operator		\$140.00	\$560.00	\$1,120.00	\$210.00	\$840.00
Laborer		\$125.00	\$500.00	\$1,000.00	\$187.50	\$750.00
Electrician		\$130.00	\$520.00	\$1,040.00	\$195.00	\$780.00
Welder		\$130.00	\$520.00	\$1,040.00	\$195.00	\$780.00
Foreman		\$135.00	\$540.00	\$1,080.00	\$202.50	\$810.00
Supervisor		\$155.00	\$620.00	\$1,240.00	\$232.50	\$930.00
Carpenter		\$135.00	\$540.00	\$1,080.00	\$202.50	\$810.00
PickUp Truck w/Fuel Tank		\$40.00	\$160.00	\$320.00	\$40.00	\$160.00
Root Cutter		\$110.00	\$440.00	\$880.00	\$110.00	\$440.00
Diesel Fuel		\$5.00	per gallon			
SERVICE CALLS		Residential	OT	Commercial	OT	
Snake Line		\$300.00	\$450.00	\$400.00	\$550.00	
Jem Jet		\$350.00	\$550.00	\$500.00	\$850.00	
Push Camera		\$300.00	\$450.00	\$400.00	\$550.00	
		\$125/hr after 1st hr				
DISPOSAL FEE'S						
Sludge		\$.19/gallon + tanker				
Grease		\$.75/gallon + tanker				
Oily Water		\$1.25/gallon + tanker				
Dry Sludge/Grit		\$275.00/ton + roll off/tractor trailer				
Construction Debris		\$150.00/ton + roll off				
DAY RATES						
Dumpster		\$44 + delivery & pickup				
Frac Tank		\$60 + delivery & pickup				
Light Tower		\$175				
Confined Space Entry Trailer		\$975				
Shoring Box		\$500				
Xtra Hose & Laborer		\$1,100				
Road Plate		\$150				
WEEKLY RATES						
Storage Box		\$110				
Generator/Pump		2750 + Setup				

* 4 Hour Minimum

** 4+ hrs= Full Day

114 Hartley Road
Goshen NY 10924



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

Quote

Customer City of Newburgh
83 Broadway 4th Floor- Accts Payable
Newburgh NY 12550

Date Estimate #
07/29/2022 3194

PO #:

Description	Unit	Quantity	Rate	Amount
TM work - 7.21.22 - additional paving				
Sup.- Operator A- Phil N.	Hourly	8.00	111.360	890.88
Operator- John S.	Hourly	8.00	111.360	890.88
Foreman- Dale L.	Hourly	8.00	111.360	890.88
Laborer- Steve L.	Hourly	8.00	93.190	745.52
Laborer- Willie z.	Hourly	8.00	93.190	745.52
Flagger- Tom P.	Hourly	8.00	87.640	701.12
Flagger- Ryan M.	Hourly	8.00	87.640	701.12
Vac Operator- John R.	Hourly	8.00	111.360	890.88
Vac Operator- Steve D.	Hourly	8.00	111.360	890.88
Teamster- Hunter L.	Hourly	8.00	87.870	702.96
MATERIALS-				
Asphalt- Tetz	Ton	2.00	83.000	166.00
Item #4	Ton	6.00	28.000	168.00
3/4 Stone	Ton	12.00	28.000	336.00
EQUIPMENT				
Kubata 80 Excavator	Hourly	8.00	55.000	440.00

Customer Signature _____

Accepted By : _____

Subtotal	\$13,760.48
Sales Tax:	0.00
Quote Total	\$13,760.48

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

www.tamenterprises.com

Service Quote

Continued...

Invoice#: 3194

Date: 07/29/2022

Description	Unit	Quantity	Rate	Amount
Vac Truck	Hourly	8.00	110.000	880.00
Dump Truck	Hourly	8.00	60.000	480.00
Road Saw	Hourly	8.00	45.000	360.00
Double Drum Trench Roller	Hourly	8.00	50.000	400.00
Advanced Testing	DAY	1.00	685.000	685.00
TAM OVERHEAD 5%	Lump Sum	1.00	598.282	598.28
TAM PROFIT 10%	Lump Sum	1.00	1196.564	1,196.56

Notes



~RATES~

Manpower & Equipment		Regular Time	Regular Time	Regular Time	OVERTIME	OVERTIME
		Hourly Rate	4 Hr Min	8 Hr Day	Hourly Rate	4 Hr Min
VacCon (\$110.00/hr)	w/ Op.	\$250.00	\$1,000.00	\$2,000.00	\$320.00	\$1,280.00
	w/Op. & Lab.	\$375.00	\$1,500.00	\$3,000.00	\$507.50	\$2,030.00
HydroExcavator (\$175.00/hr)	w/ Op.	\$315.00	\$1,260.00	\$2,520.00	\$385.00	\$1,540.00
	w/ Op. & Lab.	\$440.00	\$1,760.00	\$3,520.00	\$572.50	\$2,290.00
Mechanic/Tool Truck (\$120.00/hr)	w/ Op.	\$255.00	\$1,020.00	\$2,040.00	\$322.50	\$1,290.00
	w/ Op. & Lab.	\$380.00	\$1,520.00	\$3,040.00	\$510.00	\$2,040.00
Camera/TV Truck (\$90.00/hr)	w/ Op.	\$230.00	\$920.00	\$1,840.00	\$300.00	\$1,200.00
	w/ Op. & Lab.	\$355.00	\$1,420.00	\$2,840.00	\$487.50	\$1,950.00
Backhoe (\$50.00/hr)	w/ Operator	\$190.00	\$760.00	\$1,520.00	\$260.00	\$1,040.00
Loader (\$55.00/hr)	w/ Operator	\$195.00	\$780.00	\$1,560.00	\$265.00	\$1,060.00
SkidSteer (\$45.00/hr)	w/ Operator	\$185.00	\$740.00	\$1,480.00	\$255.00	\$1,020.00
Mini Exc.- Bobcat 60, 85 (\$55.00/hr)	w/ Operator	\$195.00	\$780.00	\$1,560.00	\$265.00	\$1,060.00
Excavator- CAT315 (\$65.00/hr)	w/ Operator	\$205.00	\$820.00	\$1,640.00	\$275.00	\$1,100.00
Excavator- PC200 (\$90.00/hr)	w/ Operator	\$230.00	\$920.00	\$1,840.00	\$300.00	\$1,200.00
Excavator- CAT335 (\$155.00/hr)	w/ Operator	\$340.00	\$1,360.00	\$2,720.00	\$432.50	\$1,730.00
Excavator - CAT321 w/ Bucket (\$130/hr)	w/ Operator	\$270.00	\$1,080.00	\$2,160.00	\$340.00	\$1,360.00
Excavator - CAT321 w/ Hammer (\$205/hr)	w/ Operator	\$345.00	\$1,380.00	\$2,760.00	\$415.00	\$1,660.00
Excavator - CAT321 w/ Sheet Pounder (\$220/hr)	w/ Operator	\$360.00	\$1,440.00	\$2,880.00	\$430.00	\$1,720.00
Bulldozer- CAT D-5, JD 650 (\$55.00/hr)	w/ Operator	\$195.00	\$780.00	\$1,560.00	\$265.00	\$1,060.00
Single Axle- Dump Truck (Non P Rate)	w/ Driver	\$95.00	\$380.00	\$760.00	\$142.50	\$570.00
TriAxle- Dump Truck (P Rate) 60.00	w/ Driver	\$150.00	\$600.00	\$1,200.00	\$225.00	\$900.00
TriAxle- Dump Truck (Non P Rate)	w/ Driver	\$105.00	\$420.00	\$840.00	\$157.50	\$630.00
Roll Off Truck (P rate)	w/ Driver	\$145.00	\$580.00	\$1,160.00	\$217.50	\$870.00
Roll Off Truck (Non P Rate)	w/ Driver	\$105.00	\$420.00	\$840.00	\$157.50	\$630.00
Off Road- Dump Truck	w/ Operator	\$60.00	\$240.00	\$480.00	\$90.00	\$360.00
Hino	w/ Driver	\$85.00	\$340.00	\$680.00	\$100.00	\$400.00
Low Boy	w/ Driver	\$175.00	\$700.00	\$1,400.00	\$235.00	\$940.00
Tanker Truck (\$55.00/hr)	w/ Operator	\$195.00	\$780.00	\$1,560.00	\$265.00	\$1,060.00
Sweeper (\$50.00/hr)	w/ Operator	\$190.00	\$760.00	\$1,520.00	\$240.00	\$960.00
Paving Roller (\$40 / hour)	w/ Operator	\$180.00	\$720.00	\$1,440.00	\$250.00	\$900.00
Paver (\$50/ hour)	w/ Operator	\$190.00	\$760.00	\$1,520.00	\$260.00	\$1,040.00
Lull (\$50 / hour)	w/ Operator	\$190.00	\$760.00	\$1,520.00	\$260.00	\$1,040.00
Manlift (\$50/ hour)	w/ Operator	\$190.00	\$760.00	\$1,520.00	\$260.00	\$1,040.00
Dirt Roller (\$50 / hour)	w/ Operator	\$180.00	\$720.00	\$1,440.00	\$250.00	\$1,000.00
Control Specialist		\$155.00	\$620.00	\$1,240.00	\$232.50	\$930.00
Mechanic		\$135.00	\$540.00	\$1,080.00	\$202.50	\$810.00
Operator		\$140.00	\$560.00	\$1,120.00	\$210.00	\$840.00
Laborer		\$125.00	\$500.00	\$1,000.00	\$187.50	\$750.00
Electrician		\$130.00	\$520.00	\$1,040.00	\$195.00	\$780.00
Welder		\$130.00	\$520.00	\$1,040.00	\$195.00	\$780.00
Foreman		\$135.00	\$540.00	\$1,080.00	\$202.50	\$810.00
Supervisor		\$155.00	\$620.00	\$1,240.00	\$232.50	\$930.00
Carpenter		\$135.00	\$540.00	\$1,080.00	\$202.50	\$810.00
PickUp Truck w/Fuel Tank		\$40.00	\$160.00	\$320.00	\$40.00	\$160.00
Root Cutter		\$110.00	\$440.00	\$880.00	\$110.00	\$440.00
Diesel Fuel		\$5.00	per gallon			
SERVICE CALLS		Residential	OT	Commercial	OT	
Snake Line		\$300.00	\$450.00	\$400.00	\$550.00	
Jem Jet		\$350.00	\$550.00	\$500.00	\$850.00	
Push Camera		\$300.00	\$450.00	\$400.00	\$550.00	
		\$125/hr after 1st hr				
DISPOSAL FEE'S						
Sludge		\$.19/gallon + tanker				
Grease		\$.75/gallon + tanker				
Oily Water		\$1.25/gallon + tanker				
Dry Sludge/Grit		\$275.00/ton + roll off/tractor trailer				
Construction Debris		\$150.00/ton + roll off				
DAY RATES						
Dumpster		\$44 + delivery & pickup				
Frac Tank		\$60 + delivery & pickup				
Light Tower		\$175				
Confined Space Entry Trailer		\$975				
Shoring Box		\$500				
Xtra Hose & Laborer		\$1,100				
Road Plate		\$150				
WEEKLY RATES						
Storage Box		\$110				
Generator/Pump		2750 + Setup				

* 4 Hour Minimum

** 4+ hrs= Full Day



**Office of
General Services**

Design and Construction

AN ISO 9001:2008 CERTIFIED ORGANIZATION

Division of Cost Management, 35th Floor, Conning Tower
The Governor Nelson A. Rockefeller Empire State Plaza
Albany, New York 12242

Phone (518) 473-6940

LABOR RATE WORKSHEET

Project No.

[illegible]



Office of General Services

Design and Construction
AN ISO 9001:2008 CERTIFIED ORGANIZATION
Division of Cost Management, 39th Floor, Coming Tower
The Governor Nelson A. Rockefeller Empire State Plaza
Albany, New York 12242
Phone: (518) 473-6940

LABOR RATE WORKSHEET

Project No. _____

Contractor Name: _____	County: <u>Orange</u>	Date: _____
Address: _____		
Telephone Number: _____	Eff. Dates _____ to _____	Field order # _____ Change order # _____

LABOR RATE BREAKDOWN (For T&M only. Use a separate worksheet for each employee.)

{T&M Only} Item No.: _____	Notes _____	Trade: <u>Teamster-Group 4</u>
{T&M Only} Employee Name: _____		Union Local No.: <u>825</u>
{T&M Only} Social Security No.: _____		REGULAR BASE RATE _____ PREMIUM TIME BASE RATE _____ Multiplier 1.5 1.5

A. WAGE RATE PER HOUR

BENEFITS (* Identifies benefits paid directly to the Employee.)	*	% per hour	\$ per hour				
Vacation and Holiday			\$3.00	\$3.00			\$4.50 \$4.50
Health and Welfare			\$16.00	\$16.00			\$24.00 \$24.00
Pension			\$6.50	\$6.50			\$9.75 \$9.75
Annuity			\$6.00	\$6.00			\$9.00 \$9.00
Education / Apprentice Training			\$1.75	\$1.75			\$2.62 \$2.62
Supplemental Unemployment			\$1.00	\$1.00			\$1.50 \$1.50
Security Fund							
Industry Fund			\$0.15	\$0.15			\$0.23 \$0.23
Labor Management			\$2.25	\$2.25			\$3.38 \$3.38
Diff. in Benefits pay to Empl.	*	*	\$5.51	\$5.51			\$8.27 \$8.27

B. TOTAL BENEFITS PER HOUR

\$42.16 \$42.16 \$42.16 \$42.16 \$63.25 \$63.25

PAYROLL TAXES AND INSURANCE

F.I.C.A. / Social Security (up to the maximum required by law)
Medicare
Federal Unemployment (up to a maximum of \$56.00 per employee per year)
State Unemployment (up to 1st \$8,500 of base salary paid per employee per year)
Workers' Compensation **Code is required:** 6306 OGS 6306
Disability WC Classification: Sewer Constructi
Other _____

6.20 %	6.20	\$3.62	\$3.62
1.45 %	1.45	\$0.85	\$0.85
6.00 %	6.00	\$3.50	\$3.50
2.53 %	2.53	\$1.48	\$1.48
14.05 %	14.05	\$5.47	\$5.47
0.34 %	0.34	\$0.20	\$0.20
%			

C. TOTAL TAXES AND INSURANCE PER HOUR

☐ All benefits are paid directly to _____ Prem Time \$58.36 \$58.36 30.57 %
☒ Only benefits identified by * are paid directly to Employee. Reg Rate \$38.90 \$38.90 x 30.57 % = \$11.89 \$11.89 \$15.11 \$15.11

D. TOTAL LABOR RATE

(A + B + C) = \$87.44 \$87.44 \$128.44 \$128.44

May 25, 2022

TAM Enterprises
112 Hartley Road
Goshen, NY 10924
Attention: Chad Young

Re: Downing Park Drainage, Newburgh NY

Dear Mr. Young,

On behalf of Advance Testing, I would like to thank you for giving us the opportunity to submit a proposal for the Downing Park Drainage project located in Newburgh, NY.

I have attached a fee schedule and contract for your review. If you have any questions or would like more information, please do not hesitate to contact me at (845) 496-1600 ext. 238 or email me at adimarco@advancetesting.com.

Thank you again for considering Advance Testing.

Sincerely,



Anthony DiMarco
Business Development Associate

Chad Young
TAM Enterprises
May 25, 2022

Downing Park Drainage, Newburgh NY
Proposal #P22_0727

FEE SCHEDULE

Technician Type*:	Half Day Rate	Full Day Rate
Soil Compaction Technician	\$ 370.00	\$ 685.00
Concrete** Technician	\$ 370.00	\$ 685.00

Other Services:	Rate
Professional Engineer (<i>if needed</i>), per hour	\$ 195.00

***Technician Notes:**

- Rate is per each inspector, Monday-Friday. Half day rate includes travel time, mileage, and up to four hours of time on site. Full day rate includes travel time, mileage, and up to eight hours of time on site. Overtime and Saturday rates will be charged at 1.5 times the regular rate. Sunday and Holiday rates will be charged at 2.0 times the regular rate. Any necessary travel/hotel/parking expenses will be billed to client at cost. Please call Advance Testing for all contracted inspection services 24 hours in advance.

****Concrete Notes:**

- In accordance with ACI 318-11 and ACI 301-10, Building Code Requirements for Structural Concrete, Advance Testing copies the concrete supplier on all concrete compressive strength results. If you would prefer that Advance Testing not send these results to the supplier, please inform Advance Testing of this preference in writing prior to the start of the project.
- Concrete cylinders are required to be picked up from the project site within 48 hours of being cast. Advance Testing will follow this procedure and pick up any cylinders cast within 48 hours, unless otherwise requested not to do so in writing. Cylinder pick-ups are invoiced at the noted sample pick-up rates as shown on the Fee Schedule.
- Except as otherwise required by the project specifications, Advance Testing will cast one set of cylinders per 50 yards³ of concrete placed.
- Advance Testing is not responsible for the mix design or for the QC/QA at the producer unless expressly set forth in Advance Testing's Scope of Work annexed hereto; or for the supplier or contractor's failure to comply with the design, the drawings and specifications, or applicable codes and standards; or for the contractor's means and methods of construction.
- This Fee Schedule is subject to the terms and conditions of the annexed Service Agreement, which is incorporated as if set forth fully herein.

Chad Young
TAM Enterprises
May 25, 2022

Downing Park Drainage, Newburgh NY
Proposal #P22_0727

FEE SCHEDULE

Sample Pick-up:	Per Trip
Sample Pick-up Charges (<i>as needed</i>)	\$95.00

Equipment:	Per Day
Density Gauge	\$ 80.00

Laboratory Testing:	Price Per Test
Soil Gradation Analysis	\$ 50.00
Wash Sieve Analysis	\$ 35.00
Full Standard or Modified Proctor Test for Soils (min. of 4 points)	\$ 190.00
Compressive Strength of Advance Testing-cast Concrete Cylinders	\$ 14.75
Compressive Strength of Client-cast Concrete Cylinders (incl. capping/sample prep)	\$ 16.50

**To indicate acceptance of this fee schedule for the above-mentioned project,
Please return a signed copy to our office via email or fax at your earliest convenience.**

Payment Terms: Advance Testing Company will prepare a bi-weekly bill which will set forth services rendered and other charges. The amount is due upon receipt of the bill. All amounts not paid within thirty (30) days after the invoice date shall bear an additional charge of one and one-half (1 ½) percent per month until paid.

Respectfully submitted by: Anthony DiMarco

Proposal Accepted and Work Authorized for: TAM Enterprises

Signature/Date

Name



READY-MIX CONCRETE PROPOSAL AND ACCEPTANCE

Visit us on the web at: www.dicksconcrete.com

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Proposal Submitted to TAM Enterprises Inc.	Phone (845) 294-8882	Fax (845) 294-8883	Date November 27, 2021
Street Address 114 Hartley Road	Job Name Fallsburg well 8		
City, State, & Zip Code Goshen, New York 10924	Job Location Fallsburg-New York		

We propose to furnish you the following materials and/or services for use in the above-stated job.

Price Effective: November 27, 2021

Expires: April 1, 2022

Terms: Net 30

Upon Credit Approval

[illegible]

"WHEN QUALITY COUNTS, YOU CAN COUNT ON US!"

ORDERS CANCELLED WITHIN 24 HOURS OF LOAD TIME ARE SUBJECT TO A CANCELLATION FEE.

ADDITIONAL ITEMS

Winter Concrete.....	\$10.00 cy.	1% Calcium.....	\$3.75 cy.	3/8" Stone Mixes.....	\$7.00 cy.
Saturday or Holiday.....	\$7.00 cy.	2% Calcium.....	\$5.50 cy.	Pump Mixes.....	\$2.00 cy.
Non-Air Mixes.....	\$2.00 cy.	Plastol 5000 MRWR Dosage.....	\$5.00 cy.	Extra Cement.....	\$0.07 lb.
Retarder.....	\$3.00 cy.	Plastol 5000 HRWR Dosage.....	\$10.00 cy.	Excessive Unloading Time.....	\$90.00 hr.
Ice.....	\$.55 lb.	Lightweight Mixes	\$50.00 cy.	(after 6 minutes per yard)	
1% Non-Chloride Accelerator.....	\$6.00 cy.	Micro Fibers (1 lbs.)	\$7.50 cy.	Late Delivery(after 3:00pm).....	\$50.00 ld.
2% Non-Chloride Accelerator.....	\$12.00 cy.	Macro Fibers (1 lbs.)	\$8.00 cy.	Late Cancellation Fee ...	\$500.00 minimum
Sullivan County (above exit 107)	\$100.00 ld.	West Point	\$250.00 ld.	Ulster County	\$40.00 ld.
Sullivan County (above exit 112)	\$60.00 ld.	Rockland County	\$250.00 ld.	Dutchess County	\$70.00 ld.
Extended Orange County	\$60.00 ld.	New Jersey	\$100.00 ld.	Pennsylvania	\$100.00 ld.
SHORT LOADS: 1 - 5 1/2 CUBIC YARDS		LOCAL: \$150.00 PER LOAD		OUT OF AREA: \$200.00 PER LOAD	

ADEQUATE ACCESS TO POINT OF DELIVERY IS THE RESPONSIBILITY OF THE CUSTOMER

SIGNED PROPOSAL MUST BE RETURNED TO DICK'S CONCRETE TO ENSURE PRICING

ACCEPTED BY (Print):

BY: Eric Boyajian (845) 645-8180

ACCEPTED BY (Sign): _____

DATE: November 27, 2021

DATE: _____

Dick's Concrete Co., Inc.

PLEASE REVIEW THE ATTACHED TERMS AND CONDITIONS

QUOTED PRICES DO NOT INCLUDE APPLICABLE SALES TAXES



NYS DOT APPROVED

READY-MIX CONCRETE PROPOSAL AND ACCEPTANCE

Visit us on the web at: www.dicksconcrete.com

Proposal Submitted to TAM Enterprises Inc.	Phone (845) 294-8882	Fax (845) 294-8883	Date June 28.2022
Street Address 114 Hartley Road	Job Name Downing Park		
City, State, & Zip Code Goshen, New York 10924	Job Location Newburgh-New York		

We propose to furnish you the following materials and/or services for use in the above-stated job.

Price Effective: June 28, 2022 Expires: July 28, 2022 Terms: Net 30
Upon Credit Approval

[illegible]

"WHEN QUALITY COUNTS, YOU CAN COUNT ON US!"

ORDERS CANCELLED WITHIN 24 HOURS OF LOAD TIME ARE SUBJECT TO A CANCELLATION FEE.

ADDITIONAL ITEMS

Winter Concrete.....	\$10.00 cy.	1% Calcium.....	\$3.75 cy.	3/8" Stone Mixes.....	\$7.00 cy.
Saturday or Holiday.....	\$7.00 cy.	2% Calcium.....	\$5.50 cy.	Pump Mixes.....	\$2.00 cy.
Non-Air Mixes.....	\$2.00 cy.	Plastol 5000 MRWR Dosage.....	\$5.00 cy.	Extra Cement.....	\$0.07 lb.
Retarder.....	\$3.00 cy.	Plastol 5000 HRWR Dosage.....	\$10.00 cy.	Excessive Unloading Time.....	\$90.00 hr.
Ice.....	\$.55 lb.	Lightweight Mixes	\$50.00 cy.	(after 6 minutes per yard)	
1% Non-Chloride Accelerator.....	\$6.00 cy.	Micro Fibers (1 lbs.)	\$7.50 cy.	Late Delivery(after 3:00pm).....	\$50.00 ld.
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Sullivan County (above exit 107)	\$100.00 ld.	West Point	\$250.00 ld.	Ulster County	\$40.00 ld.
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Extended Orange County	\$60.00 ld.	New Jersey	\$100.00 ld.	Pennsylvania	\$100.00 ld.
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ADEQUATE ACCESS TO POINT OF DELIVERY IS THE RESPONSIBILITY OF THE CUSTOMER

SIGNED PROPOSAL MUST BE RETURNED TO DICK'S CONCRETE TO ENSURE PRICING

ACCEPTED BY (Print): _____
ACCEPTED BY (Sign): _____
DATE: _____

BY: Eric Boyajian (845) 645-8180
DATE: June 28, 2022
Dick's Concrete Co., Inc.

PLEASE REVIEW THE ATTACHED TERMS AND CONDITIONS

QUOTED PRICES DO NOT INCLUDE APPLICABLE SALES TAXES

TETZ ASPHALT,LLC
130 CROTTY ROAD
MIDDLETOWN, NY 10941
MAIN OFFICE (845) 692-4486 FAX:(845) 692-6838

PLANT LOCATION:
63 CEMETERY ROAD
MIDDLETOWN, NY 10941
(845)344-4486

DATE: **7.14.2022**

CLIENT:

CONTACT: TONY_____

FAX # 845-294-8883

PROJECT LOCATION: GENERAL PRICING 22

We are pleased to quote you the following:

[illegible]

QUOTED PRICES DO NOT INCLUDE APPLICABLE SALES TAXES

ALL TAX EXEMPT JOBS MUST SUBMIT CORRECT EXEMPTION

CERTIFICATE WITHIN 90 DAYS. IF NOT THEN TAXES ARE TO BE PAID.

SPECIAL TERMS:

Due to the volatile asphalt market, unfortunately, we must reserve our right to pass any increase cost to you without notice.

PLEASE SIGN AND FAX BACK

ACCEPTED BY:

DATE: _____

WE ACCEPT CLEAN
Concrete & Asphalt
Materials for Recycle at our
Registered C & D Processing Facility

114 Hartley Road
Goshen NY 10924



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

Quote

Customer City of Newburgh
83 Broadway 4th Floor- Accts Payable
Newburgh NY 12550

Date Estimate #
07/29/2022 3195

PO #:

Description	Unit	Quantity	Rate	Amount
TM work- 7.22.2022 - break and dispose of rock				
Sup-Operator-Phil N.	Hourly	3.00	111.360	334.08
Foreman- Dale L.	Hourly	3.00	111.360	334.08
Laborer- Willie Z.	Hourly	3.00	93.190	279.57
Laborer- Steve L.	Hourly	3.00	93.190	279.57
Operator- John S.	Hourly	2.00	111.360	222.72
Teamster- Hunter L.	Hourly	2.00	93.190	186.38
EQUIPMENT				
Kubata 80 w/ Hammer	Hourly	4.00	55.000	220.00
Dump truck	Hourly	2.00	60.000	120.00
TAM OVERHEAD 5%	Lump Sum	1.00	98.820	98.82
TAM OVERHEAD 10%	Lump Sum	1.00	197.640	197.64

Notes

Customer Signature _____

Accepted By : _____

Subtotal	\$2,272.86
Sales Tax:	0.00
Quote Total	\$2,272.86

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

www.tamenterprises.com



~RATES~

Manpower & Equipment		Regular Time	Regular Time	Regular Time	OVERTIME	OVERTIME
		Hourly Rate	4 Hr Min	8 Hr Day	Hourly Rate	4 Hr Min
VacCon (\$110.00/hr)	w/ Op.	\$250.00	\$1,000.00	\$2,000.00	\$320.00	\$1,280.00
	w/Op. & Lab.	\$375.00	\$1,500.00	\$3,000.00	\$507.50	\$2,030.00
HydroExcavator (\$175.00/hr)	w/ Op.	\$315.00	\$1,260.00	\$2,520.00	\$385.00	\$1,540.00
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	w/ Op. & Lab.	\$380.00	\$1,520.00	\$3,040.00	\$510.00	\$2,040.00
Camera/TV Truck (\$90.00/hr)	w/ Op.	\$230.00	\$920.00	\$1,840.00	\$300.00	\$1,200.00
	w/ Op. & Lab.	\$355.00	\$1,420.00	\$2,840.00	\$487.50	\$1,950.00
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Mini Exc.- Bobcat 60, 85 (\$55.00/hr)	w/ Operator	\$195.00	\$780.00	\$1,560.00	\$265.00	\$1,060.00
Excavator- CAT315 (\$65.00/hr)	w/ Operator	\$205.00	\$820.00	\$1,640.00	\$275.00	\$1,100.00
Excavator- PC200 (\$90.00/hr)	w/ Operator	\$230.00	\$920.00	\$1,840.00	\$300.00	\$1,200.00
Excavator- CAT335 (\$155.00/hr)	w/ Operator	\$340.00	\$1,360.00	\$2,720.00	\$432.50	\$1,730.00
Excavator - CAT321 w/ Bucket (\$130/hr)	w/ Operator	\$270.00	\$1,080.00	\$2,160.00	\$340.00	\$1,360.00
Excavator - CAT321 w/ Hammer (\$205/hr)	w/ Operator	\$345.00	\$1,380.00	\$2,760.00	\$415.00	\$1,660.00
Excavator - CAT321 w/ Sheet Pounder (\$220/hr)	w/ Operator	\$360.00	\$1,440.00	\$2,880.00	\$430.00	\$1,720.00
Bulldozer- CAT D-5, JD 650 (\$55.00/hr)	w/ Operator	\$195.00	\$780.00	\$1,560.00	\$265.00	\$1,060.00
Single Axle- Dump Truck (Non P Rate)	w/ Driver	\$95.00	\$380.00	\$760.00	\$142.50	\$570.00
TriAxle- Dump Truck (P Rate) 60.00	w/ Driver	\$150.00	\$600.00	\$1,200.00	\$225.00	\$900.00
TriAxle- Dump Truck (Non P Rate)	w/ Driver	\$105.00	\$420.00	\$840.00	\$157.50	\$630.00
Roll Off Truck (P rate)	w/ Driver	\$145.00	\$580.00	\$1,160.00	\$217.50	\$870.00
Roll Off Truck (Non P Rate)	w/ Driver	\$105.00	\$420.00	\$840.00	\$157.50	\$630.00
Off Road- Dump Truck	w/ Operator	\$60.00	\$240.00	\$480.00	\$90.00	\$360.00
Hino	w/ Driver	\$85.00	\$340.00	\$680.00	\$100.00	\$400.00
Low Boy	w/ Driver	\$175.00	\$700.00	\$1,400.00	\$235.00	\$940.00
Tanker Truck (\$55.00/hr)	w/ Operator	\$195.00	\$780.00	\$1,560.00	\$265.00	\$1,060.00
Sweeper (\$50.00/hr)	w/ Operator	\$190.00	\$760.00	\$1,520.00	\$240.00	\$960.00
Paving Roller (\$40 / hour)	w/ Operator	\$180.00	\$720.00	\$1,440.00	\$250.00	\$900.00
Paver (\$50/ hour)	w/ Operator	\$190.00	\$760.00	\$1,520.00	\$260.00	\$1,040.00
Lull (\$50 / hour)	w/ Operator	\$190.00	\$760.00	\$1,520.00	\$260.00	\$1,040.00
Manlift (\$50/ hour)	w/ Operator	\$190.00	\$760.00	\$1,520.00	\$260.00	\$1,040.00
Dirt Roller (\$50 / hour)	w/ Operator	\$180.00	\$720.00	\$1,440.00	\$250.00	\$1,000.00
Control Specialist		\$155.00	\$620.00	\$1,240.00	\$232.50	\$930.00
Mechanic		\$135.00	\$540.00	\$1,080.00	\$202.50	\$810.00
Operator		\$140.00	\$560.00	\$1,120.00	\$210.00	\$840.00
Laborer		\$125.00	\$500.00	\$1,000.00	\$187.50	\$750.00
Electrician		\$130.00	\$520.00	\$1,040.00	\$195.00	\$780.00
Welder		\$130.00	\$520.00	\$1,040.00	\$195.00	\$780.00
Foreman		\$135.00	\$540.00	\$1,080.00	\$202.50	\$810.00
Supervisor		\$155.00	\$620.00	\$1,240.00	\$232.50	\$930.00
Carpenter		\$135.00	\$540.00	\$1,080.00	\$202.50	\$810.00
PickUp Truck w/Fuel Tank		\$40.00	\$160.00	\$320.00	\$40.00	\$160.00
Root Cutter		\$110.00	\$440.00	\$880.00	\$110.00	\$440.00
Diesel Fuel		\$5.00	per gallon			
SERVICE CALLS		Residential	OT	Commercial	OT	
Snake Line		\$300.00	\$450.00	\$400.00	\$550.00	
Jem Jet		\$350.00	\$550.00	\$500.00	\$850.00	
Push Camera		\$300.00	\$450.00	\$400.00	\$550.00	
		\$125/hr after 1st hr				
DISPOSAL FEE'S						
Sludge		\$.19/gallon + tanker				
Grease		\$.75/gallon + tanker				
Oily Water		\$1.25/gallon + tanker				
Dry Sludge/Grit		\$275.00/ton + roll off/tractor trailer				
Construction Debris		\$150.00/ton + roll off				
DAY RATES						
Dumpster		\$44 + delivery & pickup				
Frac Tank		\$60 + delivery & pickup				
Light Tower		\$175				
Confined Space Entry Trailer		\$975				
Shoring Box		\$500				
Xtra Hose & Laborer		\$1,100				
Road Plate		\$150				
WEEKLY RATES						
Storage Box		\$110				
Generator/Pump		2750 + Setup				

* 4 Hour Minimum

** 4+ hrs= Full Day



**Office of
General Services**

Design and Construction

AN ISO 9001:2008 CERTIFIED ORGANIZATION

Division of Cost Management, 35th Floor, Corning Tower
The Governor Nelson A. Rockefeller Empire State Plaza
Albany, New York 12242

Phone (518) 473-6940

LABOR RATE WORKSHEET

Project No.

Contractor Name: _____		County: <u>Orange</u>	Date: _____
Address: _____			
Telephone Number: _____		Eff. Dates _____ to _____	Field order # _____ Change order # _____

LABOR RATE BREAKDOWN (For T&M only. Use a separate worksheet for each employee.)

Trade: Operator-A

Union Local No.: 825

REGULAR BASE
RATE

PREMIUM TIME	BASE RATE
0-10	1.00
11-20	1.10
21-30	1.20
31-40	1.30
41-50	1.40
51-60	1.50
61-70	1.60
71-80	1.70
81-90	1.80
91-100	1.90

Multiplier

15 15

A. WAGE RATE PER HOUR

[illegible]

B. TOTAL BENEFITS PER HOUR

PAYROLL TAXES AND INSURANCE

F.I.C.A. / Social Security (up to the maximums required by law)

Medicare

Federal Unemployment (up to a maximum of \$56.00 per employee per year)

State Unemployment (up to 1st \$8,500 of base salary paid per employee per year)

Workers' Compensation Code is required: 6306 OGS 6306

Disability WC Classification: Sewer Construction

Other

6.20 %	6.20	\$5.32	\$5.32
1.45 %	1.45	\$1.24	\$1.24
6.00 %	6.00	\$5.15	\$5.15
2.53 %	2.53	\$2.17	\$2.17
14.05 %	14.05	\$8.04	\$8.04
0.34 %	0.34	\$0.29	\$0.29
%			

C. TOTAL TAXES AND INSURANCE PER HOUR

☐ All benefits are paid directly to

Prem Time **\$85.83** \$85.83

30.57 %

☐ Only benefits identified by * are paid directly to Employee.

Reg Rate \$57.22 \$57.22

Y 30.57 %

	\$17.49	\$17.49
--	---------	---------

\$22.22 \$22.22

D. TOTAL LABOR RATE

(A + B + C) =	\$111.36	\$111.36	\$163.03	\$163.03
---------------	----------	---------------------	----------	---------------------

Item #3 - Paving and Site Restoration

114 Hartley Road
Goshen NY 10924



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

Quote

Customer City of Newburgh
83 Broadway 4th Floor- Accts Payable
Newburgh NY 12550

Date Estimate #
09/15/2022 3549

PO #:

Description	Unit	Quantity	Rate	Amount
T&M work- 08/01/2022 - Paving				
Sup- Phil N.	Hourly	8.00	111.360	890.88
Operator- John S.	Hourly	8.00	111.360	890.88
Foreman- Dale L.	Hourly	8.00	111.360	890.88
Laborer- Steve L.	Hourly	8.00	93.190	745.52
Laborer- Willie Z.	Hourly	8.00	93.190	745.52
Laborer- Tom P.	Hourly	8.00	93.190	745.52
Teamster- Adam H.	Hourly	8.00	87.440	699.52
MATERIALS				
Asphalt Tetz	TON	15.01	80.000	1,200.80
EQUIPMENT				
Kubata 80	Hourly	8.00	55.000	440.00
Dump Truck	Hourly	4.00	60.000	240.00
5 Ton Roller	Hourly	8.00	40.000	320.00
Tri Axle	Hourly	8.00	60.000	480.00
Tool Van	Hourly	8.00	120.000	960.00

\$7,615.12 out of LSCA#2
\$3,021.83 out of CO#8

Customer Signature _____

Accepted By : _____

Subtotal	\$10,636.95
Sales Tax:	0.00
Quote Total	\$10,636.95

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

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Service Quote

Continued...

Invoice#: 3549

Date: 09/15/2022

Description	Unit	Quantity	Rate	Amount
TAM OVERHEAD & PROFIT 15%	LS	1.00	1387.428	1,387.43

Notes

Remit To:

130 Crotty Road
 Middletown, NY 10941
 Office (845)692-4486 Fax (845)692-6838
 Ready Mix Concrete, Sand & Gravel


Plant Location:

63 Cemetery Road
 Middletown, NY 10940
 (845)344-4486

INVOICE	PAGE
46470	Page 1

SOLD TO: TAM ENTERPRISES, INC.
 D/B/A A PLUS MECHANICAL
 114 HARTLEY ROAD
 GOSHEN NY 10924

CUSTOMER NUMBER	DATE
TAM10	08/01/22

SHIP TO:

Donning Paul - # Extra *Chad ✓*

Customer PO	Job ID	Terms
9955	TAM	Net 30 Days

Ticket#	Date	Item Number	Description	U/M	Qty	Unit Price	Total
218932	08/01/22	1104R5D	TYPE 6F2 B	TN	15.01	80.00	1200.80
***** PRODUCT SUMMARY ***** PRODUCT QUANTITY U/M TYPE 6F2 B 15.01 TN							

EFFECTIVE JANUARY 1, 2022
 WE WILL IMPOSE A SURCHARGE OF 3.5% ON THE
 TRANSACTION AMOUNT WHEN PAYING WITH A CREDIT
 CARD. WE DO NOT SURCHARGE DEBIT CARDS.

Sub-Total	1200.80
Sales Tax- OR	97.57
Invoice Total	1298.37

LABOR RATE WORKSHEET

[illegible]



Office of General Services

Design and Construction

AN ISO 9001:2008 CERTIFIED ORGANIZATION

Division of Cost Management, 39th Floor, Corning Tower
The Governor Nelson A. Rockefeller Empire State Plaza
Albany, New York 12242

Phone (518) 473-6940

LABOR RATE WORKSHEET

Project No. _____

Contractor Name: _____		County: <u>Orange</u>	Date: _____
Address: _____			
Telephone Number: _____	Eff. Dates: _____ to _____	Field order # _____	
		Change order # _____	

LABOR RATE BREAKDOWN (For T&M only. Use a separate worksheet for each employee.)

(T&M Only) Item No.: _____		Notes: _____	Trade: <u>Teamster-Group 4</u>
(T&M Only) Employee Name: _____			Union Local No.: <u>825</u>
(T&M Only) Social Security No.: _____			REGULAR BASE RATE
			PREMIUM TIME BASE RATE
			Multiplier
			1.5 1.5

A. WAGE RATE PER HOUR				\$33.39	\$33.39	\$50.09	\$50.09
BENEFITS (* identifies benefits paid directly to the Employee.)	*	% per hour	\$ per hour				
Vacation and Holiday			\$3.00 \$3.00			\$4.50	\$4.50
Health and Welfare			\$16.00 \$16.00			\$24.00	\$24.00
Pension			\$6.50 \$6.50			\$9.75	\$9.75
Annuity			\$6.00 \$6.00			\$9.00	\$9.00
Education / Apprentice Training			\$1.75 \$1.75			\$2.62	\$2.62
Supplemental Unemployment			\$1.00 \$1.00			\$1.50	\$1.50
Security Fund							
Industry Fund			\$0.15 \$0.15			\$0.23	\$0.23
Labor Management			\$2.25 \$2.25			\$3.38	\$3.38
Diff. in Benefits pay to Empl.	*	*	\$5.51 \$5.51			\$8.27	\$8.27
B. TOTAL BENEFITS PER HOUR			\$42.16 \$42.16	\$42.16	\$42.16	\$63.25	\$63.25

PAYROLL TAXES AND INSURANCE							
F.I.C.A. / Social Security (up to the maximum required by law)		6.20 %	6.20			\$3.62	\$3.62
Medicare		1.45 %	1.45			\$0.85	\$0.85
Federal Unemployment (up to a maximum of \$50.00 per employee per year)		6.00 %	6.00			\$3.50	\$3.50
State Unemployment (up to 1st \$5,500 of base salary paid per employee per year)		2.53 %	2.53			\$1.48	\$1.48
Workers' Compensation Code is required: <u>6306</u> <u>OGS</u> <u>6306</u>		14.05 %	14.05			\$5.47	\$5.47
Disability WC Classification: <u>Sewer Constructi</u>		0.34 %	0.34			\$0.20	\$0.20
Other _____		%					

C. TOTAL TAXES AND INSURANCE PER HOUR							
☐ All benefits are paid directly to	Prem Time	<u>\$58.36</u>	<u>\$58.36</u>	30.57 %			
☒ Only benefits identified by * are paid directly to Employee.	Reg Rate	<u>\$38.90</u>	<u>\$38.90</u>	x 30.57 % =	<u>\$11.89</u>	<u>\$11.89</u>	<u>\$15.11</u>
D. TOTAL LABOR RATE	(A + B + C) =				\$87.44	\$87.44	\$128.44



~RATES~

Manpower & Equipment		Regular Time	Regular Time	Regular Time	OVERTIME	OVERTIME
		Hourly Rate	4 Hr Min	8 Hr Day	Hourly Rate	4 Hr Min
VacCON (\$110.00/hr)	w/ Op.	\$250.00	\$1,000.00	\$2,000.00	\$320.00	\$1,280.00
	w/Op. & Lab.	\$375.00	\$1,500.00	\$3,000.00	\$507.50	\$2,030.00
HydroExcavator (\$315.00/hr)	w/ Op.	\$315.00	\$1,260.00	\$2,520.00	\$385.00	\$1,540.00
	w/ Op. & Lab.	\$440.00	\$1,760.00	\$3,520.00	\$572.50	\$2,290.00
Mechanic/Tool Truck (\$120.00/hr)	w/ Op.	\$255.00	\$1,020.00	\$2,040.00	\$322.50	\$1,290.00
	w/ Op. & Lab.	\$380.00	\$1,520.00	\$3,040.00	\$510.00	\$2,040.00
Camera/TV Truck (\$90.00/hr)	w/ Op.	\$230.00	\$920.00	\$1,840.00	\$300.00	\$1,200.00
	w/ Op. & Lab.	\$355.00	\$1,420.00	\$2,840.00	\$487.50	\$1,950.00
Backhoe (\$50.00/hr)	w/ Operator	\$190.00	\$760.00	\$1,520.00	\$260.00	\$1,040.00
Loader (\$55.00/hr)	w/ Operator	\$195.00	\$780.00	\$1,560.00	\$265.00	\$1,060.00
SkidSteer (\$45.00/hr)	w/ Operator	\$185.00	\$740.00	\$1,480.00	\$255.00	\$1,020.00
Mini Exc. - Bobcat 60, 85 (\$55.00/hr)	w/ Operator	\$195.00	\$780.00	\$1,560.00	\$265.00	\$1,060.00
Excavator- CAT315 (\$65.00/hr)	w/ Operator	\$205.00	\$820.00	\$1,640.00	\$275.00	\$1,100.00
Excavator- PC200 (\$90.00/hr)	w/ Operator	\$230.00	\$920.00	\$1,840.00	\$300.00	\$1,200.00
Excavator- CAT335 (\$155.00/hr)	w/ Operator	\$340.00	\$1,360.00	\$2,720.00	\$432.50	\$1,730.00
Excavator - CAT322 w/ Bucket (\$130/hr)	w/ Operator	\$270.00	\$1,080.00	\$2,160.00	\$340.00	\$1,360.00
Excavator - CAT322 w/ Hammer (\$205/hr)	w/ Operator	\$345.00	\$1,380.00	\$2,760.00	\$415.00	\$1,660.00
Excavator - CAT322 w/ Sheet Pile (\$220/hr)	w/ Operator	\$360.00	\$1,440.00	\$2,880.00	\$430.00	\$1,720.00
Bulldozer- CAT D-5, JD 650 (\$55.00/hr)	w/ Operator	\$195.00	\$780.00	\$1,560.00	\$265.00	\$1,060.00
Single Axle- Dump Truck (Non P Rate)	w/ Driver	\$95.00	\$380.00	\$760.00	\$142.50	\$570.00
TriAxle- Dump Truck (P Rate) 60.00	w/ Driver	\$150.00	\$600.00	\$1,200.00	\$225.00	\$900.00
TriAxle- Dump Truck (Non P Rate)	w/ Driver	\$105.00	\$420.00	\$840.00	\$157.50	\$630.00
Roll Off Truck (P Rate)	w/ Driver	\$145.00	\$580.00	\$1,160.00	\$217.50	\$870.00
Roll Off Truck (Non P Rate)	w/ Driver	\$105.00	\$420.00	\$840.00	\$157.50	\$630.00
Off Road- Dump Truck	w/ Operator	\$60.00	\$240.00	\$480.00	\$90.00	\$360.00
Hino	w/ Driver	\$85.00	\$340.00	\$680.00	\$100.00	\$400.00
Low Boy	w/ Driver	\$175.00	\$700.00	\$1,400.00	\$235.00	\$940.00
Tanker Truck (\$55.00/hr)	w/ Operator	\$195.00	\$780.00	\$1,560.00	\$265.00	\$1,060.00
Sweeper (\$50.00/hr)	w/ Operator	\$190.00	\$760.00	\$1,520.00	\$240.00	\$960.00
Paving Roller (\$40 / hour)	w/ Operator	\$180.00	\$720.00	\$1,440.00	\$250.00	\$900.00
Paver (\$50/ hour)	w/ Operator	\$190.00	\$760.00	\$1,520.00	\$260.00	\$1,040.00
Lull (\$50 / hour)	w/ Operator	\$190.00	\$760.00	\$1,520.00	\$260.00	\$1,040.00
Manlift (\$50/ hour)	w/ Operator	\$190.00	\$760.00	\$1,520.00	\$260.00	\$1,040.00
Drift Roller (\$50 / hour)	w/ Operator	\$180.00	\$720.00	\$1,440.00	\$250.00	\$900.00
Control Specialist		\$155.00	\$620.00	\$1,240.00	\$232.50	\$930.00
Mechanic		\$135.00	\$540.00	\$1,080.00	\$202.50	\$810.00
Operator		\$140.00	\$560.00	\$1,120.00	\$210.00	\$840.00
Laborer		\$125.00	\$500.00	\$1,000.00	\$187.50	\$750.00
Electrician		\$130.00	\$520.00	\$1,040.00	\$195.00	\$780.00
Welder		\$130.00	\$520.00	\$1,040.00	\$195.00	\$780.00
Foreman		\$135.00	\$540.00	\$1,080.00	\$202.50	\$810.00
Supervisor		\$155.00	\$620.00	\$1,240.00	\$232.50	\$930.00
Carpenter		\$135.00	\$540.00	\$1,080.00	\$202.50	\$810.00
PickUp Truck w/Fuel Tank		\$40.00	\$160.00	\$320.00	\$40.00	\$160.00
Root Cutter		\$110.00	\$440.00	\$880.00	\$110.00	\$440.00
Diesel Fuel		\$5.00	per gallon			
SERVICE CALLS		Residential	OT	Commercial	OT	
Snake Line		\$300.00	\$450.00	\$400.00	\$550.00	
Jem Jet		\$350.00	\$550.00	\$500.00	\$850.00	
Push Camera		\$300.00	\$450.00	\$400.00	\$550.00	
		\$125/hr after 1st hr				
		DISPOSAL FEE'S				
Sludge			\$.19/gallon + tanker			
Grease			\$.75/gallon + tanker			
Oily Water			\$1.25/gallon + tanker			
Dry Sludge/Grit			\$275.00/ton + roll off/tractor trailer			
Construction Debris			\$150.00/ton + roll off			
		DAY RATES				
Dumpster		\$44 + delivery & pickup				
Frac Tank		\$60 + delivery & pickup				
Light Tower		\$175				
Confined Space Entry Trailer		\$975				
Shoring Box		\$500				
Xtra Hose & Laborer		\$1,100				
Road Plate		\$150				
		WEEKLY RATES				
Storage Box		\$110				
Generator/Pump		2750 + Setup				

* 4 Hour Minimum

** 4+ hrs= Full Day

Item #3 - Paving and Site Restoration

114 Hartley Road
Goshen NY 10924



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

Quote

Customer City of Newburgh
83 Broadway 4th Floor- Accts Payable
Newburgh NY 12550

Date Estimate #
09/15/2022 3551

PO #:

Description	Unit	Quantity	Rate	Amount
TM work- 08/02/22 - Replace Concrete & Landscape				
Sup- Phil N.	Hourly	8.00	111.360	890.88
Operator- John S	Hourly	5.00	111.360	556.80
Laborer- Tom P	Hourly	8.00	93.190	745.52
Laborer- Willie Z	Hourly	8.00	93.190	745.52
MATERIALS				
Roll Straw Mat	Roll	1.00	49.980	49.98
Seed	LBS	30.00	4.750	142.50
Screened Topsoil	Yard	6.00	25.000	150.00
Ready mix Concrete	BAG	20.00	5.970	119.40
EQUIPMENT				
Kubata 80	Hourly	5.00	55.000	275.00
Cat loader	Hourly	2.00	55.000	110.00
TAM OVERHEAD 15%	1	1.00	567.840	567.84

Customer Signature _____

Accepted By : _____

Subtotal	\$4,353.44
Sales Tax:	0.00
Quote Total	\$4,353.44

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

www.tamenterprises.com

Service Quote

Continued...

Invoice#: 3551

Date: 09/15/2022

Description

Unit

Quantity

Rate

Amount

Notes

LABOR RATE WORKSHEET

Project No.

Contractor Name: _____ County: Orange Date: _____
Address: _____
Telephone Number: _____ Eff. Dates _____ to _____ Field order # _____
Change order # _____

LABOR RATE BREAKDOWN (For T&M only. Use a separate worksheet for each employee.)

Trade: Operator-A

(T&M Only) Item No.:

Notes

Union Local No.: 825

(T&M Only) Employee Name:

STREET LIGHTS	325
REGULAR BASE	PREMIUM

(T&M Only) Social Security No.:

REGULAR BASE RATE	PREMIUM TIME BASE RATE
----------------------	---------------------------

Multiplier

1.5 1.5

A. WAGE RATE PER HOUR

B. BENEFITS PER HOUR					
BENEFITS (* Identifies benefits paid directly to the Employee.)	*	% per hour	\$ per hour		
Vacation and Holiday			\$3.00	\$3.00	\$4.50 \$4.50
Health and Welfare			\$16.00	\$16.00	\$24.00 \$24.00
Pension			\$6.50	\$6.50	\$9.75 \$9.75
Annuity			\$6.00	\$6.00	\$9.00 \$9.00
Education / Apprentices Training			\$1.75	\$1.75	\$2.62 \$2.62
Supplemental Unemployment			\$1.00	\$1.00	\$1.50 \$1.50
Security Fund					
Industry Fund			\$0.15	\$0.15	\$0.23 \$0.23
Labor Management			\$2.25	\$2.25	\$3.38 \$3.38
B. TOTAL BENEFITS PER HOUR			\$36.65	\$36.65	\$54.98 \$54.98

PAYROLL TAXES AND INSURANCE

F.I.C.A. / Social Security (up to the maximum required by law)

Medicare

Federal Unemployment (up to a maximum of \$56.00 per employee per year)

State Unemployment (up to 1st \$8,500 of base salary paid per employee per year)

Workers' Compensation Code is required: 6308 OGS 6308

Disability WC Classification: Sewer Construction

Other

TOTAL TAXES AND INSURANCE PER HOUR

☐ All benefits are paid directly toPrem Time **\$85.83** \$85.83

30.57 %

☐ Only benefits identified by * are paid directly to Employee.

Reg Rate	\$57.22	\$57.22
----------	---------	---------

30.57 %

$(A + B + C) =$	\$111.36	\$111.36	\$163.03	\$163.03
-----------------	----------	----------	----------	----------

JERSEY SEED, INC.

18B JULES LANE
NEW BRUNSWICK NJ 08901
732-247-3100 Fax 732-247-3514

SOLD TO:

ORDER NO.: 0070264
ORDER DATE: 6/1/2022
DATE SHIPPED:
CUSTOMER NO.:
CUSTOMER P.O.: X
212744

SALESPERSON:
SHIP TO: 0010

TAM ENTERPRISES
114 HARTLEY RD
GOSHEN NY 10924

SHIP VIA		F.O.B.		PREPAID	COLL	TERMS	
PICKUP		NEW BRUNSWICK				CREDIT CARD	
ORDERED	SHIPPED	UNIT	ITEM NO	DESCRIPTION		PRICE	AMOUNT
100		LB	/65100	SEED MIXTURE		4.75	475.00
				37899			
10		EACH	/95987	SINGLE NET STRAW 8X112.5		36.50	365.00
1		CASE	/95807	1,000-4"/CASE STAPLES		36.00	36.00
Jersey Seed Inc 18 Jules Lane Suite B New Brunswick, NJ 08901 (732) 247-3100 06/02/2022 7:49 Sale Trans #: 1 Batch #: 6 AMEX *****1353 Manual **/** AMOUNT: \$876.00							
SPECIAL INSTRUCTIONS				NET ORDER: 876.00 SALES TAX: 0.00 FREIGHT: 0.00 ORDER TOTAL: 876.00			

Jersey Seed Inc

18 Jules Lane
Suite B
New Brunswick, NJ 08901
(732) 247-3100

06/02/2022

7:49

Sale

Trans #: 1 Batch #: 6

AMEX Manual
*****1353 **/**

AMOUNT: \$876.00

Resp: AUTH/TKT 290317
Code: 290317
Ref #: 004756666901072
CID Rsp: M-CVD Matches
AVS Rsp: Z-Zip
Matches, Addr Doesn't

CUSTOMER COPY

4 ft. x 135 ft. Polypropylene Single Net Straw Erosion Control Blanket

★★★★☆ (48) Questions & Answers (12)



Hover Image to Zoom



\$49⁹⁸

- Made from weed-free agricultural straw for lasting use
- Perfectly holds grass seed in place and supports plant growth
- Prevents hillside erosion during rainfall
- [View More Details](#)

How to Get It

Delivering to: 10040 | [Change](#)



Ship to Store

Pickup
Jul 22 - Jul 25

FREE



Ship to Home

Get it by
Fri, Jul 22

FREE



Scheduled Delivery

Not available for this
item

We'll send up to 341 to WalMart for free pickup
[Change Store](#)

- 1 +

Add to Cart

— or —

Buy now with **PayPal**

Share Print

Frequently Bought Together



READY-MIX CONCRETE PROPOSAL AND ACCEPTANCE

Visit us on the web at: www.dicksconcrete.com

113

Proposal Submitted to TAM Enterprises Inc.	Phone (845) 294-8882	Fax (845) 294-8883	Date June 28th, 2022
Street Address 114 Hartley Road	Job Name Downing Park		
City, State, & Zip Code Goshen, New York 10924	Job Location Newburgh-New York		

Price Effective: June 28th, 2022

Expires: July 28th, 2022

Terms: Net 30

Upon Credit Approval

[illegible]

"WHEN QUALITY COUNTS, YOU CAN COUNT ON US!"

ORDERS CANCELLED WITHIN 24 HOURS OF LOAD TIME ARE SUBJECT TO A CANCELLATION FEE.

ADDITIONAL ITEMS

Winter Concrete.....	\$10.00 cy.	1% Calcium.....	\$3.75 cy.	3/8" Stone Mixes.....	\$7.00 cy.
Saturday or Holiday.....	\$7.00 cy.	2% Calcium.....	\$5.50 cy.	Pump Mixes.....	\$2.00 cy.
Non-Air Mixes.....	\$2.00 cy.	Plastol 5000 MRWR Dosage.....	\$5.00 cy.	Extra Cement.....	\$0.07 lb.
Retarder.....	\$3.00 cy.	Plastol 5000 HRWR Dosage.....	\$10.00 cy.	Excessive Unloading Time.....	\$90.00 hr
Ice.....	\$.55 lb.	Lightweight Mixes	\$50.00 cy.	(after 6 minutes per yard)	
1% Non-Chloride Accelerator.....	\$6.00 cy.	Micro Fibers (1 lbs.)	\$7.50 cy.	Late Delivery(after 3:00pm).....	\$50.00 ld
2% Non-Chloride Accelerator.....	\$12.00 cy.	Macro Fibers (1 lbs.)	\$8.00 cy.	Late Cancellation Fee ...	\$500.00 minimum
Sullivan County (above exit 107)	\$100.00 ld.	West Point	\$250.00 ld.	Ulster County	\$40.00 ld
Sullivan County (above exit 112)	\$60.00 ld.	Rockland County	\$250.00 ld.	Dutchess County	\$70.00 ld
Extended Orange County	\$60.00 ld.	New Jersey	\$100.00 ld.	Pennsylvania	\$100.00 ld
SHORT LOADS: 1 - 5 1/2 CUBIC YARDS		LOCAL: \$150.00 PER LOAD		OUT OF AREA: \$200.00 PER LOAD	

ADEQUATE ACCESS TO POINT OF DELIVERY IS THE RESPONSIBILITY OF THE CUSTOMER

SIGNED PROPOSAL MUST BE RETURNED TO DICK'S CONCRETE TO ENSURE PRICING

ACCEPTED BY (Print): _____
ACCEPTED BY (Sign): _____
DATE: _____

BY: Eric Boyajian (845) 645-8180
DATE: June 28th, 2022
Dick's Concrete Co., Inc.

PLEASE REVIEW THE ATTACHED TERMS AND CONDITIONS

QUOTED PRICES DO NOT INCLUDE APPLICABLE SALES TAXES



Customer Receipt

8/02/2022, 10:11 AM EDT

Sales Person IS636Z

Store Phone # (845) 561-6540

Store # 1250

Location 1220 ROUTE 300, NEWBURGH, NY 12550

Customer Information

GERALD TAGGART

(845) 294-8882

GERALD.R.TAGGART@GMAIL.COM

TAM ENTERPRISES

114 HARTLEY ROAD

GOSHEN, NY 10924



Order # H1250-254318

Receipt # 1250 00097 07647

PO / Job Name Downing Park Project

Carryout

Runner Name
GERALD TAGGART

Item Description	Model #	SKU #	Unit Price	Qty	Subtotal
01 Milwaukee SHOCKWAVE Impact Duty 2 in. T25 Torx Alloy Steel Screw Driver Bit (2-Pack)		1006140571	\$5.27 / each	1	\$5.27
02 Milwaukee SHOCKWAVE Impact Duty 2 in. T20 Torx Alloy Steel Screw Driver Bit (2-Pack)		406365	\$5.27 / each	1	\$5.27
03 SAKRETE 80 lb. Gray Concrete Mix		533829	\$5.97 / each	20	\$119.40
04 PALLET DEP		999835	\$20.00 / each	1	\$20.00

CARD needs copy

90 DAY RETURN POLICY. The Home Depot reserves the right to limit / deny returns. Please see the return policy sign in the stores for details.

Pro Xtra 2022

Member Statement (as of 08/01)

Visit ProXtra: https://www.homedepot.com/c/Pro_Xtra

Pro Xtra Spend

\$6,866.19

Pro Xtra Savings

\$46.00

Subtotal	\$149.94
Discounts	-\$0.00
Sales Tax	\$12.18
Order Total	\$162.12

Payment Method

American Express 1296

Charged \$162.12

Take a short survey for a chance TO WIN A \$5,000 Home Depot Gift Card. Entries must be completed within 14 days of purchase. Entrants must be 18 or older to enter. No Purchase necessary. See complete rules on www.homedepot.com/survey

User ID: GVM3 16833 15680

Password: 22402 15583



~RATES~

Manpower & Equipment		Regular Time	Regular Time	Regular Time	OVERTIME	OVERTIME
		Hourly Rate	4 Hr Min	8 Hr Day	Hourly Rate	4 Hr Min
VacCon (\$110.00/hr)	w/ Op.	\$250.00	\$1,000.00	\$2,000.00	\$320.00	\$1,280.00
	w/Op. & Lab.	\$375.00	\$1,500.00	\$3,000.00	\$507.50	\$2,030.00
HydroExcavator (\$315.00/hr)	w/ Op.	\$315.00	\$1,260.00	\$2,520.00	\$385.00	\$1,540.00
	w/ Op. & Lab.	\$440.00	\$1,760.00	\$3,520.00	\$572.50	\$2,290.00
Mechanic/Tool Truck (\$120.00/hr)	w/ Op.	\$255.00	\$1,020.00	\$2,040.00	\$322.50	\$1,290.00
	w/ Op. & Lab.	\$380.00	\$1,520.00	\$3,040.00	\$510.00	\$2,040.00
Camera/TV Truck (\$20.00/hr)	w/ Op.	\$230.00	\$920.00	\$1,840.00	\$300.00	\$1,200.00
	w/ Op. & Lab.	\$355.00	\$1,420.00	\$2,840.00	\$487.50	\$1,950.00
Backhoe (\$50.00/hr)	w/ Operator	\$190.00	\$760.00	\$1,520.00	\$260.00	\$1,040.00
Loader (\$55.00/hr)	w/ Operator	\$195.00	\$780.00	\$1,560.00	\$265.00	\$1,060.00
SkidSteer (\$45.00/hr)	w/ Operator	\$185.00	\$740.00	\$1,480.00	\$255.00	\$1,020.00
Mini Exc. - Bobcat 60, 85 (\$55.00/hr)	w/ Operator	\$195.00	\$780.00	\$1,560.00	\$265.00	\$1,060.00
Excavator- CAT315 (\$45.00/hr)	w/ Operator	\$205.00	\$820.00	\$1,640.00	\$275.00	\$1,100.00
Excavator- PC200 (\$20.00/hr)	w/ Operator	\$230.00	\$920.00	\$1,840.00	\$300.00	\$1,200.00
Excavator- CAT335 (\$155.00/hr)	w/ Operator	\$340.00	\$1,360.00	\$2,720.00	\$432.50	\$1,730.00
Excavator - CAT322 w/ Bucket (\$130/hr)	w/ Operator	\$270.00	\$1,080.00	\$2,160.00	\$340.00	\$1,360.00
Excavator - CAT322 w/ Hammer (\$285/hr)	w/ Operator	\$345.00	\$1,380.00	\$2,760.00	\$415.00	\$1,660.00
Excavator - CAT322 w/ Sheet Pile (\$225/hr)	w/ Operator	\$360.00	\$1,440.00	\$2,880.00	\$430.00	\$1,720.00
Bulldozer- CAT D-5, JD 650 (\$55.00/hr)	w/ Operator	\$195.00	\$780.00	\$1,560.00	\$265.00	\$1,060.00
Single Axle- Dump Truck (Non P Rate)	w/ Driver	\$95.00	\$380.00	\$760.00	\$142.50	\$570.00
TriAxle- Dump Truck (P Rate) 60.00	w/ Driver	\$150.00	\$600.00	\$1,200.00	\$225.00	\$900.00
TriAxle- Dump Truck (Non P Rate)	w/ Driver	\$105.00	\$420.00	\$840.00	\$157.50	\$630.00
Roll Off Truck (P Rate)	w/ Driver	\$145.00	\$580.00	\$1,160.00	\$217.50	\$870.00
Roll Off Truck (Non P Rate)	w/ Driver	\$105.00	\$420.00	\$840.00	\$157.50	\$630.00
Off Road- Dump Truck	w/ Operator	\$60.00	\$240.00	\$480.00	\$90.00	\$360.00
Hino	w/ Driver	\$85.00	\$340.00	\$680.00	\$100.00	\$400.00
Low Boy	w/ Driver	\$175.00	\$700.00	\$1,400.00	\$235.00	\$940.00
Tanker Truck (\$55.00/hr)	w/ Operator	\$195.00	\$780.00	\$1,560.00	\$265.00	\$1,060.00
Sweeper (\$50.00/hr)	w/ Operator	\$190.00	\$760.00	\$1,520.00	\$240.00	\$960.00
Paving Roller (\$40 / hour)	w/ Operator	\$180.00	\$720.00	\$1,440.00	\$250.00	\$900.00
Paver (\$50/ hour)	w/ Operator	\$190.00	\$760.00	\$1,520.00	\$260.00	\$1,040.00
Lull (\$50 / hour)	w/ Operator	\$190.00	\$760.00	\$1,520.00	\$260.00	\$1,040.00
Manlift (\$50/ hour)	w/ Operator	\$190.00	\$760.00	\$1,520.00	\$260.00	\$1,040.00
Dirt Roller (\$50 / hour)	w/ Operator	\$180.00	\$720.00	\$1,440.00	\$250.00	\$1,000.00
Control Specialist		\$155.00	\$620.00	\$1,240.00	\$232.50	\$930.00
Mechanic		\$135.00	\$540.00	\$1,080.00	\$202.50	\$810.00
Operator		\$140.00	\$560.00	\$1,120.00	\$210.00	\$840.00
Laborer		\$125.00	\$500.00	\$1,000.00	\$187.50	\$750.00
Electrician		\$130.00	\$520.00	\$1,040.00	\$195.00	\$780.00
Welder		\$130.00	\$520.00	\$1,040.00	\$195.00	\$780.00
Foreman		\$135.00	\$540.00	\$1,080.00	\$202.50	\$810.00
Supervisor		\$155.00	\$620.00	\$1,240.00	\$232.50	\$930.00
Carpenter		\$135.00	\$540.00	\$1,080.00	\$202.50	\$810.00
PickUp Truck w/Fuel Tank		\$40.00	\$160.00	\$320.00	\$40.00	\$160.00
Root Cutter		\$110.00	\$440.00	\$880.00	\$110.00	\$440.00
Diesel Fuel		\$5.00	per gallon			
SERVICE CALLS		Residential	OT	Commercial	OT	
Snake Line		\$300.00	\$450.00	\$400.00	\$550.00	
Jem Jet		\$350.00	\$550.00	\$500.00	\$850.00	
Push Camera		\$300.00	\$450.00	\$400.00	\$550.00	
		\$125/hr after 1st hr				
DISPOSAL FEE'S						
Sludge			\$.19/gallon + tanker			
Grease			\$.75/gallon + tanker			
Oily Water			\$1.25/gallon + tanker			
Dry Sludge/Grit			\$275.00/ton + roll off/tractor trailer			
Construction Debris			\$150.00/ton + roll off			
DAY RATES						
Dumpster		\$44 + delivery & pickup				
Frac Tank		\$60 + delivery & pickup				
Light Tower		\$175				
Confined Space Entry Trailer		\$975				
Shoring Box		\$500				
Xtra Hose & Laborer		\$1,100				
Road Plate		\$150				
WEEKLY RATES						
Storage Box		\$110				
Generator/Pump		2750 + Setup				

* 4 Hour Minimum

** 4+ hrs= Full Day

Item #4 - Electrical Sump Pump

114 Hartley Road
Goshen NY 10924



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

Quote

Customer City of Newburgh
83 Broadway 4th Floor- Accts Payable
Newburgh NY 12550

Date Estimate #
09/15/2022 3553

PO #:

Description	Unit	Quantity	Rate	Amount
TM Work 08/24/22- Hook up Sump Pump				
Operator- John S.	Hourly	2.50	111.360	278.40
Laborer- Willie Z.	Hourly	2.50	93.190	232.98
Laborer- Steve L	Hourly	2.50	93.190	232.98
Laborer- Ryan M	Hourly	2.50	93.190	232.98
Foreman- Dale L	Hourly	2.50	111.360	278.40
MATERIALS				
30 LF 1 1/2" SCHED PVC	EA	3.00	19.140	57.42
1 1/2" 90 DEGREE BEND	EA	1.00	1.980	1.98
1 1/2" 45 DEGREE BEND	EA	2.00	2.400	4.80
LINK SEAL	EA	4.00	11.390	45.56
EQUIPMENT				
Kubata 80	Hourly	2.50	55.000	137.50
TAM OVERHEAD 15%	EA	1.00	225.450	225.45

Customer Signature _____

Accepted By : _____

Subtotal	\$1,728.45
Sales Tax:	0.00
Quote Total	\$1,728.45

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

www.tamenterprises.com

Service Quote

Continued...

Invoice#: 3553

Date: 09/15/2022

Description

Unit

Quantity

Rate

Amount

Notes

☒ Ship

☐ Pickup

Showing product availability for
ZIP Code 10940

Proceed to Checkout

sd

GRAINGER

X

Order Summary

Subtotal
Estimated Tax
Estimated Shipping

We found savings for you!

Let us test and apply 1 coupon for you.

APPLY COUPONS

View coupon

Estimated Total

Availability, shipping, tax & promotions are
not final until you complete your order.

+ Add Promotion Code

My Products

Clear Cart Reference Info



GF PIPING SYSTEMS

Pipe: PVC, ChlorFIT, 1 1/2 in Nominal Pipe Size, 10 ft Overall Lg.
Unthreaded

Item # 5AFJ6



Availability

Expected to arrive Fri. Oct 21.

This item requires special shipping; additional charges may apply.

Qty
1

Remove

Web Price
\$19.14 / each



GRAINGER APPROVED

90° Elbow: 1 1/2 in x 1 1/2 in Fitting Pipe Size, Schedule 40, Female Socket
x Female NPT, 370 psi

Item # 22FJ76



Availability

Expected to arrive Fri. Oct 21.

Qty
1

Remove

Web Price
\$1.98 / each



GRAINGER APPROVED

45° Elbow: Schedule 40, 1 1/2 in x 1 1/2 in Pipe Size, Female Socket x
Female Socket, White

Item # 1WKC1



Availability

Expected to arrive Fri. Oct 21.

Qty
1

Remove

Web Price
\$2.40 / each

Chat with an Agent



~RATES~

Manpower & Equipment		Regular Time	Regular Time	Regular Time	OVERTIME	OVERTIME
		Hourly Rate	4 Hr Min	8 Hr Day	Hourly Rate	4 Hr Min
VacCON (\$110.00/hr)	w/ Op.	\$250.00	\$1,000.00	\$2,000.00	\$320.00	\$1,280.00
	w/Op. & Lab.	\$375.00	\$1,500.00	\$3,000.00	\$507.50	\$2,030.00
HydroExcavator (\$175.00/hr)	w/ Op.	\$315.00	\$1,260.00	\$2,520.00	\$385.00	\$1,540.00
	w/ Op. & Lab.	\$440.00	\$1,760.00	\$3,520.00	\$572.50	\$2,290.00
Mechanic/Tool Truck (\$120.00/hr)	w/ Op.	\$255.00	\$1,020.00	\$2,040.00	\$322.50	\$1,290.00
	w/ Op. & Lab.	\$380.00	\$1,520.00	\$3,040.00	\$510.00	\$2,040.00
Camera/TV Truck (\$90.00/hr)	w/ Op.	\$230.00	\$920.00	\$1,840.00	\$300.00	\$1,200.00
	w/ Op. & Lab.	\$355.00	\$1,420.00	\$2,840.00	\$487.50	\$1,950.00
Backhoe (\$50.00/hr)	w/ Operator	\$190.00	\$760.00	\$1,520.00	\$260.00	\$1,040.00
Loader (\$55.00/hr)	w/ Operator	\$195.00	\$780.00	\$1,560.00	\$265.00	\$1,060.00
SkidSteer (\$45.00/hr)	w/ Operator	\$185.00	\$740.00	\$1,480.00	\$255.00	\$1,020.00
Mini Exc. - Bobcat 80, 85 (\$55.00/hr)	w/ Operator	\$195.00	\$780.00	\$1,560.00	\$265.00	\$1,060.00
Excavator- CAT315 (\$45.00/hr)	w/ Operator	\$205.00	\$820.00	\$1,640.00	\$275.00	\$1,100.00
Excavator- PC200 (\$20.00/hr)	w/ Operator	\$230.00	\$920.00	\$1,840.00	\$300.00	\$1,200.00
Excavator- CAT335 (\$155.00/hr)	w/ Operator	\$340.00	\$1,360.00	\$2,720.00	\$432.50	\$1,730.00
Excavator - CAT322 w/ Bucket (\$130/hr)	w/ Operator	\$270.00	\$1,080.00	\$2,160.00	\$340.00	\$1,360.00
Excavator - CAT322 w/ Hammer (\$285/hr)	w/ Operator	\$345.00	\$1,380.00	\$2,760.00	\$415.00	\$1,660.00
Excavator - CAT322 w/ Sheet Pile (\$220/hr)	w/ Operator	\$360.00	\$1,440.00	\$2,880.00	\$430.00	\$1,720.00
Bulldozer- CAT D-5, JD 650 (\$55.00/hr)	w/ Operator	\$195.00	\$780.00	\$1,560.00	\$265.00	\$1,060.00
Single Axle- Dump Truck (Non P Rate)	w/ Driver	\$95.00	\$380.00	\$760.00	\$142.50	\$570.00
TriAxle- Dump Truck (P Rate) 60.00	w/ Driver	\$150.00	\$600.00	\$1,200.00	\$225.00	\$900.00
TriAxle- Dump Truck (Non P Rate)	w/ Driver	\$105.00	\$420.00	\$840.00	\$157.50	\$630.00
Roll Off Truck (P Rate)	w/ Driver	\$145.00	\$580.00	\$1,160.00	\$217.50	\$870.00
Roll Off Truck (Non P Rate)	w/ Driver	\$105.00	\$420.00	\$840.00	\$157.50	\$630.00
Off Road- Dump Truck	w/ Operator	\$60.00	\$240.00	\$480.00	\$90.00	\$360.00
Hino	w/ Driver	\$85.00	\$340.00	\$680.00	\$100.00	\$400.00
Low Boy	w/ Driver	\$175.00	\$700.00	\$1,400.00	\$235.00	\$940.00
Tanker Truck (\$55.00/hr)	w/ Operator	\$195.00	\$780.00	\$1,560.00	\$265.00	\$1,060.00
Sweeper (\$50.00/hr)	w/ Operator	\$190.00	\$760.00	\$1,520.00	\$240.00	\$960.00
Paving Roller (\$40 / hour)	w/ Operator	\$180.00	\$720.00	\$1,440.00	\$250.00	\$900.00
Paver (\$50/ hour)	w/ Operator	\$190.00	\$760.00	\$1,520.00	\$260.00	\$1,040.00
Lull (\$50 / hour)	w/ Operator	\$190.00	\$760.00	\$1,520.00	\$260.00	\$1,040.00
Manlift (\$50/ hour)	w/ Operator	\$190.00	\$760.00	\$1,520.00	\$260.00	\$1,040.00
Drift Roller (\$50 / hour)	w/ Operator	\$180.00	\$720.00	\$1,440.00	\$250.00	\$1,000.00
Control Specialist		\$155.00	\$620.00	\$1,240.00	\$232.50	\$930.00
Mechanic		\$135.00	\$540.00	\$1,080.00	\$202.50	\$810.00
Operator		\$140.00	\$560.00	\$1,120.00	\$210.00	\$840.00
Laborer		\$125.00	\$500.00	\$1,000.00	\$187.50	\$750.00
Electrician		\$130.00	\$520.00	\$1,040.00	\$195.00	\$780.00
Welder		\$130.00	\$520.00	\$1,040.00	\$195.00	\$780.00
Foreman		\$135.00	\$540.00	\$1,080.00	\$202.50	\$810.00
Supervisor		\$155.00	\$620.00	\$1,240.00	\$232.50	\$930.00
Carpenter		\$135.00	\$540.00	\$1,080.00	\$202.50	\$810.00
PickUp Truck w/Fuel Tank		\$40.00	\$160.00	\$320.00	\$40.00	\$160.00
Root Cutter		\$110.00	\$440.00	\$880.00	\$110.00	\$440.00
Diesel Fuel		\$5.00	per gallon			
SERVICE CALLS		Residential	OT	Commercial	OT	
Snake Line		\$300.00	\$450.00	\$400.00	\$550.00	
Jem Jet		\$350.00	\$550.00	\$500.00	\$850.00	
Push Camera		\$300.00	\$450.00	\$400.00	\$550.00	
		\$125/hr after 1st hr				
DISPOSAL FEE'S						
Sludge		\$.19/gallon + tanker				
Grease		\$.75/gallon + tanker				
Oily Water		\$1.25/gallon + tanker				
Dry Sludge/Grit		\$275.00/ton + roll off/tractor trailer				
Construction Debris		\$150.00/ton + roll off				
DAY RATES						
Dumpster		\$44 + delivery & pickup				
Frac Tank		\$60 + delivery & pickup				
Light Tower		\$175				
Confined Space Entry Trailer		\$975				
Shoring Box		\$500				
Xtra Hose & Laborer		\$1,100				
Road Plate		\$150				
WEEKLY RATES						
Storage Box		\$110				
Generator/Pump		2750 + Setup				

* 4 Hour Minimum

** 4+ hrs= Full Day



FERGUSON WATERWORKS #2744
6040 DROTT DRIVE
E SYRACUSE, NY 13057-2943

Phone: 315-741-3087
Fax: 315-437-0560

Deliver To:

From: Luis Rodriguez Jr.

Comments:

12:10:10 OCT 17 2022

Page 1 of 1

FERGUSON WATERWORKS #576

Price Quotation

Phone: 315-741-3087

Fax: 315-437-0560

Bid No: B460654

Bid Date:

Quoted By: LMR

Cust Phone: 845-294-8882

Terms: NET 10TH PROX

Customer: TAM ENTERPRISES INC
114 HARTLEY ROAD
GOSHEN, NY 10924

Ship To: TAM ENTERPRISES INC
114 HARTLEY ROAD
GOSHEN, NY 10924

Cust PO#: INNERLYNX

Job Name:

Item	Description	Quantity	Net Price	UM	Total
AIL300S316	300 INNERLYNX SEAL BLOCK 316 SS	20	11.390	EA	227.80
AIL315S316	315 INNERLYNX SEAL BLOCK 316 SS	26	18.030	EA	468.78

	3-5 WORK DAYS ARO				

Net Total:					\$696.58
Tax:					\$0.00
Freight:					\$25.00
Total:					\$721.58

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.
COVID-19 ORDER: ANY REFERENCE TO OR INCORPORATION OF EXECUTIVE ORDER 14042 AND/OR THE EO-IMPLEMENTING FEDERAL CLAUSES (FAR 52.223-99 AND/OR DFARS 252.223-7999) IS EXPRESSLY REJECTED BY SELLER AND SHALL NOT APPLY AS SELLER IS A MATERIALS SUPPLIER AND THEREFORE EXEMPT UNDER THE EXECUTIVE ORDER.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=576&on=56936>

RESOLUTION NO.: 71 - 2023

OF

APRIL 24, 2023

**A RESOLUTION DECLARING DEPARTMENT OF PUBLIC WORKS AND
POLICE DEPARTMENT VEHICLES AND EQUIPMENT AS SURPLUS**

WHEREAS, the City of Newburgh Department of Public Works possesses one 2007 Dodge RAM 3500 dump truck, 2007 Dodge RAM 2500 pick-up truck, one 2006 Dodge RAM 2500 pick-up truck, one 2006 Dodge RAM 3500 dump truck, one 1995 Chevrolet 2500 pick-up truck, one 1989 Chevrolet pick-up truck, one 2010 10-1 International VacCon, a MI-T-M pressure washer, three air/hydraulic jacks, one Jumping Jack Tamper, and one John Deere 25A flail mower, which are no longer of use to the City; and

WHEREAS, the City of Newburgh Police Department possesses one 2011 Chevrolet Tahoe and 7 to 10 miscellaneous vehicle seats, which are no longer of use to the City; and

WHEREAS, the City Departments have requested that the vehicles and equipment be designated as surplus and sold; and

WHEREAS, the City Council has determined that declaring the vehicles and equipment as surplus is in the best interests of the City of Newburgh; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the vehicles and equipment identified on the schedule attached hereto and made part hereof are hereby declared to be surplus and of no further use or value to the City of Newburgh; and

BE IT FURTHER RESOLVED, that the City Manager and/or City Comptroller be and they are hereby authorized to execute any required documents and conduct all necessary transactions to dispose of said surplus vehicles in accordance with the City of Newburgh's Surplus Property Disposition Policy and Procedure adopted by Resolution No. 174-2014 of July 14, 2014.

RESOLUTION NO.: 72 - 2023

OF

APRIL 24, 2023

**A RESOLUTION TO RATIFY THE AWARD OF A BID AND THE EXECUTION OF
A CONTRACT WITH ENERGO ENERGY F/K/A MARATHON ENERGY
FOR GAS SUPPLY SERVICES TO THE CITY OF NEWBURGH
FOR A FIXED TERM COMMENCING IN OCTOBER 2023 AND
ENDING IN APRIL 2024 AT A COST OF \$0.5209 PER THERM
AND \$0.5376 PER CCF (*CENTUM CUBIC FEET*)**

WHEREAS, by Resolution No.: 56-2023 of April 10, 2023, this Council authorized the bid for the gas supply services contract to be awarded to the lowest responsible bidder, providing for a six month winter term beginning in October 2023 and ending in April 2024, and further authorized the City Manager to execute a contract for the provision of gas services, with all such terms and conditions as may be required by the Corporation Counsel and subject to ratification of the final pricing by this Council; and

WHEREAS, on behalf of the City of Newburgh, M & R Energy Resources Corporation has duly advertised for bids for the gas supply services contract; and

WHEREAS, bids were duly received and opened and Energo Energy f/k/a Marathon Energy is the low bidder for the gas supply services;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh New York, hereby ratifies the bid for the gas supply services contract with Energo Energy f/k/a Marathon Energy, providing for a six month winter term beginning in October 2023 and ending in April 2024, at a cost of \$0.5209 per therm and \$0.5376 per Ccf (centum cubic feet).

RESOLUTION NO.: 56 - 2023

OF

APRIL 10, 2023

**A RESOLUTION TO AUTHORIZE THE AWARD OF A BID AND THE EXECUTION
OF A CONTRACT FOR GAS SUPPLY TO THE CITY OF NEWBURGH FOR
A WINTER TERM TO THE LOWEST RESPONSIBLE BIDDER**

WHEREAS, on behalf of the City of Newburgh, M&R Energy Resources Corporation has duly advertised for bids for the electric supply services contract and for gas supply services contract in 2015, 2017, 2019 and 2021; and

WHEREAS, M&R Energy Resources Corporation has advised that there are several factors driving volatility in the New York gas market; and

WHEREAS, M&R Energy Resources Corporation intends to extend the time to submit bids to lock in rates for a winter term beginning in October 2023 and ending in April 2024 in order to obtain the best possible renewal pricing and yield predictable natural gas costs for the renewal period; and

WHEREAS, securing the lowest bid and locking in the greatest annual savings, gas supply services contracts will occur between City Council meetings; and

WHEREAS, the City Council finds that authorizing M&R Energy Resources Corporation to duly advertise for bids for the gas supply services contract and to open and return said bids before the next City Council meeting and authorizing the City Manager to execute contracts for the lowest prices to be in the best interest of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for the gas supply services contract be and hereby is awarded to the lowest responsible bidder, providing for a six month winter term beginning in October 2023 and ending in April 2024, and that the City Manager be and he is hereby authorized to execute a contract for the provision of gas services, with all such terms and conditions as may be required by the Corporation Counsel and subject to ratification of the final pricing by this Council.

Customer Initials: TV☐ Single Retailer Billed ☒ Single Utility Billed ☐ Dual Billed REF ID:
☒ Appointment ☐ Door to Door (TPV Required) ☐ Phone Contact (TPV Required)**NON-MASS MARKET ELECTRICITY AND/OR NATURAL GAS SALES AGREEMENT – NEW YORK**

New ☒ Renewal ☐		CUSTOMER INFORMATION		Custom Price ☒ Matrix Price ☐	
Customer Name: City of Newburgh					
Tax Exempt: ☒ Yes ☐ No		Tax Exempt #: _____		☐ US Mail bills (dual bill only). Unless this box is checked, all bills will be sent via email.	
Natural Gas Rate	Term Months: 7	Start Date: 10/01/2023	Gas Product: Fixed	Gas Price: 0.520900	Gas UOM: therm
Electric Rate	Term Months: _____	Start Date: _____	Electric Product: _____	Electric Price: _____	Electric UOM: _____ Electric Green _____%

CUSTOMER DISCLOSURE STATEMENT

Price	Fixed, NYMEX+, Electric Index + or Variable
How Price is Determined	Electric: Fixed, Electric Index + or Variable Price per the UOM as indicated above ☐ (Does not include Gross Receipts Tax if box is checked) Gas: Fixed, NYMEX+ or Variable Price per the UOM as indicated above ☐ (Does not include Line Losses if box is checked) Gas Variable Price shall reflect each month the cost to Marathon to obtain natural gas on your behalf, including, but not limited to, commodity, fuel losses, term capacity, storage, balancing, and transportation to the Delivery Point, plus all fees, applicable taxes, charges, or other assessments, and Marathon's costs, expenses, and profit margins. Weather patterns may cause increases in the variable rate. Electric Variable Price shall reflect each month the cost to Marathon to obtain electricity on your behalf, including, but not limited to, energy, UFE losses, capacity, balancing, settlement, ancillaries, and related transmission and distribution charges, and other market-related factors, plus all fees, applicable taxes, charges, or other assessments, and Marathon's costs, expenses, and margins. NYMEX+ Pricing: shall reflect each month a floating price that may vary based on the monthly NYMEX Henry Hub Natural Gas settlement price on the last day of trading per Dth (adjusted for line losses, converted to the UOM as indicated above, adjusted for POR, each where applicable), prorated by the number of days applicable to each month for the billing cycle, plus the Fixed adder per the UOM as indicated above. Electric Index Price shall reflect each month a floating price that may vary based on the weighted average Day Ahead Locational Based Marginal Pricing (LBMP) price per the UOM as indicated above of the ISO Zone for Customer's service location weighted by Customer's load profile as determined by Customer's LDC, plus losses, adjusted for POR where applicable, plus the fixed adder per the UOM as indicated above. Customer has been advised of all risks associated by signing this contract. Once account has been enrolled, and the LDC has identified a different service class, Marathon reserves the right to adjust the account according to LDC rate classification at current corresponding price plan. In the event of any changes in capacity, transmission related charges, changes to environmental attributes (including zero-emission credits or ZECs) and/or regulatory or other changes, Marathon reserves the right to increase or decrease pricing and/or terminate this Agreement. See sections 4 – Pricing and 17 – Applicable Laws
Length of the agreement and end date ("Term")	For Variable Price Service, the Term continues until either party terminates this Agreement. For Non-Variable Price Service, the Term is for 12 months, unless otherwise specified above (the "Initial Term"). See section 5 – Term.
Process customer may use to rescind the agreement	Door-to-door Customers may rescind by calling the toll-free number at 888-378-9898 within three (3) business days of receipt of the sales agreement.
Early Termination Fees ("ETF") and method of calculation	No ETF for Variable Price service. If Non-Variable Price service, the projected amount of natural gas and/or electricity to be consumed by customer for the remainder of the current Term (see section 5 – Term) multiplied by the difference between the Non-Variable price in effect for the remainder of the current Term and the price at which Marathon can sell such gas and/or electricity following the termination; however, for all customers solicited through door-to-door marketing, the ETF will be no greater than \$100.00 if the remaining term is less than 12 months and \$200.00 if the remaining term is 12 months or more. See Section 6 – Termination of Non-Variable Agreements. Agreement is based on the energy consumption used in the prior year. A deviation of 100 % or more may result in additional fees for all commercial customers. See section 4 – Pricing.
Amount of Late Payment Fee and method of calculation	1.5% per month on overdue balances.
Provisions for renewal of the agreement	For Variable Price Service, the Term continues until either party terminates this Agreement. For Non-Variable Price Service, after the end of the Initial Term, this Agreement will automatically continue at a variable rate methodology unless and until this Agreement is terminated by customer. Not less than 15 days and no more than 60 days prior to the expiration of the Initial Term, Marathon will notify Customer in writing and/or by email of the switch to variable rate methodology at which Marathon will continue to serve Customer. Customer will have 15 days from Customer's receipt of such renewal notice to reject this offer and terminate the Agreement. If Marathon does not receive notice of Customer's termination of this Agreement, this Agreement will continue in full force and effect until canceled by customer. See Section 5 – Term.
Regulatory or Other Changes	If at some future date there is a change in law, rule, regulation, guideline, procedure, tariff, utility, ISO design, ICAP tag, formula or formula input, demand charge, regulatory structure, environmental attribute, emissions requirement, production requirement, component level, component price level or the interpretation or application of any of the foregoing that impacts any term, condition or provision of the agreement, including, but not limited to price, Marathon shall have the right to modify the Agreement. See sections 4 – Pricing and 17 – Applicable Laws. For the avoidance of doubt, any item that is not within the direct control of Marathon and that does or is forecasted to impact Marathon's costs, may result in a modification.
Guaranteed Savings	This Agreement does not offer guaranteed savings and your rate may be higher than the Utility rate.
Special Conditions	

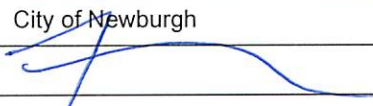
NOTICES AND CONTACTS

	CUSTOMER BUSINESS / PRIMARY CONTACT	CUSTOMER BILLING CONTACT (Required for DUAL) ☐ Check if same as Primary Contact info	MARATHON ENERGY CONTACT INFORMATION
ATTN NAME:	Todd Venning, J.D., M.S.		Customer Service
STREET ADDRESS:	83 Broadway - City Hall	83 Broadway - City Hall	100 Elwood Davis Road
CITY, STATE, ZIP:	Newburgh, NY, 12550	Newburgh, NY, 12550	Syracuse, New York 13212
PHONE NUMBER:	845-569-7301	845-569-7301	888-378-9898
FAX NUMBER:			888-818-9110
EMAIL:	TVenning@cityofnewburgh-ny.gov	TVenning@cityofnewburgh-ny.gov	customerservice@mecny.com

Customer Representations:

1. The individual signing this Agreement is the customer of record or authorized to execute this Agreement.
2. The individual signing this Agreement is authorized to make the switch to Marathon.
3. The Customer voluntarily wishes to make the supplier change.
4. The individual signing this Agreement has reviewed and agrees to the accompanying Terms and Conditions.
5. Marathon Power LLC ("Marathon") does not offer Utility Price Matching or guarantee savings.
6. Customer has been advised of all risks associated with signing this contract.
7. Customer consents to receiving any notice or correspondence from Marathon by email.

IN WITNESS WHEREOF Customer and Marathon hereby accept all Terms of Service set forth on these pages and incorporated herein and have caused this agreement to be executed:

SIGNATURES	
Marathon Power LLC dba Marathon Energy	Customer: City of Newburgh
Signature:	Signature: 
Print Name:	Print Name: Todd Venning
Print Title:	Print Title: City Manager
Date:	Date: 4/11/23
Sales Rep/Broker:	

Marathon reserves the right to reject any agreement that proves to be unacceptable upon Marathon's Internal Review. Marathon will only notify customer if the agreement is not accepted. This page is part of the terms and conditions of your agreement.

Office Use Only Legacy ID:	Approved by:	Date:
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General Terms and Conditions

1. **Agreement to Sell and Purchase Energy.** This is an agreement between Marathon Power, LLC D/B/A Marathon Energy ("Marathon"), an independent energy services company, and you ("Customer") under which Customer authorizes Marathon to initiate natural gas and/or electricity supply service and begin Customer's enrollment with Marathon ("Agreement"). Subject to the terms and conditions of this Agreement, Marathon agrees to sell, and Customer agrees to purchase and accept all the natural gas and/or electricity required to serve Customer's account(s) listed on Schedule A of this Agreement ("Base Load"). Marathon does not guarantee savings under this Agreement. Customer's utility ("LDC") will continue to deliver the natural gas and/or electricity supplied by Marathon. Marathon is not affiliated with and does not represent Customer's LDC.
2. **Information Release Authorization.** Customer authorizes Marathon to obtain and review information regarding Customer's credit history from credit reporting agencies and information from Customer's LDC, which shall include but not be limited to the following: consumption history, billing determinants, account numbers, credit information; data applicable to cold weather periods under section 32(3) of the NY Public Service Law; information pertaining to section 33 of the NY Public Service Law; tax status; and eligibility for economic development or other incentives (collectively, "Customer Information"). This information may be used by Marathon to determine whether it will commence and/or continue to provide energy supply service to Customer and will not be disclosed to a third party unless required by law. Customer's execution of this Agreement shall constitute authorization for the release of this information to Marathon. Marathon reserves the right to refuse to provide service to Customer under this Agreement if it is unable to obtain the necessary Customer Information or it obtains Customer Information that it considers unsatisfactory. This authorization will remain in effect during any initial or renewal term of this Agreement; provided, however, that Customer may rescind this authorization at any time by providing written notice to Marathon or by calling Marathon at 1-888-378-9898. Marathon reserves the right to cancel this Agreement in the event Customer rescinds such authorization. The data obtained pursuant to this authorization may be retained by Marathon for a period of six years post-termination of this Agreement consistent with the statute of limitations for contractual disputes and may be used by Marathon in connection with any ongoing business or legal purpose with respect to its obligations under the Agreement, or to offer additional products or services to Customer during the Term, or any Renewal Terms, or at any time in the six year period after the Agreement terminates, or as contained in any derivative work created by Marathon in association with its business as a retail energy provider.
3. **Guaranty.** In consideration of the extensions and maintenance of credit from time to time by Marathon, the undersigned Applicant (1) warrants that the representation made herein are true and accurate and agrees to promptly notify Marathon in writing of any change in financial condition that would adversely affect his/her responsibility and (2) for good and valuable consideration, hereby personally, individually, jointly and severally, guarantees payment to Marathon, its successors and its assigns, of all existing and future indebtedness of the Applicant, including service charges together with accrued interest thereon, collections costs and attorneys' fees. This guaranty shall be effective without first requiring Marathon to proceed against any other party, and the undersigned hereby waive(s) notice of acceptance of this guaranty, default and non-payment and consent(s) to waiver, extension or modification of credit terms. This shall be an open and continuing guaranty that may only be revoked upon written notice to Marathon by certified mail, return receipt requested, which revocation shall be effective 10 days after Marathon's receipt of such notice and shall only release the undersigned from liability for indebtedness incurred after the effective date of such revocation.
4. **Pricing.** Customer's pricing under this Agreement shall be as follows:
 - a. **Electricity/Natural Gas Variable Pricing:** If Customer is receiving electricity or natural gas supply service at a variable price, Customer shall be billed at a variable price that may vary each billing cycle based on the costs including but not limited to commodity, losses, capacity, storage and balancing, ancillary services, related transmission and distribution charges, all supply and agency functions that Marathon performs for the Customer, transportation to the Delivery Point, plus all applicable taxes, fees, charges or other assessments plus Marathon's costs, expenses, and profit margins. There is no guaranteed savings compared to the Utility rate; your rate may be higher than the Utility rate, and there is no limit on how much the price of supply service may change from one billing cycle to the next.
 - b. **Electric and/or Natural Gas Fixed Pricing:** If Customer is receiving natural gas or electric supply service at a Fixed price, Customer will be billed at the Fixed price indicated on page 1 of this Agreement for the Initial Fixed Term, subject, among other things, to Section 4(f) of this Agreement.
 - c. **Natural Gas NYMEX+ Pricing:** If Customer is receiving natural gas supply service at a NYMEX + price for the Initial Term Customer shall be billed at a floating price that may vary based on the monthly NYMEX Henry Hub Natural Gas settlement price on the last day of trading per Dth (adjusted for line losses, converted to the UOM as indicated on page 1, adjusted for POR, each where applicable), prorated by the number of days applicable to each month for the billing cycle, plus the Fixed adder per the UOM as indicated on page 1 (converted to dth/ccf/mcf where applicable) set forth on page 1 of this Agreement, subject, among other things, to Section 4(f) of this Agreement.
 - d. **Electric Index Pricing:** If Customer is receiving electric supply service at an Electric Index+ price for the Initial Term, Customer shall be billed at a floating price that may vary based on the weighted average Day Ahead Locational Based Marginal Pricing (LBMP) price per the UOM as indicated on page 1 of the ISO Zone for Customer's service location weighted by Customer's load profile as determined by Customer's LDC, plus losses, adjusted for POR where applicable, plus the fixed adder per the UOM as indicated on page 1 set forth on page 1 of this Agreement, subject to, among other things, Section 4(f) of this Agreement.
 - e. **All Pricing:** Under all pricing options, Customer is also responsible for paying and reimbursing Marathon for all applicable taxes and other government fees, assessments, and charges, however designated, relating to the service provided under this Agreement. This may not include, but shall not be limited to, utility taxes, gross receipts taxes, and sales and use taxes imposed on Marathon and/or Customer by federal, state, and/or local authorities that Marathon passes through to Customer. If Customer is tax exempt or eligible for economic development incentives, Customer must furnish Marathon with an exemption certificate or other evidence of same satisfactory to Marathon before service commence.
 - f. **Price Adjustments:** Notwithstanding anything else set forth herein, the following potential adjustments may affect Customer's price under this Agreement (see also #17):
 - i. **Service Class:** If during the enrollment process the LDC determines that Customer's service classification is different from the service classification indicated on Schedule A, Marathon reserves the right to adjust Customer's price under this Agreement to reflect that of the service classification identified by the LDC.

- ii. **Transportation Adjustment Clause Charge ("TAC Charge"):** If Customer is receiving natural gas supply service under a Fixed or NYMEX + price and Customer's gas utility shifts any TAC Charge from Customer's gas transportation charges to Customer's gas supply portion, Marathon may adjust Customer's gas supply price to include such additional TAC Charge. Marathon will provide Customer 15 days' written notice of any such adjustment in charges.
- iii. **Quantity Variances:** Unless otherwise indicated on page 1 of this Agreement, for all Fixed, LBMP Index + and NYMEX + agreements, if usage in any period exceeds the level of usage in the same period indicated in the "Usage Base Load" on Schedule A by more than the tolerance band indicated, Marathon reserves the right to charge a customer the current variable price for all usage in excess of the Usage Base Load. If a customer's usage in any period falls by the tolerance band indicated or more below the level of usage in the same period indicated in the Usage Base Load, Marathon reserves the right to charge such Customer an additional amount equal to the Fixed price indicated on page 1 of this agreement multiplied by the difference between the Usage Base Load and Customer's actual usage. Marathon also reserves the right to charge a customer for all hedging, cash-out, settlement, and/or balancing costs related to the positive difference between the Usage Base Load and actual usage. The previous 12 months of the Customer's historical usage obtained from the LDC shall be used where no Usage Base Load addendum is attached hereto.
- iv. **Changes in Capacity, Transmission or Transmission Related Charges, Environmental Attributes, Non-Market Based Rates or POR Rates:** Any increase in obligations (net quantity or net price) from the Fixed Capacity, Transmission Values, Purchase of Receivables ("POR"), Environmental Attributes (e.g. RECs, ZECs, ORECs, carbon, or any other future environmental related surcharge that may be imposed), Non-Market Based Rates (e.g. NTAC, SSC&D, Black Start) at the time of this Agreement, specified in Schedule A, or in effect at the time of contract consummation, may result in the additional cost being passed through at the prevailing market rate. As such, Marathon reserves the right to pass through to Customer any and all fees, costs, expenses and charges associated with and/or arising out of any change to Customer's capacity obligation, transmission obligation, pipeline allocation, or gas capacity rates, POR rates, any change in the price or cost of environmental attributes (including zero-emission credits or ZECs), or any changes outside of Marathon's control since the time of contracting. This may result in a change in price. Schedule A shall be provided to Customer upon acceptance of this Agreement.
- v. **On-site and off-site Generation.** The Customer agrees to provide Marathon sixty (60) days' prior written notice of (1) installation of solar or other on-site generation or energy storage equipment and/or (2) Customer's participation in or utilization of baseload generation, community solar subscriptions, net metering, onsite renewable energy including wind, solar and/or biomass, and power purchase agreements. If Customer utilizes any of the foregoing, Marathon reserves the right to modify the rate or terminate this Agreement and recover costs, if any.

5. Term.

- a. **Variable Price Supply Service:** If Customer is receiving variable pricing, this Agreement shall commence as of the date set by Customer's LDC and shall continue until either party cancels or terminates this Agreement by providing at least 30 days' advance written notice of such termination to the other. There will be no charge to Customer for cancelling variable price natural gas and/or electric supply service from Marathon if Customer does so in accordance with the terms of this Agreement.
- b. **Non-Variable Price Service:** If Customer is receiving non-Variable price service (Fixed price, NYMEX + or Electric Index +), this Agreement shall commence as of the date set by Customer's LDC and shall continue in full force and effect until the service end date set forth on page 1 of this Agreement (the "Initial Fixed Term"). If the service start date established by the Customer's LDC is delayed for any reason due to no fault of Marathon (e.g., blocked account, customer delay, etc.), then the original intended service end date for this Agreement, determined by the term length set forth on page 1 of this Agreement and the original projected service start date, will remain as the service end date or adjusted, at Marathon's discretion unless otherwise agreed to by Customer and Marathon, if Customer is receiving supply service under a Non-Variable price service, after the end of the Initial Fixed Term, this Agreement will automatically continue at a variable rate methodology unless and until this Agreement is terminated by customer. Not less than 15 days and no more than 60 days prior to the expiration of the Initial Fixed Term, Marathon will notify Customer in writing and/or by email of the switch to variable rate methodology at which Marathon will continue to serve Customer. Customer will have 15 days from Customer's receipt of such renewal notice to reject this offer and terminate the Agreement. If Marathon does not receive notice of Customer's termination of this Agreement, this Agreement will continue in full force and effect until canceled by Customer.

- 6. **Termination of Non-Variable Price Agreements:** If there is a material adverse change in the business or financial condition of Customer on a Non-Variable Price Agreement, or a material adverse change in the cost to Marathon to continue supplying and/or servicing this Customer, as determined by Marathon at its sole discretion, or if Marathon terminates its service offerings in Customer's LDC service territory or across New York State, or if such Customer fails to meet any of its obligations under this Agreement, then in addition to any other remedies Marathon may have, Marathon may terminate this Agreement upon 15 days' written notice to Customer. In addition, if Customer terminates this Agreement prior to the end of the Initial Fixed Term, Customer shall pay Marathon all outstanding gas and/or electric supply charges and other amounts owing to Marathon as well all reasonable attorneys' fees and expenses incurred by Marathon in connection with Marathon's attempt to collect and recover same. If Customer terminates this Agreement by returning to Customer's LDC or switching to another ESCO, the effective date of any such switch from Marathon will be determined by Customer's LDC. As an ETF, if Customer terminates this Agreement prior to the end of the Initial Fixed Term, or if Marathon terminates this Agreement due to Customer's breach of this Agreement, Customer shall pay Marathon, in addition to any other applicable charges, the projected amount of natural gas and/or electricity to be consumed by customer for the remainder of the current Term (see section 5 – Term) multiplied by the difference between the Non-Variable price in effect for the remainder of the current Term and the price at which Marathon can sell such gas and/or electricity following the termination. If a Customer that Marathon, in its discretion, determines to be Single Utility Billed, fails to qualify for the LDC's POR program, Marathon may terminate the Agreement and Customer shall be liable to Marathon for any loss it incurs (using the calculation methodology described above). However, for all customers solicited through door-to-door marketing, the ETF will be no greater than \$100.00 if the remaining term is less than 12 months and \$200.00 if the remaining term is 12 months or more. In addition, for all customers solicited through door-to-door marketing, in the event of a renewal of a Non-Variable Price agreement, Customer shall not be charged an ETF if Customer objects to such renewal within 3 business days of receipt of the first billing statement under the renewed agreement. In addition, if there

is a gap in service due to the customer's termination and subsequent request for re-enrollment, during the non-Variable contract period, the customer may be liable to Marathon for any loss it incurs (using the calculation methodology described above).

The services provided by Marathon to Customer are governed by the Terms & Conditions of this Agreement. Marathon shall have the right to terminate this Agreement in the event of a breach of the term(s) of the Agreement by Customer, including, but not limited to, failure to remit payment as required under this Agreement. Marathon may cancel this Agreement at any time and for any reason. Marathon will provide at least 30 days' written notice prior to the termination of service and provide Customer with the opportunity to remedy the termination condition. A final bill will be rendered within thirty (30) days after the final scheduled meter reading or if access is unavailable, an estimate of consumption will be used in the final bill, which will be trued up subsequent to the final meter reading. Switching to a competitive Third-Party Supplier ("TPS") is not mandatory and Customer has the option of remaining with the LDC for basic gas supply service or basic electric generation service.

7. **Billing:** Customer's LDC or Marathon may send Customer a single bill for both supply and delivery charges ("Consolidated Billing"), or Customer's LDC may send a separate bill for Customer's delivery charges and Marathon may send Customer a separate bill for Customer supply and charges ("Dual Billing"). Customer will pay Marathon for natural gas supply service and/or electric supply service based on meter readings and consumption information measured by and/or received from Customer's LDC ("Billing Quantity"). Marathon will have the option to adjust the Billing Quantity for fuel and distribution/line loss retained by the LDC and interstate transporters from the Purchase Quantity. Payment for gas and/or electric supply service is due on Customer's receipt of the bill(s). Customer shall pay a late payment charge on all unpaid amounts (including arrears and late payment charges) owing and not received by Marathon within twenty (20) days of the date of the bill at a rate of 1.5% per month or the maximum attorneys' fees and expenses incurred by it in collecting any payment from you. Marathon may delay enforcing its rights and/or accept late payments, partial payments, or partial payments marked to the effect of "payment in full" without losing any of its rights under this Agreement or applicable law. Customer payments remitted for Consolidated Billing that are not in dispute shall be allocated in the following order of priority of payment: (1) to amounts owed to avoid termination, suspension, or disconnection of commodity or delivery service; (2) to amounts owed under a deferred payment agreement; (3) to arrears; and (4) to current charges not associated with a deferred payment agreement. Payments will be pro-rated to the charges within each of the above categories in proportion to Marathon's and the LDC's charges in that category. Marathon may assign and sell Customer accounts receivable to the LDC. Failure by a non-residential customer to remit full payment of Marathon charges due on any Consolidated Bill prepared by the LDC or Marathon will be grounds for disconnection of utility services in accordance with NYPSC rules and regulations on the termination of service to non-residential customers, 16 NYCRR Part 13. A \$30.00 fee will be charge for all returned payments.
8. **Consumer Protections.** Marathon will provide at least 15 days' notice prior to the cancellation of service to Customer. In the event of non-payment of any charges owed to Marathon, Customer may be subject to termination of commodity service and the suspension of distribution service under procedures approved by the Department of Public Service ("DPS"). Customer may obtain additional information by contacting Marathon at 1-888-378-9898 or the DPS at 1-800-342-3377, or by writing to the DPS at: New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223, or through its website at: www.dps.ny.gov. Customer may also contact the DPS's ESCO hotline for inquiries regarding the competitive retail energy market at 1-888-697-7728.
9. **Rescission.** A door-to-door Customer may rescind this Agreement within three (3) business days after Customer's signing or receipt of this Agreement, whichever comes first, by contacting Marathon at 1-888-378-9898 or in writing at 62-01 34th Avenue, Woodside, NY 11377. If Customer rescinds this Agreement, Marathon will provide Customer a cancellation number.
10. **Agency. Gas:** Customer hereby designates Marathon as agent to (a) arrange and administer contracts and service arrangements between Customer and Customer's LDC and between Customer and the interstate transporters of Customer's natural gas (including capacity release, re-release and recall arrangements); (b) nominate and schedule with interstate pipeline(s) the transportation of Customer's natural gas supplies from the Sales Point(s) to the Delivery Point(s), and with the LDC for the transportation of the Customer's natural gas supplies from the Delivery Point(s) to the Customer's end- use premises; and (c) aggregate, if necessary, Customer's natural gas supplies with such supplies of other customers served by Marathon to qualify for LDC transportation service, and to address and resolve imbalances (if any) that may arise during the term of this Agreement. As Agent of Customer, Marathon will schedule the delivery of supplies of natural gas at the Sales Point(s) necessary to meet the Customer's city gate requirements based on the consumption and other information that Marathon receives from the LDC. The Sales Point(s) for the natural gas will be a point or points located outside of New York State selected from time to time by Marathon to assure service reliability. The Delivery Point(s) for the natural gas transported by the interstate pipeline(s) will be the city gate stations of the LDC. As Customer's agent, Marathon agrees to arrange for the transportation of the natural gas supplied under this Agreement from the Sales Point(s) to the Delivery Point(s) and from the Delivery Point(s) to the Customer's end-use premises. These services are provided on an arm's-length basis. **Electric:** Customer hereby designates Marathon as Customer's agent for the purpose of arranging, contracting for, and administering transmission services (including those provided by Customer's LDC) for the delivery of electricity. The Sales Point(s) for electricity will be one or more points on the NYISO-administered transmission system (located outside of the jurisdictional limits of the municipality of Customer's service address location), selected from time to time by Marathon to assure service reliability. The Delivery Point(s) for electricity will be one or more points at which Marathon, as Customer's agent, has arranged for the delivery of electricity to Customer or to a third party (such as Customer's LDC) for Customer's account. These services are provided on an arm's-length basis.
11. **Title, Risk of Loss.** Title to, control of, and risk of loss of the Purchase Quantities supplied under this Agreement will transfer from Marathon to Customer at the Sales Point(s). Marathon and Customer agree that transactions under this Agreement are originated and consummated outside the jurisdictional limits of the municipality, county or other taxing authority where Customer's service address(es) is located. If a taxing authority determines that a gross receipts tax or other tax is applicable to the sale of natural gas or electric supply under this Agreement, Customer agrees to pay such tax.
12. **No Warranties.** MARATHON MAKES NO REPRESENTATIONS, WARRANTIES, AFFIRMATIONS OF FACT, OR PROMISES, EXPRESS OR IMPLIED, OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT AND MARATHON EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE.

13. **Force Majeure.** Marathon will make commercially reasonable efforts to provide natural gas and/or electricity supply service hereunder, but Marathon does not guarantee a continuous supply of natural gas and/or electricity to Customer. Certain causes and events out of the control of Marathon ("Force Majeure Events") may result in interruptions in service. Marathon will not be liable for any such interruptions caused by a Force Majeure Event. A Force Majeure Event means a material or unavoidable occurrence beyond Marathon's control and shall include but not be limited to acts of God or public enemy, fire, flood, storm, hurricane, explosion, terrorism, war, civil disturbance, pandemics or other medical outbreaks and emergencies, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the local distribution utility system, non-performance by the LDC (including, but not limited to, a facility outage on its gas distribution lines or electric facilities), or any other cause beyond Marathon's control.
14. **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE NEW YORK LAW, NEITHER YOU NOR MARATHON WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES ARISING FROM ANY CLAIM OR LEGAL PROCEEDING BETWEEN YOU AND MARATHON, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES. THE REMEDY FOR ANY CLAIM OR SUIT AGAINST MARATHON WILL BE LIMITED TO DIRECT ACTUAL DAMAGES, WHICH SHALL NOT EXCEED THE AMOUNT OF CUSTOMER'S SINGLE LARGEST MONTHLY INVOICE DURING THE PRECEDING 12 MONTHS. CUSTOMER SHALL NOT PURSUE OR RECOVER ANY ADDITIONAL DAMAGES OR AMOUNTS FROM MARATHON, AND HEREBY WAIVES ALL OTHER REMEDIES IN LAW OR EQUITY. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGES. CUSTOMER AND MARATHON ACKNOWLEDGE THAT THERE ARE NO THIRD-PARTY BENEFICIARIES TO THIS AGREEMENT.
15. **Marathon Contact Information.** Customer may contact Marathon's Customer Service Center at 1-888-378-9898, Monday through Friday 9:00AM - 4:00PM EST (contact hours' subject to change). Customer may also contact Marathon Energy by mail at: 100 Elwood Davis Rd, Syracuse, NY 13212, or email at customerservice@mecny.com.
16. **Arbitration of Disputes, Waiver of Jury Trial, and Participation in Class Actions.** MARATHON AND CUSTOMER SHALL NOT BE PERMITTED TO JOIN OR CONSOLIDATE COMPLAINTS, CLAIMS, OR DISPUTES INVOLVING OTHERS, NOR SHALL ANY COMPLAINTS, CLAIMS, OR DISPUTES BE BROUGHT OR MAINTAINED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY. **MARATHON AND CUSTOMER UNDERSTAND AND AGREE THAT THEY ARE KNOWINGLY, VOLUNTARILY, AND WILLINGLY WAIVING THE RIGHT TO A TRIAL BY JURY. MARATHON AND CUSTOMER UNDERSTAND AND AGREE THAT THEY ARE KNOWINGLY, VOLUNTARILY, AND WILLINGLY WAIVING THE RIGHT TO PARTICIPATE IN OR BE REPRESENTED IN ANY CLASS ACTION OR CLASS ARBITRATION.** Any questions or complaints should be directed to Marathon's Customer Service Center. The parties are required to use their best efforts to resolve any disputes that may arise. Any unresolved disputes may be presented to a court of competent jurisdiction in New York County, New York. During the pendency of any dispute, Customer must pay all bills in full, except for the specific disputed amount, if any. Alternatively, a dispute or complaint may be submitted by either party at any time to the DPS Office of Consumer Services, New York State Public Service Commission, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223; by phone at 1-888-697-7728 or by visiting www.dps.state.ny.us.
17. **Applicable Laws.**
- Applicable Laws.** This Agreement is subject to all applicable federal, state, and local laws, and the orders, rules, and regulations of the governmental agencies having jurisdiction over the subject matter of this Agreement, including the DPS. This Agreement shall be construed under and shall be governed by the laws of the State of New York without regard to the application of its conflicts of law principles. Venue for any lawsuit brought to enforce any term or condition of this Agreement or to construe the terms hereof shall lie exclusively in the State of New York.
 - Regulatory or Other Changes.** Marathon and Customer recognize that a change in any law, rule, regulation, guideline, procedure, tariff, utility, ISO design, ICAP tag, gas capacity release, formula or formula input, demand charge, transmission value, Environmental Attribute (e.g. RECs, ZECs, carbon), Non-Market Based Rates (e.g. NTAC, SSC&D, Black Start), regulatory structure, or the interpretation or application of any of the foregoing applicable to Marathon or this Agreement by any entity, including but not limited to the LDC, Department of Public Service, New York State Public Service Commission, New York State Energy Research and Development Authority, Federal Energy Regulatory Commission or the New York Independent System Operator (each, a "Regulatory or Other Change") could materially impact a term, condition, or provision of this Agreement including, but not limited to price. Marathon and Customer further recognize that Marathon's ability to perform under this Agreement or the financial impact of a Regulatory Change that occurred prior to the date the parties executed this Agreement (the "Execution Date") may not be known until a future date. Accordingly, Marathon retains the right, at its sole discretion to (i) terminate this Agreement and return the Customer to the LDC at the next available meter read date; (ii) modify this Agreement to reflect a Regulatory Change that occurs after the Execution Date, including modifying Customer's price; and/or (iii) pass through to Customer any capital, operating, commodity, or other costs it incurs as a result of a Regulatory or Other Change ("New Costs") that occurred prior to the Execution Date where such: (a) New Costs were unknown or (b) New Costs did not become effective until after the Execution Date. In all cases, Marathon shall provide 15 days' prior written notice to Customer of any termination or modification to this Agreement resulting from a Regulatory or Other Change and/or application of any New Costs.
 - Material Adverse Changes.** If there is a material adverse change in the business operation or financial condition and/or creditworthiness of Customer (as determined by Marathon at its discretion) or if Customer fails to meet its obligations under this Agreement or pay or post any required security deposit, or if Marathon terminates its service offerings in Customer's LDC service territory or across New York State, then, in addition to any other remedies that it may have, Marathon may terminate this Agreement upon 15 days' written notice to Customer. If Customer's Usage indicates that Customer belongs to a different Customer Class than determined by Marathon at the time of contracting, Marathon shall have the option to drop Customer's supply back to the LDC and charge Customer an ETF as set forth in Section 6 of this Agreement.
 - Non-Mass Market Customer.** Customer represents, warrants, and covenants that (i) it is not a mass market customer, as defined by the New York State Public Service Commission. Customer agrees that if it is or becomes a mass market customer then the breach of the foregoing covenant is a default under this Agreement by Customer, and notwithstanding anything to the contrary herein, this Agreement may be

terminated by Marathon without further notice and Customer shall be liable to Marathon for any loss it incurs (using the calculation methodology described in Section 6).

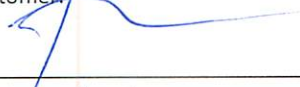
18. **Emergency Service.** Customer's LDC will continue to respond to leaks and emergencies. In the event of a gas leak, electric service interruption, or other emergency, Customer should immediately DIAL 911. Then call LDC emergency personnel. Customer may also call Marathon at 1-888-378-9898.

Central Hudson	1-800-527-2714	National Grid Metro	1-718-643-4050	NYSEG	1-800-572-1121
Con Edison	1-800-75-CONED	National Grid LI	1-800-490-0045	O&R Electric	1-877-434-4100
National Fuel Gas	1-800-444-3130	National Grid Upstate	1-800-892-2345	Rochester G&E	1-800-743-1701

19. **Assignment.** Customer may not assign its interests in or delegate its obligations under this Agreement without the express written consent of Marathon. Marathon may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financing agreement or receivables purchase program, and may, upon 30 days' prior written notice to you, assign this Agreement to another energy supplier, energy services company or other entity as authorized by the DPS, without Customer's consent.
20. **Miscellaneous.** This Agreement, including any enrollment form and applicable attachments, is the entire Agreement between Customer and Marathon with respect to the subject matter hereof and there are no promises, covenants, or undertakings other than those expressly set forth in this Agreement. This Agreement will inure to and be binding upon the successors and assignees of the parties. If any provision of the Agreement is held by a Court or regulatory agency of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way. No waiver of any provision of this Agreement shall be construed as a continuing waiver or shall constitute a waiver of any other provision.
21. **Electronic Signature.** Any signature (including any electronic symbol or process attached to, or associated with, this Agreement and adopted by Customer or Marathon with the intent to sign, authenticate, or accept such Agreement) hereto, or to any other certificate or document related to this transaction, through electronic means shall have the same legal validity and enforceability as a manually executed signature to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act and the New York State Electronic Signatures and Records Act, and the parties hereby waive any objection to the contrary.
22. **Electronic Communications.** By signing this Agreement, Customer consents to receiving any notice or correspondence (and for dual billed customers, bills) from Marathon by email. Customer may send any notice or correspondence to Marathon by email at customerservice@mecny.com. Customer agrees to provide Marathon with a current email address and to notify Marathon of any change of Customer's email address. Notwithstanding anything contained in this Agreement, if you are a customer enrolled as a result of door-to-door marketing, any renewal notice will be sent to you by U.S. Mail.
23. **Renewably Sourced Energy.** Marathon Energy will match the Customer's selected electric percentage with renewable energy credits (RECs) from nationally sourced resources. RECs represent the environmental attributes associated with the applicable amount of renewable energy generation from various renewable sources including, but not limited to, solar thermal, photovoltaics, on land and offshore wind, hydroelectric, geothermal electric, geothermal ground source heat, tidal energy, wave energy, ocean thermal, and fuel cells, or other qualifying renewable resources. RECs will be purchased and retired to satisfy the percentage of renewable generation guaranteed by this Agreement.

IN WITNESS WHEREOF Customer hereby accepts all Terms & Conditions set forth above and incorporated herein, and have caused this Agreement to be executed:

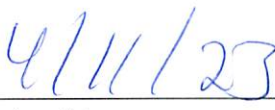
For Customer:



Customer Signature

Todd Venning

Print Name



Signature Date

City Manager

Print Title

Contract Addendum

LDC	Account Name	LDC Number	Rate Class	Service Address	City	State	Zip Code	Start Date	Product	Term (months)	Rate	Unit
CHUD	CITY OF NEWBURGH	210041466561000401798	G02HTFS	129 S ROBINSON AVE	NEWBURGH	NY	125505821	October 2023	Fixed	7	0.520900	therm
CHUD	CITY OF NEWBURGH RECREATION PARK OFFICE	210041128151000403440	G02HTFS	WASHINGTON ST ACTIVITY CTR	NEWBURGH	NY	125500000	October 2023	Fixed	7	0.520900	therm
CHUD	CITY OF NEWBURGH	210041160301000402890	G02HTFS	294-306 BROADWAY BROADWAY SCHOOL	NEWBURGH	NY	125505409	October 2023	Fixed	7	0.520900	therm
CHUD	CITY OF NEWBURGH FILTRATION PLANT	210040668621000404328	G02HTFS	493 RT 207	NEWBURGH	NY	125500000	October 2023	Fixed	7	0.520900	therm
CHUD	CITY OF NEWBURGH SOFTBALL HALL OF FAME	210041132431000403442	G02HTFS	399 WASHINGTON ST	NEWBURGH	NY	125505330	October 2023	Fixed	7	0.520900	therm
CHUD	CITY OF NEWBURGH	210041146541000403451	G02HTFS	375 WASHINGTON ST	NEWBURGH	NY	125505330	October 2023	Fixed	7	0.520900	therm
CHUD	CITY OF NEWBURGH INCINERATOR	210041401051000401741	G02HTFS	2 RENWICK ST	NEWBURGH	NY	125506034	October 2023	Fixed	7	0.520900	therm
CHUD	CITY OF NEWBURGH GARAGE	210041184731000402274	G02HTFS	88 PIERCES RD	NEWBURGH	NY	125503247	October 2023	Fixed	7	0.520900	therm
CHUD	CITY OF NEWBURGH	210041322841000401673	G02HTFS	83 BROADWAY	NEWBURGH	NY	125505617	October 2023	Fixed	7	0.520900	therm
CHUD	CITY OF NEWBURGH NEWBURGH COMMUNITY CTR.	210041456331000401781	G02HTFS	104 S LANDER ST	NEWBURGH	NY	125506325	October 2023	Fixed	7	0.520900	therm
CHUD	CITY OF NEWBURGH RECREATION DEPT.	210041481811000403101	G02HTFS	DOWNING PARK	NEWBURGH	NY	125500000	October 2023	Fixed	7	0.520900	therm
CHUD	CITY OF NEWBURGH FIRE DEPARTMENT	210041333571000401678	G02HTFS	22 GRAND ST	NEWBURGH	NY	125505626	October 2023	Fixed	7	0.520900	therm
CHUD	CITY OF NEWBURGH	210041352871000402332	G02HTFS	492 BROADWAY FIREHOUSE	NEWBURGH	NY	125500000	October 2023	Fixed	7	0.520900	therm



Contract Addendum

For Marathon Energy:

Marathon Representative Name

Marathon Representative Signature

For Customer:

Customer's Printed Name & Title

Customer's Signature

Date

Date

Todd Venning City Manager/CEO
4/11/25

Toll Free 888.378.9898

100 Elwood Davis Road, Syracuse, NY 13212 / www.mecny.com

Rev 3.2 20201026

SCHEDULE A - Account Listing, Features and Base Load Usage

Baseload Usage: Monthly Usage (therm) @100% Swing																	
Account Number	LDC	SC	Pool	TransClass	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Usage
210041466561000401798	CHUD	G02HTFS		Firm	254	220	181	60	22	0	0	0	6	44	144	218	1149
210041128151000403440	CHUD	G02HTFS		Firm	825	721	605	338	148	30	8	11	67	257	496	715	4221
210041160301000402890	CHUD	G02HTFS		Firm	4161	3656	3094	1796	840	244	135	148	431	1390	2567	3628	22090
210040668621000404328	CHUD	G02HTFS		Firm	3539	3067	2542	1335	475	0	0	0	107	970	2050	3041	17126
210041132431000403442	CHUD	G02HTFS		Firm	622	542	454	251	106	16	0	1	44	189	371	538	3134
210041146541000403451	CHUD	G02HTFS		Firm	1009	890	757	452	235	100	75	78	142	360	633	883	5614
210041401051000401741	CHUD	G02HTFS		Firm	1034	899	749	405	159	6	0	0	54	300	609	891	5106
210041184731000402274	CHUD	G02HTFS		Firm	5557	4808	3975	2059	695	0	0	0	111	1480	3194	4767	26646
210041322841000401673	CHUD	G02HTFS		Firm	2341	2043	1711	949	406	68	6	13	174	719	1401	2027	11858
210041456331000401781	CHUD	G02HTFS		Firm	626	542	448	233	79	0	0	0	14	168	360	537	3007
210041481811000403101	CHUD	G02HTFS		Firm	148	127	105	53	16	0	0	0	0	37	84	126	696
210041333571000401678	CHUD	G02HTFS		Firm	7159	6287	5315	3130	1349	240	36	60	587	2374	4404	6238	37179
210041352871000402332	CHUD	G02HTFS		Firm	495	432	361	198	82	10	0	0	32	149	295	428	2482
Totals					27770	24234	20297	11259	4612	714	260	311	1769	8437	16608	24037	140308

Toll Free 888.378.9898
100 Elwood Davis Road, Syracuse, NY 13212 / www.energo.com



City of Newburgh

Natural Gas Bid Results

Date: 4/11/2023

Annual Average Consumption - Ccf: 140,000
October - April 132,442

Term Start Date: May-23

CenHud 12M Weighted Average Cost of Gas: \$ 0.8839 Term: April 2022 - March 2023

CenHud Winter Only Weighted Average Cost of Gas: \$ 0.8913 Term: October 2022 - March 2023

Proposed Contract - Winter Term - Oct 23 - May 24 \$ 0.5376 Weighted Average of both Winter terms: \$ 0.5778
Proposed Savings vs. CenHud \$ 46,846

Proposed Contract - 12 Months - May 23 - Apr 24 \$ 0.5676
Proposed Savings vs. CenHud \$ 44,282

Supplier		Fixed Price Winter Only Oct 23 - May 24	Fixed Price Winter Only Oct 24 - Apr 25	Fixed Price 12 Month May Start	Fixed Price 18 Month May Start	Fixed Price 24 Month May Start
Direct Energy	Per Therm	\$ 0.5601	\$ 0.6357	\$ 0.5554	\$ 0.5652	\$ 0.5943
	Per Ccf	\$ 0.5780	\$ 0.6560	\$ 0.5732	\$ 0.5833	\$ 0.6133
Engie Services	Per Therm	Oct 23 - Mar 24 \$ 0.5699	Oct 24 - Mar 25 \$ 0.6579	\$ 0.5614	\$ 0.5881	\$ 0.6047
Energo	Per Therm	\$ 0.5209	\$ 0.5989	\$ 0.5500	\$ 0.5739	\$ 0.5889
	Per Ccf	\$ 0.5376	\$ 0.6181	\$ 0.5676	\$ 0.5923	\$ 0.6077

All pricing is confidential and is for the informational purposes of City of Newburgh.

RESOLUTION NO.: 73 - 2023

OF

APRIL 24, 2023

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN
AGREEMENT WITH THE GREATER NEWBURGH PARKS CONSERVANCY, INC.
FOR THE 2023 ENVIRONMENTAL JUSTICE FELLOWS PROGRAM
IN THE AMOUNT OF \$15,000.00**

WHEREAS, the City of Newburgh Conservation Advisory Council, the Greater Newburgh Parks Conservancy, Inc. and Outdoor Promise, Inc. successfully undertook an Environmental Justice Fellows Program in 2022; and

WHEREAS, the City of Newburgh Conservation Advisory Council, the Greater Newburgh Parks Conservancy, Inc. will continue the Environmental Justice Fellows Program in 2023; and

WHEREAS, the 2023 Environmental Justice Fellows Program is an 8-month program providing educational and leadership opportunities for City of Newburgh youth interested in the environment and the benefits of street trees in urban areas; and

WHEREAS, the Greater Newburgh Parks Conservancy will provide administration, management and supervision services to the 2023 Environmental Justice Fellows Program and requires an agreement with the City of Newburgh on behalf of the Conservation Advisory Council; and

WHEREAS, the funding for the services provided under the agreement will be in the amount of \$15,000.00 and derived from A.7129.0448; and

WHEREAS, this Council has determined that entering into an agreement with the Greater Newburgh Parks Conservancy, Inc. for the purpose of undertaking the 2023 Environmental Justice Fellows Program is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute a vendor services agreement the Greater Newburgh Parks Conservancy, Inc. for the 2023 Environmental Justice Fellows Program in the amount of \$15,000.00.

AGREEMENT FOR VENDOR SERVICES

THIS AGREEMENT is entered into as of this _____ day of _____, 20____, 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 the **GREATER NEWBURGH PARKS CONSERVANCY, INC.**, a New York not-for-profit corporation with an address of 28 Bay View Terrace, Newburgh New York 12550, hereinafter referred to as “**VENDOR**.”

ARTICLE 1. SCOPE OF WORK

VENDOR agrees to perform the SERVICES identified in Schedule A, (the “SERVICES”) which is attached to, and is part of this Agreement. VENDOR agrees to perform the SERVICES in accordance with the terms and conditions of this Agreement. It is specifically agreed that the CITY will not compensate VENDOR for any SERVICES 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”). In the event of a conflict between the body of this Agreement and Schedule A, the provisions in the body of this Agreement shall govern.

ARTICLE 2. TERM OF AGREEMENT

VENDOR agrees to perform the SERVICES beginning May ____, 2023, and ending December 31, 2023.

ARTICLE 3. COMPENSATION

For satisfactory performance of the SERVICES or, as such SERVICES may be modified by mutual written agreement, the CITY agrees to compensate VENDOR in accordance with the fees and expenses as stated in Schedule B, which is attached to and is part of this Agreement. VENDOR SHALL receive the not to exceed cost of the contract in 2 lump sum payments. VENDOR SHALL submit to the CITY a monthly itemized statement of expenditures for SERVICES

rendered and expenses incurred during the prior month and prepared in such form and supported by such documents as the CITY may reasonably require. The CITY will pay to VENDOR the first lump sum in the amount equal to 75% of the not-to-exceed cost of the Agreement within thirty (30) days after approval of this Agreement and the second lump sum in the amount equal to 25% of the not-to-exceed cost of the Agreement on or before September 1, 2023.

A not-to-exceed cost of \$ 15,000.00 has been established for the scope of SERVICES rendered by VENDOR. Costs in excess of such not-to-exceed cost, if any, may not be incurred without prior written authorization of the City Manager of the CITY, evidenced only by a written Change Order or Addendum to this Agreement, after consultation with the Department Head. It is specifically agreed to by VENDOR that the CITY will not be responsible for any additional cost or costs in excess of the above noted not-to-exceed cost if the CITY’S authorization by the City Manager is not given in writing prior to the performance of the SERVICES giving rise to such excess or additional costs.

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 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 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, except as provided in Exhibit "B" and Exhibit "C",

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.

ARTICLE 10. BOOKS AND RECORDS

VENDOR agrees to maintain separate and 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.

VENDOR shall submit a report to the City identifying prescribed services contracted for under this Agreement prior to the termination of this Agreement. VENDOR shall also submit reports identifying prescribed services contracted for under this Agreement upon request by the City while this Agreement is in effect.

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, 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 aggregate	\$1,000,000
Comprehensive General Liability, including Broad form contractual Liability, bodily injury and property damage	\$1,000,000 aggregate \$2,000,000 each occurrence

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

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the CITY with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without fifteen (15) days prior written notice to the CITY, directed to the City Manager, the Corporation Counsel and to the Department Head and the CITY shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to VENDOR.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis, it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

A. Policy retroactive dates coincide with or precede VENDOR'S start of the performance of this Agreement (including subsequent policies purchased as renewals or replacements);

B. VENDOR will maintain similar insurance for at least six (6) years following final acceptance of the SERVICES;

C. If the insurance is terminated for any reason, VENDOR agrees to purchase an unlimited extended reporting provision to report claims arising from the SERVICES performed or goods provided for the CITY; and

D. Immediate notice shall be given to the CITY through the City Manager of circumstances or incidents that might give rise to future claims with respect to the SERVICES performed under this Agreement.

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. VENDOR'S obligations under this clause to maintain the confidentiality of such information and to refrain from using such information in any manner without the prior written approval of the CITY shall survive the termination or expiration of this Agreement.

ARTICLE 17. TERMINATION

Either party may terminate this Agreement by providing 30 days' written notice to the parties listed in this Article 17. Upon receipt of notice of termination, 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 and material purchased by VENDOR through or under this Agreement. Any completed reports and any other material obtained in the preparation of reports under this Agreement, whether such reports are completed or not, shall become property of the CITY, and such records shall be submitted to it.

Notices shall be provided as follows:

If to CITY:
City of Newburgh
Office of the Corporation Counsel
83 Broadway, 2d Floor
Newburgh, NY 12550

If to VENDOR:
Greater Newburgh Parks Conservancy
Attn.: Kathy Lawrence
28 Bay View Terrace, 2d Floor
Newburgh, NY 12550.

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. In the event of termination, VENDOR shall be entitled to receive equitable compensation for any work completed to the satisfaction of the CITY. However, if termination is affected by the CITY because of default or breach of VENDOR, the CITY may withhold any payments due VENDOR for the purpose of set-off in such amount that the CITY reasonably determines to be the damages due it by VENDOR.

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. 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 20. 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 21. 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 22. 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 23. 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.

Remainder of this page intentionally left blank

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date set forth above.

THE CITY OF NEWBURGH

GREATER NEWBURGH PARKS
CONSERVANCY, INC.

BY: _____
TODD VENNING
CITY MANAGER

BY: _____
NAME:
TITLE:

DATE: _____

DATE: _____

Approved as to form:

MICHELLE KELSON, Corporation Counsel

JANICE GASTON, Acting City Comptroller

EXHIBIT A-SCOPE OF WORK

The Greater Newburgh Parks Conservancy will partner with the City of Newburgh Conservation Advisory Committee on the 2023 Environmental Justice Fellowship (EJF) program funded in part by the City of Newburgh.

- Plan, implement and manage the 2023 Environmental Justice Fellowship program May – December 2023. Provide monthly production reports reflecting work done by administrative staff and EJ Fellows.
- Administrative costs not to exceed 40% of total budget costs.
- Conduct outreach, identify and interview potential Environmental Justice Fellows.
- Select, orient, train, support, provide a stipend, and create leadership and public speaking opportunities for no more than five (5) young people from the City of Newburgh. Any increase in the number of EJ Fellows must be prior approved by the City of Newburgh.
- Provide community outreach, engagement, education and activation.
- Create and distribute social media posts, public education fliers and newspaper articles on street tree benefits, planting and maintenance.
- Plan, conduct and generate participation in online EJF workshops.
- Coordinate planting of up to 43 trees throughout the 4 wards of the City of Newburgh by surveying residents, cross-referencing with TreeKeeper, encouraging property owners to help water and monitor the health of trees, and recommending tree planting locations. May help with soil amendments, mulching, staking, installing watering devices on tree planting days. Any increase in the quantity of trees planted must be prior approved by the City of Newburgh.
 - Trees and associated materials (compost, stakes, guy wires, watering devices etc.) to be purchased by CAC.
 - 811 requests, tree pit excavation, and tree planting to be done by DPW in coordination with the CAC and the Conservancy.
- Mobilize community stewardship of street trees through community engagement, tree care workshops and hand-on training in caring for and maintaining street trees.
- Assist the City of Newburgh and CAC with other duties that may be reasonably requested, related to tree care and tree stewardship.

EXHIBIT B - 2023 EJ Fellowship Program Budget

Item	Cost	Notes
<u>Community/Volunteer Education & Training</u>		
EJ Fellows Leadership Development Stipend	\$7,000	Not to exceed 5 Fellows: \$20/hour x 10hrs a month x 7 months (May - Nov.)
Community Engagement & Tracking	\$6,000	Build out Tree Care Corps; plan and implement tree care workshops/volunteer days, maintain regular communication with tree stewards, EJF Fellows, allied groups; enhance work with key allied organizations, track & respond to public inquiries. Oversee Fellows Canvassing/Community Engagement Issues: Trees, NRI, Air Climate Task Force; Quality Days of action: EJF sponsored + allied group led. \$25/hour x 8 hours/week x 30 weeks
Learning Management System Fee	\$100	Online course hosting. Accessible to full City and beyond. Content archivable and usable.
<u>Community Events</u>		
Liability Insurance	\$950	As required in Vendor Services Agreement
Videography/Photography	\$500	Create 2023 EJFP Wrap Up Video
<u>Media/Marketing</u>		
EJF branded uniform for Fellows	\$450	Branded Activewear
	\$15,000	

RESOLUTION NO.: 74 - 2023

OF

APRIL 24, 2023

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A
RIGHT OF ENTRY AGREEMENT WITH
THE UNITED STATES DEPARTMENT OF THE ARMY AND
ITS CONTRACTED AGENTS TO ALLOW ACCESS TO CITY OWNED PROPERTY
IN CONNECTION WITH A REMEDIAL INVESTIGATION PROJECT
OF THE STEWART AIR NATIONAL GUARD BASE AREA**

WHEREAS, the United States Department of the Army is undertaking a remedial investigation of the Stewart Air National Guard Base Area; and

WHEREAS, the United States Department of the Army has requested access to City-owned water supply property identified as Section 4, Block 1, Lot 12.2, Section 4, Block 3, Lot 1.1, Section 32, Block 2, Lot 53, and Section 97, Block 3, Lot 10 on the official tax map of Orange County (“the City Property”) for the purposes of installing monitoring wells for soil and groundwater sampling; and

WHEREAS, the City agrees to provide access to the United States Department of the Army and its contracted agents to the portions of the City Property to allow the United States Department of the Army to perform the work, subject to the conditions provided within the attached Rite of Entry Agreement; and

WHEREAS, this Council has reviewed the attached Right of Entry Agreement and has determined that entering into the same is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the Right of Entry Agreement with the United States Department of the Army and their contracted agents to allow them access to City owned property in connection with the remedial investigation project of the Stewart Air National Guard Base Area.

DEPARTMENT OF THE ARMY
RIGHT-OF-ENTRY
Per and Polyfluoroalkyl Substances (PFAS) Program

Project: Stewart Air National Guard Base Area

Property I.D. #: Assessor Parcel Numbers (APNs) 4-1-12.2, 4-3-1.1 and 32-2-53 in the Town of New Windsor, and APN 97-3-10 in the Town of Newburgh.

The undersigned, the City of Newburgh, hereinafter called the "City," in consideration for the mutual benefits of the work described below, hereby grants the **UNITED STATES OF AMERICA**, Department of the Army, hereinafter called the "Government," a right-of-entry upon the following terms and conditions:

- 1.** The City hereby grants to the Government, its employees, officers, and contractors, an assignable right to enter in, on, over and across the land described below in APNs 4-1-12.2, 4-3-1.1, 32-2-53, and 97-3-10 for the purpose of conducting remedial investigation as determined by the Government for a period not to exceed thirty-six (36) months or for a period not less than the duration of the remedial investigation phase, beginning with the date of the signing of this instrument for use by the Government, its representatives, agents, contractors, and assigns, as a work area for the PFAS Program, whichever is sooner, and perform any other such work as may be further described in the Government's remedial investigation Scope of Work and Site Access Plan, Revision 2, dated April 5, 2023, as previously reviewed and approved by the City.
- 2.** The City also grants the right to the Government to request entry from the City to any other adjoining lands owned by the City, as may be necessary in order to use the lands described herein and for the purposes listed in the Right of Entry, Scope of Work, and Site Access Plan. If access to such adjoining land is required, the Government will provide remedial investigation scope of work and site access plan for the adjoining land for the City's review. The City's approval of such request by the Government not to be unreasonably denied.
- 3.** All proposed activities will be coordinated with the City five (5) days prior to the start of a phase of field work.
- 4.** All tools, equipment, and other property taken upon or placed upon the land by the Government shall remain the property of the Government and shall be removed by the Government at any time within a reasonable period after the expiration of this permit of right-of-entry.
- 5.** If any action of the Government's employees or agents in the exercise of this right-of-entry results in damage to the real property, the Government will, in its sole discretion, either repair such damage or make an appropriate settlement with the City. In no event shall such repair or settlement exceed the fair market value of the fee title to the real property at the time immediately preceding such damage. The Government's liability under this clause is subject to the availability of appropriations for such payment, and nothing contained in this agreement may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies. The provisions of this

clause are without prejudice to any rights the City may have to make a claim under applicable laws for any damages other than those provided for herein.

6. The land affected by this right-of-entry is located in Orange County, New York, and is described as follows: APNs 4-1-12.2, 4-3-1.1 and 32-2-53 in the Town of New Windsor, and APN 97-3-10 in the Town of Newburgh, as shown on **EXHIBIT "A"** attached hereto.

7. This Right of Entry includes and incorporates by reference Exhibit "A" depicting the lands affected, the Addendum, Scope of Work and Site Access Plan, Revision 2, dated April 5, 2023, and the insurance certificates required by this Right of Entry and the Addendum.

Dated this _____ day of _____, 2023.

BY: _____
CITY OF NEWBURGH
Todd Venning
City Manager

BY: _____
THE UNITED STATES OF AMERICA
Helen Luke
Chief, Real Estate New York District
Real Estate Contracting Officer

CERTIFICATE OF AUTHORITY

I, _____ certify that I am _____ of the
(Name) (Title)

_____ City of Newburgh _____, and that _____ Todd Venning _____, who signed the
(name of corporation, agency, etc.) (name of person who signed above)

foregoing instrument on behalf of the City, was then the _____ City Manager _____ of the
(title of person who signed above)

_____ City of Newburgh _____. I further certify that the said _____ Todd Venning _____
(name of corporation, agency, etc.) (name of person who signed above)

was acting within the scope of powers delegated to him/her in executing said instrument.

Date: _____

Signature¹: _____

¹ Certificate of authority is required if owner is a corporation, company, agency, etc. to verify that the person who signed this page has the proper authority to sign on owner or agency's behalf.

ADDENDUM

1. This Right of Entry is only assignable to another agency or branch of the U.S. Government.
2. All work described in the attached Scope of Work, relative to this Right of Entry, will be at the expense of the Government, subject to the appropriation of funding for such purposes.
3. The Government will coordinate with the City, in order for a designated City representative to be present during the performance of work, as described in the Scope of Work, at the sites, and to also have an engineering consultant, as designated by the City, to be present, with the ability to obtain a split of any samples taken. Any and all costs of such split samples will be the responsibility of the City. The Government makes no warranty herein, and also, assumes no risk or liability therein, as may arise with such split samples taken.
4. It is acknowledged, that by separate agreement, any contractors of the Government shall maintain or cause to be maintained, the following policies of insurance, as procured from insurance companies authorized to do business in New York: (a) Workers Compensation Insurance and Employer Liability Insurance providing statutory benefits and limits; (b) Motor Vehicle Insurance with coverage for all owned, non-owned and hired vehicles with combined single limits of not less than \$1,000,000.00 per occurrence for bodily injury and property damage; (c) Commercial General Liability Insurance with combined single limits of not less than \$2,000,000.00 per occurrence for bodily injury and property damage naming the City of Newburgh as an additional insured; and (d) pollution liability insurance.
5. Upon completion of the work, subject to this Right of Entry and related Scope of Work, the Government shall provide the City with a copy of any laboratory analytical reports and any final written report, regarding the work, subject to this Right of Entry and related Scope of Work.
6. The Scope of Work and Site Access Plan are attached hereto, and also herein, incorporated by reference into this Right of Entry. It is understood by the Government and acknowledged by the City, that the City has reviewed and approved the attached Scope of Work and Site Access Plan.
7. Whenever there arises a conflict between the terms of the Right of Entry including exhibits and this Addendum, the terms of this Addendum shall prevail.

APNs 4-1-12.2, 4-3-1.1, 32-2-53 & 97-3-10

Parcels:

- 4-1-12.2: 660 Little Britain Rd, New Windsor
- 4-3-1.1: Rt 207, New Windsor
- 32-2-53: 117 Moores Hill Rd, New Windsor
- 97-3-10: Old Little Britain Rd, Newburgh

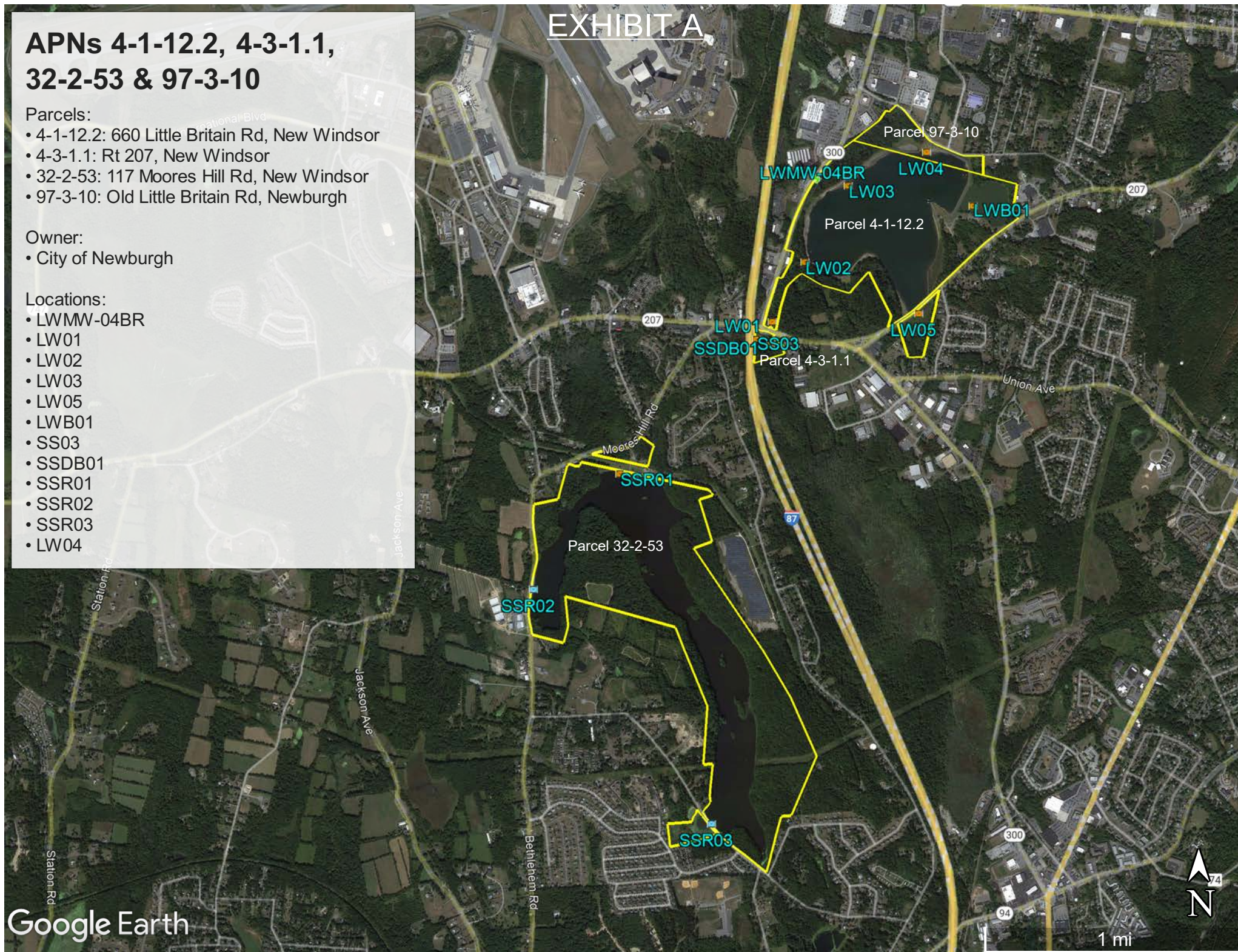
Owner:

- City of Newburgh

Locations:

- LWMW-04BR
- LW01
- LW02
- LW03
- LW05
- LWB01
- SS03
- SSDB01
- SSR01
- SSR02
- SSR03
- LW04

EXHIBIT A



Proposed Environmental Drilling and Sampling Scope of Work
City of Newburgh, New York Property
Phase 1 Per- and Polyfluoroalkyl Substances (PFAS) Remedial Investigation
Stewart Air National Guard Base
December 22, 2022
REVISION 1: January 25, 2023
REVISION 2: April 5, 2023

AECOM Technical Services, Inc. (AECOM), under contract with USACE, is conducting a Phase 1 Per- and Polyfluoroalkyl Substances (PFAS) Remedial Investigation (RI) at the Stewart Air National Guard Base (SANGB) in Newburgh, NY. As part of the approved Uniform Federal Policy-Quality Assurance Project Plan (UFP-QAPP) for the RI, twelve (12) sampling locations are proposed to be completed under field Mobilization 1 on City of Newburgh, NY properties, which include Lake Washington, the Silver Stream diversion basin, and Brown's Pond. These proposed Mobilization 1 sampling locations, including one new groundwater monitoring well and eleven surface water and sediment samples, are shown on attached **Figures 1 and 2**.

AECOM's drilling subcontractor, AARCO Environmental Services Corp. (AARCO), will use a rotasonic drilling rig to advance a test boring for the installation of the new monitoring well LWMW-04BR (**Figure 1**). This boring and completed monitoring well will be located east of Route 300, near the northwestern perimeter of Lake Washington. Before commencing drilling, AECOM's utility clearance subcontractor will use ground-penetrating radar (GPR) and electro-magnetic induction equipment to survey each drilling location to locate and avoid subsurface utilities. In addition, AARCO will contact DigSafely NY to complete public utility location clearance for the location and will also hand clear the boring to a depth of five feet with a hand auger.

AARCO will complete boring LWMW-04BR (**Figure 1**) as a permanent monitoring well installed in the upper 20 feet of bedrock. The boring for well LWMW-04BR will be advanced to the top of rock and the sonic casing will then be seated at least one foot into bedrock. The boring will then be continued up to twenty feet into bedrock using HQ wireline rock coring methods. Upon completion of drilling, a 2-inch diameter PVC monitoring well will be installed in the bedrock core hole. The well will be constructed with 10 feet of PVC screen and solid riser pipe extending to ground surface. Quartz silica sand will be placed around the well screen to a depth of up to 3 feet above the top of screen. A 3-foot thick bentonite pellet seal will then be installed above the top of the sand pack and the remaining borehole annulus will be sealed with cement-bentonite grout as the sonic casing is extracted. Depending on the City's direction, the top of the well will be completed with either a flush-mount or standpipe (with bollard posts) and locking protective casing. AECOM will collect groundwater samples from the well for laboratory analysis at least three times after it is installed and prior to the scheduled completion date of RI field work, July 2024.

AARCO will complete borehole drilling using a Geoprobe® brand sonic drill rig Model #8140LC and a Geoprobe® Model 7822DT rig for rock coring. Specification sheets for the rigs are attached. Drill cuttings and excess drilling water and purged groundwater generated during the work will be placed into 55-gallon steel drums and transported to SANGB upon completion. The work area around the boreholes will be restored as practicable to existing conditions.

The 11 remaining locations are "non-intrusive" (i.e., no drill rig required) proposed for the collection of surface water and sediment samples. Eight of the proposed locations include surface water and sediment samples within Lake Washington or the Silver Stream diversion basin (LW01, LW02, LW03, LW04, LW05, LWB01, SS03, and SSDB01; **Figure 1**), and three of the locations are within Brown's Pond (SSR01, SSR02 and SSR03; **Figure 2**). AECOM will conduct two sampling rounds at these locations.

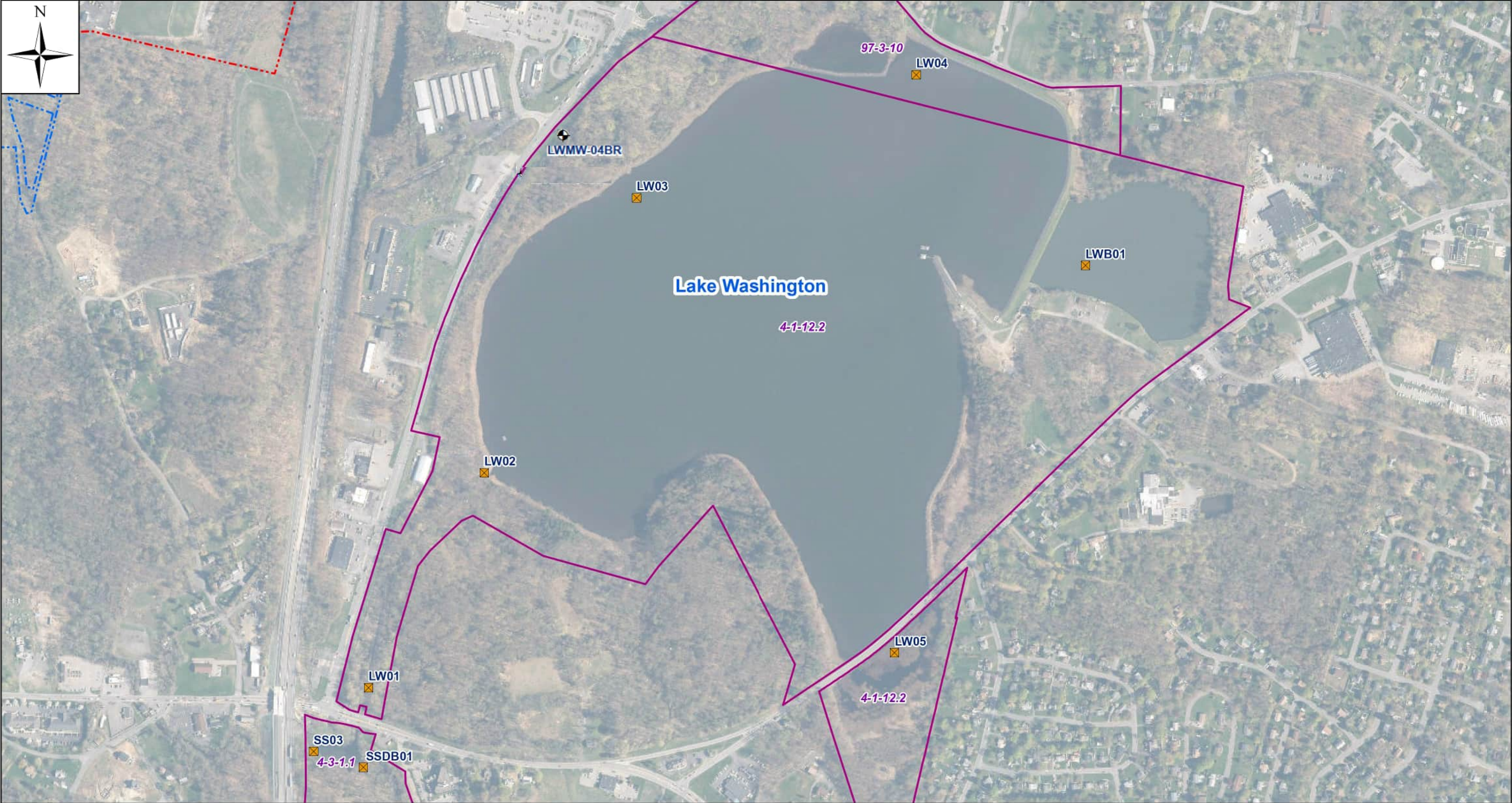
Detailed Access Plan:

- The installation and sampling of monitoring well LWMW-04BR, and the collection of surface water/sediment samples at the eleven (11) other locations will occur under multiple and separate mobilizations that will occur throughout the course of the RI.
- AECOM will notify the Commissioner of Public Works, Jason Morris, P.E., at (845) 569-7448 (jmorris@cityofnewburgh-ny.gov) and the City Water Superintendent, Wayne Vradenburgh,

at (845) 565-3356 at least 10 days in advance (of each mobilization) of anticipated access to and conduct of field work on City property.

- All work will be conducted generally Monday through Friday during daytime hours (i.e., 7:00 a.m. to 5:00 p.m.).
- Prior to drilling LWMW-04BR, AECOM's drilling subcontractor (AARCO) will file a Dig-Safely NY 811 notice and AECOM's utility locating subcontractor (GPRS) will use geophysical instruments including GPR to clear the borehole location of underground utilities. At the start of work, AARCO will hand-clear the borehole to a depth of 5-feet bgs using a hand auger.
- The exact proposed location of monitoring well LWMW-04BR, and notes regarding plans to access this location, are shown in the attached **Figure 1A**. Notes regarding the means by which AECOM will access the proposed surface water and sediment sampling locations are shown in attached **Figures 1B and 2A**. Note that **Figure 2A** does not describe how AECOM will access Brown's Pond for the collection of surface water sample locations SSR02 or SSR03; these samples will be collected from the shoreline and accessed from the Mt. Airy Road public right-of-way.
- Access to, and installation of, monitoring well LWMW-04BR and surface water/sediment sample locations will not cause disturbance to City of Newburgh infrastructure(s).
- Investigation Derived Waste (IDW) generated during the work, including excess soil from drill cuttings, excess water used and generated during drilling and equipment decontamination, and groundwater purged from the wells, will be placed into DOT-approved steel 55-gallon drums for disposal at a permitted landfill. Representative samples of each IDW waste stream will be collected for laboratory waste characterization analysis as required by the disposal facility. Copies of waste characterization analytical results and disposal manifests for the IDW will be provided to the City.
- Controls that will be implemented during drilling and installation of monitoring well LWMW-04BR, to mitigate impact to stormwater in this MS4 area, will include the containerization in drums of excess drill cuttings and drilling fluids.
- No intrusive activities are planned within I87 Thruway Authority property or ROW so no approval of temporary access permits are required.
- No intrusive activities are being conducted within a dam, so there are no NYSDEC or NYCDEP dam safety permits required for this project.
- AECOM and its subcontractors will not park its vehicles or operate in any way that would interfere with, or cause delays of, day-to-day operations at either the Washington Lake Park or Brown's Pond properties.
- Monitoring well LWMW-04BR will be installed with a locked protective surface casing to prevent unauthorized access to the well. Only AECOM and the SANGB environmental manager will hold the key for this locked well casing.

SAMPLE LOCATION MAPS



CLIENT	New York Air National Guard			
PROJECT	Stewart ANGB PFAS RI			
REVISED	12/22/2022 1/24/2023	GIS BY WH	GC PY	12/22/2022
SCALE	1:6,600	CHK BY	PY	12/22/2022
Base Map: Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community	PM	JS	12/22/2022	

Proposed RI Samples

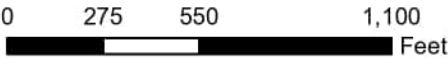
- Groundwater - Proposed New Well Localton (Drill Rig)
- Surface Water/Sediment Pair

- Orange Co. NY Tax Map Parcel No. 4-1-12.2 Boundary (Approximate)
- NYSDOT Easement Area (Approximate)
- Stewart ANG Base Boundary (Approximate)

Proposed Sample Locations - Mobilization 1
On City of Newburgh Property

AECOM 12420 Milestone Center Drive
Germantown, MD 20876

Figure 1



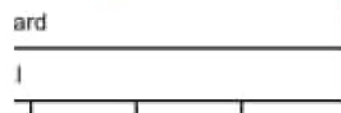
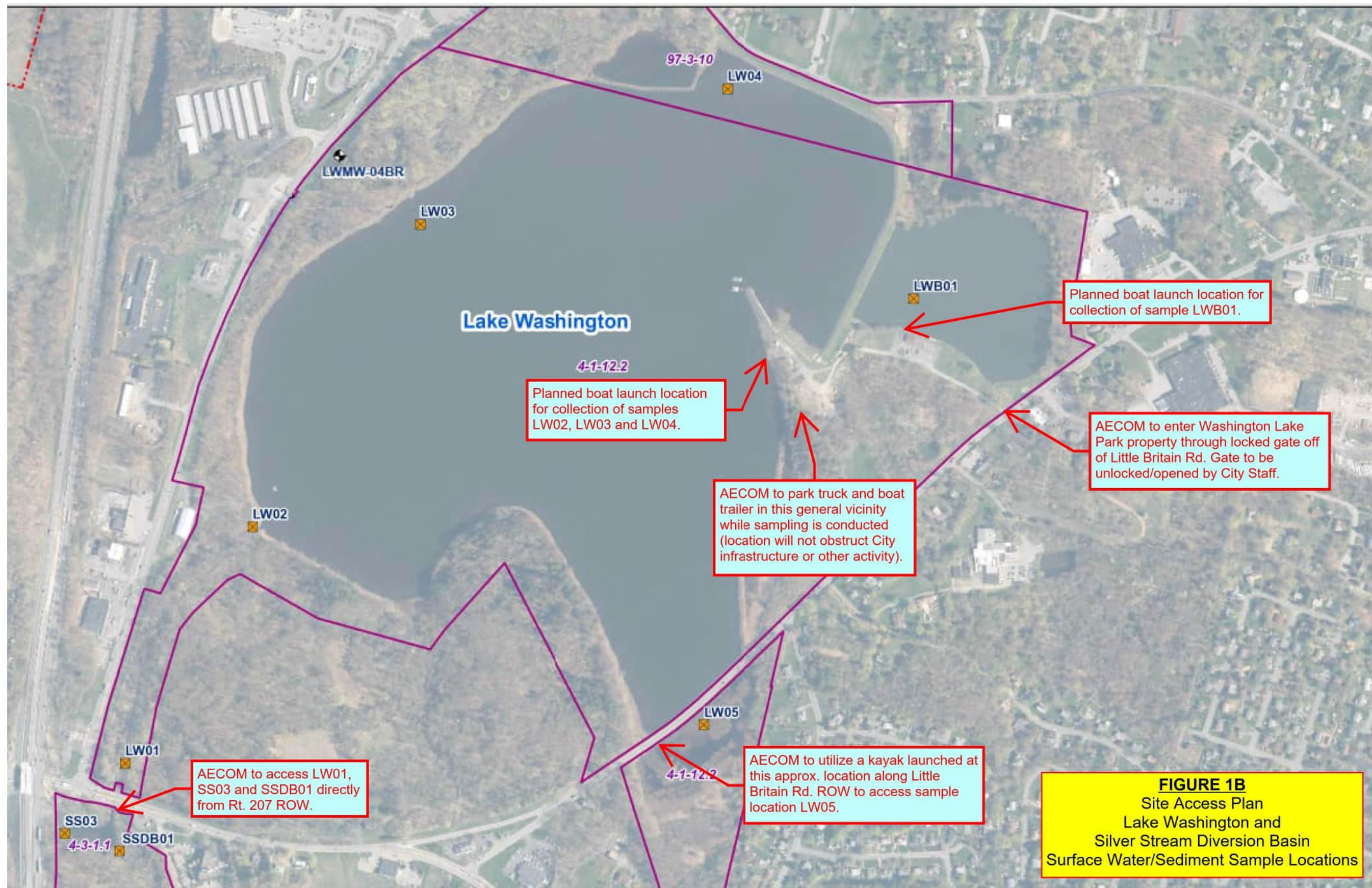
AECOM and drilling contractor (AARCO) to access LMMW-04BR location directly from Rt. 300 (Union Ave) shoulder. Drilling rig and 2 support trucks to be parked at this location during duration of well installation. AECOM staff to access the well at later dates to sample the well.

LW03

FIGURE 1A
Site Access Plan
Monitoring Well LWMW-04B Installation

Google Earth

Imagery Date: 9/18/2019 lat 41.492608° lon -74.072827° elev 0 ft eye alt 2083 ft



Proposed RI Samples

Groundwater - Proposed New Well Location (Drill Rig)

Orange Co. NY Tax Map Parcel No. 4-1-12.2 Boundary (Approximate)

**Proposed Sample Locations - Mobilization 1
On City of Newburgh Property**



CLIENT	New York Air National Guard				
PROJECT	Stewart ANGB PFAS RI				
REVISED	12/22/2022 1/24/2023	GIS BY	SC WH	12/22/2022	
SCALE	1:12,000	CHK BY	PY	12/22/2022	
Base Map: Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community		PM	JS	12/22/2022	

Proposed RI Samples

- Surface Water/Sediment Pair
- Surface Water

Orange Co. NY Tax Map Parcel No. 32-2-53 Boundary (Approximate)

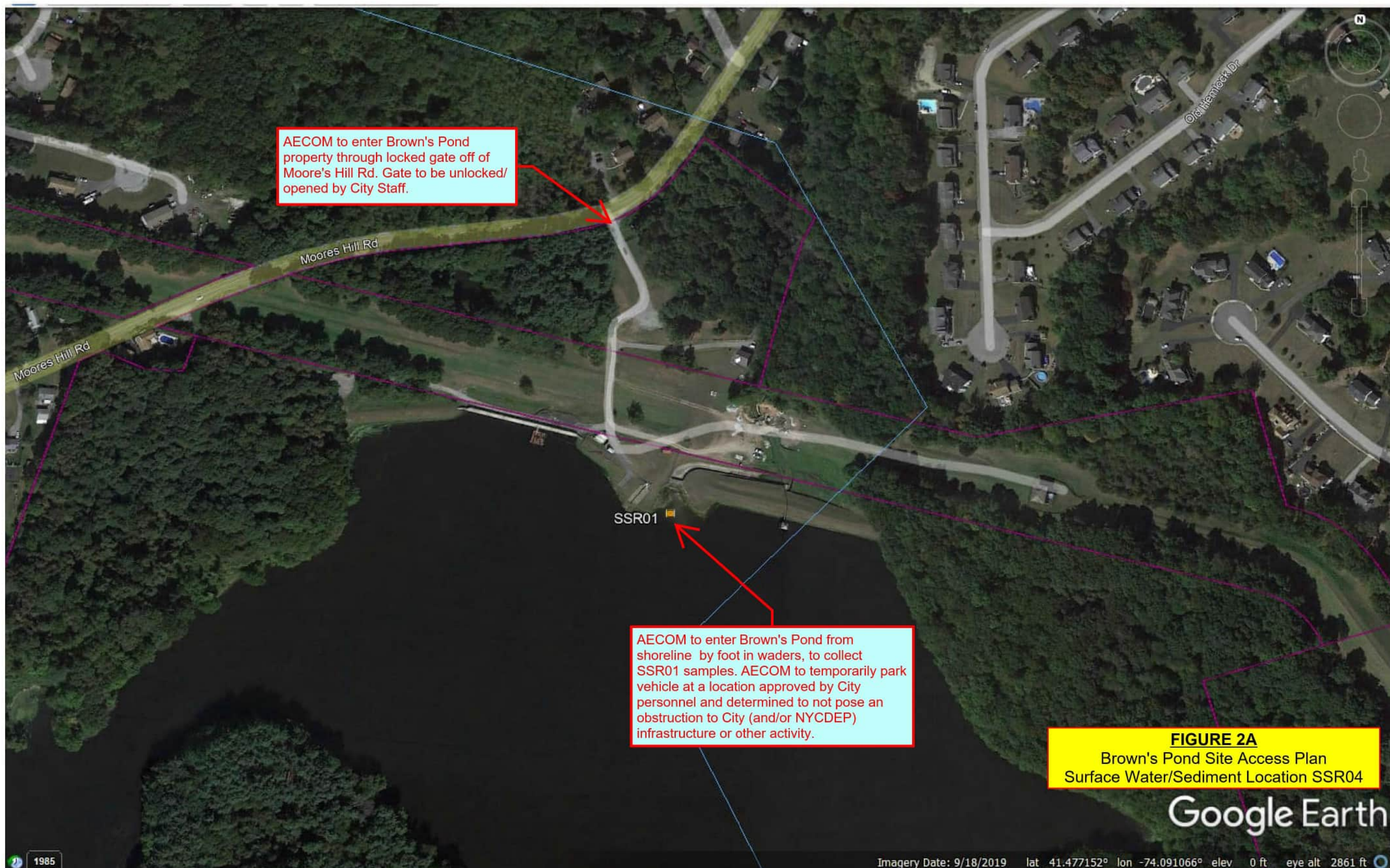
Stewart ANG Base Boundary (Approximate)

0 500 1,000 2,000 Feet

**Proposed Sample Locations - Mobilization 1
On City of Newburgh Property**

12420 Milestone Center Drive
Germantown, MD 20876

Figure 2



DRILL RIG SPECIFICATIONS



GEOPROBE® **8140LC ... in a Low Clearance Option**



8140LC RIG OPTIONS

Sonic Head

222919 GV4 High Speed Coring Head Drive

Automatic Drop Hammer

213902 DH104 Automatic Drop Hammer, 140 lb. [No Mounting Kit]
 213903 DH104 Mounting Kit
 216826 Automatic Drop Hammer 340 lb. Expansion Kit
 217067 Automatic Drop Hammer 300 lb. Expansion Kit
 221820 Automatic Drop Hammer 170 lb. Expansion Kit
 210126 Automatic Drop Hammer 65 kg Expansion Kit

Safety Cage

215308 Safety Cage, compatible w/ Rod Handler
 212953 Safety Cage, 8140LC w/ no Rod Handler

Rod Handler

212525 Rod Handling System

Breakout

215023 Rigid Breakout Mount

Control System

207870 LCD Display Heater Kit
 216408 Head Feed Down Control Kit -- 8140LC

Water / Mud Pumps

210991 SPX40 Pump & Mount
 212595 Hose Reel Kit
 209925 Moyno® 3L6 with Table - Operator Side

Air Compressor

218584 Air Line Oiler Kit

Toolboxes

212954 53 in. Toolbox
 220333 48 in. Toolbox
 207214 20 in. Toolbox

Model 8140LC Specifications

TRACK PLATFORM / UNDERCARRIAGE		
Width (in)	80 in	2,032 mm
Length (transport) (in)	186 in	4,724 mm
Length (deployed, lateral fully retracted) (in)	185 in	4,699 mm
Length (deployed, lateral fully retracted, rod handler deployed) (in)	271 in	6,883 mm
Height (normal transport) (in)	110 in	2,896 mm
Height (deployed; winch mast up) (in)	249 in	6,325 mm
Height (min standard working height) (in)	192 in	4,877
Extension (fore and aft) (in)	15 in	381 mm
Lateral (side to side)	±8 degrees	
Drill Mast Dump (in)	25 in	635 mm
Base Unit Weight	19,350 lb	8,777 kg
Head Travel (in)	92 in	2,337 mm
Head Crowd/Pull Force (lbs)	20,000 lb	89 kN
Head Feed Carriage	Comp. slides	
Head Feed Pressure Control (w.o.b)	Optional	
Head Tilt Out		
Head Sideshift	26 in	660 mm
Outrigger Travel	16 in front, 26 in rear	406 mm front, 660 mm back
Engine (diesel)	CAT C4.4 Tier 3 Flex	
Engine Rated Power (hp)	142 hp	106 kW
Fuel Capacity (gal)	40 gal	151 L
Max angle drilling ability off vertical (degrees)	45 deg	
Approach/departure angle in transport (degrees)	24 deg	
Ground Speed (mph)	2.5 mph	4 km/hr
Electronic Controls	V1	
Sonic head	GV4	

HP LIMITED PUMP		
Max pressure (psi)	4,000 psi	275.8 bar
Max flow (gpm)	100 gpm	379 L/min

HYDROSTATIC PUMP		
Max pressure	NA	
Max flow	NA	

Max oscillator speed (Hz)		
Dynamic force @ max oscillator speed (lbf)	33,000 lbf	146.8 kN
Rotation (high torque/low speed) (lbf/rpm)	4,000 ft-lbf @ 80 rpm	5,423 N·m @ 80 rpm
Rotation (low torque/high speed) (lbf/rpm)	2,500 ft-lbf @ 120 rpm	3,390 N·m @ 120 rpm

STANDARD WINCH		
Line pull (lbf)	2,000 lbf	8.9 kN
Line speed (fpm)	110 fpm	33.5 m/min

TRIPLEX WATER PUMP		
Max pressure (psi)	1,000 psi	69 bar
Max flow (gpm)	25 gpm	95 L/min

DOUBLE WRENCH BREAKOUT		
Clamp force (lbf)	0 to 21,000	0 to 93.4 kN
Breakout torque (ft-lbf)	13,500 ft-lbf	18,303 N·m
Casing size compatible (in)	2 to 12 in	51 to 305 mm
Vertical travel (in)	9 in	229 mm

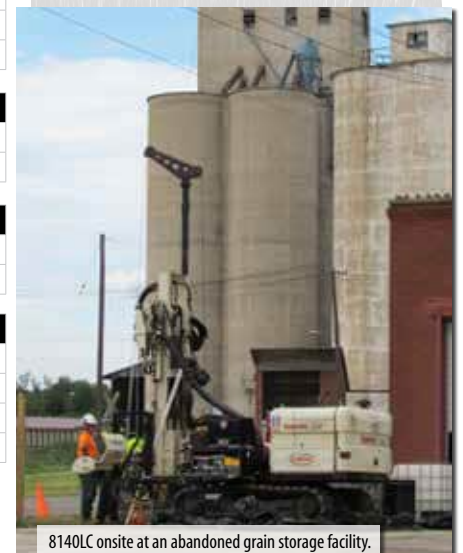
Geoprobe® Tooling Run with 8140LS

- Casing Sizes: 10 in., 8 in., 6 in., 4.5 in.
- SDT60 and SDT45 Weighted Wire Line Sampling
 - SDT60 and SDT45 Sonic Sampling
 - 8 x 10, 6 x 8, 4 x 6 Sonic Sampling
 - DT22 Soil Sampling
 - SP60 Groundwater Sampling
 - DH104 Auto Hammer for SPT

8140_{LC}

Rotary Sonic -- Low Clearance

- Geoprobe® Designed Rod Handling System
- Patented Geoprobe® GV4 Sonic Head
- Adjustable Swing-arm Control Panel
- 12-in. Double Wrench Breakout
- Front Outriggers for Added Stabilization
- Centerline Side-Shift Function
- 5-in. Tooling Compatible
- Rock Coring Compatible
- Auto Drop Hammer Compatible (SPT)
- Rear Blade Stabilizer and Tooling Transport



Geoprobe Systems®
 1-785-825-1842
 geoprobe.com

GEOPROBE®**7822DT****... Direct Push Equipment**

Geotechnical testing to determine structural damage at a low water crossing.

7822DT MACHINE OPTIONS**Augerhead**

213944	GA4000 2-Speed Augerhead
213945	GA4100 4-Speed Augerhead

Automatic Drop Hammer

213898	DH103 Automatic Drop Hammer, 140 lb.
213899	DH103M Automatic Drop Hammer, 65 kg
213900	DH103 Mounting Kit
216826	Automatic Drop Hammer 340 lb. Expansion Kit
217067	Automatic Drop Hammer 300 lb. Expansion Kit
221820	Automatic Drop Hammer 170 lb. Expansion Kit

Water Swivels

216398	High Speed Water Swivel w/ Float
210873	Float Sub NWJ Pin Asm
210874	Float Sub NWL Pin Asm
213482	Float Sub HWL Pin Asm
212606	Water Swivel 1.625 Hex NWJ Pin Mod
212558	GH60 Series Water Swivel Asm

Mast / Winch

222959	Dual Winch Kit
222623	Winch - 5/16 in. Cable
222624	Winch - 1/4 in. Cable
222625	Winch - 3/16 in. Cable
217508	Fixed Mast Top
216244	Rotating Mast Top
213364	3 ft. Mast Extension

Rotational Safety Cage

213002	Safety Cage for Machines with no Drop Hammer
212896	Safety Cage for Machines with Drop Hammer

Breakout

212785	7 in. Single Clamp Breakout
217024	Coring Upgrade Kit for 7 in. Breakout
213421	Probe Rod Handling Clamp for 3.5 in. - 1.25 in. Probe Rods

Control System

216137	Head Feed Pressure Control Kit
213384	CPT Valve Kit

Water / Mud Pumps

210603	Moyno® 2L4 Pump & Mount Assembly - Helper Side
218263	Moyno® 2L4 Pump & Mount Assembly - Operator Side
209926	Moyno® 3L6 with Table - Helper Side
220556	Moyno® 3L6 with Table - Operator Side
221614	Triplex Pump Kit - Helper Side
219556	SPX40 Pump & Mount Assembly
222823	Control Panel Gauge Mount Kit

Hydraulic Extruder

210107	Hydraulic Extruder Mount w/ Dropdown Work Surface
210729	Hydraulic Extruder Mounts (for Side Rail)
211622	Hydraulic Extruder Mounts (for Rod Rack)
205501	Hydraulic Extruder - 60 in. Stroke
204258	Hydraulic Extruder - 48 in. Stroke
220646	3 in. Shelby Tube Hydraulic Cradle Kit
221929	3 in. Shelby Tube Cradle
215781	Extruder w/ 2L4 Mounting Kit

Rod Racks

212306	Locking Side Mount Rod Rack
209257	Side Mount Rod Rack
221534	Swing Out Rod Rack
211734	Side Rack Mount Blank

Model 7822DT Specifications

UNIT PLATFORM		
Stroke	78 in	1,981 mm
Weight (approximate)	8,000 lb	3,632 kg
Width	64 in	1,626 mm
Length (folded)	133 in	3,378 mm
Height, w/standard mast (folded)	100 in	2,540 mm
Height, w/rotating mast (folded)	86 in	2,184 mm
Height, w/dual mast (folded)	100 in	2,540 mm
Height, no mast (folded)	79 in	2,007 mm
Height, w/mast (unfolded)	187 in	4,750 mm
Height, no mast (unfolded)	118.5 in	3,010 mm
Foot Travel	20.5 in	521 mm
Extension	15.5 in	394 mm
Lateral Movement (side-to-side)	± 7 degrees from centerline	
Oscillation	± 13 degrees from vertical	
Rear Stabilizer Lift	2,000 lb	907 kg
Rear Blade Width	60 in	1,524 mm
Ground Speed	0 - 5 mph	0 - 8 kph
Surface Load	4.6 lb/in ²	0.32 kg/cm ²
Track Width	12 in	305 mm

PERCUSSION HAMMER		
Hammer System	GH63	
Percussion Rate	32 Hz	
Forward Torque	517 ft-lb	701 N-M
Reverse Torque	637 ft-lb	864 N-M
Rotation Speed	0 - 234 rpm	
Power Cell Weight	90 lb	41 kg

HYDRAULIC SYSTEMS		
Down Force	36,000 lb	160 kN
Retraction Force	48,000 lb	214 kN
Hydraulic Pressure (system)	4,000 psi	275 bar
Hydraulic Flow Rate (system)	40 gpm	151 Lpm

ENGINE		
Engine (diesel)	Kubota, 4-cylinder turbo, Tier 4i	
Engine Power (rated)	58 hp	42 Kw
Fuel Capacity (diesel)	17 gal	64 L

AUGERHEAD		
GA4100 Augerhead, 4-Speed		
High Torque	4,000 ft-lb	5,423 N-M
Low Torque	400 ft-lb	542 N-M
High Speed Rotation	0-750 rpm	
Low Speed Rotation	0-75 rpm	
Hex Adapter	1-5/8 in	41 mm
GA4000 Augerhead, 2-Speed		
High Torque	4,000 ft-lb	5,423 N-M
Low Torque	2,000 ft-lb	2,711 N-M
High Speed Rotation	0-150 rpm	
Low Speed Rotation	0-90 rpm	
Hex Adapter	1-5/8 in	41 mm

HYDRAULIC WINCH		
Primary Winch		
Winch Rating	2,500 lbf	10.5 kN
Winch Speed	0-125 fpm	0-38 m/min
Cable Length	75 ft	23 m
Secondary Winch		
Winch Rating	1,100 lbf	4.4 kN
Winch Speed	0-220 fpm	0-55 m/min
Cable Length	250 ft	46 m

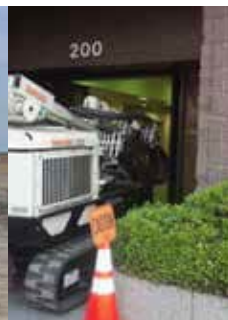
7-in. SINGLE CLAMP BREAKOUT		
Clamp Opening	7 in	178 mm
Clamp Range	1.25 - 6 in	31.75 - 152 mm
Clamp Force	0 - 17,500 lbf	0 - 78 kN
Breakout Torque	6,000 ft-lbf	8,135 N-m
Weight	350 lb	159 kg

Geoprobe® Tooling Run with 7822DT

- 60-in. Direct Push Tooling
- Probe Rod Sizes: 3.75 in., 3.5 in., 3.25 in., 2.25 in., 1.5 in., 1.25 in.
 - Direct Image® Tooling
 - Macro Core® MC5 Soil Sampling (2.25 in. x 5 ft.)
 - DT22 Soil Sampling
 - DT325 / DT35 / DT375 Dual Tube Soil Sampling
 - SP22 Groundwater Sampling
 - SP16 Groundwater Sampling
- 2.0 in., 1.5 in., 1.0 in., 0.75-in. Prepacked Monitoring Well Installations
 - DH103 Auto Hammer for SPT
 - 4.25 in. and 6.0 in. H S A System



7822DT gathers geotechnical information for a new mining site.



Installing 17 wells inside building.



Squeezing between buildings.

7822_{DT}

- Rock Coring Compatible
- Reliable Geoprobe®
GH60 Series Percussion Hammer
- Modular Percussion Power Cell
Technology
- Two- and Four-Speed Augerhead
(optional)
- Dual Winch Option
- Frame Rail Design for Adding
Machine Accessories
- Tethered and Wireless Control
- Integrated Drill Mast Oscillation
- Rear Blade for Stabilization and
Tooling Transport



Geoprobe Systems®
1-785-825-1842
geoprobe.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/03/2023

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 Marsh Risk & Insurance Services CA License #0437153 633 W. Fifth Street, Suite 1200 Los Angeles, CA 90071 Attn: LosAngeles.CertRequest@Marsh.Com CN101348564-STND-GAUE-23-24	CONTACT NAME: Marsh U.S. Operations PHONE (A/C, No, Ext): 866-966-4664 E-MAIL: LosAngeles.CertRequest@marsh.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : ACE American Insurance Company INSURER B : N/A INSURER C : Illinois Union Insurance Co INSURER D : SEE ACORD 101 INSURER E : INSURER F :	FAX (A/C, No): 212-948-0533 NAIC # 22667 N/A 27960
INSURED AECOM AECOM Technical Services, Inc. 3101 Wilson Boulevard, Suite 900 Arlington, VA 22201		

COVERAGES **CERTIFICATE NUMBER:** LOS-002670561-10 **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 ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			HDO G47334275	04/01/2023	04/01/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			ISA H10735531	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☒ Y ☒ N	N/A	SEE ACORD 101	04/01/2023	04/01/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
C	ARCHITECTS & ENG. PROFESSIONAL LIAB.			EON G21654693 005 "CLAIMS MADE"	04/01/2023	04/01/2024	Per Claim/Agg \$ 4,000,000 Defense Included

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: AECOM Project No: 6066988. Client Reference No: W912DR18D0005, DO W912DR21F0410. AECOM Technical Services, Inc. will be drilling monitoring wells as part of a Remedial Investigation (RI) for the Air National Guard under Contract W912DR-18-D-0005, delivery order #W912DR-21-F-0410.

City of Newburgh is named as additional insured for GL & AL coverages, but only as respects work performed by or on behalf of the named insured and where required by written contract.

CERTIFICATE HOLDER

City of Newburgh
Jason C. Morris, PE
83 Broadway
Newburgh, NY 12550

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

Marsh Risk & Insurance Services

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ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh Risk & Insurance Services		NAMED INSURED AECOM AECOM Technical Services, Inc. 3101 Wilson Boulevard, Suite 900 Arlington, VA 22201
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers Compensation/Employer Liability cont.

Policy Number	Insurer	States Covered
WLR C50710129	Indemnity Insurance Company of North America - NAIC # 43575	AOS
WLR C50710014	ACE American Insurance Company - NAIC # 22667	MA
SCF C50710257	ACE Fire Underwriters Insurance Company - NAIC # 20702	WI Retro

Contractors Pollution Liability, Carrier: AIG Specialty Insurance Company, NAIC #26883, Policy #: CPL 1814870, Policy Term: 04/01/2023 – 04/01/2024, "Claims Made," Defense Included, Limit: \$ 4,000,000.

RESOLUTION NO.: 75 - 2023

OF

APRIL 24, 2023

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
DECLARING ITSELF LEAD AGENCY AND DECLARING THE MATTER
A TYPE I ACTION, BOTH PURSUANT TO THE STATE ENVIRONMENTAL QUALITY
REVIEW ACT (“SEQRA”), WITH RESPECT TO THE ADOPTION OF A REVISION
TO CHAPTER 300 ENTITLED “ZONING” OF THE
CODE OF ORDINANCES OF THE CITY OF NEWBURGH**

WHEREAS, the City of Newburgh proposes the adoption of a revision to Chapter 300, entitled “Zoning”, of the City Code of Ordinances of the City of Newburgh; and

WHEREAS, the City of Newburgh proposes to undertake the adoption of the proposed revision in compliance with the terms of New York State law and hereby wishes to review the project in accordance with the State Environmental Quality Review Act (“SEQRA”); and

WHEREAS, by Resolution No. 40-2023 of March 13, 2023, in compliance with the SEQRA process, the City Council of the City of Newburgh declared its intent to assume Lead Agency status, classify the project as a Type I action, and accept as complete a Full Environmental Assessment Form (“FEAF”), as well as refer the proposed revision to the Orange County Planning Department pursuant to General Municipal Law Section 239-m and all other interested or involved agencies; and

WHEREAS, the City Council has received no objections from any interested or involved agencies to the City Council’s intent to act as Lead Agency pursuant to SEQRA for the proposed revisions; and

NOW, THEREFORE, BE IT RESOLVED, in compliance with the SEQRA process, the City Council of the City of Newburgh declares itself to be Lead Agency for environmental review of the action, and declares the proposed revision a Type I action.

RESOLUTION NO.: 40 - 2023

OF

MARCH 13, 2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH DECLARING ITS INTENT TO BE LEAD AGENCY UNDER THE STATE ENVIRONMENTAL QUALITY REVIEW ACT ("SEQRA") WITH RESPECT TO AMENDING CHAPTER 300 ENTITLED "ZONING" OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH, DECLARING THE PROJECT TO BE A TYPE I ACTION, CONSIDERING A FULL ENVIRONMENTAL ASSESSMENT FORM ("FEAF") AND REFERRING THE SAME TO THE ORANGE COUNTY DEPARTMENT OF PLANNING AND OTHER INTERESTED OR INVOLVED AGENCIES

WHEREAS, the City of Newburgh is proposing to amend Chapter 300 entitled "Zoning" of the City Code of Ordinances of the City of Newburgh and the Zoning Map of the City of Newburgh; and

WHEREAS, the City of Newburgh proposes to undertake the adoption of the amendments of Chapter 300 entitled "Zoning" in compliance with the terms of state law and does hereby wish to review the project in accordance with the State Environmental Quality Review Act ("SEQRA"); and

WHEREAS, in compliance with SEQRA, the City Council of the City of Newburgh wishes to declare its intent to assume Lead Agency status, classify the project as a Type I action, proposes to accept a Full Environmental Assessment Form ("FEAF") and refer the proposed amendments to the Orange County Planning Department pursuant to General Municipal Law Section 239-m and to other interested or involved agencies; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, as follows:

1. That the City Council of the City of Newburgh hereby declares its intent to assume Lead Agency status for the environmental review of the action pursuant to 6 NYCRR 617.6; and
2. That this Council classifies the action as a Type I Action; and
3. That this Council proposes to accept Part I of the Full Environmental Assessment Form ("FEAF") attached hereto; and
4. That this Council authorizes the City Manager to circulate the FEAF to other "Interested Agencies" or "Involved Agencies"; and

5. That this Council refers the proposed amendments to Chapter 300, entitled "Zoning" of the Code of Ordinances of the City of Newburgh to the Orange County Planning Department as required by General Municipal Law Section 239-m.

I, Katrina Cotten, Deputy City Clerk of the City of Newburgh hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held 3/13/23 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 14th day of Mar. 20 23

Katrina Cotten
Deputy City Clerk

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: City of Newburgh Zoning Code Update, 2023		
Project Location (describe, and attach a general location map): City of Newburgh, County of Orange, New York		
Brief Description of Proposed Action (include purpose or need): The Proposed Action would acknowledge and incorporate Cannabis, Cannabis-related business types, and Cannabis-related uses into Chapter 300 of the Newburgh City Code, all in accordance with the Cannabis Law of the State of New York. The proposed amendments would take effect city-wide, though the proposed actions have application in limited, specific geographic locations. The Proposed Action for purposes of environmental review is being considered by the City Council of the City of Newburgh, which seeks to act as Lead Agency pursuant to SEQRA.		
Name of Applicant/Sponsor: City of Newburgh	Telephone: 845-569-7301	
	E-Mail:	
Address: 83 Broadway		
City/PO: Newburgh	State: NY	Zip Code: 12550
Project Contact (if not same as sponsor; give name and title/role): Alexandra Church	Telephone: 845-569-9400	
	E-Mail: achurch@cityofnewburgh-ny.gov	
Address: 123 Grand Street		
City/PO: Newburgh	State: NY	Zip Code: 12550
Property Owner (if not same as sponsor): N/A	Telephone:	
	E-Mail:	
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, ☒ Yes ☐ No or Village Board of Trustees	City Council Adoption of Zoning Amendment	Proposed adoption April or May 2023.
b. City, Town or Village ☐ Yes ☒ No Planning Board or Commission		
c. City, Town or ☐ Yes ☒ No Village Zoning Board of Appeals		
d. Other local agencies ☐ Yes ☒ No		
e. County agencies ☒ Yes ☐ No	General Municipal Law 239 referral	
f. Regional agencies ☐ Yes ☒ No		
g. State agencies ☐ Yes ☒ No		
h. Federal agencies ☐ Yes ☒ No		
i. Coastal Resources. i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? ☒ Yes ☐ No ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? ☒ Yes ☐ No iii. Is the project site within a Coastal Erosion Hazard Area? ☐ Yes ☒ No		

C. Planning and Zoning

C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? ☒ Yes ☐ No

- If Yes, complete sections C, F and G.
- If No, proceed to question C.2 and complete all remaining sections and questions in Part 1

C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? ☒ Yes ☐ No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? ☐ Yes ☒ No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☒ Yes ☐ No

If Yes, identify the plan(s):

Brownfield Remediation Site: 336042, 336009, 336031, B00127, B00136, 546031, 336063, V00117, B00188, B00189, E336074, E336075, C336085, 336085, 336055, Brownfield Opportunity Area Nomination (census tract 5); Hudson River Greenway; Hudson River National Heritage Area; CoN LWRP; HMP; East End Historic District.

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? ☐ Yes ☒ No

If Yes, identify the plan(s):

C.3. Zoning	
a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. If Yes, what is the zoning classification(s) including any applicable overlay district? Proposed Action would result in an update to Chapter 300 of the City's Code of Ordinances, including text amendments.	☒ Yes ☐ No
b. Is the use permitted or allowed by a special or conditional use permit?	☐ Yes ☐ No
Not applicable.	
c. Is a zoning change requested as part of the proposed action? If Yes,	☐ Yes ☐ No
i. What is the proposed new zoning for the site? See proposed zoning map.	
C.4. Existing community services.	
a. In what school district is the project site located?	Newburgh Enlarged City School District
b. What police or other public protection forces serve the project site?	City of Newburgh Police Department, Orange County Sheriff, New York State Police
c. Which fire protection and emergency medical services serve the project site?	City of Newburgh Fire Department
d. What parks serve the project site?	Includes, but not limited to: 9/11 Memorial Park; Aquatic Center; Audrey Carey Park; Broadway Park; Clinton Square; Delano-Hitch Recreation Park; Delano-Hitch Stadium; Desmond Tennis Courts; Downing Park; Gidney Avenue Basketball Courts; Hasbrouck Street Park; Newburgh Boat Launch.

D. Project Details

D.1. Proposed and Potential Development (Entirety of Section D is N/A)	
a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Incorporation of Cannabis, Cannabis-related business types, and Cannabis-related uses into the City's zoning code.	
b. a. Total acreage of the site of the proposed action?	_____ acres
b. Total acreage to be physically disturbed?	_____ acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?	_____ acres
c. Is the proposed action an expansion of an existing project or use? ☐ Yes ☐ No	
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____	
d. Is the proposed action a subdivision, or does it include a subdivision? ☐ Yes ☐ No	
If Yes,	
i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)	
ii. Is a cluster/conservation layout proposed? ☐ Yes ☐ No	
iii. Number of lots proposed? _____	
iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____	
e. Will the proposed action be constructed in multiple phases? ☐ Yes ☐ No	
i. If No, anticipated period of construction: _____ months	
ii. If Yes:	
• Total number of phases anticipated _____ • Anticipated commencement date of phase 1 (including demolition) _____ month _____ year • Anticipated completion date of final phase _____ month _____ year • Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____	

f. Does the project include new residential uses? ☐ Yes ☐ No If Yes, show numbers of units proposed.				
	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	_____
At completion of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? ☐ Yes ☐ No If Yes,	
i. Total number of structures _____ ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length iii. Approximate extent of building space to be heated or cooled: _____ square feet	

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? ☐ Yes ☐ No If Yes,	
i. Purpose of the impoundment: _____ ii. If a water impoundment, the principal source of the water: ☐ Ground water ☐ Surface water streams ☐ Other specify: _____ iii. If other than water, identify the type of impounded/contained liquids and their source. _____ iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____	

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) ☐ Yes ☐ No If Yes:	
i. What is the purpose of the excavation or dredging? _____ ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site? • Volume (specify tons or cubic yards): _____ • Over what duration of time? _____ iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____ _____ _____ iv. Will there be onsite dewatering or processing of excavated materials? ☐ Yes ☐ No If yes, describe. _____ _____ _____ v. What is the total area to be dredged or excavated? _____ acres vi. What is the maximum area to be worked at any one time? _____ acres vii. What would be the maximum depth of excavation or dredging? _____ feet viii. Will the excavation require blasting? ☐ Yes ☐ No ix. Summarize site reclamation goals and plan: _____ _____ _____ _____	

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? ☐ Yes ☐ No If Yes:	
i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____ _____ _____	

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will the proposed action cause or result in disturbance to bottom sediments? ☐ Yes ☐ No
If Yes, describe: _____

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? ☐ Yes ☐ No
If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? ☐ Yes ☐ No
If Yes:

i. Total anticipated water usage/demand per day: _____ gallons/day

ii. Will the proposed action obtain water from an existing public water supply? ☐ Yes ☐ No
If Yes:

- Name of district or service area: _____
- Does the existing public water supply have capacity to serve the proposal? ☐ Yes ☐ No
- Is the project site in the existing district? ☐ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☐ No
- Do existing lines serve the project site? ☐ Yes ☐ No

iii. Will line extension within an existing district be necessary to supply the project? ☐ Yes ☐ No
If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐ Yes ☐ No
If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? ☐ Yes ☐ No
If Yes:

i. Total anticipated liquid waste generation per day: _____ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

iii. Will the proposed action use any existing public wastewater treatment facilities? ☐ Yes ☐ No
If Yes:

- Name of wastewater treatment plant to be used: _____
- Name of district: _____
- Does the existing wastewater treatment plant have capacity to serve the project? ☐ Yes ☐ No
- Is the project site in the existing district? ☐ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☐ No

• Do existing sewer lines serve the project site? _____ • Will a line extension within an existing district be necessary to serve the project? _____ If Yes: • Describe extensions or capacity expansions proposed to serve this project: _____	☐ Yes ☐ No ☐ Yes ☐ No
iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? _____ If Yes: • Applicant/sponsor for new district: _____ • Date application submitted or anticipated: _____ • What is the receiving water for the wastewater discharge? _____	☐ Yes ☐ No
v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans): _____	
vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____	
e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? _____ If Yes: i. How much impervious surface will the project create in relation to total size of project parcel? _____ Square feet or _____ acres (impervious surface) _____ Square feet or _____ acres (parcel size) ii. Describe types of new point sources. _____	☐ Yes ☐ No
iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)? _____	
• If to surface waters, identify receiving water bodies or wetlands: _____	
• Will stormwater runoff flow to adjacent properties? _____	☐ Yes ☐ No
iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? _____	☐ Yes ☐ No
f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? _____ If Yes, identify: i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles) _____ ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers) _____ iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation) _____	☐ Yes ☐ No
g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? _____ If Yes: i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) _____ ii. In addition to emissions as calculated in the application, the project will generate: • _____ Tons/year (short tons) of Carbon Dioxide (CO₂) • _____ Tons/year (short tons) of Nitrous Oxide (N₂O) • _____ Tons/year (short tons) of Perfluorocarbons (PFCs) • _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆) • _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs) • _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)	☐ Yes ☐ No

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? ☐ Yes ☐ No If Yes: i. Estimate methane generation in tons/year (metric): _____ ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____			
i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? ☐ Yes ☐ No If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____			
j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? ☐ Yes ☐ No If Yes: i. When is the peak traffic expected (Check all that apply): ☐ Morning ☐ Evening ☐ Weekend ☐ Randomly between hours of _____ to _____. ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____ iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____ iv. Does the proposed action include any shared use parking? ☐ Yes ☐ No v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____ vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? ☐ Yes ☐ No vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? ☐ Yes ☐ No viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? ☐ Yes ☐ No			
k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? ☐ Yes ☐ No If Yes: i. Estimate annual electricity demand during operation of the proposed action: _____ ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____ iii. Will the proposed action require a new, or an upgrade, to an existing substation? ☐ Yes ☐ No			
l. Hours of operation. Answer all items which apply. <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> i. During Construction: • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____ </td> <td style="width: 50%; vertical-align: top;"> ii. During Operations: • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____ </td> </tr> </table>		i. During Construction: • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____	ii. During Operations: • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____
i. During Construction: • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____	ii. During Operations: • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____		

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? If yes: i. Provide details including sources, time of day and duration: _____	☐ Yes ☐ No
ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? Describe: _____	☐ Yes ☐ No
n. Will the proposed action have outdoor lighting? If yes: i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures: _____	☐ Yes ☐ No
ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? Describe: _____	☐ Yes ☐ No
o. Does the proposed action have the potential to produce odors for more than one hour per day? If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____ _____	☐ Yes ☐ No
p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? If Yes: i. Product(s) to be stored _____ ii. Volume(s) _____ per unit time _____ (e.g., month, year) iii. Generally, describe the proposed storage facilities: _____	☐ Yes ☐ No
q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? If Yes: i. Describe proposed treatment(s): _____ _____	☐ Yes ☐ No
ii. Will the proposed action use Integrated Pest Management Practices?	☐ Yes ☐ No
r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? If Yes: i. Describe any solid waste(s) to be generated during construction or operation of the facility: • Construction: _____ tons per _____ (unit of time) • Operation : _____ tons per _____ (unit of time) ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste: • Construction: _____ • Operation: _____ iii. Proposed disposal methods/facilities for solid waste generated on-site: • Construction: _____ • Operation: _____	☐ Yes ☐ No

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☐ No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☐ No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: _____

E. Site and Setting of Proposed Action (Entirety of Section E is N/A)

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

☐ Urban ☐ Industrial ☐ Commercial ☐ Residential (suburban) ☐ Rural (non-farm)

☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other (specify): _____

ii. If mix of uses, generally describe: _____

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces			
• Forested			
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)			
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: _____			

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m. Identify the predominant wildlife species that occupy or use the project site: _____ _____ _____
n. Does the project site contain a designated significant natural community? ☐ Yes ☐ No If Yes: i. Describe the habitat/community (composition, function, and basis for designation): _____ ii. Source(s) of description or evaluation: _____ iii. Extent of community/habitat: • Currently: _____ acres • Following completion of project as proposed: _____ acres • Gain or loss (indicate + or -): _____ acres
o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? ☐ Yes ☐ No If Yes: i. Species and listing (endangered or threatened): _____ _____ _____
p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? ☐ Yes ☐ No If Yes: i. Species and listing: _____ _____ _____
q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☐ Yes ☐ No If yes, give a brief description of how the proposed action may affect that use: _____ _____
E.3. Designated Public Resources On or Near Project Site
a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☐ Yes ☐ No If Yes, provide county plus district name/number: _____
b. Are agricultural lands consisting of highly productive soils present? ☐ Yes ☐ No i. If Yes: acreage(s) on project site? _____ ii. Source(s) of soil rating(s): _____
c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐ Yes ☐ No If Yes: i. Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____ _____ _____
d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐ Yes ☐ No If Yes: i. CEA name: _____ ii. Basis for designation: _____ iii. Designating agency and date: _____

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? ☐ Yes ☐ No	
If Yes: i. Nature of historic/archaeological resource: ☐ Archaeological Site ☐ Historic Building or District ii. Name: _____ iii. Brief description of attributes on which listing is based: _____	
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? ☐ Yes ☐ No	
g. Have additional archaeological or historic site(s) or resources been identified on the project site? ☐ Yes ☐ No	
If Yes: i. Describe possible resource(s): _____ ii. Basis for identification: _____	
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? ☐ Yes ☐ No	
If Yes: i. Identify resource: _____ ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____ iii. Distance between project and resource: _____ miles.	
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? ☐ Yes ☐ No	
If Yes: i. Identify the name of the river and its designation: _____ ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? ☐ Yes ☐ No	

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name City of Newburgh, by Todd Venning Date 3/16/23

Signature [Signature] Title City Manager

PRINT FORM

RESOLUTION NO.: 76 - 2023

OF

APRIL 24, 2023

**A RESOLUTION SCHEDULING A PUBLIC HEARING
FOR MAY 8, 2023 TO HEAR PUBLIC COMMENT CONCERNING
THE ADOPTION OF THE REVISED CHAPTER 300 ENTITLED “ZONING”
OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH**

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning the adoption of the revised Chapter 300 entitled “Zoning” of the Code of Ordinances of the City of Newburgh; and that such public hearing be and hereby is duly set for the next regular meeting of the City Council to be held at 7:00 p.m. on the 8th day of May, 2023.

PROPOSED CHANGES
CHAPTER 300 (ZONING) OF CITY OF NEWBURGH CODE OF ORDINANCES

Article II
Definitions and Word Usage

§ 300-6. Word usage; terms defined.

A. Except where specifically defined herein, all words used in this chapter shall carry their customary meanings. Words used in the present tense include the future and the plural the singular. The word "shall" is intended to be mandatory, while "should" is not; and "occupied" or "used" shall be considered as though followed by the words "or intended, arranged, or designed to be used or occupied." In general, this chapter uses the word "permitted" to describe an action that requires a permit and "allowed" when a permit is not required.

B. Definitions. As used in this chapter, the following terms shall have the meanings indicated:

ACTIVITY FACILITY — A business which, for compensation, offers indoor recreational activities, such as dance, martial arts, arts and crafts, musical or theatrical instruction, children's gyms and play centers, and other places of public or private entertainment. Activity facilities shall not include facilities intended primarily for spectator activities, such as, but not limited to, stadiums and arenas, automotive tracks, bowling alleys, parlors or amusement parks.

ADULT DAY-CARE FACILITY — An establishment which provides day-care services for hire to adults who, by reason of physical or other limitations associated with age, physical or mental disabilities or other factors, are unable or substantially unable to live independently without supervision.

ADULT USES — An adult bookstore, adult motion-picture theater, or adult entertainment cabaret, as defined herein.

- (1) **ADULT BOOKSTORE** — An establishment having as a substantial or significant portion of its stock-in-trade books, magazines, or other periodicals, films, slides and videotapes which are distinguished or characterized by their emphasis on matter depicting, describing, or relating to sexual activities or exposing specified anatomical areas as defined below.
- (2) **ADULT FILM THEATER** — An enclosed building used primarily for presenting material in the form of motion pictures, films, slide shows or videotapes distinguished or characterized by an emphasis on matters depicting, describing or relating to sexual activities or exposing specified anatomical areas.
- (3) **ADULT ENTERTAINMENT CABARET** — A building or portion thereof regularly featuring dancing or other live entertainment if the dancing or entertainment that constitutes the primary live entertainment is distinguished or characterized by an emphasis on the exhibiting of sexual activities or specified anatomical areas for observation by patrons therein.

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AGRICULTURE — An activity which includes the cultivation of the soil for food products or other useful or valuable growths of the field or garden, nursery stock and commercial greenhouses, but does not include dairying, raising of livestock, breeding or keeping of animals, fowl or birds where the same is carried on as a business or gainful occupation. Agriculture includes also the sale at retail of farm, garden or nursery products produced on the premises.

AMUSEMENT CENTER — A place of business wherein three or more coin-operated machines, games of skill or chance or other machines of a similar nature are available for use or play by the general public.

ANIMAL CARE CENTER — Any building or portion of a building designed or used for the care, observation, or treatment of domestic animals, or for the keeping, breeding or boarding for compensation of dogs, cats, or other domestic animals, when such boarding is for more than three consecutive hours.

APARTMENT, ACCESSORY — A self-contained residential dwelling unit, clearly incidental and secondary to the principal dwelling of which it is a part, having a separate entrance and containing separate cooking, eating, sanitation and sleeping facilities for the exclusive use of the occupant, in a one-family dwelling, or in a separate accessory structure on the same lot as a one-family dwelling.

APARTMENT HOUSE (same as "multifamily dwelling") — A residential building that contains more than four dwelling units, with one primary entrance to access all dwelling units contained therein. An apartment house may include accessory uses shared by residents of the apartment house, including recreational facilities, laundry rooms, parking, seating areas and open space for the exclusive use of residents residing in the complex.

ASSEMBLY HALL/BANQUET HALL — Buildings in which the primary or intended occupancy or use is the assembly for amusement, athletic, civic, dining, educational, entertainment, political, recreational, religious, social, or similar purposes, except an assembly hall shall not include any use defined elsewhere herein, in which kitchen facilities may or may not exist.

AUTOMOBILE GASOLINE STATION — Any building or land area used for the retail dispensing or sales of automobile fuels, which activity may be accompanied by accessory uses, such as sales of lubricants, tires, accessories or supplies, and prepackaged food items and tangible consumer goods, primarily for self-service by the customer.

AUTOMOBILE SALES — Any building, land area or other premises used for the display, sale or lease of new or used automobiles, vans, trucks, trailers, or boats, but not including any repair work. Such facilities may not conduct repair services as an accessory use other than warranty or other minor repair service.

AUTOMOBILE-SERVICE/REPAIR — Any area of land, including structures thereon, available to the public, operated for gain, and which is used for repair, greasing, washing, servicing, adjusting or equipping of automobiles or other vehicles.

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AUTOMOBILE WASH — Any building or land area, the use of which is devoted to the business of washing or waxing automobiles for a fee, whether by automated cleansing devices or otherwise.

BANK — A financial institution that is open to the public and engaged in deposit banking, and that may perform closely related functions, such as making loans, investments, and fiduciary activities.

BAR — A commercial establishment, open to the general public, which sells and serves alcoholic beverages for consumption on the premises and where food may be served as an accessory use. The term "bar" includes "barroom," "wine bar," "tavern," "pub," and "saloon."

BASEMENT — A story that is wholly or partly below grade, but at least 1/2 of its height, measured from floor to ceiling, is above the average established curb level or finished grade of the ground adjoining the building.

BED-AND-BREAKFAST — A lodging facility in an owner-occupied dwelling, offering from two to five guest rooms, without separate kitchen facilities, for paying, transient guests for a period not to exceed 15 consecutive days per guest. A dining room and kitchen may be provided for serving guests of the facility, but shall not be open to the public. An Airbnb rental is a variant of this use. "Short-term, in-home lodging" shall apply for one room for up to three paying guests.

BILLIARD PARLOR — A building, or portion thereof, having within its premises three or more pool tables, billiard tables, or a combination thereof.

BOARDINGHOUSE — An owner-occupied dwelling unit, with nontransient boarders, and with common rooms used and accessible to all residents, within which are boarding units that are rented individually and occupied for sleeping and/or living purposes to nontransient occupants. A boardinghouse shall not be considered a rooming home.

BOARDING UNIT — Any room or group of rooms forming a habitable unit used or intended to be used for living or sleeping but not used for cooking purposes.

BOAT REPAIR — A facility where boats are repaired and may be stored.

BOWLING ALLEY — Indoor facility for the sport of bowling, with customary accessory uses, such as snack bars.

BUILDING — (Includes "structure.") Anything constructed or erected, the use of which requires location on the ground or attachment to something having location on the ground.

BUILDING, ACCESSORY — A building, the use and size of which is incidental to, and complementary of, the principal building on a lot.

BUILDING FRONT LINE — The line of the face of the building nearest the front lot line. The face includes covered porches, but does not include steps.

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BUILDING, MAIN (PRINCIPAL) — The building in which is conducted the primary use of the lot on which it is located.

CABARET — Any room, place, or space in which any musical entertainment, singing, dancing, or other similar amusement takes place in connection with a bar and/or restaurant, except for an adult cabaret.

CANNABIS, ADULT-USE ON-SITE CONSUMPTION – as defined in the Cannabis Law of New York State.

CANNABIS, INDUSTRIAL – includes licenses to operate as: Adult-Use Cooperative, Adult-Use Cultivator, Adult-Use Distributor, Adult-Use Processor, Conditional Adult-Use Cultivator, Nursery, Registered Organization Adult-Use Cultivator Processor Distributor Retail Dispensary, or Registered Organization Adult-Use Cultivator Processor and Distributor, as defined in the Cannabis Law of New York State.

CANNABIS, RETAIL – includes licenses to operate as: Adult-Use Retail Dispensary, Delivery, or Microbusiness, as defined in the Cannabis Law of New York State.

CAR RENTAL — A business that rents vehicles to persons or businesses for use on a transient basis. The business may include on-site facilities for servicing, storing, repairing, and fueling the vehicles.

CELLAR — That space of a building that is partly or entirely below grade which has more than half of its height, measured from floor to ceiling, below the average established curb level or finished grade of the ground adjoining the building.

CEMETERY — A place used for the interment of human or animal remains or cremated remains.

CHILD DAY-CARE CENTER — A facility, that is not also a dwelling unit, that provides care for infants and preschool children, and may offer prekindergarten educational service, on a regular basis for more than three hours per child and is defined in 18 NYCRR Part 413 and regulated in accordance with 18 NYCRR 418.

COLLEGE/UNIVERSITY — An institution for post-secondary education, which is licensed by the State of New York to grant associate, baccalaureate, or higher degrees.

COMMERCIAL LAUNDRY — An establishment that launders and/or dries articles for commercial and not individual customers.

COMMUNITY CENTER — A place, structure, area, or other facility used for providing religious, fraternal, social, educational, or recreational programs generally open to the public, not operated for profit, and designed to accommodate and serve significant segments of the local community.

COOPERATIVE HOUSE — A dwelling unit that is rented as a singular unit and not occupied by a family, as defined in this chapter, within which are two or more boarding units occupied for sleeping and/or living purposes by nontransient occupants. A cooperative house shall not be considered to be a rooming house.

COTTAGE INDUSTRY — A use that is conducted wholly within an enclosed building that involves the manufacturing, production, processing, fabrication, assembly, treatment, repair, or packing of finished products predominantly from previously prepared or refined materials (or from raw materials that do not need refining). Light industry is capable of operation in such a manner that does not cause a noticeable amount of noise, dust, odor, smoke, glare, or vibration outside of the building in which the activity takes place. Such a use may or may not contain retail space. A machine shop is included in this category. COVERAGE, BUILDING — The area that is covered by all of the buildings on the lot.

CURB LEVEL — The established elevation of the street grade at the point that is opposite the center of the wall nearest to and facing the street line. Where a building is on a corner lot, the curb level is the average of the mean levels of the curblines on the two intersecting streets. Where there is uncertainty about the curb level, it shall be determined by the City Engineer.

DISTRIBUTION FACILITY/WAREHOUSE — A facility involving the storage and the shipment of goods in allotments. This use does not involve the manufacture or sale of goods from the premises.

DORMITORY — A building intended or used principally for sleeping accommodations, where such building is directly related to an educational or public institution, or house of worship. Such building may include common kitchen and gathering rooms, but does not contain complete dwelling units.

DRIVE-THRU (BANK, FAST-FOOD RESTAURANT, PHARMACY) — An establishment that dispenses products or services to patrons who remain in vehicles.

DRY CLEANER — An establishment for the on-premises mechanical cleaning of garments, articles or goods of fabric for retail customers, or where dropoff and pickup occurs for garments or articles that are sent to another location for mechanical cleaning or laundering. A dry cleaning establishment does not include a laundry or laundromat, which provides self-service washing or drying for use by retail customers.

DWELLING — Any building or portion thereof designed or used exclusively for nontransient residential use.

DWELLING, DETACHED — A dwelling having no common walls, floors or ceilings with any other dwelling unit.

DWELLING, FOUR-FAMILY — A building containing four dwelling units only, on a single lot of record.

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DWELLING, MULTIFAMILY — See "apartment house."

DWELLING, ROW OR ATTACHED (TOWNHOME) — A dwelling, having common walls with one or more dwelling units, also referred to as a "townhome." A row dwelling sharing one common wall shall be deemed an end unit. This term shall also refer to two dwellings sharing one party or lot line wall and commonly referred to as a "duplex."

DWELLING, SINGLE-FAMILY — A building containing not more than one dwelling unit and not having more than one kitchen on a single lot of record.

DWELLING, THREE-FAMILY — A building containing three dwelling units only on a single lot of record.

DWELLING, TWO-FAMILY — A building containing two dwelling units only on a single lot of record.

DWELLING UNIT — A single unit with one or more rooms with provisions for living, cooking, sanitary and sleeping facilities arranged for the use of one family only.

FAMILY — One, two, or more persons occupying a dwelling unit and living together as a traditional family or the functional equivalent of a traditional family.

FAMILY DAY-CARE — A facility located in a residential structure, which is owner occupied as a family residence, that provides daytime care of more than three hours per day per child for three to 12 infants, preschool children, and school age children six to 12 years of age for compensation. A family day-care includes those day-care facilities defined by New York State in 18 NYCRR Part 413 as "family day-care home" and "group family daycare home." Such facility must be licensed by New York State and operated in accordance with all applicable regulations.

FLOOR AREA, BUILDING — The sum of the gross horizontal area of the several floors of a building and its accessory buildings on the same lot, excluding cellar and basement floor areas not devoted to residential use but including the area of roofed porches and roofed terraces. All dimensions shall be measured between exterior faces of walls.

FRONTAGE — The length of a lot that borders a single street.

FRONTAGE OCCUPANCY — The percentage of the lot width which must be occupied by either a front building facade or structures that screen parking, located within the area of the front lot line and the maximum front yard setback.

FUNERAL HOME — The establishment of a funeral director or undertaker, which includes facilities for the conduct of funeral services, but not cremation.

GARAGE, PRIVATE — Part of a principal residential building, or an accessory building located on the same lot as the principal residential building, designed primarily for the storage of motor vehicles.

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HEIGHT, BUILDING — The vertical distance measured from curb or grade level at the front of the building to the highest level of a flat or mansard roof or to the average height of a pitched, gable, hip or gambrel roof, excluding bulkheads, and similar constructions enclosing equipment or stairs, provided that they are less than 12 feet in height and do not occupy more than 30% of the area of the roof upon which they are located.

HOME OCCUPATION — Any use customarily conducted entirely within a dwelling or its accessory structures and carried on by the inhabitants thereof, which use is clearly incidental and secondary to the use of dwelling for residential purposes and does not change the character thereof.

HOSPITAL — An institution, licensed by the State of New York, which provides primarily transient or acutely needed human physical and/or mental health services and which includes inpatient facilities.

HOTEL — A building, or portion thereof, containing rooms occupied by transient guests who are lodged for payment, with or without meals, and in which there may be provided such services as are accessory and incidental to the use thereof as a temporary residence, such as dining, conference centers, recreational facilities and gift shops for the guests of the hotel.

HOUSE OF WORSHIP — A building, or portion thereof, together with its accessory buildings and uses, where persons regularly assemble for religious worship, services, and social events and which building, together with its accessory buildings and uses, is maintained and controlled by a religious body organized to sustain ceremonies and purposes.

INDUSTRIAL USES — A business use or activity at a scale greater than home industry, involving the manufacture, fabrication, processing, reduction, assembly, or destruction of any article, substance, or commodity, or any other treatment thereof in such a manner as to change the form, character, or appearance thereof.

IN-LAW APARTMENT — See "apartment, accessory."

LAUNDROMAT — A facility which provides self-service washing or drying for use by retail customers.

LIVE/WORK — A dwelling which is owner-occupied, and which provides a commercial ground floor space and residential space above, for the family, craft or business and retail space for creating sales.

LOT — (Includes "plot") A parcel of land occupied or capable of being occupied by one building and the accessory buildings or uses customarily incident to it, including such open spaces as are required by this chapter.

LOT, CORNER — A lot at the junction of, and having frontage on, two or more intersecting streets.

LOT, DEPTH — The mean distance between the front and rear lot lines, measured in the general direction of its side lot lines.

LOT LINE — Any line dividing one lot from another or separating a lot from a street right-of-way line.

LOT, THROUGH — A lot having frontage on two streets, but not at the intersection of those two streets.

LOT, WIDTH — The mean distance of a lot measured at right angles to its depth, at the required setback line.

MEMBERSHIP CLUB — An unincorporated association of persons for common social purpose or an association incorporated under the Membership Association Law, and which association or membership corporation is not conducted for profit and is not a part of, related to, or associated with a profit-making venture and which is managed by officers or directors, serving without pay and chosen or elected directly by members who form such an association or membership corporation.

MIXED USE — A development or a single building in which there may be a blend of uses, including residential, commercial, cultural, institutional, or industrial, where those functions are physically and functionally integrated; most prominently a ground floor with a restaurant, theater, or retail shop and offices and/or residential use above.

MOBILE HOME — A structure mounted on axles and wheels containing living facilities and which was designed to be towed by an automobile or truck from place to place. Such structure will not be considered a mobile home for purposes of this chapter if it is placed on a permanent foundation and modified to meet applicable building code requirements for a residential structure.

MOTEL — See "hotel."

MUSEUM — A building serving as a repository for a collection of natural, scientific or literary curiosities, objects of interest or works of art, and arranged, intended and designed to be used by members of the public for viewing, with or without an admission charge, together with customary accessory uses, including, for example, retail sale of goods to the public; cafe food service, art, dance and music performances, literary readings, and showing of films.

NEIGHBORHOOD RETAIL — A store serving the local retail business needs of the residents of the neighborhood, including but not limited to books, flowers, clothing, groceries, and pharmaceuticals.

NONCONFORMING LOT — Any lot lawfully existing on record on the effective date of this chapter, or any amendment thereto, that does not meet the bulk and area requirements of this chapter for the zoning district in which such lot is situated as a result of the enactment.

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NONCONFORMING STRUCTURE — Any building lawfully existing on the effective date of this chapter, or any amendment thereto, that does not meet the bulk and area requirements of this chapter for the zoning district in which such building is situated as a result of the enactment.

NONCONFORMING USE — Any use lawfully existing on the effective date of this chapter, or any amendment thereto, that does not conform to the district use regulations of this chapter for the zoning district in which such use is situated as a result of the enactment.

NURSING HOME — An institution, licensed by the State of New York, which provides nursing care and related medical services on a twenty-four-hour basis to primarily nontransient clients for remuneration.

OFFICE PARK — A group of two or more principal buildings and their accessory uses, together with any open space remaining, located on one lot, which buildings have a unified site plan and shall be designed to function as one project. The buildings in an office park shall be occupied or used principally for businesses or professional offices that are designed, constructed, and maintained on a coordinated basis.

OPEN SPACE — That portion of the lot that is unencumbered by any structure or any other impervious surface.

PARKING AREA, COMMUNITY — A building, or part thereof, or a surface used for parking vehicles for remuneration.

PARKING SPACE — A space available for the parking of one vehicle.

PARKS, OPEN SPACE AND RECREATION — Those areas owned or used by the City, other public entity or government, or nonprofit organizations that are devoted to parks, playgrounds, recreation areas, nature preserves, or open space.

PERSONAL SERVICES — An establishment that is primarily engaged in frequent or recurring provision of individual services generally related to personal needs, and is not separately defined herein. These uses may also include accessory retail sales of products related to the service provided. Examples of personal services include but are not limited to: barbershops, nail salons, massage facilities, tailors.

PROFESSIONAL OFFICE — The office of a member of a recognized profession maintained for the conduct of that profession in any of the following related categories: architectural, engineering, planning, law, interior design, accounting, insurance, real estate, medical, dental, optical, or any similar type of profession.

PUBLIC UTILITY — Any person, firm, corporation, or governmental agency duly authorized to furnish to the public, under governmental regulation, electricity, gas, water, sewage treatment, steam, cable television, telephone, or telecommunications but shall not mean any person or entity that provides wireless telecommunication services to the public.

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RECREATIONAL VEHICLE — A vehicular unit, which is designed as a temporary dwelling for travel, recreational, and vacation use, and which is self-propelled, mounted on, or pulled by another vehicle. Examples include, but are not limited to a travel trailer, camping trailer, truck camper, motor home, fifth-wheel trailer, or van camper.

RESIDENTIAL CARE FACILITY — A supervised residential board and care establishment, used as a group residence or extended care facility for the care of persons, where compensation and/or reimbursement of costs is paid to an operator, pursuant to state or federal standards, licensing requirements, or programs funding residential care services. The residential care facility provides common eating facilities for residents and common meeting or social or recreation areas. Such housing may also include daily activity assistance, such as dressing, grooming, bathing, etc.

RESTAURANT — Any establishment where the principal use is the preparation and sale of food and beverages to customers seated at a table or counter, served by a waiter or waitress, or at a buffet for consumption of the food on the premises. A restaurant may include the serving of alcoholic beverages and the provision of carry-out food service if they are incidental to the consumption of food and beverages. The term "restaurant" does not include a business whose principal operation is as a bar, cabaret, carry-out food service, or a fast-food establishment.

RESTAURANT, CARRY-OUT — Any establishment where food and/or beverages are prepared and served in a ready-to-consume state and whose design or principal method of operation includes one or both of the following characteristics: customers order from a menu board or serve themselves from a buffet and principally carry out their food and/or beverages for consumption off premises.

RESTAURANT, FAST-FOOD — Restaurants where most customers order and are served food inside the premises at a counter, to be taken to a table for consumption or in packages prepared to leave the premises. See "drive-thru" for where customers are served their food in a motor vehicle through a service window, in packages prepared to leave the premises.

RETAIL — A business that sells goods directly to the general public, for business, personal or household consumption, where such goods are available for immediate purchase and removal from the premises by the purchaser and are not defined elsewhere in this chapter. Retail businesses include but are not limited to hardware stores, liquor stores, newsstands, shoe stores, stationery stores, convenience stores.

RIGHT OF WAY – a legal right that allows for passage over another person's ground. As used in §300-21, a parcel of property over which pedestrians or vehicles may legally pass over or through for purposes of public travel.

ROOMING HOUSE — Any dwelling, other than a boardinghouse, within which are boarding units rented individually and occupied for sleeping and/or living purposes to nontransient occupants. No common rooms are provided for the use of the residents.

SCHOOL OF GENERAL INSTRUCTION (EDUCATIONAL SERVICES) — Any public school operated under the laws of the State of New York or nonpublic school offering courses in general

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instruction at least five days per week and seven months per year and generally serves students in grades corresponding to Pre-K through 12th grade.

SELF-STORAGE — A building or group of buildings consisting of individual, self-contained units leased to individuals, organizations, or businesses for storage of personal property.

SETBACK — The horizontal distance from such lot line to the part of the building which is nearest to such line.

SHOPPING CENTER — An area planned, as a whole with one site plan approval, for occupancy by three or more retail stores, light industrial uses, or professional offices with common accessory parking, that are designed, constructed, and maintained on a coordinated basis.

SHORT-TERM, IN-HOME LODGING FACILITY— Lodging for paying guests for no more than one room and no more than three guests and for no more than 15 days. (See "bed-and-breakfast.")

SIGN — Includes every sign, billboard, general sign, wall sign, roof sign, illuminated sign, projecting sign, temporary sign, marquee and canopy and shall include any announcement, declaration, demonstration, display, illustration or insignia used to advertise or promote the interests of any person when the same is placed out-of-doors in view of the general public.

STORAGE YARD — A building or area of land where a person, firm or corporation engaged in the construction business, or a related field, stores building materials, equipment and supplies exclusively in the business as a contractor.

STORY — The portion of a building which is between one floor level and the next higher floor level, or the roof. If a mezzanine floor area exceeds 1/3 of the area of the floor immediately below, it shall be deemed to be a story. A basement shall be deemed to be a story when its ceiling is six or more feet above the finished grade. A cellar shall not be deemed to be a story if unfinished and without human occupancy.

STORY, HALF — A story under a gable, hip, or gambrel roof, the wall plates of which on at least two opposite exterior walls are not more than two feet above the floor of such story.

STREET — A public or private way which affords the principal means of access to abutting properties.

TATTOO PARLOR — Any building or premises in which a tattooist lawfully conducts his or her practice of marking a body with indelible ink or pigments.

TAXI SERVICE — A service that offers transportation in motor vehicles to persons for compensation. The business may include facilities for servicing, storing, and fueling the vehicles.

TECHNICAL SCHOOL — A school established to provide for the teaching of industrial, clerical, managerial, trade, or artistic schools.

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THEATER/AUDITORIUM — A place of public assembly used for spectator presentations including movie or professional theater, indoor concert venue or other performance with temporary or permanent seating, for admission to which an entrance fee is received.

TOWNHOME — See "dwelling, row or attached."

TRAILER — Any vehicle without motive power, designed to be towed by a motor vehicle, except as defined elsewhere herein.

TRANSIENT — Temporary daily or weekly occupancy.

USE, ACCESSORY — A use that is clearly incidental to the principal use of a building or lot.

WHOLESALE — An establishment primarily engaged in the display, storage, distribution and sale of merchandise to retailers, to industrial, commercial, institutional, or professional business users, or to other wholesalers, or acting as agents or brokers and buying merchandise for or selling to such individuals or companies. Such establishments are not generally open to the general public.

YARD (FROM REAR, SIDE) — The portion of the lot between the lot line and the required setback; or if no minimum setback is required the portion of the lot between the lot line and the facade of the building.

§ 300-47 **Neighborhood Commercial Overlay District.**

A. The purpose and intent of the Neighborhood Commercial Overlay District (NC) is to:

- (1) Recognize the existing development pattern within the area of the City along the gateways to the City and westernmost portion of Broadway.
- (2) To allow multiple uses within buildings and within lots in order to promote market-driven uses and redevelopment within targeted areas of the City, as identified in the Future Land Use Plan.

B. Within the NC Overlay District, the following uses are added to the list of uses permitted as of right but require site plan approval.

- (1) Retail store.
- (2) Restaurant.
- (3) Personal services.
- (4) Professional office.
- (5) Mixed use.
- (6) Animal care facility.
- (7) Adult day-care facility.
- (8) Child-care center.
- (9) Technical school.
- (10) Cannabis, Retail

C. Within the NC Overlay District, the following uses are added to the list of uses permitted as of right but require special use permit approval.

- (1) Cannabis, Adult-Use On-Site Consumption

D. Off-street parking. Off-street parking required for the uses listed in ~~Subsection B~~ Subsections B and C shall be the same as those listed for the ~~CD~~ Commercial District.

E. Bulk and area requirements for the uses listed in ~~Subsection B~~ Subsections B and C above shall be the same as the underlying zoning.

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Movie or professional theater, indoor concert venue				S	S				S	S	S	S
Nursing home			S	S	S		S	S	P*	P*	P*	P*
Office park					P*	P*	P*					
Personal services					P	A	P P*		P	P	P*	P*
Restaurant					P*	A	P*		P	P	P*	P*
Restaurant, carry-out					P*	A	P*		P	P*	P*	
Restaurant, fast-food					P*	A	P*		P	P*	P*	
Retail					P	A	S P*		P	P	P*	P*
Retail, neighborhood			S	S	P	A	P P*		P	P	P*	P*
Self storage					P*	P*						
Shopping center					P*							
Tattoo parlor					P				P	P	P*	P*
Taxi service				S	S	S	S		P*			
Technical school					S	P*	S P*		S	S	S	

Use	R-1	Low-Density Residential	Medium-Density Residential	High-Density Residential	Commercial	Industrial	Neighborhood Commercial Overlay	Conservation Development District	Broadway Corridor (BC)	Downtown Neighborhood (DN)	Waterfront Gateway (WG)	Planned Waterfront District (PWD)
Industrial												
Agriculture		S	S	S	P*	P*	Ⓢ	S				
Automobile gas station					S	S	Ⓢ					
Automobile sales					S	S	Ⓢ					
Automobile service/repair				S	S	S	Ⓢ					
Automobile wash					S	S	Ⓢ					
Boat repair						P*						S
Distribution facility/warehouse					P*	P*						
Dry cleaner; commercial laundry					P*	P*	Ⓟ		P*			
Industrial uses						P*						
Storage yard					P*	P*	Ⓢ					
Wholesale					P	P*	Ⓟ		P*			

Use	Broadway Corridor	Downtown Neighborhood	Waterfront Gateway	Planned Waterfront District
	(BC)	(DN)	(WG)	(PWD)
Residential				
Apartment house	P	P*	P*	P*
Four-family dwelling	P	P*	P*	P*
Two- or three-family dwelling	P	P	P*	P*
Row or attached dwelling (townhome)		P	P*	P*
Two-family detached dwelling		P	P*	
One-family detached dwelling		P	P*	P*
Residential care facility	P	P	P*	P*
Cooperative house	P	P	P*	P*
Accessory apartment				
Bed-and-breakfast	A;S	A;S	A;S	A;S
Short-term in-home lodging	A	A	A	
Boardinghouse				
Customary home occupation	A;S	A;S	A;S	A;S
Rooming house	S	S	S	S
Mixed use with residential	P*	P*	P*	P*
Live/work	P*	P*	P*	P*

Use	Broadway Corridor (BC)	Downtown Neighborhood (DN)	Waterfront Gateway (WG)	Planned Waterfront District (PWD)
Institutional				
Buildings, uses or facilities of any governmental unit	P*	P*	P*	P*
Cemetery	P*	P*	P*	P*
College/university	P*	P*	P*	
Community center	P*	P*	P*	P*
Parking lot	P*	S	S	S
Community parking lot	P*	S	S	S
Dormitories	A	A	A	A
Hospital	A;S	A		
House of worship	P*	P*	P*	P*
Membership club	P*	P*	P*	P*
Museum	P*	P*	P*	P*
Parks, open space, recreational facilities	P	P	P*	P*
Public libraries	P*	P*		
School of general instruction	P*	P*	P*	

Use	Broadway Corridor (BC)	Downtown Neighborhood (DN)	Waterfront Gateway (WG)	Planned Waterfront District (PWD)
Commercial				
Activity facility	P	P	P*	P*
Adult day-care facility	P	P	P*	P*
Adult uses				
Amusement center	S	S		
Animal care facility	S	S		
Assembly hall	P*		P*	P*
Bank	P		P*	
Bar	P	P*	P*	P*
Billiard parlor	P	P*	P*	
Bowling alley	P*	P*	P*	P*
Brewing of malt beverages or distilled spirits primarily for on-site consumption	P*	P*	P*	
Professional office	P	P	P*	P*
Cabaret	P	P	P*	P*
Car rental	S	S	S	
<u>Cannabis, Adult-Use On-Site Consumption</u>	<u>S</u>	<u>S</u>		<u>S</u>
<u>Cannabis, Industrial</u>				
<u>Cannabis, Retail</u>	<u>P*</u>	<u>P*</u>		<u>P*</u>
Child day-care	P	P	P*	P*
Cottage industry	P	P	P*	P*
Drive-thru (bank, restaurant, pharmacy, etc.)	P*	P*	P*	
Funeral home	P*	P*	P*	
Hotel	P*	P*	P*	P*
Laundromat	P	P		
Marina			P*	P*
Movie or professional theater, indoor concert venue	S	S	S	S
Nursing home	P*	P*	P*	P*
Office park				
Personal services	P	P	P*	P*
Restaurant	P	P	P*	P*
Restaurant, carry-out	P	P*	P*	
Restaurant, fast-food	P	P*	P*	

Use	Broadway Corridor (BC)	Downtown Neighborhood (DN)	Waterfront Gateway (WG)	Planned Waterfront District (PWD)
Commercial				
Retail, neighborhood	P	P	P*	P*
Self storage				
Shopping center				
Tattoo parlor	P	P	P*	P*
Taxi service	P*			
Technical school	S	S	S	
Industrial				
Automobile gas station				
Automobile sales				
Automobile service/repair				
Automobile wash				
Agriculture				
Boat Repair				S
Distribution facility/warehouse				
Dry cleaner; commercial laundry	P*			
Industrial uses				
Storage yard				
Wholesale	P*			

Schedule of Bulk, Area, and Parking Regulations: Commercial and Industrial Zones

Use	Commercial Use Type	Industrial Use Type	Neighborhood Commercial Overlay	Broadway Corridor Use Type	Minimum Front Yard (feet)	Minimum Side Yard Each (1) (feet)	Minimum Rear Yard (1) (feet)	Maximum Height (stories)	Maximum Height (feet)	Maximum Lot Coverage (percent)	Off-Street Parking Required (2) (number of spaces)
Activity Facility	P*	P*	P*	P	—	—	—	4	45	60%	1 per 4 people allowed during maximum occupancy
Adult day-care facility			P*	P	—	—	—	4	45	60%	1 per 300 square feet
Adult Uses	S	S			—	—	—	4	45	60%	1 per 2 people allowed during maximum occupancy
Agriculture	P*	P*	S		As determined by City Planning Board and in accordance with facility master plan						
Amusement center	P*	P*	P*	S	—	—	—			60%	1 per 200 square feet
Animal care facility	S	S	<u>P*</u>	S	—	—	—	4	45	60%	1 per 200 square feet
Assembly hall/banquet hall	P*	P*		P*	—	—	—	4	45	60%	1 per 3 people allowed during maximum occupancy

Automobile gasoline station	S	S	S		10	5	10	1	15	60%	1 per 3 gas pumps; plus parking for accessory uses
Automobile service/repair	S	S	S		10	5	10	2	25	60%	2 per repair bay
Automobile wash	S	S	S		10	5	10	1	15	60%	*
Bank	P*	A	P*	P	—	—	—	4	45	60%	1 per 300 square feet
Bar	P*	P*	P*	P	—	—	—	4	45	60%	1 per 150 square feet
Billiard parlor	P*	P*		P	—	—	—	4	45	60%	1.5 per table
Boat repair		P*			10	5	10	2	25	60%	As determined by City Planning Board
Bowling alley	P*	P*	P*	P*	—	—	—	4	45	60%	3 per lane; plus parking for accessory uses if such uses occupy more than 300 square feet
Brewing of malt beverages or distilled spirits primarily for on-site consumption	P*	P*	P*	P*	10	10	10	4	45	70%	1 per 1,000 square feet
Business or professional office; office	P	P	P <u>P*</u>	P	—	—	—	4	45	60%	1 per 300 square feet

Cabaret	S	S		P	—	—	—	4	45	60%	1 per 100 square feet
<u>Cannabis, Adult-Use On-Site Consumption</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	—	—	—	<u>4</u>	<u>45</u>	<u>60%</u>	<u>1 per 150 square feet</u>
<u>Cannabis, Industrial</u>	<u>P*</u>	<u>P*</u>	—	—	—	—	—	<u>4</u>	<u>45</u>	<u>60%</u>	<u>1 per 150 square feet</u>
<u>Cannabis, Retail</u>	<u>P*</u>	<u>P*</u>	<u>P*</u>	<u>P*</u>	—	—	—	<u>4</u>	<u>45</u>	<u>60%</u>	<u>1 per 150 square feet</u>
Car rental	S	P*		S	10	5	10	2	25	60%	1 per 300 square feet, plus adequate parking for rental vehicles
Cemetery (3)	P*	P*	<u>P*</u>	P*	20	20	20	2	25	As determined by City Planning Board	
College/university				P*	As determined by City Planning Board and in accordance with facility master plan						
Cottage industry	S		<u>P*</u>		—	—	—	4	45	60%	1 per 500 square feet
Child day-care center	S		P*	P	—	—	—	4	45	60%	1.5 per classroom
Distribution facility/warehouse	P*	P*			10	10	10	3	35	70%	1 per 1,000 square feet
Drive-thru	P*		<u>P*</u>	P*	—	—	—	4	45	60%	As determined by City Planning Board
Dry cleaner/commercial laundry	P*	P*	<u>P*</u>	P*	10	10	10	3	35	70%	1 per 500 square feet

Funeral home	P*		P*	P*	—	—	—	4	45	60%	1 per 100 square feet or, 1 per 5 seats in chapel, whichever is greater
Hospital	A			A/S	As determined by City Planning Board and in accordance with facility master plan.						
Hotel/motel	P*			P*	—	—	—	4	45	60%	1.0 per room; plus parking for accessory uses
House of worship	P*			P*	0	20	20	4	45	70%	1 per 5 seats
Industrial uses		P*			10	10	10	3	35	70%	1 per 1,000 square feet
Membership club	S	S	S	P*	—	—	—	4	45	60%	As determined by City Planning Board
Movie or professional theater	S			S	—	—	—	4	45	60%	1 per 4 seats
Museum	S	S	S	P*	—	—	—	4	45	60%	1 per 300 square feet
Nursing home	S		S	P*	0	10	20	6	60	55%	1 per 4 beds, or as determined by City Planning Board

Park	P	P	P	P	—	—	—				As determined by City Planning Board
Parking area, community	P	P	P	P*	5	5	5	4	45		
Personal services	P	A	P <u>P*</u>	P	—	—	—	4	45	60%	1 per 300 square feet
Residential care facility				P	0	5	20	4	45	55%	0.33 per sleeping room (or as determined by City Planning Board)
Restaurant	P*	A	P*	P	—	—	—	4	45	60%	1 per 100 square feet
Restaurant, carry-out	P*	A	P*	P	—	—	—	2	25	60%	1 per 100 square feet
Restaurant, fast-food	P*	A	P*	P	—	—	—		25	60%	1 per 100 square feet
Retail store	P	A	S <u>P*</u>	P	—	—	—	2	45	60%	1 per 300 square feet
Retail, neighborhood	P	A	P <u>P*</u>	P							
Rooming house	S			S	—	—	—	4	45	60%	0.5 per boarding unit
Self storage	P*	P*			10	10	10	4	45	70%	1 per 1,000 square feet
Shopping center	P*				—	—	—	4	45	60%	1 per 300 square feet
Tattoo parlor	P			P	—	—	—	4	45	60%	1 per 300 square feet

Taxi service	S	S	§	P	10	5	10	2	25	60%	1 per 300 square feet, plus adequate parking for all fleet vehicles
Technical school	S	P*	§ <u>P*</u>	S	—	—	—	4	45	60%	As determined by City Planning Board
Wholesale	P	P*	P	P*	10	10	10	4	45	70%	1 per 1,000 square feet

NOTES:

- 1 Must also comply with § **300-53**.
- 2 Parking subject to Article **IX**
- 3 Cemetery must have a minimum lot size of 40,000 square feet.

Accessory structures and uses are permitted pursuant to § **300-31**, Accessory uses and structures, as well as the other applicable sections of this chapter.

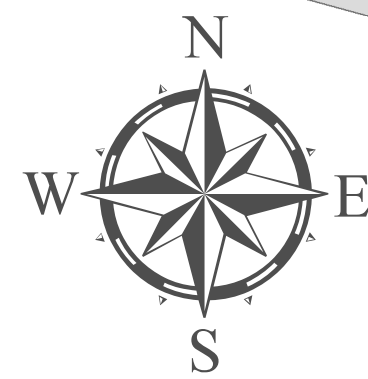
City of Newburgh Zoning, Cannabis Industrial Uses



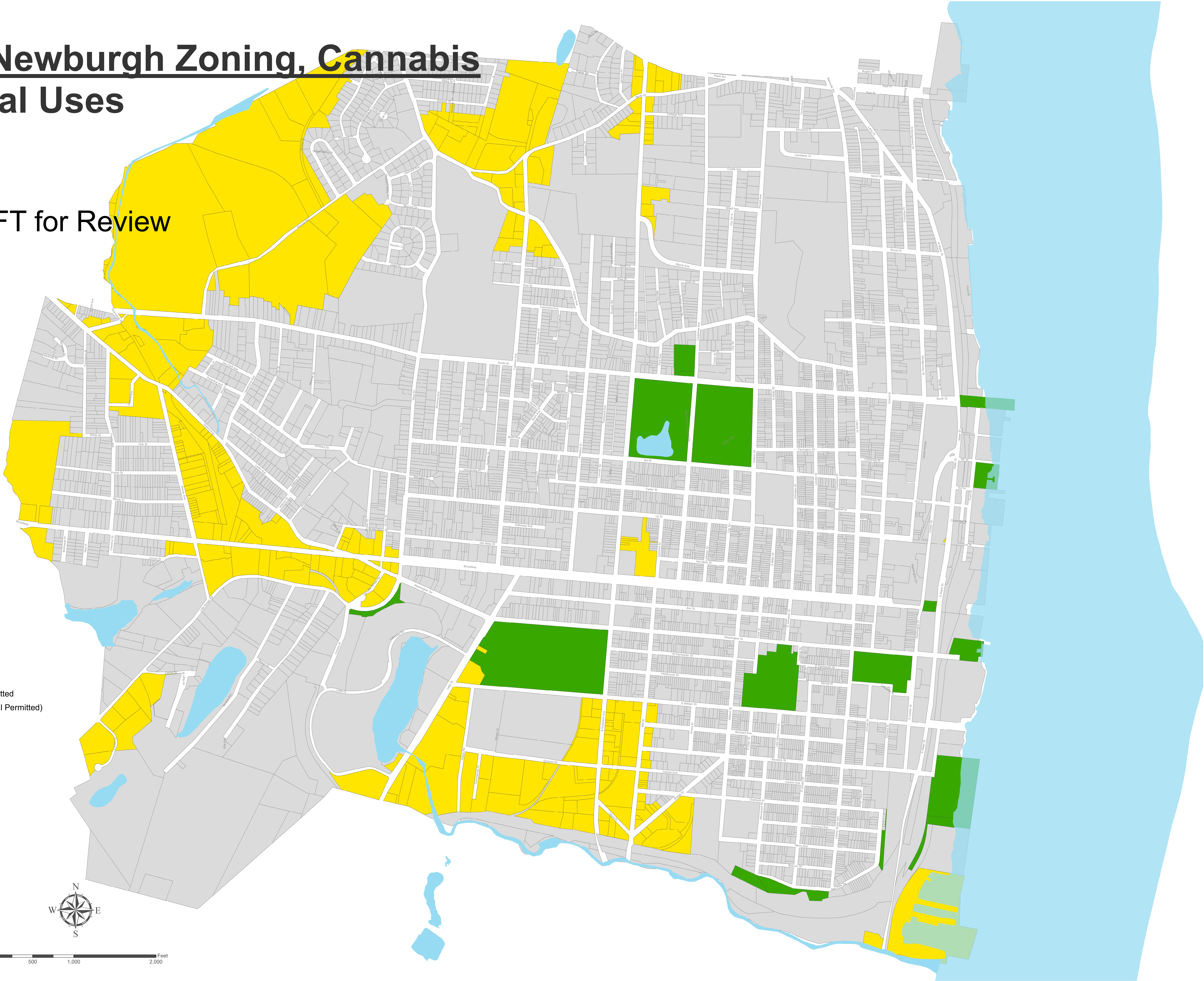
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- No Cannabis, Industrial Permitted
- Parks (No Cannabis, Industrial Permitted)
- Commercial
- Industrial

3/15/23
AC



0 500 1,000 2,000 Feet



City of Newburgh Zoning, Cannabis Retail Uses



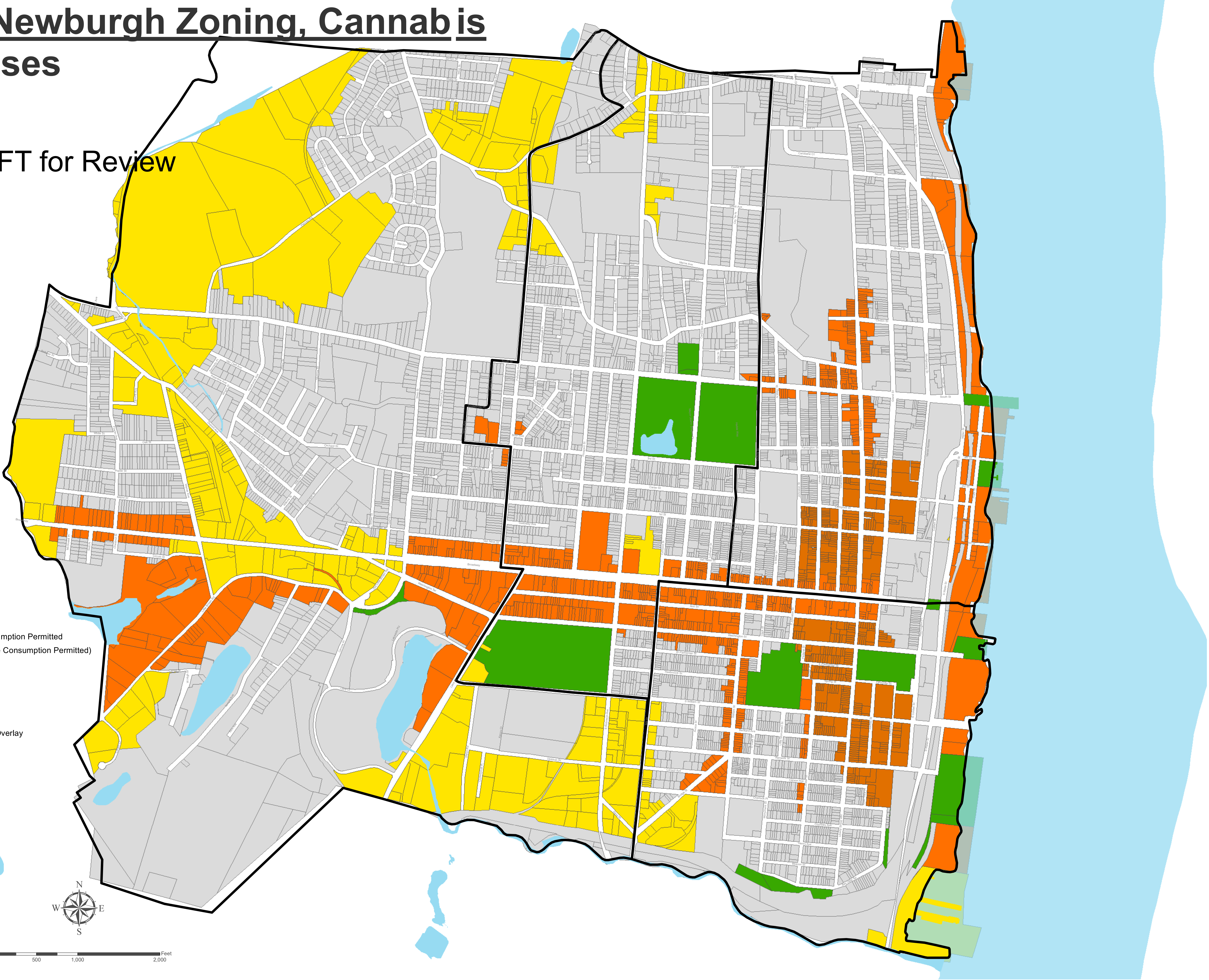
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- Wards
- No Cannabis, On-Site Consumption Permitted
- Parks (No Cannabis, On-Site Consumption Permitted)
- Commercial
- Industrial
- Broadway Corridor
- Downtown Neighborhood
- Planned Waterfront District
- Neighborhood Commercial Overlay

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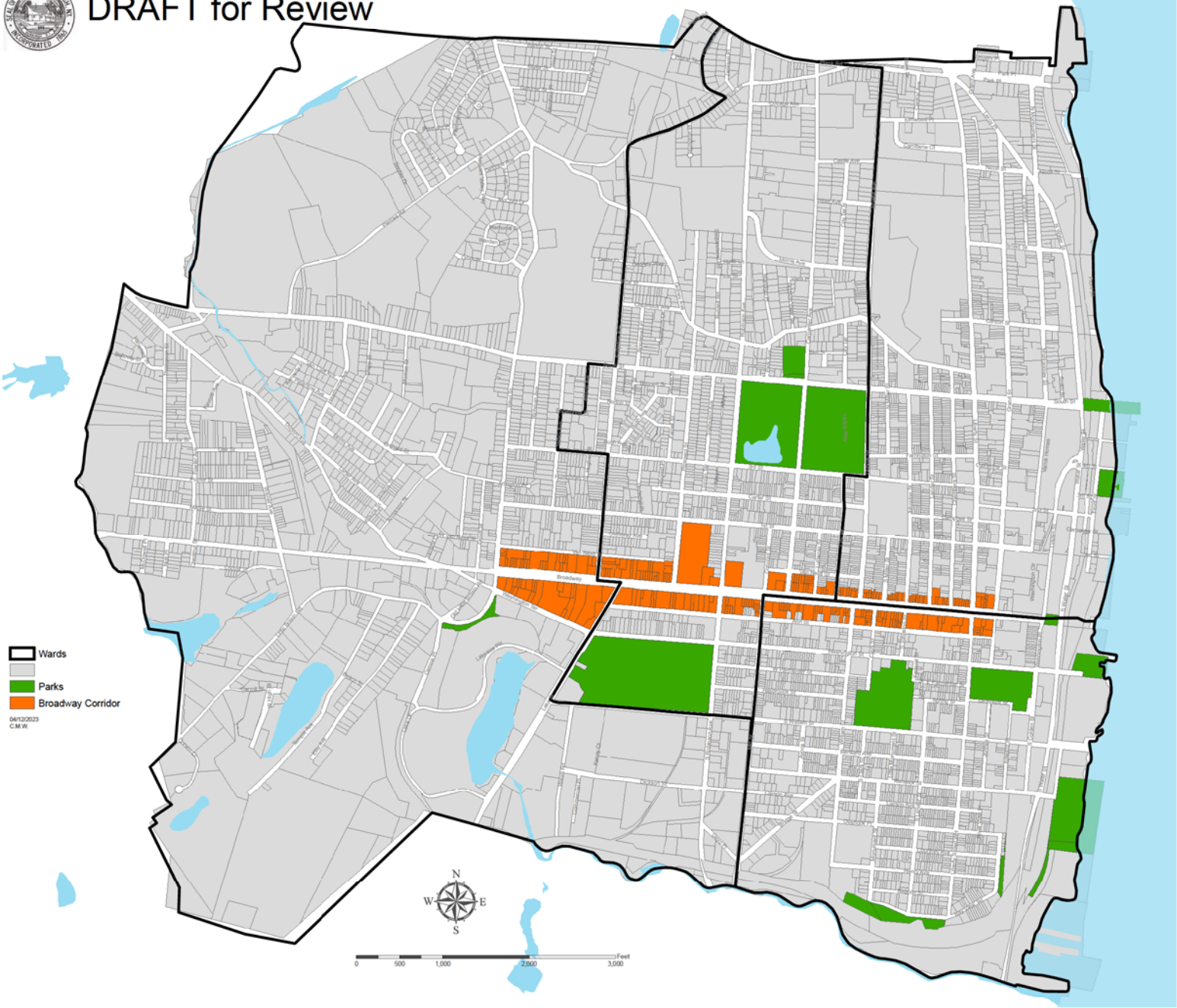
0 500 1,000 2,000 Feet



City of Newburgh Zoning, Cannabis Adult Use, On-Site Consumption (Proposed) Broadway Corridor, Map 1 of 5



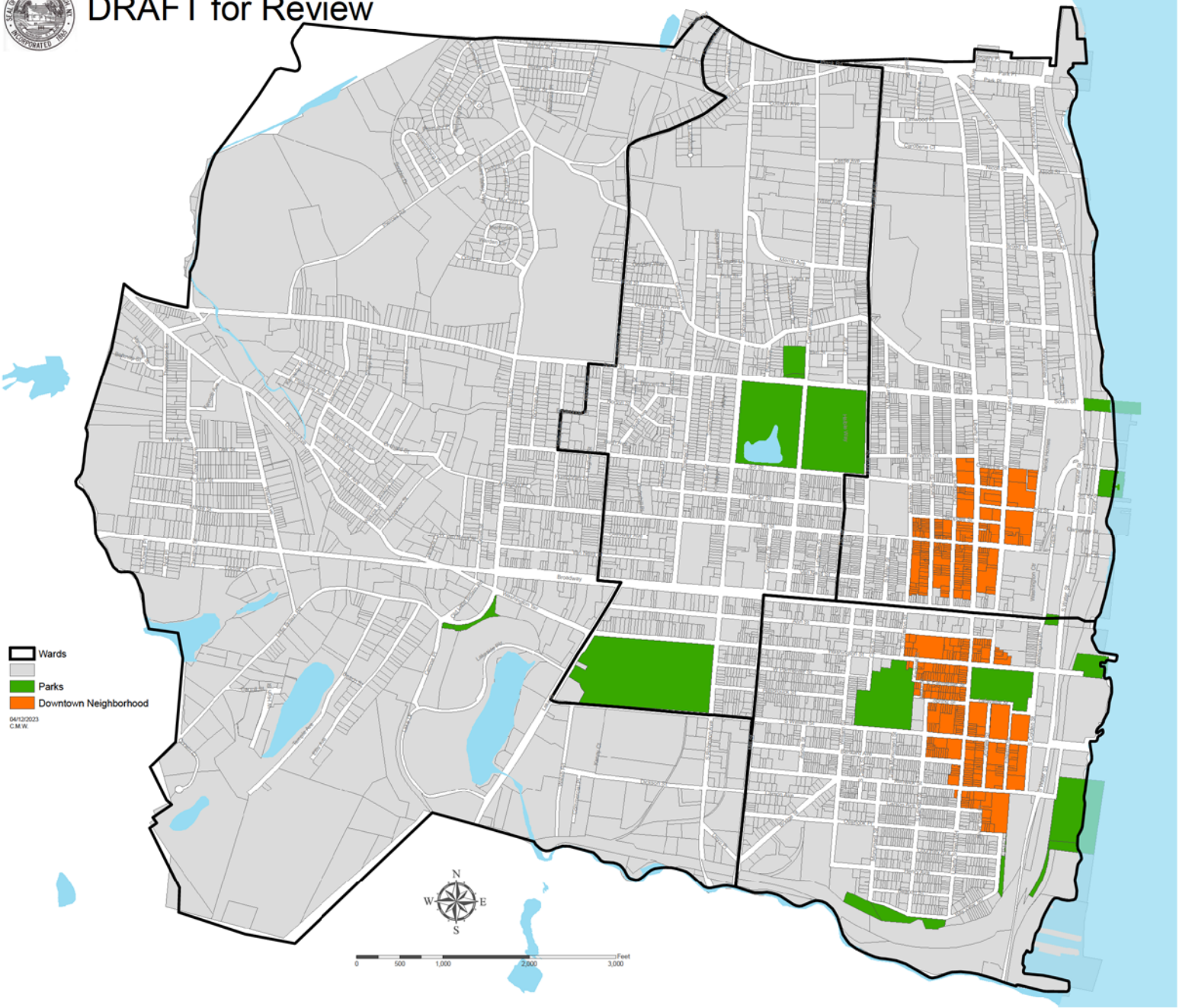
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City of Newburgh Zoning, Cannabis Adult Use, On-Site Consumption (Proposed) Downtown Neighborhood, Map 2 of 5



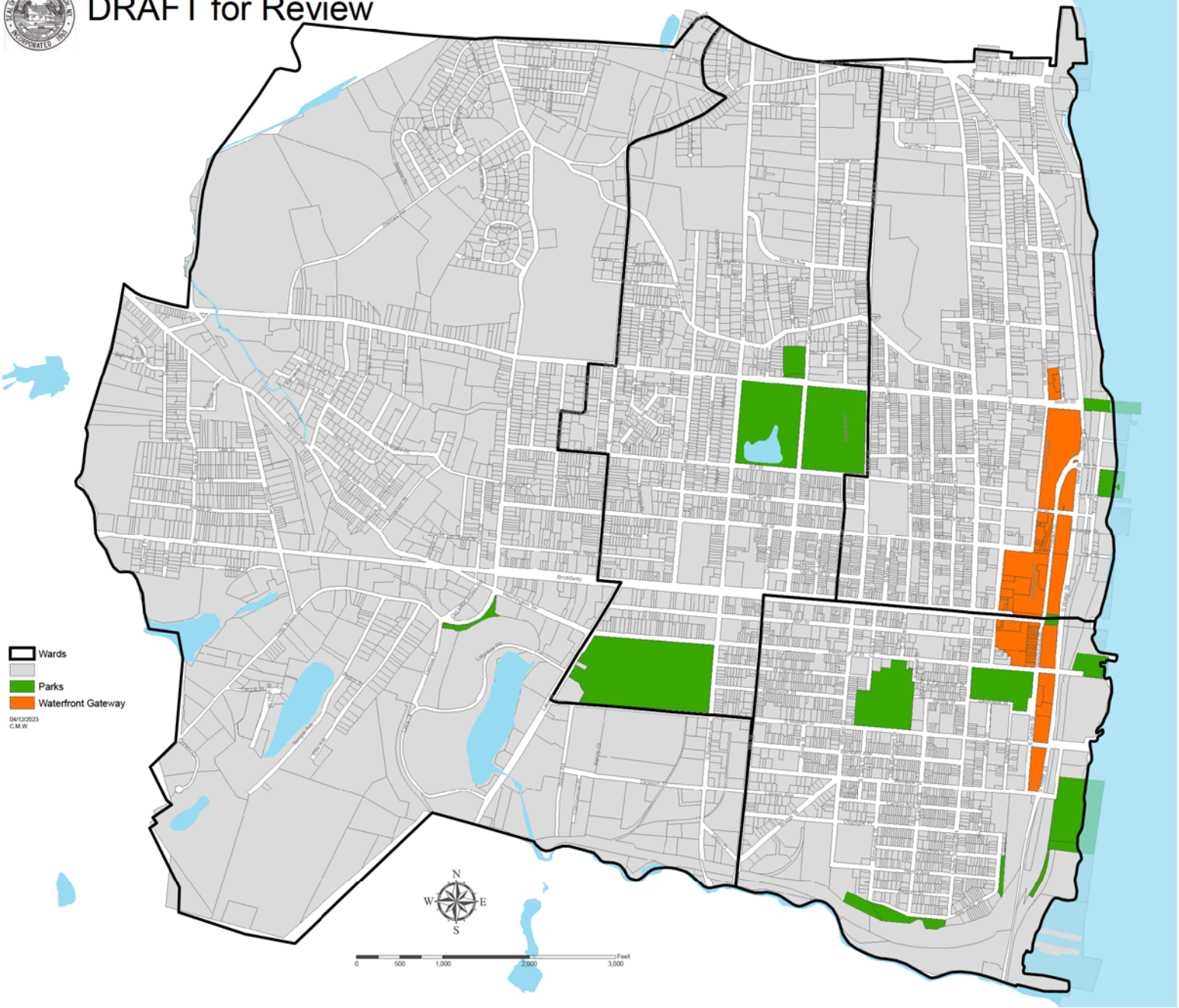
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City of Newburgh Zoning, Cannabis Adult Use, On-Site Consumption (Proposed) Waterfront Gateway, Map 3 of 5



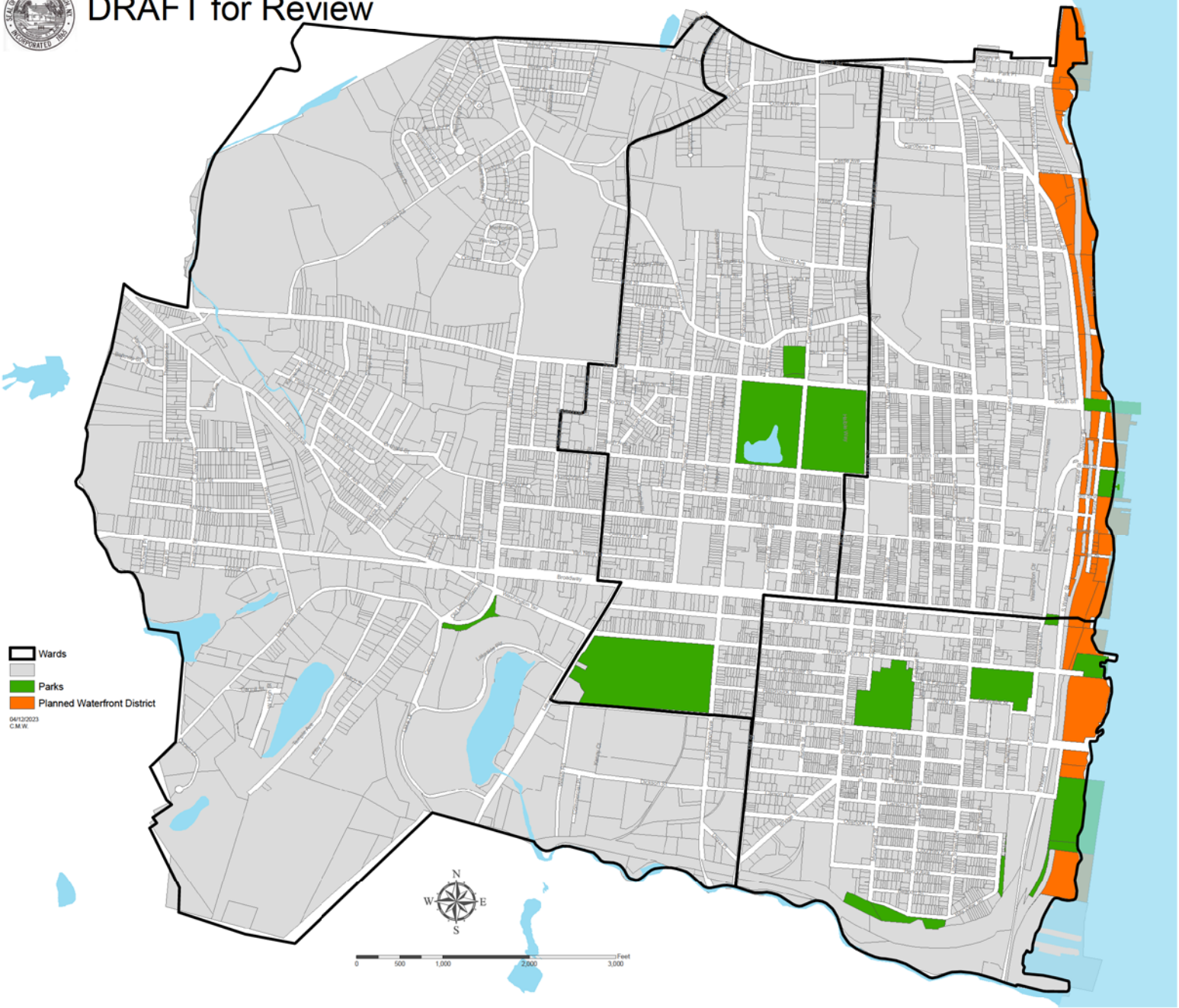
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**City of Newburgh Zoning, Cannabis
Adult Use, On-Site Consumption (Proposed)
Planned Waterfront District, Map 4 of 5**



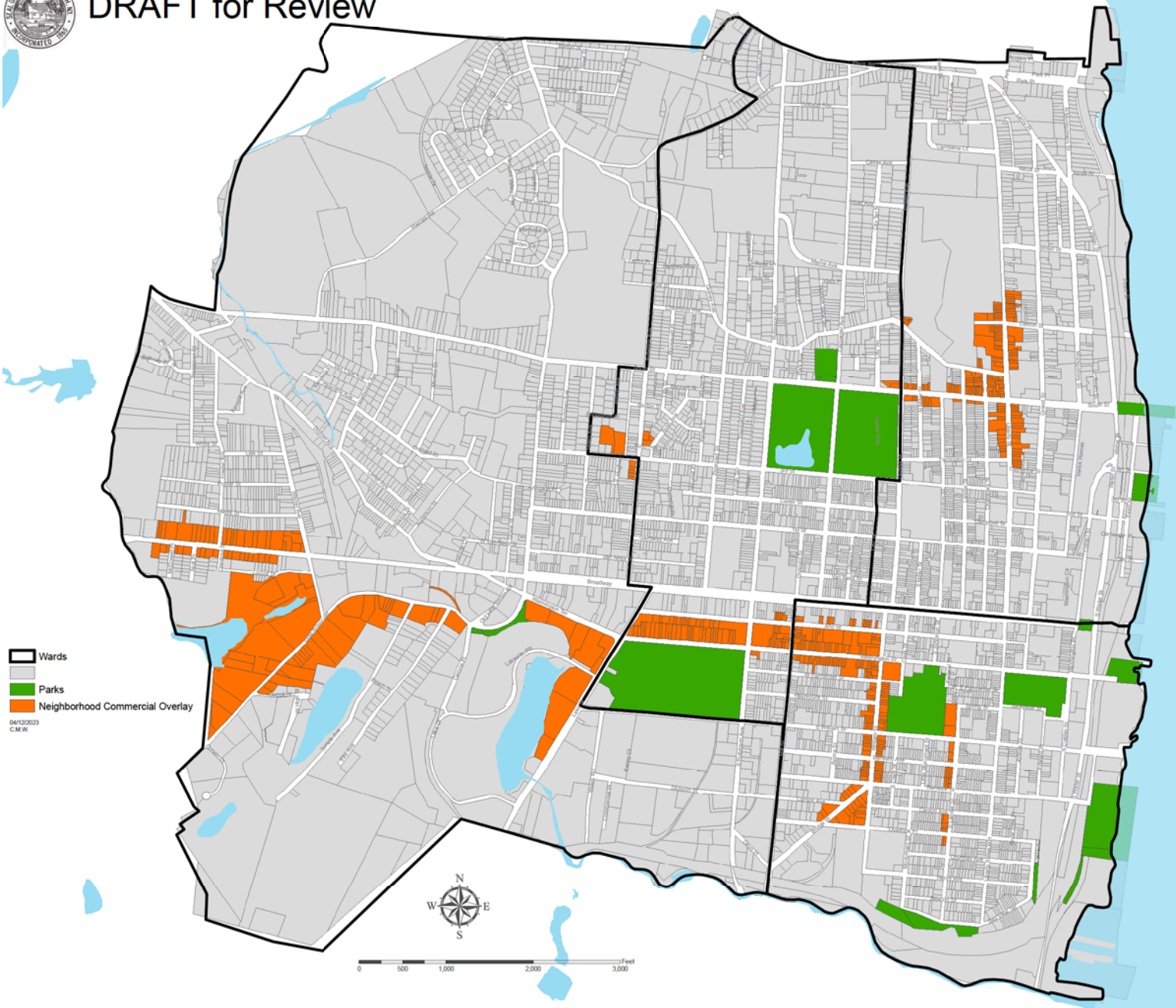
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City of Newburgh Zoning, Cannabis Adult Use, On-Site Consumption (Proposed) Neighborhood Commercial Overlay, Map 5 of 5



DRAFT for Review



A new Part 119, titled Municipality Rulemaking, is added to read as follows:

Part 119

Municipality Rulemaking

Part 119- Municipality Rulemaking

§ 119.1 Preemption and Prohibitions on Municipality Rulemaking.

§ 119.2 Authorizations for Municipality Rulemaking.

§ 119.3 Notifications to Municipalities.

§ 119.4 Measurement of Distance from School Grounds, Houses of Worship, Community Facilities and Between Adult-Use Retail Dispensaries and On-Site Consumption Sites

§ 119.5 Unreasonably Impracticable; Review and Determination.

§ 119.6 Severability.

§119.1 Preemption and Prohibitions on Municipality Rulemaking.

(a) Pursuant to section 131(2) and 85(12) of the Cannabis Law, the governing body of a county, town, city and village are preempted from adopting any law, rule, ordinance, regulation or prohibition pertaining to the operation or registration, licensure, or permitting of a registered organization, adult-use cannabis license or cannabinoid hemp license. The Board prohibits municipalities to pass local laws and regulations governing the following activities:

- (1) adopting local laws that impose a special fee that is specific to cannabis businesses on the approved licensee that intends to operate within their jurisdiction;
- (2) adopting local laws that impose a fee on adult-use retail dispensary or on-site consumption licenses, except where the fees are also applicable to off-premises liquor establishments licensed under the State Liquor Authority prior to the thirty first of March two thousand twenty-one, and such law does not conflict with the Cannabis Law or this Part.
- (3) adopting local laws that impose a tax or a fee on the cultivation, processing, manufacturing, distribution or sale of cannabis or cannabis product in this State other than any usual and customary fees associated with similarly situated businesses.
- (4) adopting local laws that prohibit a premises, for which an adult-use cannabis retail dispensary or on-site consumption license has been issued, from being located within a distance, to be measured in accordance with section 119.5 of this Title, that is:
 - (i) no less than a 1,000 foot radius of another premises for which a license of the same type has been issued in a city, town or village having a population of 20,000 or more; and
 - (ii) no less than a 2,000 foot radius of another premises for which a license of the same type has been issued in a city, town or village having a population of 20,000 or less.

(5) adopting or executing any agreement where the municipality, community organization or association affiliated with such municipality, otherwise receives any additional benefit outside of general operation from or imposes any duty or obligation on any applicant, registrant, licensee or permittee of the Board;

(6) adopting a local law that would deny any right, privilege, permit, variances, approvals to any licensed adult-use retail dispensary premises that has been in existence continuously from a date prior to the date when a building on the same road or street within:

(i) 500 feet of said licensed adult-use retail dispensary premises has been occupied exclusively as school grounds;

(ii) 200 feet of said licensed adult-use retail dispensary premises has been occupied exclusively as a house of worship; or

(iii) 500 feet of said licensed adult-use retail dispensary premises has been occupied as a community facility, if the municipality has passed such ordinance.

(b) A retail dispensary shall be in a location consistent with public convenience and advantage standards as determined by the Board.

(c) The Board may issue a license pursuant to this section for a premises which shall be within a 2,000 foot radius of an existing premises licensed and operating in a city, town, or

village having a population of 20,000 or less, pursuant to this section, after it determines that granting such license would be in the public interest.

§ 119.2 Authorizations for Municipality Rulemaking.

(a) All municipalities and counties are hereby preempted from adopting any law, rule, ordinance, regulation or prohibition pertaining to the registration, licensing, permitting or operation of registered organizations, adult-use cannabis businesses, or, or cannabinoid hemp businesses, provided however, such municipality may enact local laws and regulations governing the time, place and manner of the operation of licensed adult-use cannabis retail dispensaries and/or on-site consumption sites, provided that such law or regulation shall not make the operation of such licensed retail dispensaries or on-site consumption sites unreasonably impracticable as determined by the Board. To the extent the following is not unreasonably impracticable, the Board authorizes municipalities to pass local laws and regulations governing the time, place, and manner, which shall mean and apply to the following activities:

(1) the hours of operation for adult-use retail dispensary, during which cannabis products can be sold at retail, which:

(i) shall not be allowed to operate from 2:00 ante meridiem to 8:00 ante meridiem, unless given express written permission by such municipality, or the municipality passes a local ordinance, authorizing it to operate beyond such hours; and

(ii) shall not restrict operations to less than 70 hours a week, provided however, this provision shall not be construed as removing the licensees' discretion to operate for less hours of operation.

(2) the hours of operation for on-site consumption site, during which cannabis products can be sold at retail, which:

(i) shall not be allowed to operate from 4:00 ante meridiem to 8:00 ante meridiem.

(ii) shall not restrict operations to less than 70 hours a week provided however, this provision shall not be construed as removing the licensees' discretion to operate for less hours of operation.

(3) business operations within historical districts;

(4) parking;

(5) traffic control including, but not limited to, pedestrian and vehicular traffic;

(6) odor, consistent with the Public Health Law Article 13-E and the Clean Indoor Air Act;

(7) noise; and

(8) distance requirements between a licensed premises and a community facility, provided however, that such distance requirement is no greater than 500 feet from the licensed premises and the community facility. This provision shall not apply to licensees operating pursuant to Part 116 of this Title.

§ 119.3 Notifications to Municipalities.

(a) Pursuant to section 76 of the Cannabis Law, notifications to municipalities regarding adult-use retail dispensary or on-site consumption licenses shall be in a form provided by the Office, and contain the following information:

- (1) applicant contact information;
- (2) trade name or “doing business as” name;
- (3) full name of the applicant;
- (4) street address of the establishment, including the floor location or room number, if applicable;
- (5) the mailing address of the establishment, if different than the street address;
- (6) the name, address and telephone number of the attorney or representative of the applicant, if any;

- (7) a statement indicating whether the application is for:
 - (i) a new establishment;
 - (ii) a transfer of an existing licensed business;
 - (iii) a renewal of an existing license; or
 - (iv) an alteration of an existing licensed premises;
 - (8) if the establishment is a transfer or previously licensed premises, the name of the old establishment and such establishment's registration or license number;
 - (9) in the case of a renewal or alteration application, the registration or license number of the applicant; and
 - (10) the type of license.
- (b) A municipality shall have 30 days from the receipt of the notification from an applicant to express an opinion for or against the granting of such registration, license or permit application and any such opinion shall be part of the record upon which the Office makes its recommendation to the Board to grant or deny an application; Provided however, a municipality

may request additional time in writing and upon showing a reasonable documented effort for an extension.

§ 119.4 Measurement of Distance from School Grounds, Houses of Worship, Community Facilities and Between Adult-Use Retail Dispensaries and On-Site Consumption Premises

(a) No adult-use retail dispensary or on-site consumption license shall be granted for any premises which shall be:

(1) on the same road and within 200 feet of a building occupied exclusively as a house of worship;

(2) on the same road and within 500 feet of school grounds;

(3) on the same road of a community facility if the municipality has enacted an ordinance in accordance with section 119.2 of this Title;

(4) in a city, town or village having a population of 20,000 or more within a 1,000 foot radius of another premises for which a license of the same type has been issued;

(5) in a city, town or village having a population of 20,000 or less within a 2,000 foot radius of another premises for which a license of the same type has been issued;

(6) The measurements in subdivision (a) of this section are to be taken in a straight line from the center of the nearest entrance of such house of worship or the nearest point of school grounds to the center of the nearest entrance of each such premises licensed and operating pursuant to this section 72 and section 77 of the Cannabis Law; except, however that no renewal license shall be denied to any premises at which a license under this Chapter has been in existence continuously from a date prior to the date when a building on the same road and within 200 feet of said premises has been occupied exclusively as a house of worship or 500 feet of said premises has been occupied by schoolgrounds.

(i) Within the content of this paragraph, the “entrance” shall mean a main door of a house of worship, or of premises licensed and operating pursuant to this section, regularly used to give ingress to the students of the school, to the general public attending the house of worship, and to patrons or guests of the premises licensed and operating pursuant to this section or of the premises sought to be licensed, except that where a school or house of worship or premises licensed and operating pursuant to this section or the premises sought to be licensed is set back from a public thoroughfare, the walkway or stairs leading to any such door shall be deemed an entrance; and the measurement shall be taken to the center of the walkway or stairs at the point where it meets the building line or public thoroughfare. Such definition shall not include cellars, back and side doors, delivery entrances, or emergency exits.

(ii) If the school or house of worship or premises licensed and operating pursuant to this section or the premises sought to be licensed is located in a multi-story building, the building “entrance” at the road level is used.

(iii) If the school or house of worship or premises licensed and operating pursuant to this section or the premises sought to be licensed is situated on a corner lot, such establishment is considered to be on both roads of the intersection, whether or not there is an entrance to the building on both roads.

(iv) A door which has no exterior hardware, or which is used solely as an emergency or fire exit, or for maintenance purposes, or which leads directly to a part of a building not regularly used by the general public or patrons, is not deemed an “entrance.”

(v) Within the context of this section, a building occupied as a house of worship does not cease to be “exclusively” occupied as a house of worship by incidental uses that are not of a nature to detract from the predominant character of the building as a house of worship, such uses including, but not limited to:

(a) the conduct of legally authorized games of bingo or other games of chance held as a means of raising funds for the not-for-profit religious organization which conducts services at the house of worship or for other not-for-profit organizations or groups;

(b) use of the building for fund-raising performances by or benefitting the not-for-profit religious organization which conducts services at the house of worship or other not-for-profit organizations or groups;

(c) the use of the building by other religious organizations or groups for religious services or other purposes;

(d) the conduct of social activities by or for the benefit of the congregants;

(e) the use of the building for meetings held by organizations or groups providing bereavement counseling to persons having suffered the loss of a loved one, or providing advice or support for conditions or diseases including, but not limited to, alcoholism, substance use disorder, cancer, cerebral palsy, Parkinson's disease, or Alzheimer's disease; the use of the building for blood drives, health screenings, health information meetings, yoga classes, exercise classes or other activities intended to promote the health of the congregants or other persons; and

(f) use of the building by non-congregant members of the community for private social functions.

(vi) The building occupied as a house of worship does not cease to be "exclusively" occupied as a house of worship where the not-for-profit religious organization occupying the house of worship accepts the payment of funds to defray costs related to another party's use of the building.

§119.5 Unreasonably Impracticable; Review and Determination.

(a) Pursuant to section 131(2) of the Cannabis Law and in accordance with this Part, no rules, regulation, ordinance, or actions of the municipality shall be effective or enforceable if

such action otherwise impedes on duties and obligations of the Board as set forth under the Cannabis Law, violates any provision of the Cannabis Law or this Part, or discriminates against or frustrates the registrant, licensee, or permittee's ability to carry out the operation of such registration, license, or permit as issued by the Board.

(b) Should an unreasonable impractical claim be brought before the Office by a claimant contesting the validity of such local law or regulation, the Board may conduct a review of such law and issue an advisory opinion as to whether the law is “unreasonably impracticable”.

(c) Upon review and determination of an application to the Board, the Office shall send a copy of the advisory opinion to claimant and the municipality from where the local law originates. Should the local law:

(1) be adopted prior to the advisory opinion, the claimant can use the advisory opinion as prima facie evidence of the Board’s opinion that the local law violates Cannabis Law section 131(2); or

(2) be proposed but not adopted, the municipality shall be preempted from adopting the local law as the local law, if adopted, would be unreasonably impracticable, as determined by the Board, pursuant to Cannabis Law section 131(2).

§ 119.6 Severability. If any provision of this Part or its application to any particular person or circumstance is held invalid, the remainder of this Part and its application to other persons and circumstances shall not be affected thereby.

City of Newburgh Zoning, Cannabis Adult Use, On-Site Consumption (Proposed)



DRAFT for Review

