

A regular meeting of the City Council of the City of Newburgh was held on Monday, September 25, 2023 at 7:00 PM in the third floor Council Chambers at City Hall, 83 Broadway, Newburgh, NY.

Moment of Silence / Momento de Silencio

Mayor Harvey called for a Moment of Silence followed by the Pledge of Allegiance.

Pledge of Allegiance / Juramento a la Alianza

Roll Call / Lista de Asistencia

Present: Mayor Harvey, Presiding; Councilmember Grice, Councilmember Monteverde, Councilmember Shakur, Councilmember Sklarz, Councilmember Sofokles - 7

COMMUNICATIONS

Approval of the minutes from the City Council meeting of September 11, 2023 / Aprobacion del Acta de la Reunion General del Consejo del 11 de septiembre de 2023

Councilmember Shakur moved and Councilmember Sklarz seconded.

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

CARRIED

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



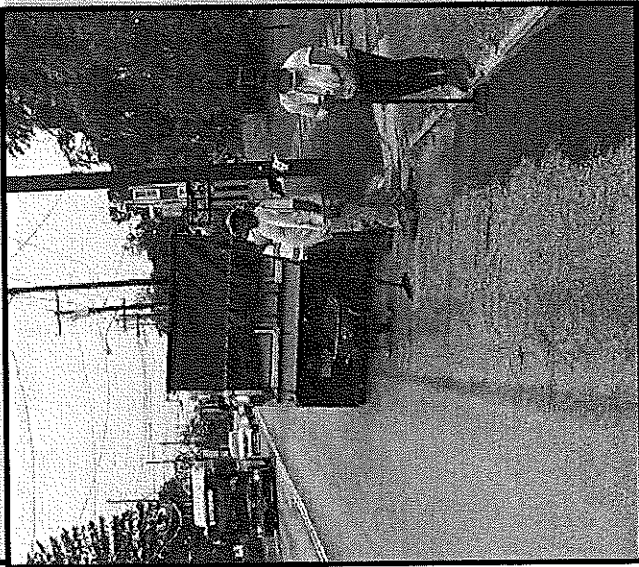
City Manager's Update

Newburgh City Council Meeting

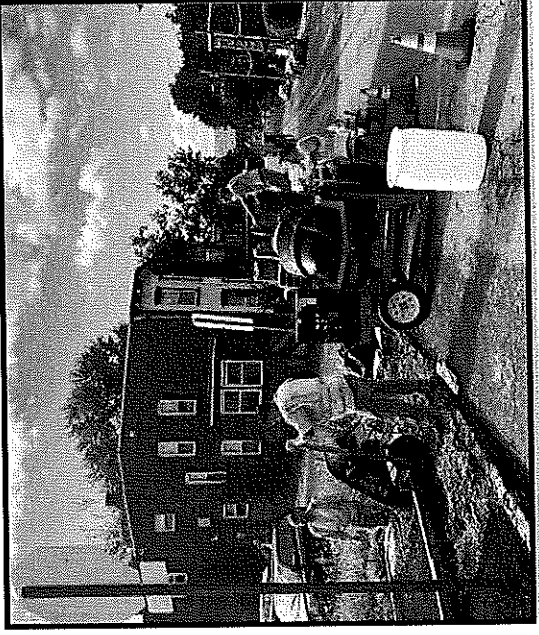
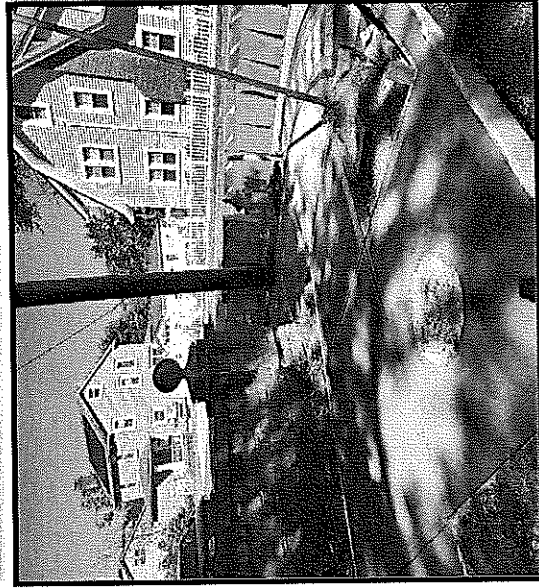
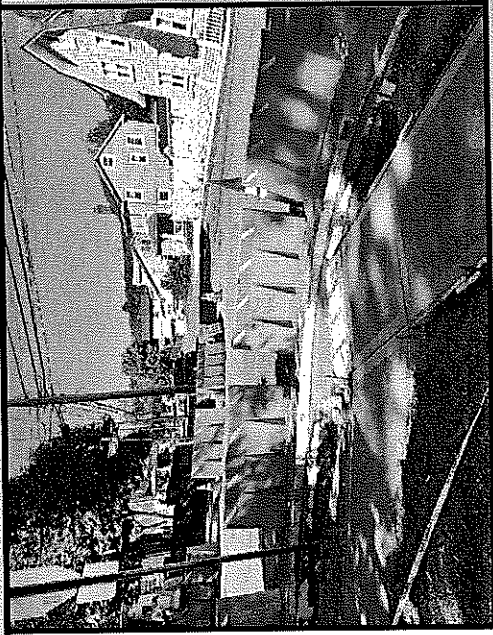
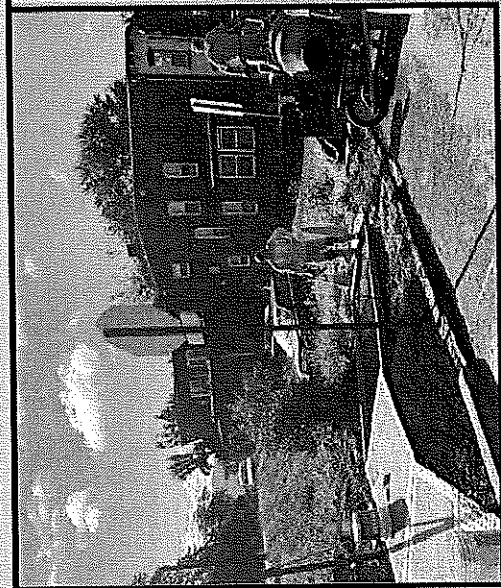
Monday, September 25, 2023



CLEANING CURB LINE AND
FILLING POTHOLES



ADA COMPLIANT SIDEWALK WORK BEING COMPLETED ON PAVING ROUTE

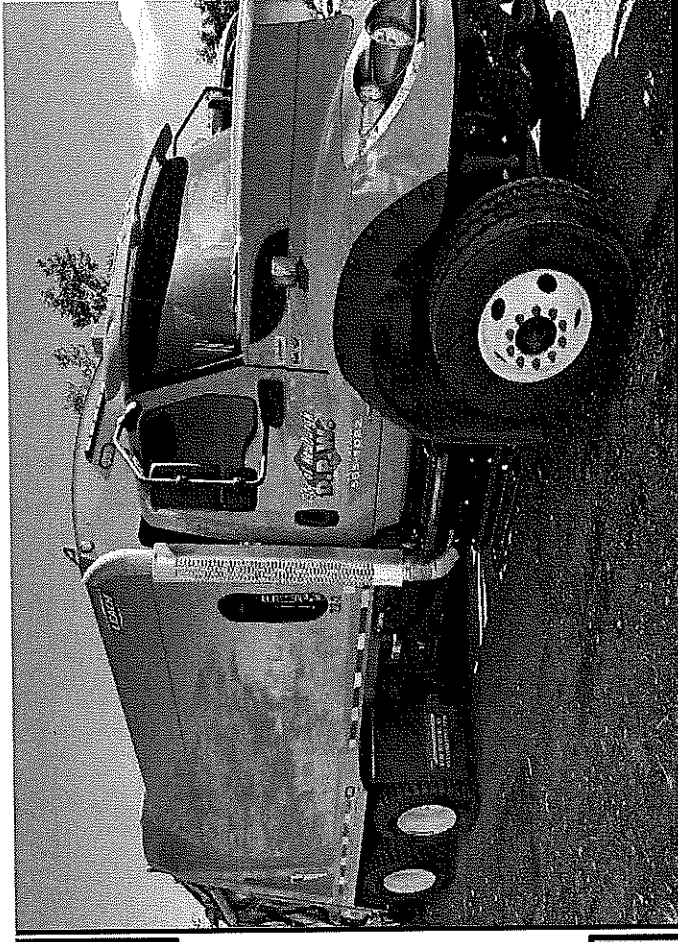


**SANITATION TOTALS FOR THE
MONTH OF AUGUST**

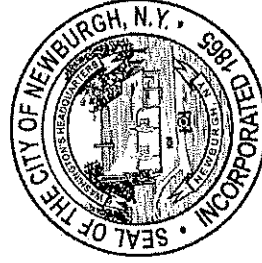
- 985 tons of solid waste
- 88 tons of recyclable material

**SANITATION ENFORCEMENT TOTALS
FOR AUGUST**

- 84 Warning Letters issued



FREE BULK ITEM PICKUP PROGRAM – SEPTEMBER 27TH



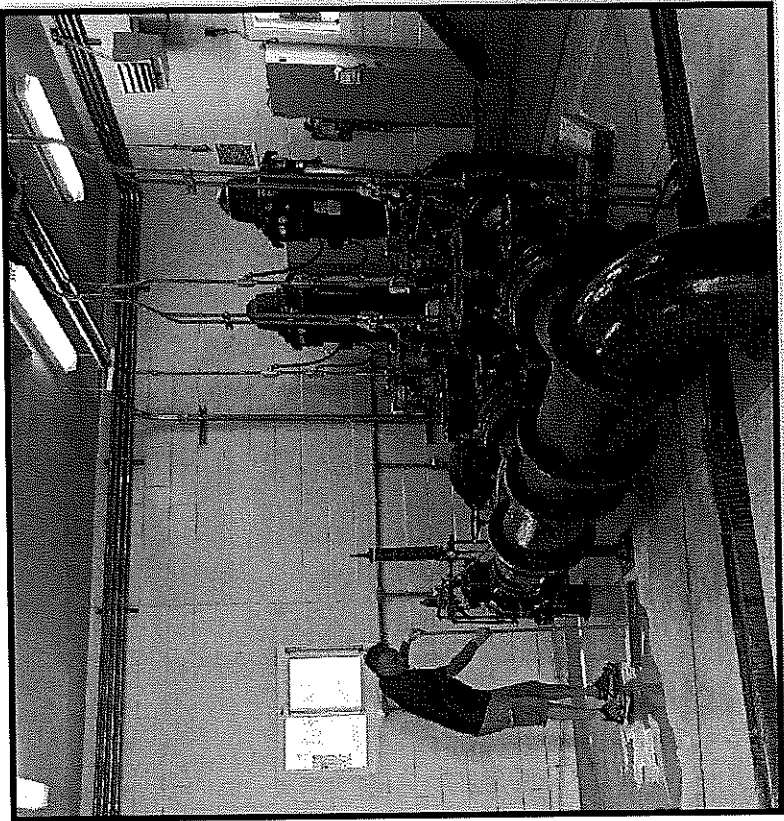
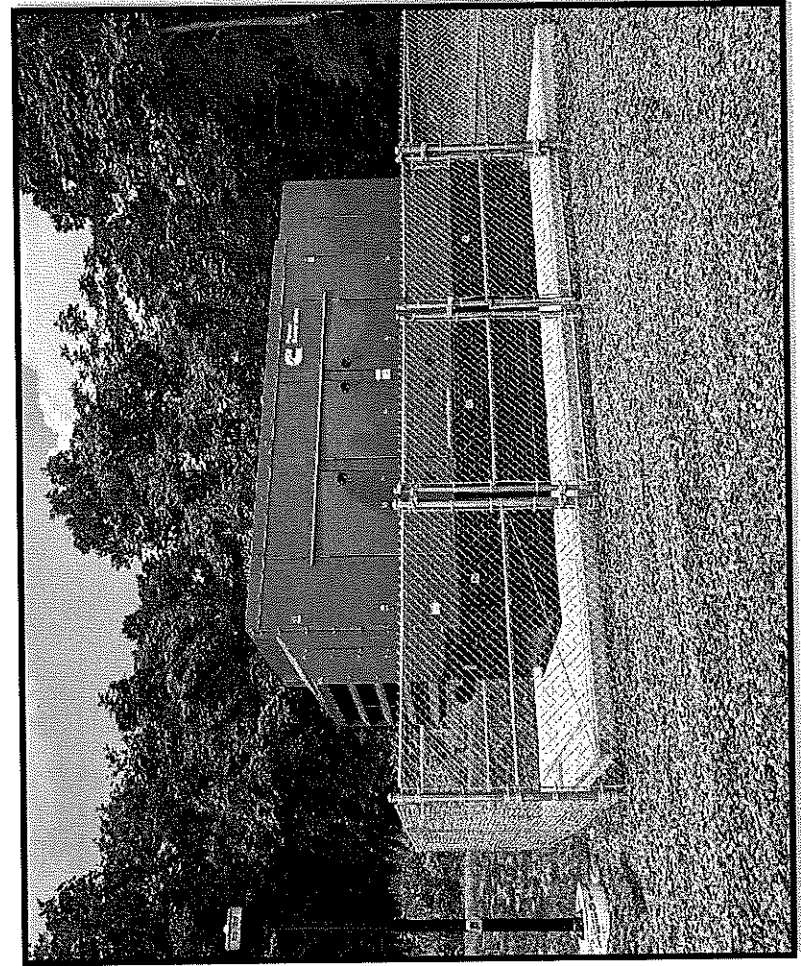
**BULK ITEM
PICKUP
PROGRAM**



**PROGRAMA DE
RECOLECCIÓN
DE ARTÍCULOS
A GRANEL**

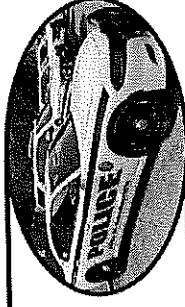


**BROWNS POND PUMP STATION
REVITALIZATION COMPLETED**



City of Newburgh Police Department

Police Monthly Operations Report



Date: as of September 15, 2023

2,914 Call for Service entries
in August 2023

Table 1.

CALL TYPE	PLATOON				TOTAL
	ONE	TWO	THREE		
ALARM - AUDIBLE/SILENT	290	308	318		916
DOMESTIC DISPUTE	226	332	349		907
DISORDERLY ADULT	168	334	302		804
THEFT / LARCENY	85	379	209		673
MVA - PROPERTY DAMAGE	75	320	269		664
WELFARE CHECK	131	235	289		655
NOISE COMPLAINT	252	47	280		579
DISTURBANCE	111	125	259		495
GENERAL INCIDENT	34	189	136		359
SICK / INJURED PERSON	75	152	112		339

Table 2.

Jan 1 - August 31	Part One Crime			% Change
	2022	2023	Raw Change	
Murder	2	3	1	50%
Rape	15	15	0	0%
Robbery	49	38	-11	-22%
Agg. Assault	141	149	8	6%
Res. Burglary	35	39	4	11%
Comm. Burglary	31	34	3	10%
Larceny - Theft	386	372	-14	-4%
Auto Theft	52	38	-14	-27%
Total	711	688	-23	-3%
Violent Crime	207	205	-2	-1%
Property Crime	504	483	-21	-4%

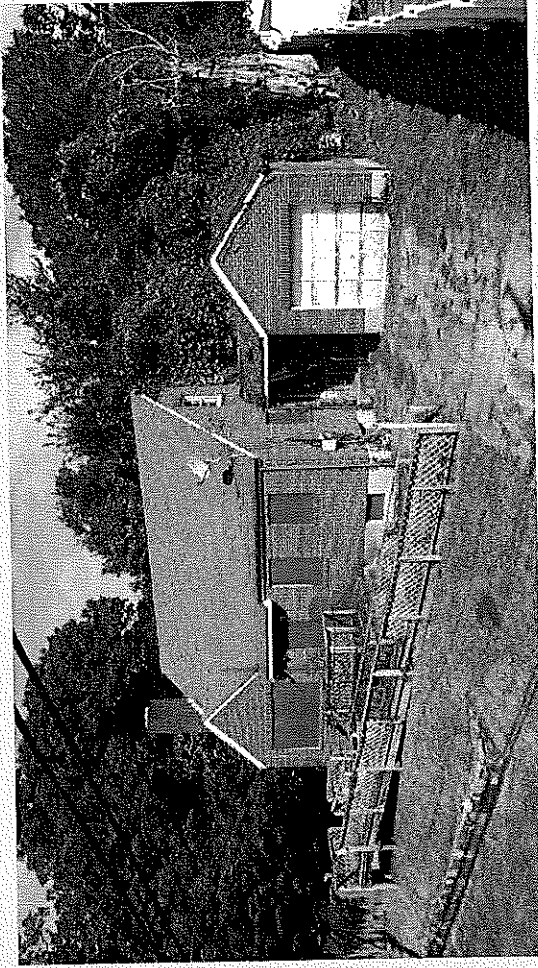
Table 3.

Arrests	
Number of Arrests	99
Gender	
	Female 21
	Male 78
Cause of Arrest	
Arrest Warrant	22
Bench Warrant	4
Complaint	19
Court Summons	2
Crime in Progress	51
Order of Protection	1

FOR NON-EMERGENCY CALLS, PLEASE DIAL: 845-569-7405

220 Gidney Avenue For Sale!

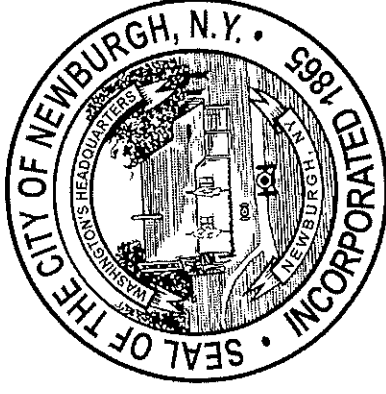
220 Gidney Avenue
Newburgh, NY 12550



Join in Newburgh's Renaissance!

Single family 4BR brick home in need of full renovation!

CURRENT TAXES: \$8,063 TOTAL SQ. FT.: 1,725 YEAR: 1960



CITY-OWNED PROPERTY FOR SALE!

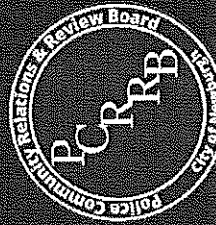
- Minimum asking price is \$179,900
- Full renovation is needed
- At this time, the property is only being offered for sale to qualified City of Newburgh residents who will be owner-occupants

Call for more information:

845-546-8387

BOARD & COMMISSION VACANCIES

**The PCRRB
has
Open Vacancies**



**SUBMIT AN APPLICATION BY
OCTOBER 26**



**CITIZENS ADVISORY COMMITTEE
SEEKS**

**MEMBERS FOR
DISTRICTING COMMISSION**

APPLY ONLINE ON THE CITY WEBSITE OR
SEND COMPLETED APPLICATION VIA EMAIL:
BOARDS@CITYOFNEWBURGH-NY.GOV

PRESENTATIONS

2nd Public Hearing for the FY2024 Community Development Block Grant (CDBG) Annual Action Plan (AAP)

Mayor Harvey called for a 2nd public hearing that was advertised for this meeting to receive comments concerning the FY2024 Community Development Block Grant (CDBG) Annual Action Plan (AAP).

Gabrielle Hill, City of Newburgh asked if funds could be set aside for senior citizens who lose a partner and lose that income. Particularly in the Historic District because they have certain guidelines when it comes to home improvements and sometimes it's very difficult for a senior with no one to help them to navigate those guidelines. Also, most of the homes in the Historic District are old and to find someone to make repairs on them is difficult and expensive. She is not sure if this fits into CDBG but hopes they will consider it. We want to find ways to keep people in their homes, especially considering our housing crisis where there are not a lot of options. If we can keep families together, then that's less people who will be looking for apartments or housing and we can keep that stock for people who really need it.

Jewel Martin, City of Newburgh said she doesn't like it when we have money from Grants going to not-for-profits and there is no show for it. What are they doing with the money? We have a lot of them based on incarceration, mental health and substance abuse so what happens when you give these Grants to these individuals or not-for-profits and there are no success stories. She feels they should stop giving Grants where there is no history. She would like to see Grants go to the Police Department for Hope Without Handcuffs so they can house people who have been incarcerated for minor offenses and have substance abuse with mental health personnel.

There being no one else wishing to speak, this public hearing was closed.

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

Cindy Holmes, former Councilmember of the City of Newburgh said that funds were transferred to the legislative body to go to Puerto Rico so she would like to know which elected officials are going to Puerto Rico as well as which spouses are going and what the taxpayers cost will be because this Conference was held in New York on March 10, 2023 but our City Council is choosing to go to Puerto Rico. She would like to know what the difference would be in her taxpayer dollars if they went to the one in New York instead of Puerto Rico. She knows they are allotted money for Conference, but they are taking money from the Budget which could be used for many things in the City that we need.

Jesse, 2 Washington Place said he spoke at the last meeting about his eighty percent increase in his assessment but was a little bit dismissed for not knowing what he was talking about but he was only somewhat wrong. He asked if next time they could please offer some type of assistance, like he just found out about the STAR program, and offer suggestions instead of just saying he doesn't know what he is talking about. He noted that

something is going on at the Post Office because they have a sign posted that said, *"No stamps, no envelopes, no supervisors and no mail. Please file a claim online at usps.com"* He strongly supports the Newburgh Wants a Park Campaign at Crystal Lake because he thinks that would be a fantastic use of public property to turn into a Park and it has a lot of potential. He added again that his assessment did go up enormously and that assessment is used in the school taxes so even though they reduced their dollar per thousand this past year a gigantic increase is not negated by that, so it was an increase for him and this is a big factor for the people who are fighting for rent stabilization here in Newburgh.

Gabrielle Hill, City of Newburgh said in regard to the Newburgh Wants a Park Campaign that they appreciate the green space, but her concern is that there is no transportation to get the City residents there to enjoy it. Maybe there could be some bus trips and workshops to Crystal Lake because many people still don't know where it is and it should be accessible to everyone. On Local Law No. E-2023, she thinks this is a great idea and it represents a City that cares about its residents. On Resolution No. 202-23 she gave a shout out to Councilmember Grice and everyone involved in re-engaging this conversation of transportation because it's really important that we have equal access to transportation and the County has made many efforts to come to the City of Newburgh to hear the residents. She doesn't want this to just be talk because how many workshops and seminars are we going to have before there is some action? She thanked the Council for entrusting her to be on this Committee and she will not take it lightly so let's work together.

Jewel Martin, City of Newburgh said she celebrates every culture but no one is standing with her when it comes to being housed. The Police Department, Fire Department and DPW do a lot for her. People are saying that the Police Department has gone through several people within the Department because they are connected to her and she wants it to stop. When she made a comment about certain people within the Department who need to be let go, she meant it but it's not the whole Department. A lot of people don't know what is going on with her so if you want to know ask her. Don't go by hearsay. We need to celebrate the Hispanic culture because they invest in our City. We need to celebrate all diversity and have housing for everyone. We also need to support our Fire, Police and all of the departments who work hard in this City for us.

Carlos, 138 Benkard Avenue said he was a youth apprentice this past summer at the Crystal Lake Sanctuary Healing Garden and his time there was incredible. He is currently in High School and plans to go into the Military, but he feels like Crystal Lake is the perfect place to be. Snake Hill is a great place to hike and the view of Newburgh and New Windsor from the top is incredible. Working as an apprentice at the garden was a great experience and he feels more youths like him should be open to areas like this. The only Park he knew growing up was Downing Park, which is a great park, but it's the only one he has seen in the City of Newburgh so making Crystal Lake into a green spacious area that is protected would be great for the City.

Anusha Mehar, City of Newburgh said she supports designating Crystal Lake as a public park. She feels a little disappointed after attending Thursday's Work Session to not hear any report back from the City Manager's Report to the public considering that there has been conversation online and a pretty robust report on the land survey that was completed by the City so in the sake of transparency, she would love for the public to have access to that information. As a cofounder of the sanctuary at Crystal Lake she has seen numerous

families and individuals transformed by gathering in a space that was once deeply recreational many generations ago and she thinks that the work they have all put in there has the opportunity to revitalize that space to be a recreational space for generations to come. Housing should not be built in viable naturalized areas nor in flood planes that support open space for exercise nor that offers carbon sequestration, stormwater capture, clean air and water for our community that lowers Hospital visits for individuals who are asthmatic and individuals who experience diabetes and provides increased fresh food access to families who are living near Crystal Lake. Especially via the public food garden which many people access as a clean food source in an otherwise city that experiences food apartheid. She believes the City should invest in housing that is mixed zoned and low income supportive housing.

Yohanna said she lives in Ward 4 with her children, and they are a homeschooled family. She is a single mom, and they are here tonight to support Newburgh Wants a Park. Her daughter drew a picture showing that they want to improve their health, justice and value because we already know the health benefits of green spaces, so we have to reconnect for our future generations. Our children need to know where tomatoes come from and how to grow them. To prioritize this Newburgh space as a Park is necessary for us to be successful. We also know that having a Park will increase the value of Newburgh.

Kyle Conway, Wappingers said he is vested in this City and would like them to prioritize, protect and consider the importance of Crystal Lake. Leadership needs to promote and make sure we pronounce the importance of those who do understand and have the influence to say that all green spaces and urban environments are necessary to improve health. We need more green spaces so we don't experience a heat island effect which urban environments suffer from. What makes Newburgh great is that it is an urban suburban city so we should look into insuring that our urban suburban city isn't suffering higher asthma rates than anywhere else. We have to promote green spaces to defend Mother Earth and represent her interests.

Mark Sanchez Potter, City of Newburgh thanked all of the young people who came out tonight. He is here in support of Newburgh Wants a Park because Crystal Lake is a valuable asset to this City. He went to a Climate March in New York City last Sunday where seventy five thousand people were marching which was beautiful. Councilmember Martinez was there also where we heard Alexandria Ocasio Cortez speak and she said, *"We organize out of hope"*. There are kids and elderly here who really love that Park so we can preserve green spaces and build housing because housing is a human right and Parks are a public good and everyone deserves human dignity. Our Earth, which we all rely on, is such a beautiful thing that we need to preserve so he hopes we can come together to make this a public park and preserve it as public land for everyone to enjoy. Green spaces improve our health and connect us to the Earth that we live on so let's continue to invest in this beautiful City.

Matt Gallagher said he is not a City of Newburgh resident, but the east side of his property is against the Corwin Court development by the Credit Union and his southern border is Miller's Pond. Everyone has been talking about Crystal Lake and he and his wife support the Park effort but if it does go through and extend to Miller's Pond and they've noticed that it's often a safety hazard to walk in that area. He believes in ownership for long term cleanliness and proper use so if this project goes through, he wanted to put forth the option for the City to discuss with them their purchase of the land around Miller's Pond for the purpose of safeguarding it and helping to construct and maintain pathways. Helping to put

in foliage that supports privacy for people walking and to make it a truly cohesive space. If that is something that the City is interested in, they would be willing to discuss that.

Brenda Dunham, 205 N. Miller Street complained that the City of Newburgh doesn't have a surveyor. Trees are falling on her property, which she is being cited for and people are fighting over who owns the tree. The tree fell in her yard and damaged her car so now she has to pay for a surveyor and for the tree to be cut and removed, which is money out of her pocket and now she is receiving a citation for it. Why don't we have a surveyor to determine who owns the tree? It's not in her yard but it's tearing up her fence and damaged her car.

Mayor Harvey asked Jeremy Kaufman, Assistant corporation Counsel what the legal responsibilities as a homeowner are.

Jeremy Kaufman, Assistant Corporation Counsel explained that in general all property owners are responsible for things that happen within the perimeter of their property. There are times when neighboring properties encroach on yours creating issues that cause you to be in violation. This sounds as though a neighboring tree fell onto her property so there are private actions that she can take. Unfortunately, the law puts a significant obligation on the property owner to undertake things such as surveying the property, cost of cleanup and such but there are mechanisms that you can try privately to recoup those costs. In general, from a public and private line, you are responsible for the things that happen within the perimeter of your property.

Mayor Harvey said he was also going to refer to Ms. Church because when we had the public hearing earlier for CDBG, this is something we can also discuss for the 2024 fiscal year if there is an emergency fund to assist. It is a very costly endeavor when a tree falls onto someone's property and damages it and or the vehicle. He added that he empathizes because he went through a similar circumstance a few years ago.

Alexandra Church, Director of Planning & Development said there were other comments about emergency home repair programs and we do fund emergency home repairs. She doesn't know the scope of this particular situation but if they want to reach out to her office they can see if the repairs necessary to the house would threaten her ability to remain in the house but she would need more details.

Mayor Harvey asked for Ms. Dunham's contact information and he will reach out to her.

Jason Angel, Co-Director of the Ecological Citizens Project said they have been partnering with the City of Newburgh on the Crystal Lake space that became a sanctuary and they hold the license agreement as the non-profit but it has been run by a community of Newburgh residents. He thanked the City for the foresight in taking ownership of Crystal Lake and for working to make that space available to the public. So far as an organization they have raised over one hundred thousand dollars in charitable donations that have gone into that space to provide paid job opportunities for Newburgh youth to learn farming and nature-based skills as well as to pay Farmers to distribute free food to food insecure community members in Newburgh. He is a member of one of twenty-two organizations that support the Newburgh Wants a Park Campaign, and they recently took an effort to get community input and feedback on Crystal Lake and its future. They are requesting that

they be invited to an October meeting to share that community feedback and input they gathered including mailing over twenty-five hundred mailers to households within a fifteen-minute walk in Ward 3. They also knocked on three hundred doors and nine hundred people have signed a Petition to protect Crystal Lake as a Park and two hundred and fifty Newburgh residents have provided feedback that they would love to share with the Council. This Council is sitting in a place where they have the power to decide and turn that into a one hundred and ten acre Park and Preserve which would more than double Newburgh's green space.

Kate Clark, Third Street said she worked at the Newburgh City School District and many times went on field trips to places like Lawrence Farms, Storm King and Black Rock and seeing these kids outside getting their hands dirty was life changing for them. Some of these kids have never left the City of Newburgh so having Crystal Lake dedicated as a Park is essential but we need to work on transportation.

Santiago, 130 Third Street in Ward 3 said he could walk home from here and point out two to three places that are dumps which could be turned into homes for people to live. It confuses him why they would turn away from that and look at Crystal Lake which is a stable place providing healthy air and stability for people who are living in a City so they can go to a Park and do something natural.

A City of Newburgh Resident, 185 Grand Street said she is a teacher here and she supports Crystal Lake because we need more green space for everyone in the City of Newburgh. Newburgh has green spaces and we need to protect them.

John Clark, Third Street said he supports We Need a Park but also the things that connect with that. We are in an ecosystem that is full of interdependencies so there are things like code changes we could make to enforce the tree initiatives we have been doing to help reduce the heat sink affect. There are access issues all around the Park that need to be considered and although we may not have a Budget for everything we want to do, leadership has the ability to set a vision and a plan. Our water is polluted and it's not just from the Base because our residents pollute and our neighbors in bordering municipalities have no concern over what happens to our watershed, so we need to protect it as a system. He encouraged the Council to think bigger and take action where they can.

Andre Niles, 258 Liberty Street asked if there is an update on the Housing Vacancy Study and he noted that he supports the We Need a Park Campaign for Crystal Lake.

Daniel Atona, For the Many said he understands that the City wants to take their time to finalize the Housing Vacancy Study and triple check their work so they can defend their methodology in Court if needed. We also need to balance the fact that there is an ongoing housing crisis with tenants struggling to pay rent and people are being evicted so please complete the Vacancy Study, release the results and appoint a Rent Guidelines Board as soon as possible. That Board will be able to freeze or possibly reduce rents in buildings with six or more units built before 1974. Please schedule a public hearing on the Homes Are Not Hotels as it's been over a year since For the Many began talking about this and there are over one hundred Airbnb vacation rentals in Newburgh. Just like Kingston, Newburgh could pass a law limiting short-term rentals to one percent of the housing units to ensure that ninety-nine percent of those units can be available for long-term renters and home buyers. For the Many fully supports the Newburgh Wants a Park Campaign at

Crystal Lake because everyone at every age needs time in nature. He added that he is against the proposal to bring back the SWAT Team. We already have the Orange County Sheriff's Office, New York State Police and the FBI Task Force which have their own SWAT Teams so if policing was going to solve all of our problems it would have happened already. It would be a huge waste to spend a hundred and ten thousand dollars in public funds for equipment and a specialized vehicle also known as a Tank. This SWAT Team will use battering rams, flash bang grenades and no-knock raids which are tools that escalate rather than de-escalate. SWAT Teams turn safe situations into dangerous situations and turn dangerous situations into even more dangerous situations because when all you have is a hammer, everything looks like a nail so don't give our Police Department another hammer to beat Newburgh residents with.

Peter Fraise, 29 Courtney Avenue echoed some of what the previous speakers said. He urged the Council to move as quickly as possible on releasing the Vacancy Survey and to move forward with a Rent Guidelines Board to bring much needed regulations and protection to renters in Newburgh. He believes that housing is a human right and that right has to take precedence over the privilege of landlords to maximize their profits. He believes that people in Newburgh are being deprived of that human right because rents are too high, and evictions are happening. He owns his home but this is important to him as well because for his home to be a good home it needs to be a place where everyone has access to stable housing. To create a community where people can stay in their homes and build the kind of community we all want to live in. To him that will produce real public safety and quality of life in the City of Newburgh. He also opposes investing more money in policing, particularly a SWAT Team which is the kind of militarized policing we do not need. He thinks the presence of a SWAT Team will at best be an occasion for more toys and overtime that we do not need and at worst could lead to tragic situations when force is deployed. He doesn't want to see that here in Newburgh so please reject this plan and put those funds towards other projects to improve the quality of life here.

Steven, 190 Broadway, thanked DPW for the road paving and encouraged the Mayor to release the Housing Vacancy Study as well as declare a housing emergency. We still have a housing crisis and it is increasingly difficult for people to afford their rent increases so a housing declaration combined with the Rent Guidelines Board would go a long way to insuring that housing is affordable in this City. He is also against the SWAT Team because the problems we have such as poverty, homelessness and drugs will not be solved by a SWAT Team. We should dedicate our limited resources to issues that threaten livelihoods and the lives of our residents.

Tamar, 193 Grand Street said she has lived here since 2020 and she and her wife work four jobs between them to pay the rent. If their rents were to rise, they would not be able to afford to live here and they like the community here so she encouraged the Council to release the Study and declare a housing emergency. We are also in a climate emergency and some things we can do to cool cities down is to plant trees and paint roofs white. Two very simple solutions she thinks we could implement here in the City of Newburgh. She agrees that the climate emergency and housing emergency are interlocked so one shouldn't be pitted against the other. In addition, she is against having a SWAT Team in the City because there is no good that comes from having military and military equipment in the street. We should use our money for the things that people need such as housing, clean air, clean water, clean food and transportation.

Michelle Basch, City of Newburgh believes everyone should have a safe place to live, education and health care. You can't freeze rents if you don't freeze taxes because the landlords raise the rents because their costs go up. She believes the City needs to cross their T's and dot their I's on the rental spaces and vacancies so it might take a little longer but it needs to be done correctly. The Park is a great thing for the City but there needs to be transportation for all to get there. If we can clean up our streets, get them lit and put money into more street cops walking the beat then those would be good investments. A SWAT Team is not the right thing.

Betty Bastidas, City of Newburgh said that the Sanctuary Healing Garden is the partner organization to the Newburgh Wants a Park Campaign along with twenty-two other organizations. She is here to express her support for a Park designation at Crystal Lake because Parks are integral to healthy communities. As we revitalize our City, it's important to center decisions on uplifting our city and our residents, increasing our quality of life and creating opportunities to connect to nature and all the benefits that it bring us. According to the American Planning Association, they recommend that 12% of city land be Park land and Newburgh's percentage is 2.8% so we have to do right by Crystal Lake. She urged the Council to do the moral thing and preserve our natural assets because they bring so much beauty to the City and give us a better quality of life. This year at Crystal Lake we have had water cleanups, community dinners, harvest days and we are going to have a health and wellness day on October 14th which everyone is invited to. It's important to expand and create more opportunities for the youth to engage with nature.

A City of Newburgh resident said she is an immigrant here and she loves this city because it is closest to her homeland in Brazil. She is here tonight to urge the protection of Crystal Lake because she loves to create events where people can connect cultures and where she lived in Brazil there was little green space.

Mayor Harvey said that public safety is our number one priority, and he believes that the majority of the City Council wants to dedicate Crystal Lake as an official Park so he asked Mr. Morris if he has any recommendations in terms of an environmental study and next steps. He brought a copy of the survey and sketches of housing to show they are working behind the scenes so is there a need for an environmental study after we've done the survey and what recommendations does he have so we don't create legal liability by designating Crystal Lake as a Park.

Jeremy Kaufman, Assistant Corporation Counsel responded that this is a legal process, and it involves applications to New York State. There first has to be land demarcated for a public Park and if the Council would like further information or an outline of the steps required, they will be happy to provide that and make a summary sheet. It's an application process by a local municipality to the State for that purpose.

Jason Morris added that Corporation Counsel outlined the process well and from the survey perspective there are eleven parcels, approximately a hundred and eight acres of land there and much of that area is steep slopes and wetlands. Those are the things he thinks would be valuable in the designation of Park land but ultimately, it's at the discretion of the Council.

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

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

Councilmember Grice thanked everyone for coming and said if he was dismissive of someone in their comments and tried to correct, he apologizes. When it comes to our housing crisis, For the Many knows that he pushed for Good Cause, short-term rental, the Emergency Tenant Protection Act and the Vacancy Study because we are in a severe housing crisis. When it comes to Crystal Lake, he has worked closely with them and we are doing the study because we want some part of it to be a Park. His position is that if all of it is wetlands and none of it is developable, then let's make it a Park for people to enjoy. His other concern is that if there is a small portion where we could build some houses then we should be looking at that too but not on the Lake, wetlands or trail. Someone mentioned that we are a broke City which we aren't because now we are doing better management so please, when talking about the City of Newburgh be mindful of that.

Councilmember Martinez said she supports the Newburgh Wants a Park Campaign and preserving our green lands because we need more. On the ETPA Vacancy Study and Airbnb, she is completely on board because it's true that it's been about a year since it was requested so we will be releasing those results as soon as they are available. She thanked Ms. Holmes for her Somos questions, and she has seen some questions online. The Conference is something that we have funds set aside for Council members who want to go to get better personal development and education. There was a time when Officials at the State and Federal levels didn't want to give us funding and our city was mismanaged so she understands the mistrust when it comes to funding, however, the Somos Conference is just an opportunity for us to grow and see what other cities are doing and what we can bring back to our City to make it better. She was at a conference recently with Local Progress and got a scholarship from them to be able to go and talk with people in St. Louis on what programs they are using to uplift their city from poverty. It's a great resource and she has been advocating for other boards and committees to also receive funding for education especially our Police Community Relations and Review Board because we are all trying to make our City better and we learn as we go.

Councilmember Monteverde appreciates everyone coming out and speaking about protecting Crystal Lake and designating it as Park land because it's incredible that we have this great opportunity to do that. We have beautiful trees and trails there now but walking through there back in 2016 and 2017 it was a mess with abandoned cars, garbage and appliances but look at it today. Everyone who has worked on that Park helped to bring it back and created a sanctuary so we are lucky to have a place like that. She knows it's not easy to get to because it's a little outside the City but she is ready to vote to protect it and designate it as Park land. Yes, we are in a housing crisis and she thanked For the Many for continuing to come out and advocate for housing. She knows they have been patiently waiting for the Vacancy Study, but we want to make sure we have all of the data in our hands, so we make the right decisions moving forward. She noted that it's Hispanic Heritage Month so there are going to be some great events and concerts planned. Lastly, the replacement of the lead lines in the Heights is fantastic and a game changer because we are drinking clean water. To Ms. Hill she said that some of the seniors who can't afford to

make repairs, there is the RECAP Weatherization Program that will replace your windows if you are eligible.

Councilmember Sklarz thanked everyone for coming out tonight and he applauded all the volunteers, young and old, who have transformed Crystal Lake into the beautiful sanctuary that it is becoming. This area should be designated as a Park and he strongly supports that because this is a generational change for the people who come after us. Green spaces are needed, and we have the opportunity to set something up for the future. He doesn't think we need to spend more money on studies because the area around the shoreline at Crystal Lake could easily be used as a walking path but because of the terrain, slope and wetlands it does not appear to be an area that could be developed. Crystal Lake was a residential area in the past and there have been some foundations for shacks or an icehouse but it's his guess that the most significant residences at Crystal Lake were used by Native Americans for hunting and fishing. The area from the cemetery to the Lake is ideal for a Park and if there is a desire to preserve land beyond that general footprint, then maybe a study would be appropriate. He again applauded and thanked all of the volunteers for all of their efforts, and he looks forward to the presentation of the study that they did at a future Council meeting. It's milling and paving season on the west end and about a month ago the Water Department staff worked around the clock on Thompson Street checking for lead lines and replacing valves which is done on every street prior to paving. DPW was out at dawn this morning in the pouring rain to begin paving so he thanked DPW for all of their efforts.

Councilmember Sofokles said it's great to be back. She and Regina Angelo started the Downing Park Planning Committee back in 1985 and you can all see what the Park looks like today, so she has the same hope for Crystal Lake. She knows how it is to volunteer and she is happy that Crystal Lake is going to be renovated as her parents would have been happy to see that. She remembers all the naysayers when they started the Downing Park Planning Committee, but we didn't have the support from the City like they do today. There is always a lot going on in the Park but it's a passive Park where you can go to be peaceful and just enjoy the greenery. You wouldn't believe the amount of trash they took out of the Polly and the Shelter House was boarded up so they didn't know if they could do it but with a strong group of people, we got it done. She respects everyone working on Crystal Lake because she has been there and is still there. It's a special place so she thanked them all very much.

Councilmember Shakur said in regard to Crystal Lake that two of his grandmothers were Native Americans so people need the spirituality, and we definitely need more free space for our young people to connect with nature. We could do a lot of things, like someone commented, besides have a SWAT Team. He thinks we needed one five or six weeks ago but that was the first time in about five or six years so it might be another five or six years before we need a SWAT Team again. In the meantime, put more Police on patrol and more things into the community. Poverty creates crime so let's attack poverty instead of talking about a SWAT Team that's just going to sit around for three years doing nothing. When you put more Police on patrol you most likely won't need a SWAT Team because you will have a Police force that knows the community and the City. On CDBG, we had two people comment on it but that is one of the most important things going forward in our City because that's money that develops our community. We need to make sure that we get the word out and that more people speak at these hearings.

Mayor Harvey said that he is one hundred percent behind Crystal Lake being designated as a Park. As the Mayor, he will never put the City in legal liability and will always maintain that public safety is our number one priority. We will always go through the protocols and procedures that we need to do to protect everyone and the interests of City government so that we don't get sued. Same with an emergency declaration, he consulted with our City Attorney to see if he could put a vote on the floor but was advised that we can't do that because of legal liability. The Mayor and Councilmembers do not do the Vacancy Study, it's with our Planning Department and legal team so we are waiting just like the public. As soon as we get it, we will share it. On Somos, he attended the Conference in Albany with the City Manager and Chief of Staff, and it was an amazing experience. The Governor, Attorney General for the State of New York, the Lieutenant Governor and Speakers for the Assembly and the Senate were all at that Conference. When we talk about the twenty-two million dollars that we got from the American Rescue Act and the seven million dollars we put towards the fourteen-million-dollar swimming pool, a lot of these things come from lobbying as elected officials because we don't pay lobbyists to lobby for the City of Newburgh. Being that it's Hispanic Heritage Month, Somos is a not-for-profit, non-partisan, 501c-3 organization that unites the Latino community and raises awareness, advocates and elevates the social consciousness on public policy in collaboration with the New York State Assembly and the New York State Senate, Puerto Rico and the Hispanic Task Force to insure the upper mobility of the Latino youth for educational empowerment, mentoring, programs and scholarships. In addition, the super objective is strengthening and supporting communities not only in Newburgh but in Puerto Rico in the aftermath of the devastating Hurricanes and the failing infrastructure of Puerto Rico to continue on a monumental effort to rebuild, restabilize and strengthen the Island. During the Conference the primary goal is to celebrate unity, harness the power of collective action and explore social and corporate responsibility, economic development, sustainability and culture. This will be the first time that the City will embark on this endeavor and with an A2 rating from Moody's and with stabilizing our finances the City now has an opportunity to do so because we are turning the City of Newburgh into a world class City. We have to think globally and we have to be in those rooms if we are going to continue to bring financial resources to the City of Newburgh. It was only twelve thousand dollars that had to be voted on and reappropriated into our Conference Budget because there was so much interest and everyone had the opportunity to attend. His wife is not attending but he can't speak for anyone else. He will be going alone because as the Mayor of this City he believes that we have to be in those conversations and in those rooms to get the financial resources that we need for Crystal Lake, Consolidated Iron and the development of the City. One hundred twenty million dollars of infrastructure upgrades is going on right now because of the lobbying of the City Council and the Executive team. Lastly, he was in Washington D.C. lobbying for financial support from the Department of Justice to fight the gun violence and when Leticia James delivered 7.6 million dollars to our Cornerstone Drug Treatment Center, that was because of the lobbying. When we got millions of dollars a few months ago from the Department of Criminal Justice Services it was because a year and a half ago there was a Conference with all of the stakeholders and five Mayors met with the Commissioner of the DCJS and that money went to five not-for-profit entities in the City of Newburgh. That's the kind of lobbying we have to do.

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

CITY MANAGER'S REPORT

Resolution No. 188 - 2023 - Contract Amendment No. 1 with Inframark - Operation & Maintenance of Vac-Con Dewatering Facility

Councilman Sklarz moved and Giselle Martinez seconded.

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

Adopted

Resolution No. 189 - 2023 - Browns Pond Pump Station Permanent Generator Change Order No. 1

Councilman Shakur moved and Councilman Sklarz seconded.

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

Adopted

Resolution No. 190 - 2023 - Change Order No. 9G with TAM Enterprises

Councilman Grice moved and Councilwoman Sofokles seconded.

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

Adopted

Resolution No. 191 - 2023 - PIN No. 8761.57 Lake Street (Route 32) Bridge Rehabilitation Change Order No. 9 McNamee Construction

Councilman Sklarz moved and Councilman Grice seconded.

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

Adopted

Resolution No. 192 - 2023 - 142 North Miller Street - Release of Restrictive Covenants

Councilman Grice moved and Councilwoman Sofokles seconded.

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

Adopted

Resolution No. 193 - 2023 - 189 North Miller Street - Partial Release of Restrictive Covenants

Councilman Sklarz moved and Councilman Grice seconded.

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

Adopted

Resolution No. 194 - 2023 - 22 Bay View Terrace - Partial Release of Restrictive Covenants

Councilwoman Monteverde moved and Councilwoman Sofokles seconded.

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

Adopted

Resolution No. 195 - 2023 - License Agreement with Black Rock Forest Consortium, Inc to Allow Use and Access of up to Seven City-Owned Property Sites for Wildlife Observation

Councilwoman Sofokles moved and Councilman Shakur seconded.

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

Adopted

Resolution No. 196 - 2023 - License Agreement with Newburgh Community Land Bank - Access to 41 & 43 Lander Street

Councilwoman Monteverde moved and Councilman Grice seconded.

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

Adopted

Resolution No. 197 - 2023 - 39 and 41 Lander Street - Boundary Line Agreement with the Holy Deliverance Apostolic Faith Temple, Inc.

Councilwoman Monteverde moved and Councilwoman Sofokles seconded.

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

Adopted

Resolution No. 198 - 2023 - INMAR-Medication Collection Kiosk

Councilwoman Sofokles moved and Councilman Grice seconded.

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

Adopted

Resolution No. 199 - 2023 - Handle with Care MOU

Councilman Sklarz moved and Councilwoman Sofokles seconded.

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

Adopted

Resolution No. 200 - 2023 - Arts and Cultural Commission Appointments

Councilman Grice moved and Councilwoman Sofokles seconded.

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

Adopted

Resolution No. 201 - 2023 - Human Rights Commission Appointments

Councilwoman Sofokles moved and Councilman Grice seconded.

Ayes: Grice, Martinez, Monteverde, Sklarz, Sofokles, Harvey - 6

Nays: Shakur-1

Adopted

Resolution No. 202 - 2023 - Transportation Advisory Committee Appointments

Councilman Grice moved and Councilman Sklarz seconded.

Ayes: Grice, Martinez, Monteverde, Sklarz, Sofokles, Harvey - 6

Nays: Shakur-1

Adopted

Local Law No. E - 2023 - Local Law enacting Exemption for Disabled Persons with Limited Income

Councilwoman Monteverde moved and Giselle Martinez seconded.

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

Adopted

NEW BUSINESS

Councilmember Grice asked for a Stop Sign at the corner of Sherman and Pleasant because there is a blind spot there and a lot of children are playing there. He believes in our Communication Policy but feels it needs to be examined as one thing he pushed for when this was first looked into was to have our own in-house communication strategist to work with community members and go out to these events to take pictures and get information out. In addition to that we need to look at our internal policies on communication because a lot of times we have things going on and people are misinformed so we want everyone to be on the same page.

Councilmember Monteverde asked if we could get clarification on when we can put the Crystal Lake designation on the agenda before the end of the year. She also asked for an update on the DRI.

Michael Neppl, Chief of Staff, said that the application is due on Friday and the Planning and Development Department has put in a lot of work on this year's application so it's looking very good.

Councilmember Martinez said she believes that the Sanctuary Garden at Crystal Lake Park has requested to be put on the October Agenda for a presentation and she would very much like to hear them out.

Michael Neppl, Chief of Staff said that they have been scheduled for December 7th. That was the first date available as we already have two presentations scheduled for the October 17th meeting and on the October 10th meeting, we will have a presentation from the Comptroller's Office and the City Manager will be presenting the Budget. October and November are pretty full so December 7th was the first date available which is the date they were given.

Councilmember Shakur said that he was forced to vote on a person he didn't know, which is why he voted "No" on resolution #202-2023. He knows Gabrielle Hill, but he doesn't know Jacob Jordan and he's not going to vote to put anyone on a committee if he doesn't know them or hasn't met them. He would like to meet these people before voting for them.

Mayor Harvey said we are going to create a process moving forward for commissions and boards to have interviews and meet them before we vote. He spoke with community members about some of the restaurants that recently closed, and it was noted that we don't have letter grades to show that this might be a great restaurant to visit. We need to start a conversation with the County and the Department of Health after they give food businesses their licenses to find out what inspections happen after that and is there a letter grading.

Michael Neppl, Chief of Staff said that taste and cleanliness are subjective metrics and the County Department of Health conducts inspections on a schedule laid out in law where they issue those letter grades based on those metrics.

Mayor Harvey added that other municipalities have street banners of local veterans who served in the military, and it would be wonderful to have these banners acknowledging our heroes on our major corridors.

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

OLD BUSINESS

Councilmember Sklars asked for an update on where we are with the City Club Properties, the Grand Street properties and the Kearney Group properties.

Councilmember Grice said he asked about a month ago for a report from our Codes Department detailing the professional development they were receiving and also for a list of our top thirty code violators.

Michael Neppl, Chief of Staff said that they have some limitations about how we retrieve that data from our software platform, and we are trying to work through that.

Mayor Harvey said he would like updates from the public relations firm that we put in the Budget. He received some phone calls about the brochure for the City of Newburgh which was last updated in 2014 so we would like to get that updated. There was also a recommendation for the Council to work with the Executive team on a monthly calendar to inform the residents of things that are happening here in the City.

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

FURTHER COMMENTS FROM THE COUNCIL

Councilmember Grice said a comment was made about our taxes and we have kept them low. Our tax increase was less than two percent and this year we plan the same so when we are talking about rent increases, we are talking about more than just our taxes as there are other costs that go along with that. He drove down Lander Street a week or so ago and there were five properties for sale, but he drove down today and it looked like there were only two left so it's important that everyone, especially African-Americans who were displaced during urban renewal, have an opportunity for those properties. Please reach out and do whatever you can to look at those properties because at this rate there will not be any properties left on Lander Street. Now is the time to be buying property in the City of Newburgh before there won't be any left so he urged everyone, especially our African-American and Latino populations, to please buy houses and buy them now.

Councilmember Martinez thanked everyone who stayed to listen to their final comments. On the SWAT Team issue, she has always been a firm believer that our City is not broken because we are a very resilient city considering the amount of resources we have and the amount of mismanagement from previous administrations. What will lower our crime rate is providing stable accessibility to housing, providing job opportunities with transportation and providing youth programs so this Council has been working very hard to make all of that happen. We have big expectations on our Police Department and she believes in putting resources in to places where people can use it for housing and other issues to have their basic needs met which would reduce that pressure from our Police Department and would also reduce that need to have a SWAT Team. She encouraged everyone to come to our Budget sessions which are just the requests that our departments, committees and

boards give us and that is something our current City Manager is working on very diligently right now. On the small business Grants, she and some of the other Councilmembers went to their Wards and visited Black and Brown businesses to give them information on the Grants. She saw some comments about people being upset because some businesses received Grants and others didn't, but we did what we could to get the word out.

Councilmember Monteverde agreed with Councilmember Martinez because they all hit the pavement and walked the streets in their Wards and tried to get to the businesses and small shops to let them know about the Grant application. People seemed to be very interested and excited, but we can't get the word out to everybody, and you must make it your business to get informed as well. There are some really good and great opportunities going on in the City of Newburgh so please get informed. What good does it do to get on social media and criticize the Council because you kind of missed the boat. It's not on us to lead you to water so you have to make it your business to find out what's going on.

Councilmember Shakur thanked everyone for coming out and welcomed Patty back. He wished everyone a good night.

Councilmember Sklarz thanked everyone for coming out tonight and said he is thankful for the return of his partner in crime. He welcomed Patty back and wished everyone a good night.

Councilmember Sofolkes said she is glad to be back, and she took in a lot tonight. It was nice to see everyone.

Mayor Harvey wanted to note a few important data points: A hundred and twenty million dollars of infrastructure upgrades are happening. He commended Mr. Morris, the Water Department, Engineer's Department, DPW and everyone involved because there are over a hundred and twenty million dollars' worth of infrastructure upgrades happening that were funded by human relationships that were built over time with our elected officials at the State and Federal levels. We are talking about fifty-four million tons of untreated sewage that was dumped into the Hudson River every year and now it's a beautiful estuary where there is fresh water meeting with salt water. There is a water sewer separation project that's ongoing, which is part of the Master Control Plan DEC Consent Order. There is twenty-two million dollars, which was the highest award in the Mid-Hudson Valley, that came to the City of Newburgh from the American Rescue Act during COVID. Then there is twenty to thirty million from the Bi-Partisan Joe Biden Bill which was a 1.2 trillion-dollar Federal Bill that came to the City of Newburgh. State Attorney General, Leticia James, who has visited this City three times, returned with seven million six hundred eighteen thousand four hundred and twenty-four dollars and eighty-four cents that went to the Cornerstone Drug Treatment Center. Two million dollars for the lead line replacement where over two hundred private homes have already received free lead line replacements for their water service lines by our Water Department. Four million dollars for the Anti-Gun Violence Program for the community that was awarded to only five cities in New York State and the City of Newburgh was one of them and that money went to five organizations here in the City. When we talk about the housing crisis and RUPCO, there are twenty-two buildings that are all filled with over a hundred units on Lander Street and Dubois Street. We worked on that project with RUPCO and their partners for seven years to get those twenty-two buildings up and going. The City Council and the

Government is working so we have to be in those rooms for those conversations.

ADJOURNMENT

There being no further business to come before the Council the meeting adjourned at 9:30 p.m.

**LORENE VITEK
CITY CLERK**

RESOLUTION NO.: 188 - 2023

OF

SEPTEMBER 25, 2023

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
AMENDMENT NO. 1 TO THE WASTEWATER TREATMENT PLANT OPERATION
AND MAINTENANCE AGREEMENT WITH INFRAMARK, LLC
FOR THE VAC-CON DEWATERING FACILITY

WHEREAS, the City of Newburgh owns and operates a waste water treatment plant ("WWTP") on behalf of the citizens of the City of Newburgh under and according to the laws, rules and regulations including permit conditions of all federal, state and other agencies and authorities with jurisdiction thereover; and

WHEREAS, by Resolution No. 322-2018 of November 13, 2018, the City Council approved the Wastewater Treatment Plant Operation and Maintenance Agreement between the City of Newburgh and Inframark, LLC; and

WHEREAS, the City of Newburgh proposes to retain Inframark, LLC to operate and maintain the newly constructed Vacuum Truck Unloading Facility at the WWTP (the "Vac-Con Dewatering Facility") and; and

WHEREAS, the City and Inframark, LLC have reached Agreement to add the operation, maintenance and management of the Vac-Con Dewatering Facility as Amendment No. 1 to the Wastewater Treatment Plant Operation and Maintenance Agreement; the same being in the best interests of the City of Newburgh;

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute on behalf of the City of Newburgh Amendment No. 1 to the Wastewater Treatment Plant Operation and Maintenance Agreement between the City of Newburgh and Inframark, LLC.

**FIRST AMENDMENT TO THE WASTEWATER TREATMENT PLANT
OPERATION AND MAINTENANCE AGREEMENT BETWEEN
INFRAMARK, LLC AND
THE CITY OF NEWBURGH, NEW YORK DATED JANUARY 1, 2019**

THIS FIRST AMENDMENT is effective on _____, 2023 ("Effective Date") by and between the City of Newburgh, New York (hereinafter referred to as the "Client") and Inframark, LLC (hereinafter referred to as the "Operator") for the purpose of adding additional services to the Agreement as hereinafter set forth:

WITNESSETH THAT:

WHEREAS, on January 1, 2019, the Client and Operator entered into an agreement for the operation and maintenance of the Client's wastewater treatment plant (hereinafter referred to as the "Agreement"); and

WHEREAS, the Parties desire to execute this First Amendment to add additional services to the Agreement.

1. The following shall be added to the Agreement as Section 2.9:

2.9. Operator shall perform the following services related to the recently constructed vacuum truck unloading facility located to the north side of the Facilities, as defined in the Agreement, and adjacent to the Facilities' generator (hereinafter referred to as the "Vac-Con Dewatering Facility")

2.9.1. Maintain the entire Vac-Con Facility including the concrete turn-around pad, ramped de-watering pad, mixed media filter, storage bin areas, dumpster areas and pump station (invoiced in accordance with Section 4.9.2);

2.9.2. Maintain de-watering pad by using the Client's loader to collect dewatered debris from the de-watering pad at the Vac-Con Dewatering Facility and transport the debris to the dumpsters. Regular wash-downs of said de-watering pad and walls shall be performed by Operator as necessary to maintain the Vac-Con Dewatering Facility in a neat and orderly manner. Wash-down water shall be provided by the on-site yard hydrants (invoiced in accordance with Section 4.9.2);

2.9.3. Maintain the mixed media filter by removing and replacing mulch as necessary to maintain proper dewatering operation of the Vac-Con Dewatering Facility. Mulch shall be removed and replaced by utilizing the Client's loader (invoiced in accordance with Section 4.9.2);

2.9.4. Maintain the mixed media filter by removing and replacing sand and/or stone media as necessary to maintain proper dewatering of

the facility. Sand and/or stone media shall be removed by utilizing either: (1) the Client's vac-con truck, or (2) a contractor's vac-con truck, at the Client's discretion and cost (invoiced in accordance with Section 4.9.2);

- 2.9.5. Maintain the de-watering pump station (submersible pumps, floats, check valves, etc.) at the Vac-Con Dewatering Facility. Regular wash-down of the pump station shall be performed through the use of the on-site yard hydrants as necessary to maintain the facility in a neat and orderly manner (invoiced in accordance with Section 4.9.2);
- 2.9.6. Monitor the telemetry for the Vac-Con Dewatering Facility's pump station through the SensaPhone system with access privileges provided to Operator by the Client. Operator shall make Client aware of any issues as soon as reasonably possible after discovery (included under the administration fee invoicing as per Section 4.9.1);
- 2.9.7. Maintain the Client's loader by greasing the loader per the manufacturer recommendations and schedule servicing as recommended by the manufacturer. Operator shall accommodate servicing by either driving the loader to the Client's Department of Public Works or shall accommodate transport by a method provided for by the Client. Operator shall check all fluids regularly and shall fuel the loader utilizing the Client's fuel supply whenever the fuel tank decreases below $\frac{1}{4}$ tank (invoiced in accordance with Section 4.9.2);
- 2.9.8. Schedule removal and facilitate disposal of grit and debris (screenings) collected in the Vac-Con Dewatering Facility's dumpsters. Third party disposal fees shall be billed directly to, and paid for, by the Client. Operator to review monthly third-party disposal invoicing to confirm disposal dates and approximate quantities to the Client. Any review comments or approval of invoicing shall be provided to Client within 10 days of receipt of disposal information (included under the administration fee invoicing as per Section 4.9.1);
- 2.9.9. Schedule deliveries of mulch and sand for placement in the storage bin area. Bulk materials shall be billed to and paid for by the Client directly (included under the administration fee invoicing as per Section 4.9.1);

2.9.10. Utilize the Client's loader to push bulk materials into the bins in order to maintain the Vac-Con Dewatering Facility in a neat and orderly manner (invoiced in accordance with Section 4.9.2); and

2.9.11. Turn-around pad area shall be swept clean by utilizing the Client's loader and power-broom attachment as necessary to maintain the area in a neat and orderly manner (invoiced in accordance with Section 4.9.2).

2. The following shall be added to the Agreement as Section 4.9:

4.9. For the services set forth in Section 2.9 of this Agreement, the Client shall pay the Operator as follows:

4.9.1. An annual administrative fee of \$8,400.00, which shall be payable in equal monthly installments of \$700.00 commencing upon receipt by the Effective Date of the First Amendment. This administrative fee shall be invoiced on the first of the month during which the services set forth in Section 2.9 will be rendered, and paid by the Client within 30 days of receipt of the invoice.

4.9.2. \$149.00 per hour for performing the services set forth in Section 2.9. Operator shall invoice the Client by the 10th day following the end of each month in which the services set forth in Section 2.9 are rendered. Client shall make payment within thirty (30) days of the date of receipt of a complete invoice inclusive of legible copies of all original signed certified payrolls, as applicable, and OSHA compliance cards for all invoices related to labor performed by the Operator. Invoicing shall also include a detailed description of the labor performed along with the dates, times and locations of the described work. Any disputes regarding said invoices or supporting information shall be raised, in writing via email, and described in sufficient detail outlining the nature of the dispute and/or the specific missing supporting information, within ten (10) of the receipt date of said invoice. Operator shall make every effort to supply requested information to Client to facilitate prompt payment.

4.9.3. The annual administrative fee in Section 4.9.1 and hourly rate in Section 4.9.2 shall be included in the "Fees" set forth in Section 4.2 and Section 4 of Schedule 3 of this Agreement and shall be increased on each Adjustment Date as set forth in Section 4 of Schedule 3.

3. The following shall be added to the Agreement as Section 5 of Schedule 3:

5) Compensation for the Services set forth in Section 2.9

For the services set forth in Section 2.9 of this Agreement, the Client shall pay Operator an annual administrative fee of \$8,400.00, which shall be payable in equal monthly installments of \$700.00 commencing upon the Effective Date of the First Amendment. This administrative fee shall be invoiced on the first of the month during which the services set forth in Section 2.9 will be rendered, and paid by the Client within 30 days of receipt of the invoice.

For the services set forth in Section 2.9 of this Agreement, the Client shall pay Operator \$149.00 per hour for performing the services set forth in Section 2.9. Operator shall invoice the Client by the 10th day following the end of each month in which the services set forth in Section 2.9 are rendered. Client shall make payment within thirty (30) days of the date of receipt of a complete invoice inclusive of legible copies of all original signed certified payrolls, as applicable, and OSHA compliance cards for all invoices related to labor performed by the Operator. Invoicing shall also include a detailed description of the labor performed along with the dates, times and locations of the described work. Any disputes regarding said invoices or supporting information shall be raised, in writing via email, and described in sufficient detail outlining the nature of the dispute and/or the specific missing supporting information, within ten (10) of the receipt date of said invoice. Operator shall make every effort to supply requested information to Client to facilitate prompt payment.

4. All other terms and provisions of the Agreement remain in full force and effect to the extent that they do not conflict with this First Amendment. In the event of any conflict between the provisions of this First Amendment and the provisions of the Agreement, the provisions in this First Amendment will control.
5. The First Amendment is binding upon the parties hereto and their respective legal representatives, successors, and assigns.
6. The Client reserves all rights to operate and maintain the Vac-Con Dewatering Facility and related equipment with its own employees as necessary during weekends and evening hours when the Operator does not have staff available and during Emergency Events. Operator shall provide Client with copies of all keys or key codes for any locked facilities or equipment.

IN WITNESS WHEREOF the parties have made and duly executed this First
Amendment this the _____ day of _____, 2023.

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

Operator:
Inframark, LLC

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

RESOLUTION NO.: 189 - 2023

OF

SEPTEMBER 25, 2023

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
CHANGE ORDER NO. 1 TO THE POWER WITH PRESTIGE, INC.
CONSTRUCTION CONTRACT IN THE
BROWNS POND PUMP STATION PERMANENT GENERATOR PROJECT

WHEREAS, by Resolution No. 98-2022 of April 25, 2022, the City Council of the City of Newburgh awarded a bid for the construction of the permanent generator at the Browns Pond Pump Station to Power With Prestige, Inc. in the amount of \$384,000.00; and

WHEREAS, additional electric work added \$3,915.00 to the contract price and an extension of the contract times for substantial completion to August 10, 2023 and final completion to October 31, 2023 requiring a change order to the construction contract; and

WHEREAS, funding for the additional work to be derived from HF1.8397.0200.0000.0000 - ARPA-Browns Pond Pump Station Permanent Generator Project; and

WHEREAS, the City Council finds that approving Change Order No. 1 to the Power With Prestige, Inc. construction contract is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he hereby is authorized to execute Change Order No. 1 with Power With Prestige, Inc. for contract increase in the amount of \$3,915.00 for a new contract price of \$387,915.00 and an extension of the contract times for substantial completion to August 10, 2023 and final completion to October 31, 2023 in the Browns Pond Pump Station Permanent Generator Project.

CHANGE ORDER NO.: 1

Owner: City of Newburgh
Engineer: Arcadis of New York, Inc.
Contractor: Power With Prestige, Inc.
Project: Browns Pond Pump Station Permanent Generator
Contract Name: General
Date Issued: September 12, 2023
Owner's Project No.: 2.22
Engineer's Project No.: 30174135
Contractor's Project No.: -
Effective Date of Change Order: July 28, 2023

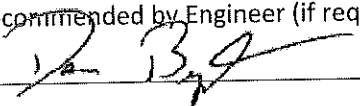
The Contract is modified as follows upon execution of this Change Order:

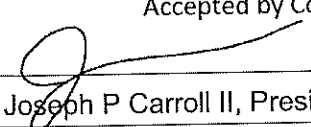
Description:

Change the Date to achieve Substantial Completion to August 10, 2023 and the Date to achieve Final Completion to October 31, 2023 to account for equipment delivery delays out of the Contractor's control. Adjust conduit, cable, and fittings to account for field conditions.

Attachments:**Proposed Change Order No. 2.**

Change in Contract Price		Change in Contract Times	
Original Contract Price:		Original Contract Times:	
\$ 384,000.00		Substantial Completion:	July 28, 2023
		Ready for final payment:	August 25, 2023
No change from previously approved Change Orders:		No change from previously approved Change Orders:	
\$ 0.00		Substantial Completion:	July 28, 2023
		Ready for final payment:	August 25, 2023
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 384,000.00		Substantial Completion:	July 28, 2023
		Ready for final payment:	August 25, 2023
Increase this Change Order:		Increase this Change Order:	
\$ 3,915.00		Substantial Completion:	August 10, 2023
		Ready for final payment:	October 31, 2023
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 387,915.00		Substantial Completion:	August 10, 2023
		Ready for final payment:	October 31, 2023

Recommended by Engineer (if required)
By: 
Title: Project Manager
Date: 9/12/2023

Accepted by Contractor

Joseph P Carroll II, President
9/12/23

Authorized by Owner
By: _____
Title: _____
Date: _____

Approved by Funding Agency (if applicable)



Power With Prestige • 40 SWARTSWOOD RD. • NEWTON, NJ 07860 • (973) 940-1991
FAX 940-1994 • PWPINC@PWPINC.BIZ • NJ ELECTRICAL LICENSE #13468

TITLE: REVISED PCO #2 Scope Changes

PROJECT: 22-13 BROWNS POND PS GEN
GENERATOR

TO: Attn: Dana Bryant
Arcadis of NY
855 Rt 146, Suite 120
Clifton Park, NY 12309
Phone: 518-250-7347

PROPOSED CHANGE ORDER

NO. 2REV

DATE: 09/13/2023

JOB: 2213

CONTRACT/PO: PO#31788

SUBMITTED:

COMPLETED:

REQUIRED:

DESCRIPTION

1. Scope changes as previously discussed:

- All drawing references to 3 #500 1 #4/0 in 3" conduit, actually require 4#500 1#4/0 in 4". Prices below are the difference to go from 3 conductors to 4 conductors and 3" pipe to 4" pipe.
- All reference to existing wiring being 3#500 1#4/0 is actually 4#600 1#4/0 in 4". This required lug replacement kit and 2nd shutdown in 800 ECB.
- Existing MDP had to have the bonding jumper between the neutral and GEC removed (now a sub-panel).

Materials: \$9,373.

SQ D neutral and breaker lug kit for #600 on line side \$317, 464' - #500MCM XHHW (neutral throughout all new work) \$6,296., all 3" conduit and fittings replaced with 4" conduit and fittings (650') \$2,760.

Labor: \$4,096.

Journeyman 32 hours @ \$128.

Electrician larger pipe - 8 hours

Electrician larger pipe fittings - 4 hours

Electrician 4th conductor pull - 8 hours

Electrician 4th conductor terminations - 2 hours

Electrician lug kit replacement - 4 hours

Electrician MDP separate grounds and neutrals - 4 hours

Electrician layout/markup plans - 2 hours

Total: \$13,469.00

APPROVAL

By:

Joseph P. Carroll II

Date:

08/30/2023

By:

Date:

RESOLUTION NO.: 190 - 2023

OF

SEPTEMBER 25, 2023

**A RESOLUTION AUTHORIZING CHANGE ORDER NO. 9G 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 milling and top course pavement and additional streetscape restoration on Third Street added \$55,264.54 to the contract price increasing the contract amount to \$4,344,672.79; and

WHEREAS, TAM Enterprises, Inc. has submitted Change Order No. 9G with funding for the change order to be derived from CD1.8686.0400.8030.2023; 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. 9G with the TAM Enterprises, Inc. in the amount of \$55,264.54 in the Downing Pond Drain Outlet and Third Street Storm Sewer Project.

Change Order No. 9G

Date of Issuance: September 12, 2023	Effective Date: September <u> </u> , 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. Additional milling and top course pavement on Third Street west of the Carpenter Avenue intersection. Total cost of this work amounted \$25,019.40.
2. Additional streetscape restoration adjoining newly replaced curb and sidewalk along Third Street between Carpenter Avenue and City Terrace, across from Downing Park. Total cost of this change amounted to \$30,245.14.

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>1,189,408.25</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>4,289,408.25</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>55,264.54</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>4,344,672.79</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>584</u> Ready for Final Payment: <u>615</u> days

RECOMMENDED:

By: _____
Engineer (if required)

Title: Senior Engineer
Date: September 12, 2023

Approved by Funding Agency (if applicable)

By: _____
Title: _____

ACCEPTED:

By: _____
Owner (Authorized Signature)
Todd Venning * Res -2023

Title: City Manager/CEO
Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Title: _____
Date: _____

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 #
08/07/2023 5502

PO #:

Description	Unit	Quantity	Rate	Amount
Additional mill and pave	sqft	4,025.00	5.920	23,828.00
TAM OH & P	LS	1.00	1191.400	1,191.40

Notes

Customer Signature _____

Accepted By : _____

Subtotal	\$25,019.40
Sales Tax:	0.00
Quote Total	\$25,019.40

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

Van Etten Contracting LLC

P.O. Box 422

Cornwall, NY 12518 US

+1 8455342434

info@vecontract.com

www.vecontract.com

Invoice

Attached to show subcontractor rate

**VanEtten**
CONTRACTING**BILL TO**TAM Enterprises Inc.
114 Hartley Road
Goshen, NY 10924

INVOICE #	DATE	TOTAL DUE	TERMS	ENCLOSED
3510	07/28/2023	\$35,551.20	Due on receipt	

JOB NAME

Third Street - Newburgh

DESCRIPTION	AMOUNT
Additional Mill and Pave Areas	80,251.20
5110 SF at \$5.92	\$23,828.00
Calcium Chloride Application	5,300.00

Please remit payment to the address listed above. Thank you for your business!

BALANCE DUE~~**\$35,551.20**~~**\$23,828.00**

4,025 sqft



TAM Enterprises, Inc
114 Hartley Road
Goshen NY 10924

Service Invoice

Invoice#: 5637.

Date: 08/25/2023

License:

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

Project: 83 Broadway 4th Floor- Accts Payable
Newburgh NY 12550

Scheduled: 08/25/2023
Time:

Employee:

Order#:

Assembly#	Part#	Description	Quantity	Price	Ext Price	Sales Tax
		Additional Work in front of r				
		Labor:				
		Supervisor (operator A rate)	32.0000	111.360000	3,563.52	
		Operator A	32.0000	111.360000	3,563.52	
		Laborer	32.0000	93.190000	2,982.08	
		Laborer	32.0000	93.190000	2,982.08	
		Equipment:				
		Kubota 90 - excavator	32.0000	91.880000	2,940.16	
		Triaxle Dump	32.0000	132.930000	4,253.76	
		Tool Truck or Crane Truck	32.0000	151.080000 120.00	4,834.56 3,840.00	
		Materials:				
		Item # 4	6.0000	25.000000	150.00	
		Screened topsoil	10.0000	30.000000	300.00	
		Masons Sand	2.0000	35.000000	70.00	
		Concrete mix - redimix	5.0000	175.000000	875.00	
		Short load fee for concrete	1.0000	225.000000	225.00	
		Grass seed	1.0000	100.000000	100.00	
		Straw Mulch - Roll	1.0000	50.000000	50.00	
		Mortar Mix	10.0000	8.000000	80.00	
		Temp. Ramp and Form Fra	1.0000	250.000000	250.00	

A service charge of 0.00 % per annum will be charged on all amounts
overdue on regular statement dates.

Thank you for your prompt payment!

	30,245.14
Non-Taxable Amount:	31,388.88
Taxable Amount:	0.00
Sales Tax:	0.00
Amount Due	31,388.88 30,245.14

Service Invoice

Continued...

Invoice#: 5637

Date: 08/25/2023

Assembly#	Part#	Description	Quantity	Price	Ext Price	Sales Tax
		Wire Mesh w6 5X10	3.0000	25.000000	75.00	
				3,945.02	3,945.02	
		TAM Overhead and Profit -	1.0000	4,094.20	4,094.20	

Notes:

The Above Quote Covers the Following Scopes:

House 233 - Remove Concrete & dispose then top soil and seed and straw mat the disturbed areas

House 235- Remove Concrete & dispose then remove bluestone and reset. Pour new concrete walk 2' X 7' between 233 & 235

House 237 & 239 - Remove and dispose all concrete then pour new Entrance pad 10' x 12' and new walk between 237 & 235 (4'x5'). Then Topsoil seed and straw matt the rest of the Disturbed area.

Adjustments for KUBOTAKX80-4Mini in All Saved Models

Kubota KX080-4
Crawler Mounted Hydraulic Excavators



Size Class:
8.1 - 10.0 MTons
Weight:
N/A

Configuration for KX080-4

Horsepower	67.0 hp	Operating Weight	9.14 lbs
Power Mode	Diesel		

Hourly Ownership Costs

	Standard Value	User Adjusted Value	Variance
Depreciation	USD \$16.92/hr	-	-
Cost of Facilities Capital (CFC)	USD \$2.79/hr	-	-
Overhead	USD \$12.09/hr	-	-
Overhaul Labor	USD \$11.39/hr	-	-
Overhaul Parts	USD \$10.84/hr	-	-
Total Hourly Ownership Cost:	USD \$54.03/hr	-	-
User Defined Adjustments:			

Hourly Operating Costs

	Standard Value	User Adjusted Value	Variance
Field Labor	USD \$13.88/hr	-	-
Field Parts	USD \$11.12/hr	-	-
Ground Engaging Component (GEC)	USD \$1.78/hr	-	-
Tire	USD \$0.00/hr	-	-
Electrical/Fuel	USD \$9.18/hr	-	-
Lube	USD \$1.89/hr	-	-
Total Operating Ownership Cost:	USD \$37.85/hr	-	-
User Defined Adjustments:			

Total

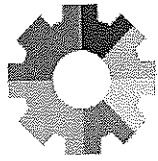
	Standard Value	User Adjusted Value	Variance
Hourly Ownership Costs	USD \$54.03/hr	-	-
Hourly Operating Costs	USD \$37.85/hr	-	-
Total Hourly Cost	USD \$91.88	-	-

Non-active use rates

	Standard Value	User Adjusted Value	Variance
Standby	USD \$31.80/hr	-	-
Idle	USD \$63.21/hr	-	-

Revised Date: 4th quarter 2022

The equipment represented in this report has been exclusively prepared for Joe ALDEBOT
(jkata@tamententerprises.com)



EquipmentWatch™

Custom Rates

TAM Enterprises, Inc.

TO: Joe Kata

FROM: Imani Brimah

Date: 09/02/22

As per your request, EquipmentWatch has calculated the Custom Blue Book Rates for the following equipment. The outlined Custom Blue Book rate is as follows:

2016 Freightliner M2106; Acquisition Cost: \$161,141.00							
Ownership Rates				Operating Rate	FHWA Rate	Standby Rate	Idling Rate
Monthly	Weekly	Daily	Hourly	Hourly	Hourly	Hourly	Hourly
\$5,884.06	\$1,647.54	\$411.88	\$61.78	\$89.30	\$122.73	\$16.75	\$96.74

The above rates are based on standard Blue Book methodology and calculations using an acquisition cost and survey data. No adjustment for age is necessary as the above rates are indexed to the acquisition cost.

The above rates used the following standards:

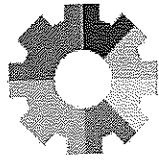
Location Adjustment: None

Time Period: Third Quarter 2022 (July 1st - September 30th, 2022)

If we can be of further assistance please don't hesitate to call us at 800-669-3282.

Sincerely,

Imani Brimah
Sales Engineer
EquipmentWatch



EquipmentWatch™

Custom Rates

TO: **Joe Kata**

TAM Enterprises, Inc.

FROM: Imani Brimah

Date: 09/02/22

As per your request, EquipmentWatch has calculated the Custom Blue Book Rates for the following equipment. The outlined Custom Blue Book rate is as follows:

2021 Freightliner 114SD; Acquisition Cost: \$193,679.49							
Ownership Rates				Operating Rate	FHWA Rate	Standby Rate	Idling Rate
Monthly	Weekly	Daily	Hourly	Hourly	Hourly	Hourly	Hourly
\$4,717.08	\$1,320.78	\$330.20	\$49.53	\$83.40	\$110.21	\$20.35	\$90.68

EquipmentWatch

The above rates are based on standard Blue Book methodology and calculations using an acquisition cost and survey data. No adjustment for age is necessary as the above rates are indexed to the acquisition cost.

The above rates used the following standards:

Location Adjustment: None

Time Period: Third Quarter 2022 (July 1st - September 30th, 2022)

If we can be of further assistance please don't hesitate to call us at 800-669-3282.

Sincerely,

Imani Brimah
Sales Engineer
EquipmentWatch



Office of General Services

Design and Construction
AN ISO 9001:2003 CERTIFIED ORGANIZATION
Division of Cost Management, 39th Floor, Corning Tower
The Governor Nelson A. Rockefeller Empire State Plaza
Albany, New York 12242
Phone: (518) 473-6840

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>Laborer</u>						
{T&M Only} Employee Name: _____			Union Local No.: <u>825</u>						
{T&M Only} Social Security No.: _____			<table border="1" style="width:100%;"><tr><td>REGULAR BASE RATE</td><td>PREMIUM TIME BASE RATE</td></tr><tr><td></td><td>Multiplier</td></tr><tr><td></td><td>1.5 1.5</td></tr></table>	REGULAR BASE RATE	PREMIUM TIME BASE RATE		Multiplier		1.5 1.5
REGULAR BASE RATE	PREMIUM TIME BASE RATE								
	Multiplier								
	1.5 1.5								
A. WAGE RATE PER HOUR		\$43.30	\$43.30	\$64.95	\$64.95				
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				
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	\$4.03 \$4.03					
Medicare		1.45 %	1.45	\$0.94 \$0.94					
Federal Unemployment (up to a maximum of \$56.00 per employee per year)		6.00 %	6.00	\$3.90 \$3.90					
State Unemployment (up to 1st \$8,500 of base salary paid per employee per year)		2.53 %	2.53	\$1.64 \$1.64					
Workers' Compensation Code is required: <u>6306</u> OGS <u>6306</u>		14.05 %	14.05	\$6.08 \$6.08					
Disability WC Classification: <u>Sewer Constructi</u>		0.34 %	0.34	\$0.22 \$0.22					
Other _____		%							
C. TOTAL TAXES AND INSURANCE PER HOUR									
☐ All benefits are paid directly to		Prem Time	<u>\$64.95 \$64.95</u>	30.57 %					
☐ Only benefits identified by * are paid directly to Employee.		Reg Rate	<u>\$43.30 \$43.30</u>	x	<u>30.57 %</u>				
					\$13.24 \$13.24 \$16.81 \$16.81				
D. TOTAL LABOR RATE (A + B + C) = \$93.19 \$93.19 \$136.74 \$136.74									



NYS DOT APPROVED

Visit us on the web at: www.dicksconcrete.com

QUOTED PRICES DO NOT INCLUDE APPLICABLE SALES TAXES



[REDACTED]

READY-MIX CONCRETE PROPOSAL AND ACCEPTANCE



NATIONAL
READY MIXED
CONCRETE
ASSOCIATION

QUOTED PRICES DO NOT INCLUDE APPLICABLE SALES TAXES



READY-MIX CONCRETE PROPOSAL AND ACCEPTANCE

Visit us on the web at: www.dicksconcrete.com



F: (845) 374-7262	
Proposal Submitted to TAM Enterprises Inc.	Phone (845) 294-8882 Fax (845) 294-8883 Date June 28th, 2023
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 28th, 2023 Expires: July 28th, 2023 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

ADDITIONAL ITEMS			
Winter Concrete.....	\$10.00 cy.	1% Calcium.....	\$3.75 cy.
Saturday or Holiday.....	\$7.00 cy.	2% Calcium.....	\$5.50 cy.
Non-Air Mixes.....	\$2.00 cy.	Plastol 5000 MRWR Dosage.....	\$5.00 cy.
Retarder.....	\$3.00 cy.	Plastol 5000 HRWR Dosage.....	\$10.00 cy.
Ice.....	\$.55 lb.	Lightweight Mixes	\$50.00 cy.
1% Non-Chloride Accelerator.....	\$6.00 cy.	Micro Fibers (1 lbs.)	\$7.50 cy.
2% Non-Chloride Accelerator.....	\$12.00 cy.	Macro Fibers (1 lbs.)	\$8.00 cy.
Sullivan County (above exit 107)	\$100.00 ld.	West Point	\$250.00 ld.
Sullivan County (above exit 112)	\$60.00 ld.	Rockland County	\$250.00 ld.
Extended Orange County	\$60.00 ld.	New Jersey	\$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, 2023
Dick's Concrete Co., Inc.

PLEASE REVIEW THE ATTACHED TERMS AND CONDITIONS

QUOTED PRICES DO NOT INCLUDE APPLICABLE SALES TAXES



NYS DOT APPROVED

Visit us on the web at: www.dicksconcrete.com

QUOTED PRICES DO NOT INCLUDE APPLICABLE SALES TAXES

RESOLUTION NO.: 191 - 2023

OF

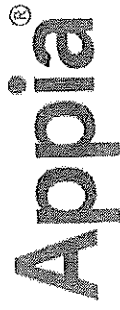
SEPTEMBER 25, 2023

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
CHANGE ORDER NO. 9 WITH MCNAMEE CONSTRUCTION CORPORATION
TO THE CONSTRUCTION CONTRACT IN
THE ROUTE 32/ METAL ARCH CULVERT BRIDGE (LAKE STREET BRIDGE)
REHABILITATION PROJECT (PIN# 8761.57/BIN# 2022260)

WHEREAS, by Resolution No. 162-2021 of July 12, 2021, the City Council of the City of Newburgh awarded a bid for the construction of the Route32/Metal Arch Culvert Bridge (Lake Street Bridge) Rehabilitation Project (PIN# 8761.57/BIN# 2022260) to McNamee Construction Corporation in an amount not to exceed \$1,678,560.00; and

WHEREAS, adjustments for additional unit existing and new items related to roadway reconstruction work will add \$92,294.28 to the total contract price with funding to be derived from an existing NYSDOT Local Project Agreement in the amount of 80% grant reimbursement (H1.8761.4597.8761.2022) and the 20% match coming from the City's allocation of the NYSDOT Touring Route Funds (A.5680.0206.0000.0000); the same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he hereby is authorized to execute Change Order No. 9 with McNamee Construction Corporation for contract increase in the amount of \$92,294.28 in the Route32/Metal Arch Culvert Bridge (Lake Street Bridge) Rehabilitation Project (PIN# 8761.57/BIN# 2022260).



HVEA Engineers

Change Order Details

PIN 8761.57 Route 32 Lake Street Bridge Rehabilitation

Description Lake Street/Route 32 over Quassaick Creek bridge rehabilitation. Project will rehabilitate the existing bridge that carries Lake Street (Route 32) over the Quassaick Creek located in the City of Newburgh, Orange County, BIN 2022260.

Prime Contractor McNamee Construction Corp
154 Route 202, PO Box 182
Lincolndale, NY 10540

Change Order 9

Status Pending

Date Created 08/17/2023

Type Minor Overrun & New Items

Summary Item adjustments and new items for roadway

Change Order Description This CO is for adjustments to existing items and new items associated with the reconstruction of the roadway over the bridge.

Awarded Project Amount \$1,678,560.00

Authorized Project Amount \$1,840,761.51

Change Order Amount \$92,294.28

Revised Project Amount \$1,933,055.79

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount

Section: 1 - Description

0020	203.02	CY	\$65.000	520.000	\$33,800.00	130.000	\$8,450.00	650.000	\$42,250.00
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UNCLASSIFIED EXCAVATION AND DISPOSAL

Reason: During the removal of the existing temporary bridge it was determined that the existing pavement on both sides of the bridge was severely deteriorated further than the limits estimated in the contract due to increased impact loading from trucks coming off the temporary bridge. The existing pavement was crumbling at the tie in stations in the plans. To address this issue, the full depth reconstruction limits were extended 50 feet to the south and 30 feet to the north to reach sound existing pavement. The new full depth limits are within the project limits. This increased the total quantity of this item needed. This increase is a 25% increase in a Major item of work. The remaining quantity was renegotiated as item 48203.02 in this CO.

0030	203.21	CY	\$100.000	270.000	\$27,000.00	-270.000	-\$27,000.00	0.000	\$0.00
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SELECT STRUCTURAL FILL

Reason: When the existing bridge was made safe by the installation of a temporary bridge, the roadway was excavated to allow the temporary bridge to sit down into the roadway to reduce the height of the temporary bridge deck above the existing roadway. This item was intended to fill the hole in the roadway to subgrade level and the design estimate anticipated three feet of fill would be needed. The actual excavation for the temporary bridge was already at subgrade. However, much of the area under the temporary bridge was unstable due to saturation with water and it was necessary to excavate the unstable material and place clean select structural fill to be able to reconstruct the roadway during the limited time of the weekend road closure. The quantity of select structural fill needed to replace the removed unstable material was less than 75% of the original estimated quantity for this Major item. Therefore this item is being replaced with renegotiated item 48203.21 in this CO.

0040	203.07	CY	\$100.000	150.000	\$15,000.00	31.000	\$3,100.00	181.000	\$18,100.00
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SELECT GRANULAR FILL

Reason: The plans called for the replacement of the sewer line from a manhole on the south side of the bridge to a point north of the bridge. During construction it was discovered that the sewer main had a sag in the line due to settlement from the deterioration of the existing bridge. In order to install the new sewer line to the proper grade, it was necessary to

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount

replace additional sewer line north to the next manhole that was in the project limits. This increased length of sewer replacement also increased the quantity of select structural fill needed to backfill the sewer line. This increase is a 21% increase in a Minor item of work and is entered at the contract bid price.

0050	206.01	CY	\$65.000	30.000	\$1,950.00	76.920	\$4,999.80	106.920	\$6,949.80
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STRUCTURE EXCAVATION

Reason: During the weekend road closure when the temporary bridge was removed, the area under the temporary bridge, which is directly above the existing bridge arch, was unstable due to water saturation. It was necessary to excavate this unstable material and replace it with select structural fill to complete the restoration of the roadway in a timely manner. This work was not accounted for in the design estimate and increased this Minor item above 200% of the original contract quantity. This increase is to account for 200% of the contract quantity. The remaining quantity was renegotiated under item 48206.01 in this change order.

0060	206.0201	CY	\$65.000	300.000	\$19,500.00	-105.000	-\$6,825.00	195.000	\$12,675.00
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TRENCH AND CULVERT EXCAVATION

Reason: The Engineer's Estimate workup for this item estimated the trench depth from the existing pavement surface and did not deduct the removal of the existing pavement and subbase that is paid under items 203.02 and 581.01. Thus, the Engineer's Estimate overestimated the quantity required for this item. This decrease is a 35% decrease in a minor item of work.

0080	304.11	CY	\$125.000	300.000	\$37,500.00	75.000	\$9,375.00	375.000	\$46,875.00
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SUBBASE COURSE - TYPE 1

Reason: During the removal of the existing temporary bridge it was determined that the existing pavement on both sides of the bridge was severely deteriorated further than the limits estimated in the contract due to increased impact loading from trucks coming off the temporary bridge. The existing pavement was crumbling at the tie in stations in the plans. To address this issue, the full depth reconstruction limits were extended 50 feet to the south and 30 feet to the north to reach sound existing pavement. The new full depth limits are within the project limits. This increased the total quantity of this item needed. This increase is a 25% increase in a Major item of work. The remaining quantity was renegotiated as item 48304.11 in this CO.

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount

0090	402.128103	TON	\$150.000	90.000	\$13,500.00	42.470	\$6,370.50	132.470	\$19,870.50
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12.5 F1 TOP COURSE HMA, 80 SERIES COMPACTION

Reason: During the removal of the existing temporary bridge it was determined that the existing pavement on both sides of the bridge was severely deteriorated further than the limits estimated in the contract due to increased impact loading from trucks coming off the temporary bridge. The existing pavement was crumbling at the tie in stations in the plans. To address this issue, the full depth reconstruction limits were extended 50 feet to the south and 30 feet to the north to reach sound existing pavement. The new full depth limits are within the project limits. This increased the total quantity of this item needed. This increase is a 47% increase in a Minor item of work and is entered at the contract bid price.

0100	402.198903	TON	\$150.000	120.000	\$18,000.00	34.900	\$5,235.00	154.900	\$23,235.00
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19 F9 BINDER HMA, 80 SERIES COMPACTION

Reason: During the removal of the existing temporary bridge it was determined that the existing pavement on both sides of the bridge was severely deteriorated further than the limits estimated in the contract due to increased impact loading from trucks coming off the temporary bridge. The existing pavement was crumbling at the tie in stations in the plans. To address this issue, the full depth reconstruction limits were extended 50 feet to the south and 30 feet to the north to reach sound existing pavement. The new full depth limits are within the project limits. This increased the total quantity of this item needed. This increase is a 29% increase in a Minor item of work and is entered at the contract bid price.

0110	402.378903	TON	\$150.000	450.000	\$67,500.00	112.500	\$16,875.00	562.500	\$84,375.00
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37.5 F9 BASE HMA, 80 SERIES COMPACTION

Reason: During the removal of the existing temporary bridge it was determined that the existing pavement on both sides of the bridge was severely deteriorated further than the limits estimated in the contract due to increased impact loading from trucks coming off the temporary bridge. The existing pavement was crumbling at the tie in stations in the plans. To address this issue, the full depth reconstruction limits were extended 50 feet to the south and 30 feet to the north to reach sound existing pavement. The new full depth limits are within the project limits. This increased the total quantity of this item needed. This increase is a 25% increase in a Major item of work. The remaining quantity was renegotiated as item 48402.378903 in this CO.

0120	407.0102	GAL	\$15.000	300.000	\$4,500.00	-94.000	-\$1,410.00	206.000	\$3,090.00
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DILUTED TACK COAT

Change Order Details:

PIN 8761.57 Route 32 Lake Street Bridge Rehabilitation

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Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount

Reason: The design estimated quantity was based on an application rate 0.1 gal/SY. The specifications for this item call for an application rate of only 0.05 to 0.06 gal/SY. Although the area of new pavement increased, the smaller required application rate resulted in a net decrease in this item. This decrease is a 31% decrease in a Minor item of work and is entered at the contract bid price.

0130	520.0900001	LF	\$7.000	700.000	\$4,900.00	-549.000	-\$3,843.00	151.000	\$1,057.00
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SAW CUTTING ASPHALT CONCRETE

Reason: The existing roadway had been excavated when the temporary bridge was installed prior to this contract. Because of this, the areas above the water and sewer lines did not need longitudinal sawcuts to remove the pavement as estimated in the Engineer's Estimate. Sawcuts were only needed at the limits of the pavement and for the curb and sidewalk. This decrease is a 78% decrease in a Minor item of work.

0140	552.17	SF	\$1.000	2,500.000	\$2,500.00	-2,404.000	-\$2,404.00	96.000	\$96.00
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SHIELDS AND SHORING

Reason: The contractor elected to lay back the utility trench excavations and not use this item except at the southern tie in limit of the water main to allow for the testing and sampling of the new main. This decrease is a 96% decrease in a Minor item of work.

0180	580.01	CY	\$3,500.000	15.000	\$52,500.00	3.750	\$13,125.00	18.750	\$65,625.00
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REMOVAL OF STRUCTURAL CONCRETE

Reason: The temporary bridge abutment backwalls were thicker and taller than estimated in the Engineer's Estimate, resulting in an increase in this item. This increase is a 25% increase in a Major item of work. The remaining quantity was renegotiated as item 48580.01 in this CO.

0190	581.01	SF	\$1.000	2,000.000	\$2,000.00	-950.000	-\$950.00	1,040.000	\$1,040.00
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REMOVAL OF BITUMINOUS CONCRETE OVERLAY (BRIDGE)

Reason: The plans called for this item to be used for the removal of the pavement over the water and sewer lines within the limits of the bridge. The quantity paid was field

Change Order Details:

PIN 8761.57 Route 32 Lake Street Bridge Rehabilitation

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Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount

measured. The Engineer's Estimate does not contain a quantity markup for this item. This decrease is a 48% decrease in a Minor item of work.

0240	608.01030008	SY	\$165.000	180.000	\$29,700.00	45.000	\$7,425.00	225.000	\$37,125.00
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REMOVE AND REPLACE CONCRETE SIDEWALK AND SUBBASE COURSE

Reason: The limits of sidewalk replacement on the west side of the bridge were extended by 67 feet to the south and by 26 feet to the north. These limits are within the project limits. The limits were extended to address existing displaced sidewalk slabs that were a tripping hazard to the public and were not ADA compliant. This increase is a 25% increase in a Major item of work. The remaining quantity was renegotiated as item 48608.01030008 in this CO.

0250	609.0402	LF	\$40.000	320.000	\$12,800.00	67.000	\$2,680.00	387.000	\$15,480.00
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CAST-IN-PLACE CONCRETE CURB

Reason: The limits of curb replacement on the west side of the bridge were increased to the same limits as the full depth pavement replacement was extended to. The southern limit was extended because the curb was severely damaged due to utility work that was done prior to this project. The northern limit was extended due to trees in the grass buffer area pushing out and breaking up the existing curb. The removal of these trees was added as item 48614.060304 in this change order in order to allow for the installation of the new curb. This increase is a 21% increase in a Minor item of work.

0260	609.06010008	LF	\$15.000	320.000	\$4,800.00	67.000	\$1,005.00	387.000	\$5,805.00
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REMOVAL OF CURB

Reason: The removal of existing curb matches the limits of the new curb under item 609.0402. This increase is a 21% increase in a Minor item of work.

0270	610.1402	CY	\$75.000	30.000	\$2,250.00	-7.000	-\$525.00	23.000	\$1,725.00
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TOP SOIL-ROADSIDE

Reason: The quantity paid was field measured. The Engineer's Estimate does not contain a quantity markup for this item. This decrease is a 23% decrease in a Minor item of work.

Line Number	Item ID	Unit	Unit Price		Current		Change		Revised	
			Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
0280	610.1601	SY	200.000	\$10.000	200.000	\$2,000.00	-40.000	-\$400.00	160.000	\$1,600.00
TURF ESTABLISHMENT - ROADSIDE										
Reason: The quantity paid was field measured. The Engineer's Estimate does not contain a quantity workup for this item. This decrease is a 20% decrease in a Minor item of work.										
0390	663.011	LF	150.000	\$220.000	150.000	\$33,000.00	-10.000	-\$2,200.00	140.000	\$30,800.00
DI CEM LINED WATER PIPE										
Reason: This is a less than 10% decrease in a Major item of work due to final field measurements.										
0400	663.241003	LF	150.000	\$66.000	150.000	\$9,900.00	-150.000	-\$9,900.00	0.000	\$0.00
INSULATION FOR BURIED WATER MAIN PIPE 10 INCH WITH 3 INCH THICK INSULATION										
Reason: The City Water Department determined that water line did not require insulation as the existing water line was not insulated. This item was not needed.										
0410	663.411	LF	150.000	\$66.000	150.000	\$9,900.00	-10.000	-\$660.00	140.000	\$9,240.00
REMOVE AND DISPOSE EXISTING 10" DIA. WATER PIPE										
Reason: This is a less than 10% decrease in a Minor item of work due to final field measurements.										
22 items				Totals		\$404,500.00		\$22,513.30		\$427,013.30

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					

Change Order Details:

PIN 8761.57 Route 32 Lake Street Bridge Rehabilitation

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Line Number	Item ID	Unit	Quantity	Unit Price	Extension
0025	48203.02	CY	120.400	\$93.730	\$11,285.09
A - UNCLASSIFIED EXCAVATION AND DISPOSAL					
Reason: The increase in unclassified excavation and disposal is explained in item 203.02 in this change order. This item is for the renegotiation of the increase above 125% of the original contract item quantity.					
0035	48203.21	CY	157.000	\$134.150	\$21,061.55
A-SELECT STRUCTURAL FILL					
Reason: This is the renegotiated item to replace item 203.21. See item 203.21 for the explanation of the underrun.					
0055	48206.01	CY	50.080	\$112.910	\$5,654.53
A-STRUCTURE EXCAVATION					
Reason: This item is for the renegotiated quantity above the \$5,000 value over the original contract amount for item 206.01. See item 206.01 in this change order for the explanation of the increase.					
0085	48304.11	CY	93.000	\$135.460	\$12,597.78
A-SUBBASE COURSE - TYPE 1					
Reason: The increase in subbase course is explained in item 304.11 in this change order. This item is for the renegotiation of the increase above 125% of the original contract item quantity.					
0115	48402.378903	TON	37.550	\$120.540	\$4,526.28
A-37.5 F9 BASE HMA, 80 SERIES COMPACTION					
Reason: The increase in base course asphalt is explained in item 402.378903 in this change order. This item is for the renegotiation of the increase above 125% of the original contract item quantity.					
0185	48580.01	CY	1.750	\$2,259.670	\$3,954.42

Change Order Details:

PIN 8761.57 Route 32 Lake Street Bridge Rehabilitation

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Line Number	Item ID	Unit	Quantity	Unit Price	Extension
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A-REMOVAL OF STRUCTURAL CONCRETE

Reason: The increase in the removal of structural concrete is explained in item 580.01 in this change order. This item is for the renegotiation of the increase above 125% of the original contract item quantity.

0245	48608.01030008	SY	23.500	\$178.080	\$4,184.88
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A-REMOVE AND REPLACE CONCRETE SIDEWALK AND SUBBASE COURSE

Reason: The increase in the removal and replacement of concrete sidewalk and subbase is explained in item 608.01030008 in this change order. This item is for the renegotiation of the increase above 125% of the original contract item quantity.

0285	48614.060304	EA	2.000	\$1,527.450	\$3,054.90
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A-TREE REMOVAL OVER 12 INCHES TO 18 INCHES DIAMETER BREAHEIGHT - STUMPS GRUBBED

Reason: At the northwest corner of the project, there were existing trees in the grass buffer area between the curb and sidewalk that had pushed out and broken the curb. It was not possible to replace the curb without removing the trees. This work was not accounted for in the contract, so this item is being added. The trees were removed in November when the removal of trees greater than 3 inch DBH is allowed.

0415	48670.2602	LF	235.000	\$14.730	\$3,461.55
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A-RIGID PLASTIC CONDUIT, 2"

Reason: There was an existing overhead fire call box communication cable over the west sidewalk. There were no poles on the west side of the bridge to support the cable and the cable was supported by tree limbs that were cut to perform contract work. The City Fire Department removed the cable for the duration of the work but requested that a 2 inch PVC conduit be installed so that the cable could be returned to service after the contract work is completed. The conduit was installed in the grass buffer area at the edge of the curb excavation trench for the length of the new curb on the west side.

Total: \$69,780.98

9 items

(Sponsor) Certificate of Recommended Order on Contract

City of Newburgh Purchase Order No.: 29815

PIN 8761.57 LD040218

Contractor Name: McNamee Construction Corporation

Change Order No. 9

I, Peter Teliska, PE, hereby certify that I am the officially designated project manager of the subject project, that the adjustments here within and the material incorporated under the subject contract as stated in this Change Order No. 9 are necessary, and to the best of my knowledge and belief, the said information is correct and in strict compliance with the terms of the said contract.

I further certify that the records from which this order on contract was developed and any other record required by statute, rule or regulation of the New York State Department of Transportation or the Federal Government or prescribed in the contract have been established and will be filed in the Consultant's Office, in accordance with the terms of the contract.

Peter Teliska P.E. Sep 12, 2023
Peter Teliska (Sep 12, 2023 12:39 EDT)

Peter Teliska, PE, HVEA Engineers, Resident Engineer

Date

Todd Venning

Date

City Manager/CEO

City of Newburgh, Sponsor

Change Order Details:

PIN 8761.57 Route 32 Lake Street Bridge Rehabilitation

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NEW YORK STATE DEPARTMENT OF TRANSPORTATION
AUTHORIZATION OF EXTRA WORK

Region # 08	D 040218	PIN:	8761.57	AEW #:	#4 (CO#9)
County/Countries:		Orange		Date: 09/06/2023	
Contract Description: Rte 32 Lake Street Bridge Rehabilitation					
Engineer-in-Charge: Peter Teliska				Field Office Fax:	
Contractor: McNamee Construction Corp.					
Is Contract FHWA RFA or NCA?			☐ Yes ☒ No	FHWA Concurrence Obtained?	
				☐ Yes ☒ N/A	
Municipal/Local Share Involvement?			☒ Yes ☐ No	Sufficient Funding in Place?	
				☒ Yes ☐ No	
Proposed Work within the Contract Limits?			☒ Yes ☐ No	Proposed work within the Contract Scope?	
				☒ Yes ☐ No	
Significant Change?			☐ Yes ☒ No	Has Project Manager been Notified?	
				☒ Yes ☐ No	
Contract Bid Amount: \$1,678,560.00			Contract Current Amount: \$1,840,761.51		
Estimated Increase Due to this Change: \$148,421.28					
Description of Proposed Extra Work: This CO is for adjustments to existing items and new items associated with the reconstruction of the roadway over the bridge.					
Due to existing site conditions, contract modifications to roadway items were required. Conditions which initiated the modifications included: - The existing pavement was found to be so severely deteriorated, it was determined extending the full depth reconstruction limits were necessary. - The temporary bridge abutment backwalls were thicker and taller, increasing the quantity of structural concrete removal item. - Curbing and sidewalk limits were increased due to excessive damage from existing trees/roots which necessitated the additional limits. - The existing condition of the roadway and the additional materials required to adequately support the construction operations during a limited weekend closure, specifically the removal of unsound material and installation of select structural fill to progress construction.					
The total increase will be partially reduced by reductions in other items.					

Items Included in Description of Proposed Extra Work

Item No.	Description	Unit of Measure	Original Bid Quantity	Authorized To Date Quantity	Added Quantity	Price Type	Unit Price
203.02	UNCLASSIFIED EXCAVATION AND DISPOSAL	CY	520.00	520.00	130.00	Bid Price	\$65.00
203.07	SELECT GRANULAR FILL	CY	150.00	150.00	31.00	Bid Price	\$100.00
206.01	STRUCTURE EXCAVATION	CY	30.00	30.00	76.92	Bid Price	\$65.00

☐ AEW has a value less than \$50,000 ☐ AEW has a value between \$50,000 & \$100,000 ☒ AEW has a value greater than \$100,000

Send a copy back to the EIC and the CO Specialist

Estimated AEW Total : **\$148,421.28**

RECOMMENDED:
Resident Engineer

Peter M. Teliska, P.E.

Date: 9-7-23

APPROVED:
Responsible Local Official

Date: _____

[illegible]



CONSTRUCTION CORP.

September 6, 2023

Peter Teliska, HVEA
560 Route 52
Suite 201
Beacon, NY 12508

RE: 8761.57; Route 32 Lake Street Bridge Rehab – Agreed Prices

Dear Mr. Teliska,

McNamee Construction Corp agrees with the following item's and prices:

- Item No. 203.02 - Quantity Overrun: Final Quantity of 770,40 CY (Major Item)
 - o 130 CY (25% of contract quantity) @ \$65.00/CY
 - o 120.4 CY (Remaining quantity) @ \$93.73/CY (New Item No. 48203.02)
- Item No. 203.21 - Quantity Underrun: Final Quantity of 157 CY (Major Item)
 - o 157 CY - Entire Renegotiated Price of \$134.15/CY (New Item No. 48203.21)
- Item No. 206.01 - Quantity Overrun: Final Quantity of 157 CY (Minor Item)
 - o 76.91 CY (Bid Price) @ \$65.00/CY
 - o 50.08 CY (Remaining quantity) @ \$112.91/CY (New Item No. 48206.01)
- Item No. 304.11 - Quantity Overrun: Final Quantity of 468 CY (Major Item)
 - o 75 CY (25 % of contract quantity) @ \$125.00/CY
 - o 93 CY (Remaining quantity) @ \$135.46/CY (New Item No.48304.11)
- Item No. 402.378903 - Quantity Overrun: Final Quantity of 600.05 TONS (Major Item)
 - o 112.5 TONS (25% of contract quantity) @ \$150.00/TON
 - o 37.55 TONS (Remaining quantity) @ \$120.54 /TON (New Item No. 48402.378903)
- Item No, 580.01 - Quantity Overrun: Final Quantity of 20.50 CY (Major Item)
 - o 3.75 CY (25% of contract quantity) @ \$3,500,00/Cy
 - o 1.75 CY (Remaining quantity) @ \$2,259.67/CY (New Item No. 48580.01)
- Item No. 608.07030008 - Quantity Overrun: Final Quantity of 248.50 SY (Major Item)
 - o 45 SY (25% of contract quantity) @ \$165.00/SY
 - o 23.5 SY (Remaining quantity) @ \$178.05/SY (New Item No. 48608.01030008)
- Item No. 48614.060304 - A-Tree Removal Over 12 Inches To 18 Inches Diameter Breastheight - Stump Grubbed; Q = 2; Unit Price = \$1527.45 (statewide)
- Item No. 48670.2602 - A-Rigid Plastic Conduit, 2"; Q = 235; Unit Price = \$14.73 (statewide)

Please proceed with processing a change order for these items.

Thank you,


Dan MacNamee

Reset Form

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

COST ANALYSIS WORKSHEET ^(9/22)

Print Form

Contract D# 040218

Change Order # 9

Field Change Payment #

CO Item Qty 250.4

Section 1 - Existing Contract Item

Use the Item Analysis Report and CONR 22 Composite Report in BI to fill out the below information. Follow Added Work Cost Analysis Decision Flow Chart.

Item Spec No 203.02

Unit Bid Price \$65.00

Bid Qty 520

Current Contract Qty 520

Major Item ☒Minor Item ☐

75% Threshold 390

Renegotiation Threshold
(200% and \$5,000 over
original contract amount)

125% Threshold 650

High Bid Item (over 125%) Yes ☐ No ☒

Section 2 - New Contract Item or Continuation of Existing Item

New Item Spec No 48203.02

Renegotiated Qty 120.4

Contractor Quoted Unit Price \$93.73

Method Chosen:

- ☐ Original Bid Price Acceptable?
- ☐ Contractor agrees to work at the Original Contract Bid Price adjusted for documented changes in material costs, equipment rates, mobilization, and/or site conditions, and bid price is reasonable compensation for the quantity of added work: include letter from contractor, and supporting documentation for adjustments (need price analysis) on CO Header

- ☒ Weighted Average Price (WAP) Comparison (must have at least 3 contracts)

Pay Item Catalog Date Range Jan 1, 2022 to Dec 31, 2022

PIC Qty Range to N/A ☒

Regional WAP \$93.73 Statewide WAP \$34.48

Printout of PIC
w/ Qty Range,
dates, prices
attached? ☒

- ☐ Comparison to Average of 3 Lowest Bidders (on contract, not item)

Average Price \$0.00

Bidder 1

Bidder 2

Bidder 3

Printout of 3
Lowest
Bidders on
the Contract
attached? ☐

- ☐ Price Analysis

☐ MURK 26/27 Price Analysis Worksheet attached and all documentation attached?

- ☐ Force Account Work (FAW)

☐ FE (Force Estimate) Estimate of Labor, Materials, and Equipment work up included?

☐ FAW (Final) Included with all MURK forms and documentation attached?

Project Conditions/Variance Explanation attached? ☐

Signature

Date

9-7-23

Pay Items Bid History Information US CUSTOMARY Items

Item Number	Special Spec?	Spec Status	Status Date	Units	Price Indicator	Specification Document	Issuing Document	Message
203.02		General Approval	04/01/2008	CY				
Description: UNCLASSIFIED EXCAVATION AND DISPOSAL								

Search Pay Item Bid History

Quantity Range:

to

Date Range for Price January to December 2022 ▼ or

History: through

Search

Reset

Region	Number of Projects	Quantity	Weighted Average Price	Export Data	Print
Statewide	132	469,684.00	\$34.48	Export Data	Print
01	16	27,408.00	\$28.82	Export Data	Print
02	12	25,678.00	\$18.97	Export Data	Print
03	12	24,191.00	\$45.26	Export Data	Print
04	11	23,529.00	\$28.31	Export Data	Print
05	17	87,612.00	\$17.01	Export Data	Print
06	4	3,155.00	\$28.60	Export Data	Print
07	7	10,247.00	\$45.33	Export Data	Print
08	12	11,273.00	\$93.73	Export Data	Print

D Number	Pin Number	Let Date	Project Description	Qty	Awarded Price	Extended Amt
D264943	881491	12/15/2022	ADA SIDEWALKS & CURBRAMPS: WESTERN ORANGE COUNTY	700.00	\$300.00	\$210,000.00
D264887	881451	12/01/2022	Culvert Replacement Project, Orange and Ulster Counties	4,465.00	\$66.00	\$294,690.00
D264906	881505	11/17/2022	Landscape Improvements Contract, Region-Wide	610.00	\$93.00	\$56,730.00
D264810	872972	09/01/2022	I287 over Metro North I287 over Midland Avenue	2,299.00	\$93.00	\$213,807.00
D264816	810145	07/21/2022	Hutchinson River Parkway Service Station, NYSDOT R-8	880.00	\$80.00	\$70,400.00
D264812	881408	06/02/2022	PMI PAVING, ROUTES 100, 120, 127 AND 133, WESTCHESTER COUNTY	10.00	\$220.00	\$2,200.00
D264759	881553	05/05/2022	Westchester, OVER HEIGHT VEHICLE DETECTION SYSTEMS	10.00	\$151.00	\$1,510.00
D264791	839210	05/05/2022	PMI PAVING: ROUTE 6, 52 & 208, Wawayanda, Montgomery, Walden	110.00	\$215.00	\$23,650.00
D264773	881465	04/07/2022	GUIDERAIL REHABILITATION AND REPLACEMENT	400.00	\$138.00	\$55,200.00
D264746	881544	03/10/2022	CULVERT REPLACEMENT, Various locations, NYSDOT Region 8	1,564.00	\$60.00	\$93,840.00

D Number	Pin Number	Let Date	Project Description	Qty	Awarded Price	Extended Amt
D264750	812750	03/10/2022	PMI PAVING: TACONIC STATE PARKWAY, RTE 217 TO I-90	20.00	\$450.00	\$9,000.00
D264686	812749	01/06/2022	PAVING: TACONIC STATE PARKWAY TYRELL ROAD TO WILLOW LANE	205.00	\$125.00	\$25,625.00
Total: 11,273.00						\$1,056,652.00
 09		16	132,665.00	\$26.37	Export Data  Print 	
 10		17	96,006.00	\$39.01	Export Data  Print 	
 11		8	27,920.00	\$100.75	Export Data  Print 	

Reset Form

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

COST ANALYSIS WORKSHEET ^(9/22)

Print Form

Contract D# 040218

Change Order # 9

Field Change Payment #

CO Item Qty 31

Section 1 - Existing Contract Item

Use the Item Analysis Report and CONR 22 Composite Report in BI to fill out the below information. Follow Added Work Cost Analysis Decision Flow Chart.

Item Spec No 203.07

Unit Bid Price \$100.00

Bid Qty 150

Current Contract Qty 150

Major Item ☐Minor Item ☒

75% Threshold

Renegotiation Threshold
(200% and \$5,000 over
original contract amount)

300

125% Threshold

High Bid Item (over 125%) Yes ☐ No ☒

Section 2 - New Contract Item or Continuation of Existing Item

New Item Spec No

Renegotiated Qty

Contractor Quoted Unit Price

Method Chosen:

- ☒ Original Bid Price Acceptable?
- ☐ Contractor agrees to work at the Original Contract Bid Price adjusted for documented changes in material costs, equipment rates, mobilization, and/or site conditions, and bid price is reasonable compensation for the quantity of added work; include letter from contractor, and supporting documentation for adjustments (need price analysis) on CO Header

- ☐ Weighted Average Price (WAP) Comparison (must have at least 3 contracts)

Pay Item Catalog Date Range

to

PIC Qty Range

to

N/A ☐

Regional WAP

Statewide WAP

Printout of PIC
w/ Qty Range,
dates, prices
attached? ☐

- ☐ Comparison to Average of 3 Lowest Bidders (on contract, not item)

Average Price

\$0.00

Bidder 1

Bidder 2

Bidder 3

Printout of 3
Lowest
Bidders on
the Contract
attached? ☐

- ☐ Price Analysis

☐ MURK 26/27 Price Analysis Worksheet attached and all documentation attached?

- ☐ Force Account Work (FAW)

☐ FE (Force Estimate) Estimate of Labor, Materials, and Equipment work up included?

☐ FAW (Final) Included with all MURK forms and documentation attached?

Project Conditions/Variance Explanation attached? ☐

Signature

Peter M. Teliska, P.E.

Digitally signed by Peter M. Teliska,
P.E.
Date: 2023.08.30 08:23:16 -04'00'

Date

8/30/23

Reset Form

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

COST ANALYSIS WORKSHEET ^(9/22)

Print Form

Contract D# 040218

Change Order # 9

Field Change Payment #

CO Item Qty -113

Section 1 - Existing Contract Item

Use the Item Analysis Report and CONR 22 Composite Report in BI to fill out the below information. Follow Added Work Cost Analysis Decision Flow Chart.

Item Spec No 203.21

Unit Bid Price \$100.00

Bid Qty 270

Current Contract Qty 270

Major Item ☒Minor Item ☐

75% Threshold 202.5

Renegotiation Threshold
(200% and \$5,000 over
original contract amount)

125% Threshold 337.5

High Bid Item (over 125%) Yes ☐ No ☒

Section 2 - New Contract Item or Continuation of Existing Item

New Item Spec No 48203.21

Renegotiated Qty 157

Contractor Quoted Unit Price \$134.15

Method Chosen:

☐ Original Bid Price Acceptable?

☐ Contractor agrees to work at the Original Contract Bid Price adjusted for documented changes in material costs, equipment rates, mobilization, and/or site conditions, and bid price is reasonable compensation for the quantity of added work; include letter from contractor, and supporting documentation for adjustments (need price analysis) on CO Header

☒ Weighted Average Price (WAP) Comparison (must have at least 3 contracts)

Pay Item Catalog Date Range Jan 1, 2022 to 13/31/22

PIC Qty Range to N/A ☒

Regional WAP \$134.15 Statewide WAP \$74.60

Printout of PIC
w/ Qty Range,
dates, prices
attached? ☒

☐ Comparison to Average of 3 Lowest Bidders (on contract, not item)

Average Price \$0.00

Bidder 1

Bidder 2

Bidder 3

Printout of 3
Lowest
Bidders on
the Contract
attached? ☐

☐ Price Analysis☐ MURK 26/27 Price Analysis Worksheet attached and all documentation attached?☐ Force Account Work (FAW)☐ FE (Force Estimate) Estimate of Labor, Materials, and Equipment work up included?☐ FAW (Final) Included with all MURK forms and documentation attached?Project Conditions/Variance Explanation attached? ☐

Signature

Date

9-7-23

Pay Items Bid History Information US CUSTOMARY Items

Item Number	Special Spec?	Spec Status	Status Date	Units	Price Indicator	Specification Document	Issuing Document	Message
203.21		General Approval	04/01/2008	CY				
Description: <u>SELECT STRUCTURE FILL</u>								

Search Pay Item Bid History

Quantity Range: _____ to _____

Date Range for Price January to December 2022 ▼ or History: through 

Region	Number of Projects	Quantity	Weighted Average Price			
Statewide	29	15,051.00	\$74.60	Export Data Print		
01	6	2,197.00	\$60.25	Export Data Print		
02	4	1,226.00	\$87.86	Export Data Print		
03	1	2.00	\$375.00	Export Data Print		
04	3	3,523.00	\$85.31	Export Data Print		
05	2	446.00	\$71.36	Export Data Print		
06	2	704.00	\$81.11	Export Data Print		
07	2	1,031.00	\$67.51	Export Data Print		
08	3	205.00	\$134.15	Export Data Print		
D Number	Pin Number	Let Date	Project Description	Qty	Awarded Price	Extended Amt
D264887	881451	12/01/2022	Culvert Replacement Project, Orange and Ulster Counties	117.00	\$136.00	\$15,912.00
D264810	872972	09/01/2022	I287 over Metro North I287 over Midland Avenue	61.00	\$105.00	\$6,405.00
D264816	810145	07/21/2022	Hutchinson River Parkway Service Station, NYSDOT R-8	27.00	\$192.00	\$5,184.00
Total: 205.00						\$27,501.00
09	2	204.00	\$80.51	Export Data Print		
10	1	39.00	\$261.00	Export Data Print		
11	3	5,474.00	\$67.37	Export Data Print		

Reset Form

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

COST ANALYSIS WORKSHEET ^(9/22)

Print Form

Contract D# **040218** Change Order # **9**
 Field Change Payment # CO Item Qty **127**

Section 1 - Existing Contract Item

Use the Item Analysis Report and CONR 22 Composite Report in BI to fill out the below information. Follow Added Work Cost Analysis Decision Flow Chart.

Item Spec No **206.01** Unit Bid Price **\$65.00**
 Bid Qty **30** Current Contract Qty **30**
 Major Item ☐ Minor Item ☒
 75% Threshold Renegotiation Threshold **106.92**
 125% Threshold (200% and \$5,000 over original contract amount)
 High Bid Item (over 125%) Yes ☐ No ☒

Section 2 - New Contract Item or Continuation of Existing Item

New Item Spec No **48206.01** Renegotiated Qty **50.08**
 Contractor Quoted Unit Price **\$112.91**

Method Chosen:

- ☐ Original Bid Price Acceptable?
- ☐ Contractor agrees to work at the Original Contract Bid Price adjusted for documented changes in material costs, equipment rates, mobilization, and/or site conditions, and bid price is reasonable compensation for the quantity of added work; include letter from contractor, and supporting documentation for adjustments (need price analysis) on CO Header

- ☒ Weighted Average Price (WAP) Comparison (must have at least 3 contracts)

Pay Item Catalog Date Range **Jan 1, 2022** to **Dec 31, 2022**

PIC Qty Range **10** to **2,000** N/A ☐

Regional WAP **\$112.91** Statewide WAP **\$39.50**

Printout of PIC w/ Qty Range, dates, prices attached? ☒

- ☐ Comparison to Average of 3 Lowest Bidders (on contract, not item)

Average Price **\$0.00** Bidder 1
 Bidder 2
 Bidder 3

Printout of 3 Lowest Bidders on the Contract attached? ☐

- ☐ Price Analysis

☐ MURK 26/27 Price Analysis Worksheet attached and all documentation attached?

- ☐ Force Account Work (FAW)

☐ FE (Force Estimate) Estimate of Labor, Materials, and Equipment work up included?

☐ FAW (Final) Included with all MURK forms and documentation attached?

Project Conditions/Variance Explanation attached? ☐

Signature

Date

9-7-23

Pay Items Bid History Information US CUSTOMARY Items

Item Number	Special Spec?	Spec Status	Status Date	Units	Price Indicator	Specification Document	Issuing Document	Message
206.01		General Approval	04/01/2008	CY				
Description: STRUCTURE EXCAVATION								

Search Pay Item Bid History

Quantity Range: 10 to 2000

Date Range for Price January to December 2022 ▼ or

History: through

Search

Reset

Region	Number of Projects	Quantity	Weighted Average Price			
 Statewide	31	22,218.00	\$39.50	Export Data  		
 01	6	5,424.00	\$20.58	Export Data  		
 02	2	2,050.00	\$12.20	Export Data  		
 03	3	1,965.00	\$27.71	Export Data  		
 04	2	118.00	\$123.21	Export Data  		
 05	2	1,331.00	\$34.62	Export Data  		
 06	3	3,833.00	\$30.87	Export Data  		
 07	3	2,360.00	\$35.90	Export Data  		
 08	3	2,569.00	\$112.91	Export Data  		
D Number	Pin Number	Let Date	Project Description	Qty	Awarded Price	Extended Amt
D264887	881451	12/01/2022	Culvert Replacement Project, Orange and Ulster Counties	1,998.00	\$95.00	\$189,810.00
D264816	810145	07/21/2022	Hutchinson River Parkway Service Station, NYSDOT R-8	555.00	\$172.00	\$95,460.00
D264791	839210	05/05/2022	PMI PAVING: ROUTE 6, 52 & 208, Wawayanda, Montgomery, Walden	16.00	\$300.00	\$4,800.00
Total: 2,569.00						\$290,070.00
 09	4	1,247.00	\$45.17	Export Data  		
 10	1	39.00	\$170.00	Export Data  		
 11	2	1,282.00	\$54.48	Export Data  		

Reset Form

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

COST ANALYSIS WORKSHEET ^(9/22)

Print Form

Contract D# **040218**Change Order # **9**

Field Change Payment #

CO Item Qty **-105****Section 1 - Existing Contract Item**

Use the Item Analysis Report and CONR 22 Composite Report in BI to fill out the below information. Follow Added Work Cost Analysis Decision Flow Chart.

Item Spec No **206.0201**Unit Bid Price **\$65.00**Bid Qty **300**Current Contract Qty **300**Major Item ☐Minor Item ☒

75% Threshold

Renegotiation Threshold
(200% and \$5,000 over
original contract amount)**600**

125% Threshold

High Bid Item (over 125%) Yes ☐ No ☒**Section 2 - New Contract Item or Continuation of Existing Item**

New Item Spec No

Renegotiated Qty

Contractor Quoted Unit Price

Method Chosen:☒ Original Bid Price Acceptable?

☐ Contractor agrees to work at the Original Contract Bid Price adjusted for documented changes in material costs, equipment rates, mobilization, and/or site conditions, and bid price is reasonable compensation for the quantity of added work: include letter from contractor, and supporting documentation for adjustments (need price analysis) on CO Header

☐ Weighted Average Price (WAP) Comparison (must have at least 3 contracts)

Pay Item Catalog Date Range

to

PIC Qty Range

to

N/A ☐

Regional WAP

Statewide WAP

Printout of PIC
w/ Qty Range,
dates, prices
attached? ☐

☐ Comparison to Average of 3 Lowest Bidders (on contract, not item)

Average Price **\$0.00**

Bidder 1

Bidder 2

Bidder 3

Printout of 3
Lowest
Bidders on
the Contract
attached? ☐

☐ Price Analysis

☐ MURK 26/27 Price Analysis Worksheet attached and all documentation attached?

☐ Force Account Work (FAW)

☐ FE (Force Estimate) Estimate of Labor, Materials, and Equipment work up included?

☐ FAW (Final) Included with all MURK forms and documentation attached?

Project Conditions/Variance Explanation attached? ☐

Signature

Peter M. Teliska, P.E.

Digitally signed by Peter M. Teliska,
P.E.
Date: 2023.08.30 08:25:27 -04'00'

Date

8/30/23

Reset Form

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

COST ANALYSIS WORKSHEET (9/22)

Print Form

Contract D# **040218**Change Order # **9**

Field Change Payment #

CO Item Qty **168****Section 1 - Existing Contract Item**

Use the Item Analysis Report and CONR 22 Composite Report in BI to fill out the below information. Follow Added Work Cost Analysis Decision Flow Chart.

Item Spec No **304.11**Unit Bid Price **\$125.00**Bid Qty **300**Current Contract Qty **300**Major Item ☒Minor Item ☐75% Threshold **225**

Renegotiation Threshold

125% Threshold **375**

(200% and \$5,000 over original contract amount)

High Bid Item (over 125%) Yes ☐ No ☒**Section 2 - New Contract Item or Continuation of Existing Item**New Item Spec No **48304.11**Renegotiated Qty **93**Contractor Quoted Unit Price **\$135.46****Method Chosen:**

- ☐ Original Bid Price Acceptable?
- ☐ Contractor agrees to work at the Original Contract Bid Price adjusted for documented changes in material costs, equipment rates, mobilization, and/or site conditions, and bid price is reasonable compensation for the quantity of added work: include letter from contractor, and supporting documentation for adjustments (need price analysis) on CO Header
- ☒ Weighted Average Price (WAP) Comparison (must have at least 3 contracts)

Pay Item Catalog Date Range **Jan 1, 2022** to **Dec 31, 2022**PIC Qty Range **0** to **1,000** N/A ☐Regional WAP **\$135.46** Statewide WAP **\$135.46**

Printout of PIC w/ Qty Range, dates, prices attached? ☒

- ☐ Comparison to Average of 3 Lowest Bidders (on contract, not item)

Average Price **\$0.00**

Bidder 1

Bidder 2

Bidder 3

Printout of 3 Lowest Bidders on the Contract attached? ☐

- ☐ Price Analysis

☐ MURK 26/27 Price Analysis Worksheet attached and all documentation attached?

- ☐ Force Account Work (FAW)

☐ FE (Force Estimate) Estimate of Labor, Materials, and Equipment work up included?

☐ FAW (Final) Included with all MURK forms and documentation attached?

Project Conditions/Variance Explanation attached? ☐

Signature

[Signature]

Date

9-7-23

Pay Items Bid History Information US CUSTOMARY Items

Item Number	Special Spec?	Spec Status	Status Date	Units	Price Indicator	Specification Document	Issuing Document	Message
304.11		General Approval	12/21/2007	CY				
Description: SUBBASE COURSE, TYPE 1								

Search Pay Item Bid History

Quantity Range: to 1000Date Range for Price January to December 2022 ▼ or History: through

Region	Number of Projects	Quantity	Weighted Average Price			
☒ Statewide	13	1,619.00	\$135.46	Export Data		
D Number	Pin Number	Let Date	Project Description	Qty	Awarded Price	Extended Amt
D264903	510195	12/01/2022	BRIDGE REPLACEMENT, US Route 219, Town of Carrollton.	16.00	\$75.00	\$1,200.00
D264912	480665	11/17/2022	BRIDGE SUBSTRUCTURE REPAIRS AT VARIOUS LOCATIONS	490.00	\$90.00	\$44,100.00
D264696	975486	11/03/2022	MAIN STREET NY ROUTE 7 OVER GLENWOOD CREEK - CULVERT	8.00	\$201.66	\$1,613.28
D264898	780713	10/06/2022	CULVERT REPLACEMENT Rte 458 Over Tributary Of St Regis River	14.00	\$150.00	\$2,100.00
D264810	872972	09/01/2022	I287 over Metro North I287 over Midland Avenue	315.00	\$107.00	\$33,705.00
D264814	530837	07/07/2022	Intersection Improvements US 62 AT WARD ROAD AND WITMER ROAD	45.00	\$77.00	\$3,465.00
D264826	704433	06/16/2022	NYS RTE 30 OVER DUGWAY BROOK CULVERT REPLACEMENT CIN C720085	13.00	\$100.00	\$1,300.00
D264757	3LC001	04/21/2022	Oswego, Tompkins, LARGE CULVERT, various locations	64.00	\$96.00	\$6,144.00
D264753	275458	03/24/2022	Bridge NY 2018 Culvert Replacements- NYSDOT Region-2	36.00	\$100.00	\$3,600.00
D264749	X73168	03/02/2022	Bridge rehabilitation in Staten Island NY.	376.00	\$250.00	\$94,000.00
D264637	181088	02/17/2022	Large Culvert Replace or Rehabilitation R1 NYSDOT 5 Counties	122.00	\$131.00	\$15,982.00
D264710	111141	01/20/2022	BRIDGE DECK REPLACEMENT: NY Route 20 over Schoharie Creek	43.00	\$138.00	\$5,934.00
D264644	181192	01/20/2022	NYSDOT Region-1, Culvert Replacement Various Locations.	77.00	\$80.00	\$6,160.00
Total: 1,619.00						\$219,303.28

☒ 01	3	242.00	\$116.02	Export Data		
☒ 02	1	36.00	\$100.00	Export Data		
☒ 03	1	64.00	\$96.00	Export Data		
☒ 04	1	490.00	\$90.00	Export Data		

Pay Items Bid History

 05	2	61.00	\$76.48	Export Data  Print 
 07	2	27.00	\$125.93	Export Data  Print 
 08	1	315.00	\$107.00	Export Data  Print 
 09	1	8.00	\$201.66	Export Data  Print 
 11	1	376.00	\$250.00	Export Data  Print 

Reset Form

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

COST ANALYSIS WORKSHEET (9/22)

Print Form

Contract D# 040218

Change Order # 9

Field Change Payment #

CO Item Qty 42.47

Section 1 - Existing Contract Item

Use the Item Analysis Report and CONR 22 Composite Report in BI to fill out the below information. Follow Added Work Cost Analysis Decision Flow Chart.

Item Spec No 402.128103

Unit Bid Price \$150.00

Bid Qty 90

Current Contract Qty 90

Major Item ☐Minor Item ☒

75% Threshold

Renegotiation Threshold

180

125% Threshold

(200% and \$5,000 over original contract amount)

High Bid Item (over 125%) Yes ☐ No ☒

Section 2 - New Contract Item or Continuation of Existing Item

New Item Spec No

Renegotiated Qty

Contractor Quoted Unit Price

Method Chosen:

☒ Original Bid Price Acceptable?

☐ Contractor agrees to work at the Original Contract Bid Price adjusted for documented changes in material costs, equipment rates, mobilization, and/or site conditions, and bid price is reasonable compensation for the quantity of added work; include letter from contractor, and supporting documentation for adjustments (need price analysis) on CO Header

☐ Weighted Average Price (WAP) Comparison (must have at least 3 contracts)

Pay Item Catalog Date Range

to

PIC Qty Range

to

N/A ☐

Regional WAP

Statewide WAP

Printout of PIC w/ Qty Range, dates, prices attached? ☐

☐ Comparison to Average of 3 Lowest Bidders (on contract, not item)

Average Price

\$0.00

Bidder 1

Bidder 2

Bidder 3

Printout of 3 Lowest Bidders on the Contract attached? ☐

☐ Price Analysis

☐ MURK 26/27 Price Analysis Worksheet attached and all documentation attached?

☐ Force Account Work (FAW)

☐ FE (Force Estimate) Estimate of Labor, Materials, and Equipment work up included?

☐ FAW (Final) Included with all MURK forms and documentation attached?

Project Conditions/Variance Explanation attached? ☐

Signature Peter M. Teliska, P.E.

Digitally signed by Peter M. Teliska,
P.E.
Date: 2023.08.30 08:27:06 -04'00'

Date

8/30/23

Reset Form

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

COST ANALYSIS WORKSHEET (9/22)

Print Form

Contract D# 040218

Change Order # 9

Field Change Payment #

CO Item Qty 34.9

Section 1 - Existing Contract Item

Use the Item Analysis Report and CONR 22 Composite Report in BI to fill out the below information. Follow Added Work Cost Analysis Decision Flow Chart.

Item Spec No 402.198903

Unit Bid Price \$150.00

Bid Qty 120

Current Contract Qty 120

Major Item ☐Minor Item ☒

75% Threshold

Renegotiation Threshold
(200% and \$5,000 over
original contract amount)

240

125% Threshold

High Bid Item (over 125%) Yes ☐ No ☒**Section 2 - New Contract Item or Continuation of Existing Item**

New Item Spec No

Renegotiated Qty

Contractor Quoted Unit Price

Method Chosen:☒ Original Bid Price Acceptable?

☐ Contractor agrees to work at the Original Contract Bid Price adjusted for documented changes in material costs, equipment rates, mobilization, and/or site conditions, and bid price is reasonable compensation for the quantity of added work: include letter from contractor, and supporting documentation for adjustments (need price analysis) on CO Header

☐ Weighted Average Price (WAP) Comparison (must have at least 3 contracts)

Pay Item Catalog Date Range

to

PIC Qty Range

to

N/A ☐

Regional WAP

Statewide WAP

Printout of PIC
w/ Qty Range,
dates, prices
attached? ☐

☐ Comparison to Average of 3 Lowest Bidders (on contract, not item)

Average Price \$0.00

Bidder 1

Bidder 2

Bidder 3

Printout of 3
Lowest
Bidders on
the Contract
attached? ☐

☐ Price Analysis

☐ MURK 26/27 Price Analysis Worksheet attached and all documentation attached?

☐ Force Account Work (FAW)

☐ FE (Force Estimate) Estimate of Labor, Materials, and Equipment work up included?

☐ FAW (Final) Included with all MURK forms and documentation attached?

Project Conditions/Variance Explanation attached? ☐

Signature

Peter M. Teliska, P.E.

Digitally signed by Peter M. Teliska,
P.E.
Date: 2023.08.30 08:27:43 -04'00'

Date

8/30/23

Reset Form

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

COST ANALYSIS WORKSHEET (9/22)

Print Form

Contract D# 040218

Change Order # 9

Field Change Payment #

CO Item Qty 150.05

Section 1 - Existing Contract Item

Use the Item Analysis Report and CONR 22 Composite Report in BI to fill out the below information. Follow Added Work Cost Analysis Decision Flow Chart.

Item Spec No 402.378903

Unit Bid Price \$150.00

Bid Qty 450

Current Contract Qty 450

Major Item ☒Minor Item ☐

75% Threshold 337.5

Renegotiation Threshold
(200% and \$5,000 over
original contract amount)

125% Threshold 562.5

High Bid Item (over 125%) Yes ☐ No ☒**Section 2 - New Contract Item or Continuation of Existing Item**

New Item Spec No 48402.378903

Renegotiated Qty 37.55

Contractor Quoted Unit Price \$120.54

Method Chosen:

- ☐ Original Bid Price Acceptable?
- ☐ Contractor agrees to work at the Original Contract Bid Price adjusted for documented changes in material costs, equipment rates, mobilization, and/or site conditions, and bid price is reasonable compensation for the quantity of added work: include letter from contractor, and supporting documentation for adjustments (need price analysis) on CO Header

- ☒ Weighted Average Price (WAP) Comparison (must have at least 3 contracts)

Pay Item Catalog Date Range Jan 1, 2021 to Dec 31, 2022

PIC Qty Range to N/A ☒

Regional WAP Statewide WAP \$120.54

Printout of PIC
w/ Qty Range,
dates, prices
attached? ☒

- ☐ Comparison to Average of 3 Lowest Bidders (on contract, not item)

Average Price \$0.00

Bidder 1

Bidder 2

Bidder 3

Printout of 3
Lowest
Bidders on
the Contract
attached? ☐

- ☐ Price Analysis

☐ MURK 26/27 Price Analysis Worksheet attached and all documentation attached?

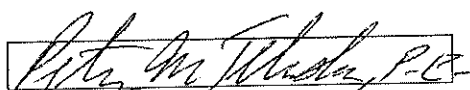
- ☐ Force Account Work (FAW)

☐ FE (Force Estimate) Estimate of Labor, Materials, and Equipment work up included?

☐ FAW (Final) Included with all MURK forms and documentation attached?

Project Conditions/Variance Explanation attached? ☐

Signature



Date

9-7-23

Pay Items Bid History Information US CUSTOMARY Items

Item Number	Special Spec?	Spec Status	Status Date	Units	Price Indicator	Specification Document	Issuing Document	Message
402.378903		Disapproved	01/01/2021	TON			EI 20-016	EI 20-016

Description: 37.5 F9 BASE COURSE HMA, 80 SERIES COMPACTION

Search Pay Item Bid History

Quantity Range: to Date Range for Price Select a Date Range or History: through 12/31/2022

Region	Number of Projects	Quantity	Weighted Average Price			
☐ Statewide	3	3,802.00	\$120.54	Export Data	Print	Print
D Number	Pin Number	Let Date	Project Description	Qty	Awarded Price	Extended Amt
D264440	558054	03/11/2021	HIGHWAY REHABILITATION PROJECT	2,400.00	\$112.00	\$268,800.00
D264378	606721	02/04/2021	I-86, Deck Replacements-8 Bridges, Steuben County	1,190.00	\$145.00	\$172,550.00
D264387	581366	01/07/2021	Pavement Maintenance/Impr_NY RTE 265_NIAGARA ST TO WITMER RD	212.00	\$80.00	\$16,960.00
Total: 3,802.00						\$458,310.00
☐ 05		2	2,612.00	\$109.40	Export Data	Print
☐ 06		1	1,190.00	\$145.00	Export Data	Print

Reset Form

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

COST ANALYSIS WORKSHEET (9/22)

Print Form

Contract D# 040218

Change Order # 9

Field Change Payment #

CO Item Qty -94

Section 1 - Existing Contract Item

Use the Item Analysis Report and CONR 22 Composite Report in BI to fill out the below information. Follow Added Work Cost Analysis Decision Flow Chart.

Item Spec No 407.0102

Unit Bid Price \$15.00

Bid Qty 300

Current Contract Qty 300

Major Item ☐Minor Item ☒

75% Threshold

Renegotiation Threshold

125% Threshold

(200% and \$5,000 over original contract amount)

600

High Bid Item (over 125%) Yes ☐ No ☒

Section 2 - New Contract Item or Continuation of Existing Item

New Item Spec No

Renegotiated Qty

Contractor Quoted Unit Price

Method Chosen:

☒ Original Bid Price Acceptable?

☐ Contractor agrees to work at the Original Contract Bid Price adjusted for documented changes in material costs, equipment rates, mobilization, and/or site conditions, and bid price is reasonable compensation for the quantity of added work: include letter from contractor, and supporting documentation for adjustments (need price analysis) on CO Header

☐ Weighted Average Price (WAP) Comparison (must have at least 3 contracts)

Pay Item Catalog Date Range

to

PIC Qty Range

to

N/A ☐

Regional WAP

Statewide WAP

Printout of PIC w/ Qty Range, dates, prices attached? ☐

☐ Comparison to Average of 3 Lowest Bidders (on contract, not item)

Average Price

\$0.00

Bidder 1

Bidder 2

Bidder 3

Printout of 3 Lowest Bidders on the Contract attached? ☐

☐ Price Analysis

☐ MURK 26/27 Price Analysis Worksheet attached and all documentation attached?

☐ Force Account Work (FAW)

☐ FE (Force Estimate) Estimate of Labor, Materials, and Equipment work up included?

☐ FAW (Final) Included with all MURK forms and documentation attached?

Project Conditions/Variance Explanation attached? ☐

Signature

Peter M. Teliska, P.E.

Digitally signed by Peter M. Teliska,
P.E.
Date: 2023.08.30 08:28:59 -04'00'

Date

8/30/23

Reset Form

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

COST ANALYSIS WORKSHEET (9/22)

Print Form

Contract D# 040218

Change Order # 9

Field Change Payment #

CO Item Qty -549

Section 1 - Existing Contract Item

Use the Item Analysis Report and CONR 22 Composite Report in BI to fill out the below information. Follow Added Work Cost Analysis Decision Flow Chart.

Item Spec No 520.0900001

Unit Bid Price \$7.00

Bid Qty 700

Current Contract Qty 700

Major Item ☐Minor Item ☒

75% Threshold

Renegotiation Threshold

(200% and \$5,000 over original contract amount)

1,400

125% Threshold

High Bid Item (over 125%) Yes ☐ No ☒

Section 2 - New Contract Item or Continuation of Existing Item

New Item Spec No

Renegotiated Qty

Contractor Quoted Unit Price

Method Chosen:

☒ Original Bid Price Acceptable?

☐ Contractor agrees to work at the Original Contract Bid Price adjusted for documented changes in material costs, equipment rates, mobilization, and/or site conditions, and bid price is reasonable compensation for the quantity of added work: include letter from contractor, and supporting documentation for adjustments (need price analysis) on CO Header

☐ Weighted Average Price (WAP) Comparison (must have at least 3 contracts)

Pay Item Catalog Date Range

to

PIC Qty Range

to

N/A ☐

Regional WAP

Statewide WAP

Printout of PIC w/ Qty Range, dates, prices attached? ☐

☐ Comparison to Average of 3 Lowest Bidders (on contract, not item)

Average Price \$0.00

Bidder 1

Bidder 2

Bidder 3

Printout of 3 Lowest Bidders on the Contract attached? ☐

☐ Price Analysis

☐ MURK 26/27 Price Analysis Worksheet attached and all documentation attached?

☐ Force Account Work (FAW)

☐ FE (Force Estimate) Estimate of Labor, Materials, and Equipment work up included?

☐ FAW (Final) Included with all MURK forms and documentation attached?

Project Conditions/Variance Explanation attached? ☐

Signature

Peter M. Teliska, P.E.

Digitally signed by Peter M. Teliska,
P.E.
Date: 2023.08.30 08:29:45 -04'00'

Date

8/30/23

Reset Form

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

COST ANALYSIS WORKSHEET (9/22)

Print Form

Contract D# **040218**Change Order # **9**

Field Change Payment #

CO Item Qty **-2,404**

Section 1 - Existing Contract Item

Use the Item Analysis Report and CONR 22 Composite Report in BI to fill out the below information. Follow Added Work Cost Analysis Decision Flow Chart.

Item Spec No **552.17**Unit Bid Price **\$1.00**Bid Qty **2,500**Current Contract Qty **2,500**Major Item ☐Minor Item ☒

75% Threshold

Renegotiation Threshold
(200% and \$5,000 over
original contract amount)**7,500**

125% Threshold

High Bid Item (over 125%) Yes ☐ No ☒

Section 2 - New Contract Item or Continuation of Existing Item

New Item Spec No

Renegotiated Qty

Contractor Quoted Unit Price

Method Chosen:

- ☒ Original Bid Price Acceptable?
- ☐ Contractor agrees to work at the Original Contract Bid Price adjusted for documented changes in material costs, equipment rates, mobilization, and/or site conditions, and bid price is reasonable compensation for the quantity of added work: include letter from contractor, and supporting documentation for adjustments (need price analysis) on CO Header
- ☐ Weighted Average Price (WAP) Comparison (must have at least 3 contracts)

Pay Item Catalog Date Range

to

PIC Qty Range

to

N/A ☐

Regional WAP

Statewide WAP

Printout of PIC
w/ Qty Range,
dates, prices
attached? ☐

- ☐ Comparison to Average of 3 Lowest Bidders (on contract, not item)

Average Price

\$0.00

Bidder 1

Bidder 2

Bidder 3

Printout of 3
Lowest
Bidders on
the Contract
attached? ☐

- ☐ Price Analysis

☐ MURK 26/27 Price Analysis Worksheet attached and all documentation attached?

- ☐ Force Account Work (FAW)

☐ FE (Force Estimate) Estimate of Labor, Materials, and Equipment work up included?

☐ FAW (Final) Included with all MURK forms and documentation attached?

Project Conditions/Variance Explanation attached? ☐

Signature

Peter M. Teliska, P.E.

Digitally signed by Peter M. Teliska,
P.E.
Date: 2023.08.30 08:30:18 -04'00'

Date

8/30/23

Reset Form

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

COST ANALYSIS WORKSHEET ^(9/22)

Print Form

Contract D# 040218

Change Order # 9

Field Change Payment #

CO Item Qty 5.5

Section 1 - Existing Contract Item

Use the Item Analysis Report and CONR 22 Composite Report in BI to fill out the below information. Follow Added Work Cost Analysis Decision Flow Chart.

Item Spec No 580.01

Unit Bid Price \$3,500.00

Bid Qty 15

Current Contract Qty 15

Major Item ☒Minor Item ☐

75% Threshold 11.25

Renegotiation Threshold

125% Threshold 18.75

(200% and \$5,000 over original contract amount)

High Bid Item (over 125%) Yes ☐ No ☒**Section 2 - New Contract Item or Continuation of Existing Item**

New Item Spec No 48580.01

Renegotiated Qty 1.75

Contractor Quoted Unit Price \$2,259.67

Method Chosen:

- ☐ Original Bid Price Acceptable?
- ☐ Contractor agrees to work at the Original Contract Bid Price adjusted for documented changes in material costs, equipment rates, mobilization, and/or site conditions, and bid price is reasonable compensation for the quantity of added work: include letter from contractor, and supporting documentation for adjustments (need price analysis) on CO Header

- ☒ Weighted Average Price (WAP) Comparison (must have at least 3 contracts)

Pay Item Catalog Date Range Jan 1, 2022 to Dec 31, 2022

PIC Qty Range to N/A ☒

Regional WAP Statewide WAP \$2,259.67

Printout of PIC w/ Qty Range, dates, prices attached? ☒

- ☐ Comparison to Average of 3 Lowest Bidders (on contract, not item)

Average Price \$0.00

Bidder 1

Bidder 2

Bidder 3

Printout of 3 Lowest Bidders on the Contract attached? ☐

- ☐ Price Analysis

☐ MURK 26/27 Price Analysis Worksheet attached and all documentation attached?

- ☐ Force Account Work (FAW)

☐ FE (Force Estimate) Estimate of Labor, Materials, and Equipment work up included?

☐ FAW (Final) Included with all MURK forms and documentation attached?

Project Conditions/Variance Explanation attached? ☐

Signature

Date

9-7-23

Pay Items Bid History Information US CUSTOMARY Items

Item Number	Special Spec?	Spec Status	Status Date	Units	Price Indicator	Specification Document	Issuing Document	Message
580.01		General Approval	04/04/2008	CY				
Description: REMOVAL OF STRUCTURAL CONCRETE								

Search Pay Item Bid History

Quantity Range: to Date Range for Price January to December 2022 ▼ or History: through

Region	Number of Projects	Quantity	Weighted Average Price			
☒ Statewide	40	2,646.80	\$2,259.67	Export Data	Print	
D Number	Pin Number	Let Date	Project Description	Qty	Awarded Price	Extended Amt
D264888	202969	12/15/2022	BRIDGE REPLACEMENTS, NYS Routes 5S, 5 & 168.	6.00	\$1,100.00	\$6,600.00
D264919	510192	12/15/2022	US 219_SNI Territory to I86 and NY 954_I86 to NY 417	21.00	\$2,200.00	\$46,200.00
D264912	480665	11/17/2022	BRIDGE SUBSTRUCTURE REPAIRS AT VARIOUS LOCATIONS	6.60	\$3,700.00	\$24,420.00
D264696	975486	11/03/2022	MAIN STREET NY ROUTE 7 OVER GLENWOOD CREEK - CULVERT	5.00	\$2,408.53	\$12,042.65
D264890	439097	11/03/2022	BRIDGE SUPERSTRUCTURE REPLACEMENTS - I-390 over Plaza Dr. in	44.20	\$2,500.00	\$110,500.00
D264882	906784	10/20/2022	2021 BRIDGE DECK PROGRAM - ROUTE 17 BRIDGES	847.00	\$1,520.00	\$1,287,440.00
D264851	005931	10/06/2022	Bridge Rehabilitation Project WB NY 27 at Barnes Road	11.00	\$4,917.00	\$54,087.00
D264881	906781	10/06/2022	ROUTE 17 OVER CR 28 JOINT REPAIRS	50.00	\$1,800.00	\$90,000.00
D264871	610013	09/15/2022	Rte. 226 over Unknown Creek and Rte. 226 over Sonora Brook	46.00	\$1,500.00	\$69,000.00
D264810	872972	09/01/2022	I287 over Metro North I287 over Midland Avenue	178.00	\$3,700.00	\$658,600.00
D264847	213457	08/18/2022	RT. 5 FRENCH RD. INTERCHANGE BRIDGE REHABILITATION	122.00	\$2,000.00	\$244,000.00
D264845	606735	08/04/2022	Bridge Deck Overlays and Joint Repairs	74.00	\$3,000.00	\$222,000.00
D264741	3RED05	08/04/2022	CR 5 (Lake Street) Retaining Wall Improvement Project	2.00	\$100.00	\$200.00
D264816	810145	07/21/2022	Hutchinson River Parkway Service Station, NYSDOT R-8	8.00	\$2,100.00	\$16,800.00
D264756	181082	07/07/2022	Bridge Preservation, Northern counties in NYSDOT Region-1	83.00	\$2,825.00	\$234,475.00
D264751	901339	06/02/2022	RTE 17 EXIT 105 AND RTE 42 RAMP RECON, RTE 42 IMPROVEMENTS	85.00	\$1,700.00	\$144,500.00
D264771	6CUL22	04/07/2022	Culvert Repair (Clarksville) NY 305 & NY 417 (Andover) NY	32.00	\$2,300.00	\$73,600.00
D264744	200808	03/24/2022	ROUTE 162 PAVEMENT REHABILITATION:	11.00	\$4,200.00	\$46,200.00

D Number	Pin Number	Let Date	Project Description	Qty	Awarded Price	Extended Amt
D264760	302815	03/10/2022	BRIDGE REHABILITATION, TOWN OF PREBLE, NY 281 OVER I-81	73.00	\$3,500.00	\$255,500.00
D264703	X73173	03/03/2022	Gowanus Expr (I-278) Viaduct Repairs & Painting	25.00	\$2,000.00	\$50,000.00
D264749	X73168	03/02/2022	Bridge rehabilitation in Staten Island NY.	154.00	\$6,000.00	\$924,000.00
D264716	581323	02/17/2022	Rehabilitation of Two Bridges - BIN 1024450 and BIN 1045700	18.00	\$2,250.00	\$40,500.00
D264745	680614	02/17/2022	Bridge Bearing Project, Three Locations NYSDOT R-6	14.00	\$3,650.00	\$51,100.00
D264729	202971	02/17/2022	DECK REPLACEMENT ROUTE 5S OVER AURIES CREEK (BIN 1002910)	36.00	\$1,300.00	\$46,800.00
D264728	202970	02/17/2022	Bridge Deck Replacement, SR-5S OVER SR-51 VILLAGE OF ILION	10.00	\$2,600.00	\$26,000.00
D264699	X73175	02/16/2022	Deck Replacement Staten Island Expy / I-278 Richmond Ave	200.00	\$600.00	\$120,000.00
D264739	680655	02/03/2022	UHPC Bridge Deck Overlays on Seven (7) Bridges	5.00	\$6,000.00	\$30,000.00
D264732	935850	02/03/2022	I88 CONNECTOR, TOWN OF CHENANGO, BRIDGE OVERLAYS	62.00	\$1,950.00	\$120,900.00
D264730	780746	02/03/2022	BRIDGE DECK PROGRAM, Towns of Massena, Watertown	11.00	\$4,800.00	\$52,800.00
D264689	0BDP04	02/03/2022	Bridge Deck Overlay Town of Oyster Bay and Brookhaven	24.00	\$7,000.00	\$168,000.00
D264649	X22869	02/03/2022	Bridge Replace & Mobility Improvements(LIE) EB AUX LANE	7.00	\$8,000.00	\$56,000.00
D264710	111141	01/20/2022	BRIDGE DECK REPLACEMENT: NY Route 20 over Schoharie Creek	18.00	\$1,500.00	\$27,000.00
D264674	403194	01/20/2022	BRIDGE REHABILITATION, NY ROUTE 31 OVER THE ERIE CANAL	31.00	\$2,400.00	\$74,400.00
D264494	780646	01/20/2022	BRIDGE REHABILITATION, MAINTENANCE BY CONTRACT NYSDOT R7	47.00	\$3,000.00	\$141,000.00
D264682	0BDP03	01/20/2022	BRIDGE DECK OVERLAY, Four Bridge decks	90.00	\$100.00	\$9,000.00
D264685	0BDP02	01/20/2022	Bridge Deck Replacement NY 27 over Hubbards Path, Babylon	28.00	\$3,000.00	\$84,000.00
D264640	911134	01/06/2022	Deck Replacement US Rte 20 Over NY Rte 166, Cherry Valley	69.00	\$1,500.00	\$103,500.00
D264680	581324	01/06/2022	General Bridge Repairs in Ellery, Gerry, Hinsdale, Portville	21.00	\$2,500.00	\$52,500.00
D264632	380750	01/06/2022	NYSDOT Region-3, BRIDGE DECK AND JOINT REPAIR	63.00	\$3,100.00	\$195,300.00
D264655	403108	01/06/2022	PAVEMENT RESURFACING Route 31, Route 96, Route 64	9.00	\$1,325.00	\$11,925.00
Total:				2,646.80		\$5,980,889.65
01	2	101.00	\$2,588.86	Export Data		
02	5	185.00	\$1,997.84	Export Data		
03	3	138.00	\$3,268.12	Export Data		
04	4	90.80	\$2,436.62	Export Data		
05	3	60.00	\$2,320.00	Export Data		
06	5	171.00	\$2,606.43	Export Data		

 07	2	58.00	\$3,341.38	Export Data  Print 
 08	2	186.00	\$3,631.18	Export Data  Print 
 09	6	1,118.00	\$1,572.79	Export Data  Print 
 10	4	153.00	\$2,059.39	Export Data  Print 
 11	4	386.00	\$2,979.27	Export Data  Print 

Reset Form

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

COST ANALYSIS WORKSHEET (9/22)

Print Form

Contract D# 040218

Change Order # 9

Field Change Payment #

CO Item Qty -960

Section 1 - Existing Contract Item

Use the Item Analysis Report and CONR 22 Composite Report in BI to fill out the below information. Follow Added Work Cost Analysis Decision Flow Chart.

Item Spec No 581.01

Unit Bid Price \$1.00

Bid Qty 2,000

Current Contract Qty 2,000

Major Item ☐Minor Item ☒

75% Threshold

Renegotiation Threshold
(200% and \$5,000 over
original contract amount)

7,000

125% Threshold

High Bid Item (over 125%) Yes ☐ No ☒**Section 2 - New Contract Item or Continuation of Existing Item**

New Item Spec No

Renegotiated Qty

Contractor Quoted Unit Price

Method Chosen:

- ☒ Original Bid Price Acceptable?
- ☐ Contractor agrees to work at the Original Contract Bid Price adjusted for documented changes in material costs, equipment rates, mobilization, and/or site conditions, and bid price is reasonable compensation for the quantity of added work: include letter from contractor, and supporting documentation for adjustments (need price analysis) on CO Header

- ☐ Weighted Average Price (WAP) Comparison (must have at least 3 contracts)

Pay Item Catalog Date Range

to

PIC Qty Range

to

N/A ☐

Regional WAP

Statewide WAP

Printout of PIC
w/ Qty Range,
dates, prices
attached? ☐

- ☐ Comparison to Average of 3 Lowest Bidders (on contract, not item)

Average Price

\$0.00

Bidder 1

Bidder 2

Bidder 3

Printout of 3
Lowest
Bidders on
the Contract
attached? ☐

- ☐ Price Analysis

☐ MURK 26/27 Price Analysis Worksheet attached and all documentation attached?

- ☐ Force Account Work (FAW)

☐ FE (Force Estimate) Estimate of Labor, Materials, and Equipment work up included?

☐ FAW (Final) Included with all MURK forms and documentation attached?

Project Conditions/Variance Explanation attached? ☐

Signature

Peter M. Teliska, P.E.

Digitally signed by Peter M. Teliska,
P.E.
Date: 2023.08.30 08:31:39 -04'00'

Date

8/30/23

Reset Form

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

COST ANALYSIS WORKSHEET ^(9/22)

Print Form

Contract D# **040218**Change Order # **9**

Field Change Payment #

CO Item Qty **68.5****Section 1 - Existing Contract Item**

Use the Item Analysis Report and CONR 22 Composite Report in BI to fill out the below information. Follow Added Work Cost Analysis Decision Flow Chart.

Item Spec No **608.01030008**Unit Bid Price **\$165.00**Bid Qty **180**Current Contract Qty **180**Major Item ☒Minor Item ☐75% Threshold **135**Renegotiation Threshold
(200% and \$5,000 over
original contract amount)125% Threshold **225**High Bid Item (over 125%) Yes ☐ No ☒**Section 2 - New Contract Item or Continuation of Existing Item**New Item Spec No **48608.01030008**Renegotiated Qty **23.5**Contractor Quoted Unit Price **\$178.08****Method Chosen:**

- ☐ Original Bid Price Acceptable?
- ☐ Contractor agrees to work at the Original Contract Bid Price adjusted for documented changes in material costs, equipment rates, mobilization, and/or site conditions, and bid price is reasonable compensation for the quantity of added work: include letter from contractor, and supporting documentation for adjustments (need price analysis) on CO Header

- ☒ Weighted Average Price (WAP) Comparison (must have at least 3 contracts)

Pay Item Catalog Date Range **Jan 1, 2021** to **Dec 31, 2022**PIC Qty Range to N/A ☒Regional WAP Statewide WAP **\$178.08**

Printout of PIC
w/ Qty Range,
dates, prices
attached? ☒

- ☐ Comparison to Average of 3 Lowest Bidders (on contract, not item)

Average Price **\$0.00**

Bidder 1

Bidder 2

Bidder 3

Printout of 3
Lowest
Bidders on
the Contract
attached? ☐

- ☐ Price Analysis

☐ MURK 26/27 Price Analysis Worksheet attached and all documentation attached?

- ☐ Force Account Work (FAW)

☐ FE (Force Estimate) Estimate of Labor, Materials, and Equipment work up included?

☐ FAW (Final) Included with all MURK forms and documentation attached?

Project Conditions/Variance Explanation attached? ☐

Signature

[Signature]

Date

9-7-23

Pay Items Bid History Information US CUSTOMARY Items

Item Number	Special Spec?	Spec Status	Status Date	Units	Price Indicator	Specification Document	Issuing Document	Message
608.01030008	✓	General Approval	01/07/2013	SY		608.01030008.pdf		

Description: REMOVAL AND REPLACEMENT OF CONCRETE SIDEWALK AND SUBBASE COURSE

Search Pay Item Bid History

Quantity Range: to Date Range for Price Select a Date Range ▼ or 01/01/2021 History: through 12/31/2022 

Region	Number of Projects	Quantity	Weighted Average Price			
☒ Statewide	4	1,362.00	\$178.08	Export Data		Print 
D Number	Pin Number	Let Date	Project Description	Qty	Awarded Price	Extended Amt
D264656	213455	01/06/2022	PAVEMENT Rehabilitation,ROUTE 5 AND ROUTE 334, Fonda	407.00	\$255.00	\$103,785.00
D264379	XM2051	03/11/2021	BRIDGE MAINTENANCE REPAIRS AT VARIOUS LOCATIONS in NY City	14.00	\$160.00	\$2,240.00
D264405	480649	01/21/2021	BRIDGE DECK PREVENTIVE MAINTENANCE AT 8 LOCATIONS	12.00	\$925.00	\$11,100.00
D264381	211805	01/07/2021	Asphalt Concrete Rehabilitation, Village of Herkimer	929.00	\$135.00	\$125,415.00
Total: 1,362.00						\$242,540.00
 02		2	1,336.00	\$171.56	Export Data	 Print 
 04		1	12.00	\$925.00	Export Data	 Print 
 11		1	14.00	\$160.00	Export Data	 Print 

Reset Form

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

COST ANALYSIS WORKSHEET ^(9/22)

Print Form

Contract D# 040218

Change Order # 9

Field Change Payment #

CO Item Qty 67

Section 1 - Existing Contract Item

Use the Item Analysis Report and CONR 22 Composite Report in BI to fill out the below information. Follow Added Work Cost Analysis Decision Flow Chart.

Item Spec No 609.0402

Unit Bid Price \$40.00

Bid Qty 320

Current Contract Qty 320

Major Item ☐Minor Item ☒

75% Threshold

Renegotiation Threshold
(200% and \$5,000 over
original contract amount)

640

125% Threshold

High Bid Item (over 125%) Yes ☐ No ☒

Section 2 - New Contract Item or Continuation of Existing Item

New Item Spec No

Renegotiated Qty

Contractor Quoted Unit Price

Method Chosen:

- ☒ Original Bid Price Acceptable?
- ☐ Contractor agrees to work at the Original Contract Bid Price adjusted for documented changes in material costs, equipment rates, mobilization, and/or site conditions, and bid price is reasonable compensation for the quantity of added work: include letter from contractor, and supporting documentation for adjustments (need price analysis) on CO Header

- ☐ Weighted Average Price (WAP) Comparison (must have at least 3 contracts)

Pay Item Catalog Date Range

to

PIC Qty Range

to

N/A ☐

Regional WAP

Statewide WAP

Printout of PIC
w/ Qty Range,
dates, prices
attached? ☐

- ☐ Comparison to Average of 3 Lowest Bidders (on contract, not item)

Average Price

\$0.00

Bidder 1

Bidder 2

Bidder 3

Printout of 3
Lowest
Bidders on
the Contract
attached? ☐

- ☐ Price Analysis

☐ MURK 26/27 Price Analysis Worksheet attached and all documentation attached?

- ☐ Force Account Work (FAW)

☐ FE (Force Estimate) Estimate of Labor, Materials, and Equipment work up included?

☐ FAW (Final) Included with all MURK forms and documentation attached?

Project Conditions/Variance Explanation attached? ☐

Signature

Peter M. Teliska, P.E.

Digitally signed by Peter M. Teliska,
P.E.
Date: 2023.08.30 08:32:49 -04'00'

Date

8/30/23

Reset Form

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

COST ANALYSIS WORKSHEET (9/22)

Print Form

Contract D# **040218**Change Order # **9**

Field Change Payment #

CO Item Qty **67**

Section 1 - Existing Contract Item

Use the Item Analysis Report and CONR 22 Composite Report in BI to fill out the below information. Follow Added Work Cost Analysis Decision Flow Chart.

Item Spec No **609.06010008**Unit Bid Price **\$15.00**Bid Qty **320**Current Contract Qty **320**Major Item ☐Minor Item ☒

75% Threshold

Renegotiation Threshold
(200% and \$5,000 over
original contract amount)**653.33**

125% Threshold

High Bid Item (over 125%) Yes ☐ No ☒

Section 2 - New Contract Item or Continuation of Existing Item

New Item Spec No

Renegotiated Qty

Contractor Quoted Unit Price

Method Chosen:

- ☒ Original Bid Price Acceptable?
- ☐ Contractor agrees to work at the Original Contract Bid Price adjusted for documented changes in material costs, equipment rates, mobilization, and/or site conditions, and bid price is reasonable compensation for the quantity of added work: include letter from contractor, and supporting documentation for adjustments (need price analysis) on CO Header

- ☐ Weighted Average Price (WAP) Comparison (must have at least 3 contracts)

Pay Item Catalog Date Range

to

PIC Qty Range

to

N/A ☐

Regional WAP

Statewide WAP

Printout of PIC
w/ Qty Range,
dates, prices
attached? ☐

- ☐ Comparison to Average of 3 Lowest Bidders (on contract, not item)

Average Price

\$0.00

Bidder 1

Bidder 2

Bidder 3

Printout of 3
Lowest
Bidders on
the Contract
attached? ☐

- ☐ Price Analysis

☐ MURK 26/27 Price Analysis Worksheet attached and all documentation attached?

- ☐ Force Account Work (FAW)

☐ FE (Force Estimate) Estimate of Labor, Materials, and Equipment work up included?

☐ FAW (Final) Included with all MURK forms and documentation attached?

Project Conditions/Variance Explanation attached? ☐

Signature

Peter M. Teliska, P.E.

Digitally signed by Peter M. Teliska,
P.E.
Date: 2023.08.30 08:33:24 -04'00'

Date

8/30/23

Reset Form

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

COST ANALYSIS WORKSHEET ^(9/22)

Print Form

Contract D# 040218

Change Order # 9

Field Change Payment #

CO Item Qty -7

Section 1 - Existing Contract Item

Use the Item Analysis Report and CONR 22 Composite Report in BI to fill out the below information. Follow Added Work Cost Analysis Decision Flow Chart.

Item Spec No 610.1402

Unit Bid Price \$75.00

Bid Qty 30

Current Contract Qty 30

Major Item ☐Minor Item ☒

75% Threshold

Renegotiation Threshold
(200% and \$5,000 over
original contract amount)

96.67

125% Threshold

High Bid Item (over 125%) Yes ☐ No ☒

Section 2 - New Contract Item or Continuation of Existing Item

New Item Spec No

Renegotiated Qty

Contractor Quoted Unit Price

Method Chosen:

☒ Original Bid Price Acceptable?

☐ Contractor agrees to work at the Original Contract Bid Price adjusted for documented changes in material costs, equipment rates, mobilization, and/or site conditions, and bid price is reasonable compensation for the quantity of added work: include letter from contractor, and supporting documentation for adjustments (need price analysis) on CO Header

☐ Weighted Average Price (WAP) Comparison (must have at least 3 contracts)

Pay Item Catalog Date Range

to

PIC Qty Range

to

N/A ☐

Regional WAP

Statewide WAP

Printout of PIC
w/ Qty Range,
dates, prices
attached? ☐

☐ Comparison to Average of 3 Lowest Bidders (on contract, not item)

Average Price \$0.00

Bidder 1

Bidder 2

Bidder 3

Printout of 3
Lowest
Bidders on
the Contract
attached? ☐

☐ Price Analysis

☐ MURK 26/27 Price Analysis Worksheet attached and all documentation attached?

☐ Force Account Work (FAW)

☐ FE (Force Estimate) Estimate of Labor, Materials, and Equipment work up included?

☐ FAW (Final) Included with all MURK forms and documentation attached?

Project Conditions/Variance Explanation attached? ☐

Signature

Peter M. Teliska, P.E.

Digitally signed by Peter M. Teliska,
P.E.
Date: 2023.08.30 08:35:27 -04'00'

Date

8/30/23

Reset Form

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

COST ANALYSIS WORKSHEET (9/22)

Print Form

Contract D# 040218

Change Order # 9

Field Change Payment #

CO Item Qty -40

Section 1 - Existing Contract Item

Use the Item Analysis Report and CONR 22 Composite Report in BI to fill out the below information. Follow Added Work Cost Analysis Decision Flow Chart.

Item Spec No 610.1601

Unit Bid Price \$10.00

Bid Qty 200

Current Contract Qty 200

Major Item ☐Minor Item ☒

75% Threshold

Renegotiation Threshold
(200% and \$5,000 over
original contract amount)

700

125% Threshold

High Bid Item (over 125%) Yes ☐ No ☒**Section 2 - New Contract Item or Continuation of Existing Item**

New Item Spec No

Renegotiated Qty

Contractor Quoted Unit Price

Method Chosen:☒ Original Bid Price Acceptable?

☐ Contractor agrees to work at the Original Contract Bid Price adjusted for documented changes in material costs, equipment rates, mobilization, and/or site conditions, and bid price is reasonable compensation for the quantity of added work: include letter from contractor, and supporting documentation for adjustments (need price analysis) on CO Header

☐ Weighted Average Price (WAP) Comparison (must have at least 3 contracts)

Pay Item Catalog Date Range

to

PIC Qty Range

to

N/A ☐

Regional WAP

Statewide WAP

Printout of PIC
w/ Qty Range,
dates, prices
attached? ☐

☐ Comparison to Average of 3 Lowest Bidders (on contract, not item)

Average Price

\$0.00

Bidder 1

Bidder 2

Bidder 3

Printout of 3
Lowest
Bidders on
the Contract
attached? ☐

☐ Price Analysis

☐ MURK 26/27 Price Analysis Worksheet attached and all documentation attached?

☐ Force Account Work (FAW)

☐ FE (Force Estimate) Estimate of Labor, Materials, and Equipment work up included?

☐ FAW (Final) Included with all MURK forms and documentation attached?

Project Conditions/Variance Explanation attached? ☐

Signature

Peter M. Teliska, P.E.
Digitally signed by Peter M. Teliska,
P.E.
Date: 2023.08.30 08:35:59 -04'00'

Date

8/30/23

Reset Form

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

COST ANALYSIS WORKSHEET (9/22)

Print Form

Contract D# 040218

Change Order # 9

Field Change Payment #

CO Item Qty -10

Section 1 - Existing Contract Item

Use the Item Analysis Report and CONR 22 Composite Report in BI to fill out the below information. Follow Added Work Cost Analysis Decision Flow Chart.

Item Spec No 663.0110

Unit Bid Price \$220.00

Bid Qty 150

Current Contract Qty 150

Major Item ☒Minor Item ☐

75% Threshold 112.5

Renegotiation Threshold
(200% and \$5,000 over
original contract amount)

125% Threshold 187.5

High Bid Item (over 125%) Yes ☐ No ☒**Section 2 - New Contract Item or Continuation of Existing Item**

New Item Spec No

Renegotiated Qty

Contractor Quoted Unit Price

Method Chosen:

- ☒ Original Bid Price Acceptable?
- ☐ Contractor agrees to work at the Original Contract Bid Price adjusted for documented changes in material costs, equipment rates, mobilization, and/or site conditions, and bid price is reasonable compensation for the quantity of added work: include letter from contractor, and supporting documentation for adjustments (need price analysis) on CO Header

- ☐ Weighted Average Price (WAP) Comparison (must have at least 3 contracts)

Pay Item Catalog Date Range

to

PIC Qty Range

to

N/A ☐

Regional WAP

Statewide WAP

Printout of PIC
w/ Qty Range,
dates, prices
attached? ☐

- ☐ Comparison to Average of 3 Lowest Bidders (on contract, not item)

Average Price

\$0.00

Bidder 1

Bidder 2

Bidder 3

Printout of 3
Lowest
Bidders on
the Contract
attached? ☐

- ☐ Price Analysis

☐ MURK 26/27 Price Analysis Worksheet attached and all documentation attached?

- ☐ Force Account Work (FAW)

☐ FE (Force Estimate) Estimate of Labor, Materials, and Equipment work up included?

☐ FAW (Final) Included with all MURK forms and documentation attached?

Project Conditions/Variance Explanation attached? ☐

Signature

Peter M. Teliska, P.E.
Digitally signed by Peter M. Teliska,
P.E.
Date: 2023.08.30 08:37:08 -04'00'

Date

8/30/23

Reset Form

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

COST ANALYSIS WORKSHEET (9/22)

Print Form

Contract D# **040218**Change Order # **9**

Field Change Payment #

CO Item Qty **-150****Section 1 - Existing Contract Item**

Use the Item Analysis Report and CONR 22 Composite Report in BI to fill out the below information. Follow Added Work Cost Analysis Decision Flow Chart.

Item Spec No **663.241003**Unit Bid Price **\$66.00**Bid Qty **150**Current Contract Qty **150**Major Item ☐Minor Item ☒

75% Threshold

Renegotiation Threshold
(200% and \$5,000 over
original contract amount)**300**

125% Threshold

High Bid Item (over 125%) Yes ☐ No ☒**Section 2 - New Contract Item or Continuation of Existing Item**

New Item Spec No

Renegotiated Qty

Contractor Quoted Unit Price

Method Chosen:

- ☒ Original Bid Price Acceptable?
- ☐ Contractor agrees to work at the Original Contract Bid Price adjusted for documented changes in material costs, equipment rates, mobilization, and/or site conditions, and bid price is reasonable compensation for the quantity of added work: include letter from contractor, and supporting documentation for adjustments (need price analysis) on CO Header

- ☐ Weighted Average Price (WAP) Comparison (must have at least 3 contracts)

Pay Item Catalog Date Range

to

PIC Qty Range

to

N/A ☐

Regional WAP

Statewide WAP

Printout of PIC
w/ Qty Range,
dates, prices
attached? ☐

- ☐ Comparison to Average of 3 Lowest Bidders (on contract, not item)

Average Price

\$0.00

Bidder 1

Bidder 2

Bidder 3

Printout of 3
Lowest
Bidders on
the Contract
attached? ☐

- ☐ Price Analysis

☐ MURK 26/27 Price Analysis Worksheet attached and all documentation attached?

- ☐ Force Account Work (FAW)

☐ FE (Force Estimate) Estimate of Labor, Materials, and Equipment work up included?

☐ FAW (Final) Included with all MURK forms and documentation attached?

Project Conditions/Variance Explanation attached? ☐

Signature

Peter M. Teliska, P.E.

Digitally signed by Peter M. Teliska,
P.E.
Date: 2023.08.30 08:38:16 -04'00'

Date

8/30/23

Reset Form

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

COST ANALYSIS WORKSHEET (9/22)

Print Form

Contract D# 040218

Change Order # 9

Field Change Payment #

CO Item Qty -10

Section 1 - Existing Contract Item

Use the Item Analysis Report and CONR 22 Composite Report in BI to fill out the below information. Follow Added Work Cost Analysis Decision Flow Chart.

Item Spec No 663.4110

Unit Bid Price \$66.00

Bid Qty 150

Current Contract Qty 150

Major Item ☐Minor Item ☒

75% Threshold

Renegotiation Threshold
(200% and \$5,000 over
original contract amount)

300

125% Threshold

High Bid Item (over 125%) Yes ☐ No ☒

Section 2 - New Contract Item or Continuation of Existing Item

New Item Spec No

Renegotiated Qty

Contractor Quoted Unit Price

Method Chosen:

☒ Original Bid Price Acceptable?

☐ Contractor agrees to work at the Original Contract Bid Price adjusted for documented changes in material costs, equipment rates, mobilization, and/or site conditions, and bid price is reasonable compensation for the quantity of added work: include letter from contractor, and supporting documentation for adjustments (need price analysis) on CO Header

☐ Weighted Average Price (WAP) Comparison (must have at least 3 contracts)

Pay Item Catalog Date Range

to

PIC Qty Range

to

N/A ☐

Regional WAP

Statewide WAP

Printout of PIC
w/ Qty Range,
dates, prices
attached? ☐

☐ Comparison to Average of 3 Lowest Bidders (on contract, not item)

Average Price \$0.00

Bidder 1

Bidder 2

Bidder 3

Printout of 3
Lowest
Bidders on
the Contract
attached? ☐

☐ Price Analysis

☐ MURK 26/27 Price Analysis Worksheet attached and all documentation attached?

☐ Force Account Work (FAW)

☐ FE (Force Estimate) Estimate of Labor, Materials, and Equipment work up included?

☐ FAW (Final) Included with all MURK forms and documentation attached?

Project Conditions/Variance Explanation attached? ☐

Signature

Peter M. Teliska, P.E.
Digitally signed by Peter M. Teliska,
P.E.
Date: 2023.08.30 08:37:40 -04'00'

Date

8/30/23

Reset Form

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

COST ANALYSIS WORKSHEET (9/22)

Print Form

Contract D# **040218**Change Order # **9**

Field Change Payment #

CO Item Qty **2****Section 1 - Existing Contract Item**

Use the Item Analysis Report and CONR 22 Composite Report in BI to fill out the below information. Follow Added Work Cost Analysis Decision Flow Chart.

Item Spec No

Unit Bid Price

Bid Qty

Current Contract Qty

Major Item ☐Minor Item ☐

75% Threshold

Renegotiation Threshold
(200% and \$5,000 over
original contract amount)

125% Threshold

High Bid Item (over 125%) Yes ☐ No ☐**Section 2 - New Contract Item or Continuation of Existing Item**New Item Spec No **48614.060304**Renegotiated Qty **2**Contractor Quoted Unit Price **\$1,527.45****Method Chosen:**

- ☐ Original Bid Price Acceptable?
- ☐ Contractor agrees to work at the Original Contract Bid Price adjusted for documented changes in material costs, equipment rates, mobilization, and/or site conditions, and bid price is reasonable compensation for the quantity of added work: include letter from contractor, and supporting documentation for adjustments (need price analysis) on CO Header
- ☒ Weighted Average Price (WAP) Comparison (must have at least 3 contracts)

Pay Item Catalog Date Range **Oct 27, 2021** to **Oct 27, 2022**PIC Qty Range **1** to **3** N/A ☐Regional WAP **\$1,527.45** Statewide WAPPrintout of PIC
w/ Qty Range,
dates, prices
attached? ☒

- ☐ Comparison to Average of 3 Lowest Bidders (on contract, not item)

Average Price **\$0.00**

Bidder 1

Bidder 2

Bidder 3

Printout of 3
Lowest
Bidders on
the Contract
attached? ☐

- ☐ Price Analysis

☐ MURK 26/27 Price Analysis Worksheet attached and all documentation attached?

- ☐ Force Account Work (FAW)

☐ FE (Force Estimate) Estimate of Labor, Materials, and Equipment work up included?

☐ FAW (Final) Included with all MURK forms and documentation attached?

Project Conditions/Variance Explanation attached? ☐

Signature

 Peter M. Teliska, P.E.
Digitally signed by Peter M. Teliska,
P.E.
Date: 2023.08.30 08:36:33 -04'00'

Date

8/30/23

Pay Items Bid History Information US CUSTOMARY Items

Item Number	Special Spec?	Spec Status	Status Date	Units	Price Indicator	Specification Document	Issuing Document	Message
614.060304		General Approval	09/06/2012	EACH			EI 12-001	EI 12-001

Description: TREE REMOVAL OVER 12 INCHES TO 18 INCHES DIAMETER BREASTHEIGHT - STUMPS GRUBBED

Search Pay Item Bid History

Quantity Range: 1 to 3

Date Range for Price | Select a Date Range



or

10/27/2021



History: through 10/27/2022



Search

Reset

Region	Number of Projects	Quantity	Weighted Average Price				
☒ Statewide	11	20.00	\$1,527.45	Export Data		Print	
D Number	Pin Number	Let Date	Project Description	Qty	Awarded Price	Extended Amt	
D264814	530837	07/07/2022	Intersection Improvements US 62 AT WARD ROAD AND WITMER ROAD	2.00	\$1,582.00	\$3,164.00	
D264798	581371	06/02/2022	Overhead and Ground Mounted Sign Replacements, NYSDOT R-5	3.00	\$1,575.00	\$4,725.00	
D264790	409660	05/05/2022	NY Routes 96 and 250 Pavement Resurfacing, Town of Perinton	3.00	\$980.00	\$2,940.00	
D264767	541057	03/24/2022	Mill & fill & Maintenance NY Rte 957A Niagara Scenic Parkway	1.00	\$4,500.00	\$4,500.00	
D264734	459024	02/17/2022	NY Route 590 & NY Route 104 Pavement Rehabilitation	2.00	\$1,550.00	\$3,100.00	
D264698	581441	01/06/2022	HIGHWAY REHABILITATION PROJECT ROUTE 61	2.00	\$1,000.00	\$2,000.00	
D264655	403108	01/06/2022	PAVEMENT RESURFACING Route 31, Route 96, Route 64	1.00	\$1,550.00	\$1,550.00	
D264668	881436	12/16/2021	ADA SIDEWALKS AND RAMPS: EASTERN ORANGE COUNTY	1.00	\$1,200.00	\$1,200.00	
D264671	609634	12/16/2021	Sidewalks & safety improvements NY 36 AND NY 248 Canisteo, N	1.00	\$3,000.00	\$3,000.00	
D264659	803048	12/02/2021	PAVING ROUTE 59 & SIDEWALK IMPROVEMENTS	3.00	\$990.00	\$2,970.00	
D264616	403375	11/04/2021	Route 33A maintenance paving from Route 252 to Westside Dr	1.00	\$1,400.00	\$1,400.00	
Total: 20.00						\$30,549.00	
☒ 04	4	7.00	\$1,284.29	Export Data		Print	
☒ 05	4	8.00	\$1,798.63	Export Data		Print	
☒ 06	1	1.00	\$3,000.00	Export Data		Print	
☒ 08	2	4.00	\$1,042.50	Export Data		Print	

Reset Form

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

COST ANALYSIS WORKSHEET (9/22)

Print Form

Contract D# **040218**Change Order # **9**

Field Change Payment #

CO Item Qty **235****Section 1 - Existing Contract Item**

Use the Item Analysis Report and CONR 22 Composite Report in BI to fill out the below information. Follow Added Work Cost Analysis Decision Flow Chart.

Item Spec No

Unit Bid Price

Bid Qty

Current Contract Qty

Major Item ☐Minor Item ☐

75% Threshold

Renegotiation Threshold
(200% and \$5,000 over
original contract amount)

125% Threshold

High Bid Item (over 125%) Yes ☐ No ☐**Section 2 - New Contract Item or Continuation of Existing Item**New Item Spec No **48670.2602**Renegotiated Qty **235**Contractor Quoted Unit Price **\$14.73****Method Chosen:**

- ☐ Original Bid Price Acceptable?
- ☐ Contractor agrees to work at the Original Contract Bid Price adjusted for documented changes in material costs, equipment rates, mobilization, and/or site conditions, and bid price is reasonable compensation for the quantity of added work; include letter from contractor, and supporting documentation for adjustments (need price analysis) on CO Header
- ☒ Weighted Average Price (WAP) Comparison (must have at least 3 contracts)

Pay Item Catalog Date Range **Oct 19, 2021** to **Oct 19, 2022**PIC Qty Range to N/A ☒Regional WAP Statewide WAP **\$14.73**

Printout of PIC
w/ Qty Range,
dates, prices
attached? ☒

- ☐ Comparison to Average of 3 Lowest Bidders (on contract, not item)

Average Price **\$0.00**

Bidder 1

Bidder 2

Bidder 3

Printout of 3
Lowest
Bidders on
the Contract
attached? ☐

- ☐ Price Analysis

☐ MURK 26/27 Price Analysis Worksheet attached and all documentation attached?

- ☐ Force Account Work (FAW)

☐ FE (Force Estimate) Estimate of Labor, Materials, and Equipment work up included?

☐ FAW (Final) Included with all MURK forms and documentation attached?

Project Conditions/Variance Explanation attached? ☐

Signature

Peter M. Teliska, P.E.
Digitally signed by Peter M. Teliska,
P.E.
Date: 2023.08.30 08:39:54 -04'00'

Date

8/30/23

Pay Items Bid History Information US CUSTOMARY Items

Item Number	Special Spec?	Spec Status	Status Date	Units	Price Indicator	Specification Document	Issuing Document	Message
670.2602		General Approval	08/22/2008	LF				
Description: RIGID PLASTIC CONDUIT, 2"								

Search Pay Item Bid History

Quantity Range: to

Date Range for Price Select a Date Range or 10/19/2021

History: through 10/19/2022

Search Reset

Region	Number of Projects	Quantity	Weighted Average Price			
☒ Statewide	9	16,386.00	\$14.73	Export Data		
D Number	Pin Number	Let Date	Project Description	Qty	Awarded Price	Extended Amt
D264807	280640	07/07/2022	OVERHEAD SIGN STRUCTURE NYSDOT Region-2	344.00	\$17.00	\$5,848.00
D264751	901339	06/02/2022	RTE 17 EXIT 105 AND RTE 42 RAMP RECON, RTE 42 IMPROVEMENTS	7,460.00	\$19.00	\$141,740.00
D264795	1EST06	05/19/2022	Placement of concrete box tunnel under CSX bridge.	280.00	\$50.00	\$14,000.00
D264637	181088	02/17/2022	Large Culvert Replace or Rehabilitation R1 NYSDOT 5 Counties	375.00	\$8.00	\$3,000.00
D264728	202970	02/17/2022	Bridge Deck Replacement, SR-5S OVER SR-51 VILLAGE OF ILION	34.00	\$13.00	\$442.00
D264730	780746	02/03/2022	BRIDGE DECK PROGRAM, Towns of Massena, Watertown	1,307.00	\$16.00	\$20,912.00
D264604	280621	01/06/2022	RTE 26 / 365 PM PAVING and Safety Improvements	3,948.00	\$7.25	\$28,623.00
D264641	714347	12/16/2021	Bridge Rehab Project - BIN 1008710 - Rt 11 over Indian River	1,100.00	\$16.00	\$17,600.00
D264594	108540	10/21/2021	Carman Road Safety Enhancements, Intersection Reconstruction	1,538.00	\$6.00	\$9,228.00
Total: 16,386.00				\$241,393.00		
☒ 01	3	2,193.00	\$11.96	Export Data		
☒ 02	3	4,326.00	\$8.07	Export Data		
☒ 07	2	2,407.00	\$16.00	Export Data		
☒ 09	1	7,460.00	\$19.00	Export Data		

PIN 8761.57 – RTE 32 LAKE ST BRIDGE REHABILITATION
Special Specifications

ITEM 48203.02 – A – UNCLASSIFIED EXCAVATION AND DISPOSAL

DESCRIPTION

The requirements of NYSDOT Standard Specifications section 203-1, item 203.02 shall apply.

MATERIALS

The requirements NYSDOT Standard Specifications section 203-2, item 203.02 shall apply.

CONSTRUCTION DETAILS

The requirements of NYSDOT Standard Specifications section 203-3, item 203.02 shall apply.

METHOD OF MEASUREMENT

The requirements of NYSDOT Standard Specifications section 203-4, item 203.02 shall apply.

BASIS OF PAYMENT

The requirements of NYSDOT Standard Specifications section 203-5, item 203.02 shall apply.

PIN 8761.57 – RTE 32 LAKE ST BRIDGE REHABILITATION
Special Specifications

ITEM 48203.21 – A – SELECT STRUCTURAL FILL

DESCRIPTION

The requirements of NYSDOT Standard Specifications section 203-1, item 203.21 shall apply.

MATERIALS

The requirements NYSDOT Standard Specifications section 203-2, item 203.21 shall apply.

CONSTRUCTION DETAILS

The requirements of NYSDOT Standard Specifications section 203-3, item 203.21 shall apply.

METHOD OF MEASUREMENT

The requirements of NYSDOT Standard Specifications section 203-4, item 203.21 shall apply.

BASIS OF PAYMENT

The requirements of NYSDOT Standard Specifications section 203-5, item 203.21 shall apply.

PIN 8761.57 – RTE 32 LAKE ST BRIDGE REHABILITATION
Special Specifications

ITEM 48206.01 – A – STRUCTURE EXCAVATION

DESCRIPTION

The requirements of NYSDOT Standard Specifications section 206-1, item 206.01 shall apply.

MATERIALS

The requirements NYSDOT Standard Specifications section 206-2, item 206.01 shall apply.

CONSTRUCTION DETAILS

The requirements of NYSDOT Standard Specifications section 206-3, item 206.01 shall apply.

METHOD OF MEASUREMENT

The requirements of NYSDOT Standard Specifications section 206-4, item 206.01 shall apply.

BASIS OF PAYMENT

The requirements of NYSDOT Standard Specifications section 206-5, item 206.01 shall apply.

PIN 8761.57 – RTE 32 LAKE ST BRIDGE REHABILITATION
Special Specifications

ITEM 48304.11 – A – SUBBASE COURSE - TYPE 1

DESCRIPTION

The requirements of NYSDOT Standard Specifications section 304-1, item 304.11 shall apply.

MATERIALS

The requirements NYSDOT Standard Specifications section 304-2, item 304.11 shall apply.

CONSTRUCTION DETAILS

The requirements of NYSDOT Standard Specifications section 304-3, item 304.11 shall apply.

METHOD OF MEASUREMENT

The requirements of NYSDOT Standard Specifications section 304-4, item 304.11 shall apply.

BASIS OF PAYMENT

The requirements of NYSDOT Standard Specifications section 304-5, item 304.11 shall apply.

PIN 8761.57 – RTE 32 LAKE ST BRIDGE REHABILITATION
Special Specifications

ITEM 48402.378903 – A – 37.5 F9 BASE HMA, 80 SERIES COMPACTION

DESCRIPTION

The requirements of NYSDOT Standard Specifications section 402-1, item 402.378903 shall apply.

MATERIALS

The requirements NYSDOT Standard Specifications section 402-2, item 402.378903 shall apply.

CONSTRUCTION DETAILS

The requirements of NYSDOT Standard Specifications section 402-3, item 402.378903 shall apply.

METHOD OF MEASUREMENT

The requirements of NYSDOT Standard Specifications section 402-4, item 402.378903 shall apply.

BASIS OF PAYMENT

The requirements of NYSDOT Standard Specifications section 402-5, item 402.378903 shall apply.

PIN 8761.57 – RTE 32 LAKE ST BRIDGE REHABILITATION
Special Specifications

ITEM 48580.01 – A – REMOVAL OF STRUCTURAL CONCRETE

DESCRIPTION

The requirements of NYSDOT Standard Specifications section 580-1, item 580.01 shall apply.

MATERIALS

The requirements NYSDOT Standard Specifications section 580-2, item 580.01 shall apply.

CONSTRUCTION DETAILS

The requirements of NYSDOT Standard Specifications section 580-3, item 580.01 shall apply.

METHOD OF MEASUREMENT

The requirements of NYSDOT Standard Specifications section 580-4, item 580.01 shall apply.

BASIS OF PAYMENT

The requirements of NYSDOT Standard Specifications section 580-5, item 580.01 shall apply.

PIN 8761.57 – RTE 32 LAKE ST BRIDGE REHABILITATION
Special Specifications

**ITEM 48608.01030008 – A – REMOVE AND REPLACE CONCRETE SIDEWALK AND
SUBBASE COURSE**

DESCRIPTION

The requirements of NYSDOT PIN8761.57 Special Specification section 608.01030008 - Description, item 608.01030008 shall apply.

MATERIALS

The requirements NYSDOT PIN8761.57 Special Specification section 608.01030008 - Materials, item 608.01030008 shall apply.

CONSTRUCTION DETAILS

The requirements of NYSDOT PIN8761.57 Special Specification section 608.01030008 – Construction Details, item 608.01030008 shall apply.

METHOD OF MEASUREMENT

The requirements of NYSDOT PIN8761.57 Special Specification section 608.01030008 – Method of Measurement, item 608.01030008 shall apply.

BASIS OF PAYMENT

The requirements of NYSDOT PIN8761.57 Special Specification section 608.01030008 – Basis of Payment, item 608.01030008 shall apply.

PIN 8761.57 – RTE 32 LAKE ST BRIDGE REHABILITATION
Special Specifications

**ITEM 48614.060304 – A – TREE REMOVAL OVER 12 INCHES TO 18 INCHES
DIAMETER BREASTHEIGHT - STUMPS GRUBBED**

DESCRIPTION

The requirements of NYSDOT Standard Specifications section 614-1, item 614.060304 shall apply.

MATERIALS

The requirements NYSDOT Standard Specifications section 614-2, item 614.060304 shall apply.

CONSTRUCTION DETAILS

The requirements of NYSDOT Standard Specifications section 614-3, item 614.060304 shall apply.

METHOD OF MEASUREMENT

The requirements of NYSDOT Standard Specifications section 614-4, item 614.060304 shall apply.

BASIS OF PAYMENT

The requirements of NYSDOT Standard Specifications section 614-5, item 614.060304 shall apply.

PIN 8761.57 – RTE 32 LAKE ST BRIDGE REHABILITATION
Special Specifications

ITEM 48670.2602 – A – RIGID PLASTIC CONDUIT, 2"

DESCRIPTION

The requirements of NYSDOT Standard Specifications section 670-1, item 670.2602 shall apply.

MATERIALS

The requirements NYSDOT Standard Specifications section 670-2, item 670.2602 shall apply.

CONSTRUCTION DETAILS

The requirements of NYSDOT Standard Specifications section 670-3, item 670.2602 shall apply.

METHOD OF MEASUREMENT

The requirements of NYSDOT Standard Specifications section 670-4, item 670.2602 shall apply.

BASIS OF PAYMENT

The requirements of NYSDOT Standard Specifications section 670-5, item 670.2602 shall apply.

RESOLUTION NO.: 192-2023

OF

SEPTEMBER 25, 2023

A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED ISSUED TO
HABITAT FOR HUMANITY OF GREATER NEWBURGH, INC.
TO THE PREMISES KNOWN AS
142 NORTH MILLER STREET (SECTION 18, BLOCK 2, LOT 30)

WHEREAS, on May 19, 2011, the City of Newburgh conveyed property located at 142 North Miller Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 18, Block 2, Lot 30, to Habitat for Humanity of Greater Newburgh, Inc.; and

WHEREAS, the attorneys for Habitat for Humanity of Greater Newburgh, Inc., have requested a release of the restrictive covenants contained in the deed from the City of Newburgh in order to facilitate a sale of the property; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh and its further development to grant such request;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, 4 and 5 of the aforementioned deed.

RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 142 North Miller Street, Section 18, Block 2, Lot 30 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated May 19, 2011, from THE CITY OF NEWBURGH to HABITAT FOR HUMANITY OF GREATER NEWBURGH, INC., recorded in the Orange County Clerk's Office on June 14, 2011, in Liber 13187, Page 1311 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2023

THE CITY OF NEWBURGH

By: _____

Todd Venning, City Manager

Pursuant to Res. No.: _____-2023

STATE OF NEW YORK)
) ss.:
COUNTY OF ORANGE)

On the ____ day of _____ in the year 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared TODD VENNING, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.





RESOLUTION NO.: 193-2023

OF

SEPTEMBER 25, 2023

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
PARTIAL RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO KEVINDARYAN LUJAN TO THE PREMISES
KNOWN AS 189 NORTH MILLER STREET (SECTION 11, BLOCK 1, LOT 17)**

WHEREAS, on December 15, 2022, the City of Newburgh conveyed property located at 189 North Miller Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 11, Block 1, Lot 17, to Kevindaryan Lujan; and

WHEREAS, Mr. Lujan has requested a partial release of the restrictive covenants contained in said deed; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh to grant such request;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, 4, and 5 of the aforementioned deed.

PARTIAL RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 189 North Miller Street, (Section 11, Block 1, Lot 17) on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4 and 5 in a deed dated December 15, 2023 from THE CITY OF NEWBURGH to KEVINDARYAN LUJAN, recorded in the Orange County Clerk's Office on February 1, 2023, in Liber 15374 of Deeds at Page 1412 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed. The restrictive covenant numbered 6 in said deed remains in effect as of the within date.

Dated: _____, 2023

THE CITY OF NEWBURGH

By: _____
Todd Venning, City Manager
Pursuant to Res. No.: _____-2023

STATE OF NEW YORK)
) ss.:
COUNTY OF ORANGE)

On the ____ day of _____ in the year 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared TODD VENNING, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.



CITY OF NEWBURGH

Department of Code Compliance

123 Grand Street, Newburgh, New York 12550

Phone: (845) 569-7400 / Fax: (845) 569-0096

TO: Todd Venning, City Manager

CC: Alexandra Church, Director of Planning and Development
Jeremy Kaufman, Assistant Corporation Counsel

FROM: Francis J. Spinelli, Fire Chief/Interim Building Inspector

DATE: August 28, 2023

SUBJECT: 189 North Miller, Release of Restrictive Covenants Inspection

I conducted an inspection of 189 North Miller Street on August 11, 2023. I also reviewed the property file kept at the Department of Code Compliance. Below are my findings:

There are no open code violations on file in the building record.

I observed no violations both on the property and in the building during my most current inspection of the property.

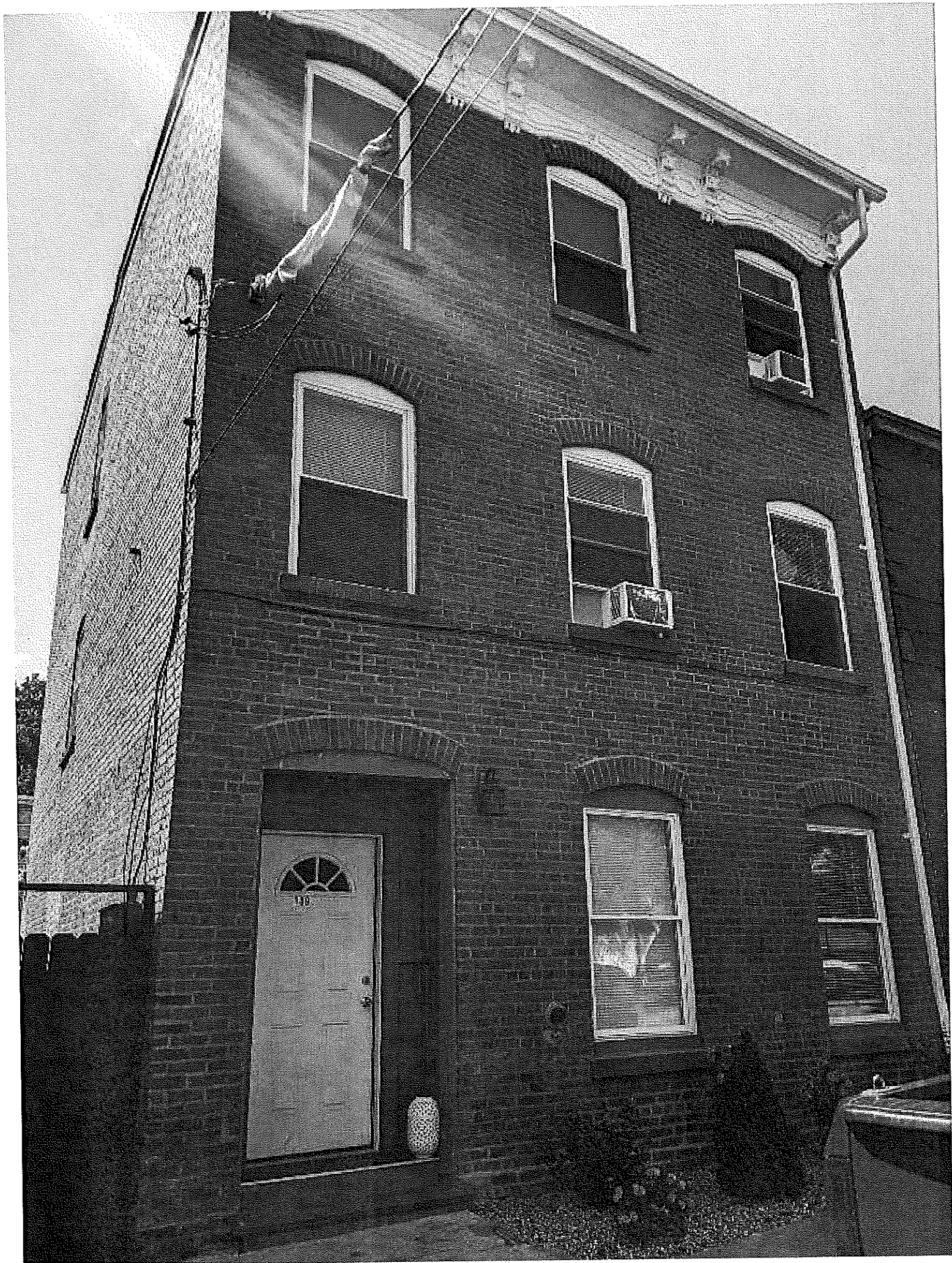
There are no open permits or open permit applications.

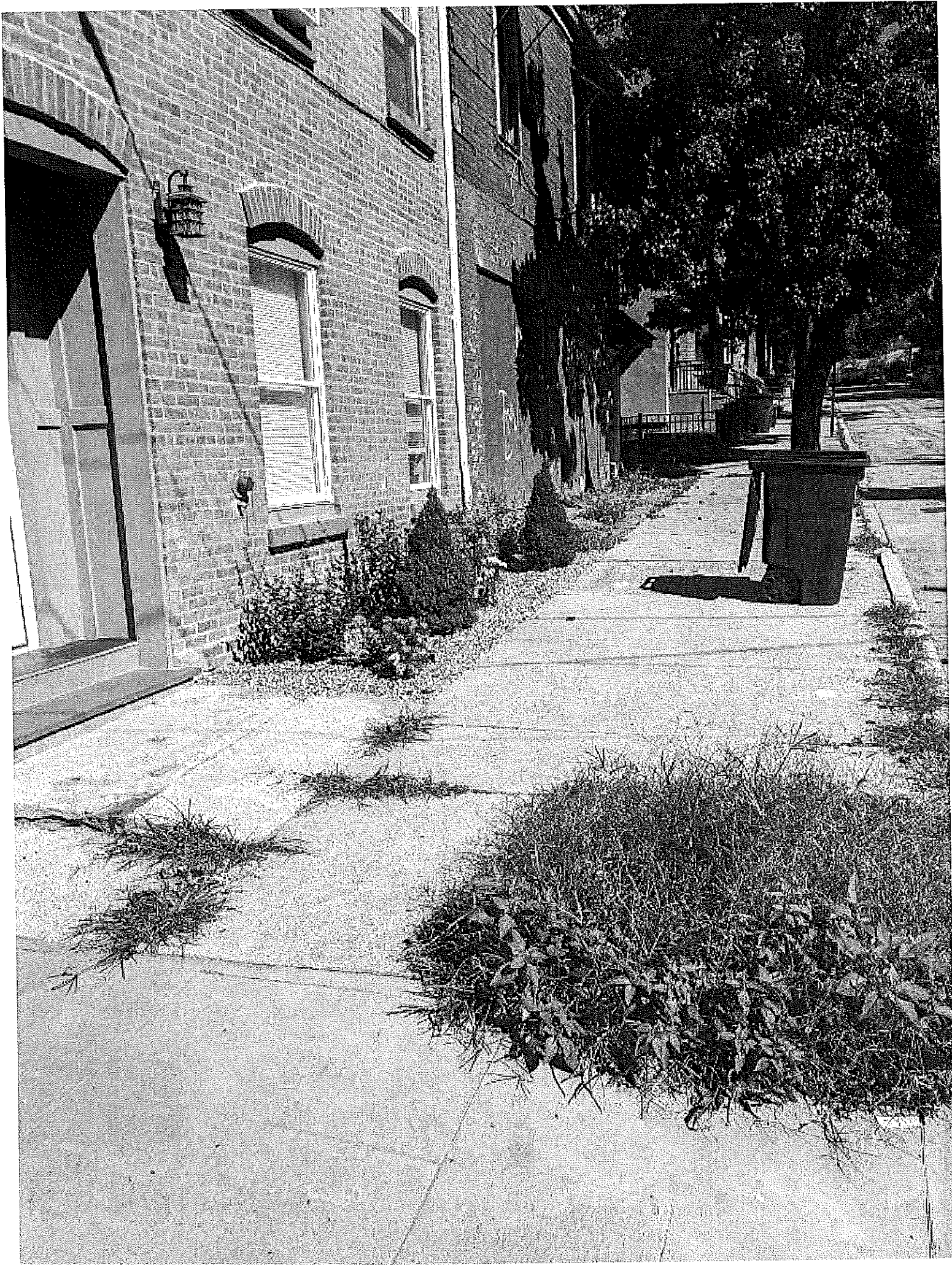
The property contains an owner occupied, two family residence. There is a valid rental license in place for the rental unit (#88).

There is a valid Certificate of Occupancy in the property file dated June 5, 2023, for a Two Family Residence.

Thank you,

Francis J. Spinelli
Fire Chief/Interim Building Inspector





RESOLUTION NO.: 194-2023

OF

SEPTEMBER 25, 2023

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
PARTIAL RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO LEOPOLDO AND ANNE MANCILLA TO THE PREMISES
KNOWN AS 22 BAY VIEW TERRACE (SECTION 48, BLOCK 5, LOT 13)**

WHEREAS, on June 9, 2021, the City of Newburgh conveyed property located at 22 Bay View Terrace, being more accurately described on the official Tax Map of the City of Newburgh as Section 48, Block 5, Lot 13, to Leopoldo Mancilla and Anne Mancilla; and

WHEREAS, Mr. and Mrs. Mancilla have requested a partial release of the restrictive covenants contained in said deed; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh to grant such request;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, 4, and 5 of the aforementioned deed.

PARTIAL RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 22 Bay View Terrace, (Section 48, Block 5, Lot 13) on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4 and 5 in a deed dated June 9, 2021 from THE CITY OF NEWBURGH to LEOPOLDO MANCILLA AND ANNE MANCILLA, recorded in the Orange County Clerk's Office on June 30, 2021, in Liber 14993 of Deeds at Page 330 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed. The restrictive covenant numbered 6 in said deed remains in effect as of the within date.

Dated: _____, 2023

THE CITY OF NEWBURGH

By: _____
Todd Venning, City Manager
Pursuant to Res. No.: _____-2023

STATE OF NEW YORK)
) ss.:
COUNTY OF ORANGE)

On the ____ day of _____ in the year 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared TODD VENNING, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.



CITY OF NEWBURGH

Department of Code Compliance

123 Grand Street, Newburgh, New York 12550

Phone: (845) 569-7400 / Fax: (845) 569-0096

TO: Todd Venning, City Manager

CC: Alexandra Church, Director of Planning and Development
Jeremy Kaufman, Assistant Corporation Counsel

FROM: Francis J. Spinelli, Fire Chief/Interim Building Inspector

DATE: August 28, 2023

SUBJECT: 22 Bay View Terrace, Release of Restrictive Covenants Inspection

I conducted an inspection of 22 Bay View Terrace on August 14, 2023. I also reviewed the property file kept at the Department of Code Compliance. Below are my findings:

There are no open code violations on file in the building record.

I observed no violations both on the property and in the building during my most current inspection of the property.

There are no open permits or open permit applications.

The property contains an owner occupied, three family residence. The owner space is the only area occupied, however there is a valid rental license in place (#402).

There is a valid Certificate of Occupancy in the property file dated July 21, 2023, for a three Family Residence.

Thank you,

Francis J. Spinelli
Fire Chief/Interim Building Inspector





RESOLUTION NO.: 195 - 2023

OF

SEPTEMBER 25, 2023

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
A LICENSE AGREEMENT WITH BLACK ROCK FOREST CONSORTIUM, INC.
TO ALLOW USE AND ACCESS OF UP TO SEVEN CITY-OWNED PROPERTY SITES
FOR OBSERVATION OF WILDLIFE**

WHEREAS, by Resolution No. 170-2021 of July 12, 2021, the City Council approved a license agreement with the Black Rock Forest Consortium, Inc. for access to City-owned property to support an environmental research study related to gray fox wildlife conducted by a Columbia University graduate student; and

WHEREAS, the Black Rock Forest Consortium, Inc. requested access to the same 7 parcels of City-owned property sites for purposes of creating observation sites for wildlife in connection with a research project involving teachers and students in the Newburgh Enlarged City School District; and

WHEREAS, access to the parcels requires the parties to execute a license agreement, a copy of which is attached hereto and made a part of this resolution; and

WHEREAS, this Council has reviewed such license and has determined that entering into the same would be in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the attached license agreement with Black Rock Forest Consortium, Inc., to allow access of up to 7 City-owned property sites for observation of wildlife a research project involving teachers and students in the Newburgh Enlarged City School District.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, dated as of _____, 2023, by and between:

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

BLACK ROCK FOREST CONSORTIUM, INC., with an address of 65 Reservoir Road, Cornwall, New York 12518 ("Licensee").

WHEREAS, the City is the owner of various parcels of land located within the City of Newburgh and the Town of New Windsor, and more specifically described in **Schedule A**, annexed hereto and made a part hereof (all parcels collectively hereinafter referred to as "the Property"); and

WHEREAS, the Licensee has requested access to the Property for the purpose of conducting an environmental research study related to wildlife;

NOW, THEREFORE, it is hereby agreed between the parties as follows:

Section 1. Grant of License. The City hereby represents that it owns the Property, and that it has duly authorized this License Agreement. The City hereby grants Licensee a revocable license for Licensee and Licensee's employees, apprentices, volunteers, agents, invited guests, and contractors, upon the conditions hereinafter stated, the license or privilege of entering upon the Property, and taking thereupon such equipment, tools, machinery and other materials as may be necessary, for the purpose of conducting environmental research and study related to wildlife.

Section 2. Use of and Access to the Property. Entry to the Property is limited to the use and access necessary to conducting environmental research and study related to area wildlife administered by the Licensee under the conditions as set forth herein:

- a. In addition to Property access, Licensee shall be permitted to install one camera trap per parcel, hidden from view, away from trails, locked to a tree, and labeled with study purpose and contact information.
- b. Licensee shall perform its research tasks in such manner as will comply fully with the provisions of any laws, ordinances or other lawful authority, in the sole discretion of the City.
- c. Subject only to the terms in this paragraph, Licensee shall not disturb any of the Property, and shall perform clean-up and maintenance of the Property related to the research project.
- d. This Agreement does not authorize the Licensee or Licensee's employees, apprentices, volunteers, agents, invited guests, and contractors to enter into, or cross over, any property not owned by the City of Newburgh, including but not limited to property owned by CSX Transportation, Inc., New York City, and/or the Town of New Windsor.
- e. Licensee and all employees, apprentices, volunteers, agents, invited guests and contractors must notify the City's Water Superintendent of the dates and times of entry to water supply

property (Washington Lake and Browns Pond) and may not access any controlled access portions of the property without receiving permission of the Water Superintendent.

Section 3. Insurance. Licensee shall not commence or perform work nor operate machinery under this License Agreement until it has obtained all insurance required under this Section 3 and such insurance has been approved by the City.

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

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

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

2. Property Damage Insurance in an amount not less than \$50,000.00 for damage on account of all occurrences. The Licensee shall furnish the above insurance to the City and shall also name the City as an additional named insured in said policies. Such insurance shall be maintained in force during the entire term of this License Agreement.

C. Licensee may retain certain employees, agents, contractors and consultants to perform the subject work. In the contract by which Licensee retains such agents, Licensee and such agents shall provide and maintain insurances as required by this Section 3 and name Licensor as additional insured under insurance coverage concerning Licensee's performance of the work referenced herein.

Section 4. Damages. The relation of the Licensee to the City as to the work to be performed by it under this agreement shall be that of an independent contractor. As an independent contractor, it will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said performances arising out of the negligent performance, other than those wholly caused by Acts of God or hidden defects under the City's or a previous licensee's prior care. The Licensee shall make good any damages that may occur in consequence of the performances or any part of it. The Licensee shall assume blame, loss and responsibility of any nature to the extent of the Licensee's neglect or violation of any federal, state, county or local laws, regulations or ordinances applicable to the Licensee and/or the nature of its performance or arising out of its activities licensed hereby. Licensee will not be liable for damages in excess of Licensee's insurance coverage per occurrence, except such limitations will not apply to claims based on Licensee's intentional breach of this agreement or willful misconduct.

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

Section 6. Term of License. The license or privilege hereby given shall commence upon the signing of this License Agreement and shall expire without further notice to either party to the other at 11:59 p.m. on October 29, 2021 ("Expiration Date"), subject to Section 8 below. The license may be renewed thereafter by the mutual consent of both parties on such terms and conditions as the parties shall agree at that time.

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

Section 8. Termination of License. Either party may terminate this license prior to the Expiration Date, with or without cause, on at least thirty (30) days prior written notice to the other party. Upon termination by either party, Licensee shall not be entitled to reimbursement of any of its costs, and Licensee and its agents, employees and contractors will restore of the property to a clean and orderly state and in substantially the same condition as existed prior to the granting of this license. Licensor's written notice of termination for cause will include a list of deficiencies and opportunity for Licensee to cure deficiencies within the thirty (30) day period. If Licensee does not cure the deficiencies within the thirty (30) day period, Licensee may terminate this License immediately.

The City may terminate this license agreement by ten (10) days' written notice when and if in its sole judgment it deems such termination is necessary by operation of law in the City's sole reasonable discretion.

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

Section 10. Modification of License Agreement. This License Agreement may not be modified except by a writing subscribed by both parties to this Agreement.

Section 11. No Vested Right. It is understood and agreed that no vested right in said premises is hereby granted or conveyed from either party to the other, and that the privileges hereby given are subject to any and all encumbrances, conditions, restrictions and reservations upon or under which the parties held said premises prior to the granting of this license.

Remainder of this page intentionally left blank/Signature page to follow

Signature Page
License Agreement
City of Newburgh / Black Rock Forest Consortium, Inc.

IN WITNESS WHEREOF, Licensor and Licensee have executed this Agreement the day and year herein mentioned.

LICENSOR

THE CITY OF NEWBURGH

By: _____
Todd Venning, City Manager
Per Resolution No.: ____-2023

BLACK ROCK FOREST CONSORTIUM, INC.
LICENSEE

Scott LaPoint

By: _____

Approved as to form:

MICHELLE KELSON, Corporation Counsel

JANICE GASTON, City Comptroller

SCHEDULE A – List of Properties for Access

<u>Property Address</u>	<u>Section/Block/Lot</u>
1. Lake Washington (New Windsor)	4-1-12.2
2. Crystal Lake	41-2-11.2
3. Harrison Pond	50-1-1.12
4. Muchattoes Lake	33-7-29.2
5. Quassaick Creek, Site #1	43-1-35
6. Browns Pond (New Windsor)	32-2-53
7. Newburgh Center (West Med Tech)	14-3-54.2

RESOLUTION NO.: 170 - 2021

OF

JULY 12, 2021

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
A LICENSE AGREEMENT WITH BLACK ROCK FOREST CONSORTIUM, INC.
TO ALLOW USE AND ACCESS OF UP TO SEVEN CITY-OWNED PROPERTY SITES
FOR ENVIRONMENTAL OBSERVATION OF GRAY FOX WILDLIFE

WHEREAS, Anna Soccorsi, a graduate student at Columbia University, and Scott LaPoint, a research scientist at Black Rock Forest Consortium, Inc., seek to conduct an environmental research study related to gray fox wildlife; and

WHEREAS, Ms. Soccorsi and Mr. LaPoint propose have requested access of up to 7 parcels of City-owned property sites for purposes of creating observation sites for gray fox wildlife during the summer and fall of 2021; and

WHEREAS, access to the parcels requires the parties to execute a license agreement, a copy of which is attached hereto and made a part of this resolution; and

WHEREAS, this Council has reviewed such license and has determined that entering into the same would be in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the attached license agreement with Black Rock Forest Consortium, Inc., to allow access of up to 7 City-owned property sites for environmental observation of gray fox wildlife.

I, Lorene Vitek, 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 July 12, 2021
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 12 day of July, 2021

City Clerk

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, dated as of _____, 2021, by and between:

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

BLACK ROCK FOREST CONSORTIUM, INC., with an address of 65 Reservoir Road, Cornwall, New York 12518 ("Licensee").

WHEREAS, the City is the owner of various parcels of land located within the City of Newburgh and the Town of New Windsor, and more specifically described in Schedule A, annexed hereto and made a part hereof (all parcels collectively hereinafter referred to as "the Property"); and

WHEREAS, the Licensee has requested access to the Property for the purpose of conducting an environmental research study related to gray fox wildlife;

NOW, THEREFORE, it is hereby agreed between the parties as follows:

Section 1. Grant of License. The City hereby represents that it owns the Property, and that it has duly authorized this License Agreement. The City hereby grants Licensee a revocable license for Licensee and Licensee's employees, apprentices, volunteers, agents, invited guests, and contractors, upon the conditions hereinafter stated, the license or privilege of entering upon the Property, and taking thereupon such equipment, tools, machinery and other materials as may be necessary, for the purpose of conducting an environmental research study related to gray fox wildlife.

Section 2. Use of and Access to the Property. Entry to the Property is limited to the use and access necessary to conducting an environmental research study related to gray fox wildlife, administered by the Licensee. In addition to Property access, Licensee shall be permitted to install one camera trap per parcel, hidden from view, away from trails, locked to a tree, and labeled with study purpose and contact information. Licensee shall perform its research tasks in such manner as will comply fully with the provisions of any laws, ordinances or other lawful authority, in the sole discretion of the City. Subject only to the terms in this paragraph, Licensee shall not disturb any of the Property, and shall perform clean-up and maintenance of the Property related to the research project.

Section 3. Insurance. Licensee shall not commence or perform work nor operate machinery under this License Agreement until it has obtained all insurance required under this Section 3 and such insurance has been approved by the City.

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

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

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

2. Property Damage Insurance in an amount not less than \$50,000.00 for damage on account of all occurrences. The Licensee shall furnish the above insurance to the City and shall also name the City as an additional named insured in said policies. Such insurance shall be maintained in force during the entire term of this License Agreement.

C. Licensee may retain certain employees, agents, contractors and consultants to perform the subject work. In the contract by which Licensee retains such agents, Licensee and such agents shall provide and maintain insurances as required by this Section 3 and name Licensor as additional insured under insurance coverage concerning Licensee's performance of the work referenced herein.

Section 4. Damages. The relation of the Licensee to the City as to the work to be performed by it under this agreement shall be that of an independent contractor. As an independent contractor, it will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said performances arising out of the negligent performance, other than those wholly caused by Acts of God or hidden defects under the City's or a previous licensee's prior care. The Licensee shall make good any damages that may occur in consequence of the performances or any part of it. The Licensee shall assume blame, loss and responsibility of any nature to the extent of the Licensee's neglect or violation of any federal, state, county or local laws, regulations or ordinances applicable to the Licensee and/or the nature of its performance or arising out of its activities licensed hereby. Licensee will not be liable for damages in excess of Licensee's insurance coverage per occurrence, except such limitations will not apply to claims based on Licensee's intentional breach of this agreement or willful misconduct.

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

Section 6. Term of License. The license or privilege hereby given shall commence upon the signing of this License Agreement and shall expire without further notice to either party to the other at 11:59 p.m. on October 29, 2021 ("Expiration Date"), subject to Section 8 below. The license may be renewed thereafter by the mutual consent of both parties on such terms and conditions as the parties shall agree at that time.

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

Section 8. Termination of License. Either party may terminate this license prior to the Expiration Date, with or without cause, on at least thirty (30) days prior written notice to the other party. Upon termination by either party, Licensee shall not be entitled to reimbursement of any of its costs, and Licensee and its agents, employees and contractors will restore of the property to a clean and orderly state and in substantially the same condition as existed prior to the granting of this license. Licensor's written notice of termination for cause will include a list of deficiencies and opportunity for Licensee to cure deficiencies within the thirty (30) day period. If Licensee does not cure the deficiencies within the thirty (30) day period, Licensee may terminate this License immediately.

The City may terminate this license agreement by ten (10) days' written notice when and if in its sole judgment it deems such termination is necessary by operation of law in the City's sole reasonable discretion.

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

Section 10. Modification of License Agreement. This License Agreement may not be modified except by a writing subscribed by both parties to this Agreement.

Section 11. No Vested Right. It is understood and agreed that no vested right in said premises is hereby granted or conveyed from either party to the other, and that the privileges hereby given are subject to any and all encumbrances, conditions, restrictions and reservations upon or under which the parties held said premises prior to the granting of this license.

Remainder of this page intentionally left blank/Signature page to follow

WITNESSETH:

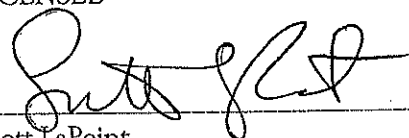
THE CITY OF NEWBURGH
LICENSOR

By: _____

Todd Venning, City Manager
Per Resolution No.: 170-2021

BLACK ROCK FOREST
LICENSEE

By: _____


Scott LaPoint

Approved as to form:

MICHELLE KELSON, Corporation Counsel

JANICE GASTON, City Comptroller

Remainder of this page intentionally left blank/Schedule A to follow

SCHEDULE A – List of Properties for Access

<u>Property Address</u>	<u>Section/Block/Lot</u>
1. Lake Washington (New Windsor)	4-1-12.2
2. Crystal Lake	41-2-11.2
3. Harrison Pond	50-1-1.12
4. Muchattoes Lake	33-7-29.2
5. Quassaick Creek, Site #1	43-1-35
6. Browns Pond (New Windsor)	32-2-53
7. Newburgh Center (West Med Tech)	14-3-54.2

Summary of available results of the 2021 Grey Fox Study

Journal article of the findings:

Soccorsi, A. E., and LaPoint, S. D.. 2023. Assessing spatiotemporal patterns of mesocarnivores along an urban-to-rural gradient. *Journal of Wildlife Management* 87:e22474. <https://doi.org/10.1002/jwmg.22474>

Interview with the researchers and some photos:

<https://www.blackrockforest.org/blog/searching-for-gray-ghosts>

Additional photos and background on the original researcher:

<https://annasoccorsi1.wixsite.com/website>

RESOLUTION NO.: 196 - 2023

OF

SEPTEMBER 25, 2023

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO A LICENSE AGREEMENT WITH
NEWBURGH COMMUNITY LAND BANK, INC.
TO ALLOW ACCESS TO 41 LANDER STREET AND 43 LANDER STREET
(SECTION 30, BLOCK 4, LOTS 36 & 37) FOR THE PURPOSES OF
OBTAINING FIELD AND SURVEY DATA

WHEREAS, Newburgh Community Land Bank, Inc. has requested access to, and use of, two City-owned properties known as 41 Lander Street and 43 Lander Street (Section 30, Block 4, Lot 36 and 37, respectively, on the Tax Map of the City of Newburgh) (collectively the "Property") for the purpose of obtaining field and survey data at the Property; and

WHEREAS, such access to, and use of, the Property requires the parties to execute a license agreement, a copy of which is attached hereto and made a part of this resolution; and

WHEREAS, this Council has reviewed such license and has determined that entering into the same would be 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 enter into the attached license agreement with Newburgh Community Land Bank, Inc. to allow access to, and use of, City-owned property identified as 41 Lander Street and 43 Lander Street (Section 30, Block 4, Lot 36 and 37, respectively, on the Tax Map of the City of Newburgh), for the purpose of obtaining field and survey data at the Property.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made effective as of _____, 2023, by and between:

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

NEWBURGH COMMUNITY LAND BANK, INC. a non-profit corporation with an address of P.O. Box 152, Newburgh, New York 12550 ("Licensee").

WHEREAS, the City is the owner properties known as 41 Lander Street and 43 Lander Street, being more accurately described as Section 30, Block 4, Lots 36 and 37, respectively, on the official tax map of the City of Newburgh, (both parcels collectively referred to herein as the "Premises"); and

WHEREAS, the Licensee has requested access to the Property for the purpose of obtaining field and survey data at the Property; and

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

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

Section 1: Grant of License: Licensor hereby gives to Licensee and Licensee's employees, agents and subcontractors, upon the conditions hereinafter stated, the license or privilege of entering upon the Premises, and taking thereupon such equipment, tools, machinery and other materials as may be necessary and for obtaining the field and survey data as contemplated herein.

Section 2: Access: Licensee agrees to do such work and perform such tasks in such manner as will comply fully with the provisions of any laws, ordinances or other lawful authority, obtaining any and all permits required thereby. Licensee agrees to give Licensor no less than twenty-four (24) hours advance notice of its intention to enter upon the subject property and to perform the subject work.

Section 3: Insurance: Licensee shall neither commence work nor perform work nor operate machinery under this Agreement until it has obtained all insurances required under this Section 4 and such insurance has been approved by the City.

A. Workers' Compensation Insurance - The Licensee shall take and maintain during the life of this Agreement such Workers' Compensation Insurance for its employees or members to be assigned to the work hereunder as may be required by New York State Law.

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

1. General Liability Insurance in an amount not less than \$1,000,000.00 for injuries including wrongful death to any one person and subject to the same limit for each person, in an amount not less than \$2,000,000.00 on account of any one occurrence.

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

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

C. Licensee may retain certain employees, agents, subcontractors and consultants to perform the subject work. In the contract by which Licensee retains such agents, Licensee and such agents shall provide and maintain insurances as required by this Section 4 and name Licensor as additional insured under insurance coverage concerning Licensee's performance of the work referenced herein.

Section 4: Fees, Costs, and Expenses: Licensee shall not be required to pay any fees to the City pursuant to this Agreement. Licensee shall be responsible for all costs and expenses related to the subject work.

Section 5. Damages: The relation of the Licensee to the City as to the work to be performed by it under this Agreement shall be that of an independent contractor. As an independent contractor, it will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said performances arising out of the negligent performance, other than those wholly caused by Acts of God. Licensee shall make good any damages that may occur in consequence of the performances or any part of it. Licensee shall assume all blame, loss and responsibility of any nature by reason of Licensee's neglect or violation of any federal, state, county or local laws, regulations or ordinances applicable to the Licensee and/or the nature of its performance or arising out of its activities licensed hereby.

Section 6. Defense and Indemnity: Licensee shall defend, indemnify and hold the City harmless against any and all claims, actions, proceedings, and lawsuits arising out of or relating to the access and use of the Premises under this Agreement, excepting gross negligence or misconduct by the City.

Section 7. Term of License: The License hereby given shall expire and terminate upon the earlier of: (1) the completion of the project; or (2) December 31, 2024. In either event, Licensee and its

agents, employees and contractors, shall restore the Premises to a clean and orderly state and in the same condition as existed prior to the granting of this License, normal wear and tear excepted.

Section 8. Assignment of License; No Sub-Licensing: This Agreement may not be assigned or sublet to any other party.

Section 9. Termination of License: The City, at its sole discretion and, with or without cause, may, without prejudice to any other rights or remedy it may have, by five (5) days' notice to the Licensee, terminate this Agreement. Licensee shall not be entitled to reimbursement or recuperation of any of its costs in connection in the event of any termination of this License, including early termination.

Section 10. New York Law: This Agreement shall be construed under New York law and any and all proceedings brought by either party arising out of or related to this License shall be brought in the New York Supreme Court, Orange County.

Section 11. Notices. Notices shall be in writing and shall be deemed properly served when deposited with the United States Postal Service, as certified mail, return receipt requested, bearing adequate postage or being deposited with a reputable overnight courier service for guaranteed next business day delivery and addressed as follows:

- a. If to Licensor:
City of Newburgh
attn: City Manager
City Hall, 83 Broadway
Newburgh, New York 12550

With a copy to
Corporation Counsel
City Hall, 83 Broadway
Newburgh, New York 12550

- b. If to Licensee:
Newburgh Community Land Bank
attn: Executive Director
10 Chambers Street
Newburgh, New York 12550

Section 12. Modification of License Agreement: This Agreement may not be modified except by a writing subscribed by both parties to this Agreement.

Section 13. No Vested Rights: It is understood and agreed that no vested right in said Premises is hereby granted or conveyed from either party to the other, and that the privileges hereby given are subject to any and all encumbrances, conditions, restrictions and reservations upon or under which the parties held said premises prior to the granting of this license.

Signature Page

License Agreement, 41 & 43 Lander Street (SBLs: 30-4-36, 30-4-37)

City of Newburgh / Newburgh Community Land Bank

IN WITNESS WHEREOF, Licensors and Licensee have executed this Agreement the day and year herein mentioned.

CITY OF NEWBURGH
LICENSOR

By: _____

Todd Venning, City Manager
Per Resolution No. ____-2023

NEWBURGH COMMUNITY LAND BANK, INC.
LICENSEE

By: _____

Name: Jennifer Welles
Title: Executive Director

Approved as to form:

MICHELLE KELSON
Corporation Counsel

JANICE GASTON
City Comptroller

RESOLUTION NO.: 197 - 2023

OF

SEPTEMBER 25, 2023

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
A BOUNDARY AGREEMENT WITH HOLY DELIVERANCE APOSTOLIC FAITH
TEMPLE, INC., RELATED TO PROPERTIES KNOWN AS
39 LANDER STREET AND 41 LANDER STREET
(SECTION 30, BLOCK 4, LOTS 41.1 & 36)

WHEREAS, the City of Newburgh is the record owner of property known as 41 Lander Street being more accurately described as Section 30, Block 4, Lot 36 on the official tax map of the City of Newburgh ("City Property"); and

WHEREAS, the Holy Deliverance Apostolic Faith Temple, Inc. is the record owner of property known as 39 Lander Street being more accurately described as Section 30, Block 4, Lot 41.1 on the official tax map of the City of Newburgh ("Temple Property"); and

WHEREAS, Newburgh Community Land Bank, Inc. ("Land Bank") is currently in contract to purchase the Temple Property; and

WHEREAS, the title insurance company involved in the transaction of the Temple Property has raised a title objection related to the location of a fence at or near the boundary line of the City Property and Temple Property; and

WHEREAS, in order to proceed with the transaction, the attorneys for the Land Bank have proposed a Boundary Agreement that would satisfy the title objection and allow for the completion of the transfer of the Temple Property to the Land Bank; and

WHEREAS, this Council determines that executing the Boundary Agreement does not appear to materially impact any right, title, or interest to the City Property and is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into a Boundary Agreement with the Holy Deliverance Apostolic Faith Temple, Inc. and any other such documents necessary for recording of said agreement.

BOUNDARY AGREEMENT

AGREEMENT made this ____ day of _____, 2023 between the CITY OF NEWBURGH, a municipal corporation with an address at 83 Broadway, Newburgh, New York 12550, party of the first part, and

HOLY DELIVERANCE APOSTOLIC FAITH TEMPLE, INC. a/k/a HOLY DELIVERANCE APOSTOLIC TEMPLE, with an address at 37 Chambers Street, Newburgh New York 12550, party of the second part.

WHEREAS, the party of the first part is the owner of real property commonly known as 41 Lander Street, Newburgh, New York 12550 and known as **Section 30; Block 4; Lot 36** on the City of Newburgh, Orange County Tax Map (hereafter the "**Parcel 1 Property**"); and

WHEREAS, the party of the second part is the owner of the adjoining real property commonly known as 37 Chambers Street, Newburgh New York 12550, which has been subdivided and includes a certain parcel now known as **Section 30; Block 4; Lot 41.1** on the City of Newburgh, Orange County Tax Map (hereafter the "**Parcel 2 Property**"); and

WHEREAS, the southern boundary line of the Parcel 1 Property is also the northern boundary line of the Parcel 2 Property; and is therefore a common boundary line (hereafter the "**Common Boundary Line**"); and

WHEREAS, the parties of the second part have been shown a survey prepared by M.J. Engineering and Land Surveying, P.C. dated December 12, 2022, a copy of which is attached as Exhibit A (the "**Survey**"), which shows a 4-foot chain link fence which lies several feet south of the Common Boundary Line.

NOW, THEREFORE, that the parties of the first part, in consideration of one dollar and other good and valuable consideration, paid by the party of the second part, the receipt and sufficiency of which are hereby acknowledged, hereby agree as follows:

1. Each of the undersigned parties to this Agreement jointly and severally represents and warrants to the other, that each has the full power and authority to execute and deliver this Agreement and to carry out and perform their undertakings and obligations as provided herein and that the execution, delivery and performance of this Agreement, has been duly authorized by all required actions, corporate or otherwise, of each party hereto and that this Agreement constitutes a valid and binding obligation of each party, enforceable against it in accordance with its terms.
2. The parties agree that the Common Boundary Line as depicted on the Survey is accurate and true.

3. The parties of the first part make no claim and will not make a claim in the future for ownership by adverse possession or otherwise to any portion of the land situate to the south of the Common Boundary Line.
4. The parties hereby convey, release quit claims to each other, any right title and interest to the other's property by reason of the placement of any fence on or near the Common Boundary Line.
5. In the event that any fence is removed or requires replacement any new fence will be installed along the Common Boundary Line or as close to the Common Boundary Line as practicable.
6. This agreement shall be binding on the parties herein and their respective heirs, successors and assigns, including, without limitation, the contract vendee for the Parcel 2 Property and intended third-party beneficiary of this Boundary Line Agreement, the Newburgh Community Land Bank, Inc., its successors and assigns.
7. This agreement shall be governed by and construed in accordance with the laws of the State of New York.
8. The invalidity of any clause of this agreement shall not invalidate or render the remaining agreement void.

IT IS MUTUALLY COVENANTED AND AGREED, by the parties that this Agreement shall run with the land and inure to the benefit of and be binding the parties, their heirs and distributees, legal representatives, successors, assigns and all subsequent owners of either Premises.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO BOUNDARY LINE AGREEMENT]

IN WITNESS WHEREOF, this Agreement has been signed as of the date and year first above written.

HOLY DELIVERANCE APOSTOLIC FAITH TEMPLE, INC., a/k/a HOLY DELIVERANCE APOSTOLIC TEMPLE	CITY OF NEWBURGH
By:	By:
Name:	Name:
Title:	Title:

STATE OF NEW YORK)
) SS:
 COUNTY OF ORANGE)

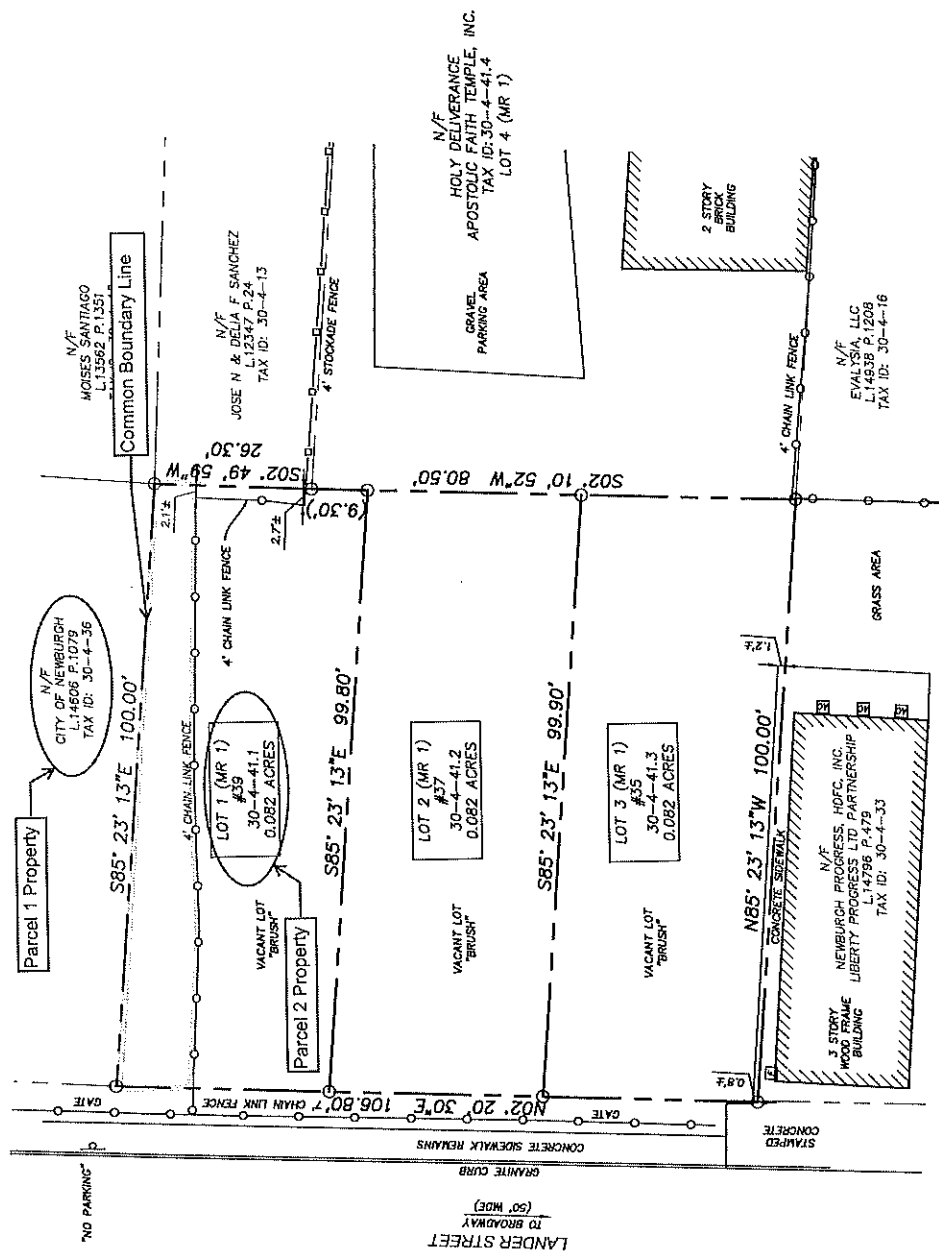
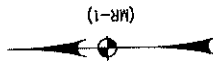
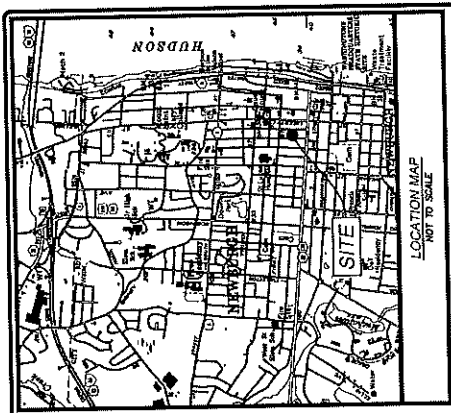
On _____, 2023, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that she/he resides in _____ County, that he is the _____ of HOLY DELIVERANCE APOSTOLIC FAITH TEMPLE, INC. a/k/a HOLY DELIVERANCE APOSTOLIC TEMPLE, described in and which executed the above instrument; and that he signed his name thereto by like authority.

 NOTARY PUBLIC

STATE OF NEW YORK)
) SS:
 COUNTY OF ORANGE)

On _____, 2023, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that she/he resides in _____ County, that she/he is the _____ of the CITY OF NEWBURGH, described in and which executed the above instrument; and that she/he signed his name thereto by like authority.

 NOTARY PUBLIC



LANDER STREET
TO BROADWAY
(50' WIDE)
CONCRETE SIDEWALK REMAINS

N/F
HOLY DELIVERANCE
APOSTOLIC FAITH TEMPLE, INC.
TAX ID: 30-4-41.4
LOT 4 (MR 1)

LOT 2 (MR 1)
#37
30-4-41.2
0.082 ACRES

LOT 3 (MR 1)
#35
30-4-41.3
0.082 ACRES

N/F
NEWBURGH PROGRESS HOPE, INC.
LIBERTY PROGRESS HOPE PARTNERSHIP
TAX ID: 30-4-33

N/F
EVALTSA, LLC
L14838 P1208
TAX ID: 30-4-16

N/F
JOSE N & DELIA F SANCHEZ
L12347 P24
TAX ID: 30-4-13

N/F
MOSES SANTIAGO
L13562 P1331

GENERAL NOTES:

1. INFORMATION SHOWN HEREON IS FROM A FIELD SURVEY CONDUCTED BY M.J. ENGINEERING AND LAND SURVEYING, P.C. ON NOVEMBER 21, 2022.
2. THE HORIZONTAL DATUM IS REFERENCED TO NORTH AMERICAN DATUM OF 1983 (NAD83/2011, EPOCH 2010.00), NEW YORK STATE PLANE EAST ZONE 3101.
3. NORTH IS ORIENTED MERIDIAN OF FIELD MAP NO. 282-22.
4. SUBJECT TO STEWART TITLE INSURANCE COMPANY POLICY C43050250, EFFECTIVE DATE JUNE 20, 2020 AS PREPARED BY THE GREAT AMERICAN TITLE AGENCY, INC.
5. SUBJECT TO ANY RIGHTS, EASEMENTS, COVENANTS, OR RESTRICTIONS OF RECORD.
6. UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY MAP BEARING A LICENSED LAND SURVEYOR'S SEAL IS A VIOLATION OF SECTION 7209, SUB-DIVISION 2, OF THE NEW YORK STATE EDUCATION LAW. COPIES OF THIS SURVEY MAP NOT BEARING THE LAND SURVEYOR'S SEAL AND SIGNED WITH INK SHALL NOT BE CONSIDERED TO BE VALID COPIES.

MAP REFERENCES:

1. MAP ENTITLED "FINAL SUBDIVISION PLAT FOR NEWBURGH COMMUNITY LAND BANK OF 37 CHAMBERS STREET" AS PREPARED BY M.J. ENGINEERING AND LAND SURVEYING, P.C., DATED MAY 21, 2021, AND FILED IN THE ORANGE COUNTY CLERK'S OFFICE ON JUNE 15, 2022 AS MAP NO. 282-22.

DEED REFERENCES:

1. CARL STILLWAGON AND STUART STILLWAGON TO HOLY DELIVERANCE APOSTOLIC FAITH TEMPLE, INC., DATED FEBRUARY 23, 2000 AND FILED IN THE ORANGE COUNTY CLERK'S OFFICE ON MARCH 7, 2000 IN LIBER 3255, PAGE 52.
2. THE CITY OF NEWBURGH TO HOLY DELIVERANCE APOSTOLIC FAITH TEMPLE, INC., DATED FEBRUARY 4, 2002 AND FILED IN THE ORANGE COUNTY CLERK'S OFFICE ON APRIL 23, 2003 IN LIBER 11029, PAGE 1029.
3. THE CITY OF NEWBURGH TO HOLY DELIVERANCE APOSTOLIC FAITH TEMPLE, INC., DATED AUGUST 17, 2004 AND FILED IN THE ORANGE COUNTY CLERK'S OFFICE ON SEPTEMBER 24, 2004 IN LIBER 11623, PAGE 1893.

LEGEND

CAPPED IRON ROD	○
ELECTRIC METER	⊠
AC UNIT	⊞
BUILDING LINE	—
CHAIN LINK FENCE	—
PROPERTY LINE	—



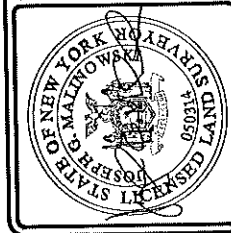
(IN FEET)
1 inch = 20 ft.

PROJ. MANAGER: JED
DRAWN BY: PEM
CHECKED BY: JDM
DATE: DECEMBER 12, 2022
M.J. PROJ. NO.: MZ122
CONTRACT NO.:
SCALE: 1" = 20'

1 OF 1

Engineering and Land Surveying, P.C.
1533 Chestnut Road • Clifton Park, NY 12065

BOUNDARY SURVEY
#35, #37, & #39 LANDER STREET
PREPARED FOR
NEWBURGH COMMUNITY LAND BANK, INC.
ORANGE COUNTY
CITY OF NEWBURGH NEW YORK



RESOLUTION NO.: 198 - 2023

OF

SEPTEMBER 25, 2023

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE AN AGREEMENT WITH INMAR RX SOLUTIONS, INC.
TO PROVIDE CONSUMER MEDICATION COLLECTION AND DISPOSAL SERVICES
TO THE CITY OF NEWBURGH POLICE DEPARTMENT

WHEREAS, the City of Newburgh Police Department offers medication collection and disposal services to the City of Newburgh community; and

WHEREAS, Inmar Rx Solutions, Inc. offers a program for the safe collection and proper disposal of consumer surplus medication consistent with state and federal law at no cost to the City of Newburgh Police Department; and

WHEREAS, the City of Newburgh finds that participating in the Inmar Rx Solutions, Inc. Consumer Drug Take-Bak Program will improve the efficiency and effectiveness of staff and resources; and

WHEREAS, the City Council finds that entering into a service agreement with Inmar Rx Solutions, Inc. is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager of the City of Newburgh be and he is hereby authorized to enter into an agreement with Inmar Rx Solutions, Inc. to provide consumer surplus medication collection and disposal services to the City of Newburgh Police Department.

CONSUMER DRUG TAKE-BACK PROGRAM

SPONSORED NO DEA ENROLLMENT FORM



ONE FORM REQUIRED PER CDTB RECEPTACLE

Date: 07/24/23

Facility Name: CITY OF NEWBURGH POLICE DEPARTMENT

Legal Entity Type: GOVERNMENT AGENCY
IF OTHER, PLEASE LIST WHAT LEGAL ENTITY TYPE:

Other: _____

State of Organization: NEW YORK

Inmar Account #: N/A

CDTB #: 701659

CDTB Site Name: CITY OF NEWBURGH POLICE DEPARTMENT
(IF DIFFERENT LEGAL NAME)

Site Street Address: 55 BROADWAY

Site City: NEWBURGH

State: NEW YORK

Zip: 12550

Contact Name: ANTHONY W. GERACI

Contact Email: AGERACI@CITYOFNEWBURGH-NY.GOV

Contact Title: CHIEF OF POLICE

Contact Phone: 845-219-6377

Inmar Salesperson: CHRISTY PLATT

Region Name: CORPORATE

Product	Description	Fee Per Year	Selection
7201	CONSUMER DRUG TAKE-BACK (RECEPTACLE & SUPPLIES)	\$0.00	☒
7250	CONSUMER DRUG TAKE-BACK (SUPPLIES)	\$0.00	☐

Additional Notes: SPONSORED CABINET AND SUPPLIES

CONSUMER DRUG TAKE-BACK PROGRAM

SPONSORED NO DEA ENROLLMENT FORM



By signing this Enrollment Form, the undersigned client ("Client") agrees to be bound by the Terms & Conditions – Consumer Drug Take-Back Program (Purchase Agreement) (the "Legal Terms and Conditions") unless and until the parties enter into a master services agreement in connection with the Consumer Drug Take Back program that supersedes the Legal Terms and Conditions.

Go Here to Review Legal Terms and Conditions for Consumer Drug Take Back Program:

www.inmar.com/terms-conditions/terms-conditions-sponsored-consumer-drug-take-back-program

Notwithstanding the requirements of Section 4 of the Terms and Conditions, as Client is a law enforcement agency, it is not required to register as a collector with the DEA or provide proof of such registration to Inmar.

This Agreement has been executed and delivered by a duly authorized representative of each party hereto as of the date corresponding to such party's signature.

INMAR INTELLIGENCE

Inmar Rx Solutions, Inc.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Inmar Legal Approval: _____

CLIENT

Signature: _____

Printed Name: Todd Venning

Title: City Manager/CEO

Date: _____

Submit all documentation to **take-back@inmar.com** or fax to **336-499-8709**

FOR INTERNAL USE ONLY

Order Number: _____ Market Segment: _____ Wholesaler: _____

SCDTB TERMS & CONDITIONS

SPONSORED CONSUMER DRUG TAKE-BACK PROGRAM

These Terms and Conditions, together with the applicable order form or enrollment form attached hereto and incorporated herein ("Order Form(s)") (collectively, the "Agreement") is made and is effective as of the date indicated on the Order Form (the "Effective Date"), by and between Inmar Rx Solutions, Inc., a Texas corporation with offices at 3845 Grand Lakes Way, Grand Prairie, Texas 75050 ("Inmar"), and the client indicated on the Order Form ("Client").

RECITALS:

Inmar is providing a Consumer Drug Take-Back service for the collection of unused or unwanted medication from consumers or patients (the "Program") that is sponsored and funded by participating product manufacturers ("Participating Manufacturer(s)") or by grants, donations or other government or third-party funding (collectively, the "Program Sponsor(s)") in certain jurisdictions. Client wishes to implement the Program in its locations ("Location(s)"). This Agreement governs the use of all Consumer Drug Take-Back ("CDTB") containers and supplies and CDTB disposal services (collectively, the "Services") for Client's Locations.

AGREEMENT:

In consideration of the foregoing recitals incorporated by reference and the covenants herein, the parties agree to be bound as follows:

1. **Service Overview.** Inmar will provide Client with the Program for the collection and proper disposal of patient-owned surplus medications that can be implemented and managed in compliance with the DEA Secure and Responsible Drug Disposal Act of 2010, as described below.
2. **Definitions.**

1. **Receptacles:** The metal exterior box provided to Client by Inmar pursuant to the Order Form.
2. **Containers:** The inner cardboard box and the liner provided to Client by Inmar pursuant to the Order Form.
3. **Location(s):** Client's location(s), a list of which Client provided in the applicable Order Form or in writing to Inmar (email to suffice) shall be considered to be attached hereto as the Location Exhibit and incorporated herein by reference.
3. **Term.** The term of this Agreement (the "Term") shall commence on the Effective Date and shall continue until either party provides the other party with written notice of its intent to terminate at least sixty (60) days prior to such termination. Upon expiration or termination of this Agreement, Client will take ownership of the CDTB Receptacle(s) delivered pursuant to this Agreement.
4. **Client Obligations.** In order to receive the Services, Client agrees to register as a collector with the DEA, and Client shall provide proof of such registration for each of its Locations to Inmar. Notwithstanding the forgoing, law enforcement agencies are not required to register as a collector with the DEA or provide proof of such registration to Inmar. Client will ship the Containers only as provided by Inmar (and not in other packaging), and otherwise packaged as shown in the packing instructions provided by Inmar. Client understands and acknowledges that Inmar has received a special permit from the Department of Transportation (DOT), allowing less stringent shipping requirements for CDTB returns managed in compliance with Drug Enforcement Administration (DEA) regulations. Special Permit #20499 ("Special Permit (/-/application-support/CDTB/DOT-Med-Turn-Permit.pdf)"), available here (/-/application-support/CDTB/DOT-Med-Turn-Permit.pdf), allows Client to ship CDTB returns in accordance with the reduced regulatory requirements provided in the Special Permit. Client warrants that its Locations shall manage the CDTB returns under the terms specified in the Special Permit and that its Locations shall comply with all applicable federal, state and local regulatory requirements, including but not limited to, DEA, DOT, and Environmental Protection Agency (EPA) regulations.
5. **Process.** Inmar will supply Client with Receptacles as indicated on the Order Form(s), if any, and Containers. Each Receptacle will be assigned a specific account number based on the Location. Each Container will contain a serialized inner liner. During the Term, Inmar will provide Client with sufficient supplies, including replenishment Containers, to operate the Program. When each Container is full, or on a predetermined frequency, Client will ship the Container as directed on the preprinted

label provided by Inmar. Inmar will arrange for disposal of the Containers by a third-party waste destruction provider in accordance with applicable laws and regulations and in accordance with this Agreement.

6. **Cancellation.** Upon termination of this Agreement, Client shall ship any full or partially full Container(s) associated with the cancelled Receptacle(s) as set forth above, and Client shall destroy any remaining empty Containers and shall deface Inmar's logo or any other identifying marks on the cancelled Receptacle(s).
7. **Fees.** As long as the Program is sponsored by the Program Sponsors in the jurisdictions where the Locations are situated such that Inmar's fees for the Services are paid by the Program Sponsors, Inmar will not charge Client a fee for the Services. In the event Client wishes to receive the Services for a Location where the Program is not sponsored by a Program Sponsor, Inmar will invoice Client for its then-current rate card fees for the Services.
8. **Disclaimer of Warranties.** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, INMAR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PRODUCTS PROVIDED BY IT, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY AGAINST INFRINGEMENT, THAT SUCH PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE AND ANY WARRANTY ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, THE PRODUCTS PROVIDED BY INMAR ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. IN NO EVENT WILL INMAR BE LIABLE TO CLIENT FOR ANY SPECIAL, EXEMPLARY, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, LOSSES, OR COSTS (INCLUDING LEGAL FEES AND EXPENSES), OR LOST TIME, SAVINGS, PROPERTY, PROFITS, OR GOODWILL, WHICH MAY ARISE IN CONNECTION WITH THE PRODUCTS PROVIDED BY INMAR, REGARDLESS OF THE FORM OF CLAIM OR ACTION, EVEN IF INMAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, OR COSTS.
9. **Confidentiality.** Each party agrees to not disclose to any third party any information disclosed by the other party which (i) the disclosing party has classified in writing as confidential, or (ii) under the circumstances surrounding the disclosure, a reasonable person should know to be confidential. Each party agrees to use such information only for the purpose of this Agreement.
10. **Limitation.** Unless otherwise limited herein, the liability of Inmar to Client under this Agreement or otherwise, regardless of the form of claim or action, will not exceed

\$10,000. No action arising out of this Agreement may be brought by either party more than one (1) year after the date on which the cause of action has accrued.

11. **Indemnification of the Parties.** Except as otherwise limited herein, each party (the "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (the "Indemnatee") and its officers, directors, and employees from and against any and all damages, losses, fines, costs and expenses (including reasonable attorneys' fees), judgments, and liabilities (collectively, "Expenses") that (i) are made against or incurred by the Indemnatee in connection with a third party claim and (ii) arise out of or relate to acts or omissions of the Indemnitor in the performance of this Agreement that constitute gross negligence or willful misconduct on the part of the Indemnitor, so long as such Expenses are not primarily caused by the Indemnatee, its officers, directors, or employees. The indemnification set forth in this Section is conditioned upon (a) the Indemnatee providing the Indemnitor prompt written notice of any claim or cause of action upon which the Indemnatee intends to base a claim of indemnification hereunder, (b) the Indemnatee providing reasonable assistance and cooperation to enable the Indemnitor to defend the action or claim hereunder, and (c) the Indemnatee refraining from making prejudicial statements associated with such claim without the prior written consent of the Indemnitor.
12. **Miscellaneous.** This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without reference to the conflict of law rules of such state. The terms and conditions of this Agreement may be waived or amended only by a written instrument executed by an authorized representative of each of the parties. Failure by either party to enforce at any time any of the provisions of this Agreement shall not constitute a waiver of such provision and not in any way affect the validity of this Agreement or any part thereof or the right of the other party thereafter to enforce the provisions hereof. The provisions of this Agreement are severable, and any provision of this Agreement that is determined to be void or unenforceable by a court of competent jurisdiction shall not affect the enforceability of the remaining provisions herein. This Agreement will not be construed as constituting either party as partner, joint venturer or fiduciary of the other or to create any other form of legal association that would impose liability on one party for the act or failure to act of the other or as providing either party with the right, power or authority (express or implied) to create any duty or obligation of the other. This Agreement, together with all Order Forms and exhibits attached hereto, sets forth the entire understanding between Inmar and Client with respect to the subject matter

hereof and supersedes all prior agreements, written or oral, between the parties with respect to the subject matter hereof. This Agreement will be binding upon, and will inure to the benefit of, the parties hereto and their respective successors and permitted assigns. All notices herein provided for shall be considered as having been given upon being placed in the U.S. mail, certified postage prepaid or via nationally recognized overnight courier to the address for each party as provided in this Agreement or to such other address as may be given to the other party in writing, with a copy of such notice sent to the attention of the recipient's legal department. The representations and warranties under this Agreement, which, by their terms and context show the parties intended them to survive the termination of this Agreement for any reason, including but not limited to, provisions governing confidentiality, ownership, indemnification and liability, shall survive any expiration or termination of this Agreement.

13. **Signatures.** Any order form, return authorization form or other document that incorporates the terms and conditions of this Agreement by reference, may be executed (i) in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement, and (ii) using a manual signature, or a photocopy or other electronic reproduction of a manual signature, any of which shall have the same binding effect as an executed original.

[PRIVACY POLICY \(/ABOUT/PRIVACY-POLICY\)](#)

[TERMS OF USE \(/TERMS-CONDITIONS/WEBSITE-TERMS-OF-USE\)](#)

[ACCESSIBILITY STATEMENT \(/ABOUT/ACCESSIBILITY-STATEMENT\)](#)

RESOLUTION NO.: 199 - 2023

OF

SEPTEMBER 25, 2023

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO A MEMORANDUM OF UNDERSTANDING
WITH THE NEWBURGH ENLARGED CITY SCHOOL DISTRICT
TO CONTINUE A HANDLE WITH CARE INITIATIVE
TO ADDRESS CHILDREN'S EXPOSURE TO VIOLENCE AND TRAUMA**

WHEREAS, by Resolution No. 244-2021 of October 12, 2021, the City Council of the City of Newburgh approved a Memorandum of Understanding with the Newburgh Enlarged City School District to implement a Handle with Care initiative to address children's exposure to violence and trauma for the 2021-2022 school year; and

WHEREAS, the Handle with Care initiative directly addresses the goal of mitigating the negative impacts of exposure to trauma when it does occur, by providing support and on-site trauma focused interventions by mental health providers, to children identified by local law enforcement and school personnel; and

WHEREAS, the City of Newburgh and the Newburgh Enlarged City School District wish to extend their cooperation in the Handle with Care initiative and enter into a new Memorandum of Understanding for the period beginning July 1, 2023 and ending June 30, 2025; and

WHEREAS, this Council finds that the entering into a new Memorandum of Understanding to continue the Handle with Care initiative is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into a Memorandum of Understanding with the Newburgh Enlarged City School District to continue the Handle with Care initiative to address children's exposure to violence and trauma for the period July 1, 2023 through June 30, 2025.



**Memorandum of Understanding
Between**

**City of Newburgh Police Department
and
Newburgh Enlarged City School District**

I. PURPOSE

To implement an initiative aimed at addressing children's exposure to violence and trauma. Childhood exposure to violence and trauma, without the right support, is often associated with increased risk of poor outcomes in emotional, behavioral and physical health over their lifespan. Children exposed to violence and trauma are also at a higher risk of poor school related outcomes and are more likely to enter the criminal justice system later in life, which can contribute to generational cycles of violence. This project directly addresses the goal of mitigating these negative impacts of exposure to trauma when it does occur, by providing support and on-site, trauma focused interventions by mental health providers, to children identified by local law enforcement and school personnel.

II. City of Newburgh Police Department (CNPD) AGREES TO:

- A) Make a notification to identified Newburgh Enlarged City School District personnel identifying children that have been exposed to violence or trauma following the referral protocol as outlined below.
- B) Maintain the confidentiality of students and their families.
- C) Participate in any multidisciplinary team, or other meeting, deemed necessary by law enforcement, school personnel, and as authorized or requested by the child's parent or guardian.
- D) Keep non-identifying, aggregate data, reports, and documentation of this project and share such information with Newburgh Enlarged City School District.

III. Newburgh Enlarged City School District (NECSD) AGREES TO:

- A) Receive notifications, as described in section II A above, from CNPD and disseminate them to designated point persons within each school building.
- B) Follow the referral process to ensure that key support staff within each building is receiving the notifications for their students.
- C) Provide on-site mental health intervention to students identified by school personnel or self-referral as having been exposed to violence or trauma and needing such support.
- D) Coordinate with teachers and guidance staff to schedule therapy sessions at the least disruptive time for the student, where deemed appropriate by the school-based mental health staff.
- E) Participate in any multidisciplinary team or other meeting, deemed necessary by school personnel, and as authorized by the child's parent or guardian.
- F) Provide psychological assessment results, treatment recommendations, accommodation recommendations and status updates to key school personnel as authorized by the child's parent

- or guardian.
- G) Provide education on the possible impacts of trauma and its effects and other disorders of childhood to school personnel, parents, and guardians, as requested and/or as required by law.
- H) Maintain the confidentiality of students' information, including but not limited to academic records, health records, and mental health services.
- I) Pupil Personnel Services will provide information regarding how many students are resident versus non-resident students as well as how many are non-reachable resident students through this information sharing.

IV. REFERRAL PROCESS:

CITY OF NEWBURGH POLICE DEPARTMENT:

- A) City of Newburgh Police Department will provide a list of names and dates of births of students present for police interactions to the NECSD- Pupil Personnel Services Office identified point person for Handle with Care notifications.
- B) Notifications will contain no specific information about the incident in order to maintain privacy of the student and their family.

SCHOOL:

Upon receipt of a Handle with Care Form, identifying a child's exposure to violence or trauma, school personnel will:

- A) Disseminate the HWC notifications to the appropriate point persons identified by building.
 - Building point persons are responsible for dissemination to appropriate teachers, social workers, guidance counselors, and any other relevant staff.
- B) Provide identified students who are exhibiting behaviors that are not consistent with their normal manner a safe person and space where they can receive additional supports.
- C) Determine need for on-going counseling or other intervention if the student is not currently involved with mental health services.
- D) If necessary, contact parents or guardians to obtain appropriate consents for on-going mental health services for the student.

V. TERMINATION AND LIABILITY:

- A) City of Newburgh Police Department has the right to cancel this MOU with 30 days written notice to the Newburgh Enlarged City School District.
- B) Newburgh Enlarged City School District has the right to cancel this MOU with 30 days written notice to the City of Newburgh Police Department.
- C) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, sub-contractors, officers or directors to the extent allowed by law. Each party shall indemnify, defend and hold its trustees, directors, officers, affiliates, employees, sub-contractors and agents harmless from and against any and all claims, causes of action, penalties, fines and forfeitures (including without limitation, reasonable attorney's fees) imposed upon or asserted against the other party or any of its trustees, directors, officers, employees, sub-contractors or agents as a result of any action or inaction by each party in performing its obligation.
- D) This MOU is valid from July 1, 2023 until June 30, 2025.

Signed,

Todd Venning, J.D., M.S.
City Manager/CEO & CAO

Date

Dr. Jackielyn Manning Campbell, Superintendent
Newburgh Enlarged City School District

Date

RESOLUTION NO.: 200 - 2023

OF

SEPTEMBER 25, 2023

A RESOLUTION RE-APPOINTING ERICA FORNERET, STEFANIE SINGER AND
PENELOPE TAYLOR TO THE CITY OF NEWBURGH
ARTS AND CULTURAL COMMISSION

WHEREAS, the City Council of the City of Newburgh adopted Ordinance No. 10 of 2005 which added new Chapter 14 of the City Code of Ordinances entitled Arts and Cultural Commission; and

WHEREAS, the terms of Erica Forneret, Stefanie Singer and Penelope Taylor expired on July 9, 2023 and the incumbent members wish to continue to serve new three-year terms; the same being 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 Erica Forneret, Stefanie Singer and Penelope Taylor are hereby re-appointed to The Arts and Cultural Commission each for a three (3) year term effective immediately and ending on July 9, 2026.

RESOLUTION NO.: 201 - 2023

OF

SEPTEMBER 25, 2023

**A RESOLUTION RE-APPOINTING RAMONA BURTON AND MALINDA WARE
AND APPOINTING ZINEB AWAD AND SHAWNA BLAIN TO FILL VACANCIES ON
THE HUMAN RIGHTS COMMISSION**

WHEREAS, the City of Newburgh has created the City Human Rights Commission pursuant to Section 239-q of the General Municipal Law; and

WHEREAS, the three-year term of Ramona Burton and Malinda Ware expired on June 11, 2023, and the incumbent members wish to continue to serve a new three-year term; and

WHEREAS, Zineb Awad and Shawna Blain have expressed interest in serving as members of the City of Newburgh Human Rights Commission and the City Council finds making such appointments to complete the unexpired portion of the term of two (2) vacant positions; and

WHEREAS, the City Council finds that making these appointments is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, that Ramona Burton and Malinda Ware be and are hereby re-appointed to serve as Member of the City of Newburgh Human Rights Commission for a three (3) year term effective immediately and expiring on June 11, 2026; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that Shawna Blain be and is hereby appointed to the City of Newburgh Human Rights Commission as member effective immediately to complete the unexpired portion of the term expiring on February 13, 2026 and Zineb Awad be and is hereby appointed to the City of Newburgh Human Rights Commission as a member effective September 26, 2023 and expiring on September 25, 2026.

RESOLUTION NO.: 202-2023

OF

SEPTEMBER 25, 2023

A RESOLUTION APPOINTING GABRIELLE BURTON-HILL AND JACOB JORDAN
TO THE TRANSPORTATION ADVISORY COMMITTEE

WHEREAS, Chapter 71 provides for a Transportation Advisory Committee, consisting of 3 ex-officio members and up to 6 residents, who are appointed for terms of two years; and

WHEREAS, Marianne Marichal and James Sholar have resigned as members, leaving vacancies for the unexpired portions of their terms; and

WHEREAS, the City Council finds that appointing Gabrielle Burton-Hill And Jacob Jordan as new members to the Transportation Advisory Council to complete the unexpired terms of two members who resigned is in the best interests of the City of Newburgh;

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Newburgh, New York that Jacob Jordan, is hereby appointed to the Transportation Advisory Committee effective immediately to complete the unexpired term of one member who resigned which term expires on May 23, 2024.

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that Gabrielle Burton-Hill is hereby appointed to the Transportation Advisory Committee effective immediately to complete the unexpired term of one member who resigned which term expires on January 9, 2025.

LOCAL LAW NO.: E - 2023

OF

SEPTEMBER 25, 2023

A LOCAL LAW ADDING ARTICLE IX,
ENTITLED "EXEMPTION FOR DISABLED PERSONS WITH LIMITED INCOMES"
TO CHAPTER 270 ENTITLED "TAXATION" OF THE CITY CODE
OF THE CITY OF NEWBURGH

BE IT ENACTED, by the Council of the City of Newburgh, New York that

SECTION 1 - TITLE

This Local Law shall be referred to as "A Local Law adding Article IX, entitled 'Exemption for Disabled Persons with Limited Incomes' to Chapter 270 entitled 'Taxation' of the Code of Ordinances of the City of Newburgh".

SECTION 2 - AMENDMENT

The Code of Ordinances of the City of Newburgh is hereby amended to add new Article IX entitled "Exemption for Disabled Persons with Limited Incomes" to Chapter 270 entitled "Taxation" of the Code of Ordinances of the City of Newburgh to read as follows:

Chapter 270 Taxation

Article IX. Exemption for Disabled Persons with Limited Incomes

§ 270-101. Legislative intent.

This real property tax exemption for persons with disabilities and limited incomes is adopted pursuant to the authorization for same in § 459-c of the New York State Real Property Tax Law.

§ 270-102. Definitions.

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

INCOME – the adjusted gross income for federal income tax purposes as reported on the applicant's federal or state income tax return for the applicable income tax year, subject to any subsequent amendments or revisions, plus any social security benefits not included in such federal adjusted gross income; provided that if no such return was filed for the applicable income tax year, the applicant's income shall be determined based on the amounts that would have so been reported if such a return

had been filed and any losses that were applied to reduce the applicant's federal adjusted gross income shall be subject to the following limitations:

- a. the net amount of loss reported on federal Schedule C, D, E, or F shall not exceed three thousand dollars per schedule,
- b. the net amount of any other separate category of loss shall not exceed three thousand dollars, and
- c. the aggregate amount of all losses shall not exceed fifteen thousand dollars.

INCOME TAX YEAR – the second most recent calendar year for which the owner or owners filed a federal personal income tax return, except for owners who file on the basis of a fiscal year, the applicable tax year shall be the most recent fiscal year for which an income tax return has been filed.

PERSON WITH A DISABILITY – one who has a physical or mental impairment, not due to current use of alcohol or illegal drug use, which substantially limits such person's ability to engage in one or more major life activities, such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working, and who:

- a. is certified to receive social security disability insurance (SSDI) or supplemental security income (SSI) benefits under the federal Social Security Act, or
- b. is certified to receive Railroad Retirement Disability benefits under the federal railroad Retirement Act, or
- c. has received a certificate from the state commission for the blind stating that such person is legally blind, or
- d. is certified to receive a United States Postal Service disability pension, or
- e. is certified to receive a United States Department of Veterans Affairs disability pension pursuant to 38 U.S.C. § 1521.

SIBLINGS – A brother or a sister, whether related through half blood, whole blood or adoption.

§ 270-103. Required proof.

An award letter from the Social Security Administration or the Railroad Retirement Board or a certification from the State Commission for the Blind and Visually Handicapped shall be submitted as proof of disability when making application for the exemption.

§ 270-104. Exemption granted.

Pursuant to the provisions of § 459-c of the New York State Real Property Tax Law, and as therein provided, the real property owned by one or more persons with disabilities, or real property owned by a person with a disability, or by one spouse, or both spouses, or by siblings, at least one of whom has a disability, or whose income, as hereinafter defined, is limited by reason of such disability, shall be exempt from taxation by the City of Newburgh to the extent of 50% of the assessed valuation thereof, as hereinafter provided.

§ 270-105. Amount of exemptions.

The percentage of exemption shall be based on the annual income ranges as specified herein, as follows:

Annual Income	Percentage of Assessed Valuation Exempt from Taxation
\$3,000 but less than \$29,000.00	50%
\$29,000.01 but less than \$29,999.99	45%
\$30,000.00 but less than \$30,999.99	40%
\$31,000.00 but less than \$31,999.99	35%
\$32,000.00 but less than \$32,899.99	30%
\$32,900.00 but less than \$33,799.99	25%
\$33,800.00 but less than \$34,699.99	20%
\$34,700.00 but less than \$35,599.99	15%
\$35,600.00 but less than \$36,499.99	10%
\$36,500.00 but less than \$37,399.99	5%

§ 270-106. Computation.

Any exemption provided by this article shall be computed after all other partial exemptions allowed by law have been subtracted from the total amount assessed; provided, however, that no parcel may receive an exemption for the same municipal tax purpose pursuant to both this article and § 467 of the New York State Real Property Tax Law.

§ 270-107. Exemption not granted under certain circumstances.

- A. Exemption from taxation for school purposes shall not be granted in the case of real property where a child resides if such child attends a public school of elementary or secondary education.
- B. No exemption shall be granted:
 1. If the income of the owner or the combined income of the owners of the property for the income tax year immediately preceding the date of making application for exemption exceeds the sums authorized by the provisions of § 459-c of the New York State Real

Property Tax Law. Where title is vested in either spouse, their combined income may not exceed such sum, except that, where one spouse, or ex-spouse, is absent from the property due to divorce, legal separation or abandonment, then only the income of the spouse or ex-spouse residing on the property shall be considered and may not exceed such sum.

2. Unless the property is used exclusively for residential purposes; provided, however, that in the event any portion of such property is not so used exclusively for residential purposes, but is used for other purposes, such portion shall be subject to taxation and the remaining portion only shall be entitled to the exemption provided by this article.
3. Unless the real property is the legal residence of and is occupied in whole or in part by the disabled person; except where the disabled person is absent from the residence while receiving health - related care as an inpatient of a residential health-care facility, as defined in § 2801 of the New York State Public Health Law, provided that any income accruing to that person shall be considered income for purposes of this section only to the extent that it exceeds the amount paid by such person or spouse or sibling of such person for care in the facility.

§ 270-108. Application process.

- A. Application for such exemption must be made annually by the owner or all of the owners of the property, on forms prescribed by the State Board, and shall be filed in the Assessor's office on or before March 1, the appropriate taxable status date; provided, however, that proof of a permanent disability need be submitted only in the year exemption pursuant to this article is first sought or the disability is first determined to be permanent.
- B. At least 60 days prior to March 1, the taxable status date, the Assessor shall mail, to each person who is granted exemption pursuant to this section on the latest complete assessment roll, an application form and a notice that such application must be filed on or before the taxable status date and be approved in order for the exemption to continue to be granted. Failure to mail such application form or the failure of such person to receive the same shall not prevent the levy, collection and enforcement of the payment of the taxes on property owned by such person.

§ 270-109. Property held in trust.

Notwithstanding any other provision of law to the contrary, the provisions of this article shall apply to real property held in trust solely for the benefit of a person or persons who would otherwise be eligible for a real property tax exemption pursuant to this article.

§ 270-110. Effective date.

This article shall take effect on November 1, 2023 after the filing of same with the Secretary of State and shall apply to assessment rolls completed on or after such effective date.

SECTION 3 - SEVERABILITY

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

SECTION 4 - CODIFICATION

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

SECTION 5 - VALIDITY

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

SECTION 6 - EFFECTIVE DATE

This Local Law and shall be effective on November 1, 2023 after the filing in the Office of the New York State Secretary of State in accordance with the provisions of New York State Municipal Home Rule Law.