

A regular meeting of the City Council of the City of Newburgh was held on Monday, December 11, 2023 at 7:00 PM at the City of Newburgh Activity Center, 401 Washington Street, Newburgh, NY

Moment of Silence / Momento de Silencio

Mayor Harvey asked 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 Martinez, Councilmember Monteverde, Councilmember Shakur, Councilmember Sklarz, Councilmember Sofokles - 7

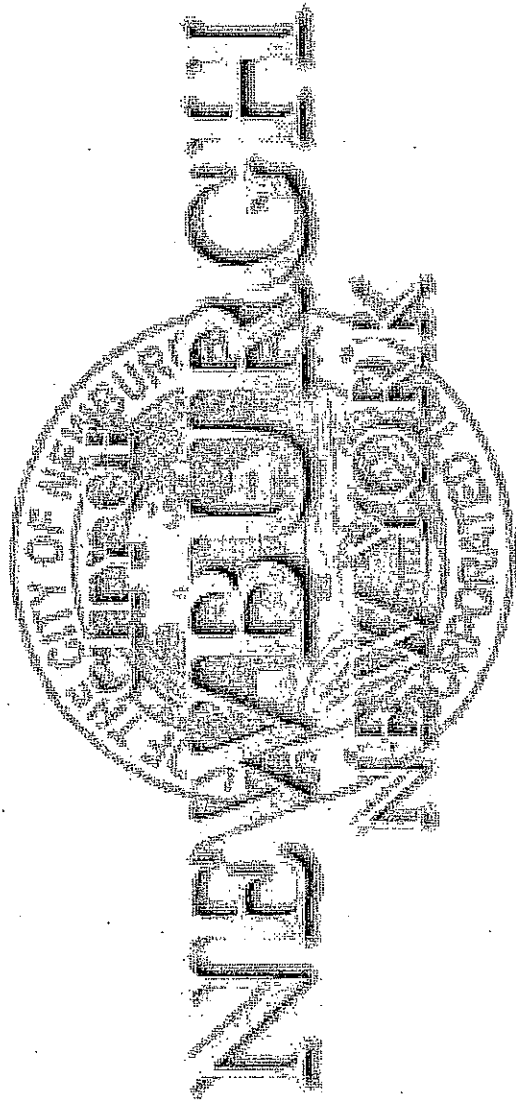
COMMUNICATIONS

Approval of the minutes from the City Council meeting of November 27, 2023 / Aprobacion del Acta de la Reunion General del Consejo del 27 de noviembre de 2023

Councilmember Shakur moved and Councilmember Grice 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

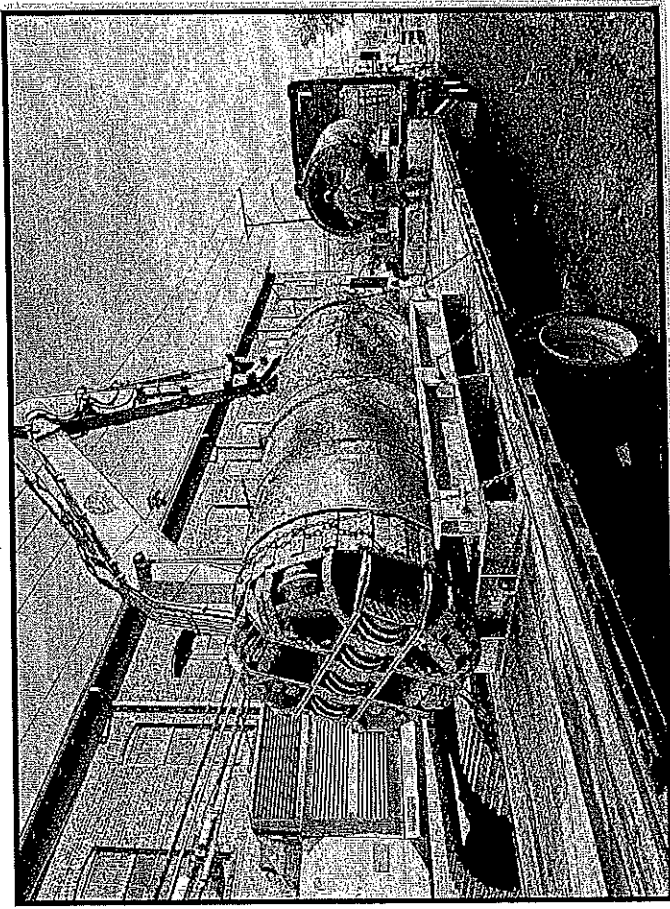
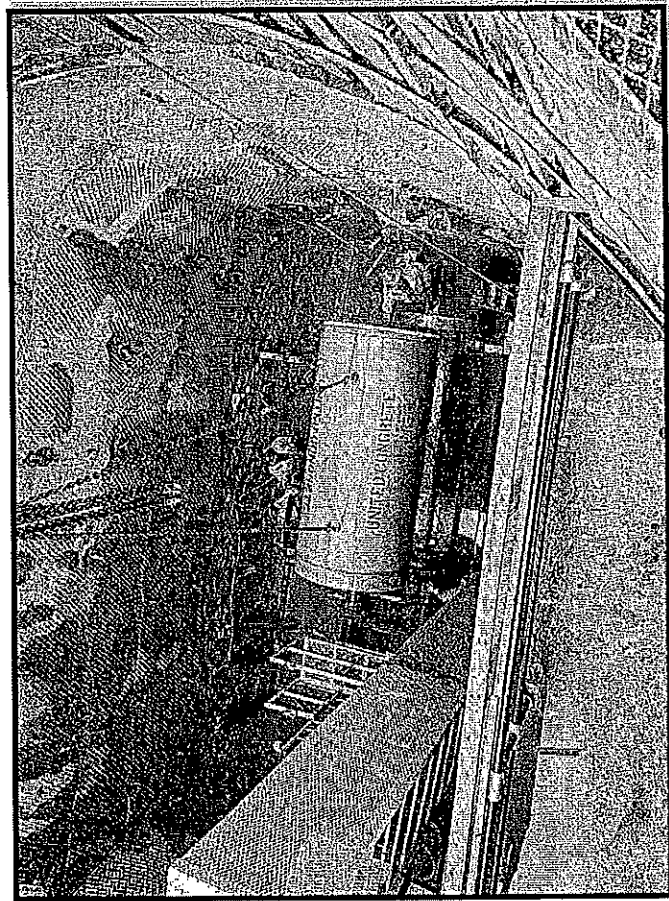
Newburgh City Council Meeting

Monday, December 11, 2023



MAJOR PROJECT MILESTONE REACHED

North Interceptor Sewer Improvements Project

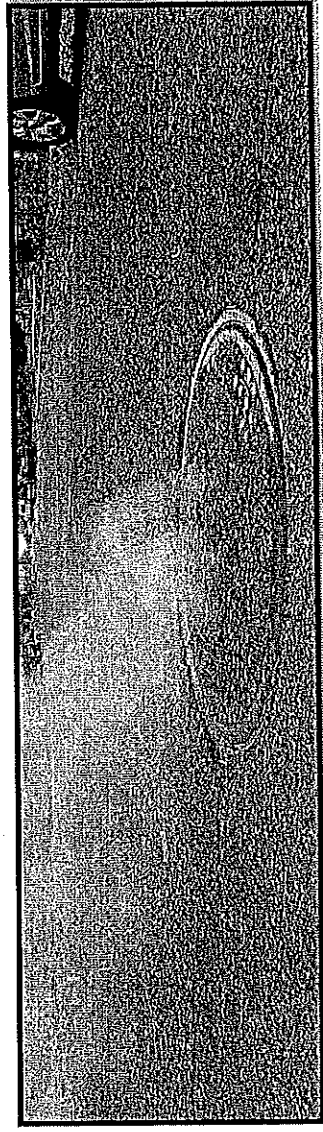
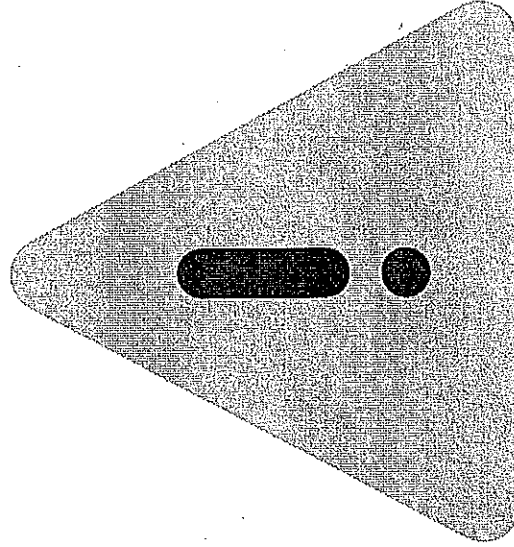


Boring of the final length of underground sewer tunnel successfully completed
Tunnel boring machine spent over 300 days underground boring new sewer tunnels

**LINING OF SEWERS ON NORTH STREET
AND SEWER SEPARATION PROJECT**

Lining of the sewer mains along North Street will begin this week and is expected to continue through December 15, 2023

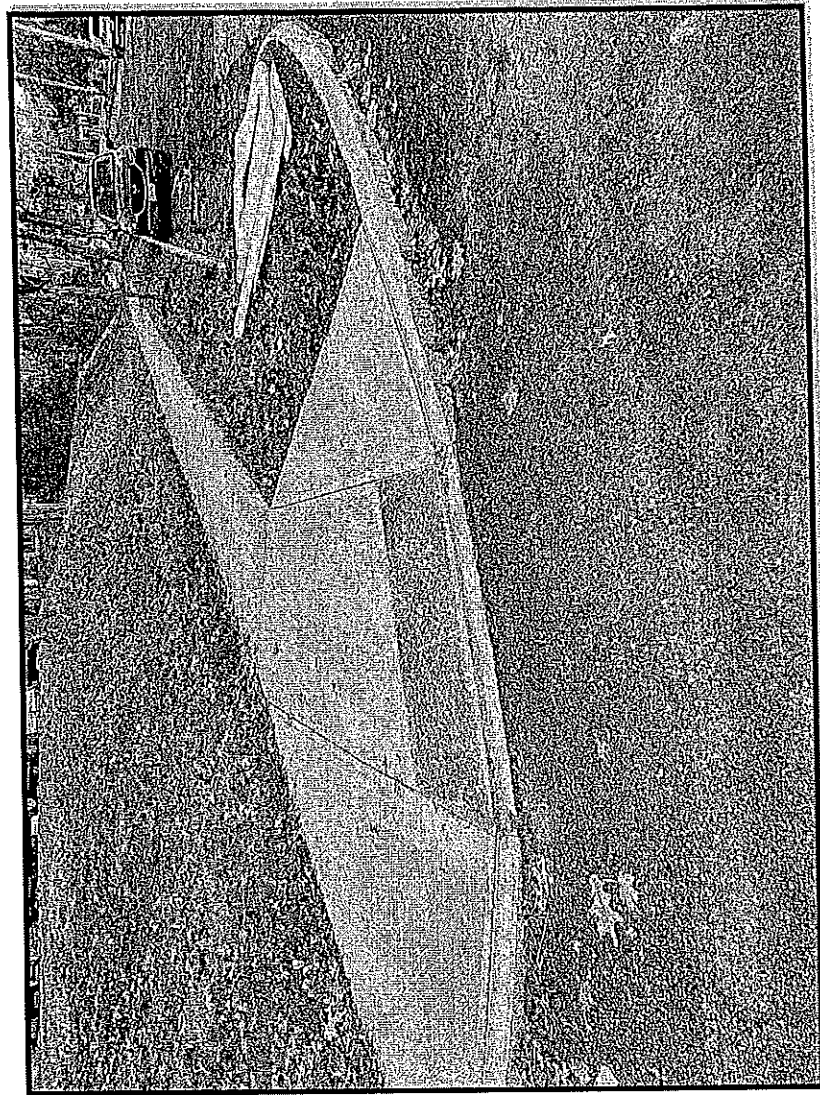
Residents and travelers in the area may observe steam rising from the roadway and manholes in North Street as part of the sewer lining process.





ENGINEERING DEPARTMENT UPDATE

North Street Sewer Separation project





ENGINEERING DEPARTMENT UPDATE

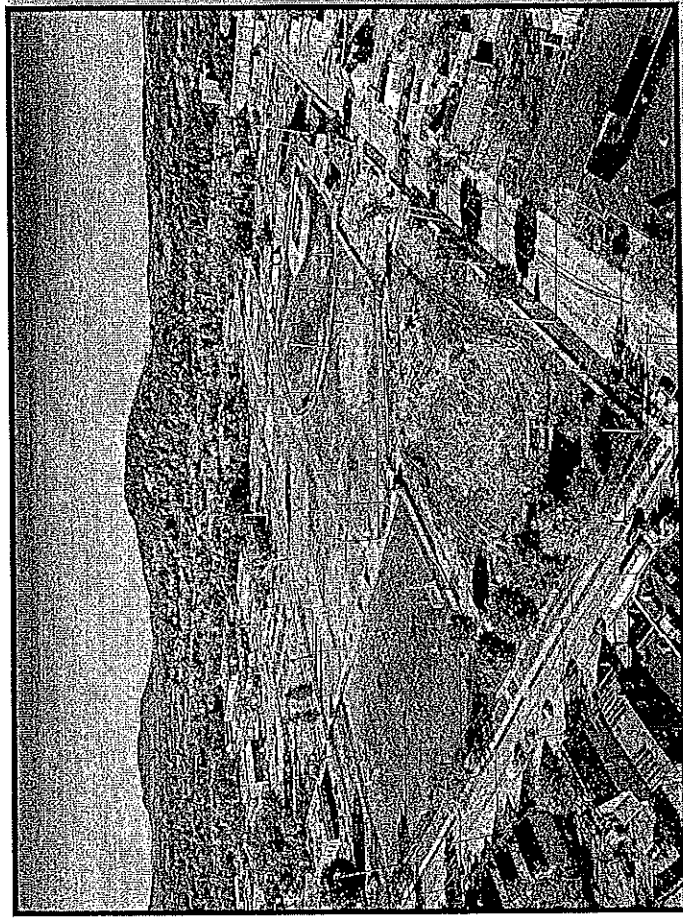
Rebid of Electrical Contract for Delano-Hitch Aquatic Center



Bids are due back to the City by
11:00 AM on Friday, December 22, 2023

23.23

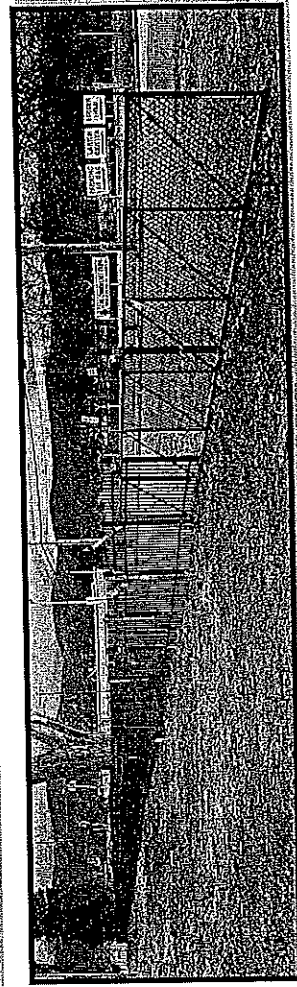
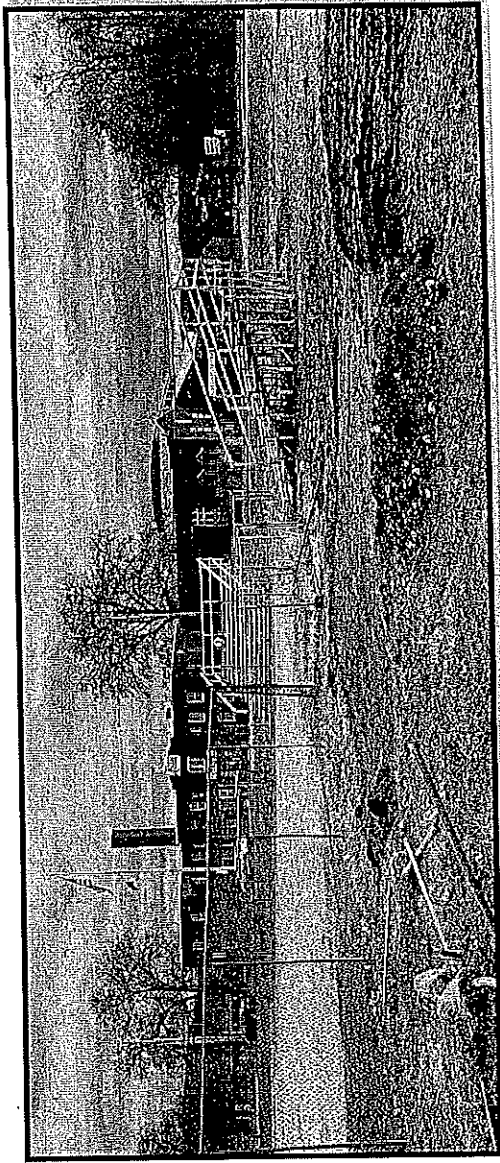
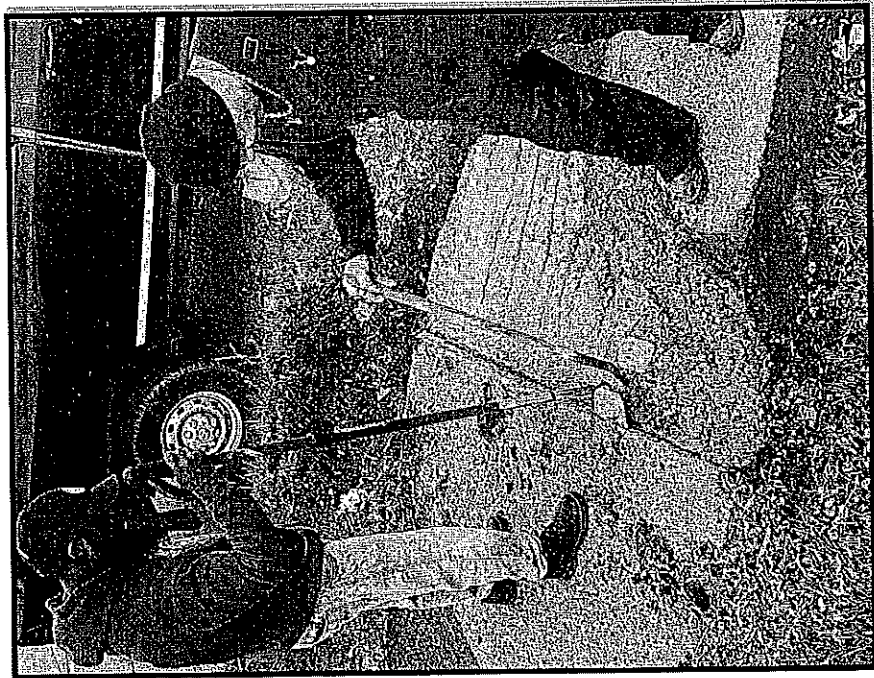
Electrical Contract for Delano-Hitch Recreation Park
Aquatic Center Improvements
New York



bidnet direct.
powered by mdt commerce

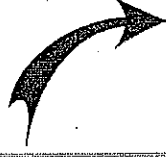
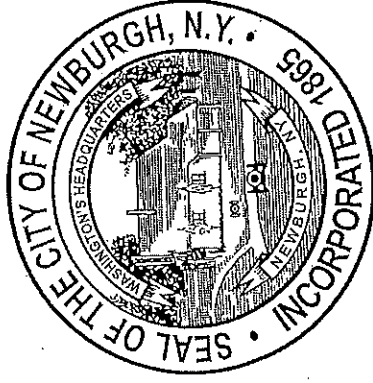
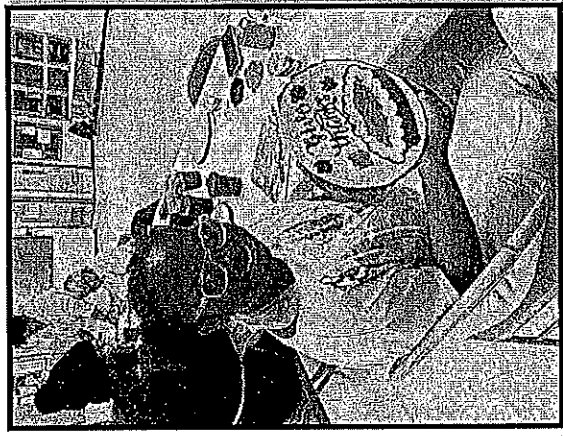
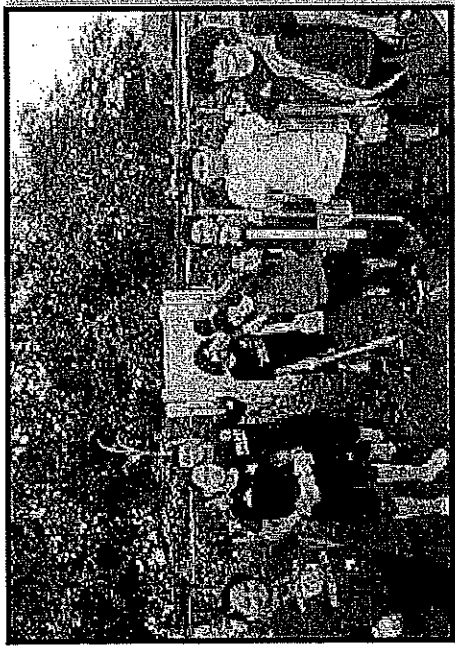
RECREATION DEPARTMENT UPDATE

Delano-Hitch Revitalization



Sidewalk repair & fence installation underway

RECREATION DEPARTMENT UPDATE



REGISTRATION IS OPEN!

**Register in-person at the
Activity Center
401 Washington Street**

**For more information
Call: 845-565-3230**

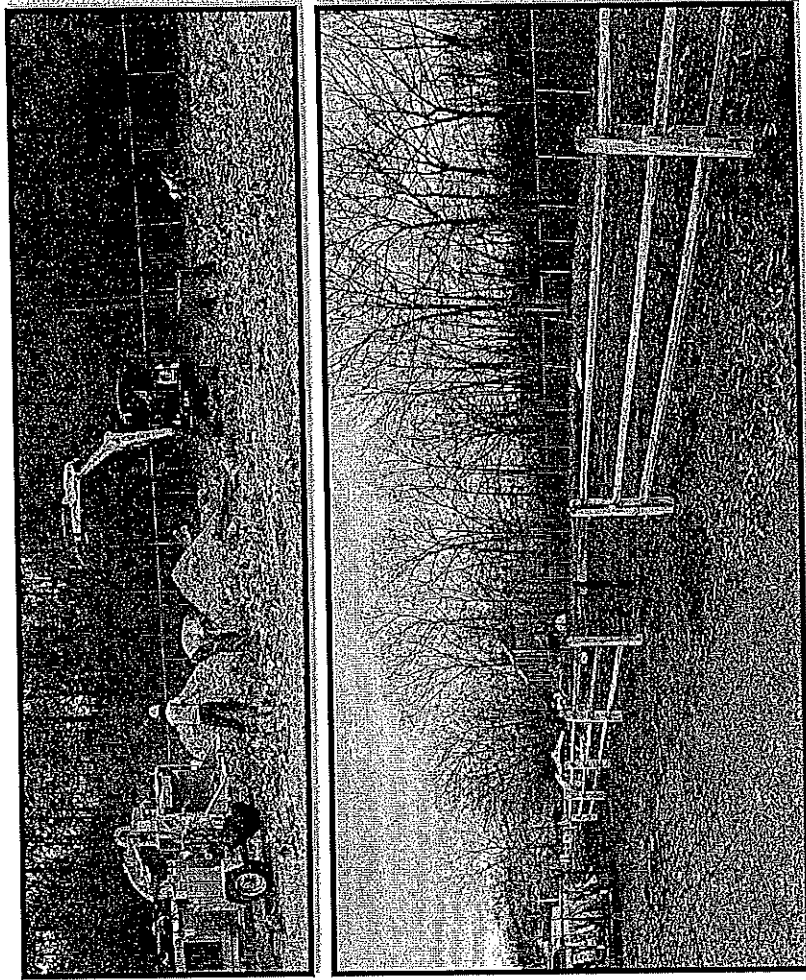
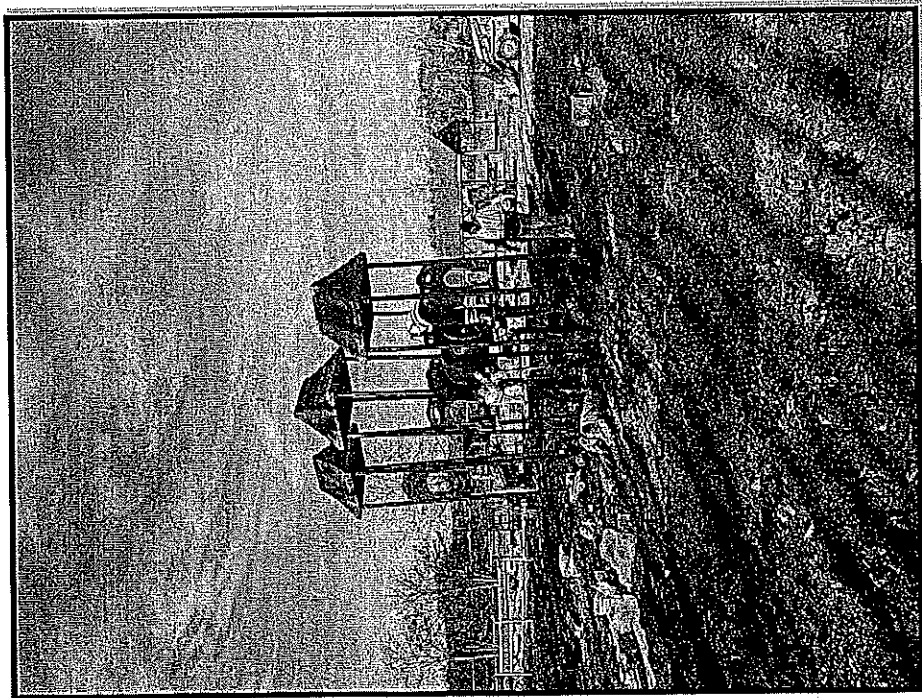
Join us!



REGISTER ONLINE - <https://cityofnewburgh.recdesk.com/Community/Program>



FRANK MASTERSON PARK
Recreation Area

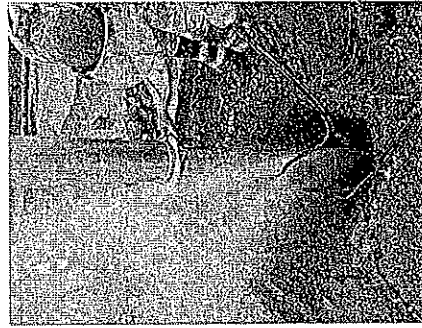


Anticipated opening - Spring 2024



CITY OF NEWBURGH WATER DEPARTMENT UPDATE

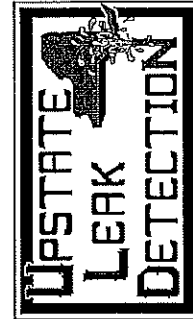
Distribution Division



Full system leak detection survey
found 27 Leaks:

Estimated loss of:

139,200 gallons per day
(over 50 million gallons per year)

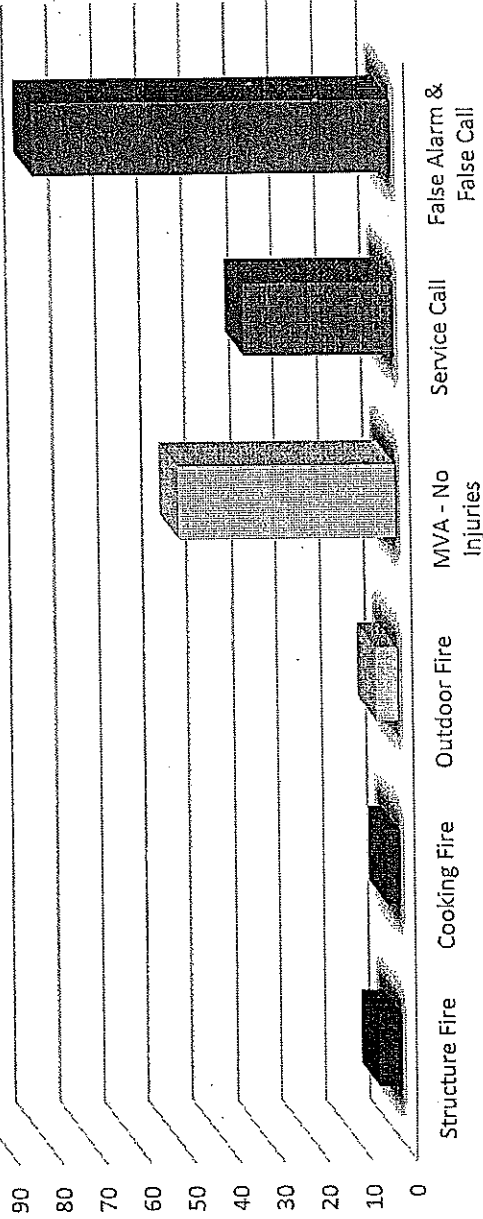


OCWA

CITY OF NEWBURGH FIRE DEPARTMENT UPDATES

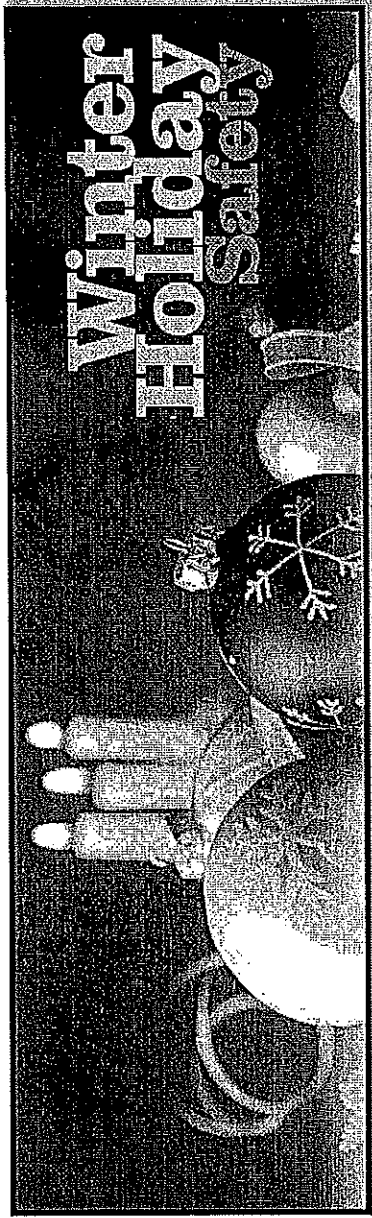
November 2023

Fire Department Incident Snapshot



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	18	7.47%
Overpressure rupture, explosion, overheat - no fire	1	0.41%
Rescue & Emergency Medical Service	80	33.2%
Hazardous Condition (No Fire)	20	8.3%
Service Call	34	14.11%
Good Intent Call	7	2.9%
False Alarm & False Call	81	33.61%
TOTAL	241	100%





Winter Holiday Safety

HOLIDAY DECORATING

- Be careful with holiday decorations. Choose decorations that are flame resistant or flame retardant.
- Keep lit candles away from decorations and other things that can burn.
- Some lights are only for indoor or outdoor use, but not both.
- Replace any string of lights with worn or broken cords or loose bulb connections. Read manufacturer's instructions for number of light strands to connect.
- Use clips, not nails, to hang lights so the cords do not get damaged.
- Keep decorations away from windows and doors.

Before Heading Out or to Bed

Blow out lit candles when you leave the room or go to bed. **Turn off** all light strings and decorations before leaving home or going to bed.

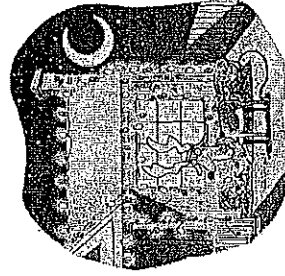
FACTS

- ❗ More than **one-third** of home-decoration fires are started by candles.
- ❗ More than **two of every five** decoration fires happen because decorations are placed too close to a heat source.

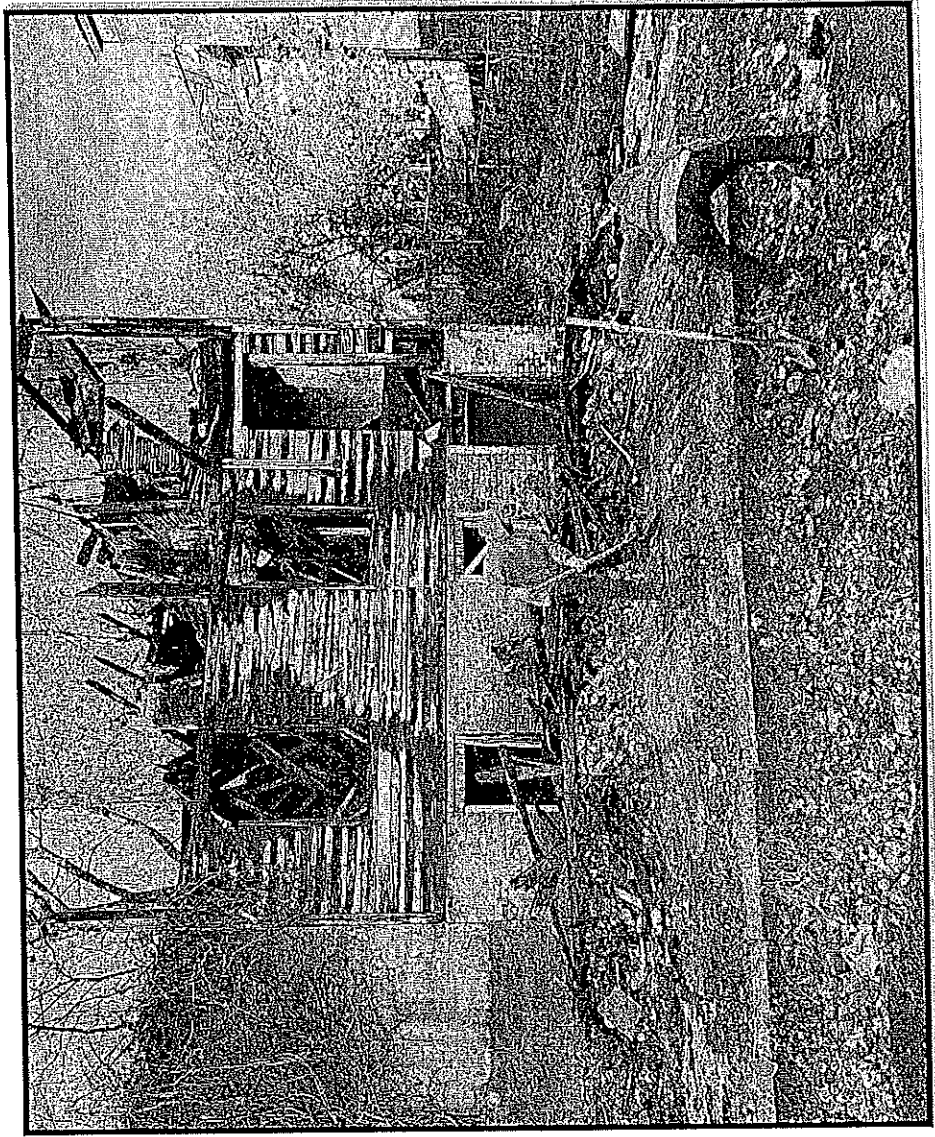


HOLIDAY ENTERTAINING

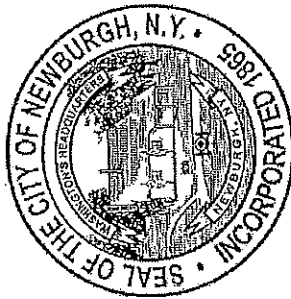
- Test your smoke alarms and tell guests about your home fire escape plan.
- Keep children and pets away from lit candles.
- Keep matches and lighters up high in a locked cabinet.
- Stay in the kitchen when cooking on the stovetop.
- Ask smokers to smoke outside. Remind smokers to keep their smoking materials with them so young children do not touch them.
- Provide large, deep ashtrays for smokers. Wet cigarette butts with water before discarding.



EMERGENCY DEMOLITION OF 10 & 12 VAN NESS



**CALL BY 3:00 PM ON
DECEMBER 19**



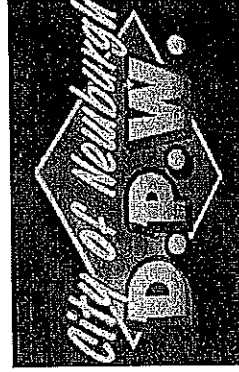
Bulk Item Pickup Program

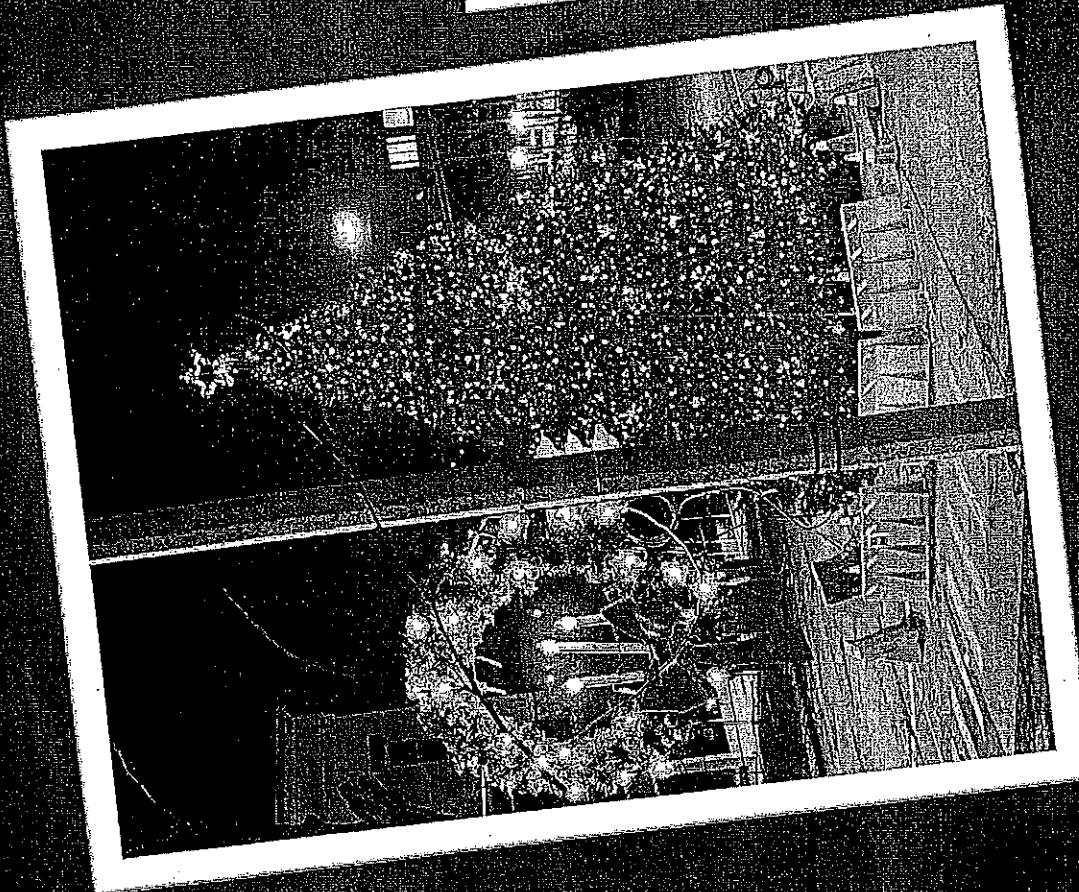
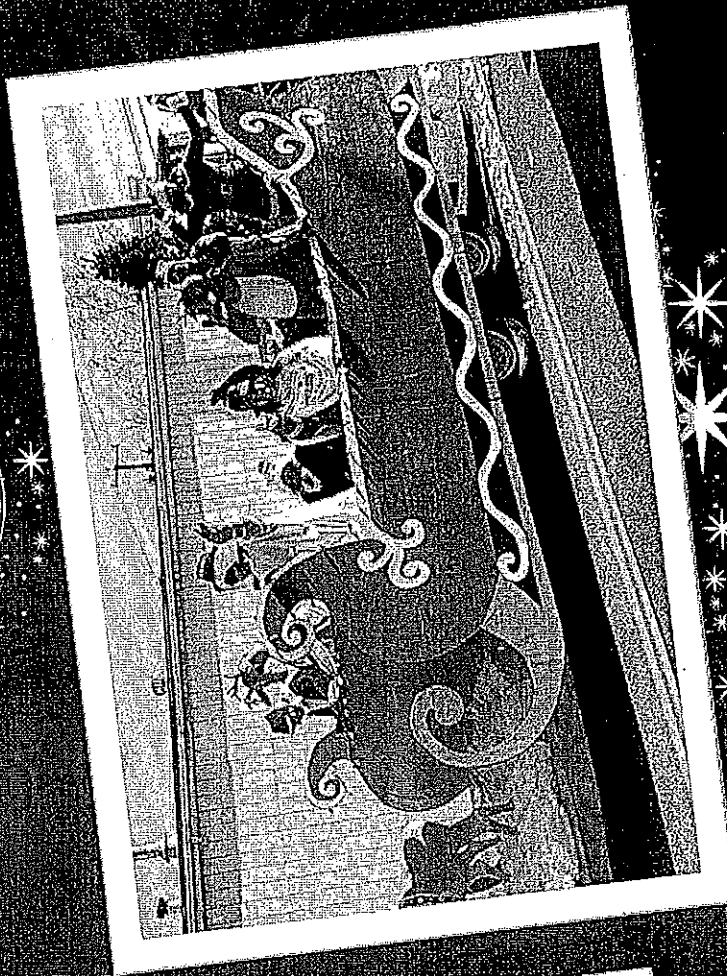
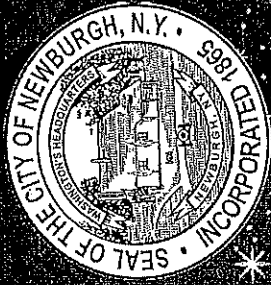
**TO SCHEDULE A PICK UP
CALL 845-565-3297**

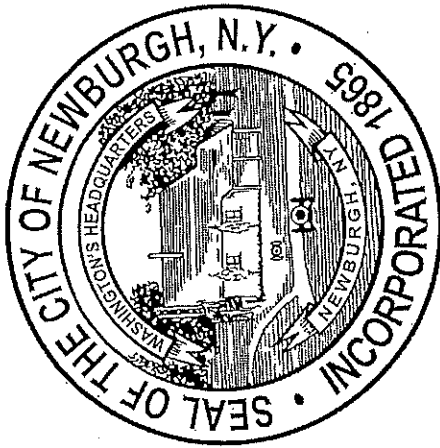
**FINAL FREE
BULK ITEM PICKUP
DECEMBER 20, 2023**

Residents are required to schedule their bulk item pickup with on the Tuesday before the collection date to schedule a pickup.

Limit of five (5) items for pick-up per address.





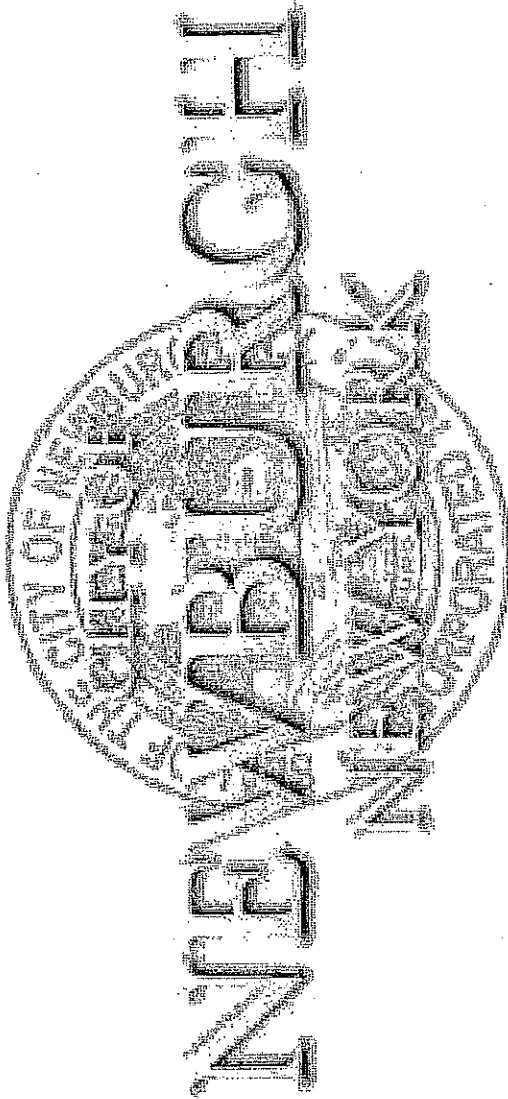


BOARD & COMMISSION VACANCIES REMINDER

- BOARD OF ASSESSMENT REVIEW
- BOARD OF ELECTRICAL EXAMINERS
- CONSERVATION ADVISORY COUNCIL
- DISTRICTING COMMISSION
- POLICE COMMUNITY & RELATIONS
REVIEW BOARD
- TRANSPORTATION ADVISORY COMMITTEE

- APPLY ONLINE ON THE CITY WEBSITE
- SEND COMPLETED APPLICATION VIA EMAIL:
BOARDS@CITYOFNEWBURGH-NY.GOV
- MAIL OR HAND-DELIVER APPLICATION:
CITY HALL – 83 BROADWAY

Residency requirements may apply

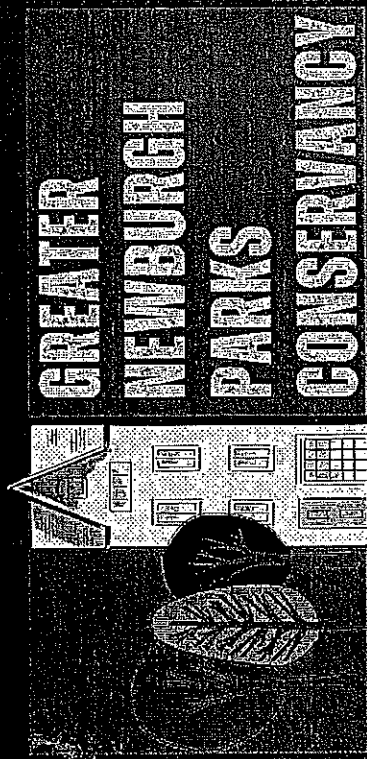


CONTACT US

Members of the news media are asked to direct all press inquiries to:

press@cityofnewburgh-ny.gov





Manages the Fellowship

In collaboration with Newburgh's Conservation Advisory Council, Outdoor Promise, and a growing number of partners and supporters.

EJFP Core Funding

Arbor Day Foundation
City of Newburgh
Greater Newburgh Parks Conservancy



The Conservancy is a volunteer org. No paid staff.

- City funds for EJFP:

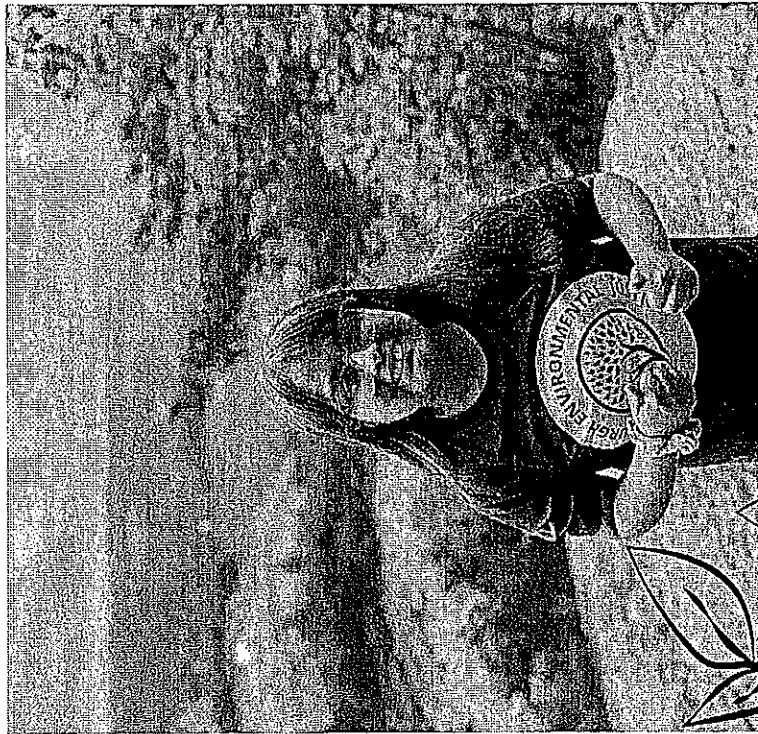
- 87% = Fellow stipends and former Fellow projects & mentoring
- 6% = mandated insurance
- 3% = EJF t-shirts & hoodies
- 3% = Local photography/videography
- 1% = Support of online tree course



Mission

- Build EJ knowledge and restore environment
- Engage, connect, and support Newburghers to advocate for our environment and urban forest
- Foster a culture of tree stewardship
- Create opportunities for young adults to be environmental leaders

Nicole Villachica



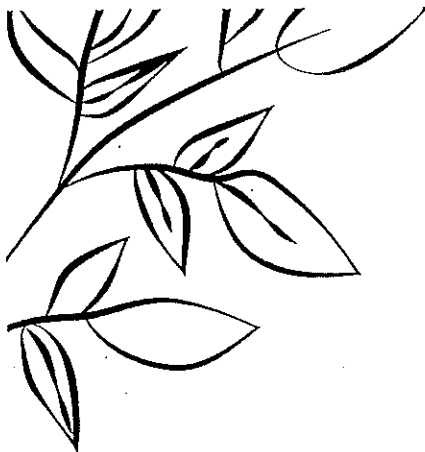
- Newburgh born & raised
- Loves the community
- Volunteering since middle school
- Loves gardening & trees, learning about EJ

Nicole Villachica

BEST PART OF FELLOWSHIP

- Proud to nurture trees for generations to come
- Proud to educate about their importance and beauty and why they deserve to be there for generations to come.





PLANTING POWER NEWBURGH

Hazelnut

Corylus sp
10-16' tall, 8-13' wide
Lifespan 35 years

For a food forest, nut trees are a must-plant! Nuts are among the most nutrient-dense plant foods, high in fat, protein, vitamins and minerals. Hazelnuts are compact trees that bear delicious nuts quickly, have beautiful late summer flowers, and will feed the community of people and critters for decades.

HELP US CARE FOR THIS TREE!

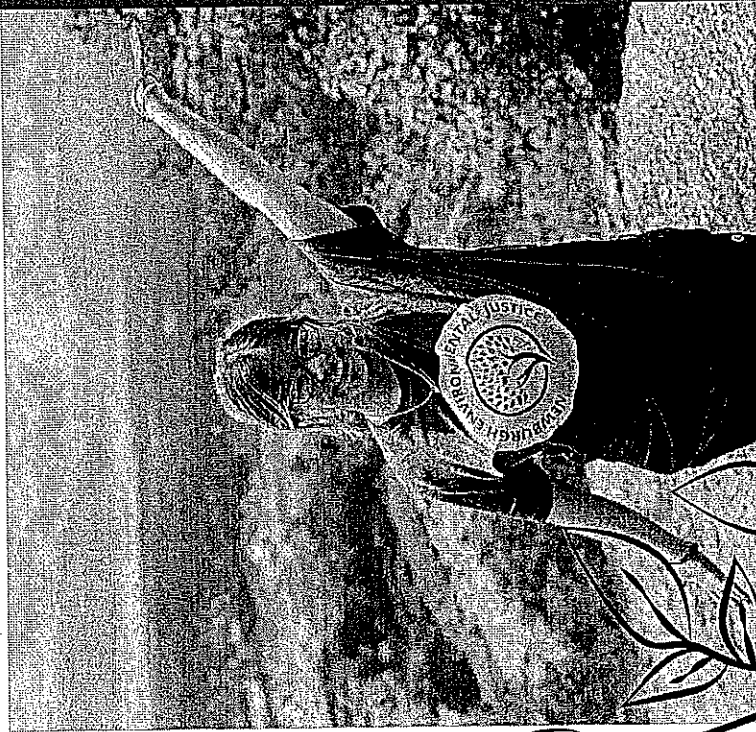
- Water 15-20 gallons weekly from May-Oct.
- Remove weeds and litter around the trunk and in the mulch.
- Mulch is NOT a potty spot. Curb your pets.





www.newburghparksconservancy.org

Emily Alta

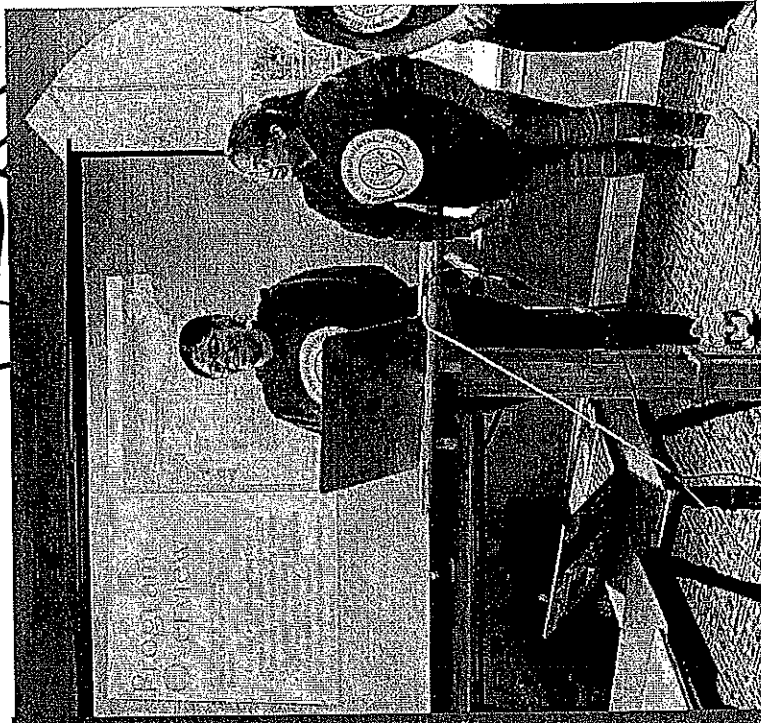


- Born and raised in Newburgh
- Loves to volunteer at City events
- Happy to be part of positive change.
- A Proud Latina
- Our community needs cleaner air and safer streets.
- I wish to plant seeds of hope for future generations to live in a better environment

Emily Alta

BIG IMPACT THOUGHT

Educate the underserved - period.



Emily Alta

EJFP Insight

One person with a goal
can inspire a community
to make change



"I SPEAK FOR THE TREES!"



Dr. Seuss' The LORAX

Tyrese Billups



- Newburgh native with an everlasting passion for nature
- Intrigued by environmental justice
 - Solving problems - social, economic, political
 - Preserving nature's beauty
- Let's grow trees and make Newburgh grow!

Tyrese Billups

BIG IMPACT

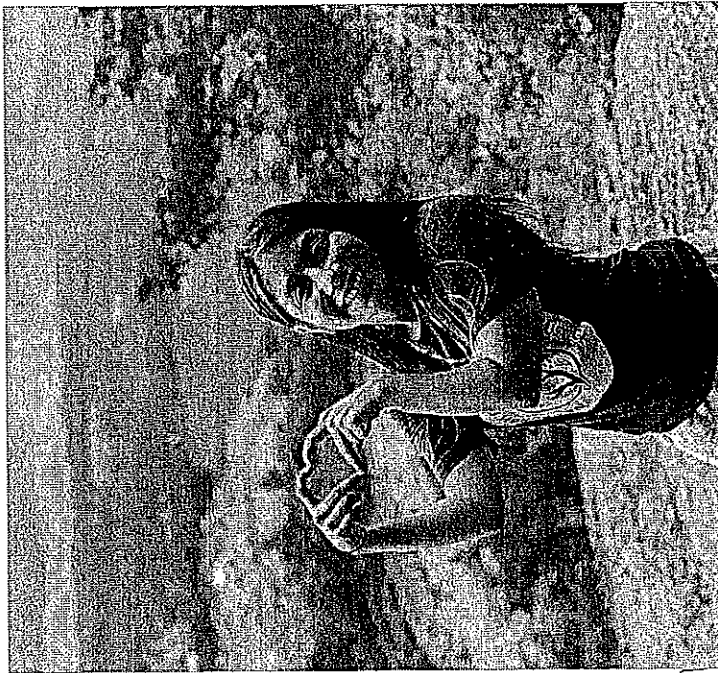
- Learning from state & local environmentalists

WHAT I'LL USE BEYOND THE FELLOWSHIP

- Organizing community events
- Engaging in the civic arena



Eileen Corrales



- Long-time resident of Newburgh
- Loves Newburgh and the community
- Science/agricultural background
- Always loved nature and helping people
- Eager to share my passion and knowledge with everyone in Newburgh.

Eileen Corrales

BEST PARTS OF FELLOWSHIP

- Engaging community
- Hands on learning
- Seeing environmental rights from different perspectives

INSIGHTS

- Children are smart and funny!
- It's easier to get people to listen with a team behind you



Recommendations for City Council,
Executive Office, and the Public

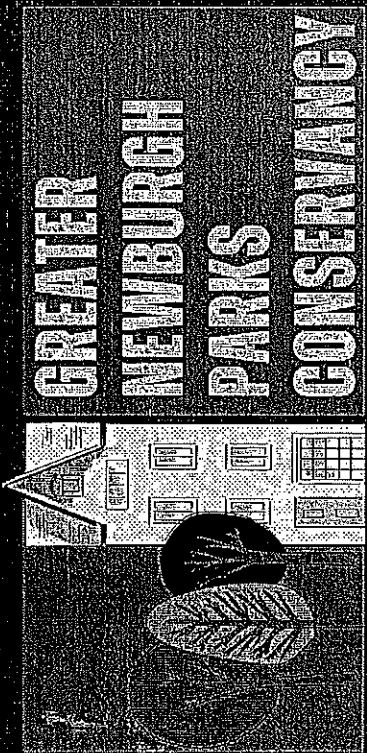


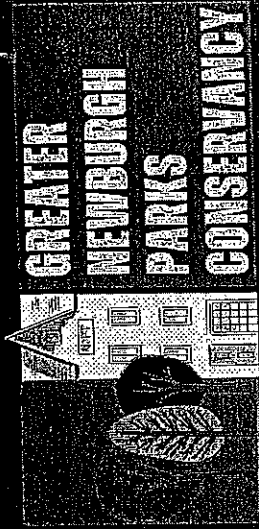
- Don't underestimate us just because we're young
- Educate yourselves: go to events, ask questions

2023 Highlights



- Learning from many groups & individuals
- Teaching kids at the Armory
- Helping to plant 48 new trees
- Caring for nearly 100 trees
- Assessing streetscapes
- Canvassing for new planting locations & tree stewards





newburghparksconservancy.org/environmental-justice-program

PRESENTATIONS

2023 EJ Fellowship Accomplishments Presentation

Cathy Lawrence and members of the Environmental Justice Fellowship did an Accomplishment Presentation. They said we are all here with the same goal and it was a great experience finding ways to help our community and they encouraged everyone to get engaged and ask questions. They will be submitting their final report to the City soon and thanked the Council for approving a very generous budget for next year so they can do more great work in the City of Newburgh.

Crime Data Update

Commissioner Gomerez and Chief Geraci presented a crime data update.

Councilmember Grice said they have gotten a lot of flak on crime data and there is no gag order here. That was something a reporter made up because they couldn't get the inside scoop. We are also not the murder capital because at our highest in 2016, 2017 we had six murders. We are not hiding crime and you can go to the Police Department to see the reports. Crime hurts businesses, homeowners and children who are applying to jobs and colleges. When you see those narratives in the Media, please challenge them because they are not accurate. He will not be on the Council next year but feel free to reach out to him or the Police Department as they will gladly share information. *"Kudos to our Police Department, they have my support."*

Councilmember Martinez thanked Commissioner Gomerez and Chief Geraci for the report and she is happy to know the crime rate is steadily going down. Those narratives have an impact on the youth here and she grew up listening to those negative comments about Newburgh but people didn't realize the wonderful futures that the youth have here. She repeated the Mayor's famous phrase, *"Men lie, women lie but the numbers don't lie"*

Councilmember Monteverde thanked Commissioner Gomerez and Chief Geraci for a fantastic report. Showing a significant reduction in crime means we are heading in the right direction and a decrease in gun violence is something to shout about. She told them to continue with the fantastic work they are doing and as Councilman Grice noted, the naysayers must stop. Newburgh is flourishing and moving in a positive direction with wonderful things happening.

Councilmember Shakur thanked Commissioner Gomerez and Chief Geraci for the report and the crime data but noted they are also working on building relationships with our Police Department for our kids and the future of this City. This is not over as we still have more work to do.

Councilmember Sklarz thanked Commissioner Gomerez and Chief Geraci for their presentation. It is very frustrating to see the Media portraying narratives from old data and the same stereotypes. He noted that the Police Department reports this information to them but who else is this reported to?

Commissioner Gomez said that their data is reported to the FBI National Database and the New York State Division of Crime Justice Services, so it is public on their websites.

Councilmember Sofokles thanked Commissioner Gomez and Chief Geraci for their report. She said it's been a long time for Newburgh and the negativity surrounding the Police Department, but they have made it so different. All of these numbers prove something to everyone, and they should. Things are going in the right direction and a strong Police Department is what it's all about.

Mayor Harvey thanked everyone who serves the community because the community and the stakeholders make a difference when we talk about building and nurturing the police community relationships. To reiterate what the Commissioner said about the reporting agencies, when the Council goes out and travels to conferences, they talk about Newburgh's crime data as to where we were and where we are now. When we talk about seeking more funding and programs for our youth and workforce development, we can't arrest our way out of crime and poverty, so it's directly correlated to crime. If we address poverty issues and meaningful employment that's a key element to the downward trajectory of crime. Let's get people trained, certified and working then they don't have time to think about criminal activity because they are working.

Commissioner Gomez added that this wouldn't be possible without the support of the City Council, the City Manager and the trust that the community has placed in them. They communicate with us now so it's not our success, it's the community's success.

*Mayor Harvey asked to break protocol to hear a poem from Jeanne Abrams.

Jeanne Abrams, Poet Laureate read a Christmas poem written by Robert Frost titled, *"To a Young Wretch"*.

Public Hearing - Concerning the Existence of a Public Emergency Requiring the Regulation of Certain Residential Rents

Mayor Harvey called a public hearing that was advertised for this meeting to receive comments from the public concerning the existence of a public emergency requiring the regulation of certain residential rents in the City of Newburgh.

Michelle Kelson, Corporation Counsel explained the purpose of this public hearing is to hear comments on the existence of a public housing emergency in the City of Newburgh. The Emergency Tenant Protection Act was expanded in 2019 to expand rent regulation outside of the five boroughs of New York City, Rockland and Westchester County to all of New York State. The statute provides that the existence of a public emergency requiring a regulation of residential rents for all or any classes of housing accommodations shall be a matter of local determination within each city, town or village. Made by the local legislative body of such city, town or village on the basis of the supply of housing

accommodations within the city, town or village a declaration of such emergency may be made as to any class of housing accommodations if the housing vacancy rate for the housing accommodations in such class within a municipality is not in excess of 5% and a declaration of emergency may be made as to all housing accommodations if the vacancy rate for the housing accommodations within the municipality is not in excess of 5% . Pursuant to that authorization the City undertook a rental vacancy study, which has been posted on the City's website for nearly a month and in that study the City looked at housing accommodations that were eligible to be regulated under the ETPA, six units or more legally established residential units constructed prior to January 1, 1974 excluding accommodations with buildings containing five or fewer dwelling units, housing accommodations completed on or after January 1, 1974, housing accommodations that were built as commercial before 1974 and converted to residential after 1974. Housing accommodations that were rehabilitated as residential units on or after January 1, 1974, motor courts, tourist homes, housing accommodations that are already controlled through state or federal regulations and non-for-profit units that are operating for charitable or educational purposes. The study found that the net vacancy rate for all housing accommodations in the City of Newburgh is 3.93%. Tonight's public hearing is for you to provide your comments on the existence of the public emergency with respect to housing accommodations. You are allowed to speak for five minutes about your views based on the information that the City has presented so far. The Council will then review the study and comments received and make a determination and we expect to schedule a meeting next week for the purpose of making a decision on the public emergency. Please line up at the microphone in an orderly fashion and each person will have five minutes to speak. Please give your name and whether you are a city or non-city resident. Thanks for your participation tonight.

Cory Allen, City of Newburgh said that this housing crisis just didn't start recently. He gets calls every day from people, specifically Black people, saying the landlord wants them to move out or they are shutting off the water. A Housing Report came out in 2021 stating there was a housing emergency back then. Prior to that the Council said there needed to be a moratorium on all housing sales when the Pandemic hit but if you look at the history of housing sales, we have been selling to everyone. He has seen nothing but people from Brooklyn come here and buy homes, so he wants to change everything. We have seen gentrification here in the City of Newburgh for the past ten years so something has to be done. He sat on one of the Boards, so he has watched who is buying property here in the City and at the end of the day he is the one who has to hear from the residents that are being displaced. Many have mixed emotions right now but rent control is necessary. There needs to be a complete overhaul on the housing situation here and we have to stop selling properties to these big business from Brooklyn because it's hurting us. The Council represents the people here who voted for them not the investors and we say that we need rent control. We have to revitalize our own neighborhoods so we can continue to live here and prosper with our families.

Rene Mejia, For the Many and lifelong resident of the City of Newburgh said that housing is a human right that no one should ever go without. We are discussing today if the City should declare a housing emergency opting us into the Emergency Tenant Protection Act. For some, tonight is about protecting their investments and pocketbooks but for others it's a fight for security, safety, warmth and basic human decency. After the City conducted the Vacancy Study it was reported that we have less than the 5% vacancy rate which gives Newburgh plenty of reason to declare a housing emergency, however, tonight you will hear

the opposite. People will say that the answer is to build more units and flood the market with them. In theory, this could work but only if these apartments were below market rate. Recently a development project was finished that created fifty-nine units for the City of Newburgh, but they start at \$1,825.00 for a one-bedroom apartment which most people can't afford and still pay other bills. Imagine how hard it is for single parents or a family of three working a minimum wage job. The answer isn't to get another job or work harder, the answer is that the Council take the necessary steps to protect the majority. Sixty percent of renters in Newburgh are tenants and they are rent burdened. Today you have an opportunity to protect the families that live in the seven hundred and thirty-eight units covered under the ETPA and this is the right first step for Newburgh. Two years ago we were in the same building talking about the same issue and he finds it funny that we only see such turnout from certain individuals when it comes to legislation that affects them. Many of the tenants here can't keep going on like this and they are living in buildings not well kept by their landlords. He urged the Council to listen to the tenants and protect the many and not the few. He was born and raised here, and he wants to stay here but he can't do that when tenants keep getting neglected. Newburgh isn't Goshen or Manhattan, but its home and he wants to stay home. He announced that on Wednesday at 6:00 pm at the Armory they will be hosting a "*Know Your Rights*" session for the Emergency Tenant Protection Act so please join us. We have to educate everyone because we are seen as the little people but we have to stand together like we are tonight.

Cynthia, 11 Grand Street said she is here because she feels like Rene and she is tired of seeing our buildings sold to people who are displacing residents. Her daughter has to move and has been searching for three months but can't find anything they can afford here in the City. It has to stop at some point and people have to be treated like people. We should all be fighting for the right of housing because it's a basic thing that we all need, and it shouldn't be unaffordable. Her landlord is not a slumlord, and she is lucky, but she has seen friends who have been displaced and moved away. Why can't we treat each other like people?

Ms. Burks, City of Newburgh said she has attended the School Board meetings fighting for policies not to be changed that would affect the inner city residents of Newburgh. 2024 policy is going to be passed where up to twenty-five percent of homework will be due in order to pass the class but how will they pass when they don't have a home or kitchen table to do their homework on. A job making \$17.00 or \$20.00 an hour after taxes leaves you with about \$1100.00 which isn't even enough to make your first month's rent let alone pay for car insurance, clothes, food and activities for your kids. Kids don't have anything to do so they are going to get into trouble, and we are trying to bring the crime rate down but how can we do that when we don't have any place to live and all of our money is going to rent? This is ridiculous. There are people here with kids who are sleeping on mattresses in one-bedroom homes with three families in them. We elected the Council, and our taxes pay your salaries, but we have no place to stay so let's do something. If you want us to pay these rents, then give us jobs that pay more than \$15.00 an hour.

Carla Johnson, City of Newburgh said she has a message from a senior citizen who is being evicted. She is elderly and has been living in the same apartment for ten years, but her building was sold and now she has to relocate. She has about five friends who waited years to get Section 8 and now there are no apartments available. When she moved here in 2012 a one bedroom was \$650.00 to \$700.00 and now in 2023 a one bedroom is \$2000.00 and on a good night you're going to get shot. They need to pass this tonight and not wait

until 2024 because we need this. So many people are homeless and sleeping outside. Also stop letting the people from outside here and take care of the people who are here now.

Rich Lanzerone, Executive Director of the Hudson Valley Property Owners Association and resident of Accord, New York submitted the attached comments. (comments attached)



HUDSON VALLEY PROPERTY OWNERS ASSOCIATION, INC.

AUDIT REPORT ON CITY OF NEWBURGH, NY VACANCY SURVEY DATED NOVEMBER 6, 2023

December 11, 2023

EXECUTIVE SUMMARY

A detailed examination and audit of the City Vacancy Study dated November 6, 2023 shows that the actual vacancy rate during the survey period is 6.35%.

The Planning Department made a number of mistakes resulting in a mis-reporting of the actual vacancy rate.

METHODOLOGY

HVPOA examined the Orange County Real Property Database for each property for number of units, taxable status and year built.

HVPOA contacted every owner and asked them to confirm the information presented in the City Survey. The large majority reported the Survey was accurate, however several owners reported mistakes.

MISTAKES FOUND (line numbers are from the Nov 6 Newburgh City Vacancy Study , Appendix F)

1. Improper inclusion of non-profit properties. The Survey contains an Appendix B listing properties owned by non-profits which are exempt by statute from ETPA and therefore not included in the Study.
 - a. Line 64 , 51 Leroy Place, containing 78 units – owned by non-profit Voisins of Newburgh see Exhibit 1
 - b. Line 44, 99 Dubois Street , containing 6 units – owned by non-profit Mosholu Preservation Corp. see Exhibit 2.

These improper inclusions of exempt properties reduces by 84 units the number of units used as the denominator in calculating the vacancy rate, a major change in the vacancy percentage calculation.

2. Transcription errors
 - a. Line 10 , 494 Broadway , owner written response reports 2 vacancies, City Survey shows zero vacancies. See Exhibit 3.
 - b. Line 18 , 155 Ann Street, submitted written owner response shows 3 vacancies , City Survey shows zero vacancies see Exhibit 4.
- There is no good explanation for these mistakes.

3. Other transcription errors. Poor Survey form design led to transcription errors. There is no place on the form that asks how many vacant units are available for rent? This created mistakes as follows:

MISTAKES (continued)

- a. Line 65 , 379 Powell Ave, with no place on the form to actually say how many are vacant and available to rent the Owner wrote in that there are 5 apartments available immediately, meaning now, the Survey shows zero vacancies. See **Exhibit 5**.
- b. Line 26, 81-83 Williams Street , owner survey response says 6 units, 2 are occupied, 2 are under repair, total 2 unavailable to rent, leaving 2 vacant and available to rent. City Survey double counts as 2 under repair and 2 total unavailable to rent, these are the same 2 apartments being double counted as unavailable to rent, City Survey shows zero available to rent should be 2 vacant available to rent. See **Exhibit 6**.
- c. Line 61 , 428-430 Liberty, City Survey fails to count the 7 apartments in the 430 Liberty side of the property and its 3 vacancies. City Survey shows 14 units should be 21 , shows zero vacancies should be 3 vacancies. See **Exhibit 7**.

Correcting for these City Survey mistakes results in the following calculation:

Total corrected units in the City Survey:	661 Units
Total corrected occupied units in the City Survey:	544 Units
Total corrected units Not available for rent:	17 Units
Total corrected units under repair:	58 Units
Total corrected vacant units available for rent:	42 Units

Vacancy Rate calculation : 42 vacancies divided by 661 total units

$$\frac{42}{661} = .0635 = 6.35\% \text{ VACANCY RATE}$$

See Exhibit 8

EXHIBIT 1 SBL 4-8-24 51 Leroy Place - Voisins of Newburgh Ownership & Non-Profit status

Municipality of City of Newburgh		
SWIS	331100	Tax ID: 4-8-24
Ownership Information		
Name	Secondary Name	Address
Voisins of Newburgh		51 Leroy Pl Newburgh NY 12550
Incorporated		51 Leroy Pl Newburgh NY 12550
Sale Information		
No Sales Information Available		
Historic Deed Information		
Book	Page	Prior Printkey
1836	01099	



Services News Government

Q 51

Department of State
Division of Corporations

Entity Search Results

A total of 1 entities were found. If the entity name you are searching is not displayed please refine the search.

Search

Name	DOS ID #	Assumed Name ID #	Status	Entity Type	Date of First Filing	County
VOISINS OF NEWBURGH, INC.	274903		Active	DOMESTIC NOT-FOR-PROFIT CORPORATION	04/03/1969	Orange

Rows per page: 5 1-1 of 1 < >

EXHIBIT 2 SBL 22-34 99 Dubois Street Mosholu Preservation Corporation Ownership & Non-Profit Status

Orange County



ITE Links

Municipality of City of Newburgh				
SWIS:	331100	Tax ID:	22-3-4	
Ownership Information				
Name:	Secondary Name:		Address:	
Mosholu Preservation Corp			234 Broadway Ste 2 Newburgh NY 12550	
Sale Information				
Sale Date	Price	Property Class	Sale Type	Prior Owner
3/4/2019	\$1,140,425	411 - Apartment	Land & Building	99-101 Dubois LLC
	Value Usable	Arms Length	Deed Book	Deed Page
	No	Yes	14543	877



Services News Government

Q 5

Department of State Division of Corporations

Entity Search Results

A total of 1 entities were found. If the entity name you are searching is not displayed please refine the search.

Search

Name	DOS ID #	Assumed Name ID #	Status	Entity Type	Date of First Filing	County
MOSHOLU PRESERVATION CORPORATION	738460		Active	DOMESTIC NOT-FOR-PROFIT CORPORATION	12/02/1981	Bronx
Rows per page: 5 1-1 of 1 < >						



CITY OF NEWBURGH

Department of Planning & Development

123 Grand Street, Newburgh, New York 12550

(845) 569-9400/Fax (845) 569-9700

www.cityofnewburgh-ny.gov

City of Newburgh Rental Vacancy Survey

1. Please provide the address that was listed in your letter from the City of Newburgh.
494 Broadway & 10-12 West St

2. Are you the current owner of this property? ☐ Yes ☒ No
3. If answered "no" to question two (2), are you the designated property manager of this property?
☒ Yes ☐ No
4. How many rental units are on the subject property? 8
5. How many units are subject to any State or Federal housing subsidies? 0
6. As of today's date, how many units are occupied? 6
7. As of today's date, how many units are not occupied? 2
8. Are any of the unoccupied units you listed above currently off the market or unavailable to rent? ☐ Yes ☒ No
9. If you answered "yes" to question eight (8), how many units are off the market and why? (e.g. undergoing renovation, uninhabitable, a tenant is moving in at a later date, etc.)

10. If answered "yes" to question eight (8), have any units been substantially renovated since on or after January 1, 1974?



CITY OF NEWBURGH

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www.cityofnewburgh-ny.gov

11. Please provide a phone number and/or email address where we can reach you to verify the information you have provided:

718-304-2914 Ext 412 Eli@accutrustcapital.com

12. Is there anything else we should know that may inform the study?
-
-

Return this survey to:

City of Newburgh Planning & Development Department

Attention: Jonathan Midler

123 Grand Street

Newburgh, NY 12550

OR via e-mail to:

jmidler@cityofnewburgh-ny.gov



CITY OF NEWBURGH

Department of Planning & Development

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www.cityofnewburgh-ny.gov

To Be Completed by Property Owner or Property Manager

On this the 3 day of August, 2023, before me, Yosi Farkas (name of notary), the undersigned officer, personally appeared Eli Fisher (name of affiant), known to me (or satisfactorily proven) to be the person(s) whose name(s) (is or are) subscribed to the within instrument and acknowledged that (he, she or they), first being duly sworn, deposes and swears that:

☒ I answered the rental vacancy survey truthfully and to the best of my knowledge.

☐ I am the owner of the property located at:

Street Address:

City:

Newburgh

State: NY

Zip: 12550

☒ I am authorized to act on behalf of the owner of the property located at:

Street Address:

494 Broadway & 10-12 West St

City:

Newburgh

State: NY

Zip: 12550

EV
Signature of Affiant

Eli Fisher
Printed Name of Affiant

Subscribed and sworn to before me this 7 day of August, 2023.

[Signature]
Notary Public

YOSI FARKAS
NOTARY PUBLIC State of New York
Registration No. 01FA6428221
Qualified in Kings County
Commission Expires Jan 18, 2026



CITY OF NEWBURGH

Department of Planning & Development

123 Grand Street, Newburgh, New York 12550

(845) 569-9400/Fax (845) 569-9700

www.cityofnewburgh-ny.gov

City of Newburgh Rental Vacancy Survey

1. Please provide the address that was listed in your letter from the City of Newburgh.
 155 Ann St

2. Are you the current owner of this property? ☐ Yes ☒ No
3. If answered "no" to question two (2), are you the designated property manager of this property?
☒ Yes ☐ No
4. How many rental units are on the subject property? 3
5. How many units are subject to any State or Federal housing subsidies? 0
6. As of today's date, how many units are occupied? 0
7. As of today's date, how many units are not occupied? 3
8. Are any of the unoccupied units you listed above currently off the market or unavailable to rent? ☐ Yes ☒ No
9. If you answered "yes" to question eight (8), how many units are off the market and why? (e.g. undergoing renovation, uninhabitable, a tenant is moving in at a later date, etc.)

10. If answered "yes" to question eight (8), have any units been substantially renovated since on or after January 1, 1974?



CITY OF NEWBURGH

Department of Planning & Development

123 Grand Street, Newburgh, New York 12550

(845) 569-9400/Fax (845) 569-9700

www.cityofnewburgh-ny.gov

11. Please provide a phone number and/or email address where we can reach you to verify the information you have provided:

718-304-2914 Ext 412 Eli@accutrustcapital.com

12. Is there anything else we should know that may inform the study?

Return this survey to:
City of Newburgh Planning & Development Department
Attention: Jonathan Midler
123 Grand Street
Newburgh, NY 12550

OR via e-mail to:
jmidler@cityofnewburgh-ny.gov



CITY OF NEWBURGH

Department of Planning & Development

123 Grand Street, Newburgh, New York 12550

(845) 569-9400/Fax (845) 569-9700

www.cityofnewburgh-ny.gov

To Be Completed by Property Owner or Property Manager

On this the 3 day of August, 2023, before me, Yosi Farkas (name of notary), the undersigned officer, personally appeared Eli Fisher (name of affiant), known to me (or satisfactorily proven) to be the person(s) whose name(s) (is or are) subscribed to the within instrument and acknowledged that (he, she or they), first being duly sworn, deposes and swears that:

☒ I answered the rental vacancy survey truthfully and to the best of my knowledge.

☐ I am the owner of the property located at:

Street Address: _____
City: Newburgh State: NY Zip: 12550

☒ I am authorized to act on behalf of the owner of the property located at:

Street Address: 155 Ann
City: Newburgh State: NY Zip: 12550

[Signature]
Signature of Affiant

Eli Fisher
Printed Name of Affiant

Subscribed and sworn to before me this 7 day of August, 2023.

[Signature]
Notary Public

YOSI FARKAS
NOTARY PUBLIC State of New York
Registration No. 01FA6428221
Qualified in Kings County
Commission Expires Jan 18, 2026



CITY OF NEWBURGH

Department of Planning & Development

123 Grand Street, Newburgh, New York 12550

(845) 569-9400/Fax (845) 569-9700

www.cityofnewburgh-ny.govTo Be Completed by Property Owner or Property Manager

On this the 21st day of July, 2023, before me, JOSE GARCES (name of notary), the undersigned officer, personally appeared LOUIS SCOTT ROSENSTEIN (name of affiant), known to me (or satisfactorily proven) to be the person(s) whose name(s) (is or are) subscribed to the within instrument and acknowledged that (he, she or they), first being duly sworn, deposes and swears that:

☒ I answered the rental vacancy survey truthfully and to the best of my knowledge.

☐ I am the owner of the property located at:

Street Address:

City:

Newburgh

State: NY Zip: 12550

☒ I am authorized to act on behalf of the owner of the property located at:

Street Address:

City:

Newburgh

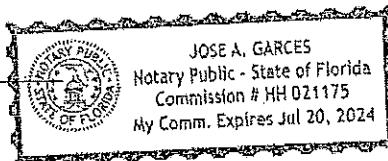
State: NY Zip: 12550

Louis Scott Rosenstein
Signature of Affiant

Louis Scott Rosenstein
Printed Name of Affiant

Subscribed and sworn to before me this 21st day of July, 2023, 2023.

Jose A. Garces
Notary Public





CITY OF NEWBURGH

Department of Planning & Development

123 Grand Street, Newburgh, New York 12550

(845) 569-9400/Fax (845) 569-9700

www.cityofnewburgh-ny.gov

City of Newburgh Rental Vacancy Survey

1. Please provide the address that was listed in your letter from the City of Newburgh.

376-9 Powell Ave - Chadwick Gardens
Newburgh NY 12550

2. Are you the current owner of this property? ☒ Yes ☐ No

3. If answered "no" to question two (2), are you the designated property manager of this property?

☐ Yes ☐ No

4. How many rental units are on the subject property?

166

5. How many units are subject to any State or Federal housing subsidies?

3

6. As of today's date, how many units are occupied?

153

7. As of today's date, how many units are not occupied?

13

8. Are any of the unoccupied units you listed above currently off the market or unavailable to rent? ☒ Yes ☐ No

9. If you answered "yes" to question eight (8), how many units are off the market and why? (e.g. undergoing renovation, uninhabitable, a tenant is moving in at a later date, etc.)

5 now - immediate
other under renovations

10. If answered "yes" to question eight (8), have any units been substantially renovated since on or after January 1, 1974?

yes



CITY OF NEWBURGH

Department of Planning & Development

123 Grand Street, Newburgh, New York 12550

(845) 569-9400/Fax (845) 569-9700

www.cityofnewburgh-ny.gov

11. Please provide a phone number and/or email address where we can reach you to verify the information you have provided:

908-264-1056 scottremwareinc.com

12. Is there anything else we should know that may inform the study?

no

Return this survey to:

City of Newburgh Planning & Development Department

Attention: Jonathan Midler

123 Grand Street

Newburgh, NY 12550

OR via e-mail to:

jmidler@cityofnewburgh-ny.gov



CITY OF NEWBURGH

Department of Planning & Development

123 Grand Street, Newburgh, New York 12550

(845) 569-9400/Fax (845) 569-9700

www.cityofnewburgh-ny.gov

City of Newburgh Rental Vacancy Survey

1. Please provide the address that was listed in your letter from the City of Newburgh.

81-83 William Street, Newburgh, NY

2. Are you the current owner of this property? ☒ Yes ☐ No

3. If answered "no" to question two (2), are you the designated property manager of this property?

☐ Yes ☐ No

4. How many rental units are on the subject property? 6

5. How many units are subject to any State or Federal housing subsidies? 0

6. As of today's date, how many units are occupied? 2

7. As of today's date, how many units are not occupied? 4

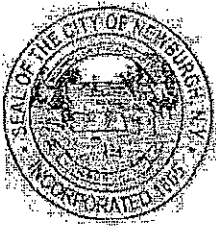
8. Are any of the unoccupied units you listed above currently off the market or unavailable to rent? ☒ Yes ☐ No

9. If you answered "yes" to question eight (8), how many units are off the market and why? (e.g. undergoing renovation, uninhabitable, a tenant is moving in at a later date, etc.)

2 are under repair

10. If answered "yes" to question eight (8), have any units been substantially renovated since or after January 1, 1974?

0



CITY OF NEWBURGH

Department of Planning & Development

123 Grand Street, Newburgh, New York 12550

(845) 569-9400/Fax (845) 569-9700

www.cityofnewburgh-ny.gov

11. Please provide a phone number and/or email address where we can reach you to verify the information you have provided:

12. Is there anything else we should know that may inform the study?

Return this survey to:

City of Newburgh Planning & Development Department

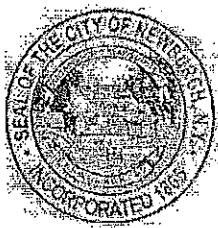
Attention: Jonathan Midler

123 Grand Street

Newburgh, NY 12550

OR via e-mail to:

jmidler@cityofnewburgh-ny.gov



CITY OF NEWBURGH

Department of Planning & Development

123 Grand Street, Newburgh, New York 12550

(845) 569-9400/Fax (845) 569-9700

www.cityofnewburgh-ny.gov

To Be Completed by Property Owner or Property Manager

On this the 29 day of November, 2023, before me, _____ (name of notary), the undersigned officer, personally appeared Alan Liani (name of affiant), known to me (or satisfactorily proven) to be the person(s) whose name(s) (is or are) subscribed to the within instrument and acknowledged that (he, she or they), first being duly sworn, deposes and swears that:

☒ I answered the rental vacancy survey truthfully and to the best of my knowledge.

☒ I am the owner of the property located at:

Street Address: 81 Williamse ~~Newburgh~~
City: Newburgh State: NY Zip: 12550

☐ I am authorized to act on behalf of the owner of the property located at:

Street Address: _____
City: Newburgh State: NY Zip: 12550

Alan Liani

Signature of Affiant

Alan Liani

Printed Name of Affiant

Subscribed and sworn to before me this 29 day of November, 2023.

Notary Public

SARAH RIVKA GABER
Notary Public, State of New York
Registration No. 01GA6440420
Qualified in Rockland County
Commission Expires Sept 6, 2026

Affidavit of Michael Engels

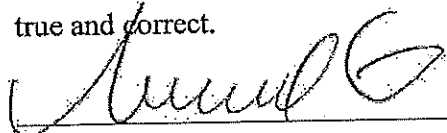
State of New York

County of Dutchess

I, Michael Engels, the owner/manager of 428-430 Liberty Street, SBL 9-1-16, in the City of Newburgh in the State of New York, makes the following statement and affidavit upon oath and affirmation of belief and personal knowledge that the following matters, facts, and things set forth are true and correct to the best of his knowledge: The City of Newburgh Vacancy Study Report dated November 6, 2023 incorrectly lists my property as containing 14 apartments and no vacancies. The Orange County database correctly shows my property has 21 apartments and the true number of vacancies in my building during the survey period was 3.

The Nov 6, 2023 Vacancy Study Report is not accurate and cannot be relied upon.

I declare under penalty of perjury under the laws of the State of New York that the foregoing is true and correct.


Date: November, 16, 2023

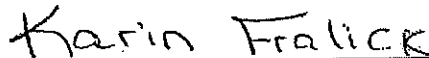
(Affiant's signature)

Notary Public

STATE OF NEW YORK, County of Dutchess

On this the 16 day of Nov, 2023, the foregoing instrument was sworn to (or affirmed) and subscribed before me by Michael Engels known or proven to me to be the person whose name is subscribed to the within instrument.

WITNESS my hand and official seal.



(Print Name)



(Signature)

[Affix seal]



KARIN FRALICK
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN DUTCHESS COUNTY
REG #31FR6051683
MY COMM EXP DEC 4, 2026

NOTARY PUBLIC My Commission expires Dec 4, 2026

EXHIBIT 8

Parcel ID	Building Address	Survey Form Completed Over Mail	Survey Completed Over the Phone	Total Authorized Units (C of O)	Total Units (Tax Assessor Record)	Total Units (Survey Response)	Total Units Included in Study	Occupied Units	Total Units Not Available for Rent by Owner	Total Units Under Repair	Vacant Units Available for Rent
1	31-19	69 Grand Street	No	Yes	6	6	6	6	0	0	0
2	352-25	612 William & 192 Ann Street	Yes	No	No C of O on file	9	15	4	0	11	0
3	121-24	348 Liberty Street	Yes	No	7	7	7	5	2	0	0
4	384-38	90 William Street	No	Yes	6	6	6	6	0	0	0
5	102-21	55 Broad Street	No	No	7	No response	7	7	0	0	0
6	24-123	97 Grand Street	No	Yes	13	13	13	11	0	0	2
7	18-16	147 Grand Street	No	Yes	8	8	8	7	1	0	0
8	48-10-12	45 1/2 Henry Avenue	Yes	No	6	6	6	6	0	0	0
9	18-66	203 Grand Street	Yes	No	6	6	6	6	0	0	0
10	27-239	194 Broadway & 1012 West Street	Yes	No	No C of O on file	10	10	10	0	0	0
11	36-57	151 Ann Street	No	Yes	6	6	6	4	0	0	2
12	353-91	221-223 Ann Street	No	Yes	6	6	6	6	0	0	0
13	18-10-12	120 Johnson Street	Yes	No	8	8	8	6	0	0	2
14	22-14	257 Third Street	Yes	No	6	6	6	6	0	0	0
15	223-12	83 Dubois Street	No	Yes	8	8	8	8	0	0	0
16	29-91	59 Van Ness Street	No	Yes	6	6	6	6	0	0	0
17	101-14	281 Grand Street	Yes	No	8	8	8	5	0	0	3
18	36-56	155-159 Ann Street	Yes	No	6	6	6	6	0	0	0
19	122-18.1	238 Grand Street	Yes	No	6	6	6	6	0	0	0
20	121-5	261 Grand Street	No	No	7	7	7	5	0	0	2
21	22-23	237-239 Third Street	Yes	No	6	6	6	5	0	0	1
22	102-28	298 Grand Street	Yes	No	No C of O on file	6	6	6	0	0	0
23	304-27	172 Broadway	Yes	No	No C of O on file	6	6	6	0	6	0
24	333-7	109 Washington Terrace	Yes	No	6	6	6	6	0	0	0
25	393-14	97 Liberty Street	No	Yes	97 Liberty Street 6 101 Washington 3	9	6	6	3	0	0
26	392-22	81-83 William Street	No	Yes	No C of O on file	6	6	6	0	2	2
27	352-24.2	193 Broadway	Yes	No	No C of O on file	6	7	7	0	6	0
28	24-66	19 Front Street	No	Yes	8	8	8	8	0	0	0
29	37-21	77-79 Broadway	Yes	No	11	17	11	11	0	0	0
30	18-130	138-140 Dubois Street	Yes	No	10	10	10	5	3	0	2
31	18-6-19	153 Grand Street	Yes	No	7	7	7	6	0	0	1
32	23-42	123 Third Street	No	Yes	8	8	8	6	0	0	2
33	36-19	10 Clark Street	Yes	No	6	6	6	5	0	1	0
34	36-510	156 Washington Street	Yes	No	6	6	6	6	0	0	0
35	381-16.1	194-196 W. Parmenter Street	No	No	196 W Parmenter- 3 units 194 W. Parmenter No C of O on file.	6	No response	6	0	0	0
36	45-53	25 Benbard Avenue	Yes	No	6	6	6	5	0	0	1
37	3-7-18	433 Powell Avenue	Yes	No	6	6	6	5	0	0	1
38	45-8-15	89 S. Lander Street	No	No	6	6	No response	6	0	0	0

Precinct ID	Building Address	Survey Form Completed Over Mail	Survey Completed Over this Phone?	Total Authorized Units (C&O)	Total Units (Tax Assessor Record)	Total Units Survey Response	Total Units Included in Study	Occupied Units	Total Units Not Available for Rent by Owners	Total Units Under Repair	Vacant Units Available for Rent
39	48-224 68 Courtney Avenue	No	No	6	6	6	6	5	0	0	1
40	23-57 193 Liberty Street	No	Yes	7	7	7	7	7	0	0	0
41	10-1-16 277 Grand Street	No	Yes	No C of O on file	6	6	6	4	2	0	0
42	10-2-1 324 Grand Street	Yes	No	7	7	7	7	6	0	0	1
43	18-2-26 128 N. Miller Street	No	No	6	6	No response	6	6	0	0	0
44	23-2-4 199 Dubois Street	Yes	No	6	6	6	6	6	0	0	0
45	29-2-7 53 Carpenter Avenue	Yes	No	6	6	7	6	6	0	6	0
46	11-5-1 200 Chamber Street	Yes	No	6	6	6	6	6	0	0	0
47	39-5-24 23 Dubois Street	Yes	No	6	6	6	6	6	0	0	0
48	45-10-4 185 Raywick Street	No	Yes	6	6	6	6	6	0	0	0
49	38-2-3 263-265 Washington Street	No	No	7	7	No response	7	7	0	0	0
50	37-1-2 87 Broadway	No	Yes	6	6	6	6	6	0	0	0
51	30-5-37 36 Chamber Street	Yes	No	10	10	10	10	10	0	0	0
52	38-2-1 271 Washington Street	Yes	Yes	6	6	6	6	6	0	0	0
53	39-3-16 93 Liberty Street	No	Yes	6	6	6	6	6	0	0	0
54	48-2-1 102 S. Lander & 65 Overlook Place	Yes	No	6	6	6	6	6	0	0	0
55	16-10-5 2 Farrell Street	No	No	8	8	8	8	6	0	0	2
56	16-9-5 21 Farrell Street	No	No	8	8	8	8	6	0	0	2
57	16-10-1 20 Farrell Street	No	No	8	8	8	8	7	0	0	1
58	16-1-10 20 Norton Street	No	Completed the survey via email	8	8	8	8	8	0	0	0
59	16-6-1 17 Norton Street	No	Completed the survey via email	8	8	8	8	8	0	0	0
60	38-1-7 283 Washington Street	No	Yes	7	6	6	7	5	1	0	1
61	9-1-16 428 Liberty Street	No	Yes	14	20	14	21	14	0	14	3
62	13-3-13 43 Hawthorne Avenue	No	No	12	12	No response	12	12	0	0	0
63	14-1-24 38 Hawthorne Avenue	No	No	25	20	No response	25	30	5	0	0
64	48-2-1 51 Leary Place	Yes	No	78	78	78	78	0	0	0	0
65	3-12-1-1 379 Powell Avenue (aka 2 Chudwick)	Yes	No	162	166	166	162	149	0	8	5
66	39-4-14 9 E Parmenter Street	Yes	No	6	6	6	6	2	0	4	0
67	34-1-2 487 Broadway	No	No	8	8	No response	8	8	0	0	0
68	33-2-6-1 41 Ellis Avenue	Yes	No	6	6	6	6	6	0	0	0
Totals								661	17	58	42

Shaded Lines contain the corrections
Corrected entries are highlighted in red text

42 vacancies divided by 661 total units =

0.063540091

6.35%

Lisa Tompkins, City of Newburgh urged the Council to vote and help these people who have rent that they can't afford and can't find a place to live. Her daughter is living in the homeless shelter in Middletown and when her grandson gets sick they send her to the Ramada Hotel to quarantine for five days where there are fifty thousand immigrants wearing new clothes and all of their hotel rooms are paid for but her daughter gets sent back to the homeless shelter. She wants to work but when she goes to Social Services her worker doesn't help her, talks down to her and treats her like garbage. She spoke to the Commissioner about this and she's not going to stop speaking until someone hears her. What about the homeless because those who love Newburgh want to stay here. She lives at the end of Hasbrouck Street where three blocks from her there is nothing but dope and crack. How does she know? Because her adopted daughter who is thirty-four years old was a million year two years ago, but she got a divorce and made her way here because we have the best drugs. They come from Poughkeepsie to get the drugs that we have here, and you can buy your drugs on Cash App now. She is not judging because the people who have drug problems are not being helped by the City either. They are sent back into the system, the system does nothing and the people who work for Social Services should have to live here too because they don't care about these people. Her daughter has a one-year-old child that cannot walk because he lives in a shelter where there is no place to crawl and it's filthy. A woman at the shelter was crying because when she opened her lunch there were roaches crawling through it. She is not making this up, it is real life. She stopped at McDonald's before coming here tonight and there were nine homeless people there waiting for the temperature to drop to thirty-one degrees to get a hotel room at the Ramada for the night. The next morning, however, they have to walk all the way back to Social Services on Broadway to report to their workers who are worthless and talk to you like you are a piece of garbage. It's very sad. The people here don't want to leave because they have friends and family here. You should never look down on anyone else because you never know when you could be in their place in the streets. She appreciates everyone for listening to her tonight and urged the Council to think about what she said.

Nadine Spear, 45 Henry Avenue said she bought her home nine years ago with her best friend and her apartment there is her forever home because she loves Newburgh. She believes in affordable housing and tenant protections for people who need it and understands it has to be balanced with the financial cost of providing that housing. She also believes we are in a housing crisis for renters and homeowners. The cost of housing is too expensive and the only way to get out of a housing crisis is to renovate and build more housing so it's very important that we don't discourage renovating and building. Passing ETPA sends a message to investors that we don't want your money and the City will make it difficult for you to provide housing. ETPA only applies to 15% of renters and harms the other 85% by driving up unregulated rent. This is not a first step. Since 1974 the six-unit threshold has never lowered and likely never will. This law doesn't insure that stabilized apartments go to low-income people because you can make \$150,000.00 a year and receive a stabilized apartment so income is irrelevant. To be fully transparent their operating costs as owners of a six-unit historic building costs them \$100,000.00 per year to operate. That includes mortgage, taxes, insurance management, utilities and maintenance which means she has to collect more than a \$100,000.00 in rent to pay those bills. They each make \$5,000.00 a year which they pay back in rent and her expenses have gone up on average 10% a year. The ETPA has capped rent at increases on average 1% a year for the last seven years. If rents are capped, we can't absorb the rising costs of the building because a

building that's income is more than its expenses is worthless and that's why buildings go vacant. Her home is not a business for her but if she is losing money she will be forced to sell. She doesn't have savings to subsidize people's rents because her life savings and debt went into buying the property so she will lose her home and likely her tenants will also. Here is what will happen to most of the six family homes. If rents are less, maintenance budget is less and maintenance is the only bill that can go unpaid without losing the house. Adding to this the ETPA limits work on an apartment to \$15,000.00 over fifteen years which is not enough to maintain an apartment. Another problem is that the ETPA prohibits owners from working on their buildings which would double maintenance costs. The good landlords will maintain the minimum standards to prevent violations and the bad landlord's properties will slide back into decay so we will be back where we were ten years ago only now the worst building on your block will be the largest building on your block. It will make the neighborhood undesirable and decrease property values. If the rent on these buildings is limited, so is the resale value which affects assessments and taxes collected. Less taxes collected from a portion of the properties means more taxes for everyone else. This is not a law the City can pass and tweak later as these problems arise. This is State law that we opt into or not and now is the only time the City has a choice and that choice is to not pass ETPA. If it does, exemptions for owner occupied buildings would ensure that homeowners like herself can stay here and continue being good landlords and neighbors.

Gabrielle Hill, City of Newburgh said the City Manager mentioned the different committees that are looking for residents to join. There are many things you can get involved in and she is happy to see everyone here for this issue but there are many more that we could use your energy for. She doesn't want us to lose sight of the real issue which is that people are being priced out of their homes. With or without this study we have to think as human beings why do I need to double someone's rent? Their income is not being doubled and telling someone to get a second and third job is not the answer. Where is the justification for going from \$800.00 to \$1600.00 per month? She believes this City Council is the first in a long time to address these issues and doing their due diligence to study. As one human to another, how do you justify in your mind or heart kicking people out of their homes? She doesn't know if this resolution will solve all of the problems and as a previous speaker commented the children don't have a stable environment to study. It's very difficult to concentrate on your work when you don't know where you are going to live and it tears down relationships. Let's think about why we are charging so much in the first place. It's a shame we have to force a law to make people do the right thing towards other human beings. Sit down with your tenants and ask them how much they earn and work together. Pass this if you need to but she doesn't think it's the end all and be all.

Sammy, 225 First Street said he is here with For the Many and he supports the City Council declaring a housing emergency and opting into the ETPA before the end of the year. Newburgh needs a Rent Guidelines Board now to prevent evictions and outrageous rent increases which will help protect over seven hundred Newburgh families. Kingston did ETPA and their Rent Regulations Board just passed a rent freeze. He knows people have become homeless and have gone to DSS but can't find places they can afford.

Carmen Santiago, City of Newburgh submitted and read the attached comments. (copy attached)

REGULATION OF RESIDENTIAL RENTS IN THE CITY OF NEWBURGH, NEW YORK

Good evening honorable City Councils Members. My name is Mrs. Carmen Santiago, resident of the City of Newburgh since July 2016.

Today, December 11, 2023, I appear before you to express my opinion on the need that exists in the city of Newburgh to regulate and establish controls on residential rents in accordance with the financial capacity of the families who reside here.

I am aware that for approximately 4 years the cost of living has been increasing but since the pandemic housing costs have skyrocketed. I remember that many people who lived in New York City began to move to this area and at that time the market began to rise in the Newburgh area, the increase in the cost of rents at that time directly affected the pockets of those of us who already resided here.

In Newburgh, homes have been remodeled but the cost of these renovations has had a direct effect on the tenants, this without taking into account additional expenses such as utilities. The income parameters that a family must have to rent an apartment are not according with the economic level of the residents of the City of Newburgh.

Now another aggravating factor arises for the affordable housing problem and it is the number of people who rent and do so to sub rent and obtain economic benefits by taking

advantage of the arrival of groups of immigrants, who like many of us came to the United States of America, looking for better opportunities, even I did it like Puerto Rican. Many of these rentals that use sub rent as an option, do not meet the necessary conditions that a person needs to live with dignity and there is no control in the prices of that sub rent. Many Landlords don't care how many people live on your property and much less if

sub renting, what interests them is that the person who made the lease pays.

That is another door that opens so that the rents continues increasing and who in the end is harmed is the tenant who does not

uses the strategy of sub rent and has to live with dignity, pay the rent and all the expenses that come with a rental.

Another factor is that some Landlords every year increase the rents but our incomes don't change.

For example you search for the different rental offers and you can see a two-bedroom, one-bath apartment for \$1,900.00 and

Find a comparable in the same area for \$1,500.00. Many of these do not include any utilities and when you add them all related expenses you may be paying around \$2,500.00. To pay a rent like that, the experts recommend to keep your rent with a third of your gross income household and the gross income household recommended by experts is \$68,400.00 for this example.

I ask you members of the Council, if you are

truly aware that most families we live in Newburgh, our gross households incomes do not reach the parameters recommended by experts. I know that are many aids but not everyone qualifies to receive them. An apartment project recently opened but the The cost of these is not according with the economic capacity of the Newburgh families. When you see the cost of these you know that. They were built for a sector with economic income that in nothing resembles the economic reality of the residents. As a consequence, it brings about the displacement of families that do not can bear the costs.

There is an urgent need in the City of Newburgh not only for establish controls on residential rents, there is also an urgent need for housing that is in accordance with the economic reality of the families that reside here and that also includes more housing for seniors that are within our reach. It is time to act for the benefit of the community for which you were elected and sworn to represent. Every citizen, regardless of their origin or social condition, has the right to live with dignity.

Carmen L. Santiago
71 Renwick St Apt B
Newburgh, NY 12550
Email:
Carmenl.santiago58@gmail.com

Carl, City of Newburgh said there is a rumor that there is a housing crisis in Newburgh but if that were true the City of Newburgh would not allow someone, who he calls the "*King of Newburgh*" and who doesn't have to follow any rules into his building and take four apartments off the market. Less apartments pushes the rents up, so we need to regulate landlords and tenants as well. We can't have a tenant doing whatever they want to do and nothing is done about it. He has tenants with mice in their apartments and he's spending hundreds of dollars for exterminators, but they come back because the trash is still there and the City won't do anything about it. When someone runs a homeowner out, the price of the houses go up which pushes the rents up. Every time a landlord abandons a property in the City of Newburgh, someone else comes in and buys it at a higher price, pushing the rents up. If one percent of the tenants in Newburgh behave like this one person, that would take eighty apartments off the market. There is also collateral damage because on his street there are people who have taken apartments off the market because they see the dysfunction and they don't want it. One family had a three-family home that they converted to a single-family home because of the dysfunction in the City. If we want to talk about a housing crisis, we need to fully utilize the apartments that we do have but many are empty right now because of this dysfunction. He doesn't see the fight here and we need to fight for this. We need a housing task force focused entirely on housing and coming up with creative solutions not just band aids. Let's understand the situation and address it with intelligence and creativity. We need to fight. This is a crisis but it's not being treated as such. What someone said earlier about the Department of Social Services is true because they don't care and they are a joke.

John Beer, 45 Henry Avenue said that he and Nadine Spear bought their home nine years ago. It is a converted Victorian that provides apartments for both of them, and four other families and it was on the recently completed vacancy study completed by the City. He supports tenant rights and believes everyone deserves a clean, safe and affordable place to live but he feels that the restrictions that come along with ETPA will hurt small owner-occupied rental buildings and Newburgh's future in general. They purchased the building in 2014 and at that time it was partially vacant, being poorly managed and in need of repairs. Since 2014 they have spent every penny earned to rehabilitate the building to create safe, clean and modern homes for our long-term tenants and created a five-year master plan for improvements and take our jobs as caretakers of this historic building seriously. We have shared our yearly budget with the City Council and as his partner said earlier, it costs about \$100,000.00 to operate our building for one year. On average our bills increase by ten percent, which includes taxes, water, sewer, Central Hudson, utility bills, etc. We each make \$5,000.00 and pay it back in the form of rent for the two units we occupy so if the rent is capped, we would not be able to afford to take care of the building. We would be forced to sell and lose our home. He has a small contracting company here in Newburgh and has a pretty good understanding of what a renovation costs. The ETPA will also prohibit owners from doing work on their own buildings and will put tight restrictions on the work that can be claimed. He came to Newburgh with a dream of creating a life here and fixing an old house that had been neglected for too long, but ETPA will not make that possible for other small building owners like them and it will deter future investment in the City. The City of Newburgh can choose which buildings the ETPA applies to and other municipalities have adopted a twenty-five unit or larger application to protect mom and pop landlords like us. If you apply stabilization to eight buildings or

larger you would still regulate four hundred and thirty-two units. As it stands, the buildings that are on the vacancy study would only account for about 15% of rentals so 85% would go unstabilized and be subject to market rate rents. An exemption for owner occupied primary residence buildings would ensure that people like us can stay here and continue to support Newburgh's revitalization. Newburgh is our home, and we love caring for this beautiful historic property providing homes in the community, so he thinks that Newburgh needs a creative solution that looks at the problem from all sides. This solution doesn't work in New York City and it won't work here.

Wendy Mejia Ochoa said she lives in an ETPA eligible building, so she urged the Council to declare a housing emergency because Newburgh is in crisis. She is here with family members to urge support because their parents are working two or three jobs to keep the lights on and maintain a roof over their heads. They are dedicated to their children because they want them to have a better future and provide them with everything so they can succeed but how can they do so when they are worried about the rent. Every single year our rent goes up and parents have to work longer hours, so they barely see them. She is here as an example to her family to show them that they need to speak out to make a change. Please show them that the process works and that our City Council members care. If this can be passed to help Newburgh, why is there so much hesitation. We need your help so do the right thing.

Leanna Rivers, 69 Grand Street said she lives in an eligible building and right now she has a landlord who she doesn't here from as long as she is paying her rent. According to the Universal Declaration of Human Rights, *"Everyone has the right to a standard of living adequate for the health and well-being of himself and his family, including food, clothing, housing and medical care and necessary social services, and the right to security in the event of unemployment, sickness, disability, widowhood, old age or other lack of livelihood in circumstances beyond his control"*. She migrated here to the City of Newburgh because Brooklyn became too expensive to live in. We talk about rent stabilization which would be good for the City and a lot of landlords are concerned and afraid, however, if you pay rent like everyone else and you are living in the building, then you don't have to worry about whether you can afford to deal with rent stabilization. It will help everyone and it's not going to be an easy process but if we do what is right for everyone then we can all benefit from this. The goal is to make sure that everyone has the right to secure housing and the right to live in a place where they are invested. If landlords start to back out, then we are smart enough to come together and find those tenants to become owners of the places where they live. You say you love Newburgh and want to invest so put your money where your mouth is. If she had the opportunity to buy the building where she is living now, she would because she lives on a fixed income and doesn't need to look for new housing. We need to do something because if not they will continue to raise the rent and not fix anything.

Madeline Trezza, 182 Grand Street came to the City of Newburgh in 2007 and at that time there were seven hundred vacant houses that were condemned. She is a good landlord and she has invested her life savings into the City. Right now she has a five family on Grand Street and she bought a disaster on Montgomery Street but is trying to get through this. She heard a young man say earlier that there is nothing available to teach people how to buy homes. She was homeless for four years and noted that everything is possible in this world with education. The City should start a little division of people to teach you how to buy foreclosures, how to invest in yourself and clear up your credit to make it possible for

you. She added that she would volunteer for that job. What nobody is saying is that when they freeze your rent it will be at the market you are paying now. It's not going to drop. We had no increases in rent for three years and then in 2019 they froze the rents and claimed COVID so we got no increases, but the real estate taxes never stop climbing. In the City of Newburgh right now she has three properties; one is condemned, one is the five family and her own home. She doesn't make any money and pays about \$60,000.00 a year in real estate and school tax. It costs a lot of money to have a home in the City of Newburgh. Homelessness is dreadful and she doesn't think that rent stabilization is the answer so she would like to help anyone who needs any kind counseling help in any way she can.

Rebecca Ziegler, Johnston Street supports her neighbors because they are struggling. She can't afford to live in Newburgh because she is making about \$2400.00 a month and her rent is \$1300.00. Add to that a car payment, Central Hudson, etc. and she is lucky if she has \$100.00 left. How is she supposed to save money or have a family one day. She has moved six times in the last eight years which is crazy. Her landlord moved out over night without a word, and she just wants to build a life so her parents shouldn't have to send her money each month just to get by. It's not fair because she can't afford to live anywhere. We need solutions so maybe ETPA is not the perfect solution, but we have to do something.

Tracy, Varick Homes said she supports For the Many and agrees that education is important, so she is going to the Armory on Wednesday to get educated and find out more information. A report was given at the beginning of the meeting, and we were told to base our comments on that report which states we are at 4.387%, which is under the 5% vacancy rate needed to declare the emergency. Her concern is that a gentleman spoke earlier stating that it went from 4.397% to 6.35% which affects everything so based on that report how does that affect your decision?

Mayor Harvey said it was 3.93% vacancy according to the study and the gentleman who spoke said his study showed 6.35%. We have heard it and will look through his stuff and the Council will assess and figure out if his study has any merit.

Daniel Atona, resides in Poughkeepsie and is with For the Many said he loved living in Newburgh but they were pushed out by the rising rents and ETPA could have helped his family stay here. The Emergency Tenant Protection Act is a state law that local governments can opt into and in order to do so they have to do a vacancy study of buildings with six or more units built before 1974. If the vacancy rate finds that less than 5% of those apartments are empty, the City can declare a housing emergency. The City did a vacancy study and found a rate of 3.90% which means that Newburgh is ETPA eligible so the Council can declare a housing emergency, opt into ETPA and appoint a Rent Guidelines Board to regulate rents in the seven hundred eighty-three ETPA eligible apartments. Week after week for over a year, tenants have been coming to Council meetings to demand ETPA and this week For the Many went to New York City for the Housing Justice for All Convention and we were joined by hundreds of people from across the state. We don't have the money, but we have the people, so the power of tenants is rising and the power of corporate real estate is falling which is why their attacks are getting increasingly desperate. They paid for ads full of lies attacking Newburgh ETPA and realtors said that rent control encourages people to stay in their rentals and hold on to them because of artificially low rent. Why is it bad to have a stable home and a stable

community? Landlords will say that ETPA is unconstitutional, and developers will say that rent stabilization destroyed Kingston which are lies. Developers will say that ETPA supporters are against building housing which is also a lie. We support state legislation to build housing that is permanently affordable and not dependent on the for-profit private market. Landlords will say that if you can't afford your rent, you can easily move but that's a lie because the rents in Newburgh are too high. Landlords will say that if there is a rent freeze then they can't afford to do repairs, but they could go get a real job like the rest of us and repairs aren't being done anyway even with the rent increases. Landlords will say they support affordable housing but that's a lie because they are the people who have been opposed to affordable housing construction here in the City and if you ask them they will say they are worried that it will attract the wrong kind of people. The truth is that the ultra-rich don't believe there is a housing crisis and their dream is a Newburgh where they never have to see someone making less than six figures unless they are serving them food or cleaning their building. His dream is a Newburgh that is a working-class city where housing is a human right. He told the City Council to remember how good it felt when they passed Good Cause Eviction because that feeling you get from helping people is why you entered public service. Being the second city in upstate New York to pass ETPA will protect over seven hundred families. You were not elected by the realtors or property owners but by the people of Newburgh who are majority tenants and working class so do the right thing. Remember that the lying landlords don't run this city the people do. Support ETPA and comment today. He is not saying it will be easy but nothing worth anything in this World is so dare to dream, fight and win.

Michael LeBron, Grand Street said in regard to the vacancy study that the City seems to have undertaken the study on its own and some may find city officials to be biased towards its findings so it may have been better to hire a third party to do the study. About seventy percent of the more than eleven thousand residential properties in this City of Newburgh are registered as rentals and stabilization requires that a building must be more than five units and built before 1974 among other limitations. Out of the eight thousand rental properties the number eligible represents only 12%, which is the number he was getting and out of these a significant portion are not for profits, or they are utilizing low-income tax credits so they are already attempting to accomplish what rent stabilization is designed to do. About 50% of New York City's two million rental units are stabilized which is done to slow the loss and unaffordability yet led to people such as himself to hold onto apartments even though incomes have not climbed. It has led to a market where tax incentives have not been sufficient to stop developers from catering to the wealthy. He has worked in health care marketing for thirty years and generally would support appropriately designed rent stabilization. In the early 1980's he was part of an eight year effort to write and pass the Loft Law that has kept tens of thousands of artists in their lofts in Manhattan, Brooklyn and Queens and it is the only piece of housing legislation that gives tenants ownership rights in their landlords buildings. His experience in this struggle provides lessons about alternative paths that Newburgh can take for the housing crisis, and he has offered to share these lessons with Council members.

Elizabeth, City of Newburgh said she strolls down Dubois Street every day to get to her apartment and she has noticed many abandoned and condemned buildings. At 15 Dubois there was a cat that would greet her every day but one day she noticed a lot of trash and furniture on the side of the street and the next day it was boarded up. She understands if a landlord wants to evict tenants because they are behind on rent but some evict their tenants so they can charge more rents but to board up the building to her is inhumane. These

families became homeless and their memories were just left out on the street like a pile of garbage but housing is a human right and as a landlord you are providing a service so it is your responsibility to provide adequate housing. The City of Newburgh is not a game of Monopoly where you can pick and choose when buildings are available for rent. Many landlords are hoarding properties and keeping them empty so the only conclusion she can imagine is to claim a loss in their taxes to benefit their own pockets. Once habitable homes are left to decay and contribute to the housing crisis. Companies like Seraphim Equities plays this exact game by purchasing properties and paying for people to leave the City of Newburgh. The owner of Seraphim has a podcast on how to flip an entire town and revitalize it too, so she questions what their definition of revitalization is and imagines it includes cleansing the City of Newburgh of its original residents. She also urged the Council to review and pass a cease fire resolution and please schedule a second December meeting to opt into ETPA and think about the parallels across the Globe.

Anusha Mehar, City of Newburgh said she has seen dramatic displacement in the last decade as well as rises in rent costs and lowered access or pathways to ownership for low-income individuals. Over this last year as we have waited for a vacancy study to be completed, she has heard the majority of the Council say we are in a housing crisis for which we are waiting on the data and completion of the study to put facts and numbers behind what we know are grievances. According to the 2020 Census the City of Newburgh is a majority renter city and in an ideal World we wouldn't need to pass legislation like ETPA if landlords and renters had just and fair relationships, but they do not. Newburgh needs a Rent Guidelines Board to prevent unpredictable, unprovoked evictions and egregious rent increases for qualified buildings. She urged the Council to pass ETPA before the end of the year. She has witnessed friends with businesses whose buildings have been environmentally destroyed and landlords decided to demolish the entire building because they felt it was more cost effective for them than to make necessary repairs. She had her own unjust housing experience where her rent to own agreement was violated with her present landlord and once the building was sold the place where she lived and worked, she was displaced from. It was commercial property that sat vacant for the next three years until two weeks ago and she counts her blessings every day that she now has a just, fair and wonderful landlord but on her block, she watched a third of the families be displaced. When those buildings were sold those families were left out to dry intentionally because they didn't know who to pay rent to so the current landlords could take them to Court for evictions. Once those evictions and notices arrived they were willing to cut deals by doubling the rents and the health of those buildings was deplorable and not even worth the rent they were currently paying. This should not be the experience of one single family. Stable housing helps to foster stable citizens and it helps people who are looking for jobs keep those jobs. It helps keep families together and unseparated and be more productive in our society and more connected in community. Housing is a human right and the people in the City of Newburgh deserve better so she urged the Council to schedule a second meeting in December and she is looking forward to the City Council's feedback on the resolution to vote for a cease fire in Palestine.

Jake, City of Newburgh said he has been blessed with a caring landlord who lives here but many of the landlords are not invested in our community, so he sees his neighbors struggling with deplorable conditions. Newburgh is a majority renter city and whatever the percentage is it shouldn't make a difference. He searched his zip code on Zillow.com and listed all of the high rents for one and two bedroom apartments so he urged the Council to opt into the ETPA because it's important.

Shannon O'Halloran, 158 Dubois Street said she is grateful her landlord is caring and lives in her building, so she sees both sides of this issue. She thinks there should be an exception for owner occupied buildings and urged the council to opt in before the end of the year and schedule a second December meeting so you can vote.

Joanna Poor, Park Place said that every year when that assessment letter comes it's the worst day of the year because we wonder if we will be able to afford to stay here or not.

In 1970, the City Planner, Barry Benepe said at a Council meeting that the City of Newburgh is unique in the Nation with two of the most outstanding assets any city has ever known. Yet through some perverse blindness those responsible for its welfare have not only failed to utilize these assets but are going out of their way to destroy them. It is time to wake up to the treasure lying at our doorstep. It is no accident that these two assets of beautiful scenic settings and handsome architectural landscaping that are intertwined. Newburgh is unique not only in being the place where this cultural birth took place but in containing almost intact its buildings, gardens, streets and neighborhoods as they were designed so why not give Newburgh the national prominence it deserves. These are not big grand estates with wealthy people living in them anymore because they have been cut up into apartments so we can provide more housing. We need to consider how this law is looking at that 1974 cutoff and targeting the buildings earlier that period because why are the landlords that will be affected being targeted with this extra burden. Barry Benepe was right when he said that protecting the historical assets here will bring investment from the outside and jobs so we need to think about how we can use our historical assets for the good of everyone.

Michael McKee with the Tenants Political Action Committee submitted the attached comments and urged the Council to enact ETPA. (Comments attached)



Newburgh, New York City Council

Public Hearing

December 11, 2023

**Concerning the Existence of a Public Emergency Requiring the
Regulation of Certain Residential Rents in the City of Newburgh**

**Testimony of Michael McKee, Treasurer
Tenants Political Action Committee**

Good evening and thank you for the opportunity to testify. Let me introduce myself. My name is Michael McKee and I am treasurer of the Tenants Political Action Committee. Tenants PAC advocates for pro-tenant legislation and works to elect pro-tenant candidates to public office. We played a central role in winning enactment of the Housing Stability and Tenant Protection Act of 2019, as well as flipping the state senate from red to blue in 2018, an election victory that made HSTPA possible.

I have been a tenant organizer and advocate since 1970. During the early 1970s, I worked closely with tenants and tenant organizations in Nassau, Rockland and Westchester Counties who were organizing and mobilizing to persuade the state legislature to extend rent regulation to the suburban counties around New York City. Except for tenants in Nassau and Westchester who lived in pre-1947 rent-controlled apartments at the time, these tenants were without basic rent and eviction protections. Once the Emergency Tenant Protection Act of 1974 was enacted, I worked with many tenant organizations in the three counties as they organized to persuade their local municipalities to opt into the ETPA. I have frequently testified at Nassau, Rockland, and Westchester County rent board hearings.

In 1975 I was one of the founders of the New York State Tenants & Neighbors Coalition, the first statewide tenant organization in New York. For 35 years I filled various roles at Tenants & Neighbors, one of which was to work with tenants in upstate New York to

help them get organized to deal with local and statewide issues. I am now active in the Upstate Downstate Housing Alliance and its Housing Justice for All campaign.

One of the core reforms in HSTPA was the expansion of applicability of the Emergency Tenant Protection Act of 1974 to the 54 counties that for 45 years were excluded from coverage, including Orange County. The late Warren Anderson, who served many years as the Republican Majority Leader of the New York State Senate, pledged that he would never allow the “cancer of rent control” to spread north of Westchester County. Even in 2019 there was a good deal of opposition to this amendment, and we had to work hard to make sure this reform was included in the final bill.

For the last 20 months it has been my privilege to work with the tenants of Kingston, New York on implementation of ETPA. The Common Council opted into the system effective August 1, 2022. As you are aware, Kingston is the first municipality north of Westchester and Rockland Counties to opt into ETPA since the law was changed in 2019.

Attached to this testimony is a one-page summary containing links to several documents that should be helpful to Newburgh tenants and elected officials. First among these is “Lessons from Kingston, New York,” a comprehensive account of the experience of organizers and tenant leaders working to implement ETPA. It is designed in large part to help other municipalities avoid some of the problems we encountered in Kingston.

Also included are links to fact sheets explaining various aspects of ETPA implementation that I wrote for local organizers at For The Many and Citizen Action. These are easily adaptable to other municipalities.

The benefits of the Emergency Tenant Protection Act

I urge you to vote to declare a housing emergency and opt into ETPA. This action will for the first time give Newburgh tenants outright protection from rent gouging and unfair eviction. It will also give tenants new tools for forcing bad landlords to make repairs and provide services, because once tenants are protected by ETPA they need not fear reporting violations or taking action to win better maintenance in their buildings: this will greatly enhance your code enforcement efforts.

Landlords are fond of claiming that rent control is not a solution to the housing crisis, that the only way to bring rents down is to build more housing, at which point the market works its magic and ultimately, we achieve a perfect tango between supply and demand.

In fact, we need new housing, and I mean genuinely affordable, not market-rate housing, and we need strong tenant protections. These are not mutually exclusive goals. They are the two prongs of what is needed to address the housing crisis.

While ETPA excludes many tenants, such as those in buildings built or first occupied after December 31, 1973, and those in buildings with fewer than six units, it will provide essential protections to a substantial number of Newburgh residents who rent their homes.

Newburgh Rental Vacancy Study

I want to complement the members of the Newburgh Department of Planning and Development who conducted the Rental Vacancy Study published on November 6. It is a very credible effort and I believe it will survive any legal challenge – and you will likely be sued on grounds that the vacancy study is invalid.

As you are aware, landlords sued the City of Kingston, claiming that its vacancy survey was invalid, and sued the Kingston Rent Guidelines Board. The trial judge upheld the survey and declaration of emergency, but invalidated the actions of the KRGB because, in our view, he did not understand how the Rent Guidelines Board process works. For one thing, he conflated rent overcharges with the Fair Market Rent Appeal, treating them as the same thing when in fact they are two separate procedures. He also ruled that the KRGB had impermissibly enacted a retroactive rent reduction when in fact the board did no such thing.

Various parties in the litigation including For The Many have appealed and cross-appealed. Oral arguments in the Third Department, Appellate Division are scheduled for January 19.

Newburgh Rent Guidelines Board

Once you vote to opt in, your first task will be to find nine candidates for the Newburgh Rent Guidelines Board (NRGB); you have thirty days from the vote. The law assigns responsibility for these appointments to the state housing commissioner, but the state Division of Housing and Community Renewal can appoint only people who are chosen by the local legislative body, in this case you. The Kingston Common Council asked residents to apply, and from 26 applicants found the nine KRGB members.

It is especially important that you find five fair-minded, pro-rent regulation persons to serve as public members. They constitute a majority and must have five years or more experience in either finance, economics, or housing.

Please be sure that anyone whose name you send to DHCR believes in the purpose of the ETPA, which is to keep rents affordable not only for current residents but also for future tenants who will need an affordable place to live. In other words, to protect the housing stock.

Rent registration

Landlords of ETPA apartments will be required to register with DHCR all their units covered by the law within 90 days of its effective date in Newburgh. They must list the rent the tenant was paying on the base date, as well as all services being provided. Tenants have the right to challenge the registration, which they must do within 90 days of being served with a copy of the registration by the landlord. Thereafter, landlords must register annually. For more detail, see the link to the attached fact sheet, "Rent Registration Under ETPA: What Kingston tenants need to know."

Fair Market Rent Appeals

By the time a municipality decides to opt into the ETPA, a great deal of rent gouging has usually taken place, often over a period of years. Some rent gouging comes from the tightening of the housing supply which we have seen throughout the Hudson Valley, some happens in anticipation of a vote by the municipality to opt into ETPA. All tenants whose apartments fall under ETPA will be allowed to challenge their current rents by filing a Fair Market Rent Appeal. This is perhaps the most important part of ETPA implementation, and the most confusing.

The Newburgh Rent Guidelines Board must adopt a special Fair Market Rent Guideline to assist DHCR in adjudicating these cases. The board will need to look back a few years and determine what a reasonable rent increase would have been, versus how much rents actually grew.

In Kingston, after members of the rent board produced data, they voted to establish a lookback period of January 1, 2019 to July 31, 2022, and voted that any rent increase over that 3.5-year period in excess of 16% exceeded the FMR. They did this despite attempts by DHCR to convince them to limit the lookback to a much shorter period, at one point suggesting four months or even two months prior to August 1, 2022.

This is not because of pro-landlord bias on the part of the agency: it's because they want to discourage tenants from filing. Anything to keep their workload down.

This is a one-time opportunity that Newburgh tenants will have to offset past rent gouging. Tenants who do not file a FMRA by the deadline are forever time-barred from doing so, and whatever rent they paid on the effective date of the local law becomes the legal rent, with future rent increases applied to that base.

For more information, see the attached link to the fact sheet, "Fair Market Rent Appeals: What Kingston tenants need to know."

Leases

The structure of the ETPA is built upon the requirement that landlords offer tenants a lease renewal of one or two years at the tenant's option. If the rent board authorizes an increase, landlords can raise rents by that amount and no more.

Until the Newburgh rent board votes, ETPA rents will be frozen. (Many Kingston landlords ignored this fact and illegally raised rents, and tenants who were used to a situation where the landlord had all the power agreed because they were afraid.)

Once the NRGB votes, landlords will be required to do two things:

(1) For those tenants with existing leases, the landlord will be required to offer them a one- or two-year renewal. This offer is supposed to happen between 150 and 90 days prior to the expiration of the current lease. (Another problem we saw in Kingston was landlords trying to force tenants to sign a new lease and pay a rent hike even though the current lease still had many months to run, which is illegal.)

(2) For those tenants who are month-to-month, the landlord will be required to offer them a vacancy lease of one or two years. There is an important factor for tenants to consider. Rather than sign anything the landlord puts in front of them, these tenants will have the right to negotiate the terms and conditions of the vacancy lease. Form leases are written by landlord attorneys and typically contain provisions disadvantageous to tenants, or even provisions that are illegal and therefore unenforceable. An obvious example: the tenant has a dog or cat and signs a form lease with a no-pet clause. The tenant is now in violation of the lease, which can create legal problems for her, or even be grounds for eviction.

ETPA tenants are not in the position of an apartment hunter who might be forced to sign any lease the landlord presents or be denied the apartment. The ETPA tenants are already in occupancy, and cannot be evicted without good cause. They have every right to question or challenge lease terms.

For more information, see the attached link to the fact sheet, "Leases and Lease Renewals Under ETPA: What Kingston tenants need to know."

What if landlords refuse to comply, and/or engage in illegal behavior?

Perhaps you will not experience the kind of willful non-compliance and harassment of tenants that we witnessed in Kingston. But you should be prepared.

The City of Newburgh should take steps to educate ETPA tenants whose apartments will fall under ETPA of their rights. I suggest that simultaneously with your vote to opt into ETPA you mail a letter to all residents of the 68 buildings included in the vacancy study to inform them that their rents are frozen and that until the rent board votes they can refuse to sign an illegal lease and refuse to pay any rent increase. It is important not to delay this letter, as there will be a great deal of uncertainty and fear on the part of tenants.

For many tenants, it will take some time before they believe that they can tell their landlord "No" without fear of eviction. You should work with legal service providers and non-profit organizations such as For The Many to provide information and technical assistance to tenants.

Conclusion

I commend you for your determination to stand up for the rights of tenants, and for the preservation of the scarce affordable rental housing stock for the future. That is what opting into the Emergency Tenant Protection Act will help you achieve. I urge you to adopt ETPA without any delay.

Michael McKee
mmckee@tenantspac.org



Upstate Tenants:

“LESSONS FROM KINGSTON, NEW YORK”

Plus related material about implementation of the
Emergency Tenant Protection Act

All now available at the following link:

<https://linktr.ee/tenantspac>

“Lessons from Kingston, New York” is a comprehensive account of the experience of organizers and tenant leaders working on implementation of ETPA following the vote of the Kingston Common Council to opt into the statewide rent control system effective August 1, 2022.

Among its purposes is to educate tenants, organizers and pro-tenant legislators in other upstate municipalities so that they can try to avoid some of the problems we encountered in Kingston.

Also available at the above link are:

- An interactive memo, “How to make sure your vacancy survey survives a court challenge”
- Three fact sheets (Fair Market Rent Appeals, Leases, Rent Registration) about aspects of ETPA implementation. These are easily adaptable for any other municipality considering opting into ETPA.
- Sample forms (Fair Market Rent Appeals, rent registration challenges)
- DHCR form tips
- Kingston ETPA Owner Info

Soon all this material will be available on our new website: nytenantspac.org.

FOR MORE INFORMATION: Michael McKee mmckee@tenantspac.org

Eric, Benkard Avenue said his mom and dad work three jobs, so they are always working. They are paying \$2,500.00 per month for rent so like someone said earlier we need to fight back. Lights cost a lot too so it's really hard for my family right now.

Michelle Hirsch, City of Kingston Councilmember, said she is here to offer her support and thank the council for conducting this study. She ran for office because she works with families who were losing their homes and decided to run because of housing and what it does to families. She thanked the Council for their work and for sitting and listening to everyone for five minutes giving them dignity and respect. Please don't listen to fear mongering because we passed ETPA in Kingston over a year ago and developers are still coming to Kingston. The ETPA only affects buildings built before 1974 and she grew up in Orange County so if you only have eight hundred or so units that qualify, then you have been victim to urban renewal and what is happening now is urban renewal 2.0. These people should be allowed to stay in their homes and their communities that they are from so she urged the Council to lift up the community and pass this.

Mr. Hiller resides in Rosendale and organizes in Newburgh with Hudson Valley DSA said he has been listening to a lot and wanted to thank the Council for being vigilant with the vacancy study and advocating for tenants. He was fortunate enough to be a rent stabilized tenant under ETPA in Brooklyn and hopes his perspective might be a little useful. Newburgh tenants are in crisis and there is no time to waste. There have already been eight hundred and twenty-one eviction filings in Newburgh to date this year as rents are rising much faster than wages and tenants can't keep up. He has heard story after story of substandard living conditions, tenant harassment and unfair rent hikes. The extreme rent hikes that Newburgh is experiencing started happening decades earlier in Brooklyn when he was there and when those rent hikes started to hit wave after wave of working-class tenants who didn't have protections were displaced. We have already seen a good bit of displacement here in Newburgh and it's only getting worse so it's critical to act quickly and make sure rents remain affordable for working class people here. Landlords have suddenly decided to improve properties with expensive renovations and rates are far outpacing the general rate of inflation. Rents are increasing here because many people want to live here and the supply of housing is limited. We need to increase the supply of housing here but it has to be affordable because Newburgh tenants are being displaced right now. Rental stabilization is a critical first step as currently the rental market is so tight that landlords only incentive to make their units habitable is human decency but unfortunately in many cases that's not enough. The last time landlords showed up here a few of them cruelly threatened that they will stop making repairs if they can't charge exorbitant rents and currently if a tenant complains or withholds rent, a landlord can decline to renew their lease. The guarantee of a lease renewal and protection from unfair rent hikes that ETPA provides gives tenants the security to organize and demand the repairs they need without retaliation. If you want to see neglectful landlords in Newburgh repair their buildings, opt into the ETPA and give tenants the power to organize. Studies have shown that apartments with tenant protection are actually better maintained despite whatever scare mongering you may hear from landlords on the subject. The real threat to Newburgh is endless waves of destabilizing rent hikes and evictions because being forced to move multiple times is harmful to children and communities with high eviction rates have worse overall outcomes for health and education. Protecting tenants from rent hikes and evictions gives tenants the security to stay in their homes which builds stable communities. Landlords will say that ETPA will lead to the destruction of all that's good and holy, but it's

been in effect in downstate counties for half a century and has kept millions of people in their homes and communities. When a municipality declares a housing emergency, rents in eligible buildings are immediately frozen until the Rent Guidelines Board is formed so it's important for everyone to know that. A lot of the landlords disregarded the law when ETPA was implemented in Kingston by harassing and evicting tenants pressuring them to sign leases with higher rents so it's critical for tenants to know their rights. He echoed the invitation to every tenant here to join the Know Your Rights and Information Session hosted by For the Many and Hudson Valley DSA this Wednesday at 6:00 pm at the Newburgh Armory.

A resident of the City of Newburgh said he can see that the Council is listening to all of the comments and wanted to note that twenty-one people so far have spoken in favor of this and six were against it. We are all here to see who is speaking for ETPA, which are the Black and Brown working-class people because they can barely afford rent in this city. Meanwhile we have landlords here who are saying they are going to lose money but the reason so many people are here fighting for ETPA is because they want to live a comfortable life and save some money so they can maybe own a house too. He told the Council to create their own luck and become champions for the community by listening to the people and being strong because the people of Newburgh are behind you. Most of the working-class people have had to leave the meeting tonight but the landlords are still here because being a landlord isn't like a real job. Please support ETPA.

Brian Camacho, City of Newburgh urged the Council to opt into ETPA and do a second meeting in December to get this done. It's hard to see what is happening when it comes to landlords and tenants but right now the scales are tipped in favor of the landlords, so evictions are happening every day and tenants are being displaced. There is no safety net for these people and no place to go except a shelter or the street. This is for the tenants who actually pay their rent and are living on fixed incomes. There are some good landlords who will be affected too but everything is changing.

Andre Niles, Liberty Street said he doesn't understand why you think you are a mom-and-pop landlord if you own a building that has six units. There is a large majority of rental properties that would be considered mom and pop but there are only three or four families in those buildings, so they won't be affected by ETPA whatsoever. Being a landlord is a business so if you can't afford that business, then you need to do something else. On the comment saying there are no literacy courses, he is in week four of a financial literacy course to help you buy a home and it's run by the Boys and Girls Club every Wednesday at 6:00 p.m. There needs to be more courses like that but they are out there and you just have to look for them.

John Workman, City of New Windsor said he works for the Newburgh Enlarged City School District and he has seen what housing insecurity does to education. He doesn't know how to teach them to be a successful member of the community if the Council doesn't give him the example to show them what it means to do so. When you have the power to change the lives of so many people, just the few you can change matters more than anything else. This is the beginning and a chance to get our foot in the door to eliminate the conversations we have been having that caused this problem. Housing is where we live, grow and learn so it can't be commodified like it has been. We all see the impact and are ready for a change and he believes this is the change.

A resident on Washington Street said she is here with For the Many to ask the Council to pass ETPA and address the housing crisis. At the beginning of the meeting, we were all told to be respectful and listen but there is someone who works here that was watching a movie on his phone while people were talking which she finds disrespectful. Most of the landlords already left and some people in the back of the room are having conversations so we are all tired of talking and hearing about this. She is not here because she wants to be here but because she has to be here. She is single mother who cannot afford to live on her own, yet she works sixty hours a week and we should all be able to feed our children. She has three to four hours with her daughter after work, so she is sacrificing time with the children to fight for a future for them. She just met an eighteen-year-old who was kicked out of his home so her dream is to buy a big building, fix it up and give all of the youth in High School who don't have a place to live a place to live and all of the single mothers like her who cannot afford a place on their own a place that's livable. She shouldn't have to dream of a place like that because people deserve a dignified life. We have a problem with homeless people because they cannot afford rent, food and the bills. Central Hudson is raising the rates again. Please pass ETPA and serve the community who put you there.

Peter Fraise, City of Newburgh said to proceed without delay to declare a housing emergency and opt into ETPA this month. There is a housing crisis in this city and there is no place else to go because there is a housing crisis in this Country. Rents have risen and wages have not kept up and we have heard examples of that tonight. If you earn a median income and pay median rent in this Country, you are considered rent burdened meaning you spend more than thirty percent of your income on housing and given the high rents and low wages we've seen in the City those numbers are worse here. He has owned a home here for over nine years and he came from Brooklyn because this is where he wanted to live. He supports rent regulations because it contributes to neighborhood stability by reducing evictions and allowing people to stay in their homes. A city where rent is affordable is the kind of city he wants to live in. Opponents of rent regulation will try to make this more complicated than it is by nitpicking about survey methods, scare mongering about court cases or claiming that a law that works in New York City can't work here but the choice before the Council is simple. Landlords see assets and investments and they want to maximize the value of those assets any way they can but the rest of us see a place for people to live. You can either side with the people of Newburgh and their basic human need for shelter or you can side with those who treat our housing stock as an investment. By opting into ETPA you have the ability to make it clear to your constituents that you place our right to housing above the property values of landlords and speculators. You can put the value of people over the value buildings of land which is the right thing to do and it's the right thing for Newburgh so he urged them to take this small step for housing justice by declaring a housing emergency and forming a Rent Guidelines Board.

Bridget McMillen, Benkard Avenue said she is here with Hudson Vally DSA, and she is a relative newcomer to Newburgh, but her neighbors were instantly welcoming and she knew she had joined a vibrant community. When she moved here, she worked at the Hospital where her teammates were locals and union members. Some had worked there for twenty-five years and the patients we served were locals of Newburgh, so she became a part of this community fast and she is very grateful for that. The community here is the heart of the city but in the past three years she has seen her neighbors get uprooted due to rent increases or no fault non renewals of their leases. Landlords will tell you that there are errors in the reporting, but we know you took your time to get it right because we reminded you that we are in a housing emergency. Trust the city staff. Landlords will say they can't

afford their buildings with rent stabilization, so they are welcome to join the community as tenants. Landlords will tell you they won't be able to maintain their buildings, pay their taxes and make a profit but they are talking about a quick profit. How much is enough? Housing is a human right, and it comes with the responsibility of stewardship so it's the responsibility of the City Council to be stewards of justice. We want you to declare a housing emergency, establish a Rent Guidelines Board and adopt the Emergency Tenant Protection Act as is.

Steven Pampinella, Broadway said he is a renter as well and he is in support of the Emergency Tenant Protection Act, so he urged them to convene a final meeting before the end of the year to vote. Someone spoke earlier about 15 Dubois Street and he walks down that same street often, so he remembers that eviction as well. There was an older gentleman who sat on the steps of that building for days after with his belongings around him. It was heartbreaking to walk by him every day because he felt powerless and didn't know what he could do. It made him feel ashamed that he lives in a city where this kind of thing happens and that he lives in a society that allows people to fall through the cracks, lose their homes, be evicted and live in poverty. There have been conversations about ETPA in other places like Kingston and he works in New Paltz where they are trying to make this happen there. He can't fathom how we let this happen to people. This is a working-class city where people struggle to survive and pay the bills because the rent keeps going up. The Council has talked about their support of ETPA so he has waited for that vacancy study to be completed and he knows how hard the Planning Department worked to make sure it was fool proof. The government can do this and make people's lives better, so he urged the Council to activate the Emergency Tenant Protection Act and create a Rent Guidelines Board. Defend the housing rights of the ordinary citizens of this city.

Juan Molina, Gidney Avenue said that for the most part politicians have not clearly concluded the positive and negative impacts on rent control in communities. Proponents against ETPA use inadequacies and misinformation to state the conditions would worsen as it would tie property owners' hands making it more difficult to improve the housing and land in the area. Lack of renovation has allowed property owners to raise the rents using market values while skirting development regulations and allowing properties in Newburgh to rot. Not to mention the most vulnerable in our community, children and single mothers, are most affected by the lack of policy so ETPA would force landowners to make the appropriate changes desperately needed in homes and apartments in the City of Newburgh. Many of these positive impacts are actually outlined in the policy review conducted by an unbiased third party which is available on the City Council's website. It's imperative to acknowledge the positive impacts that would arise from the proper implementation of housing policies. It is by no means an end but a beginning for policy that that will improve and renovate properties and neighborhoods in Newburgh. Everyone here tonight has mentioned that some kind of action is necessary to make Newburgh better. Sensible economic policy is necessary to create sustainable communities both economically and socially and it is essential to ensure that the lifelong residents and community members determine the fate of Newburgh for themselves rather than external forces who do not understand our communities. Passing ETPA would improve the quality and quantity of housing available and is necessary to ensure stability, growth and prosperity in our community for generations to come.

Genesis Ramos, County Legislator and City of Newburgh resident said the reality is that we have a supply and demand issue, and our housing crisis is a problem requiring a set of

solutions so this is not the end all be all. It's just one way and one mechanism to keep families housed, but it's a critical one. There is such a disconnect between people who have come here recently to call Newburgh home and those trying to survive and stay in a place that they have called home forever. While some people may bring good intentions with their investments into our community, others just view people as dollar signs and are actively displacing people with absolutely no regard. The City of Newburgh has diverse needs and we can't afford to keep losing lifelong residents. We can create a thriving community for everyone including folks who want to make Newburgh home but that requires both housing development at all affordability levels and policy to keep people in their homes. We need to address people not knowing how they will keep their apartments if they get yet another unreasonable rent hike, so we need both a preservation and development strategy. The seven hundred plus families that can qualify under this regulation are families who can stay where they have roots. The Newburgh that some people fell in love with during their flight from the City is the Newburgh that others are fighting to stay in. A lot of people have called out the City Council tonight but they also need to call out our State officials and hold them accountable. We need to apply the pressure and bring this energy to them as well because when the City of Newburgh passed Good Cause Eviction it was struck down after a group of landlords took it to Court and our State officials have done nothing about that. She has had many conversations with developers in the past few years and she is a founding member of the Strategic Economic Development Advisory Committee here in the City of Newburgh and she knows for a fact that developers are interested in coming here so don't fall for the fear mongering. When ETPA is passed, she urged the Council to create the systems and infrastructure to ensure this has the intended impact or it can have no impact at all. We need to ensure that there are measures of accountability in every aspect of implementation around this legislation and for those who are against it, what is your solution?

Mark Sanchez Potter, City of Newburgh said he is blessed to live here. He is in support of this legislation and when it was expanded to include upstate, he doesn't think they thought that it would catch on and that people would fight so hard for this to be implemented. We are in a housing crisis because people can't afford to pay their rent and put food on the table. Regulations can be a good thing and we all have benefitted from them although billionaires would like to see those laws undone. He told the City Council to stick to their guns and declare a housing emergency because they are on the right side of history. Don't listen to the real estate lobby because it's just like big oil and big tobacco where they talk out the side of their mouths and they don't care if they hurt people. Ensuring that people have stable housing is a good thing so don't allow people to tell you otherwise.

James, City of Newburgh said he opened a business here in 2021 and his rent keeps going up so he might have to leave the city where his business is. His building won't qualify for ETPA but his neighbors will so they can't wait for the many changes that need to happen making housing secure and affordable for everyone. ETPA might not be a silver bullet for all of this but if it can keep one person from being homeless then it's worth it. Please have another meeting this month to implement ETPA and a Rent Guidelines Board. He also urged the Council to demand a cease fire in Gaza.

Tamar Samir, 193 Grand Street said she is in support of ETPA and would like the Council to vote on it this month to protect the community and renters in the city like her. She moved to New York City in 1997 and was lucky to find a rent stabilized apartment where she was able to stay for eight years. She then moved to Brooklyn into an apartment in a

nice community that was not rent stabilized and then the landlord raised the rents in May of 2020 and half the building had to move so that community was destroyed. Rent stabilization preserves and protects the community so please support it and vote on it this month.

Mayor Harvey thanked everyone who spoke at this very important public hearing. We are all going to review our notes and look this over and we will be convening next week to make a determination either to support and declare a housing emergency or not to.

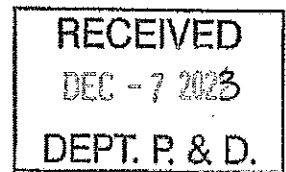
There being no further comments this public hearing was closed.

****Attached are comments received via email for this public hearing.**

December 4th 2023

Dear Ali Church,

I'd like this letter to be considered as part of the record which the City considers in deciding whether to adopt the ETPA/HSTPA statutes.



My name is Jon Beer, I am a contractor, artist, resident, and landlord in Newburgh. Nine years ago, my best friend Nadene Grey Speer & I, bought our home. It's a converted Victorian that provides apartments for both of us and four other families. Our building is on the recently completed vacancy survey conducted by the City of Newburgh.

We purchased our building in 2014. At that time, it was partially vacant, being poorly managed by a local agency and in need of significant repairs. Since 2014 we have spent every penny earned to rehabilitate the building to create safe, clean, modern homes for our long-term tenants. We have developed a 5-year master plan for improvements; we are responsive, attentive and take our jobs as the caretakers of this historic building and landlords very seriously.

We support tenant rights and are also concerned about how this statute will impact small, owner-occupied rental buildings and Newburgh's future in general.

In the spirit of transparency we attached our 2022 budget which clearly illustrates how expensive it is to maintain these buildings as rentals. I also show the percentage increases from 2021-2022 in utility, taxes, water & sanitation. If the rent is capped we, along with owners of other small buildings, will be unable to support the needs of our tenants and maintain the financial viability of the building. We would be forced to sell and lose our home. We do not have the economy of scale of larger corporate landlords.

The City of Newburgh can choose which buildings the ETPA applies to. Other municipalities like Nyack have adopted 25 units or larger applications to protect 'mom and pop' property owners like us who also call their buildings home. If you applied stabilization to buildings 8 units or larger you would still regulate 432 units. An exemption for owner occupied buildings where it is their primary residence would also ensure that people like us can stay here and continue supporting Newburgh's revitalization.

This is not a business for us, Newburgh is our home and we love caring for this beautiful historic property and also providing homes for our community. The adoption of ETPA needs to be nuanced to reflect the special situation that makes Newburgh the unique place we love.

Thank you for your time and thoughtful consideration.

Jon Beer & Nadene Grey Speer

December 4th 2023

Dear Michelle Kelson,

I'd like this letter to be considered as part of the record which the City considers in deciding whether to adopt the ETPA/HSTPA statutes.

My name is Jon Beer, I am a contractor, artist, resident, and landlord in Newburgh. Nine years ago, my best friend Nadene Grey Speer & I, bought our home. It's a converted Victorian that provides apartments for both of us and four other families. Our building is on the recently completed vacancy survey conducted by the City of Newburgh.

We purchased our building in 2014. At that time, it was partially vacant, being poorly managed by a local agency and in need of significant repairs. Since 2014 we have spent every penny earned to rehabilitate the building to create safe, clean, modern homes for our long-term tenants. We have developed a 5-year master plan for improvements; we are responsive, attentive and take our jobs as the caretakers of this historic building and landlords very seriously.

We support tenant rights and are also concerned about how this statute will impact small, owner-occupied rental buildings and Newburgh's future in general.

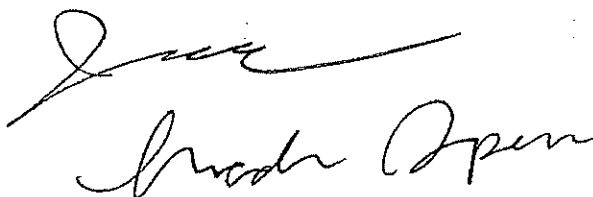
In the spirit of transparency we attached our 2022 budget which clearly illustrates how expensive it is to maintain these buildings as rentals. I also show the percentage increases from 2021-2022 in utility, taxes, water & sanitation. If the rent is capped we, along with owners of other small buildings, will be unable to support the needs of our tenants and maintain the financial viability of the building. We would be forced to sell and lose our home. We do not have the economy of scale of larger corporate landlords.

The City of Newburgh can choose which buildings the ETPA applies to. Other municipalities like Nyack have adopted 25 units or larger applications to protect 'mom and pop' property owners like us who also call their buildings home. If you applied stabilization to buildings 8 units or larger you would still regulate 432 units. An exemption for owner occupied buildings where it is their primary residence would also ensure that people like us can stay here and continue supporting Newburgh's revitalization.

This is not a business for us, Newburgh is our home and we love caring for this beautiful historic property and also providing homes for our community. The adoption of ETPA needs to be nuanced to reflect the special situation that makes Newburgh the unique place we love.

Thank you for your time and thoughtful consideration.

Jon Beer & Nadene Grey Speer

The block contains two handwritten signatures. The first signature is in dark ink and appears to be 'Jon Beer'. The second signature is in a lighter, more cursive script and appears to be 'Nadene Grey Speer'.

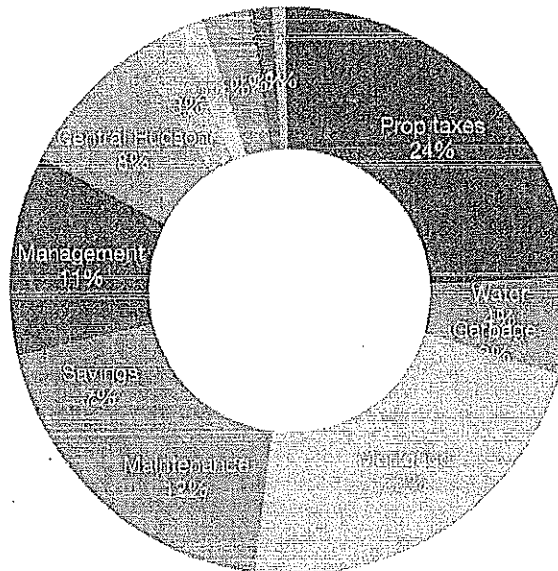
Rental Budget 2022

Income	
Rent 2E 1900 x 11.5 (months) actual cost \$1710	\$21,850
Rent 2N 1550 actual cost \$1395	\$17,825
Rent 2S 1050 actual cost \$945	\$12,075
Rent 1W 1550 actual cost \$1395	\$17,825
Rent 3 2000 actual cost \$1820	\$23,000
Rent 1E 1550 actual cost \$1410	\$17,825
Total Income	\$110,400

Expenses		
Prop taxes	\$24,315	City
Water	\$3,592	City
Garbage	\$1,943	City total \$29850
Mortgage	\$22,420	
Maintenance	\$12,289	Common light/pipe, repairs, leaks, 2N kitchen reno
Savings	\$7,000	Major projects: boiler, roof, painting, sewer main
Management	\$11,440	showing apts, collecting rent, tenant calls, leases, paying bills, bookkeeping
Central Hudson	\$8,076	heat, landlord electric
Insurance	\$2,709	
Landscaping	\$1,604	lawn cut, leaves
Cleaning	\$1,495	common space
Snow removal	\$1,300	
Accounting	\$1,200	Tax prep & Quickbooks
Misc	\$763	office expenses, advertising, llc fee, bank charges
Total expenses	\$100,145	

Money Left Over	
Income minus expenses PROFIT	\$10,255

EXPENSES



- Prop taxes
- Water
- Garbage
- Mortgage
- Maintenance
- Savings
- Management
- Central Hudson
- Insurance
- Landscaping
- Cleaning
- Snow removal
- Accounting
- Misc

2021 to 2022 Cost increases:

Taxes 31%

Water & Sanitation 26%

Central Hudson 21%



Homes and Community Renewal

Office of Rent Administration

FACT SHEET

26

Guide to Rent Increases for Rent Stabilized Apartments

5 PAGES

AT A GLANCE

This Fact Sheet can be used along with a rent registration history of an apartment to assist in determining if the apartment's registration status and rent are lawful.

DEFINITIONS

Housing Stability and Tenant Protection Act (HSTPA) of 2019:

The act, which went into effect on June 14, 2019, made changes to how rents can be raised and changed formulas for vacancy leases, Major Capital Improvements (MCI) and Individual Apartment Improvements (IAI).

Individual Apartment Improvements (IAIs): When an owner installs a new appliance or makes an improvement to an apartment, the owner may be entitled to an IAI rent increase.

Major Capital Improvements (MCIs): Building-wide improvements such as boilers, windows and roofs.

Vacancy lease: When a person rents a rent stabilized apartment for the first time, the owner and the tenant sign a vacancy lease.

SUMMARY AND HIGHLIGHTS

The Housing Stability and Tenant Protection Act (HSTPA) of 2019 made changes to how rents can be raised and changed formulas for vacancy leases, MCIs, and IAIs. MCI and IAI rent increases are now temporary, and the amount that can be collected for IAIs is limited.

Options

- **Vacancy leases:** HSTPA eliminated the statutory vacancy rate and does not permit Rent Guidelines Boards to establish a separate vacancy rate.
- **Renewal leases:** When a tenant signs a renewal lease, they can choose between a one or two-year option and the allowable guideline adjustment is set by the local rent guidelines board.
- **Improvements:** Lawful rent increases for IAIs and/or MCIs may be factored into rent increases.

Limitations

- Under HSTPA, there are limitations on future MCI increases, such as: an annual 2% rent increase cap, only reasonable costs are recoverable, and MCI rent increases are prohibited in buildings that contain 35% or fewer rent-regulated apartments.
- In buildings with 35 units or less, owners can increase the rent for an IAI up to 1/168th of the cost of the improvement.
- In buildings with more than 35 units, owners can increase the rent for an IAI up to 1/180th of the cost of the improvement.
- Owners may collect no more than three IAI increases within a 15-year period, and the total cost of the improvements eligible for a rent increase calculation cannot exceed \$15,000.
- The written consent provided by the tenant in occupancy for an IAI rent increase must be on a DHCR form.

Meaning you can only spend \$15,000 per apartment in maintenance over 15 years! And recoup \$6 per \$1000 spent. Housing will deteriorate

FACT SHEET #26: IN DETAIL

Introduction

This fact sheet will be updated annually to reflect the new lease guideline rates. It can be reviewed along with a rent registration history of an apartment to assist in determining if the apartment's registration status and the rent being charged are lawful. The apartment rent registration history and a rent overcharge complaint form can be requested online at www.hcr.ny.gov or at a Borough Rent Office.

The Housing Stability and Tenant Protection Act (HSTPA) of 2019, which went into effect on June 14, 2019, made changes to how rents can be raised and changed formulas for vacancy leases, Major Capital Improvements (MCI) and Individual Apartment Improvements (IAI). MCI and IAI rent increases are now temporary and the amount that can be collected for IAIs is limited. HSTPA eliminates High-Rent Vacancy and High Rent High Income Deregulation and makes preferential rents the basis for collection for the duration of the tenancy. It also extends the rent overcharge review time period from four to up to six years for complaints filed on or after the passage of HSTPA.

Effective December 15, 2022, Private Housing Finance Law (PHFL) Section 610 allows owners of affordable housing properties to collect actual rents that are higher than legal rents, if the following two conditions are met: a state or municipal agency or other statutorily designated party must issue specific approval in a regulatory agreement, either new or amended, and a government program provides rental assistance to the apartment. See DHCR Notice RA-LR3 for more details. Often rental assistance may be provided to owners without an overarching state or municipal regulatory agreement for the development. In addition, a regulatory agreement may not specifically authorize these higher rents with respect to all or certain types of rental assistance. Neither of these circumstances establish that an actual rent higher than the legal stabilized rent can be charged. Owners should be aware that for example, FHEPS or individual section 8 housing

choice vouchers may not always qualify for an actual higher rent.

Vacancy and Renewal Leases

HSTPA eliminated the statutory vacancy rate and does not permit Rent Guidelines Boards to establish a separate vacancy rate. Changes to the rent regulations effective November 8, 2023 further clarify that the Rent Guidelines Board one or two year lease guidelines adjustments shall be applicable to both vacancy and renewal leases. No more than one guideline adjustment can be added to the rent in a calendar year for a vacancy lease. Renewal lease guideline adjustments are subject to the limitation of one guideline adjustment in the same guideline year. A guideline year commences on October 1 and ends the following September 30. Lawful temporary increases for Major Capital Improvements (MCI) and Individual Apartment Improvements (IAI) may also be added to the rent.

A DHCR Rent Stabilization Lease Rider/Addenda is to be attached to the lease and it should contain information on how the rent was calculated and on any related Individual Apartment Improvements.

When a tenant signs a renewal lease, they can choose between a one or two-year option and the allowable guideline adjustment is set by the local rent guidelines board. (See the Recent Lease Guideline Rates chart.)

Effective June 14, 2019 owners who are collecting a preferential rent, upon renewal of the lease, can increase the legal and preferential rents by the lawful guideline adjustments but only collect a guideline adjustment based on the preferential rent. The higher legal regulated rent and related guideline adjustments can only be collected when the apartment is vacated and rented to a subsequent tenant. See Fact Sheet #40 for more details.

Individual Apartment Improvements (IAI)

When an owner installs a new appliance or makes

an improvement to an apartment the owner may be entitled to an IAI rent increase. Tenant written consent for the improvement and rent increase is only required if the apartment is occupied by a tenant at the time of the improvement. Written consent is not required for a vacant apartment.

In buildings with 35 units or less, the amount the rent can be increased for an IAI is limited to 1/168th of the cost of the improvement. In buildings with more than 35 units, the amount the rent can be increased for an IAI is limited to 1/180th of the cost of the improvement.

Meaning owners can't work on their homes!

No more than three IAI increases can be collected in a 15-year period and the total cost of the improvements eligible for a rent increase calculation cannot exceed \$15,000. Work must be done by a licensed contractor and there is a prohibition on common ownership between the contractor and the owner. The apartment must be free and clear of any outstanding hazardous and immediately hazardous violations. The written consent provided by the tenant in occupancy must be on a DHCR form. For informational purposes only, the translated versions of this form are available for review on DHCR's website. Owners are required to maintain supporting documentation and photographs for all IAI installations, which commencing June 14, 2020 will be submitted to and stored by DHCR in an electronic format. The IAI rent increase for improvements collected after June 14, 2019 is temporary and must be removed from the rent in 30 years, and the legal rent must be adjusted at that time for guideline adjustments that were previously compounded on a rent that included the IAI.

The DHCR Lease Rider included with a vacancy lease must notify the tenant of the right to request from the owner by certified mail Individual Apartment Improvements (IAIs) supporting documentation at the time the lease is offered or within 60 days of the execution of the lease. The owner shall provide such documentation within 30 days of that request in person or by certified mail. A tenant who is not provided with that documentation upon demand may file form RA-90 "Tenant's Complaint of Owner's Failure to Renew

Lease and/or Failure to Furnish a copy of a Signed Lease" to receive a DHCR Order that directs the furnishing of the IAI supporting documentation.

Major Capital Improvements (MCI)

An owner is permitted rent increases to recover the costs of building-wide major capital improvements, such as the replacement of a boiler or new plumbing. The owner must file an application with DHCR and DHCR may issue an order denying the increase or granting an increase in part or in whole. After review of an MCI application DHCR will issue an order and serve it on the owner and all tenants in the building.

Under HSTPA, there are limitations on future MCI increases, such as: only reasonable costs are recoverable, and MCI rent increases are prohibited in buildings that contain 35% or fewer rent regulated apartments. The rent increase approved by the DHCR order is collectible prospectively, on the first day of the first month 60 days after issuance. There are no retroactive rent increases. The collection of the increase is limited to a 2% cap/yearly phase-in. The 2% cap also applies to MCI rent increases not yet collected that were approved on or after June 14, 2012. The first renewal lease effective after June 14, 2019 must reflect no more than a 2% increase. Upon vacancy, the remaining balance of the increase can be added to the legal rent. In buildings with 35 or fewer units, the cost of the MCI is amortized over a 12-year period. In buildings with more than 35 units, the cost of the MCI is amortized over 12 ½ years. The building must be free and clear of any outstanding hazardous and immediately hazardous violations. The MCI rent increase is temporary and it must be removed from the rent in 30 years and the legal rent must be adjusted at that time for guideline adjustments that were previously compounded on a rent that included the MCI rent increase. Vacancy lease tenants are to be notified in their lease about pending MCI applications.

RECENT LEASE GUIDELINE RATES*Allowed rent increases 0-3% over 7 years!*

- Prior to the effective date of the Housing Stability and Tenant Protection Act (HSTPA) of 2019, June 14, 2019, these guidelines applied only to lease renewals.
- Effective November 8, 2023, the rent regulation amendments clarify that guideline adjustments apply to vacancy and renewal leases. Prior to this date, the footnote "G" below was used as a notation. In the light of this amendment, the continued use of this footnote is no longer necessary.

EFFECTIVE DATE OF RENEWAL LEASE	NYC		Nassau		Rockland		Westchester		Westchester (tenant pays either heat or hot water)		City of Kingston	
	1 year	2 year	1 year	2 year	1 year	2 year	1 year	2 year	1 year	2 year	1 year	2 year
10/1/17-9/30/18	1.25%	2.00%	0.00%	0.00%	0.00%	0.50%	1.00%	1.50%	0.80%	1.20%	—	—
10/1/18-9/30/19	1.50%	2.50%	1.00%	2.00%	0.00%	0.00%	2.00%	3.00%	1.60%	2.40%	—	—
							0.00% ¹	1.00% ¹	0.00% ¹	0.80% ¹	—	—
10/1/19-9/30/20	1.50%	2.50%	1.50% ²	2.50% ²	0.00%	0.00%	1.75%	2.75%	1.75%	2.75%	—	—
10/1/20-9/30/21	0.00% ³	0.00% ^{3,2}	0.00% ³	0.00% ³	0.00% ³	0.00% ³	0.00% ³	0.00% ³	0.00% ³	0.00% ³	—	—
		1.00% ^{3,2}										
10/1/21-9/30/22	1.50% ^{3,3}	2.50% ³	1.00% ³	2.00% ³	0.50% ³	0.75% ³	0.50% ³	1.00% ³	0.50% ³	1.00% ³	—	—
10/1/22-9/30/23	3.25% ³	5.00% ³	2.00% ³	3.50% ³	0.50% ³	0.75% ³	2.00% ³	3.00% ³	2.00% ³	3.00% ³	—	—
							1.00% ^{3,4}	2.00% ^{3,4}				
10/1/23-9/30/24	3.00% ³	2.75% ^{3,5}	1.00% ³	2.00% ³	0.00% ³	0.50% ³	1.00% ³	2.00% ³	1.00% ³	2.00% ³	0.00% ³	0.00% ³
		3.20% ^{3,5}	0.00% ^{3,6}	0.00% ^{3,6}								

³ The guideline adjustment is authorized for all leases.

¹ These guideline adjustments apply only to the Village of Ossining within Westchester County.

² 0% for the first year of the lease and 1% for the second year of the lease.

³ 0% for the first six (6) months of the lease and 1.5% for the final six (6) months of the lease.

⁴ These guideline adjustments apply only to the Village of Croton-on-Hudson, which expanded its ETPA coverage on March 27, 2023 to buildings built before 1974 with six or more units. They apply to leases commencing between March 27, 2023 and September 30, 2023.

⁵ For a two-year lease commencing on or after October 1, 2023 and on or before September 30, 2024, for the first year of the lease, 2.75%; and for the second year of the lease, 3.20% of the amount lawfully charged in the first year, excluding any increases other than the first-year guideline adjustment.

⁶ These guideline adjustments apply only to the Village of Hempstead within Nassau County.

These rent increases don't even keep up with inflation let alone rising costs of taxes, heat, water, etc.

Housing Vacancy survey clarification

Grey <nadenegrey@gmail.com>

Thu 12/7/2023 1:54 PM

To: Kelson, Michelle <MKelson@cityofnewburgh-ny.gov>; Venning, Todd <TVenning@cityofnewburgh-ny.gov>; Harvey, Torrance <tharvey@cityofnewburgh-ny.gov>; Martinez, Giselle <GMartinez@cityofnewburgh-ny.gov>; Monteverde, Ramona <rmonteverde@cityofnewburgh-ny.gov>; Sklarz, Robert <rsklarz@cityofnewburgh-ny.gov>; Sofokles, Patty <psokles@cityofnewburgh-ny.gov>; Grice, Anthony <agrice@cityofnewburgh-ny.gov>; Shakur, Omari <OShakur@cityofnewburgh-ny.gov>

To Whom it May Concern,

I'd like for it to go on the record that I filled out the Rental Housing Vacancy survey incorrectly. There was a question asking 'Total Units Not Available for Rent by Owner' I should have answered that 2 units were not available for rent because they are occupied by the two owners of the building Jon Beer & I. Instead I answered zero because there was no question asking about owner occupation or a way for me to clarify.

Thank you,
Nadéne Grey Speer
nadenegrey.com
cell 646-712-2327

From: The Gallery Guesthouse Williamsburg Brooklyn
To: Midler, Jonathan
Subject: Re: 25 Benkard Avenue - Rental Vacancy Study
Date: Thursday, November 30, 2023 3:48:19 PM
Attachments: image001.png
fact-sheet-38-11-2023.pdf

fact sheet source attached and linked:

<https://hcr.ny.gov/system/files/documents/2023/11/fact-sheet-38-11-2023.pdf>

On Thu, Nov 30, 2023 at 2:26 PM Midler, Jonathan <jmidler@cityofnewburgh-ny.gov> wrote:

Hi Roy,

Thank you for your inquiry. City staff will note your concern accordingly. You should be aware that a public hearing regarding the survey findings and possible declaration of housing emergency will be held on December 11th, 2023, during the regular City Council meeting. You are welcome to make a comment during this time.

Thank you.

Jonathan Midler

Planner

Planning and Development Department

City of Newburgh

123 Grand Street

Newburgh, NY 12550

o: 845.569.7381

jmidler@cityofnewburgh-ny.gov

Header sm



From: The Gallery Guesthouse Williamsburg Brooklyn <galleryguesthouse@gmail.com>
Sent: Wednesday, November 29, 2023 4:46 PM
To: Midler, Jonathan <JMidler@cityofnewburgh-ny.gov>
Subject: Re: 25 Benkard Avenue - Rental Vacancy Study

Hello Jonathan

Thank you for the survey

Question - My building:

1. Was in a substandard or seriously deteriorated condition
2. Underwent Substantial Rehabilitation (including 100% new plumbing and new walls throughout as well as new engineered structural supports)

Is there a way I can apply for an exemption from ETPA due to the above 2 points as a DHCR pamphlet suggests

Thank you, Roy Lethen,

25 Benkard Ave, owner occupied

718 387 5144

On Wed, Aug 16, 2023, 1:07 AM The Gallery Guesthouse Williamsburg Brooklyn <galleryguesthouse@gmail.com> wrote:

5 rental units + owner lives on the property

From: [Midler, Jonathan](#)
To: [Grey](#)
Subject: RE: Rental Vacancy Study
Date: Tuesday, November 14, 2023 10:56:00 AM
Attachments: [image001.png](#)

Good morning Nadéne,

Thank you for your email, and we appreciate your response. City staff will note your concern accordingly.

Jonathan Midler

Planner
Planning and Development Department
[City of Newburgh](#)
[123 Grand Street](#)
[Newburgh, NY 12550](#)
o: 845.569.7381
jmidler@cityofnewburgh-ny.gov

Header sm



From: Grey <nadenegrey@gmail.com>
Sent: Monday, November 13, 2023 4:31 PM
To: Midler, Jonathan <JMidler@cityofnewburgh-ny.gov>
Subject: Re: Rental Vacancy Study

Thank you. When I filled it out I think I filled it out incorrectly. For 'Total Units Not Available for Rent by Owner' I put zero because of my 6 unit house 4 are rented & 2 are occupied by the two owners, so my thinking was all four of my rental units are for rent. But I think I should have put 2 total units not available for rent because two are not rented they are occupied by owners. Did I miss understand & answer that inaccurately? If so can that be changed to the correct answer?

Thank you,
Nadéne Grey Speer
nadenegrey.com
cell 646-712-2327

On Mon, Nov 13, 2023 at 3:10 PM Midler, Jonathan <JMidler@cityofnewburgh-ny.gov> wrote:

Hi there,

Yes, the Study is a public document. It can be found in the agenda packet from the November 6, 2023, City Council meeting: <https://www.cityofnewburgh-ny.gov/AgendaCenter/City-Council-3>

Jonathan Midler

Planner
Planning and Development Department
City of Newburgh
123 Grand Street
Newburgh, NY 12550
o: 845.569.7381
jmidler@cityofnewburgh-ny.gov

Header sm



From: Grey <nadenegrey@gmail.com>
Sent: Monday, November 13, 2023 3:04 PM
To: Midler, Jonathan <JMidler@cityofnewburgh-ny.gov>
Subject: Re: Rental Vacancy Study

Thank you for that, can I also read the actual findings of the survey? I'm also curious how many buildings in Newburgh would be affected by rent control if enacted? Their aren't that many that 6 families that are also not 50% renovated etc? Do you know?

Thank you,
Nadéne Grey Speer
nadenegrey.com
cell 646-712-2327

On Mon, Nov 13, 2023 at 11:48 AM Midler, Jonathan <JMidler@cityofnewburgh-ny.gov> wrote:

Good morning,

Below is a link to background information on the rental vacancy study.

<https://www.cityofnewburgh-ny.gov/628/Vacancy-Rental-Study>

Jonathan Midler

Planner
Planning and Development Department
City of Newburgh

From: Midler, Jonathan
To: Alan Liani
Cc: Kaufman, Jeremy
Subject: RE:
Date: Thursday, December 7, 2023 2:14:00 PM
Attachments: image001.png

Alan,

Thank you for your email. Your comment will be included as a written public comment for the December 11, 2023, public hearing regarding the survey findings and possible declaration of housing emergency.

Jonathan Midler

Planner
Planning and Development Department
City of Newburgh
123 Grand Street
Newburgh, NY 12550
o: 845.569.7381
jmidler@cityofnewburgh-ny.gov

Header sm



From: Alan Liani <alanliani718@gmail.com>
Sent: Thursday, December 7, 2023 2:02 PM
To: Midler, Jonathan <JMidler@cityofnewburgh-ny.gov>
Subject:

Jonathan,

I reviewed the vacancy study you did on Nov 6th. You mis-counted my vacancies at 81-83 Williams Street.

I told you I had 6 apartments, 2 occupied, 2 under repair. You ask how many unavailable, I told you 2.

Those 2 are the same 2 that are under repair. You double counted in your report that I have 2 under repair plus 2 unavailable reporting no vacancies. This is not correct. The 2 unavailable are the same 2 under repair meaning we have 2 vacancies. Your survey document does not directly ask the question as to how many vacant apartments are available to rent. Its misleading.

Please correct your report.

I have included a written survey response that reports it correctly.

Thank you

From: [Midler, Jonathan](#)
To: [Michael Mamiye](#)
Cc: [Kaufman, Jeremy](#)
Subject: RE: Rent Control Study Survey
Date: Thursday, December 7, 2023 3:44:00 PM
Attachments: [image001.png](#)

Hi Michael,

Thank you for your email. Your comment will be included as a written public comment for the December 11, 2023, public hearing regarding the survey findings and possible declaration of housing emergency.

Jonathan Midler

Planner
Planning and Development Department
[City of Newburgh](#)
[123 Grand Street](#)
[Newburgh, NY 12550](#)
o: 845.569.7381
jmidler@cityofnewburgh-ny.gov

Header sm



From: Michael Mamiye <michael@nutopiadg.com>
Sent: Thursday, December 7, 2023 3:33 PM
To: Midler, Jonathan <JMidler@cityofnewburgh-ny.gov>
Subject: Rent Control Study Survey

Hi Jonathan, hope you are well. This is Michael Mamiye. I contacted you a few weeks ago regarding the housing survey.

I own / manage 238-240 grand St. a 6 unit building that was included in the survey. After reviewing files for the property it was pretty clear that this building was significantly rehabilitated in 1986 as it was converted from 2 one families to 2 three families. And then converted to 1 six family. There is a considerable paper trail of permits, architectural plans and changes of C/O granted by the city. I also know that most of the systems within the buildings have been replaced 100% and they must have had to be replaced in order to change from a 1 family to 3 family. In addition, on the orange county image mate it states that the effective date built is after 1974.

Basically - 238-240 grand St should not have been in the survey and it was. Can we please resolve this.

Mike.

From: Midler, Jonathan
To: "Scott Rosenstein"
Cc: Tom Daneke
Subject: RE: Paperwork from City of Newburgh
Date: Tuesday, November 28, 2023 4:04:00 PM
Attachments: Image001.png

Hi Scott,

We will certainly note your concern. You should be aware that a public hearing regarding the survey findings and possible declaration of housing emergency will be held on December 11th, 2023, during the regular City Council meeting. You are welcome to make a comment during this time.

If you have further concerns, I am happy to address your questions. I request that you send them to me in writing so that your specific concerns are clear.

Thank you.

Jonathan Midler

Planner
Planning and Development Department
[City of Newburgh](#)
[123 Grand Street](#)
[Newburgh, NY 12550](#)
o: 845.569.7381
jmidler@cityofnewburgh-ny.gov

Header sm



From: Scott Rosenstein <scottr@mwreinc.com>
Sent: Tuesday, November 28, 2023 3:28 PM
To: Midler, Jonathan <JMidler@cityofnewburgh-ny.gov>
Cc: Tom Daneke <thomasd@mwreinc.com>
Subject: FW: Paperwork from City of Newburgh
Importance: High

Jon
It has come to our attention you did not understand our survey

Can we chat this week

Thank you

Scott Rosenstein
MWRE Inc.
PO BOX 745

From: [Midler, Jonathan](#)
To: [Scott Rosenstein](#)
Cc: [Tom Daneke](#); [Lou Mercado](#); [Diana Rodriguez](#); [Kaufman, Jeremy](#)
Subject: RE: Chadwick gardens survey
Date: Thursday, December 7, 2023 1:31:00 PM
Attachments: [image001.png](#)

Scott,

Thank you for your email. Your comment will be included as a written public comment for the December 11, 2023, public hearing regarding the survey findings and possible declaration of housing emergency.

Jonathan Midler

Planner

Planning and Development Department

[City of Newburgh](#)

[123 Grand Street](#)

[Newburgh, NY 12550](#)

o: 845.569.7381

jmidler@cityofnewburgh-ny.gov

Header sm



From: Scott Rosenstein <scottr@mwreinc.com>
Sent: Thursday, December 7, 2023 1:03 PM
To: Midler, Jonathan <JMidler@cityofnewburgh-ny.gov>
Cc: Tom Daneke <thomasd@mwreinc.com>; Lou Mercado <cgm@mwreinc.com>; Diana Rodriguez <chadwick@mwreinc.com>
Subject: Chadwick gardens survey
Importance: High

Mr. Midler,

I saw a copy of the vacancy study you published on Nov 6th.

Your study mis reports my vacancies at 379 Powel Ave.

Your survey questions are misleading.

Here is a copy of what we sent you in July.

What we told you in our response is that we have 5 apartments available immediately, meaning available now. We had 8 under renovations. You reported zero vacancies it needs to be corrected to show 5 vacancies as we had 5 available immediately , meaning now.

You show all 13 unoccupied units as being under renovation when it should be 8 under renovation.

Thank you

Scott

Thank you

Scott Rosenstein
MWRE Inc.
PO BOX 745
Summit, New Jersey 07902

Office: 908.273.2444 ext 195
Direct Line: 908.264.1056
Mobile: 561.445.8523

e scottr@mwreinc.com
w www.mwreinc.com

Visit our prospect portal:
P <https://mwre.prospectportal.com>

From: [Midler, Jonathan](#)
To: [April Grimm](#)
Cc: [Kaufman, Jeremy](#)
Subject: RE: 428 and 430 Liberty Street , SBL 9-1-16
Date: Monday, December 11, 2023 10:54:00 AM
Attachments: [image001.png](#)
[image002.png](#)

Hi April,

Thank you for your email. Your comment will be included as a written public comment for the December 11, 2023 (today), public hearing regarding the survey findings and possible declaration of housing emergency.

Jonathan Midler

Planner
Planning and Development Department
[City of Newburgh](#)
[123 Grand Street](#)
[Newburgh, NY 12550](#)
o: 845.569.7381
jmidler@cityofnewburgh-ny.gov

Header sm



From: April Grimm <april@360mgmtgroup.com>
Sent: Friday, December 8, 2023 10:16 AM
To: Midler, Jonathan <JMidler@cityofnewburgh-ny.gov>
Subject: Contains JavaScript: 428 and 430 Liberty Street , SBL 9-1-16

Mr. Midler,

I looked at a copy of the Newburgh Vacancy Study and what you have reported for our property is not correct.

The property is 428 and 430 Liberty Street , SBL 9-1-16. Your report leaves out the apartments and vacancies at the 430 Liberty Street portion of the parcel. In total on that parcel there are 21 apartments and at the time of the survey we had 3 vacancies. Your report incorrectly has it as 14 apartments and zero vacancies. Please see the enclosed affidavit from the Owner which attests to the correct number of apartments and vacancies. Please correct your records and update your report accordingly.

Thank you

April Grimm

April L. Grimm - Managing Director

360 Property Management

297 Mill Street

Poughkeepsie, NY 12601

Phone: 845.454.7700 x 101 914-522-0852(c) 845.454.7778(f)

Email: April@360mgmtgroup.com

www.360propertymgmt.com



From: [michael mamiye](#)
To: [Midler, Jonathan](#)
Subject: Re: Vacant rental study
Date: Wednesday, November 8, 2023 6:30:19 PM
Attachments: [image001.png](#)

Please ignore. My mistake.

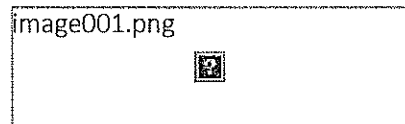
Sent from my iPhone

On Nov 8, 2023, at 3:30 PM, Midler, Jonathan <JMidler@cityofnewburgh-ny.gov> wrote:

Following up on this.

Jonathan Midler

Planner
Planning and Development Department
[City of Newburgh](#)
[123 Grand Street](#)
[Newburgh, NY 12550](#)
o: 845.569.7381
jmidler@cityofnewburgh-ny.gov



From: Midler, Jonathan <JMidler@cityofnewburgh-ny.gov>
Sent: Wednesday, November 8, 2023 7:53 AM
To: michael mamiye <mmamiye911@gmail.com>
Subject: Re: Vacant rental study

Mr. Mamiye,

Please provide which address or addresses you are referring to.

Best,
Jon M.

Get [Outlook for iOS](#)

From: michael mamiye <mmamiye911@gmail.com>
Sent: Wednesday, November 8, 2023 6:59:23 AM

To: Midler, Jonathan <JMidler@cityofnewburgh-ny.gov>

Subject: Vacant rental study

Hi Mr. Midler, I hope you are doing well. My name is Mike Mamiye and I own a residential building in Newburgh. It is above 6 units.

I read the city's online process for rent control and it said I should have received a survey for vacancy etc....

I never received anything and just saw yesterday that a vacancy of 5% was concluded.

How is that possible and why didn't I receive a survey.

Sent from my iPhone

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

Drew Kartiganer, City of Newburgh submitted and read the attached comments. (copy attached)

I read about City Council support for a cease fire in Gaza & Israel. The call for a cease fire was presented by Hamas supporters because Hamas needs a cease fire to survive, reset, re arm and kill Israeli's and Jews, again. Newspapers note City Council members voiced support for the Cease Fire which makes you, even if you didn't realize it, Hamas supporters. It also establishes you as supporters of anti-Semitism and racism.

There was no mention in the papers of anyone noting Hamas started the war. Nor was it defined that Israel declared war on Hamas; NOT the Palestinian people. Last, and worse; there no mention by Council of the 220 hostages taken or 1200 plus people, mostly Jews, massacred by Hamas on 10/7/23. Nothing was said by this Council about the brutal rape, mutilation and murder of people living peacefully until Hamas terrorist showed up. It was convenient for Hamas supporters calling for a cease fire to not mention it. How convenient was it for City Council to forget what Hamas did? I will note your support calling for the cease fire did get your names in print.

Hamas strategy is to use Palestinians as human shields to protect their terrorists & military infrastructure. They want dead Palestinians for propaganda purposes in order to force a "cease fire" so they can reset, rearm and kill again. The 20,000 Palestinians who have died in this war to date are a result of Hamas placing their military facilities and terrorist in and below hospitals, schools, mosques, apartments and children's bedrooms. The truth is Palestinians who have died in this war are dead because of Hamas, who started this war.

Israel has a right to self-defense and protects its citizens. Israel's war goal is the destruction of Hamas including its military capabilities in Gaza. Hamas has defined it will attack again and they want a cease fire to reset, rearm, attack Israel and kill Jews again.

Israeli Premier Golda Meir stated; "you can't make peace with someone trying to kill you." Peace is not possible between Hamas and Israel.

Your support of this cease fire and your silence on the brutal attack that started the war has aligned Newburgh City Council with the anti-Semitic racist supporting Hamas. Even if you failed to understand what you were doing by your actions, that is what you did and who you are.

A poem by Martin Niemöller, a Christian Minister & Nazi Concentration Camp survivor, serves as a description of his actions and a warning to future generations.... The poem....

First they came for the socialists, and I did not speak out—
because I was not a socialist.

Then they came for the trade unionists, and I did not speak out—
because I was not a trade unionist.

Then they came for the Jews, and I did not speak out—
because I was not a Jew.

Then they came for me—
and there was no one left to speak for me.

Drew Kartiganer

Will said he is homeless, and he has tried to get an apartment many times so he has paid a \$25.00 processing fee fourteen or fifteen times but you get nothing to show where that money goes and he never got an apartment. He stays in his car every other night and he works two jobs. He works for a medical servicing company and on September 30th he drove a blind lady to Manhattan and when he returned from that he went to his afternoon job, so he didn't get home until around 3:00 a.m. He parked his car on Ann Street near Liberty and at 1:00 p.m. the next day he came out to find his car was missing. He noticed orange temporary no parking signs that were just posted that morning, so his car was towed. He had worked eighteen hours, and he was sleeping in when they posted these signs at 7:00 a.m. in the morning. The signs stated no parking from 10:00 a.m. to 7:00 p.m. and when he went to pay the fee of \$221.00 to get his car back, he found out that they towed his car at 9:00 a.m. which was an hour before the posted time. Those kinds of signs have to be posted much earlier for people to see.

A City of Newburgh resident said she was not in attendance when they talked about a cease fire resolution, but she is in favor of it. We should all be in support of it not because you support one side or the other but because we are all human. They need to press Pat Ryan because he hasn't said a word about the crime that Israel is committing against the Palestinian people that has been going on since 1948. She thinks it's interesting how people didn't question during the hostage exchange where they got so many children from but it's because they have had them since before October 7th. They have been committing crimes for years and it's ridiculous. The nightmare in Palestine is not a humanitarian crisis it's a crisis of humanity because we are seeing that people are detaching themselves from the humanity to oppose a liberated Palestine. There should be no business as usual until Palestine is free and children are not killed. We have the power to speak out and we should. What are you going to tell your children when they ask you what you did during the crisis and the genocide committed against the Palestinian people. Are you going to be comfortable saying it wasn't my people or my issue, so I just looked the other way?

Steve Pampinella, City of Newburgh said the idea that Israel was suddenly attacked out of nowhere on October 7th is crazy. Palestinians have been living under a brutal system of occupation and apartheid for decades. His grandparents were Holocaust survivors, and his mother was born as a displaced person, so he knows that we have to stand up when people are being ethnically cleansed, removed from their homes and children are being killed. He thanked those who stood up in support of a cease fire so please continue to do that.

Daniel Atona with For the Many thanked the Council for that amazing public hearing and said it's extremely clear that the Newburgh public overwhelmingly supports you declaring a housing emergency, opting in to ETPA and appointing a Rent Guidelines Board. This would not have happened without Councilmembers Grice and Martinez who pushed hard to fund the vacancy study and Mayor Harvey for committing to a second Council meeting in December to vote on ETPA. He asked for clarification on when that meeting will be announced to get the word out to all of the people here as well as the supporters who couldn't make it because they were working. It gets extremely frustrating because landlords will claim they didn't understand the form or they didn't get it but if they were trying to contact their tenant to pay rent that was due do you think they would show any grace or mercy to their tenant? Absolutely not. The study was extremely clear on how

important it was for them to fill out the form so it's their own fault if they didn't do it. He added that over eighteen thousand Palestinians have been killed by Israel since October 7th, so he sent a draft statement to Councilmember Martinez for a balanced statement that acknowledges the loss of life of Palestinians and Israelis and calls for a cease fire, humanitarian aid and release of all hostages and political prisoners. There is a way to do this right and take the side of peace while also acknowledging the immense and tragic loss of Palestinian life that should not be acceptable to any of us.

Michael, City of Newburgh said we spoke tonight about ETPA and the housing problem so rent stabilization might be one way to help that but the reality is that it will have a very small effect. He thinks a real conversation needs to take place about increasing the housing supply and a new policy that allows developers to make more affordable housing.

Renee, City of Newburgh with For the Many agrees with what the person before him said which is that we need to do more for housing in the City of Newburgh. We have been asking where the vacancy study was for months and have also been insistent about implementing Vacation Rental Regulations. It's important to view this housing crisis from all aspects and if we have an issue with available units, we have to look at where they are.

Before we talk about developing let's address the issue of the units that we have now that are not being used. Earlier a man spoke who said he was homeless, and we know many people are homeless here so if it's because of a lack of units then we can build more but if we are going to address all issues then we need to talk about what we are doing with these empty units right now so in February he will come back to the Council meetings to see what more we can do. To some this seems like a small percentage, but seven hundred and fifty or more families is plenty because just one family being homeless is enough. He said that this is an all-star Council and he knows they will do the right thing.

Andrew Schrieber, landlord and developer said he just finished fifty-nine units in the City of Newburgh which he is proud of because it took three years of very intense work to make that possible. By going into the market and limiting rents in buildings of six units or more, you will perhaps unintentionally raise rents in buildings with five units or less because it's basic supply and demand. We cannot ignore the fact that we live in a market economy, and he heard a lot of people speak tonight about what they are experiencing so he can sympathize. The way to solve this productively has to be with production and some of the biggest impediments to production starts with how we get through to approvals. We have three land use boards here and fights over parking because there is no public transportation system so it's hard to get projects approved with adequate parking which then means less units. We also have a tax assessment system that is very complicated so he thinks the Assessor's Office needs more funding so they can perform more detailed assessments to understand what houses are valued at and we can have a tax system that works. Taxation drives value and it's the inverse relationship of taxes to income in a building that drives value so when that's out of step it wreaks havoc in the market. Our land use approval system and support staff, who are wonderful, desperately need more support. There are many projects coming through the City of Newburgh but they are not able to get to them all in a timely manner.

Sam, City of Newburgh fully supports the call for a cease fire and on December 3rd just outside these doors we had about three hundred people come out to march over to Pat Ryan's office. He is also in favor of opting into the Emergency Tenant Protection Act and

just last month had a friend describe to him her plan for suicide because she was losing her housing, and all of the shelters were full, so she was desperate with no place to go. Fortunately, she is now safe with her sister in another state but he knows there are people here in the City of Newburgh who are having similar housing issues and he doesn't want anyone to have to feel that desperation of not knowing what to do or where to go. This isn't just a matter of markets and finance; these are people's lives on the line here, so he hopes the Council makes the right decision.

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 who stayed for the comments and said he wants to digest everything that was said tonight but he and Councilmember Martinez have been working on this for a very long time. Someone mentioned the Leviticus housing study, which we are very familiar with because we were the ones who sponsored it and know what it says. These are complex issues so it helps to hear everyone's concerns because it impacts your lives. Someone else mentioned that we have boards that you can join and nobody is stopping anyone from having seminars on how to buy homes. Someone mentioned issues with Social Services but they are controlled by the County, so he urged them to go to the County with those concerns. He added that he's a proud homeowner and it took him a lot to get there and he is a business owner too so when people say the City Council doesn't care about homeowners or business owners he doesn't know what they are talking about. The best way we can help people is by keeping our taxes stable and ensuring that our departments give the highest quality they can.

Councilmember Martinez thanked everyone who stayed to listen to the Council comments, and she thinks this was the highest turnout she has seen in her political career. She acknowledged Eric from Benkard Avenue because he stood out and it broke her heart to see a child plead for a human right. He is a kid so he shouldn't have to be here fighting for his rights. On the cease fire, she wholeheartedly supports it. You don't have to be in a position of power to understand right and wrong and to want an end to violence. Our tax dollars are funding Wars that are killing innocent people, and we are all mature enough to understand that antisemitism and islamophobia is wrong. This is about humanity, and she is extremely disappointed in our federal level leadership who has not had the courage to come out and request a permanent cease fire. Do better because your constituents have been protesting and coming to our meetings asking for this. ETPA is a piece of legislation that we have been working on very diligently for about a year now so she thanked all of the advocates for their support. She is one of two Council members who is a renter and she is proudly working class so she is a product of the City of Newburgh because she was born and raised here. This is her home and this is where she wants to be.

Councilmember Monteverde said she appreciates hearing from the community and everyone who came out to speak because we received a lot a lot of good information. We have been working on this for a very long time, so the housing study and Leviticus were part of the process, but this has been a long time coming. We started with Good Cause and moved on to this so it's the next step and we will continue to address housing. She

noted that she lives in a Jewish household and wanting a cease fire on both sides does not mean you are antisemitic. All we want is peace because people on both sides are being massacred so there is no need for name calling.

Councilmember Shakur said he is not antisemitic he is anti-killing babies and women with American bombs and guns. On the ETPA, the people we are talking about were seventy percent homeowners before urban renewal so beware because that could be you. Once we pass ETPA, the tenants have to organize and find out who the bad landlords are to shut them down and we have to stand behind the good landlords, so they continue doing what they are doing. A lot of tenants are ignorant of their rights so you must get organized and let them know their rights so they can fight better. You have a government now that understands the problems and we are trying to fix them so organize the tenants.

Councilmember Sklarz thanked everyone for coming out and staying so late. There were good comments made on both sides of the issue, but he will never forget the young boy who spoke because we all saw ourselves in him. Tonight we are going to be moving ahead on Delano-Hitch by approving resolutions for general contracting, plumbing and lots of stuff which is a good sign that we are well underway to getting shovels in the ground shortly and will be looking forward to a summer of 2025 opening. What a parade we had this weekend. From his view on the floats, he saw the joy and happiness on the faces of the kids and adults, which was wonderful. This all started from an idea by Allie and Wayne during COVID to bring us closer to the community and it was a success so he thanked them and all of the department that worked closely together to make this Parade the wonderful success it was.

Councilmember Sofokles said that everything has already been said so she doesn't want to repeat it. She remembers years ago when the Council meetings were held here at the Activity Center and nobody came so the people who have gotten involved now are making a difference because we are listening. She agrees the Parade was great and she thanked everyone involved so there is a lot going on now that we didn't have in the past. She added that she was a member of the Assessment Review Board for fourteen years and Joanne Majewski is a great Assessor so you can go talk to her at any time. She thanked everyone for coming tonight and she believes that ETPA is going to be good. She wished everyone a wonderful Holiday.

Mayor Harvey thanked everyone who came out tonight because he witnessed the coming together of so many people to express themselves, so we truly saw democracy in action tonight. We have seen this multiple times because this City can stir up some drama so the same way you all organized tonight is the same way we need to get people to the Polls. If we could all come together with the same energy we saw tonight and take it to the County, we could change Social Services and start talking to the County Executive. When you get lower voter turnout like we saw in this last Mayoral Election, they talk about that when we go to Albany to lobby for money to get roads paved, sidewalks, money for the elderly and for people to get their roofs repaired. Let's mobilize that same energy at the Town of Newburgh, Town of New Windsor and County meetings because the County level is outnumbered and needs our help. If we want to see changes at Social Services, the buck stops there so we need to mobilize that energy.

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

CITY MANAGER'S REPORT

Resolution No. 244 - 2023 - RFP 7.23 Dante Statue Relocation Contract with EDR, D.P.C.

Councilman Shakur moved and Councilman Grice seconded.

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

Adopted

Resolution No. 245 - 2023 - Award of Bid No. 12.23 Delano-Hitch Recreation Park Aquatic Center Improvements - General Construction Contract Butler Construction Group, Inc.

Councilman Sklarz moved and Giselle Martinez seconded.

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

Adopted

Resolution No. 246 - 2023 - Award of Bid No. 12.23 Delano-Hitch Recreation Park Aquatic Center Improvements - Mechanical Contract DJ Heating & Air Conditioning, Inc.

Councilman Shakur moved and Giselle Martinez seconded.

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

Adopted

Resolution No. 247 - 2023 - Award of Bid No. 12.23 Delano-Hitch Recreation Park Aquatic Center Improvements - Plumbing Contract TWP Plumbing & Heating, Inc.

Councilwoman Sofokles moved and Councilman Sklarz seconded.

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

Adopted

Resolution No. 248 - 2023 - Contract with ARCADIS Bid No. 12.23 Delano-Hitch Recreation Park Aquatic Center Improvements - Construction Management & Construction Inspection Services

Councilman Grice moved and Councilman Sklarz seconded.

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

Adopted

Resolution No. 249 - 2023 - Emergency Procurement Demolition of 10 & 12 Van Ness

Councilman Shakur moved and Councilwoman Sofokles seconded.

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

Adopted

Resolution No. 250 - 2023 - Budget transfer Into the Capital Fund for the Purchase of Property Along the Quassaick Creek

Councilman Grice moved and Councilman Shakur seconded.

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

Adopted

Resolution No. 251 - 2023 - 2024 Liability, Municipal Property & Tax Foreclosed Property Insurance Renewal

Councilman Shakur moved and Councilman Grice seconded.

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

Adopted

Resolution No. 252 - 2023 - Lease Agreement Renewal with Pitney Bowes - City Hall Postage Machine

Councilwoman Sofokles moved and Councilman Grice seconded.

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

Adopted

Resolution No. 253 - 2023 - Lease Agreement Renewal with Pitney Bowes - 123 Grand Street Postage Machine

Councilman Shakur moved and Councilwoman Sofokles seconded.

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

Adopted

Resolution No. 254 - 2023 - Contract for Purchase of Property Along the Quassaick Creek

Councilman Sklarz moved and Councilman Grice seconded.

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

Adopted

Resolution No. 255 - 2023 - Resolution authorizing \$200,000.00 of American Rescue Plan Act of 2021 funding to the City of Newburgh Small Business Assistance Grant Program

Councilman Shakur moved and Councilwoman Sofokles seconded.

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

Adopted

Resolution No. 256 - 2023 - NYS DEC PFOS Expense Reimbursement Contract C012469 - Amendment No. 1

Councilman Shakur moved and Councilwoman Sofokles seconded.

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

Adopted

Resolution No. 257 - 2023 - Chapter 240, Rental Properties - Scheduling a Public Hearing

Councilman Shakur moved and Councilwoman Sofokles seconded.

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

Adopted

Resolution No. 258 - 2023 - Resolution Authorizing a Settlement of Claim - 69 William Street

Councilman Shakur moved and Councilman Sklarz seconded.

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

Adopted

Resolution No. 259 - 2023 - Resolution Authorizing a Settlement of Claim - 255 Ann Street

Councilman Sklarz moved and Councilman Grice seconded.

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

Adopted

Resolution No. 260 - 2023 - Resolution Authorizing a Settlement of Claim - 248 Washington Street

Councilman Shakur moved and Councilwoman Sofokles seconded.

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

Adopted

Resolution No. 261 - 2023 - Resolution Authorizing a Payment of Claim with Barbara Brown

Councilman Shakur moved and Councilwoman Sofokles seconded.

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

Adopted

Resolution No. 262 - 2023 - Resolution Authorizing a Payment of Claim with Michael Hegeman

Councilman Shakur moved and Councilman Grice seconded.

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

Adopted

Resolution No. 263 - 2023 - Resolution Authorizing an Exclusion from a Settlement Class

Councilman Sklarz moved and Councilwoman Sofokles seconded.

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

Adopted

NEW BUSINESS

There was no new business to discuss.

OLD BUSINESS

There was no old business to discuss.

FURTHER COMMENTS FROM THE COUNCIL

Councilmember Grice said this is his second to last meeting as we will have one more for ETPA and Community Choice Aggregation. He said he is proud of this Council. We have had heated debates on certain topics but at the end of day we made a decision, so we have been rocking and rolling on those decisions. The City of Newburgh didn't get this way overnight as there has been years of neglect and not doing things, but this Council has finally invested in our infrastructure, paving our streets and fixing our pool the right way so we should be celebrating that and all of the work this Council has done. He is proud of the work we have done and the members he has served with, but this isn't going to be the last time that we see him as he will still be here on issues that he cares so deeply about.

Councilmember Martinez said it's been a long night so good night.

Councilmember Monteverde said it's been a long night. Happy Hanukkah and good night.

Councilmember Shakur thanked everyone for coming out. Keep coming out and organize, organize, organize. Good night.

Councilmember Sklarz said good night.

Councilmember Sofokles thanked everyone for coming out because it's so important and we appreciate you.

Mayor Harvey wished everyone a Merry Christmas and said we will be back for a special meeting next week. God bless you and God bless America.

ADJOURNMENT

There being no further business to come before the Council the meeting adjourned at 11:30 pm.

LORENE VITEK
CITY CLERK

RESOLUTION NO.: 244 - 2023

OF

DECEMBER 11, 2023

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT
WITH ENVIRONMENTAL DESIGN & RESEARCH, LANDSCAPE ARCHITECTURE,
ENGINEERING & ENVIRONMENTAL SERVICES, D.P.C.
FOR THE AMOUNT OF \$49,780.00
FOR PROFESSIONAL DESIGN AND ENGINEERING SERVICES
IN THE DANTE STATUE RELOCATION PROJECT

WHEREAS, the City of Newburgh proposes to relocate a statue of Dante from its current location at 124 Grand Street to a City-owned property site; and

WHEREAS, the City issued a request for proposals for professional design and engineering services to assist the City in relocating the Dante statue to preserve and protect the commissioned artwork; and

WHEREAS, the City of Newburgh has received a proposal from Environmental Design & Research, Landscape Architecture, Engineering & Environmental Services, D.P.C. for professional design and engineering services to complete the Dante Statue Relocation Project for the amount of \$49,780.00; and

WHEREAS, funding for the proposal shall be derived from budget line A.1440.0455; and

WHEREAS, this Council finds that approving the proposal and authorizing the City Manager to execute a contract with Environmental Design & Research, Landscape Architecture, Engineering & Environmental Services, D.P.C. for professional design and engineering services to complete the Project is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute a contract with Environmental Design & Research, Landscape Architecture, Engineering & Environmental Services, D.P.C. for professional design and engineering services in the Dante Statue Relocation Project in the amount of \$49,780.00.

CITY OF NEWBURGH
Professional Design and Engineering Services Agreement

This agreement ("Agreement") is made and entered into this _____ day of _____, 2023, by and between the City of Newburgh, a municipal corporation, with an office address of 83 Broadway, Newburgh, New York 12550 ("City"), and Environmental Design & Research, Landscape Architecture, Engineering & Environmental Services, D.P.C., with an office address of 217 Montgomery Street, Suite 1100, Syracuse, New York 13202 ("Consultant").

WITNESSETH

WHEREAS, Consultant, in consideration of the terms and conditions herein, agrees to furnish labor, materials, and equipment, and to perform services necessary to complete, in a skillful and professional manner, design services and services related and incidental to the design and construction of Dante Statue Relocation.

WHEREAS, Consultant shall provide such services as more fully described in this Contract, along with any schedules or exhibits, which are incorporated by reference and made part of this Agreement, as follows:

Schedule A – Consultant Proposal to City RFP #7.23

WHEREAS, the term shall begin upon receipt of a fully-executed Agreement by Consultant from the City, with services elements being started during the term and continuing to completion and acceptance by the City.

WHEREAS, Consultant assumes responsibility for design only, with terms of construction of design elements being made pursuant to a separate agreement.

WHEREAS, the basic services amount to be expended under this Agreement shall not exceed \$50,000.00, with payment being made in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, In consideration of the statements and conditions herein, the City does hereby engage Consultant to perform the services related and incidental to the design, and Consultant does hereby agree to perform such services described herein. The City and Consultant agree as follows:

[Remainder of this page intentionally left blank. Terms and conditions to follow.]

1. DEFINITIONS

The following terms as used in this Agreement are defined as follows:

- 1.1 Agreement: The Agreement executed by both the City and Consultant.
- 1.2 Additional Services: A written authorization for additional services beyond that required to be provided by Section 2, Scope of Services.
- 1.3 Base Design: The design arising out of the provision of the Consultant's basic services that meets project scope and budget.
- 1.4 Bid Documents: The final construction documents, solicitation, invitation, scope of services, to procure a contractor for construction of the project.
- 1.5 Budgeted Direct Construction Cost: The City's budgeted cost to construct the project.
- 1.6 City: The City of Newburgh.
- 1.7 Construction Documents: The design drawings, specifications, general conditions, supplementary general conditions, special conditions, addenda, and change orders developed to convey in detail the design, function and construction of the project. These documents will be used as the basis for estimating the cost of the project, securing bids for constructing the project, and directing a contractor in construction of the project.
- 1.8 Construction Documents Phase: The portion of the services during which the Construction Documents are created.
- 1.9 Consultant: The individual or design firm represented who is identified on the signature line of the Agreement.
- 1.10 Contract: Same as Agreement.
- 1.11 Contract Documents: Any Requests for Proposals, Technical and Cost Proposals, this Agreement, Construction Documents, Bid Proposal Form, Notice to Contractors, bonds, and insurance certificates relative to the project.
- 1.12 Cost Control Report: Documentation providing cost data for the continuing evaluation of the services. The cost figures shall be a reasonable estimate of expenditures at the end of the reporting period based on current information.
- 1.13 Final Design Documents: The design drawings, specifications, design analysis, cost estimate, general conditions, supplementary general conditions, and special conditions developed to convey in detail the design, function and construction of the project.

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- 1.14 Final Design Phase: The portion of the services during which the Preliminary Design Documents are created, ninety (90) percent design drawings.
- 1.15 Major Categories of (the) Services: Key components, systems and sub-assemblies of a project. These categories include, but are not limited to: demolition, site preparation, foundations, exterior enclosure, interiors construction, mechanical, electrical, plumbing systems, built-in casework and equipment, site improvements and landscape. Specific categories and sub-categories are defined within the UniFormat construction component classification system.
- 1.16 Normal Consulting and Engineering Services: Professional services provided by architect, civil engineer, landscape architect, structural, electrical, and mechanical engineers, design-assist or design-build trade contractors, and cost estimators which are necessary and appropriate to define the project's design and direct the project's construction.
- 1.17 Preliminary Design (Design Development) Documents: Design drawings, outline specifications and cost estimates developed from the Schematic Design Documents prepared to more comprehensively define the size, character and quality of the project and to further confirm compliance of the design with the project scope and budget.
- 1.18 Preliminary Design (Design Development) Phase: The portion of the services during which the Preliminary Design Documents are created sixty percent (60) percent design drawings.
- 1.19 Principal(s): The individual(s) of the Consultant authorized on behalf of the firm to act as signatories to agreements for this project.
- 1.20 Project Manager: A representative of the City designated to act on behalf of the City with respect to the project.
- 1.21 Project Construction Budget: The project construction cost allowance specifically stated in writing as the 'revised' or 'current' 'Project Construction Budget' by the City at each applicable phase of plan development.
- 1.22 Project Construction Cost: The actual amount paid by the City for constructing the project.
- 1.23 Record Documents: An archive reference edition of the Construction Documents prepared by the Consultant incorporating changes from the original Construction Documents indicated in the As Built Drawings.
- 1.24 Schematic Design Documents: Drawings, outline specifications, and room summary schedule developed to sufficient detail to convey an initial indication of the design of the project, functional relationships of interior areas, the relationship of the project to
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the site, other buildings and the campus, the materials to be used in construction, the types of mechanical, electrical and structural systems to be utilized.

- 1.25 Schematic Design Phase: The portion of the services during which the Schematic Design Documents are created, thirty (30) percent design drawings.
- 1.26 UniFormat: A construction classification system published by the Construction Specifications Institute (CSI) of Alexandria, VA, or successor, for organizing construction information into a standardized order and sequence to facilitate project budget analysis. UniFormat divides construction work into various categories and subcategories referred to as levels. The higher the level, the more detailed the division of the work becomes.

2. SCOPE OF SERVICES

- 2.1 Consultant shall render all services and furnish all materials and equipment necessary to provide the City with plans, estimates, and other services and deliverables more specifically described in **Schedule A** in a timely and professional manner.
- 2.2 Consultant shall ascertain the applicable practices of the City, New York State (including any relevant agencies thereto) and/or the United States of America (including any relevant agencies thereto), as applicable, before beginning any of the services in this Project. All services required under this Contract shall be performed in accordance with these practices, sound design, engineering and surveying standards, practices and criteria, and any special requirements as may be described in **Schedule A**.
- 2.3 Upon receipt of a fully executed Agreement from the City, Consultant shall prepare Schematic Design Documents in accordance with the Project requirements furnished by the City.
- 2.4 The Schematic Design Documents shall convey an initial indication of the design of the project, functional relationships of relevant areas, the relationship of the project to the site, other buildings, the materials to be used in construction, and the types of mechanical, electrical, and structural systems to be utilized.
- 2.5 Prior to the start of services, Consultant shall submit for approval by the City the names of any subconsultant firms and key individuals proposed for the project design team. The City shall have the exclusive discretion to accept or reject for cause any subconsultant or individual proposed. If a subconsultant is rejected, the Consultant shall propose an alternate subconsultant acceptable to the City. Nothing in this Agreement shall create any contractual relationship between the City and any subconsultant retained by the Consultant.
- 2.6 Prior to the start of services, Consultant shall review the document needs and organization, including coordination with the Project Manager. Based on this review,

Consultant shall issue a letter to the Project Manager describing measures to be employed by the design team to ensure document coordination on the project.

- 2.7 Prior to the start of services, Consultant shall perform the number of visits and meetings as required to meet the scope and complete the phase. Project meetings/site visits shall be provided with the Scope of Services and as described herein and in Schedule A.
- 2.7.1 One (1) start meeting, which shall include a site visit.
- 2.7.2 At least one (1) stakeholder meeting and one (1) public meeting.
- 2.7.3 Three (3) project progress review meetings, scheduled at thirty percent (30%) completion of services, sixty percent (60%) completion of services, and ninety percent (90%) completion of services.
- 2.7.4 One (1) project completion meeting.
- 2.8 Consultant will commence services no later than ten (10) days after receiving written notice to proceed from the City.
- 2.9 Physical prints and electronic copies of documents shall be provided upon request by the City at any time, including after project completion, at Consultant's sole cost and expense. Absent specific exclusion no less than the following minimums shall be provided:
- 2.9.1 One (1) full size print copies of completed work, with size to be determined by the City.
- 2.9.2 One (1) electronic copy of all plans, and specification in an electronic format acceptable to the City.
- 2.9.3 One (1) copy of an integrated 3D BIM model (if applicable), DWG, Word, and/or PDF of plans and specifications.
- 2.10 Consultant shall complete work and services in accordance with the Schematic Design Documents, typically 30% design drawings, and submit such work to the City for approval. Consultant shall keep the City informed as to the progress of the services and document to the City in writing if the Project Design Schedule needs to be revised.
- 2.11 Consultant shall solicit and obtain written authorization from the City to proceed with any Preliminary Design Phase Services, typically 60% design drawings. Upon receipt of written authorization, the Consultant, using the approved Schematic Design Documents, shall prepare the Preliminary Design Documents. The development of the Preliminary Design Documents shall be responsive to the comments received from the City during the Schematic Design Phase.

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- 2.12 Preliminary Design Documents shall continue from the Schematic Design Documents to develop the design of the project in greater detail confirming or adjusting as required all aspects of the Schematic Design Documents to fix and illustrate the size, character, and quality of the project.
- 2.13 Consultant shall solicit and obtain written authorization from the City to proceed with any Final Design Phase Services, typically 90% design drawings. Upon receipt of written authorization, the Consultant, using the approved Preliminary Design Documents, shall prepare the Final Design Documents. The development of the Final Design Documents shall be responsive to the comments received from the City during the Preliminary Design Phase.
- 2.13.1 Consultant shall review and make a preliminary determination of significance under the State Environmental Quality Review Act ("SEQRA") and related construction requirement analysis to develop a list of additional permits and/or approvals that may be required. Any services required following a positive declaration of significance, including a Draft Environmental Impact Statement, and survey services that may be required by the New York State Office of Parks, Recreation and Historic Preservation, will be considered "additional services" addressed in Section 3 of this Agreement.
- 2.13.2 After the physical project site is determined, Consultant will complete a topographic survey and geotechnical investigation of the selected site to complete final design development.
- 2.13.3 Consultant will produce and provide documents necessary to comply with the SEQRA, complete permit and approval applications on behalf of the City. Services required following a positive declaration of significance under SEQRA, including a Draft Environmental Impact Statement, and hours in excess of 20 required to obtain permits and approvals will be considered "additional services" addressed in Section 3 of this Agreement.
- 2.14 Consultant will prepare final Construction Documents, certified by a licensed professional, based on the Final Design Documents responsive to any further and final comments received from the City during the Final Design Phase.
- 2.15 Consultant will prepare Bid Documents during the Construction Documents Phase for construction contractors and review bids received and assist the City in the selection of a qualified construction contractor.
- 2.16 Consultant will provide construction inspection services during the Construction Phase of the project. Project meetings/site visits shall be provided with the Scope of Services and as described herein and in Schedule A.
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- 2.16.1 One (1) pre-construction meeting with the selected contractor and the City staff.
 - 2.16.2 Review contractor shop drawing submittals.
 - 2.16.3 At least three (3) periodic site inspections to verify contractor's work progress, scheduled at thirty percent (30%) completion of work, sixty percent (60%) completion of work, and ninety percent (90%) completion of work with written summary progress reports to include photographs.
 - 2.16.4 Preparation of a list of any incomplete items after receipt of contractor's notice of substantial completion
 - 2.16.5 Unforeseen conditions that result in a temporary stop of construction work requiring remediation plan for contaminated conditions will be considered "additional services" addressed in Section 3 of this Agreement.
- 2.17 Consultant's performance of this Contract within the compensation provided shall be continuously reviewed in good faith by Consultant. Consultant shall notify the City of the results of those reviews in writing by submitting of a Cost Control Report to the Project Manager. Such Cost Control Report shall be submitted to the City monthly or at such alternative interval described in Schedule A.
- 2.18 If Consultant believes that any services the Consultant has been directed to perform is beyond the Scope of Services as outlined in Section 2 and in the Agreement, and constitutes Additional Services, the Consultant shall promptly notify the City, in writing, of its objections prior to the commencement of the objected to services. The City shall review said objections in good faith and, in its sole discretion, decide whether such services are beyond the Scope of Services and in the Agreement generally, and constitutes Additional Services. If the City determines that such services does constitute Additional Services, the City shall provide extra compensation to the Consultant as provided for in Sections 3 and 4, below. In this instance, an amendment to the Agreement, providing the compensation and describing the services authorized, shall be prepared and issued by the City.

3. ADDITIONAL SERVICES

- 3.1 During the project, the City may elect to seek additional services that, in its discretion, is substantially beyond that required to be provided by Section 2 (Scope of Services). Such services shall be considered Additional Services.
- 3.2 Additional Services require pre-authorization in writing by the parties. When Additional Services are authorized and accepted, they shall be provided by the Consultant and shall be paid for by the City as provided in Section 4 (Compensation).

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- 3.3 The following services are expressly not covered by Section 2 (Scope of Services) of this Agreement and are considered extra services unless otherwise described in **Schedule A**:
- 3.3.1 Providing feasibility studies necessary to define the scope for a Schematic Design.
 - 3.3.2 Providing civil surveys, site evaluations, or comparative studies of prospective sites.
 - 3.3.3 Making measured drawings of existing construction, excluding the topographic survey, as required for planning renovation work, if adequate record drawings are not available. As a part of the Scope of Services, Consultant shall confirm the accuracy of available information and shall make themselves familiar with the observable site and existing building conditions.
 - 3.3.4 Revising previously approved services, notwithstanding Section 3.4.2.
 - 3.3.5 Providing additional design assessments and remedial documentation for the replacement of work during construction damaged by fire or other causes not the fault of the Consultant.
 - 3.3.6 Providing additional professional services made necessary through no fault of the Consultant, but by the fault of a builder/contractor, or the City in the performance of the construction contract. No extra services will be authorized in connection with change order preparation arising out of Consultant's misinterpretations, errors or omissions.
 - 3.3.7 Providing additional professional services made necessary to affect a material change of the Agreement requested by the City.
 - 3.3.8 Providing special delineations or renderings, other than that required in Section 2 (Scope of Services).
- 3.4 The following services are expressly covered by Section 2 (Scope of Services), of this Agreement and shall not be considered extra services:
- 3.4.1 Changes required by Federal, New York State, or local code laws, rules, or regulations, as may be applicable.
 - 3.4.2 Changes resulting from Consultant's errors, omissions, or design deficiencies.
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4. COMPENSATION

- 4.1 This Contract shall be deemed only executory to the extent of the monies available, and no liability shall be incurred by the City beyond the monies legally available for the purposes hereof.
- 4.2 Compensation for Consultant's Scope of Services shall be as indicated in Schedule A.
- 4.3 Fee proposals by the Consultant shall be reflective of the actual effort necessary to design and document the condition identified in Section 2 (Scope of Services).
- 4.4 For Consultant's Additional Services, as described in Section 3 (Additional Services), the compensation to be paid will be identified in a supplemental agreement as applicable.
- 4.5 Payments under this Agreement shall be made in arrears of services increment(s) completed to the satisfaction of the City and upon submittal of an invoice to the City. If not otherwise specified, payment for services rendered will be processed within thirty (30) days upon presentation of the invoice.
- 4.6 At the conclusion of services provided in the project, the Consultant shall submit a final invoice for any remaining amounts due. This invoice shall be prominently identified as 'FINAL INVOICE'.
- 4.7 Consultant agrees that no charges or claim for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, shall be compensated for by an extension of time for such reasonable period as the City may decide, it being understood, however, that the permitting of the Consultant to proceed to complete any services or any part of them after the date of completion or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the City of any of its rights herein. Nothing in this Section will prevent the Consultant from exercising his rights under Section 2 (Scope of Services) of this contract.
- 4.8 All subcontractors and subconsultants performing work on this project shall be bound by the same required contract provisions as the Consultant. All agreements between the Consultant and a subcontractor or other subconsultant shall include all standard required contract provisions, and such agreements shall be subject to review by the City.
- 4.9 Payment to Consultant is subject to the following audit rights of the City:
 - 4.9.1 For Cost Plus Fixed Fee Method - All costs are subject to audit, i.e. labor, direct non-salary, overhead, and fee.

4.9.2 For Specific Hourly Rate Method - Labor hours and direct non-salary costs are subject to audit. If elements subject to audit are less than \$300,000, an audit may be waived by the City.

4.9.3 For Lump Sum Cost Plus Reimbursables Method - Only direct non-salary costs are subject to audit. If elements subject to audit are less than \$300,000, an audit may be waived by the City.

5. CITY RESPONSIBILITIES

5.1 The City shall make any surveys, reports, or other documents in the City's possession that the parties deem relevant to the project available to the Consultant as required, at City expense. Said documents shall be for reference only, and the City makes no representations as to the quality, propriety, or accuracy of the information contained in said documents.

5.2 To the best of its ability, the City shall provide site information that indicates lines of streets, alleys, pavements, and adjoining property; rights-of-way, restrictions, easements, encroachments, deed restrictions, boundaries, grades and contours of the site; locations, dimensions and data pertaining to known utilities, existing structures, landscaping and trees, and other improvements.

5.3 The City shall provide a geotechnical report, test borings, test pit information, soil bearing values, and other geotechnical assessments appropriate to define sub-surface conditions, if available.

6. CONSULTANT RESPONSIBILITIES

6.1 Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services as determined by the City.

6.2 Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the City in accordance with applicable law for all damages to the City caused by the Consultant's negligent performance or breach of contract of any of the services furnished under this Agreement.

6.3 The rights and remedies of the City provided for under this contract are in addition to any other rights and remedies provided by law.

7. OWNERSHIP AND USE OF DOCUMENTS

- 7.1 Consultant shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (collectively called the "Records"). The Records must be kept for a minimum of six (6) years from the date of creation or three (3) years after final payment is remitted by the City, whichever is later. Any authorized representatives of the City, New York State, or Federal Government shall have access to the Records during normal business hours at an office of the Consultant within the State of New York or, a mutually agreeable reasonable venue within the State, for the term specified above for inspection, auditing, and copying.
- 7.2 All technical data related to this Agreement that exists in the offices of the City or in the offices of the Consultant shall be made available to the other party to this Agreement upon written request and without expense to such other party.
- 7.3 Consultant agrees that designs, drawings, specifications, electronic equivalents and other technical data produced in the performance of this Agreement, whether in draft or final form, shall become the property of the City. The City shall have access, during regular business hours, to inspect and obtain copies of notes, designs, drawings, specifications, electronic files, calculations, and other technical data pertaining to the services performed under this Agreement.
- 7.4 The City reserves the right to use documents prepared under this Agreement regardless of whether the Agreement is terminated or the project is suspended or abandoned. This right allows the City to use these documents in the future for the same project, a modified version of it, or for one that is similar.
- 7.5 At the time of completion of the services, the Consultant shall make available to the City all survey notes, computations, maps, tracings, original aerial film and photo indices if any, and all other documents and data pertaining to the services or to the project which material at all times shall be the property of the City. Or in the event that this Agreement is terminated for any reason, then, within ten (10) days after such termination, the Consultant shall make available to the City all the aforementioned data and material. All original tracings of maps and other engineering data furnished to the City by the Consultant shall bear thereon the endorsement of the Consultant. All plans, estimates, and other data prepared in accordance with this Agreement shall be considered confidential and shall be released only to the City, unless disclosure is otherwise required by law.
- 7.6 Consultant agrees that if patentable discoveries or inventions should result from services described herein, all rights accruing from such discoveries or inventions shall be the sole property of the Consultant. However, the Consultant agrees to, and does hereby grant, to the City, the State of New York, and the Federal Government, a nonexclusive, nontransferable, paid-up license to make, use, and sell each subject invention throughout the world, all in accordance with the provisions of 48 CFR 1-27.

8. TERMINATION

- 8.1 The City may terminate this Agreement or suspend or abandon the project upon fourteen (14) days written notice to the Consultant. Consultant may terminate this Agreement only if the City substantially fails to perform in accordance with Section 5 (City Responsibilities) of this Agreement. Prior to Consultant terminating this Agreement, a Notice of Termination must be given in writing and in accordance with the notice provision in Section 10 (Miscellaneous Provisions), below, to the City that allows the City fourteen (14) days to correct any default. If the default is corrected/cured, Consultant may not terminate this Agreement.
- 8.2 In the event the City terminates this Agreement, suspends the project for more than 180 days, abandons the project or the Consultant terminates this Agreement in accordance with Section 8.1, the City shall pay to the Consultant full payment for services performed and expenses incurred under this Agreement as follows:
- 8.2.1 The sum due under Section 4 (Compensation) as shall have become payable because of progress in the services plus a pro-rata portion of the next succeeding and uncompleted step, if any, for services actually rendered by Consultant, plus any pro-rata sums due to Consultant for Additional Services.
- 8.2.2 In ascertaining the services actually rendered up to the date of termination of this Agreement, suspension or abandonment of the project, consideration will be given to completed services and services in process including incomplete drawings and other documents whether delivered to the City or in the possession of the Consultant.
- 8.3 The City may immediately cancel this Agreement on notice to Consultant if the City receives information that any services under this Agreement conflicts with the provisions of any applicable law establishing a Code of Ethics for Federal, State or City officers and employees.

9. INSURANCE AND RISK MANAGEMENT

- 9.1 The parties agree that Consultant, its agents, officers, and employees, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the City.
- 9.2 Consultant agrees to hold harmless, , and indemnify the City, and the officers, , and employees of the City from all claims, damages, losses, causes of action and demands, and all costs and expenses incurred in connection therewith, resulting from any negligent act or omission or willful misconduct on the part of the Consultant, its officers, agents, and employees, in the performance of this Agreement. This provision shall survive the expiration or termination of this Agreement.

9.3 Consultant shall not commence services until the City has received evidence of the insurance required in this section and approved the same.

9.4 Consultant shall obtain the following policies and coverages. The insurance furnished by the Consultant under this section shall provide coverage in amounts not less than the following unless a different amount is stated herein:

9.4.1 Comprehensive or Commercial Form General Liability Insurance, on an occurrence basis, shall cover work done or to be done by or on behalf of the Consultant and shall provide insurance coverage for bodily injury, personal injury, property damage, and contractual liability. The aggregate limit shall apply separately to the work.

The minimum liability limits shall be as follows:

\$3,000,000	General Aggregate
\$1,000,000	Each Claim - combined single limit for bodily injury and property damage.

9.4.2 Business Automobile Liability Insurance, on an occurrence basis, shall cover owned, scheduled, hired, and non-owned automobiles used by or on behalf of the Consultant and shall provide insurance coverage for bodily injury, property damage, and contractual liability.

The minimum liability limits shall be as follows:

\$1,000,000	Each Accident - combined single limit for bodily injury and property damage.
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9.4.3 Workers' Compensation Insurance, shall include Employer Liability limits of \$1,000,000 and other limits required under New York law.

9.4.4 Professional Liability Insurance (a/k/a Errors and Omissions insurance) on an occurrence basis, shall cover work done or to be done by or on behalf of the Consultant and provide insurance for professional liability in the amount of \$1,000,000 each occurrence. At a minimum Consultant shall obtain and maintain professional liability insurance on a claims-made basis for no less than \$1,000,000 each claim and \$2,000,000 annual aggregate, and certification of coverage shall be submitted to the City upon signing of this Agreement. If the total contract amount exceeds \$1,000,000, the Consultant shall renew and keep such insurance in effect for at least six (6) years after the recordation of the notice of completion.

9.4.5 Insurers shall be authorized in the State of New York to transact insurance and shall hold a current A.M. Best's rating of no less than A: VII or carrier acceptable to the City.

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- 9.4.6 Consultant shall submit to the City certificates of insurance and endorsements to the policies of insurance required by the Agreement as evidence of the insurance coverage.
- 9.4.7 The scope of coverage and deductible shall be shown on the certificate of insurance.
- 9.4.8 The certificates of insurance and endorsements shall provide for no cancellation of coverage without thirty (30) days written notice to the City, and without ten (10) days' notice for non-payment of premium.
- 9.4.9 Renewal certifications shall be timely filed by the Consultant for coverage until the work is accepted as complete.
- 9.4.10 Consultant shall notify the City in writing of any material change in insurance coverage.
- 9.4.11 Insurance policies shall contain, or be endorsed to contain, the following provisions and/or endorsements:
- 9.4.11.1 For the general and automobile liability policies, the City of Newburgh, its officers, employees, representatives, volunteers, and agents shall be covered as additional insureds.
- 9.4.11.2 For claims related to the work, Consultant's insurance coverage shall be primary insurance as respects the City of Newburgh, their officers, employees, representatives, volunteers, and agents. Insurance or self-insurance maintained by the City, their officers, employees, representatives, volunteers, and agents shall be in excess of the Consultant's insurance and shall not contribute with it.
- 9.4.11.3 Each insurance policy required by this section shall state that coverage shall not be canceled, except after thirty (30) days prior written notice by mail, return receipt requested, has been given to the City, ten (10) days' notice for non-payment of premium.
- 9.4.11.4 The City, their officers, employees, representatives, volunteers, and agents shall not by reason of their inclusion as additional insureds incur liability to the insurance carriers for payment of premiums for such insurance.
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- 9.4.12 Any deductible under any policy of insurance required in this section shall be the Consultant's liability.
 - 9.4.13 Acceptance of certificates of insurance by the City shall not limit the Consultant's liability under the Agreement.
 - 9.4.14 If the City is damaged by the failure of Consultant to provide or maintain the required insurance, the Consultant shall pay the City for such damages.
 - 9.4.15 Consultant's obligations to obtain and maintain required insurance are non-delegable duties under this Agreement.

10. MISCELLANEOUS

- 10.1 Consultant, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself consistent with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the City by reason hereof, and that he will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the City, including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit.
- 10.2 Consultant agrees to comply with all applicable Federal, State and City Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal Statutory and constitutional non-discrimination provisions, Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, Consultant agrees that neither it nor its sub-consultants shall, by reason of race, creed, color, disability, sex or national origin; (a) discriminate in hiring against any citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement.
- 10.3 Consultant certifies compliance with providing a drug-free workplace.
- 10.4 Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

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- 10.5 Consultant warrants that no officer or employee of the City of Newburgh has received, or shall receive, compensation from the Consultant or subconsultants for services performed in the execution of this Agreement, or for any architectural or engineering services, public or private, performed for the Consultant or its subconsultants.
- 10.6 This Agreement shall be binding on, and inure to the benefit of, the successors and permitted assigns of the parties.
- 10.7 Consultant may not assign, transfer, convey, sublet or otherwise dispose of the Agreement or its right, title or interest therein, or its power to execute such Agreement, to any other person, company or corporation, without written consent of the City. If this provision is violated, the City may revoke and annul the Agreement and the City shall be relieved from all liability and obligations thereunder to the person, company or corporation to whom the Consultant shall purport to assign, transfer, convey, sublet or otherwise dispose of the Agreement without such consent in writing of the City.
- 10.8 Notice for either party may be served by delivering it in writing via any form of United States Postal Service that contains a tracking number, or by Federal Express, or by United Parcel Service, to the respective party and address as shown on the Agreement page.
- 10.8.1 Notice served upon the City shall be delivered to:
- City of Newburgh
attn.: City Engineer
83 Broadway
Newburgh, New York 12550
- 10.8.2 Notice served upon Consultant shall be delivered to:
- Environmental Design & Research, Landscape Architecture, Engineering
& Environmental Services, D.P.C.
attn.:
[ADDRESS]
[CITY/STATE/ZIP]
- 10.9 In the event of any claims made or any actions brought against the City in connection with the Agreement, Consultant agrees to provide all information and assistance in the City's opinion that is reasonably necessary to defend such Claim.
- 10.10 The State courts located in New York State, County of Orange, shall have exclusive jurisdiction to adjudicate any disputes arising out of or relating to, this Agreement. Each party hereto consents to the jurisdiction of such court and waives any right it may otherwise have to challenge the appropriateness of the forum for any reason. Arbitration shall not be used to resolve any claims, controversies, or disputes between the parties.
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- 10.11 This Agreement shall be governed and construed in accordance with the laws of the State of New York, without giving effect to any conflict of laws principles that may apply.
- 10.12 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. Any changes to this Agreement may be amended by mutual consent of the parties hereto in writing.
- 10.13 This Agreement may be executed in any number of counterparts with the same effect as if all the signing parties had signed the same document. All counterparts shall be construed together and shall constitute the same instrument.
- 10.14 In the event that any provision of this Agreement is held to be unenforceable under applicable law, this Agreement will continue in full force and effect without such provision and will be enforceable in accordance with its terms.

11. CERTIFICATION FOR FEDERAL-AID CONTRACTS (IF APPLICABLE)

- 11.1 Should this Agreement, or any portion thereof, be funded with federal aid, Consultant certifies, by signing this Agreement, to the best of its knowledge and belief, that:
- 11.1.1 No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 11.1.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the standard "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 11.1.3 The signator to this Contract, being duly sworn, certifies that its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership):

-
- 11.1.3.1 Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 - 11.1.3.2 Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
 - 11.1.3.3 Does not have a proposed debarment pending; and
 - 11.1.3.4 Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

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[Signature and Acknowledgment Pages to Follow]

Signature Page

Agreement for Design and Engineering Services

City of Newburgh with Environmental Design & Research, Landscape Architecture, Engineering
& Environmental Services, D.P.C.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their
respective names by their duly authorized representatives and their respective seals to be hereunder
affixed, all as of the date above-written.

DATED: _____, 2023

CITY OF NEWBURGH

By: _____

Name: Todd Venning

Title: City Manager

DATED: _____, 2023

ENVIRONMENTAL DESIGN & RESEARCH,
LANDSCAPE ARCHITECTURE, ENGINEERING
& ENVIRONMENTAL SERVICES, D.P.C.

By: _____

Name: Jo Anne C. Gagliano, RLA

Title: President, Principal-in-Charge

Acknowledgment Page

Agreement for Design and Engineering Services

City of Newburgh with Environmental Design & Research, Landscape Architecture, Engineering
& Environmental Services, D.P.C.

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

On the ____ day of _____, in the year 20____, before me 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 person upon behalf of which the individual acted, executed the instrument.

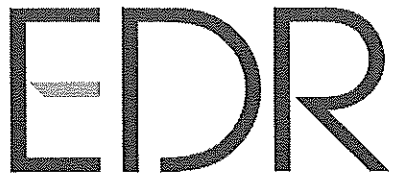
NOTARY PUBLIC

STATE OF _____)
) ss.:
COUNTY OF _____)

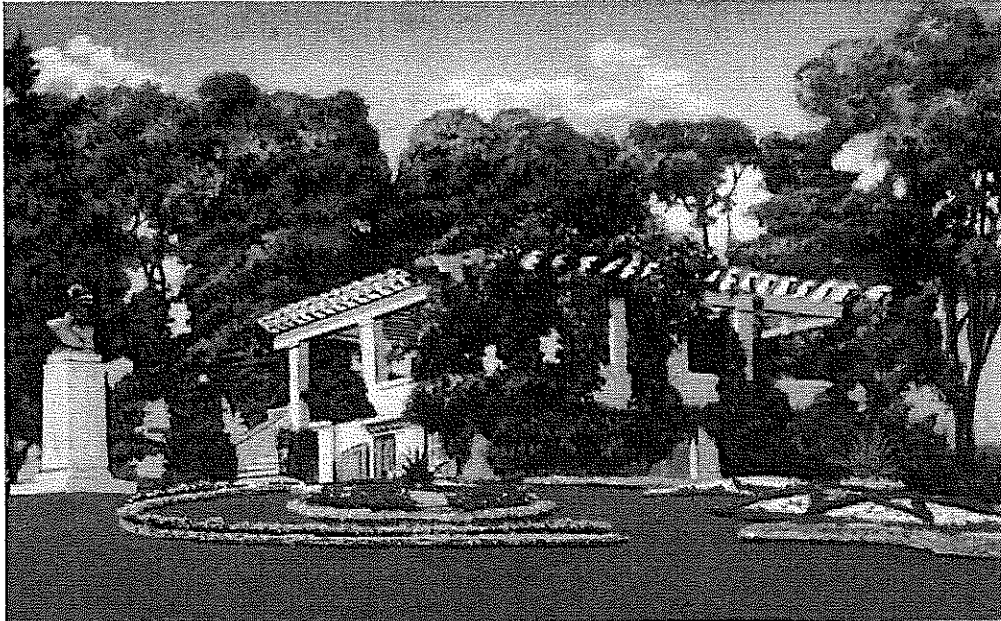
On the ____ day of _____, in the year 20____, before me personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

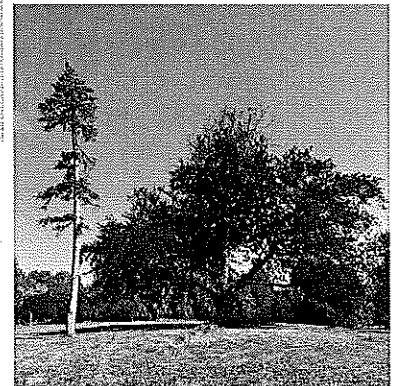
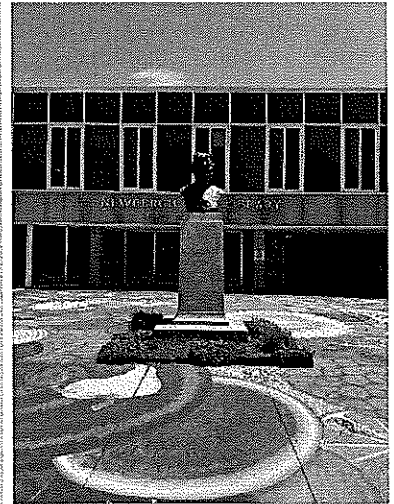
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a better environment



The Pergola in Downing Park, Newburgh, N. Y. — D-15



Dante Statue Relocation

RFP No. 7.23

Prepared for:

City of Newburgh

City Hall
83 Broadway, 4th Floor
Newburgh, New York 12550

Prepared by:

Environmental Design & Research, Landscape Architecture, Engineering & Environmental Services, D.P.C.

217 Montgomery Street, Suite 1100, Syracuse, NY 13202
p: 315.471.0688 | f: 315.471.1061 | edrdpc.com

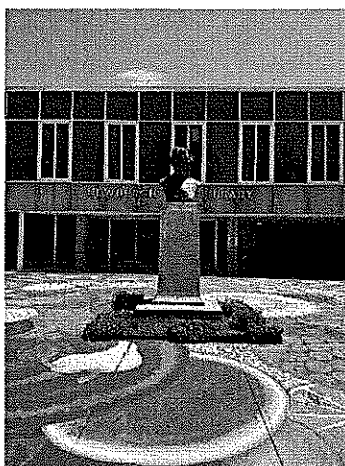
Submission Date: 9/7/2023

TABLE OF CONTENTS
DANTE STATUE RELOCATION
RFP NO. 7.23



THE CITY OF
NEWBURGH
NEW YORK

Cover Letter.....	1
1. EDR Overview.....	2
• Management Organizational Chart.....	3
• Resumes.....	4-11
2. Description of proposed availability for work on this project.....	12
3. Description of firm's experience.....	12
• Expertise on previous projects of similar and relevant scope.....	See Appendix A
(References and contact information are provided on the slipsheets)	
4. Firm's understanding of the Scope of Services.....	12-14
• Detailed schedule of project services	15
5. Services to be provided "in-house" by the firm as well subcontracted services.....	15
6. Proposed fee and payment schedule.....	16
7. Appendix A - Project Examples.....	17-24
8. Appendix B - Description of professional liability and general insurance.....	25
9. Appendix C - Iranian Energy Sector Divestment Act Affidavit (Certified).....	26
10. Appendix D - Non-Collusion Bidding Affidavit (Certified).....	27





September 6, 2023

Ms. Janice Gaston, City Comptroller
City of Newburgh
83 Broadway – 4th Floor
Newburgh, NY 12550

RE: Professional Services related to the Dante Statue Relocation RFP No. 7.23

Dear Ms. Gaston:

Thank you for the opportunity to present our team, scope of services and qualifications to City of Newburgh for the Dante Statue Relocation project. We are excited for this opportunity to share our 35+ years of experience with the City of Newburgh to help guide the relocation of a historically significant statue.

EDR is the lead firm for the project and I, Lisa Nagle, will be the primary point of contact. Laura Lourenco, who is the Project Manager for the Hillside BOA project, will serve as Project Manager for this project as well. In this role, she will be your day-to-day contact, responsible for managing, coordinating, and orchestrating assistance from the team's planning and technical assistance staff.

EDR is a NYS-certified Woman-owned Business Enterprise (WBE), registered and licensed in New York State, a land use planning, design, engineering, and environmental consulting firm that has completed award winning projects across the state. We strive to guide each client community's quest to preserve their unique character while planning for and managing changing needs and opportunities to foster long-term growth and development. Our team offers a full and diverse range of services ranging from policy making to design and construction while considering climate change and resiliency, economic development, sustainability, and historic preservation, SEQRA compliance, and much more.

Thank you for this opportunity to serve and work alongside the City of Newburgh on this initiative. We truly enjoy this type of work, and enthusiastically look forward to helping revitalize the Mid-Hudson Region.

Sincerely,

Jo Anne Gagliano, RLA
EDR President

Lisa C. Nagle, AICP, RLA
EDR Planning Practice Leader

SECTION 1: FIRM OVERVIEW



Name: Environmental Design & Research,
Landscape Architecture, Engineering & Environmental Services, D.P.C. (EDR)

Address: 217 Montgomery Street, Suite 1100
Syracuse, NY 13202

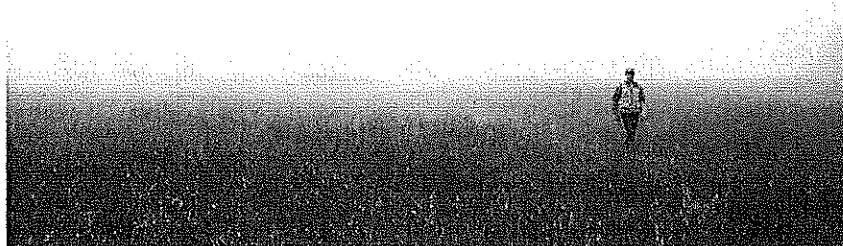
Offices: Rochester, Saratoga Springs, White Plains, Pennsylvania & Ohio

Phone: 315.471.0688

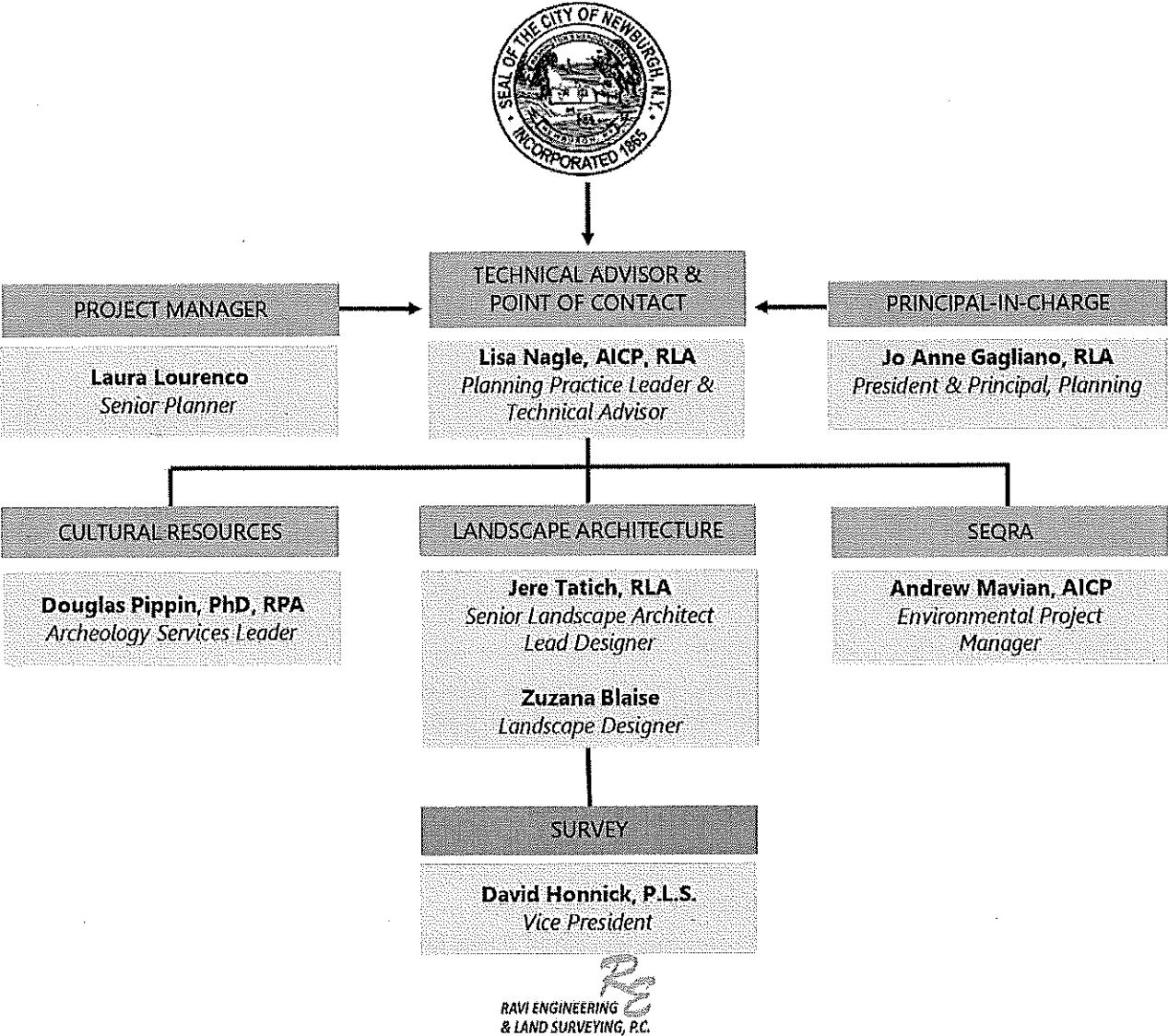
FEIN: 16-1239327

Firm Profile: EDR is a NYS-certified Woman-owned Business Enterprise (WBE) offering multi-disciplinary land use planning, design, engineering, and environmental consulting services. They are comprised of a professional staff of more than 200 including community and land use planners, landscape architects, site/civil and water/wastewater engineers; and regulatory compliance, ecological, cultural, graphics, outreach and engagement, visualization, and geographic information systems mapping/analysis specialists. Their mission is to make places better for people and for the environment. Their method for achieving this is a resource-based approach putting the client, community, and environment first to create realistic sustainable solutions.

Since founding in 1979, EDR has completed literally hundreds of community-based revitalization plans, strategic redevelopment plans, and conceptual site designs and action steps for near-term and long-term implementation. Goals for some of these types of projects include: (1) creating sustainable development, (2) fostering long-term economic growth by leveraging the assets of the site and the region, (3) applying placemaking principles to create special public spaces, and (4) minimizing impacts. EDR is very experienced in creative problem solving with functional applications, strong project management, and meaningful communication with the public. Problem solving can occur in big, bold decisions or in small, incremental applications such as site design details. To that end, they employ creative thinking at all levels and in all disciplines including community and land use planning, site design, historic and scenic resources assessments, marketing strategies, and understanding economic opportunities. The key to success is that EDR strives to tie creativeness to functional application.



SECTION 1: EDR ORGANIZATIONAL CHART AND RESUMES





Summary for LA

Jo Anne is the President, a Principal-in-Charge, and Principal / Landscape Architecture at EDR. She is also a registered Landscape Architect with more than 30 years of professional experience in commercial and residential development, urban streetscape improvement, parks and recreation facilities, historic restoration, and university-area site improvements. Jo Anne's training and expertise includes horticulture and landscape management. As Principal-in-Charge, Jo Anne is contractually responsible for the EDR team. As Principal / Landscape Architecture at EDR, her responsibilities include oversight as in-house leader of concept design, preliminary design, design development, construction documentation, bidding, and construction administration phases; providing technical guidance to the production team; and ensuring EDR products exceed expectations.

Project Experience

Highland Park Arboretum, Monroe County, Rochester, NY- Developed site plan, design and coordinated engineering services for the development of expansion to this Frederick Law Olmsted-designed Park, situated along the Genesee River, which houses one of the nation's largest lilac collections. The Park and Lamberton Conservatory (located at the gateway of the Park) are considered to be a world-class arboretum and sanctuary. Careful attention to scale and perspective was made to engage users to enjoy the park year-round, as well as accommodate up to 500,000 visitors during the 10-day run of this nationally recognized event. AIA and ASLA Design Awards.

The Pike Block, VIP Development, Syracuse, NY- Managed design and engineering to support revitalization of a c. 1855-1888 vacant and unused piece of Syracuse Downtown history. Multiple Design Awards for Adaptive Reuse & Historic Preservation.

NYS Office of Parks, Recreation & Historic Preservation, Allegheny, Genesee & Niagara State Park Region, LA Term Services Contract – EDR serves as Lead Consultant of a multi-disciplinary project team providing landscape architecture, site/civil engineering, environmental regulatory compliance, cultural and ecological resources management services as needed. Principal-in-Charge.

Monroe County Department of Parks, Mendon Ponds Park Update - EDR prepared master plan updates in support of future development plans for 2,000-acre "National Natural Landmark"-designated Park comprised of glacial landforms, wetlands, and rare ecological communities. EDR also developed the original master plan for land use, recreation, and ecological preservation of the park. The update included extensive public participation. Recommendations addressed resource protection, ecological community restoration, species and habitat management, recreational use restrictions, interpretive educational opportunities, park operations and maintenance concerns. Principal-in-Charge

Erie Canal Gateway Park, City of North Tonawanda, NY- Developed designs to create a prominent gateway at the western end of the Erie Canal system to celebrate the canal. The design concept included transient docking, preservation of historic character, redesign of a 600 FT section of canal wall, a pedestrian promenade along the canal, and a pavilion for special. Reported record numbers of visits at the park and more than 5,000 boaters the first year after implementation. ASLA Public Landscape Design Honor Award.

Aurora Inn, Aurora, NY - Managed design through construction administration of site and aesthetic improvements of renovation of historic inn in Aurora, New York. The college-owned site had fallen into disrepair, and improvements had to accommodate concerns of New York State Department of Transportation and related agencies. Included major tree relocation and preservation of visual links to historic character, function on land form, and maintenance of glacier-formed lake edge and meandering vegetation.

Education

- Bachelor of Science in Landscape Architecture, Cornell University, College of Agriculture and Life Sciences, 1988
- Studies Abroad - University of Copenhagen, Architecture and Design Studies Program, Copenhagen, Denmark, 1987
- Associate of Applied Science in Horticulture and Landscape Planning, State University of New York at Morrisville, 1985

Registration

- Registered Landscape Architect - NY # 001474
- Registered Landscape Architect - PA # LA001616R
- Registered Landscape Architect - MI # 3901046993
- Registered Landscape Architect - OH # 2101572
- Registered Landscape Architect - MA # 4426-LA-LA
- Registered Landscape Architect IL # 157001742

Professional Affiliations

- New York Water Environment Association Stormwater Task Force
- American Society of Landscape Architects
- Chair, Syracuse Regional Airport Authority Board of Directors
- American Planning Association
- Village of Fayetteville Planning Board
- Co-Chair, Syracuse Downtown Committee Board of Directors
- City of Syracuse, Heritage Park at Columbus Circle Advisory Commission
- Hanover Square Association



Education

- M.S. Geography
University of Akron, OH, 1989
- B.S. Geography, Urban Planning
SUNY Geneseo, 1987

Registration / Certifications

- Registered Landscape Architect
– NY
- Registered Certified Planner
AICP

Professional Affiliations

- American Institute of Certified Planners
- American Planning Association (APA)
- Upstate American Planning Association
- New York State Council on the Arts' Architecture Planning & Design Panel

Lisa Nagle, AICP, RLA, is known in the planning community for her dynamic and engaging presence. Throughout her career, Ms. Nagle has led and developed numerous projects in close partnership with community leaders, volunteer committees, the private sector, and the general public. She has practiced strategic planning, project visioning/goal setting, and economic development for over 30 years. Lisa's passion and knowledge is evident and, as such, she is a frequent presenter at both national and local conferences. She is also a knowledgeable author with published articles in several planning publications.

Ms. Nagle has proven experience in the areas of consensus-building, community revitalization, project strategy, grant writing, and utilizing geographic information systems (GIS) to assist clients in decision-making with regard to community planning, site development, and resource management.

Project Experience

Brownfield Opportunity Area (BOA) Nomination Study, City of Newburgh, NY – Planning Practice Leader providing consulting services working with the City of Newburgh, community leaders and a Steering Committee. Public outreach is in the process will focus on the approximately 81-acre Hillside area between the Hudson River and Newburgh's downtown commercial corridors to establish a clear vision and action plan to revitalize the Hillside into a sustainable and livable downtown neighborhood.

Spirit of Life & Spencer Trask Memorial, Congress Park, City of Saratoga Springs, NY – Planning Practice Leader provided design services for to the development of this restoration conservation project.

Thomas Cole National Historic Site Master Plan Development, Village of Catskill, NY – Planning Practice Leader assisted the Cole House in the development of its current site master plan and the securing of grants to address an increase in visitors to the grounds. Components of the master plan including improved wayfinding and ease of accessibility along the walkways, an enhanced site identification sign, and considerations for the development of an education barn. Design efforts are underway for the proposed visitor's center.

Infrastructure and Land Improvements to Improve Water Quality, Lake Welch, Harriman State Park, NY – Planning Practice Leader working with a consultant team and NYS Office of Parks, Recreation & Historic Preservation is providing landscape architecture services that will merge the engineering recommended water quality improvements with the surrounding park land aesthetics and landscape setting.

Roosevelt Bath & Vicinity Concept Site Plan for Parking, Pedestrian Circulation and Courtyard Design, Saratoga Spa State Park, City of Saratoga Springs, NY - NYS Office of Parks, Recreation & Historic Preservation – Planning Practice Leader worked with the consultant team to develop vicinity concept site plan for additional parking, pedestrian circulation, and courtyard design. Worked together to provide a schematic design level alternative.

Charles R. Wood Park, Village of Lake George, NY – Working with a consultant team and NYS Department of Transportation, Ms. Nagle provided community outreach services and a series of many public input sessions that resulted in a consensus-based document which sets forth a vision for the community, as well as focused goals and recommendations the Village can implement to achieve that vision.



Laura Lourenco is an urban resilience expert with a background in urban geography and sustainable development. Her career has focused on supporting local communities to increase their sustainability and resilience through integrated planning and policy approaches that balance social, economic, and environmental needs. She is experienced in leading multi-stakeholder projects and discussions to facilitate informed, participatory planning and action in cooperation with local practitioners and decision-makers. Her skills include project management and coordination, strategic planning, and event organization and facilitation.

In previous roles with ICLEI – Local Governments for Sustainability and the UN Framework Convention on Climate Control, she has led global events such as the annual Resilient Cities Congress in Bonn, Germany, and contributed to the development of several tools, publications, and partnerships designed to enable best practices related to risk reduction, nature-based solutions, climate finance, social cohesion, researcher-practitioner collaboration, and multi-level governance.

Education

- M.S.c Environment Development
Trinity College, Dublin, Ireland, 2012
- B.A. Geography
Colgate University, 2008

Professional Affiliations

- American Planning Association (APA)
- Upstate American Planning Association
- American Society of Adaptation Professionals

Employment History

- Senior Planner
Elan Planning & Design, LLC.

Project Experience

Brownfield Opportunity Area (BOA) Nomination Study, City of Newburgh, NY – Senior Planner working with the consultant team, the City of Newburgh, community leaders and a Steering Committee. Public outreach is in the process and will focus on the approximately 81-acre Hillside area between the Hudson River and Newburgh's downtown commercial corridors to establish a clear vision and action plan to revitalize the Hillside into a sustainable and livable downtown neighborhood.

Downtown Revitalization Initiative (DRI), Clinton and Kirkland County, NY

Downtown Revitalization Initiative (DRI), City of Utica, NY

Downtown Revitalization Initiative (DRI), City of Gloversville, NY

Downtown Revitalization Initiative (DRI) City of Glens Falls, NY

Downtown Revitalization Initiative (DRI), Town of Ticonderoga, NY

Downtown Revitalization Initiative, Comprehensive Plan, and Zoning Ordinance Update, City of Watertown, NY

Downtown Revitalization Initiative (DRI) application, City of Cohoes, NY

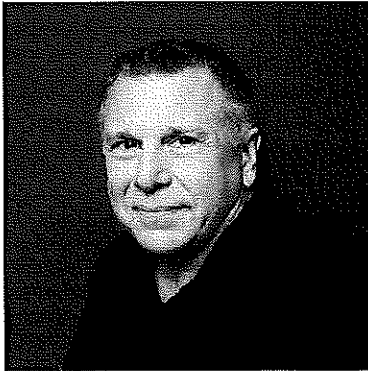
Downtown Revitalization Initiative (DRI) application, Village of Tupper Lake, NY
New York Forward Capital Region Program, Village of Coxsackie, NY

Lake Ontario Resiliency & Economic Development Initiative (REDI), Tourism

Coastal Lakeshore Economy and Resiliency (CLEAR) Planning for Orleans, Niagara and Wayne Counties, Lake Ontario, NY

Brownfield Opportunity Area Plans for North and South Develop, and Develop a Local Waterfront Revitalization Program, City of Albany, NY

Prepare a Strategic Plan for the Over-The-Horizon Backscatter Radar Site for the Passamaquoddy Tribe of Pleasant Point, Washington County, ME



Mr. Tatich works in concert with the project sponsor to sculpt each project vision into its own reality. Jere focuses on incorporating environmental stewardship into each of his designs as a foundation of creating a successful space. He is a site designer who is well-versed and experienced in all aspects of a project - from the initial site evaluation and program development through construction to the ribbon cutting.

Jere brings design leadership, experience, energy, and innovation to every project he undertakes. For over 35 years, Jere has worked with a diverse range of clients and project types. His expertise lies in campus and urban master planning, places of memorial and historical significance, sports and recreation facilities, downtown revitalization, waterfront enhancement, and project development strategy.

Project Experience

Education

- B.S. Landscape Architecture, Cornell University, 1982
- A.A.S. Horticulture Degree, SUNY Cobleskill, 1979

Registration / Certifications

- Registered Landscape Architect - NY, ME

Professional Affiliations

- Saratoga Springs Preservation Foundation Board, Past President
- American Society of Landscape Architects

Spirit of Life & Spencer Trask Memorial, Congress Park, City of Saratoga Springs, NY –

Prior to EDR, provided landscape architecture services working in partnership with the Saratoga Springs Preservation Foundation, undertook the restoration and conservation of the Spirit of Life & Spencer Trask Memorial. Original memorial construction was completed in 1915 and is in need of restoration and conservation. The Memorial is located in City's Congress Park, a National Historic Landmark. The Memorial was a collaboration of sculptor Daniel Chester French and architect Henry Bacon, whose other work includes the Lincoln Memorial in Washington D.C.

Thomas Cole National Historic Site Master Plan Development, Village of Catskill, NY –

Currently providing consulting services to the Cole House for the development of its current site master plan and the securing of grants to address an increase in visitors to the grounds. Components of the master plan including improved wayfinding and ease of accessibility along the walkways, an enhanced site identification sign, and considerations for the development of an education barn. Design efforts are underway for the proposed visitor's center.

James Fennimore Cooper Museum, Village of Cooperstown, NY – Prior to EDR, Project Landscape Architect and assisted the museum with locating a walkway from the remote parking and to downtown that crossed in front of the museum. The new walkway was positioned within the rolling grade of the front lawn that provided ease of use and minimized visual impact.

Infrastructure and Land Improvements to Improve Water Quality, Lake Welch, Harriman State Park, NY – Project Landscape Architect currently working with a consultant team and NYS Office of Parks, Recreation & Historic Preservation is providing landscape architecture services that will merge the engineering recommended water quality improvements with the surrounding park land aesthetics and landscape setting.

Roosevelt Bath & Vicinity Concept Site Plan for Parking, Pedestrian Circulation and Courtyard Design, Saratoga Spa State Park, City of Saratoga Springs, NY - NYS Office of Parks, Recreation & Historic Preservation – Prior to EDR, Practice Leader worked with the consultant team to develop vicinity concept site plan for additional parking, pedestrian circulation, and courtyard design. Worked together to provide a schematic design level alternative. The Schematic Design deliverable included scaled dimensions and site grading, construction material identification and design feature specifics for development into Design Development level documents.



Zuzana Blaise is an integral member of Elan's site design team that focuses on brownfield and waterfront revitalization, park design and community Main Street enhancement.

Ms. Blaise earned her degree in horticulture and landscape engineering from the Slovak University of Agriculture in Nitra with a minor in landscaping and landscape planning. She has hands-on experience with horticulture, agricultural exhibitions, and garden design.

Ms. Blaise's work experience has placed her in settings that range from the Adirondack Mountains in Lake Placid, NY to the metro region of Europe and the small city environment of Saratoga Springs, NY. This varied physical and cultural environment exposure has benefited her site design capabilities by affording her the opportunity to both observe and design within a specific regional context and bring to bear the best ideas to the project at hand.

Education

- Horticulture and Landscape Engineering Degree, Slovak University of Agriculture, Nitra, 2006

Employment History

- Technician/Site Designer, Engineering Design & Research, Landscape Architecture, Engineering & Environmental Services, D.P.C., Saratoga Springs, NY, 2023-Present
- Technician/Site Designer, ELAN Planning & Design, LLC

Project Experience

Contemplative Space, SUNY New Paltz, City of New Paltz, NY

Downtown Revitalization Initiative (DRI) Round Five, Brownfield Opportunity Area Study and Local Waterfront Revitalization Plan, City of Gloversville, NY

St. Thomas Park and Elm Street Pedestrian Way, City of Gloversville, NY

Enlarged School District Capital Improvements Project and Site Infrastructure SWPPP Inspections, Gloversville, NY

Downtown Revitalization Initiative (DRI) Round Two, Comprehensive Plan and Zoning Ordinance Update, City of Watertown, NY

Downtown Revitalization Initiative (DRI) Round Four, Harbor Point Redevelopment Plan (Design, Public Outreach, and Environmental Review), City of Utica, NY

Downtown Revitalization Initiative (DRI) Strategic Investment Plan, City of Glens Falls, NY

Charles R. Wood Park, Community Outreach, Water Feature, Gateway Signage, Lake George Village, NY

Roosevelt Bath & Vicinity Concept Site Plan for Parking, Pedestrian Circulation and Courtyard Design, Saratoga Spa State Park, City of Saratoga Springs, NY

Flanders Park Shoreline Walk Extension and Mill Street Park Entrance, Village of Tupper Lake, NY

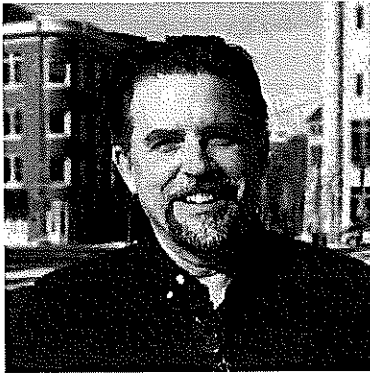
Design of LaPierre Lane Park, Lake Champlain/Saranac River Trail and Local Waterfront Revitalization Plan, Town of Plattsburgh, NY

Main Street Reconstruction, Lake Placid, NY

Northville Lake Waterfront Park, Village of Northville, NY

Waterfront Access with Pedestrian Bridge & Walkway Master Plan, Village of Northville, NY

Waterfront and Gateway Improvements, Tupper Lake, NY



Doug Pippin is the Archaeology Services Leader at EDR. He has over 25 years of professional experience as an archaeologist, both in cultural resources management and as an anthropology professor for the State University of New York. Doug oversees the staff and operations for the archaeology group and develops strategies for the identification, protection, and/or mitigation of archaeological resources.

As a Senior Project Manager, Doug manages a portfolio of archaeological projects across New York State. In addition, Doug has experience directing compliance efforts for the Native American Graves Protection and Repatriation Act (NAGPRA) and has published numerous peer-reviewed articles. Doug's areas of expertise include historic sites archaeology, State Historic Preservation Office and Tribal Historic Preservation Office consultation, archaeological collections management, and contact-period archaeology in the northeastern United States and Canada.

Education

- Doctorate, Anthropology, Maxwell School of Citizenship & Public Affairs, Syracuse University, Syracuse, NY
- Master of Arts, Anthropology, Maxwell School of Citizenship & Public Affairs, Syracuse University, Syracuse, NY
- Bachelor of Science, Photojournalism, University of Maryland

Registration

- Registered Professional Archaeologist #17571

Professional Affiliations

- President, Lewis Henry Morgan Chapter (Rochester), NYS Archaeological Association
- New York Archaeology Council
- Society for Historical Archaeology

Employment History

- Senior Project Manager, Archaeology, Environmental Design & Research, Landscape Architecture, Engineering & Environmental Services, D.P.C., Syracuse, NY, 2021-present
- Archaeology Project Manager, Environmental Design & Research, Landscape Architecture, Engineering & Environmental Services, D.P.C., Syracuse, NY, 2018-2021

Project Experience

Riverhead Solar 2, Suffolk County, NY - Project Manager for a Phase I archaeological survey at a proposed 36-MW solar facility. Co-author of final report, submitted to New York State Historic Preservation Office (SHPO). Services provided in support of the New York State Department of Public Service Article 10 Application review.

Alamo Solar, Preble County, OH - Project Manager for the Phase I archaeological survey and co-author of the archaeological research design, in consultation with the Ohio Historic Preservation Office (OHPO). Services provided in support of an Application to the Ohio Power Siting Board (OPSB) for the proposed 70-MW solar energy project sited on approximately 1,002-acres.

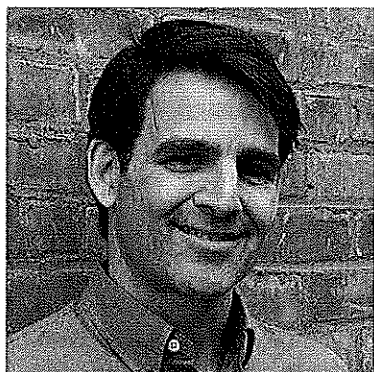
Coxsackie Correctional Facility, Greene County, NY - Co-authored the Phase III archaeological survey report for a Pre-Contact Native American archaeological site identified and excavated pursuant to Section 14.09 of the New York State Historic Preservation Act and Section 106 of the National Historic Preservation Act. Directed laboratory analysis of approximately 7,000 artifacts.

Reimagine the Canals Initiative, Little Falls Connector, NYS Barge Canal Historic District, Town of Little Falls, Herkimer County, NY - Project manager for Phase IA archaeological survey for the transportation improvements within the NYS Barge Canal Historic District.

Cassadaga Wind Project, Chautauqua County, NY - Co-authored a Phase II documentary research report for three historic-period sites identified during the previous Phase IB archaeological survey, related to layout changes to a proposed 126-MW wind farm. Services provided in support of the New York State Department of Public Service Article 10 Application review.

Johnson Hall State Historic Site, Fulton County, NY - Project Manager for Phase I archaeological survey at the eighteenth-century colonial mansion of Sir William Johnson. Services were in support of building improvements for drainage around the foundation walls. Co-author of the final report submitted to SHPO.

Village of Mohawk Water Wells, Herkimer County, NY - Assisted in the report for the archaeological monitoring of excavation/construction of water wells within a 1.2-acre parcel being redeveloped with storm-resilient municipal and utility infrastructure. Monitoring was conducted as part of Section 106 of the National Historic Preservation Act consultation for the New York Governor's Office of Storm Recovery (GOSR) and Federal Emergency Management Agency (FEMA).



Education

- Master of Science, Environmental Science, State University of Environmental Science & Forestry, 1992.
- Bachelor of Science, Natural Resources, Cornell University, College of Agriculture & Life Science, 1989.

Professional Affiliations

- American Institute of Certified Planners, Member
- City of Peekskill Planning Commission, Member, 2011-2016.
- City of Peekskill Historic Landmark and Preservation Review Board, Member, 2009-2011.
- Peekskill School District, PTO President, 2008-2009, 2011-2014.

Employment History

- Project Manager, Environmental Design & Research, Landscape Architecture, Engineering & Environmental Services, D.P.C., Albany, NY, 2018-present.
- Senior Environmental Planner, Tim Miller Associates, Cold Spring, NY, 1998-2006.
- Environmental Planner/Scientist, Louis Berger & Associates, Inc., Washington, D.C., 1994-1998.

Andrew Mavian is an Environmental Project Manager at EDR with more than 29 years of professional experience. Andrew's responsibilities include overseeing the advancement and completion of environmental permitting requirements for proposed development projects by public and private clients including state and local government agencies and public utility companies. Andrew's experience includes managing environmental reviews and impact analysis projects pursuant to the New York State Environmental Quality Review Act (SEQRA), the National Environmental Policy Act and other relevant regulations. He has also worked on numerous projects involving compliance with Article VII and Article 10 of the New York State Public Service Law and local, state, and federal wetland regulations.

As an Environmental Project Manager at EDR, Andrew manages and coordinates the implementation and completion of environmental projects, including the development of proposal scope, fee, and schedule, while serving as the client's primary point of contact, and delegating tasks to appropriate staff, providing QA/QC of delegated work, tracking of internal and external deliverables, and overall project organization. He evaluates and approves changes, and monitors progress relating to the scope, budget, and the schedule of projects.

Project Experience

Environmental Studies, Rockefeller State Park, Pocantico Hills, Westchester County NY and Minnewaska State Park, Gardiner, Ulster County, NY – Project manager for wetland delineations and tree survey studies at two state parks to support dam rehabilitation projects.

Upper Bowman Pond Tree Removal Project. Town/Village of Harrison and Village of Rye Brook, Westchester County, NY - Managed a Joint Application for Permit submitted to the USACE and the NYSDEC for the removal of hazard and dead trees within the City-owned Upper Bowman Pond to protect the integrity of the Bowman Avenue Dam. The Project is in the Village of Rye Brook and the Town/Village of Harrison and involves local permits from each municipality. Prepared applications and attended Planning Board meetings in both municipalities for local Site Plan Review and Wetland Permits. Prepared application for Westchester County Stream Permit.

Blind Brook Stream Monitoring System. City of Rye and Village of Rye Brook, Westchester County, NY - Managed approval process for local and county permits for the installation of two stream monitoring gauges along the Blind Brook. Prepared applications and attended Planning Board meetings in both municipalities for Wetland Permits, and for a Westchester County Stream Permit.

City of Oswego Combined Sewer Separation, Oswego County, NY – Managed the proposed project's compliance with the NYS SEQRA regulations, including the preparation of a long form EAF and coordination with interested and involved agencies.

Knapps Corners Substation Rebuild, Central Hudson Gas & Electric, Poughkeepsie, Dutchess County, NY – Prepared environmental analyses for an electrical substation rebuild project that requires town site plan approval and compliance with SEQRA. Oversaw the preparation of support studies and plans including visual analysis, engineering, landscaping, and lighting.

Municipal Storm Sewer Improvement. City of Rye, Westchester County, NY - Managed a Joint Application for Permit submitted to the USACE, NYSDEC and the NYSDOS for the Milton Road Drainage Improvement project, which includes a new outflow into Milton Harbor. Coordinated with regulatory agencies and the City of Rye. Prepared applications and attended City of Rye Planning Board meetings for local Site Plan Review, Wetland Permit and LWRP Consistency Determination.



EDUCATION

Paul Smith's College, NY/A.A.S. Survey Technology/1997

PROFESSIONAL REGISTRATION

Licensed Land Surveyor: New York, License # 050966

PROFESSIONAL AFFILIATIONS

NYSAPLS

OSHA 40 HAZWOPER

N.Y.S.A.P.L.S. 2015 / Genesee Valley Land Surveyors

OSHA 8 Hour Hazardous Waste Operations

Initial- 1997 / Refresher - 2018

OSHA Confined Space Training - 2003

OSHA Fall Protection Training - 2003

CSX Contractor Safety Training - 2018

PROFESSIONAL EXPERIENCE

David J. Honnick has over 26 years of experience in all facets of Land Surveying and is a licensed Professional Land Surveyor in New York. He has spent most of his career working with State, Federal and Municipal Agencies in the Central and Western New York Area. He has been responsible for preparation of topographic mapping and boundary determination projects, instrument surveys, road surveys, preliminary and construction, as well as staking of lots in subdivisions, and house stake outs. He has experience in supervision and training office and field staff and is proficient in the AUTOCAD/AUTODESK® and Civil 3d Mapping Software Program and integration with civil design software as well as Microstation V8i.

PROJECTS

Seneca Park Zoo, Phase 2, Monroe County, NY - RE&LS provided a Topographic Survey for Phase 2 of the Seneca Park Zoo project. The field survey included the collection of planimetric and topographic features for the development of the 3D mapping using Autodesk Civil 3D. Critical terrain features were surveyed for the development of a surface model. Buildings and other structures within the survey area were located. Digital files were supplied in an AutoCAD/Civil 3D file format and existing shot information was provided in ACSII format.

MCDOT East River Road Improvements, Monroe County, NY - This project involved pavement milling/recycling/resurfacing, portions of pavement reconstruction, drainage, edge treatments and paved shoulders on East River Road: I-90 to Ward Lane in the Town of Henrietta. RE&LS provided survey services, which included a Right-Of-Way Survey, ROW easement acquisition mapping and a Highway boundary survey.

MCDOT English Road Culverts over Round Pond Creek Tributary and Kirk Creek Project (SIN 05-109-197) over Round Pond Creek Tributary, Monroe County, NY - RE&LS provided the survey and environmental portion of this culvert reconstruction project. Survey control for this project was established using a combination of GPS and conventional survey methods. A full topographic survey was performed, and utilities were plotted on the mapping. Hydraulic cross sections were surveyed and wetlands flags were located during the topographic survey. The Right of Way of English Road from the intersection of Long Pond Road to I390 was analyzed and computed. A Highway Boundary Plan was created and eight (8) property acquisition maps were prepared.

MCDOT East Ave-Bennett Rd Parma, NY - RE&LS provided survey services, which included a Design survey and the basemapping was prepared according to the Monroe County Survey Office. Underground utilities were shown on the mapping using a combination of surface features. Invert measurements for storm and sanitary sewers were collected and Project benchmarks were set along each street corridor and Control ties and a benchmark table were provided.

MCDOT Aldrich Road Culvert, Perinton, NY - RE&LS conducted a topographic, utility, and boundary survey and prepared mapping for the replacement of a culvert on Aldrich Road in Perinton, NY. Field data was collected for topographic features, utility structures, and extensive boundary determination was performed. A Highway Boundary Plan was prepared and the project base mapping was provided in both Autocad Civil3d and MicroStation.

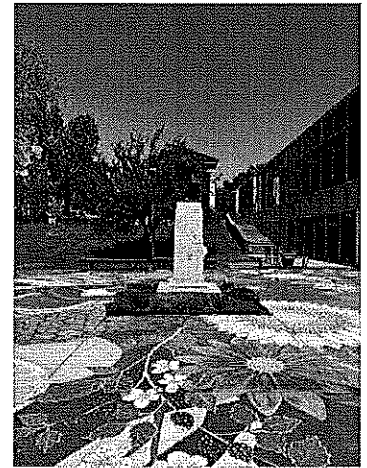
Greater Rochester International Airport, North Ramp, Rochester, NY - Project Surveyor for topographic survey for design at the North Ramp of the Greater Rochester International Airport. The survey was tied to existing PACS/SACS located at the airport. New control points and benchmarks were tied off for future recovery and use by contractors and shown on the final mapping. Structures, pavements and/or hard surfaces were located and elevated to a horizontal and vertical accuracy of ± 0.02 feet. Each concrete pavement joint was also located and elevated. The topographic survey included surface indications of underground utilities, pavement markings/stripping, lighting, etc. Mapping was provided in AutoCad format with planimetric features, survey points and TIN surface.

SUNY Brockport North Campus Infrastructure Improvements - Phase II, Brockport, NY - The project included the replacement of water, sewer, storm-water, electric and data utilities, and provided an extensive reconfiguration of the landscaping and pedestrian access ways, throughout the main quad and spine of the North Campus. Phase II replaced the underground utilities in the West Residential Spine, the Residence Drive and A-Lot, the Residential Quad, the Holley Street sector, and the Canal Side parking lots. Services included a full topographic survey; Utility mapping was prepared to Utility Quality (QL) Level B. Underground utilities were mapped in 3D utilizing pipe invert measurements for pipe elevations and via elevation data. A boundary survey was conducted to determine the railroad right of way and easements.

SECTION 2: DESCRIPTION OF PROPOSED AVAILABILITY FOR WORK ON THIS PROJECT

Our team includes landscape architects, urban designers, public engagement specialists, permit specialists, grant writers, and civil engineers. We have combined staff resources within the regional project area that exceeds 200. We state that we have a clear understanding of the project scope and the skill sets needed to address the relocation of the Dante Statue within the stated project time schedule and within budget.

EDR will initiate work on the scope of services described herein following the execution of a mutually agreeable services agreement.



SECTION 3: DESCRIPTION OF FIRM'S EXPERIENCE WITH PREVIOUS PROJECTS

Our team has a lengthy design and engineering portfolio of memorial spaces, parks, trails, urban plazas, streetscape improvements, and more. Services range from obtaining grant money to undertake a project that is used to prepare conceptual designs, design development documents, construction documents, bidding, and construction oversight services.

Project examples of similar and relevant scope (with references and contact information) are provided as Appendix A at the end of this proposal.

SECTION 4: FIRM'S UNDERSTANDING OF THE SCOPE OF SERVICES

Task 1: Kick-Off Meeting and Site Visit

An initial meeting will be held with City Staff to review the project scope, project requirements, roles and responsibilities of project partners, schedule, public outreach process, and any other information that would assist in project completion. If desired, EDR can help identify a small project advisory committee to oversee all aspects of the project.

Deliverable: The outcome of this meeting will be a 'road map' that will be used by all parties to complete the project on time and within budget.



Task 2: Develop two (2) Schematic Design Plans

Working with City staff and using available digital data for Downing Park, EDR will develop two (2) schematic design plans for the statue relocation in the park that will be used for stakeholder input and the public meeting. After stakeholder and public input, a design development package will be prepared to advance to final design and construction documents. Visual simulations will be prepared showing both locations to assist in making a determination of the preferred location.

An initial cost assessment will be prepared for the preferred location to ensure that the project is within the budgeted amount.

Deliverable: Two schematic design plans for obtaining additional input.

Task 3: Stakeholder meetings and one (1) public meeting

Using the two schematic design plans developed in Task 2, EDR will set aside 4 hours to interview key stakeholders that may be involved with, or have an interest in, the relocation of the statue. After the stakeholder interviews, a virtual public information meeting can be conducted to solicit public input. A written summary of public input obtained from this meeting will be prepared and provided to city staff for review and comment.

Deliverable: Stakeholder meetings and virtual public information meetings held.



Task 4: SEQRA Determination and Construction Requirement Analysis

EDR will make an initial determination of significance regarding State Environmental Quality Review Act (SEQRA). This proposal assumes that a Negative Declaration will be made. If a positive declaration is made, and a Draft Environmental Impact Statement is necessary, additional scope and fee will be required and negotiated.

In addition to SEQRA, a construction requirement analysis will be prepared that will include an analysis of all federal, state and local requirements for the selected schematic plan, including necessary permits and approvals, and a description of how these requirements will be satisfied by the design. Pre-permitting meetings with the identified federal, state and local entities will be completed to discuss any revisions needed to satisfy regulatory requirements. This task includes consultation with the NYS Preservation Office (SHPO). This proposal does not include any subsequent surveys that may result from the SHPO consultation.

Deliverables: SEQRA determination, and a listing of additional permits and approvals that will be required.

Task 5: Survey

Once the selected site is identified, a topographic survey will be completed.

Deliverables: Topographic survey of the selected area.

Task 6: Geotech and Design Development

Once the selected site is identified, a geotechnical investigation will be completed to determine the type of construction required for the statue base.

Based on the preferred schematic design plan, EDR will prepare the design development package including material selection, refined design details, and other information from previous tasks. The designs shall be provided to city staff for review and comment. A cost assessment will also be prepared at this stage.

Deliverables: Geotech analysis, design development package, and cost assessment.



Task 7: Permits and Approvals

Documents necessary to comply with the State Environmental Quality Review Act (SEQRA) through determination of significance will be prepared. This includes either the short or long Environmental Assessment

Form and resolutions for the City to act upon. If a positive declaration is made, and a Draft Environmental Impact Statement is necessary, additional scope and fee will be required and negotiated.

EDR will prepare the necessary permits or other approval applications and obtain the required permits or approvals from regulatory agencies that may include local and state agencies such as DEC, OPRHP, etc. A total of 20 hours has been set aside to obtain permits/approvals. Should additional permits be required or identified permits demand more time than identified, EDR will identify additional scope and fee for the city to review and approve.

Deliverables: SEQRA documents and, if necessary, a Draft Environmental Impact Statement at an additional negotiated cost and 20 hours allocated to additional permits and approvals as may be required.

Task 8: Construction Documents

EDR will prepare the final construction drawings, plans, specifications, and cost estimates. The final construction documents will be provided to City staff for review and comment. Final construction documents will be certified by an EDR licensed professional, and the appropriate seal will be affixed to these documents. It is assumed that the City of Newburgh will provide generic front-end bid documents that EDR will modify as necessary.

Deliverables: Construction documents and final cost estimate.

Task 9: Bidding Assistance

After the final design and construction documents have been approved by City staff, EDR will prepare and distribute bid invitations for construction contractors. EDR will review the submitted bids and assist in the selection of the contractor.

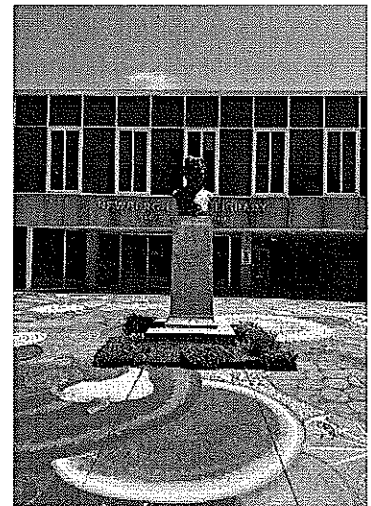
Deliverables: Bid invitation and contractor selection.

Task 10: Construction Inspection Services

EDR will hold a pre-construction meeting with the selected contractor and City staff. EDR will review contractor shop drawing submittals. Periodic site inspections will be conducted to verify progress and completion of the work. After each visit a written summary of progress including photo documentation and identification of problems to be addressed will be submitted to the city. Upon receipt of contractors notice of substantial completion EDR will provide a punch list of any incomplete items and an estimated schedule for project completion.

If contaminated soil is discovered during the construction process, work will halt and a remediation plan can be prepared. This is an extra cost; scope and fee will be negotiated with the city prior to commencing work.

Deliverables: Summary of periodic site visits including photo-documentation and identification of any problems that need to be addressed. Punch list and construction completion estimates.



SECTION 5: DETAILED SCHEDULE OF PROJECT SERVICES

EDR anticipates the following schedule upon receiving the Notice to Proceed and an executed contract.

TASKS:

TIMELINE OF COMPLETION:

Task 1: Kick-Off Meeting and Site Visit	October 2023
Task 2: Develop two (2) Schematic Design Plans	October 2023
Task 3: Stakeholder meetings and one (1) public meeting	November 2023
Task 4: SEQRA Determination and Construction Requirement Analysis	November 2023
Task 5: Survey	November 2023
Task 6: Geotech and Design Development	November - December 2023
Task 7: Permits and Approvals	December 2023 - January 2024
Task 8: Construction Documents	January – February 2024
Task 9: Bidding Assistance	March 2024
Task 10: Provide construction inspection services	April – May 2024

SECTION 6: SERVICES TO BE PROVIDED "IN-HOUSE" BY THE FIRM AS WELL AS SUBCONTRACTED

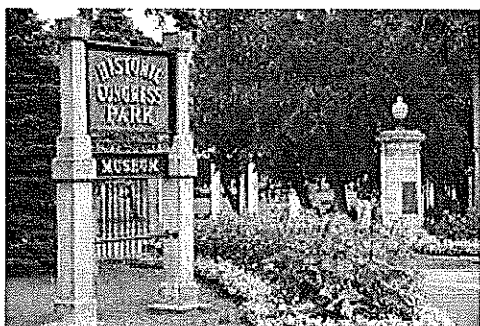
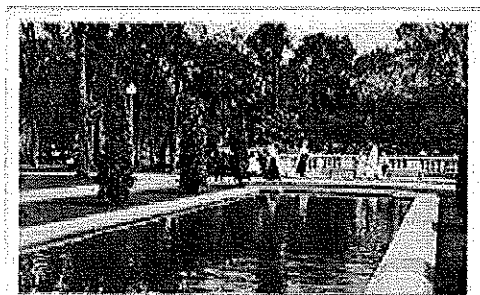
All work will be done in-house with the exception of a survey which will be conducted by Ravi Engineering & Land Surveying, P.C., (RE&LS), a MBE consulting firm with a staff of 104 located in Rochester, Buffalo, Binghamton and Albany, New York, and Allentown, Pennsylvania, that specializes in providing state-of-the-art structural, environmental, and geotechnical engineering, in addition to construction inspection and land surveying services.



SECTION 7: PROPOSED FEE AND PAYMENT SCHEDULE

Task Description	Principal (Gagliano)	Practice Leader & Technical Advisor (Nagle)	Project Manager (Lourenco)	Cultural Resources (Pippin)	Senior Landscape Architect (Tatich)	Landscape Designer (Blaise)	SEQRA (Mavian)	Ravi (Survey)	Total Hours	Total Cost	Reimburs.	Total Cost Per Task
1 KICK-OFF MEETING AND SITE VISIT												
Project Kick-off meeting & site tour	1	0	2	0	6	6	0	0	15	\$2,265	\$150	\$2,415
City Staff/Steering Committee Meetings (4 @ 2hr)	0	2	8	2	8	8	0	0	28	\$4,080	\$500	\$4,580
Bi-Weekly telephone conferences [8 @ .5 hour]	0	2	4	2	4	4	2	0	18	\$2,600	\$0	\$2,600
Subtotal	1	4	14	4	18	18	2	0	61	\$8,945	\$650	\$9,595
2 DEVELOP TWO (2) SCHEMATIC DESIGN												
Draft Schematic Designs/Cost Analysis	0	1	0	0	4	20	0	0	25	\$3,300	\$0	\$3,300
Visual Simulations (2)	0	0	0	1	1	10	0	0	12	\$1,560	\$0	\$1,560
Subtotal	0	1	0	1	5	30	0	0	37	\$4,860	\$0	\$4,860
3 STAKEHOLDER MEETINGS AND ONE (1) PUBLIC MEETING												
Targeted Stakeholder Meetings (4 @ 1 hr. each)	0	0	2	0	4	4	0	0	10	\$1,440	\$0	\$1,440
One Virtual Public Meeting	0	0	4	0	0	2	0	0	6	\$720	\$0	\$720
Subtotal	0	0	6	0	4	6	0	0	16	\$2,160	\$0	\$2,160
4 SEQRA DETERMINATION AND PERMIT REVIEW												
SEQRA Determination	0	0	0	0	0	0	2	0	2	\$200	\$0	\$200
Permit and Approval Determination + SHPO Consultation	0	0	0	12	0	0	2	0	14	\$2,360	\$0	\$2,360
Subtotal	0	0	0	12	0	0	4	0	16	\$2,560	\$0	\$2,560
5 SURVEY												
Survey	0	0	2	0	0	2	0	20	24	\$3,480	\$0	\$3,480
Subtotal	0	0	2	0	0	2	0	20	24	\$3,480	\$0	\$3,480
6 GEOTECH AND DESIGN DEVELOPMENT												
Geotechnical Analysis	0	0	2	0	2	0	16	0	20	\$2,200	\$0	\$2,200
Design Development/Cost Analysis	1	2	0	0	4	24	0	0	31	\$4,185	\$0	\$4,185
Subtotal	1	2	2	0	6	24	16	0	51	\$6,385	\$0	\$6,385
7 PERMITS AND APPROVALS												
SEQRA	0	0	4	0	0	0	8	0	12	\$1,280	\$0	\$1,280
Permits and Approvals	0	0	0	0	0	2	20	0	22	\$2,240	\$0	\$2,240
Subtotal	0	0	4	0	0	2	28	0	34	\$3,520	\$0	\$3,520
8 CONSTRUCTION DOCUMENTS												
Construction Documents	2	0	4	0	4	40	0	0	50	\$6,450	\$0	\$6,450
Final Cost Estimate	0	0	0	0	2	4	0	0	6	\$840	\$0	\$840
Subtotal	2	0	4	0	6	44	0	0	56	\$7,290	\$0	\$7,290
9 BIDDING ASSISTANCE												
Bidding	0	0	2	0	2	8	0	0	12	\$1,560	\$0	\$1,560
Selection of Subcontractor	0	0	0	0	2	0	0	0	2	\$360	\$0	\$360
Subtotal	0	0	2	0	2	8	0	0	12	\$1,560	\$0	\$1,560
10 PROVIDE CONSTRUCTION INSPECTION SERVICES												
Construction Inspection, Shop Drawings, and Punch List	0	0	0	0	4	60	0	0	64	\$7,920	\$450	\$8,370
Subtotal	0	0	0	0	4	60	0	0	64	\$7,920	\$450	\$8,370
Total Hours	4	7	34	17	45	194	50	20	371	\$48,680	\$1,100	\$49,780
HOURLY BILLING RATE	225.00	180.00	120.00	180.00	180.00	120.00	100.00	150.00	Labor	Labor	Expenses	Total Fee

SECTION 8: APPENDIX A – PROJECT EXAMPLES OF RELEVANT WORK



Spirit of Life & Spencer Trask Memorial Congress Park Saratoga Springs, New York

Elan (prior to merging with EDR) worked with the City of Saratoga Springs, NY, in partnership with the Saratoga Springs Preservation Foundation, and undertook the restoration and conservation of the Spirit of Life & Spencer Trask Memorial. Original memorial construction was completed in 1915 and was in need of restoration and conservation. The Memorial is located in the City's Congress Park, a National Historic Landmark. The Memorial was a collaboration of sculptor Daniel Chester French and architect Henry Bacon, whose other work includes the Lincoln Memorial in Washington D.C.

Elan provided consulting services to the development of this restoration conservation project.

The Spencer Trask Memorial work included the masonry walls, pool, outfall, the Spirit of Life sculpture, and the landscape setting. The project included all elements within the area bounded by the Congress Park fence to the west, the Saratoga Arts Council building to the north, the rambling outfall brook to the point where it connects to the pond to the east (pond is not included), and to the Civil War monument to the south. Project elements comprising the restoration and conservation project include, but are not limited to; masonry work, pool and outfall, walkways and paths, utilities (water & electrical), landscape plantings, the Spirit of Life sculpture conservation, and area lighting.

Services Provided

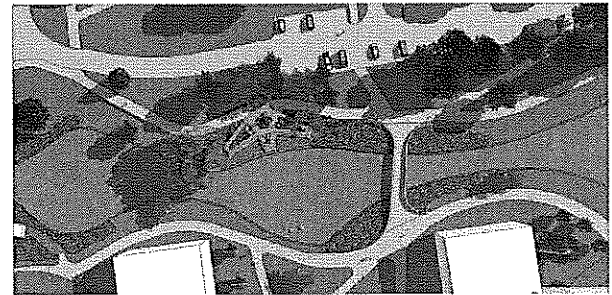
In-depth Site Analysis and Evaluation
Concept Development
Site Design

Project Completion

2014

Client Contact

Saratoga Springs Preservation Foundation
112 Spring Street
Saratoga Springs, NY 12866
p: 518.587.5030



Munsee Delaware Indian Tribe Contemplative Space State University of New Paltz City of New Paltz, NY

The SUNY New Paltz campus lies within the historically rich Hudson River Valley. The New Paltz cultural past was significant in the early years of country and continues to be today respective of human rights. The struggles of the community' civil rights events had a role in shaping this important SUNY institution. The contemplative space acknowledges the impacts of three culturally diverse groups of people who were intrinsic members of the New Paltz community history; the Munsee Native Americans, the Huguenots, and African Americans.

This socially important campus project is purposely sited to overlook the schools central water feature to incorporate its calming and quieting strengths a one partakes in the contemplative space setting.

Elan, prior to merging with EDR, provided a conceptual design for the contemplative space

Services Provided

Site Design
Construction Documents
Construction Administration
Cost Budgeting

Project Completion

2020

Client Contact

Mr. William Pennock, AIA, LEED AP
BD+C
CSArch
40 Beaver Street
Albany, NY 12207
P: 518.463.8068
E: wpennock@csarchpc.com

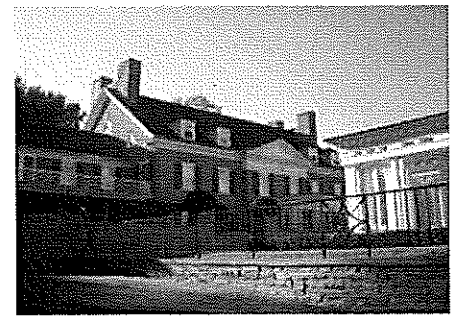


The park has an outdoor performance pavilion with picnic grounds throughout. The park's site was selected for reasons of its historical location context near to Crab Island and the naval battle sites that occurred at Lake Champlain's Cumberland Bay, Plattsburgh during the War of 1812.

- Public Participation
- Physical Enhancement Plan
- Site Plan Design
- Environmental Interpretation
- Construction Documents
- Construction Phase Services

2018

Trevor Cole, Sr. Planner
151 Banker Road
Plattsburgh, NY 12901
Town of Plattsburgh, Owner
p: 315.792.0181
e: tcole@cityofutica.com



James Fenimore Cooper Museum Village of Cooperstown, New York

Elan (prior to merging with EDR) assisted the museum with locating a walkway from the remote parking and to downtown that crossed in front of the museum. The new walkway was positioned within the rolling grade of the front lawn that provided ease of use and minimized visual impact.

The Village of Cooperstown is a beehive of summer activity in a compact setting. As a result, a strategy was developed to relocate parking areas on the fringe of downtown to minimize vehicular impact on the Village. Visitors could opt to take either trolleys or walkways to the downtown from the popular museum.

Services Provided

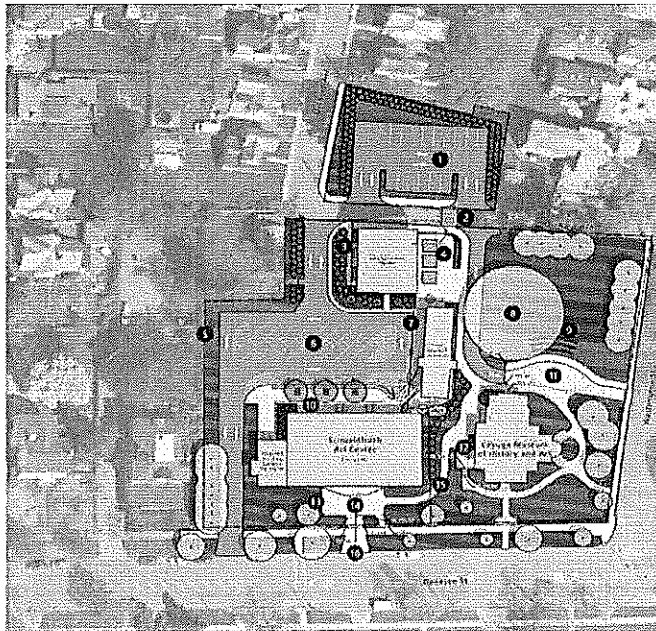
In-depth Site Analysis and
Evaluation
Concept Development
Site Design

Project Completion

2005

Client Contact

James Fenimore Cooper Museum
5798 NY-80
Cooperstown, NY 13326
p: 607.547-1400



1. Parking Lot (18 Spaces)
2. Crosswalk
3. Existing Steps and HVAC with Proposed Vegetative Screening
4. Paver Replacement at Carriage House Plaza (129 SF)
5. Property Line, TYP
6. Parking Lot (18 Spaces @ 9'x18' & 3 Accessible Spaces)
7. Reconstructed Steps
8. Existing Ginkgo biloba
9. Terraced Seat Walls
10. Plaza with Arbor and Plantings (3920 SF)
11. Stage Area/Accessible Parking
12. Seating Area (Potential HVAC Units)
13. Retaining Wall (Potential Signage)
14. Plaza (1280 SF)
15. ADA Accessible Connection
16. Existing Flush Curb to Remain



West End Arts Campus

Auburn, NY

The Schweinfurth Art Center and Cayuga Museum of History and Art proposed site and architectural improvements to their respective, adjacent properties to improve accessibility and enhance opportunities for collaboration and community engagement through creative placemaking. The project is an opportunity to create a cohesive campus that blends the historic background of the Cayuga Museum with the contemporary arts theme and mission of the Schweinfurth. In addition to several public amenities the two museums already offer (e.g., art galleries, history exhibits, classes, performing arts events, and space for community events), this project provides an attractive cultural destination of local, regional, and national significance, improves access for all, and builds community through expanded programming and access to open space in an area that currently underserved.

EDR is responsible for the following site improvements:

- Improve accessibility to all amenities and buildings on the site including walkways between the building, parking areas, and streetscapes.
- Upgrade parking lot and driveway including full-depth reconstruction and provision for handicap accessible parking spaces.
- Redesign of landscape and plantings.
- Design new site amenities (e.g., lighting, wayfinding signage, ADA signage, interpretive panels, bike racks, and benches).
- Relocate existing front entry into Schweinfurth; and creating a new plaza space across the front of Schweinfurth tying into the side of Cayuga Museum to provide space for community gatherings and neighborhood events on both properties.
- Design an indoor/outdoor classroom for the Schweinfurth.

Services Provided

Landscape Architecture
Engineering
Cultural Resources

Project Completion

2024

Client Contact

Bero Architecture PLLC
32 Winthrop Street
Rochester, NY 14607
Richard Osgood, Jr., AIA
p: 585.262.2035
e: rosgood@beroarchitecture.com

Image Credit

EDR Schematic Design



Heritage Park Landscape Master Plan

Syracuse, NY

This project includes the reimagination of Columbus Circle and the area across Onondaga Street (to the south) known as the "Powelson Site". This proposed heritage and education site is intended to celebrate the resilience to oppression and the contributions of our richly diverse communities. The total project area is approximately 0.8-acres.

The initial phase of work will serve as a visioning phase to gather ideas, assemble a conceptual design, and create a unifying idea for the park that will foster future development. EDR will coordinate with the Client, the Heritage Park Commission, the City of Syracuse, and other interested parties as directed by the Client.

Services Provided

Landscape Architecture
Visualization

Project Completion

Ongoing

Client Contact

Eric Ennis, Deputy Commissioner
of Business Development
City of Syracuse
Industrial Development Agency
City Hall Commons, 6th fl.
233 E. Washington Street
Syracuse, NY 13202
p: 315.448.8471
e: eenis@syr.gov

Ravi Engineering & Land Surveying, P.C., (RE&LS) is a consulting firm with a staff of 104 located in Rochester, Buffalo, Binghamton and Albany, New York, and Allentown, Pennsylvania, that specializes in providing state-of-the-art structural, environmental, and geotechnical engineering, in addition to construction inspection and land surveying services. Established in 1995 by President & Owner, Nagappa Ravindra, P.E., the firm is committed to providing technically sound solutions to our clients that include state, municipal and private organizations. At RE&LS, we strive to exceed our clients' expectations for responsiveness, efficiency and timeliness in delivery of services. We are a certified **MBE** firm.

Federal ID# 16-1482116. / Principal Contact: Nagappa Ravindra, PE, President nravindra@ravieng.com (585) 223-3660

BUILDINGS, BRIDGES, AND SPECIAL STRUCTURES

- Structural Analysis, Design of Buildings & Bridges
- Structural Value Analysis
- Preparation of Structural Contract Drawings
- Specifications & Estimating
- 3D Modeling, Analysis and Optimization
- CADD - Computer Aided Design and Drafting
- Phased or Fast Track Designs
- Design of Foundations and Sub-Structures
- Structural Investigations
- Forensic Engineering
- Feasibility Studies
- Structural Renovations, Alterations and Restorations

- Environmental Assessments / Impact Statements
- Phase I & II Environmental Site Assessments
- Permit Applications
- Public Participation Program Coordination
- SEQRA / NEPA Process Coordination
- Hazardous Material Survey
- Asbestos and Lead Survey, Design, & Project Monitoring/Air Sampling
- SWPPP Services
- Tank Compliance
- Wetland Delineation and Mitigation Planning

SURVEY

- ALTA Surveys
- Topographic and Boundary Surveys
- Right-of-Way and Easement Mapping
- Hydrographic Surveys
- Residential and Commercial Property Surveys
- Utility Surveys
- Construction Stakeouts
- As-Built Surveys
- Machine Control Model Building
- Subsurface Utility Engineering
- Concrete Scanning
- Drone Surveys

TRANSPORTATION ENGINEERING

- Roadway Engineering
- Bridge Sub-Structure & Super-Structure Design
- Culvert Design
- Accident Analysis
- Transportation Planning
- Pavement Evaluations
- Utility Coordination
- Stormwater Pollution Prevention Plans
- Pedestrian Trails and Facilities

CONSTRUCTION INSPECTION

- Construction Administration and Inspection
- Vertical Inspection
- CPM Review Scheduling

BRIDGE & OVERHEAD SIGN INSPECTION

- Routine Forensic Investigations
- Roadway and Bridge Deck Inspections
- Load Rating Evaluations
- Routine Overhead Sign and Underwater Inspections

GEOTECHNICAL ENGINEERING

- Subsurface Investigations
- Geotechnical Evaluation and Reports

ENVIRONMENTAL ENGINEERING





APPENDIX B

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/10/2023

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

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

PRODUCER Promark Partners Insurance Services 7 Limestone Dr. Williamsville NY 14221		CONTACT NAME: Jennifer Dissette PHONE (A/C, No, Ext): (716) 633-8401 FAX (A/C, No): (716) 633-8429 E-MAIL ADDRESS: jdissette@promarkinsurance.com																						
INSURED Environmental Design & Research, Landscape Architecture. Engineering & Environmental Services, D.P.C. 217 Montgomery Street Suite 1000 Syracuse NY 13202		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td colspan="2">INSURER A: RLI Insurance Company - A&E</td><td>13056</td></tr><tr><td colspan="2">INSURER B: Great American Insurance Company</td><td>16691</td></tr><tr><td colspan="2">INSURER C: Shelterpoint Life Insurance Company</td><td>81434</td></tr><tr><td colspan="2">INSURER D:</td><td></td></tr><tr><td colspan="2">INSURER E:</td><td></td></tr><tr><td colspan="2">INSURER F:</td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: RLI Insurance Company - A&E		13056	INSURER B: Great American Insurance Company		16691	INSURER C: Shelterpoint Life Insurance Company		81434	INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																								
INSURER E:																								
INSURER F:																								

COVERAGES

CERTIFICATE NUMBER: CL2341017190

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			PSB0005983	1/24/2023	1/24/2024	EACH OCCURRENCE \$ 2,000,000
	☐ CLAIMS-MADE ☒ OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000				
	☒ Incl within 50ft Railroad		MED EXP (Any one person) \$ 10,000				
	☒ Incl Contract. Liab		PERSONAL & ADV INJURY \$ 2,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 4,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 4,000,000
	OTHER:						\$
A	AUTOMOBILE LIABILITY			PSA0002154	1/24/2023	1/24/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO		BODILY INJURY (Per person) \$				
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS	BODILY INJURY (Per accident) \$				
	☒ HIRED AUTOS	☒ NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident) \$				
						\$	
A	☒ UMBRELLA LIAB	☒ OCCUR		PSE0002638	1/24/2023	1/24/2024	EACH OCCURRENCE \$ 5,000,000
	☐ EXCESS LIAB	☐ CLAIMS-MADE	AGGREGATE \$ 5,000,000				
	DED	RETENTION \$	\$				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N		PSW0003427	1/24/2023	1/24/2024	PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH)	☐ N/A	E.L. EACH ACCIDENT \$ 1,000,000				
	If yes, describe under DESCRIPTION OF OPERATIONS below		E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
			E.L. DISEASE - POLICY LIMIT \$ 1,000,000				
B	Professional Liability			DPPE439330	4/15/2023	4/15/2024	Per Claim/Aggregate 5m/5m
C	Disability			D432438	1/1/2023	1/1/2024	NYS DBL Statutory

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

Re: For proposal only.

CERTIFICATE HOLDER

myanelli@edrdpc.com

Environmental Design &
Research, Landscape Architecture,
Engineering and Environmental Services DP
217 Montgomery St Ste 1000
Syracuse, NY 13202

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

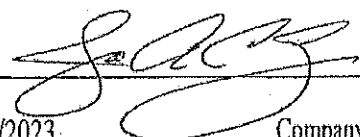
C Alderson/JDISSE

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APPENDIX C
IRANIAN ENERGY SECTOR DIVESTMENT
Certification Pursuant to Section 103-g of the New York State General Municipal Law

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

Name: Jo Anne C. Gagliano Title: President

Signature:  Environmental Design & Research, Landscape Architecture,

Date: 9/5/2023 Company Name: Engineering & Environmental Services, D.P.C.

President

Subscribed and sworn to Jo Anne C. Gagliano President
Name of Affiant Title of Affiant


Signature of Affiant (in blue ink)

before me this 5th day of September, 2023

Affix Notary Seal or Stamp below

Notary Public of New York

My commission expires: January 21, 2027

REBECCA B. PRZYBYSZ
Notary Public State of New York
County of

APPENDIX D

NON-COLLUSION BIDDING AFFIDAVIT

Professional Services related to the Dante Statue Relocation

RFP No. 7.23

City of Newburgh, New York

STATE OF: New York)

) SS:

County of: Onondaga)

I, Jo Anne C. Gagliano of the Town, Village, City of Syracuse
in the County of Onondaga and the State of New York

of full age, being duly sworn according to law on my oath depose and say that: Environmental Design & Research, Landscape

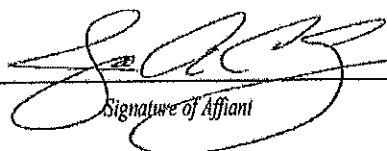
I am President, an officer of the firm of _____
the Bidder making the Proposal for the above named Work, and that I executed the said Proposal with full authority to do so; that
said Bidder has not, directly or independently, entered into any agreement, participated in any collusion, or otherwise in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

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

commercial or selling agencies maintained by Environmental Design & Research, Landscape
Architecture, Engineering & Environmental Services, D.P.C.

Contractor Name

Subscribed and sworn to Jo Anne C. Gagliano President
Name of Affiant Title of Affiant


Signature of Affiant

before me this 5th day of September 2023

Affix Notary Seal or Stamp below

NOTICE
REQUEST FOR PROPOSALS
for
Professional Services
related to the
Dante Statue Relocation
RFP No. 7.23

City of Newburgh, Orange County, New York

Sealed Proposals will be received by the City Comptroller in her office at City Hall, 83 Broadway, 4th Floor, Newburgh, New York 12550, until 12:00 p.m., (local time), Friday, July 14, 2023 for professional services related to the relocation of the Dante statue.

This Request for Proposal (RFP) and consultant selection process is being conducted to engage a professional design firm/team that will coordinate, perform and/or subcontract an array of professional services to undertake and complete all approved activities necessary for the purpose of performing environmental and engineering investigations, preparing final design, construction documents, bid specifications, and permitting documents related to the proposed relocation of the "Dante" statue. Based upon the required criteria, an internal Evaluation Committee shall review and evaluate each Proposal and recommend award be made to a qualified consultant that submits a Proposal that best meets the City's needs.

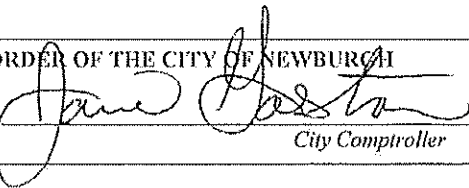
This Request for Proposal, becoming available to the public on Thursday, June 15, 2023, may be viewed and downloaded at no charge by visiting the Empire State Purchasing Group website at: www.BidNetDirect.com/new-york/city-of-newburgh, selecting the "Open Solicitations" tab and title of solicitation. Vendors may have to register if visiting this site for the first time.

Proposals must be submitted in accordance with the requirements and provisions stated in the RFP Document and submitted on or before the specified due date and time. Proposals submitted after the deadline will not be considered. Facsimile or electronic mail submissions will not be accepted. *Vendors are responsible for timely delivery of their Proposals.* There will be no exceptions.

Proposals shall not be withdrawn for a period of forty-five (45) days subsequent to the submission deadline without the consent of the City of Newburgh Comptroller. The City of Newburgh reserves the right to reject any or all Proposals and to waive any informality or technicality in any Proposal deemed to be in the best interest of the City.

BY ORDER OF THE CITY OF NEWBURGH

By:


City Comptroller

Dated: June 14, 2023

CITY OF NEWBURGH – AN EQUAL OPPORTUNITY EMPLOYER

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

RESOLUTION NO.: 245 - 2023

OF

DECEMBER 11, 2023

A RESOLUTION AUTHORIZING THE AWARD OF A BID AND THE EXECUTION OF
A CONTRACT WITH BUTLER CONSTRUCTION GROUP, INC. FOR
THE CONSTRUCTION OF THE DELANO-HITCH RECREATION PARK
AQUATIC CENTER IMPROVEMENTS PROJECT
IN A TOTAL AMOUNT NOT TO EXCEED \$10,024,210.00

WHEREAS, the City of Newburgh has duly advertised for bids for the construction of the Delano-Hitch Recreation Park Aquatic Center Improvements Project; and

WHEREAS, bids have been duly received and opened and Butler Construction Group, Inc. is the low bidder with a lump sum base bid amount of \$9,994,210.00 and alternate no. 1 in the amount of \$30,000.00 for a total bid amount of \$10,024,210.00; and

WHEREAS, funding for such project shall be derived from American Rescue Plan Act and bond funding;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for construction of the Delano-Hitch Recreation Park Aquatic Center Improvements Project be and it hereby is awarded to Butler Construction Group, Inc. for the base bid amount of \$9,994,210.00 and alternate no. 1 in the amount of \$30,000.00 for a total amount not to exceed \$10,024,210.00, and that the City Manager be and he is hereby authorized to enter into a contract for such work in this amount.

NOTICE TO BIDDERS

INVITATION FOR BIDS

for

Delano-Hitch Recreation Park Aquatic Center Improvements

Bid No. 12.23

City of Newburgh, Orange County, New York

Sealed Bids will be received by City Comptroller Janice Gaston in her office located at 83 Broadway, 4th Floor, Newburgh, NY 12550 until 11:00 a.m. (local time), Thursday, November 9, 2023, at which time they will be publicly opened and read aloud.

The City of Newburgh plans for the construction of a new pool, pool house, splash pad, and parking lot at the Delano-Hitch Recreation Park Aquatic Center located at 375 Washington Street, Newburgh, New York. This project is subject to New York State Department of Labor Prevailing Wage rates and requires submission of original certified payrolls as a condition for payment. A Pre-Bid Site Visit Meeting is scheduled for Friday, October 13, 2023 at 9:00 a.m. at the project site. Contractor attendance is strongly encouraged.

The Work will be substantially complete by Tuesday April 1, 2025; completed and ready for final payment within ninety (90) days. The Scope of Work includes providing all labor, materials, machinery, tools, equipment, and other means of construction necessary and incidental to the completion of the Work shown on the plans and described in the specifications including, but not necessarily limited to the construction of a new pool, pool house, splash pad, and parking lot.

Complete sets of the drawings, specifications, and bid forms, becoming available to the public on Thursday, October 5, 2023 may be viewed and downloaded at no charge by visiting the Empire State Purchasing Group website at: www.BidNetDirect.com/new-york/city-of-newburgh, selecting the "Open Solicitations" tab and title of solicitation. Vendors may have to register if visiting this site for the first time. Prospective Bidders must obtain all Bid Documents, including Addenda and other Bid correspondence, from the Empire State Purchasing Group's website in order to be considered an official Plan Holder. Bids received from Contractors that are not considered an official Plan Holder shall not be accepted by the City of Newburgh.

Any questions and/or inquiries regarding the contract plans and/or specifications must be directed, in writing, to the City's Consultant Project Manager Jonathan DiRocco, AIA at JDiRocco@CPLteam.com on or before 5:00 p.m., EST, Tuesday, October 24, 2023. Addenda will be posted on BidNet for Contractor download and in the New York State Contract Reporter (notification only). Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Bidders shall promptly notify the City of any errors, omissions, conflicts, ambiguity, etc. in/among the Bid Documents.

All Bids must be made on the official Bid Form or an exact copy by reproduction thereof. All Bids must be in original form and signed in blue ink, except for a Notary Public. Photocopies will not be accepted and will result in a rejection of the Bid. All documents must be enclosed in a sealed envelope with the following information *clearly marked* on the front of the envelope:

- Bidder name and address
- BID ENCLOSED: #12.23 for Delano-Hitch Recreation Park Aquatic Center Improvements
- Bid for: GC, PC, MC or EC (Write only one, provide separate packages if bidding multiple contracts)
- Date and time of Bid Deadline

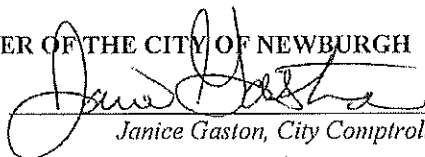
This is a lump sum price bid as described in the Instructions to Bidders. No Bidder may withdraw his or her Bid within forty-five (45) calendar days after the actual date of the opening thereof. Each Bid must be accompanied by a bid security in the amount of five (5) percent of the base bid in accordance with the Instructions to Bidders. Successful Bidders will be required to provide performance and payment bonds in the full amount of the contract price, proof of appropriate insurance, and execute contracts prior to commencement of work and shall also be required to comply with all provisions of the Federal Government Equal Employment Opportunity clauses issued by the Secretary of Labor on May 21, 1968 and published in the Federal Register (41CFR Part 60-1, 33 F.2 7804).

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

OWNER:	Contact:	CONSULTANT:	Contact:
City of Newburgh	Jason Morris	CPL Architects, Engineers, Landscape	Jonathan DiRocco, AIA
83 Broadway	Commissioner of Public	Architect and Surveyor, D.P.C.	
Newburgh, NY 12550	Works/City Engineer	26 IBM Road	Project Manager
		Poughkeepsie, NY 12601	

BY ORDER OF THE CITY OF NEWBURGH

By:



Janice Gaston, City Comptroller

Dated: Wednesday, October 4, 2023

City of Newburgh - An Equal Opportunity Employer

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

Unofficial Bid Tabulation

City of Newburgh, NY

Project: 12.23 - Delano-Hitch Recreation Park Aquatic Center Improvements

Bid Opening: Thursday, November 9, 2023 at 11:00 a.m., (local time)

GENERAL CONTRACT	Lump Sum Bid Price <i>(including allowance)</i>	Alternate No. #1	Combined Total
* Empire Core Group, LLC	\$6,400,000.00	\$40,000.00	\$6,440,000.00
Butler Construction Group, Inc.	\$9,994,210.00	\$30,000.00	\$10,024,210.00
UniMak, LLC	\$9,857,000.00	\$357,000.00	\$10,214,000.00
Pierotti Corp.	\$10,237,900.00	\$60,000.00	\$10,297,900.00
Coppola Services, Inc.	\$13,389,890.00	\$469,666.00	\$13,859,556.00

* Withdraw Bid on 11/13/23

MECHANICAL CONTRACT Lump Sum Bid Price

DJ Heating & Air Conditioning, Inc. \$320,000.00

PLUMBING CONTRACT Lump Sum Bid Price

TWP Plumbing & Heating, Inc. \$846,000.00

ELECTRICAL CONTRACT Lump Sum Bid Price

No Bids
To Bid Rebid
December 2023



November 27, 2023

Jason C. Morris, PE
Commissioner of Public Works and City Engineer
City of Newburgh
83 Broadway
Newburgh, NY 12550

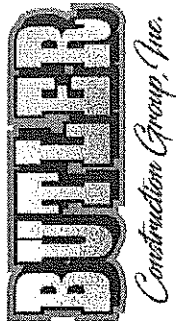
Re: Delano- Hitch Recreation Aquatic Center Improvements – Recommendation For Bid Award For General Trades (GC) Contract

Dear Mr. Morris:

We have reviewed all the General Trades (GC) bids and had communication with the three (3) lowest bidders. The lowest bidder, Empire Core Group LLC, has since asked to retract their bid. The next two lowest bidders are close in cost and with the add alternate #1 being weighed in, Butler Construction Group would be considered the apparent lowest bidder. We have contacted Butler Construction Group and have confirmed that they are confident they can complete the work for the lump sum price \$9,994,210.00 they provided with additional alternate No. 1 price \$30,000.00, equaling a **total construction cost of \$10,024,210.00**. We do want to point out that they did provide a filled-out Bid Form, but it was not signed. They did complete all other required documents (signed and notarized where required), and this does not affect their submitted project cost. It is our recommendation that you award the General Trades (GC) contract to Butler Construction Inc.

Very truly yours,

Jonathan DiRocco, AIA
Senior Architectural Project Manager



Butler Construction Group, Inc.
275 Union Street,
Montgomery, NY 12549

RVV
11/9/2023
10:54
A.M.

Sealed Bid For:

Delano-hitch Recreation Park
Aquatic Center Improvements
Bid Enclosed #12.23 - General Construction

Orange County, New York

Bid Drop-Off:

Newburgh City Hall – 4th Floor
83 Broadway,
Newburgh, New York 12550

Bid Due:

Thursday, November 9th 2023 11:00am

SECTION 00 41 13

BID FORM

Project Identification: Delano-Hitch Recreation Park Aquatic Center Improvements

Contract Identification And Number: Bid No. 12.23

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

Bid For: Delano-Hitch Recreation Park Aquatic Center Improvements (check one below)

- ☒] General Trades (GC)
☐] Plumbing Work (PC)
☐] Mechanical (HVAC) Work (MC)
☐] Electrical Work (EC)

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

List Addenda by Addendum Number and Date:

Addendum #1 - 10/19/2023

Addendum #2 - 11/02/2023

- b. BIDDER has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Work. Alternatively, in lieu of such, do solely and completely accept all risks inherent in not doing so.
 - c. BIDDER is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
 - d. BIDDER has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities) which have been provided in paragraph 4.2 of the General Conditions. BIDDER accepts the determination set forth in paragraph 4.2 of the General Conditions of the extent of the "technical data" contained in such reports and drawings upon which BIDDER is entitled to rely as provided in paragraph 4.2 of the General Conditions. BIDDER acknowledges that such reports and drawings are not Contract Documents and may not be complete for BIDDER's purposes. BIDDER acknowledges that OWNER and ENGINEER do not assume

responsibility for the accuracy or completeness of information and data shown or indicated in the Bid Documents with respect to underground facilities at or contiguous to the site. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.

- e. BIDDER is aware of the general nature of Work to be performed by OWNER and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- f. BIDDER acknowledges that all allowances, pursuant to their Contract, have been included in the Base Bid. Should the following allowance(s) exceed, or be less than, the cost of selected items, the difference in cost shall be added to, or credited to, the Owner's Contract. Refer to Specification Section 012100 "Allowances" for description of each allowance.

General Trades (GC)	Allowance Amount: 5% of base bid.
Plumbing Work (PC)	Allowance Amount: 5% of base bid.
Mechanical (HVAC) Work (MC)	Allowance Amount: 5% of base bid.
Electrical Work (EC)	Allowance Amount: 5% of base bid.

- g. BIDDER has correlated the information known to BIDDER, information and observation obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- h. BIDDER has given OWNER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- i. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and, BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
- j. Any other representation required by Laws and Regulations.

4. BIDDER will complete the Work in accordance with the Contract Documents for the following price(s). The Lump Sum Bid Price shall be the cost of the Work for the Project outlined and described in all of the Contract. The City shall make the determination post bid as to how to proceed based upon the bid proposals.

LUMP SUM BID PRICE (INCLUDING ALLOWANCE):

<u>Nine Million Nine Hundred Ninety Four Thousand Two</u>	<u>\$ 9,999,210.00</u>
<i>Written or Typed in Text</i> HUNDRED AND TEN DOLLARS.	<i>Numerical</i>

ALTERNATE #1:

<u>THIRTY THOUSAND DOLLARS</u>	<u>\$ 30,000.00</u>
<i>Written or Typed in Text</i>	<i>Numerical</i>

5. BIDDER agrees that the Work will be substantially complete and ready for final payment in accordance with paragraph 14.13 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

6. The following documents are attached to and made a condition of this Bid:

- a. Resolution of Board of Directors
- b. Non-Collusion Bidding Affidavit
- c. Required BIDDER's Qualification Statement with supporting data
- d. Affidavit of Workers' Compensation
- e. Iranian Energy Sector Divestment

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

Butler Construction Group, Inc.

275 Union St, Montgomery NY, 12549

estimating@butlerconstructiongroup.com

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

SUBMITTED on: November 9th 2023
Month Day Year

State Contractor License No.: N/A

If BIDDER is:

An Individual

By: N/A

Individual's Name

Seal

Doing business as _____

Business Address: _____

Phone Number: _____

A Partnership

By: N/A

Firm Name

Seal

General Partner _____

Business Address: _____

Phone Number: _____

A Corporation

By: Butler Construction Group, Inc.

Corporation Name

Seal

State of Incorporation: New York

Authorized Signatory: Eric Butler Title: President

Attestation: _____

Secretary

Seal

Business Address: 275 Union St, Montgomery NY, 12549

Phone Number: 845-769-7413

Date qualified to do business: 03/12/2012

A Joint Venture

By: N/A

Individual's Name

Seal

Address: _____

By: _____

Individual's Name

Seal

Address: _____

Official Communications Address: _____

Official Communications Phone Number: _____

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

SECTION 00 43 13.13
BID BOND
Delano-Hitch Recreation Park Aquatic Center Improvements
Bid No. 12.23

City of Newburgh, New York

BIDDER, Name and Address:

Butler Construction Group, Inc.

275 Union St

Montgomery, NY 12549

SURETY, Name and Address of Principal Place of Business:

Hudson Insurance Company

100 William Street, 5th Floor

New York, NY 10038

OWNER, Name and Address:

City of Newburgh

375 Washington Street

Newburgh, New York 12550

BID:

Due Date: Thursday, November 9,
2023

Project, brief description and location:

Delano-Hitch Recreation Park Aquatic Center Improvements

located at 375 Washington Street

BOND:

Bond Number: Bid Bond

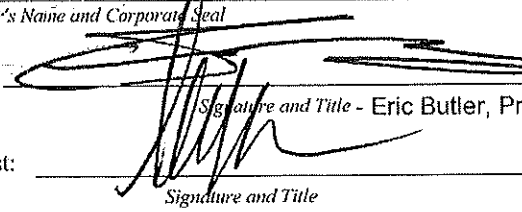
Date, no later than Bid Due Date: November 7, 2023

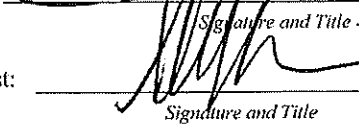
Penal Sum: Five Percent of the Principals Bid Amount (5% of the Principals Bid Amount)

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

BIDDER:

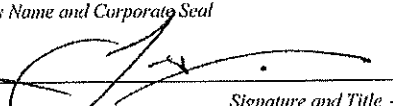
Butler Construction Group, Inc.
Bidder's Name and Corporate Seal

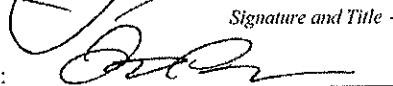
By: 
Signature and Title - Eric Butler, President

Attest: 
Signature and Title

SURETY, attached power of attorney:

Hudson Insurance Company
Surety's Name and Corporate Seal

By: 
Signature and Title - Jeffrey W. Price, Attorney-In-Fact

Attest: 
Signature and Title - Jarret Packer - Bond Underwriter

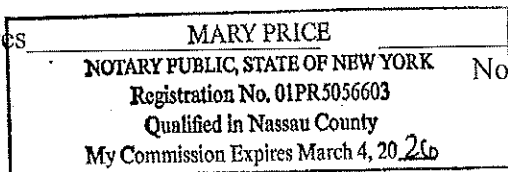
-
- 4.1 Above addresses are to be used for giving required notice.
- 4.2 Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.
- 4.3 Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and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

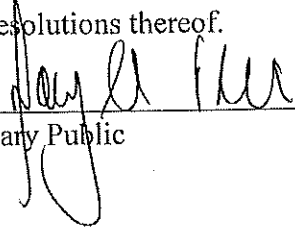
Surety Acknowledgment

State of New York }
County of Nassau } ss:

On this 7th day of November, 2023, before me personally came Jeffrey W. Price to me known, who, being by me duly sworn, did depose and say that he/she is an attorney-in-fact of Hudson Insurance Company the corporation described in and which executed the within instrument; that he knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

My commission expires




Notary Public

HUDSON INSURANCE COMPANY
SHORT FORM FINANCIAL STATEMENT
AS OF DECEMBER 31, 2022

ASSETS

Bonds	\$	485,914,449
Real estate		0
Mortgage Loans on Real Estate		73,581,960
Cash on hand and on deposit		44,223,336
Reinsurance Receivable		629,031,777
FIT recoverable (including net deferred tax asset)		25,025,629
Aggregate write-ins for other than invested assets		492,356,287
Deferred premiums, agents' balances and installments booked but deferred and not yet due (including earned but unbilled premiums)		126,326,463
Stocks		415,394,105
Other Assets		62,859,618
Total Assets	\$	<u>2,354,713,624</u>

LIABILITIES & SURPLUS

Losses	\$	337,517,938
Loss adjustment expense		36,920,563
Other expenses		29,857,382
Unearned Premiums		160,331,236
Ceded reinsurance premiums payable		988,181,837
Payable to parent, subsidiaries and affiliates		6,337,448
Commissions payable, contingent commissions and other similar charges		42,920,776
Other Liabilities		147,279,591
Total Liabilities	\$	<u>1,749,346,771</u>
Preferred and Common capital stock	\$	7,500,238
Gross paid in and contributed surplus		293,480,097
Unassigned funds (surplus)		304,386,518
Surplus as regards policyholders	\$	<u>605,366,853</u>
Total Liabilities and Surplus	\$	<u>2,354,713,624</u>

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

I, Rory Rose, the undersigned Chief Financial Officer of Hudson Insurance Company hereby certify the foregoing to be a short form financial statement in the form of a balance sheet, showing the Company's assets and liabilities on a provisional basis, at the close of business on December 31, 2022.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 6th day of March, 2023.

Rory A. Rose
Rory Rose
Chief Financial Officer/

Subscribed and sworn to before me this 6th day of March, 2023.

Ann M. Murphy
Ann M. Murphy
Notary Public

ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553

Qualified in Nassau County, Certified in New York
Commission Expires December 10, 2025





BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Jeffrey W. Price, Rachel L. Price
of the State of New York

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

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

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Executive Vice President thereunto authorized, on this 19th day of August, 2014 at New York, New York.



Dina Daskalakis, Corporate Secretary

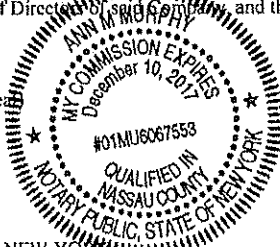
HUDSON INSURANCE COMPANY

By: Christopher T. Suarez, Executive Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 19th day of August, 2014 before me personally came Christopher T. Suarez to me known, who being by me duly sworn did depose and say that he is an Executive Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.

(Notarial Seal)



ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2017

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

The undersigned Dina Daskalakis hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertaking made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.



Witness the hand of the undersigned and the seal of said Company this 7th day of November, 2013.

By: Dina Daskalakis, Corporate Secretary

SECTION 00 43 13.135

CERTIFIED COPY OF RESOLUTION
OF

BOARD OF DIRECTORS

Delano-Hitch Recreation Park Aquatic Center Improvements

Bid No. 12.23

City of Newburgh, New York

Butler Construction Group, Inc.

Name of Corporation

Resolved that Eric Butler, President

Authorized Signatory

Title

of Butler Construction Group, Inc. Authorized to sign and submit the Bid of the Corporation for

Name of Corporation

the following project: Delano-Hitch Recreation Park Aquatic Center Improvements

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

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

Butler Construction Group, Inc.

Name of Corporation

At a meeting of its Board of Directors held on the 9th day of November 20 23

By:

Alma Torres-Ortiz

Title: Secretary

Seal

This form must be completed if the Bidder is a Corporation

SECTION 00 43 13.14

BIDDER'S QUALIFICATION QUESTIONNAIRE

Delano-Hitch Recreation Park Aquatic Center Improvements

Bid No. 12.23

City of Newburgh, Orange County, New York

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

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

in years: 11

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

Valley Central School 2021 Capital Project - Complete 9/1/2023 - Bid - \$6,439,610.00 Complete Project - \$6,779,254.84

Pine Bush CSD 2019 Capital Improvement Project Phase 2 & 3 - Complete 9/1/2023 - Bid \$9,586,310 Completed - \$9,677,637.73

Rockland MRF Transfer Station - Complete - Bid - \$7,044,291.00 Complete - \$8,252,085.3

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

Orange County Medical Examiners Office - 20% Complete - \$15,010,810.00

Newburgh CSD Phase 4 - 2% Complete - \$13,242,500.00

General Contract - D012562 - Mongaup Pond Campground - Shower Buildings - 60% Complete - \$2,944,210.00

NYS DOT HQ - 75% Complete - \$9,711,561.00

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

Lowest RESPONSIBLE Bidder.

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

20 Excavators, 3 Backhoes, 8 Bulldozers, 8 Rollers, 7 Wheel Loaders, 2 skid steers, 6 Triaxle Dumps,

5 Articulated end dumps, 6 Trench Rollers, 8 Jumping Jack Compactors, 4 Hammers, 4 Quad Axle Dump Trailers

6 Trimble GPS Units and a fleet of work trucks.

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

None needed.

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

Clark Patterson Lee - Lauren Tarsio - 518-915-7456

CSARCH - Judy Hill - Valley Central CSD - 518-898-9838

NYS Parks - Dan Seymour -845-889-3849

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

Gina Stellato - OC Trust - 845-341-5008

Jeffrey Price - Price & Price Enterprises, Inc. - 516-295-6081

A & R Concrete Products - Jay Nannini - 845-562-0640

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

See attached.

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

The business is a General Business S Corp.

Type of Legal Entity

The address of principal place of business is:

275 Union St, Montgomery NY, 12549

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

Eric Butler - President

John McGowan - Vice President

SECTION 00 43 13.15

AFFIDAVIT - WORKERS' COMPENSATION

Delano-Hitch Recreation Park Aquatic Center Improvements

Bid No. 12.23

City of Newburgh, Orange County, New York

STATE OF: New York)

) SS:

County of: Ulster)

I, Eric Butler of the Town Village City of Montgomery

in the County of Orange and the State of New York

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

I am Eric Butler, an officer of the firm of Butler Construction Group, Inc.

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

Butler Construction Group, Inc.

Contractor Name

Subscribed and sworn to Eric Butler

President

Name of Affiant

Title of Affiant

Signature of Affiant (in blue ink)

before me this 9th day of November, 20 23

Affix Notary Seal or Stamp below

Notary Public of New York

My commission expires: 1/17/26

Notary Signature: Edna Torres Ortiz

EDNA TORRES ORTIZ
Notary Public, State of New York
Qualified in Ulster County
Registration No. 01TO6140078
Commission Expires January 17, 20 26

This Affidavit must be completed by all Bidders

STATE OF NEW YORK

IN SENATE

January 11, 1934

REPORT

OF THE

COMMISSIONER OF

THE STATE

OF NEW YORK

IN SENATE

January 11, 1934

IN SENATE

REPORT

OF THE

COMMISSIONER OF

THE STATE

OF NEW YORK

IN SENATE

January 11, 1934

IN SENATE

REPORT

OF THE

COMMISSIONER OF

THE STATE

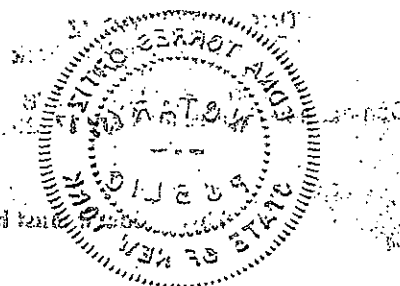
OF

NEW YORK

IN SENATE

January 11, 1934

IN SENATE



SECTION 00 43 15

NON-COLLUSION BIDDING AFFIDAVIT

Delano-Hitch Recreation Park Aquatic Center Improvements

Bid No. 12.23

City of Newburgh, Orange County, New York

STATE OF: New York)
) SS:
County of: Ulster)

I, Eric Butler of the Town Village, City of Montgomery
in the County of Orange and the State of New York

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

I am Eric Butler, an officer of the firm of Butler Construction Group, Inc.

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

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

commercial or selling agencies maintained by Butler Construction Group, Inc.

Contractor Name

Subscribed and sworn to Eric Butler President
Name of Affiant *Title of Affiant*

Signature of Affiant (in blue ink)

before me this 9th day of November, 20 23

Affix Notary Seal or Stamp below

Notary Public of New York

My commission expires: 11/17/26

Notary Signature: Edna Torres-Oster

EDNA TORRES-ORTIZ
Notary Public, State of New York
Qualified in Ulster County
Registration No. 01T06140078
Commission Expires January 17, 2026

SECTION 00 43 20

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

IRANIAN ENERGY SECTOR DIVESTMENT ACT AFFIDAVIT

Delano-Hitch Recreation Park Aquatic Center Improvements

Bid No. 12.23

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

3 Name: Eric Butler Title: President

Signature:



Date: 11/09/2023 Company Name: Butler Construction Group, Inc.

STATE OF: New York

County of: Ulster

Subscribed and sworn to [Signature]
Name of Affiant

[Signature]
Title of Affiant

before me this 9th day of November, 20 23

Affix Notary Seal or Stamp below

Notary Public of New York

My commission expires: 11/7/26

Notary Signature: [Signature]

EDNA TORRES ORTIZ
Notary Public, State of New York
Qualified in Ulster County
Registration No. 01TO6140078
Commission Expires January 17, 2026

This Affidavit must be completed by all Bidders

RESOLUTION NO.: 246 - 2023

OF

DECEMBER 11, 2023

A RESOLUTION AUTHORIZING THE AWARD OF A BID AND THE EXECUTION OF
A CONTRACT WITH DJ HEATING & AIR CONDITIONING, INC. FOR
THE MECHANICAL CONSTRUCTION OF THE DELANO-HITCH RECREATION PARK
AQUATIC CENTER IMPROVEMENTS PROJECT
IN AN AMOUNT NOT TO EXCEED \$320,000.00

WHEREAS, the City of Newburgh has duly advertised for bids for the mechanical construction of the Delano-Hitch Recreation Park Aquatic Center Improvements Project; and

WHEREAS, bids have been duly received and opened and DJ Heating & Air Conditioning, Inc. is the low bidder with a bid amount of \$320,000.00; and

WHEREAS, funding for such project shall be derived from American Rescue Plan Act and bond funding;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for mechanical construction of the Delano-Hitch Recreation Park Aquatic Center Improvements Project be and it hereby is awarded to DJ Heating & Air Conditioning, Inc. in an amount not to exceed \$320,000.00, and that the City Manager be and he is hereby authorized to enter into a contract for such work in this amount.

NOTICE TO BIDDERS

INVITATION FOR BIDS

for

Delano-Hitch Recreation Park Aquatic Center Improvements

Bid No. 12.23

City of Newburgh, Orange County, New York

Sealed Bids will be received by City Comptroller Janice Gaston in her office located at 83 Broadway, 4th Floor, Newburgh, NY 12550 until 11:00 a.m. (local time), Thursday, November 9, 2023, at which time they will be publicly opened and read aloud.

The City of Newburgh plans for the construction of a new pool, pool house, splash pad, and parking lot at the Delano-Hitch Recreation Park Aquatic Center located at 375 Washington Street, Newburgh, New York. This project is subject to New York State Department of Labor Prevailing Wage rates and requires submission of original certified payrolls as a condition for payment. A Pre-Bid Site Visit Meeting is scheduled for Friday, October 13, 2023 at 9:00 a.m. at the project site. Contractor attendance is strongly encouraged.

The Work will be substantially complete by Tuesday April 1, 2025; completed and ready for final payment within ninety (90) days. The Scope of Work includes providing all labor, materials, machinery, tools, equipment, and other means of construction necessary and incidental to the completion of the Work shown on the plans and described in the specifications including, but not necessarily limited to the construction of a new pool, pool house, splash pad, and parking lot.

Complete sets of the drawings, specifications, and bid forms, becoming available to the public on Thursday, October 5, 2023 may be viewed and downloaded at no charge by visiting the Empire State Purchasing Group website at: www.BidNetDirect.com/new-york/city-of-newburgh, selecting the "Open Solicitations" tab and title of solicitation. Vendors may have to register if visiting this site for the first time. Prospective Bidders must obtain all Bid Documents, including Addenda and other Bid correspondence, from the Empire State Purchasing Group's website in order to be considered an official Plan Holder. Bids received from Contractors that are not considered an official Plan Holder shall not be accepted by the City of Newburgh.

Any questions and/or inquiries regarding the contract plans and/or specifications must be directed, in writing, to the City's Consultant Project Manager Jonathan DiRocco, AIA at JDiRocco@CPLteam.com on or before 5:00 p.m., EST, Tuesday, October 24, 2023. Addenda will be posted on BidNet for Contractor download and in the New York State Contract Reporter (notification only). Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Bidders shall promptly notify the City of any errors, omissions, conflicts, ambiguity, etc. in/among the Bid Documents.

All Bids must be made on the official Bid Form or an exact copy by reproduction thereof. All Bids must be in original form and signed in blue ink, except for a Notary Public. Photocopies will not be accepted and will result in a rejection of the Bid. All documents must be enclosed in a sealed envelope with the following information *clearly marked* on the front of the envelope:

- Bidder name and address
- BID ENCLOSED: #12.23 for Delano-Hitch Recreation Park Aquatic Center Improvements
- Bid for: GC, PC, MC or EC (Write only one, provide separate packages if bidding multiple contracts)
- Date and time of Bid Deadline

This is a lump sum price bid as described in the Instructions to Bidders. No Bidder may withdraw his or her Bid within forty-five (45) calendar days after the actual date of the opening thereof. Each Bid must be accompanied by a bid security in the amount of five (5) percent of the base bid in accordance with the Instructions to Bidders. Successful Bidders will be required to provide performance and payment bonds in the full amount of the contract price, proof of appropriate insurance, and execute contracts prior to commencement of work and shall also be required to comply with all provisions of the Federal Government Equal Employment Opportunity clauses issued by the Secretary of Labor on May 21, 1968 and published in the Federal Register (41CFR Part 60-1, 33 F.2 7804).

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

OWNER:

City of Newburgh
83 Broadway
Newburgh, NY 12550

Contact:

Jason Morris
Commissioner of Public
Works/City Engineer

CONSULTANT:

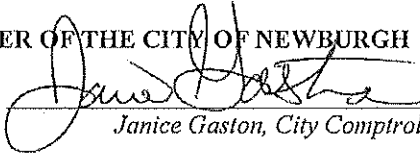
CPL Architects, Engineers, Landscape
Architect and Surveyor, D.P.C.
26 IBM Road
Poughkeepsie, NY 12601

Contact:

Jonathan DiRocco, AIA
Project Manager

BY ORDER OF THE CITY OF NEWBURGH

By:


*Janice Gaston, City Comptroller*Dated: Wednesday, October 4, 2023**City of Newburgh - An Equal Opportunity Employer**

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

Unofficial Bid Tabulation City of Newburgh, NY

Project:

12.23 - Delano-Hitch Recreation Park Aquatic Center Improvements

Bid Opening:

Thursday, November 9, 2023 at 11:00 a.m., (local time)

GENERAL CONTRACT	Lump Sum Bid Price <i>(including allowance)</i>	Alternate No. #1	Combined Total
* Empire Core Group, LLC	\$6,400,000.00	\$40,000.00	\$6,440,000.00
Butler Construction Group, Inc.	\$9,994,210.00	\$30,000.00	\$10,024,210.00
UniMak, LLC	\$9,857,000.00	\$357,000.00	\$10,214,000.00
Pierotti Corp.	\$10,237,900.00	\$60,000.00	\$10,297,900.00
Coppola Services, Inc.	\$13,389,890.00	\$469,666.00	\$13,859,556.00

* Withdrew Bid on 11/13/23

MECHANICAL CONTRACT	Lump Sum Bid Price
DJ Heating & Air Conditioning, Inc.	\$320,000.00

PLUMBING CONTRACT	Lump Sum Bid Price
TWP Plumbing & Heating, Inc.	\$846,000.00

ELECTRICAL CONTRACT	Lump Sum Bid Price
No Bids	To Bid Rebid December 2023



November 27, 2023

Jason C. Morris, PE
Commissioner of Public Works and City Engineer
City of Newburgh
83 Broadway
Newburgh, NY 12550

**Re: Delano- Hitch Recreation Aquatic Center Improvements – Recommendation For Bid
Award For Mechanical (MC) Contract**

Dear Mr. Morris:

We have reviewed the apparent lowest bidder DJ Heating and Air Conditioning Inc.'s bid package and confirmed that they are confident they can complete the work for the lump sum price of \$320,000.00 they provided. We do want to point out that they provided a filled-out Resolution of Board of Directors form, but it was not signed. They did complete all other required documents (signed and notarized where required), and this should not affect their price. It is our recommendation that you award the Mechanical (MC) contract to DJ Heating and Air Conditioning Inc.

Very truly yours,

Jonathan DiRocco, AIA
Senior Architectural Project Manager



DJ Heating & Air Conditioning Inc.

1409 Route 9W
Marlboro, New York 12542

845-236-4436
FAX 845-236-3638

RVV
11/9/2023
10:40 A.M.

TO: City Comptroller Janice Gaston
83 Broadway 4th Floor
Newburgh, NY 12550

FOR: #12.23 Delano-Hitch Recreation Park Aquatic Center Improvements
MCContract
Thursday, November 9, 2023 at 11:00 AM

FROM: DJ Heating & Air Conditioning, Inc.
1409 Route 9W
Marlboro, NY 12542

SEALED BID ENCLOSED

SECTION 00 41 13

BID FORM

Project Identification: Delano-Hitch Recreation Park Aquatic Center Improvements

Contract Identification And Number: Bid No. 12.23

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

Bid For: Delano-Hitch Recreation Park Aquatic Center Improvements (check one below)

- ☐ General Trades (GC)
☐ Plumbing Work (PC)
☒ Mechanical (HVAC) Work (MC)
☐ Electrical Work (EC)

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

List Addenda by Addendum Number and Date:

Addendum No. 1 - October 19, 2023

Addendum No. 2 - November 2, 2023

- b. BIDDER has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Work. Alternatively, in lieu of such, do solely and completely accept all risks inherent in not doing so.
 - c. BIDDER is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
 - d. BIDDER has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities) which have been provided in paragraph 4.2 of the General Conditions. BIDDER accepts the determination set forth in paragraph 4.2 of the General Conditions of the extent of the "technical data" contained in such reports and drawings upon which BIDDER is entitled to rely as provided in paragraph 4.2 of the General Conditions. BIDDER acknowledges that such reports and drawings are not Contract Documents and may not be complete for BIDDER's purposes. BIDDER acknowledges that OWNER and ENGINEER do not assume

responsibility for the accuracy or completeness of information and data shown or indicated in the Bid Documents with respect to underground facilities at or contiguous to the site. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.

- e. BIDDER is aware of the general nature of Work to be performed by OWNER and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- f. BIDDER acknowledges that all allowances, pursuant to their Contract, have been included in the Base Bid. Should the following allowance(s) exceed, or be less than, the cost of selected items, the difference in cost shall be added to, or credited to, the Owner's Contract. Refer to Specification Section 012100 "Allowances" for description of each allowance.

General Trades (GC)	Allowance Amount: 5% of base bid.
Plumbing Work (PC)	Allowance Amount: 5% of base bid.
Mechanical (HVAC) Work (MC)	Allowance Amount: 5% of base bid.
Electrical Work (EC)	Allowance Amount: 5% of base bid.

- g. BIDDER has correlated the information known to BIDDER, information and observation obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- h. BIDDER has given OWNER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- i. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and, BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
- j. Any other representation required by Laws and Regulations.

- 4. BIDDER will complete the Work in accordance with the Contract Documents for the following price(s). The Lump Sum Bid Price shall be the cost of the Work for the Project outlined and described in all of the Contract. The City shall make the determination post bid as to how to proceed based upon the bid proposals.

LUMP SUM BID PRICE (INCLUDING ALLOWANCE):

Three Hundred Twenty Thousand Dollars

\$320,000

Written or Typed in Text

Numerical

ALTERNATE #1:

N/A

\$ N/A

Written or Typed in Text

Numerical

- 5. BIDDER agrees that the Work will be substantially complete and ready for final payment in accordance with paragraph 14.13 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

-
6. The following documents are attached to and made a condition of this Bid:
- a. Resolution of Board of Directors
 - b. Non-Collusion Bidding Affidavit
 - c. Required BIDDER's Qualification Statement with supporting data
 - d. Affidavit of Workers' Compensation
 - e. Iranian Energy Sector Divestment
7. Communications concerning this Bid shall be addressed to, the address of BIDDER indicated below:
- Vinny Pomarico - Chief Estimator**
-
- cad@djhvac.com**
-
- (845) 236 4436 x 114**
-
8. Terms used in this Bid which are defined in the General Conditions or Instructions will have the meanings indicated in the General Conditions or Instructions.
- SUBMITTED on: November 9th 2023
- Month Day Year*
- State Contractor License No.: N/A

If BIDDER is:

An Individual

By: _____

Individual's Name

Seal

Doing business as _____

Business Address: _____

Phone Number: _____

A Partnership

By: _____

Firm Name

Seal

General Partner _____

Business Address: _____

Phone Number: _____

A Corporation

By: **DJ Heating & Air Conditioning, Inc.** _____

Corporation Name

Seal

State of Incorporation: **New York** _____

Authorized Signatory: **John Nolterieke** _____ Title: **President** _____

Attestation:  _____

David Corts *Secretary*

Seal

Business Address: **1409 Route 9W Marlboro, NY 12542** _____

Phone Number: **(845)236-4436** _____

Date qualified to do business: **1972** _____

A Joint Venture

By: _____

Individual's Name

Seal

Address: _____

By: _____

Individual's Name

Seal

Address: _____

Official Communications Address: _____

Official Communications Phone Number: _____

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

This page has been intentionally left blank.

SECTION 00 43 13.13
BID BOND
Delano-Hitch Recreation Park Aquatic Center Improvements
Bid No. 12.23
City of Newburgh, New York

BIDDER, Name and Address:

DJ Heating & Air Conditioning, Inc.

1409 Route 9W

Marlboro, NY 12542

SURETY, Name and Address of Principal Place of Business:

Swiss Re Corporation Solutions America Insurance Corporation

1200 Main Street, Suite 800

Kansas City, MO 64105

OWNER, Name and Address:

City of Newburgh

83 Broadway

Newburgh, NY 12550

BID:

Due Date: Thursday, November 9,
2023

Project, brief description and location:

Delano-Hitch Recreation Park Aquatic Center Improvements

located at 375 Washington Street

Project # 12.23 - Mechanical [HVAC] Work [MC]

BOND:

Bond Number: N/A-Bid Bond

Date, no later than Bid Due Date: 11/9/2023

Penal Sum: *** Five Percent [5%] of Amount Bid ***

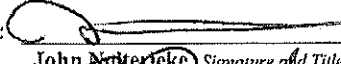
IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER:

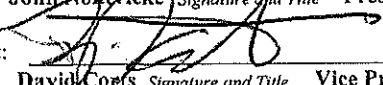
DJ Heating & Air Conditioning, Inc.

Bidder's Name and Corporate Seal

By:

 Signature and Title President

Attest:

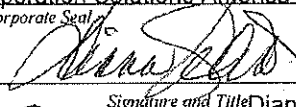
 Signature and Title Vice President

SURETY, attached power of attorney:

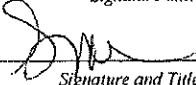
Swiss Re Corporation Solutions America Insurance Corporation

Surety's Name and Corporate Seal

By:

 Signature and Title Diana Toledo, Attorney-in-Fact

Attest:

 Signature and Title Witness

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

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION F/K/A NORTH AMERICAN SPECIALTY INSURANCE COMPANY ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION F/K/A WASHINGTON INTERNATIONAL INSURANCE COMPANY ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

JOINTLY or SEVERALLY

JOINTLY or SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY-FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 29TH day of APRIL, 2022

State of Illinois
County of Cook

ss

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 29TH day of APRIL, 2022, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Yasmin A. Patel

Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 9 day of November, 2023.

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC



Swiss Re
Corporate Solutions

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION

1450 American Lane, Suite 1100, SCHAUMBURG, ILLINOIS 60173
800/338-0753

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION
A Missouri Corporation

BALANCE SHEET AS OF DECEMBER 31, 2022
(Statutory Basis)

Valuation of securities on National Association of Insurance Commissioner Basis

ASSETS

Cash	424,718,741
Bonds	797,801,222
Common Stock	315,720,039
Other Invested Assets	34,744
Other Admitted Assets	385,652,521

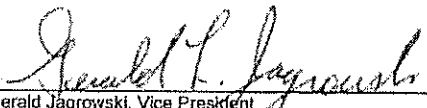
TOTAL ADMITTED ASSETS	1,923,927,267
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LIABILITIES

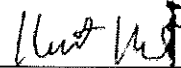
Reserve for Unearned Premiums	149,350,540
Reserve for Losses and Loss Adjustment Expenses	235,835,273
Funds Withheld	92,137,049
Taxes and Other Liabilities	429,886,411
Surplus	1,016,717,994

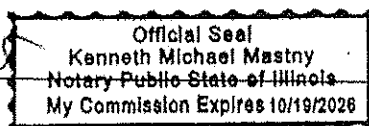
TOTAL LIABILITIES & POLICYHOLDERS' SURPLUS	1,923,927,267
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The undersigned, being duly sworn, says: That he is Vice President of Swiss Re Corporate Solutions America Insurance Corporation, Kansas City, Missouri that said company is a corporation duly organized, existing and engaged in business as a Surety Company by virtue of the Laws of the State of Missouri and authorized to do business in the State of New York and has duly complied with all the requirements of the laws of said State applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved; July 1947 6 U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true and correct statement of the financial condition of the said Company on the 31st day of December, 2022


Gerald Jagrowski, Vice President
Swiss Re Corporate Solutions America Insurance Corporation

Subscribed and sworn before me,
this 18th day of April, 2023


Notary Public



ACKNOWLEDGMENT OF PRINCIPAL:

STATE OF New York

COUNTY OF Ulster

On this 9th day of November, 2023 before me personally appeared John Nolterieke, known to, me to be the President of DJ Heating + Air Conditioning, Inc. the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

(SEAL)

[Signature]
Notary Public in the State of
County of



ACKNOWLEDGMENT OF SURETY:

STATE OF New York

COUNTY OF Putnam

On this 9th day of November, 2023 before me personally appeared Diana Toledo, known to, me to be the Attorney-In-Fact of Swiss Re Corporate Solutions America Insurance Corporation, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

(SEAL)

Raegan A. Guglielmo

Notary Public in the State of New York
County of Putnam

[Signature]

RAEGAN A. GUGLIELMO
Notary Public, State of New York
No. 01GU62707380
Qualified in Putnam County
Term Expires 6/15/ 25

SECTION 00 43 13.135

CERTIFIED COPY OF RESOLUTION
OF

BOARD OF DIRECTORS

Delano-Hitch Recreation Park Aquatic Center Improvements

Bid No. 12.23

City of Newburgh, New York

DJ Heating & Air Conditioning, Inc.

Name of Corporation

Resolved that John Nolterieke, President
Authorized Signatory *Title*

of DJ Heating & Air Conditioning, Inc. Authorized to sign and submit the Bid of the Corporation for
Name of Corporation

the following project: Delano-Hitch Recreation Park Aquatic Center Improvements
and to include in such Bid the Certificate as to Non-Collusion, and for any inaccuracies or misstatements in such Certificate this Corporate Bidder shall be liable under the penalties of perjury.

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

DJ Heating & Air Conditioning, Inc.

Name of Corporation

At a meeting of its Board of Directors held on the 9th day of November 20 23

By: David Corts Title: Vice President

Seal

This form must be completed if the Bidder is a Corporation

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SECTION 00 43 13.15

AFFIDAVIT - WORKERS' COMPENSATION

Delano-Hitch Recreation Park Aquatic Center Improvements

Bid No. 12.23

City of Newburgh, Orange County, New York

STATE OF: New York

)

) SS:

County of: Ulster

)

I, John Nolterieke of the Town, Village, City of Marlboro

in the County of Ulster and the State of New York

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

I am John Nolterieke, an officer of the firm of DJ Heating & Air Conditioning, Inc.

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

DJ Heating & Air Conditioning, Inc.

Contractor Name

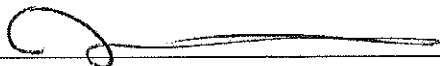
Subscribed and sworn to

John Nolterieke

President

Name of Affiant

Title of Affiant



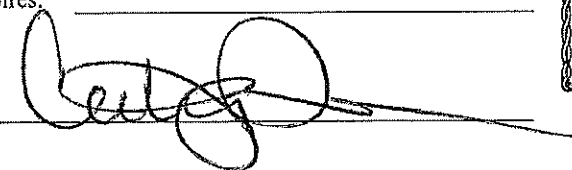
Signature of Affiant (in blue ink)

before me this 9th day of November, 20 23

Affix Notary Seal or Stamp below

Notary Public of _____

My commission expires: _____

Notary Signature: 



This Affidavit must be completed by all Bidders

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SECTION 00 43 15

NON-COLLUSION BIDDING AFFIDAVIT

Delano-Hitch Recreation Park Aquatic Center Improvements

Bid No. 12.23

City of Newburgh, Orange County, New York

STATE OF: New York

)

) SS:

County of: Ulster

)

I, John Nolterieke of the Town, Village, City of Marlboro

in the County of Ulster and the State of New York

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

I am John Nolterieke, an officer of the firm of DJ Heating & Air Conditioning, Inc.

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

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

commercial or selling agencies maintained by DJ Heating & Air Conditioning, Inc.

Contractor Name

Subscribed and sworn to

John Nolterieke

President

Name of Affiant

Title of Affiant



Signature of Affiant (in blue ink)

before me this 9th day of November, 20 23

Affix Notary Seal or Stamp below

Notary Public of _____

My commission expires: _____

Notary Signature: _____



This Affidavit must be completed by all Bidders

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SECTION 00 43 15 - 2

SECTION 00 43 20

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

IRANIAN ENERGY SECTOR DIVESTMENT ACT AFFIDAVIT

Delano-Hitch Recreation Park Aquatic Center Improvements

Bid No. 12.23

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

3 Name: John Nolterieke Title: President

Signature: _____

Date: November 9, 2023 Company Name: DJ Heating & Air Conditioning, Inc.

STATE OF: New York)

) SS:

County of: Ulster)

Subscribed and sworn to John Nolterieke President

Name of Affiant

Title of Affiant

before me this 9th day of November, 20 23

Affix Notary Seal or Stamp below

Notary Public of _____

My commission expires: _____

Notary Signature: _____



This Affidavit must be completed by all Bidders

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SECTION 00 43 13.14

BIDDER'S QUALIFICATION QUESTIONNAIRE

Delano-Hitch Recreation Park Aquatic Center Improvements

Bid No. 12.23

City of Newburgh, Orange County, New York

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

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

in years: 52

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

See Attached

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

See Attached

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

See Attached

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

Complete Fabrication Shop

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

None expected

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

See Attached

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

See Attached

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

Will provide upon low bid/award

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

The business is a **Corporation**

Type of Legal Entity

The address of principal place of business is:

1409 Route 9W Marlboro, NY 12542

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

John Nolterieke - President

David Corts - Vice President

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D.J. Heating & Air Conditioning, Inc.

Statement of Qualifications

List of major equipment and facilities:

- 6000 SF Fabrication shop
- 6000 SF Warehouse and storage
- Coil Line Machine for straight duct
- Computerized plasma fitting cutter
- Shears, brakes, automated duct lining equipment, etc.

Complete service and maintenance department:

- Fully stocked service vehicles
- 1200 SF state of the art parts and inventory department
- 24-hour emergency service capability
- Radio dispatched trucks
- Computerized service history, scheduling and inventory control
- 1300 SF training facility

Complete in house installation department:

- 1800 SF Office space
- Fully stocked and tooled installation vehicles
- Full in-house shop drawing capability
- Personnel lifts, duct lifts, etc.

Safety program and training:

- Complete hazard communications program in place
- NYS Sharp program certified

Background and Experience of Principal Members

John Nolterieke, President & Treasurer

David Corts, Vice President & Secretary

D. J. Heating & Air Conditioning, Inc.

CLIENT REFERENCES

Rondack Construction, Inc.

5 Bingham Mills Road
Germantown, NY 12526
518-537-9422 Suanne Decker

Billman Ross General Contractors, Inc.

256 Bloomingburg Road
Middletown, New York 10940
845-361-3649 Joe Gingras

Consigli Construction Co., Inc.

50 Main Street, 3rd Floor
White Plains, NY 10606
646-679-3500 Dan Fischer

ARCHITECT REFERENCES

Dutton Architecture, PLLC

33 Canfield Street
Kingston, New York 12401
845-339-2039 Coleen Tayntor

Liscum McCormack VanVoorhis Architects

181 Church Street
Poughkeepsie, NY 12601
845-452-2268 Raymond VanVoorhis

CPL

26 IBM Road
Poughkeepsie, NY 12601
845-686-2301 Jonathan DiRocco

D. J. Heating & Air Conditioning, Inc.

TRADE REFERENCES

R. J. Murray Company, Inc.

7 Northway Lane
Latham, NY 12110
800-377-4822 Bob Briske
518-690-4990 Fax

R.F. Peck Co., Inc.

22 Computer Drive West
Albany, NY 12205
518-869-3541 Kyle Mead
518-869-5718 Fax

All County HVAC/R Supply Inc

182 Old Route 9, Suite 5
Fishkill New York 12524
845-896-4200 Arthur Veach
845-896-4288 Fax

TRANE U.S. Inc.

301 Old Niskayuna Road
Latham, NY 12110
518-724-1442 Noreen Hoose
518-785-4315 Fax

Buckley Associates, Inc.

120 Railroad Avenue
Albany, NY 12205
518-621-3474 Mark Schroeder
518-438-5527 Fax

BANK REFERENCE

Riverside Bank a Division of Salisbury Bank & Trust Company
801 Auto Park Place
Newburgh, NY 12550

Contact: Anthony Casillo @ 845-562-6766
Checking Account #0320004104

BONDING INFO

Bonding Company:

Swiss Re Corporation Solutions America Insurance Corporation

Agent: World Insurance Associates LLC
616 Clock Tower Commons
Brewster, NY 10509

845-279-5151
Diana Toledo

WORK IN PROGRESS - OCTOBER 2023

A JOB #	B JOB NAME	C TOTAL CONTRACT AMOUNT	D AMOUNT BILLED	E BALANCE TO BE BILLED
20-235	Teutul Residence	944,112	944,112	0
21-200	Rondout Valley CSD	3,000,241	3,000,241	0
21-201	Eastern Correctional Facility WWTP	347,000	269,956	77,044
21-203	Highland Residential Center WWTP	43,100	43,100	0
21-207	SUNY Pedestrian Bridge	163,854	163,854	0
21-231	Putnam Valley Fire Station	1,218,400	382,386	836,014
21-240	Cornerstone FHC - Middletown	442,465	291,944	150,521
21-258	Emergency Housing Shelter Bld 51	114,528	104,377	10,151
21-261	Millbrook School Alumni & Pulling House	1,204,274	1,204,274	0
21-262	Town of New Paltz Water Supply	49,400	40,884	8,516
21-263	IFH Pine Street FHC	655,585	655,585	0
21-271	Rondout Valley CSD Phase 3 Middle School	7,131,742	7,033,342	98,400
22-204	Silo Ridge Condos- Amenia	2,357,740	2,170,641	187,099
22-216	Aspect Health West Nyack	1,186,279	1,181,262	5,017
22-218	Town of Northeast New Hwy Garage	367,000	90,400	276,600
22-226	Webutuck Emergency Auditorium	774,000	738,000	36,000
22-229	Onteora CSD MS/HS Classroom Reno	197,700	146,001	51,699
22-232	Town of Wapp. Highway Garage A	206,039	94,521	111,518
22-236	Athen's Yards Warehouse	69,315	0	69,315
22-238	Town of Marlborough Comm. Center PH2	246,030	199,620	46,410
22-241	WPCP Rooftop HVAC Replacement	98,000	88,000	10,000
22-246	Henry Kaufmann Campgrounds PH3	126,550	126,550	0
22-248	Woodland Ponds Duplex Cottage	160,000	139,381	20,619
22-250	Dutchess Amb. Surg. Center @ Eastdale	1,216,780	1,167,009	49,771
22-254	VBMC Neurology New Int. Fit Up	30,000	30,000	0
22-255	Comeau Office Facility Woodstock	428,000	247,345	180,655
22-256	Green Chimneys Various Buildings	510,000	73,482	436,518
22-259	Mongaup Pond Campground Showers	48,000	9,195	38,805
22-262	Kingston HS Main AC	1,286,000	1,162,055	123,945
22-263	35 Academy Street Co-Work Space	143,700	133,238	10,462
23-205	Rombout Fire District	847,000	119,111	727,889
23-209	Middletown CSD DW Roof Replacement	333,000	75,494	257,506
23-210	Holy Cross Monastery	105,712	75,450	30,262
23-213	Middletown Medical - Ferndale	30,860	30,860	0
23-214	Hannaford #8331 - New Windsor	17,913	17,913	0
23-215	Rondout CSD- PH4	670,500	219,654	450,846
23-216	Town of Wawarsing Highway Garages	698,000	50,626	647,374
23-218	Starbucks - Saugerties	68,867	0	68,867
23-220	ELNA Magnetics	582,143	139,689	442,454
23-222	Putnam Hospital Drain Pans	1,470	0	1,470
23-223	Big Bubble RTU - Poughkeepsie	26,324	0	26,324
23-224	Mariapolis Luminosa - Dining Facility	44,989	44,989	0
23-225	Optum Medical Care - Poughkeepsie	151,950	65,260	86,690
23-226	Village of Harriman Municipl Bldg	776,000	0	776,000
23-227	Fallsburg CSD	287,938	47,178	240,760
23-228	CIA Student Rec Ctr Bake Shop #9	539,850	273,629	266,221
23-229	Caremount Medical Oakwood Commons	37,180	37,180	0
23-230	DiMarco Place Senior PH 1 & 2	803,717	0	803,717
23-231	Royal Crepes - Poughkeepsie	20,000	16,350	3,650
23-232	Nuvance Med Practice Primary Care	305,000	172,177	132,823
23-233	Storm King Art Center Welcome & CFM	1,344,800	0	1,344,800
23-234	Lot Doctor - Newburgh	6,444	0	6,444
23-236	Brown Zhou Pool House - New Paltz	75,000	0	75,000
23-237	ABCD Daycare - Middletown	127,600	0	127,600
23-238	Jason Page Residence - Hyde Park	13,000	0	13,000

WORK IN PROGRESS - OCTOBER 2023

23-240	School Roof Work - Warwick/Middletown	23,184	23,184	0
23-242	Onteora CSD Curb Adaptors	1,425	1,425	0
23-243	Albert's National Shrine - Middletown	78,940	0	78,940
23-244	Better Fish Duct Fab - Hopewell Junction	4,450	4,450	0
	TOTALS:	32,789,091	23,345,374	9,443,717

RECENTLY COMPLETED JOBS
MAY 2023

D J Heating & Air Conditioning, Inc. (Recently Completed Jobs)

Updated 10/2023

		<u>Total</u>
Owner:	Andrew Aurebach & Kim Gillman	\$26,805.00
Project:	2 Spellman - Gardiner	
Construction Manager:	Interrante Design-Build LLC	
Contact:	Luke Interrante	
Phone:	845-802-3845	
Completion Date:	8/22/2023	
Owner:	Quest Diagnostics	\$11,700.00
Project:	Quest Diagnostics - Poughkeepsie	
Construction Manager:	Horizon Retail Construction	
Contact:	Mike Deane	
Phone:	262-865-6137	
Completion Date:	5/31/2023	
Owner:	Nuvance Health	\$35,500.00
Project:	VBMC AHU Drain Pans	
Construction Manager:	Nuvance Health	
Contact:	Misty Diaz	
Phone:	misty.diaz@nuvancehealth.org	
Completion Date:	4/21/2023	
Owner:	Page Park Associates	\$15,169.69
Project:	Violet Ave- Page Park - Poughkeepsie	
Construction Manager:	Page Park Associates	
Contact:	Denise McCartney	
Phone:	845-471-0191	
Completion Date:	4/21/2023	
Owner:	Bread Alone Bakery	\$14,592.00
Project:	Bread Alone - Rhinebeck	
Construction Manager:	Storm King Group, Inc.	
Contact:	Tim Leiching	
Phone:	845-457-5552	
Completion Date:	4/20/2023	
Owner:	Rocket Dog LLC	\$65,700.00
Project:	668 Dutchess Tpke - Office & Gym	
Construction Manager:	Page Park Associates	
Contact:	Darin Page	
Phone:	darin@pageparkassociates.com	
Completion Date:	4/20/2023	

RECENTLY COMPLETED JOBS
MAY 2023

Owner: Visions Services for the Blind & Visually Impaired \$35,147.00
Project: Visions Services - Spring Valley
Construction Manager: Visions Services for the Blind & Visually Impaired
Contact: Visions Services for the Blind & Visually Impaired
Phone: 845-354-3003
Completion Date: 4/14/2023

Owner: St. John the Evangelist \$5,930.69
Project: St. John's Roman Cath. Church - Pawling
Construction Manager: St. John the Evangelist
Contact: St. John the Evangelist
Phone: 845-855-5488
Completion Date: 3/31/2023

Owner: Williams Lumber, Inc \$11,004.96
Project: William's Lumber - RTU-6 - Pleasant Val.
Construction Manager: Williams Lumber, Inc
Contact: Alex Morley
Phone: 845-876-7011
Completion Date: 2/27/2023

Owner: DIA Art Foundation \$49,582.00
Project: DIA Beacon Learning Lab
Construction Manager: Storm King Group, Inc.
Contact: Bill Goodman
Phone: 845-457-5552
Completion Date: 2/28/2023

Owner: USAI LLC \$51,650.00
Project: USAI Engineering Lab
Construction Manager: ISER Consulting, LLC
Contact: Kevin Goggin
Phone: 845-219-5805
Completion Date: 2/28/2023

Owner: LMV Realty LLC \$12,925.45
Project: LMV Architects - Church Street
Construction Manager: Liscum McCormack VanVoorhis Architects
Contact: Raymond VanVoorhis
Phone: 845-452-2268
Completion Date: 1/31/2023

RECENTLY COMPLETED JOBS
MAY 2023

Owner:	Lucky Nail Spa II Inc.	\$19,500.00
Project:	Lucky Nails - Poughkeepsie	
Construction Manager:	Lucky Nail Spa II Inc.	
Contact:	Minh Huynh	
Phone:	845-214-5567	
Completion Date:	1/31/2023	
Owner:	Middletown Medical	\$60,000.00
Project:	Middletown Medical - Circleville	
Construction Manager:	CCI Construction, Inc.	
Contact:	David Morse	
Phone:	201-391-2202	
Completion Date:	1/31/2023	
Owner:	11 Garden LLC	\$170,500.00
Project:	11 Garden Street - Poughkeepsie	
Construction Manager:	R.L Baxter Building Corp.	
Contact:	Matt Driscoll	
Phone:	845-471-1047	
Completion Date:	1/31/2023	
Owner:	Central Hudson Gas & Electric	\$146,000.00
Project:	CHG&E Catskill Office Reno	
Construction Manager:	Storm King Group Inc	
Contact:	Tom Ibarra	
Phone:	845-457-5552	
Completion Date:	1/5/2023	
Owner:	the Institute for Family Health	\$69,342.00
Project:	Kingston Family Health Center	
Construction Manager:	the Institute for Family Health	
Contact:	Robert Aborillele	
Phone:	212-633-0800	
Completion Date:	11/23/2022	
Owner:	WJFF Radio Catskill	\$102,036.00
Project:	WJFF Radio	
Construction Manager:	Collier Construction LLC	
Contact:	Stephen Coon	
Phone:	845-346-0010	
Completion Date:	8/31/2022	

RECENTLY COMPLETED JOBS
MAY 2023

Owner:	Opportunity Poughkeepsie I	\$253,988.00
Project:	Academy Street	
Construction Manager:	RL Baxter Building Corp	
Contact:	Brian Veltre	
Phone:	845-471-1047	
Completion Date:	5/31/2022	
Owner:	Joyful Acres LLC	\$119,611.00
Project:	Lasting Joy Brewery	
Construction Manager:	Rondack Construction, Inc.	
Contact:	Sueanne Decker	
Phone:	518-537-9422	
Completion Date:	5/31/2022	
Owner:	Village of Bronxville	\$428,000.00
Project:	DPW Building Bronxville	
Construction Manager:	Folchetti & Associates	
Contact:	Julie Coulter	
Phone:	845-363-1560	
Completion Date:	5/31/2022	
Owner:	the Institute for Family Health	\$125,200.00
Project:	Family Health Center - New Paltz	
Construction Manager:	the Institute for Family Health	
Contact:	Robert Aborillele	
Phone:	212-633-0800	
Completion Date:	4/21/2022	
Owner:	Chapel of Sacred Mirrors	\$5,300.00
Project:	Church of Sacred Mirrors	
Construction Manager:	Chapel of Sacred Mirrors	
Contact:	Brian James	
Phone:	413-320-9242	
Completion Date:	3/31/2022	
Owner:	Daniel Pierce Library	\$3,250.00
Project:	Daniel Pierce Library	
Construction Manager:	Daniel Pierce Library	
Contact:		
Phone:	845-985-7233	
Completion Date:	3/31/2022	

RECENTLY COMPLETED JOBS

MAY 2023

Owner:	Archdiocese of New York	\$51,350.00
Project:	Sacred Heart Church Suffern	
Construction Manager:	Sacred Heart Church	
Contact:	Christine Schnabel	
Phone:	845-357-0035	
Completion Date:	2/21/2022	
Owner:	Bard College	\$12,360.00
Project:	Bostein Library Bard College	
Construction Manager:	Storm King Group, Inc.	
Contact:	Tom Ibarra	
Phone:	845-238-0864	
Completion Date:	1/31/2021	
Owner:	Sullivan County Paving & Construction	\$83,870.00
Project:	Sullivan County Paving	
Construction Manager:	Bernas-Bowdren, LLC.	
Contact:	Joseph Boris	
Phone:	845-932-5222	
Completion Date:	9/24/2021	
Owner:	NYS Bridge Authority	\$178,538.00
Project:	NYSBA MHB & KRB IT Rooms	
Construction Manager:	HVB Construction, Inc.	
Contact:		
Phone:	845-837-1449	
Completion Date:	8/23/2021	
Owner:	Nuvance Health	\$164,900.00
Project:	VBMC Linear Accelerator	
Construction Manager:	Rondack Construction	
Contact:	Sueanne Decker	
Phone:	518-537-9422	
Completion Date:	7/30/2021	
Owner:	St. Luke's Cornwall Hospital	\$123,000.00
Project:	US Vascular Cornwall	
Construction Manager:	CCI Construction, Inc.	
Contact:	David Morse	
Phone:	201-391-2202	
Completion Date:	8/31/2021	

RECENTLY COMPLETED JOBS
MAY 2023

Owner:	Wallkill Public Library	\$31,000.00
Project:	Wallkill Library Reading Room	
Construction Manager:	Barone Construction Group, Inc.	
Contact:	Anthony Barone	
Phone:	845-691-2244	
Completion Date:	11/30/2021	
Owner:		\$97,200.00
Project:	Eastdale Village Bldg B	
Construction Manager:	Hudson Highlands Construction, LLC	
Contact:	Kyle Kirchhoff	
Phone:	845-635-2000	
Completion Date:	10/31/2021	
Owner:	Central Hudson Gas & Electric	\$28,255.00
Project:	CHG&E Elevator Bldg 803	
Construction Manager:	Storm King Group, Inc.	
Contact:	Tom Ibarra	
Phone:	845-457-5552	
Completion Date:	10/31/2021	
Owner:	City of Hudson	\$26,800.00
Project:	City of Hudson Pump Station	
Construction Manager:	Delaware Engineering	
Contact:		
Phone:	518-452-1290	
Completion Date:	8/31/2021	
Owner:	Town of New Windsor	\$43,000.00
Project:	Caesar's Lane WWTP	
Construction Manager:	Town of New Windsor	
Contact:		
Phone:	845-563-4610	
Completion Date:	10/31/2021	
Owner:	Archdiocese of New York	\$69,417.00
Project:	St. Gregory Barbarigo School	
Construction Manager:	Billman Ross & Associates	
Contact:		
Phone:	845-361-3649	
Completion Date:	10/31/2021	

RECENTLY COMPLETED JOBS
MAY 2023

Owner:	Putnam Valley CSD	\$1,223,268.00
Project:	Putnam Valley Middle School	
Construction Manager:	Triton Construction	
Contact:		
Phone:	212-388-5700	
Completion Date:	8/31/2021	
Owner:	Ellenville Regional Hospital	\$10,560.00
Project:	Ellenville Regional DEMO	
Construction Manager:	Marlboro Group International, LLC	
Contact:	Chris Bockus	
Phone:	212-645-2000	
Completion Date:	6/21/2021	
Owner:	All Space Storage	\$37,500.00
Project:	All Space - Kingston	
Construction Manager:	Page Park Associates	
Contact:	Jason Page	
Phone:	845-471-0191	
Completion Date:	7/31/2021	
Owner:	Oakwood Friends School	\$20,442.00
Project:	Oakwood Friends RTU	
Construction Manager:	Rondack Construction, Inc.	
Contact:	Suanne Decker	
Phone:	518-537-9522	
Completion Date:	7/31/2021	
Owner:	Subaru Distributors Corp	\$4,960.00
Project:	SDC Tech Training Facility (Phase 4)	
Construction Manager:	Phelps Construction Group	
Contact:	Jack Carroll	
Phone:	973-402-0004	
Completion Date:	6/14/2021	
Owner:	Wappingers Central School District	\$290,440.00
Project:	Wappingers CSD Bus Garage	
Construction Manager:	Fellenzer Engineerings, LLP	
Contact:	Dan Steinberg	
Phone:	845-343-1481	
Completion Date:	2/28/2021	

RECENTLY COMPLETED JOBS
MAY 2023

Owner:	BOM Newburgh, LLC	\$139,034.08
Project:	Spring Factory - Newburgh	
Construction Manager:	RL Baxter Building Corp	
Contact:	Katelyn Amaral	
Phone:	845-471-1047	
Completion Date:	1/20/2021	
Owner:	Health Quest Systems Inc.	\$335,211.00
Project:	VBMC Pharmacy	
Construction Manager:	RL Baxter	
Contact:	Mike Davis	
Phone:	845-471-1047	
Completion Date:	2/28/2021	
Owner:	Darren Henault Interiors	\$20,715.00
Project:	Amenia Tent Gallery	
Construction Manager:	Rondack Construction, Inc.	
Contact:	Suanne Decker	
Phone:	518-537-9422	
Completion Date:	11/30/2020	
Owner:	LaGrange Association Library	\$32,324.00
Project:	LaGrange Library-Phase 1	
Construction Manager:	Barone Construction Group, LLC	
Contact:	Joseph Barone	
Phone:	914-489-7082	
Completion Date:	10/31/2020	
Owner:	Oakwood Friends School	\$276,000.00
Project:	Oakwood Friends Auditorium	
Construction Manager:	Rondack Construction, Inc.	
Contact:	Nick DiGugno	
Phone:	518-537-9422	
Completion Date:	9/28/2020	
Owner:	National Park Service WASO-WCP Contracting	\$575,000.00
Project:	Rehabilitation of the Roosevelt Home HVAC	
Construction Manager:	RAAD Construction Group, LLC	
Contact:	Zachary Hicks	
Phone:	732-268-7744	
Completion Date:	12/31/2020	

RECENTLY COMPLETED JOBS
MAY 2023

Owner:	Valor Healthcare	\$95,050.00
Project:	Kingston Community Based Outpatient Clinic	
Construction Manager:	SDB Contracting Services	
Contact:	Austin Schmidt	
Phone:	469-619-3753	
Completion Date:	8/19/2020	
Owner:	Wallkill Valley Federal S&L	\$28,000.00
Project:	Wallkill Valley FCU	
Construction Manager:	PW Campbell	
Contact:	Adam Wummer	
Phone:	412-742-1290	
Completion Date:	12/31/2020	
Owner:	Aden Brook Agricultural, LLC	\$111,000.00
Project:	Aden Brook Montgomery	
Construction Manager:	Storm King Group, Inc.	
Contact:	Tom Ibarra	
Phone:	845-457-5552	
Completion Date:	7/31/2020	
Owner:	Boston Beer Corporation	\$57,842.00
Project:	Angry Orchard	
Construction Manager:	Storm King Group Inc.	
Contact:	Gina VanLeuven	
Phone:	845-457-5552	
Completion Date:	11/30/2020	
Owner:	Storm King Art Center	\$15,000.00
Project:	Storm King Art Center Museum	
Construction Manager:	Storm King Group Inc.	
Contact:	Gina VanLeuven	
Phone:	845-457-5552	
Completion Date:	3/20/2020	
Owner:	Butterfield Realty LLC	\$702,200.00
Project:	Butterfield Bldgs. 4, 5, 6	
Construction Manager:	Unicorn Contracting	
Contact:	Michael Guillaro	
Phone:	914-419-4019	
Completion Date:	11/30/2020	

RECENTLY COMPLETED JOBS
MAY 2023

Owner:	State University of New York at New Paltz	\$134,096.00
Project:	Exterior Rehab Various Bldgs. SUNY New Paltz	
Construction Manager:	Bast Hatfield Construction, Inc.	
Contact:	Michael Tooker	
Phone:	518-373-2000	
Completion Date:	11/30/2020	
Owner:	Central Hudson Gas & Electric Corporation	\$1,229,591.98
Project:	CHG&E Building 808	
Construction Manager:	PC Construction Company	
Contact:	Michael Snyder	
Phone:	845-235-4406	
Completion Date:	12/31/2020	
Owner:	Health Quest Systems, Inc.	\$174,260.00
Project:	HQ Putnam Hospital GME	
Construction Manager:	RL Baxter Building Corp.	
Contact:	Michael Davis	
Phone:	845-471-1047	
Completion Date:	1/16/2020	
Owner:	Irvington Presbyterian Church	\$192,819.60
Project:	Irvington Presbyterian Church	
Construction Manager:	Ferguson Malone	
Contact:	Earl Ferguson	
Phone:	914-591-5066	
Completion Date:	3/31/2020	
Owner:	Mirbeau of Rhinebeck, LLC	\$2,037,892.82
Project:	Mirbeau Inn & Spa - Rhinebeck	
Construction Manager:	PC Construction	
Contact:	Gabrielle Marcigliano	
Phone:	845-765-6152	
Completion Date:	5/31/2020	
Owner:	West Point United States Military Academy	\$1,269,675.17
Project:	West Point Anderson Athletic Center	
Construction Manager:	Consigli	
Contact:	Nolan Sherman	
Phone:	845-554-1864	
Completion Date:	3/31/2020	

RECENTLY COMPLETED JOBS
MAY 2023

Owner:	NYS Thruway Authority	\$255,470.00
Project:	Harriman Toll Plaza	
Construction Manager:	Montesano Bros., Inc.	
Contact:	Keith Newkirk	
Phone:	914-235-4800	
Completion Date:	5/31/2019	
Owner:	Health Quest Systems Inc.	\$174,216.00
Project:	HQ Putnam Hospital GME	
Construction Manager:	Baxter Built	
Contact:	Gabe Morales	
Phone:	845-471-1047	
Completion Date:	3/31/2019	
Owner:	New York Presbyterian	\$259,340.00
Project:	NYP - HVH	
Construction Manager:	RL Baxter Building Corp.	
Contact:	Michael Davis	
Phone:	845-471-1047	
Completion Date:	8/31/2018	
Owner:	Millbrook School	\$169,410.00
Project:	Millbrook Schoolhouse Reno	
Construction Manager:	Consigli	
Contact:	Tim Barry	
Phone:	845-635-1800	
Completion Date:	8/31/2018	
Owner:	Page Park Associates	\$158,577.00
Project:	Poughkeepsie Journal County Office	
Construction Manager:	Mid Hudson Construction Management	
Contact:	Martin B. Berenson	
Phone:	845-298-9230	
Completion Date:	12/31/2018	
Owner:	Crystal Run Village, Inc.	\$531,860.00
Project:	Crystal Run Village - Middletown	
Construction Manager:	Storm King Group Inc.	
Contact:	Timothy Leiching	
Phone:	845-457-5552	
Completion Date:	9/30/2019	

RECENTLY COMPLETED JOBS
MAY 2023

Owner:	Stanford Free Library	\$225,464.00
Project:	Stanford Library - Stanfordville	
Construction Manager:	Consigli	
Contact:	Danielle Millet	
Phone:	845-417-7377	
Completion Date:	7/31/2019	
Owner:	Health Quest Systems, Inc.	\$188,490.00
Project:	HQ NDH GME	
Construction Manager:	Rondack Construction, Inc.	
Contact:	Sueanne Decker	
Phone:	518-537-9422	
Completion Date:	5/31/2019	
Owner:	Health Quest Systems, Inc.	\$332,562.00
Project:	HQ VBMG GME	
Construction Manager:	RL Baxter Building Corp.	
Contact:	Michael Davis	
Phone:	845-471-1047	
Completion Date:	4/30/2019	
Owner:	Health Quest Systems, Inc.	\$439,608.00
Project:	NDH IR Reno- Rhinebeck	
Construction Manager:	Rondack Construction, Inc.	
Contact:	Suanne Decker	
Phone:	518-537-9422	
Completion Date:	7/31/2018	
Owner:	Butterfield Realty, LLC.	\$389,363.00
Project:	Butterfield Bldg. 3- Cold Spring	
Construction Manager:	DJ Heating & Air Conditioning, Inc.	
Contact:	John Nolterieke	
Phone:	845-236-4436	
Completion Date:	7/31/2019	
Owner:	County of Ulster	\$222,549.00
Project:	Truck Maintenance Shop - Kingston	
Construction Manager:	DJ Heating & Air Conditioning, Inc.	
Contact:	John Nolterieke	
Phone:	845-236-4436	
Completion Date:	5/31/2019	

RECENTLY COMPLETED JOBS
MAY 2023

Owner: Town of Highland \$220,875.00
Project: Town of Highland Sullivan Co. Highway Garage
Construction Manager: Laberge Group
Contact: James C. Clarke
Phone: 315-272-6842
Completion Date: 11/30/2019

Owner: Subaru Distributors Corp. \$579,550.00
Project: Subaru Parts Distributors- Goshen
Construction Manager: Phelps Construction Group
Contact: Brendan Trotta
Phone: 973-402-0004
Completion Date: 9/30/2019

Owner: Dunning Hospitality, LLC \$586,174.00
Project: Tru by Hilton - Middletown
Construction Manager: BBL Construction Services, LLC
Contact: Mark Gambacorta
Phone: 518-452-8200
Completion Date: 5/31/2019

Owner: Orange County Ironworks \$870,400.00
Project: Orange County Ironworks
Construction Manager: Orange County Ironworks
Contact: Dan Teutul
Phone: 845-769-3000
Completion Date: 10/31/2019

RESOLUTION NO.: 247 - 2023

OF

DECEMBER 11, 2023

A RESOLUTION AUTHORIZING THE AWARD OF A BID AND THE EXECUTION OF
A CONTRACT WITH TWP PLUMBING & HEATING, INC. FOR
THE PLUMBING CONSTRUCTION OF THE DELANO-HITCH RECREATION PARK
AQUATIC CENTER IMPROVEMENTS PROJECT
IN AN AMOUNT NOT TO EXCEED \$846,000.00

WHEREAS, the City of Newburgh has duly advertised for bids for the plumbing construction of the Delano-Hitch Recreation Park Aquatic Center Improvements Project; and

WHEREAS, bids have been duly received and opened and TWP Plumbing & Heating, Inc. is the low bidder with a bid amount of \$846,000.00; and

WHEREAS, funding for such project shall be derived from American Rescue Plan Act and bond funding;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for plumbing construction of the Delano-Hitch Recreation Park Aquatic Center Improvements Project be and it hereby is awarded to TWP Plumbing & Heating, Inc. in an amount not to exceed \$846,000.00, and that the City Manager be and he is hereby authorized to enter into a contract for such work in this amount.

NOTICE TO BIDDERS

INVITATION FOR BIDS

for

Delano-Hitch Recreation Park Aquatic Center Improvements

Bid No. 12.23

City of Newburgh, Orange County, New York

Sealed Bids will be received by City Comptroller Janice Gaston in her office located at 83 Broadway, 4th Floor, Newburgh, NY 12550 until 11:00 a.m. (local time), Thursday, November 9, 2023, at which time they will be publicly opened and read aloud.

The City of Newburgh plans for the construction of a new pool, pool house, splash pad, and parking lot at the Delano-Hitch Recreation Park Aquatic Center located at 375 Washington Street, Newburgh, New York. This project is subject to New York State Department of Labor Prevailing Wage rates and requires submission of original certified payrolls as a condition for payment. A Pre-Bid Site Visit Meeting is scheduled for Friday, October 13, 2023 at 9:00 a.m. at the project site. Contractor attendance is strongly encouraged.

The Work will be substantially complete by Tuesday April 1, 2025; completed and ready for final payment within ninety (90) days. The Scope of Work includes providing all labor, materials, machinery, tools, equipment, and other means of construction necessary and incidental to the completion of the Work shown on the plans and described in the specifications including, but not necessarily limited to the construction of a new pool, pool house, splash pad, and parking lot.

Complete sets of the drawings, specifications, and bid forms, becoming available to the public on Thursday, October 5, 2023 may be viewed and downloaded at no charge by visiting the Empire State Purchasing Group website at: www.BidNetDirect.com/new-york/city-of-newburgh, selecting the "Open Solicitations" tab and title of solicitation. Vendors may have to register if visiting this site for the first time. Prospective Bidders must obtain all Bid Documents, including Addenda and other Bid correspondence, from the Empire State Purchasing Group's website in order to be considered an official Plan Holder. Bids received from Contractors that are not considered an official Plan Holder shall not be accepted by the City of Newburgh.

Any questions and/or inquiries regarding the contract plans and/or specifications must be directed, in writing, to the City's Consultant Project Manager Jonathan DiRocco, AIA at JDiRocco@CPLteam.com on or before 5:00 p.m., EST, Tuesday, October 24, 2023. Addenda will be posted on BidNet for Contractor download and in the New York State Contract Reporter (notification only). Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Bidders shall promptly notify the City of any errors, omissions, conflicts, ambiguity, etc. in/among the Bid Documents.

All Bids must be made on the official Bid Form or an exact copy by reproduction thereof. All Bids must be in original form and signed in blue ink, except for a Notary Public. Photocopies will not be accepted and will result in a rejection of the Bid. All documents must be enclosed in a sealed envelope with the following information *clearly marked* on the front of the envelope:

- Bidder name and address
- BID ENCLOSED: #12.23 for Delano-Hitch Recreation Park Aquatic Center Improvements
- Bid for: GC, PC, MC or EC (Write only one, provide separate packages if bidding multiple contracts)
- Date and time of Bid Deadline

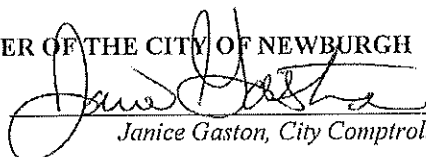
This is a lump sum price bid as described in the Instructions to Bidders. No Bidder may withdraw his or her Bid within forty-five (45) calendar days after the actual date of the opening thereof. Each Bid must be accompanied by a bid security in the amount of five (5) percent of the base bid in accordance with the Instructions to Bidders. Successful Bidders will be required to provide performance and payment bonds in the full amount of the contract price, proof of appropriate insurance, and execute contracts prior to commencement of work and shall also be required to comply with all provisions of the Federal Government Equal Employment Opportunity clauses issued by the Secretary of Labor on May 21, 1968 and published in the Federal Register (41CFR Part 60-1, 33 F.2 7804).

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

OWNER:	Contact:	CONSULTANT:	Contact:
City of Newburgh	Jason Morris	CPL Architects, Engineers, Landscape	Jonathan DiRocco, AIA
83 Broadway	Commissioner of Public	Architect and Surveyor, D.P.C.	
Newburgh, NY 12550	Works/City Engineer	26 IBM Road	Project Manager
		Poughkeepsie, NY 12601	

BY ORDER OF THE CITY OF NEWBURGH

By:


Janice Gaston, City Comptroller

Dated: Wednesday, October 4, 2023

City of Newburgh - An Equal Opportunity Employer

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

Unofficial Bid Tabulation

City of Newburgh, NY

Project: 12.23 - Delano-Hitch Recreation Park Aquatic Center Improvements

Bid Opening: Thursday, November 9, 2023 at 11:00 a.m., (local time)

GENERAL CONTRACT	Lump Sum Bid Price (including allowance)	Alternate No. #1	Combined Total
* Empire Core Group, LLC	\$6,400,000.00	\$40,000.00	\$6,440,000.00 * Withdrew Bid on 11/13/23
Butler Construction Group, Inc.	\$9,994,210.00	\$30,000.00	\$10,024,210.00
UniMak, LLC	\$9,857,000.00	\$357,000.00	\$10,214,000.00
Pierotti Corp.	\$10,237,900.00	\$60,000.00	\$10,297,900.00
Coppola Services, Inc.	\$13,389,890.00	\$469,666.00	\$13,859,556.00

MECHANICAL CONTRACT	Lump Sum Bid Price
DJ Heating & Air Conditioning, Inc.	\$320,000.00

PLUMBING CONTRACT	Lump Sum Bid Price
TWP Plumbing & Heating, Inc.	\$846,000.00

ELECTRICAL CONTRACT	Lump Sum Bid Price
No Bids	To Bid Rebid December 2023



November 27, 2023

Jason C. Morris, PE
Commissioner of Public Works and City Engineer
City of Newburgh
83 Broadway
Newburgh, NY 12550

**Re: Delano- Hitch Recreation Aquatic Center Improvements – Recommendation For Bid
Award For Plumbing (PC) Contract**

Dear Mr. Morris:

We have reviewed the apparent lowest bidder TWP Plumbing and Heating Inc.'s bid package and confirmed that they are confident they can complete the work for the lump sum price \$846,000.00 they provided. We do want to point out that they did provide a Bid Form, but it was not signed in blue ink. They did complete all other required documents (signed and notarized where required), and this should not affect their price. It is our recommendation that you award the Plumbing (PC) contract to TWP Plumbing and Heating Inc.

Very truly yours,

Jonathan DiRocco, AIA
Senior Architectural Project Manager

TWP Plumbing & Heating, Inc.
57 S. Central Avenue
Elmsford, NY 10523

Project: Delano-Hitch Recreation Park

Bid no. 12.23

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

Contact: Plumbing (PC)

TWP Plumbing & Heating, Inc.
57 S. Central Avenue
Elmsford, NY 10523

RVV
11/9/2023
10:40 A.M.

SECTION 00 41 13

BID FORM

Project Identification: Delano-Hitch Recreation Park Aquatic Center Improvements

Contract Identification And Number: Bid No. 12.23

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

Bid For: Delano-Hitch Recreation Park Aquatic Center Improvements (check one below)

- ☐ General Trades (GC)
☒ Plumbing Work (PC)
☐ Mechanical (HVAC) Work (MC)
☐ Electrical Work (EC)

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

List Addenda by Addendum Number and Date:

#1	10/19/23
#2	11/2/23

- b. BIDDER has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Work. Alternatively, in lieu of such, do solely and completely accept all risks inherent in not doing so.
 - c. BIDDER is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
 - d. BIDDER has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities) which have been provided in paragraph 4.2 of the General Conditions. BIDDER accepts the determination set forth in paragraph 4.2 of the General Conditions of the extent of the "technical data" contained in such reports and drawings upon which BIDDER is entitled to rely as provided in paragraph 4.2 of the General Conditions. BIDDER acknowledges that such reports and drawings are not Contract Documents and may not be complete for BIDDER's purposes. BIDDER acknowledges that OWNER and ENGINEER do not assume

responsibility for the accuracy or completeness of information and data shown or indicated in the Bid Documents with respect to underground facilities at or contiguous to the site. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.

- e. BIDDER is aware of the general nature of Work to be performed by OWNER and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- f. BIDDER acknowledges that all allowances, pursuant to their Contract, have been included in the Base Bid. Should the following allowance(s) exceed, or be less than, the cost of selected items, the difference in cost shall be added to, or credited to, the Owner's Contract. Refer to Specification Section 012100 "Allowances" for description of each allowance.

General Trades (GC)	Allowance Amount: 5% of base bid.
Plumbing Work (PC)	Allowance Amount: 5% of base bid.
Mechanical (HVAC) Work (MC)	Allowance Amount: 5% of base bid.
Electrical Work (EC)	Allowance Amount: 5% of base bid.

- g. BIDDER has correlated the information known to BIDDER, information and observation obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
 - h. BIDDER has given OWNER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
 - i. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and, BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
 - j. Any other representation required by Laws and Regulations.
4. BIDDER will complete the Work in accordance with the Contract Documents for the following price(s). The Lump Sum Bid Price shall be the cost of the Work for the Project outlined and described in all of the Contract. The City shall make the determination post bid as to how to proceed based upon the bid proposals.

LUMP SUM BID PRICE (INCLUDING ALLOWANCE):

<u>Eight hundred Forty Six thousand</u>	<u>\$ 846,000⁰⁰</u>
<i>Written or Typed in Text</i>	<i>Numerical</i>

ALTERNATE #1:

<u>N/A</u>	<u>\$ _____</u>
<i>Written or Typed in Text</i>	<i>Numerical</i>

5. BIDDER agrees that the Work will be substantially complete and ready for final payment in accordance with paragraph 14.13 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

6. The following documents are attached to and made a condition of this Bid:

- a. Resolution of Board of Directors
- b. Non-Collusion Bidding Affidavit
- c. Required BIDDER's Qualification Statement with supporting data
- d. Affidavit of Workers' Compensation
- e. Iranian Energy Sector Divestment

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

57 S. Central Ave
Elmsford NY 10523

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

SUBMITTED on: November 9 2023
Month Day Year

State Contractor License No.: 1444

If BIDDER is:

An Individual

By: _____
Individual's Name

Seal

Doing business as _____

Business Address: _____

Phone Number: _____

A Partnership

By: _____
Firm Name

Seal

General Partner _____

Business Address: _____

Phone Number: _____

→ **A Corporation**

By: TWP Plumbing & Heating Inc
Corporation Name

Seal

State of Incorporation: New York

Authorized Signatory: _____ Title: President

Attestation: _____
Secretary

Seal

Business Address: 57 S. Central Ave Elmsford NY 10523

Phone Number: 914-834-6381 or 914-438-0747

Date qualified to do business: March 13 1989

A Joint Venture

By: _____
Individual's Name

Seal

Address: _____

By: _____
Individual's Name

Seal

Address: _____

Official Communications Address: _____

Official Communications Phone Number: _____

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

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SECTION 00 43 13.13
BID BOND
Delano-Hitch Recreation Park Aquatic Center Improvements
Bid No. 12.23
City of Newburgh, New York

BIDDER, Name and Address:

TWP Plumbing & Heating, Inc.

57 S. Central Avenue

Elmsford, NY 10523

SURETY, Name and Address of Principal Place of Business:

Travelers Casualty and Surety Company of America

One Tower Square

Hartford, CT 06183

OWNER, Name and Address:

City of Newburgh

83 Broadway, 4th Floor

Newburgh, NY 12550

BID:

Due Date: Thursday, November 9,
2023

Project, brief description and location:

Delano-Hitch Recreation Park Aquatic Center Improvements

located at 375 Washington Street

BOND:

Bond Number: n/a

Date, no later than Bid Due Date: November 9, 2023

Penal Sum: Five Percent of Amount Bid ----(5%)----

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

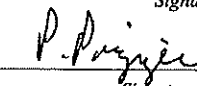
BIDDER:

TWP Plumbing & Heating, Inc.

Bidder's Name and Corporate Seal

By:  President

Signature and Title

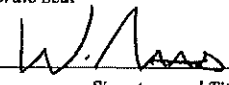
Attest: 

Signature and Title

SURETY, attached power of attorney:

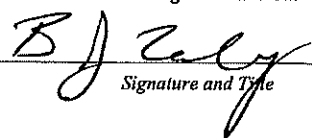
Travelers Casualty and Surety Company of America

Surety's Name and Corporate Seal

By: 

Signature and Title

William D. Haas,
Attorney-in-Fact

Attest: 

Signature and Title

Benedict J. Tockarszewsky,
Attorney-in-Fact

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

SECTION 00 43 13.135

CERTIFIED COPY OF RESOLUTION
OF

BOARD OF DIRECTORS

Delano-Hitch Recreation Park Aquatic Center Improvements

Bid No. 12.23

City of Newburgh, New York

TWP Plumbing & Heating inc.
Name of Corporation

Resolved that Steve Pirzinger President
Authorized Signatory *Title*

of TWP Plumbing & Heating inc Authorized to sign and submit the Bid of the Corporation for
Name of Corporation

the following project: Delano-Hitch Recreation Park Aquatic Center Improvements
and to include in such Bid the Certificate as to Non-Collusion, and for any inaccuracies or misstatements in such Certificate this
Corporate Bidder shall be liable under the penalties of perjury.

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

TWP Plumbing & Heating inc
Name of Corporation

At a meeting of its Board of Directors held on the 8 day of November 20 23

By: Steve Pirzinger Title: President

Seal

This form must be completed if the Bidder is a Corporation

This page has been intentionally left blank.

Individual Acknowledgment

State of _____

County of _____

On this _____ day of _____, 20____, before me personally came _____ to me known, and known to me to be the individual in and who executed the foregoing instrument, and acknowledged to me that he/she executed the same.

My commission expires _____
Notary Public

Corporation Acknowledgment

State of New York
County of Westchester

On the 8 day of November, 2023 before me personally came Steve Pirzinger to me known; who being by me duly sworn, did depose and say that he/she/they reside(s) in 575 Central Ave Elmsford NY 10523 that he/she/they is (are) the President of the Twp Plumbing & Heating, the corporation described in and which executed the above instrument; that he/she/they know(s) the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that he/she/they signed his/her/their name(s) thereto by like authority.

My commission expires 11/09/24
Notary Public



Surety Acknowledgment

State of New York

County of Westchester

On the 9th day of November, 2023 personally came William D. Haas to me known, who being by me duly sworn did depose and say that he/she is an Attorney-in-Fact of Travelers Casualty and Surety Company of America in and which executed the above Instrument know(s) the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he/she/they signed the said instrument and affixed the said seal as Attorney-in-fact by authority of the Board of Directors of said corporation and by authority of this office under the standing resolution thereof.

My commission expires 4-7-2023

Jesse Engel
Notary Public

JESSE ENGEL
Notary Public, State of New York
No. 01EN0005308
Qualified in Westchester County
Commission Expires 4/07/2027



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

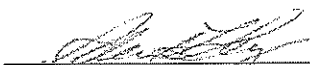
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **William D. Haas** of **Rye, NY**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By: 

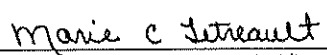
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

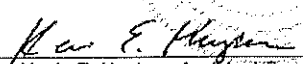
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 9th day of November, 2023




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2022

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
BONDS	\$ 4,780,996,790	LOSSES	\$ 1,386,257,132
STOCKS	102,839,111	LOSS ADJUSTMENT EXPENSES	133,864,803
CASH AND INVESTED CASH	20,110,068	COMMISSIONS	55,456,724
OTHER INVESTED ASSETS	5,661,540	OTHER EXPENSES	49,033,047
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	25,805,872	TAXES, LICENSES AND FEES	16,807,425
INVESTMENT INCOME DUE AND ACCRUED	42,265,766	REINSURANCE PAYABLE ON PAID LOSSES AND LOSS ADJ EXPENSES	(1,738,793)
PREMIUM BALANCES	308,425,453	UNEARNED PREMIUMS	1,394,161,189
REINSURANCE RECOVERABLE	57,054,515	ADVANCE PREMIUM	3,880,400
NET DEFERRED TAX ASSET	68,131,600	POLICYHOLDER DIVIDENDS	18,122,229
CURRENT FEDERAL AND FOREIGN INCOME TAXES RECOVERABLE AND INTEREST	3,250,318	CEDED REINSURANCE NET PREMIUMS PAYABLE	73,928,911
GUARANTY FUNDS RECEIVABLE OR ON DEPOSIT	1,059,482	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	23,686,276
RECEIVABLE FROM PARENTS, SUBSIDIARIES AND AFFILIATES	14,886,600	REMITTANCES AND ITEMS NOT ALLOCATED	5,082,055
OTHER ASSETS	663,374	PROVISION FOR REINSURANCE	8,464,384
		PAYABLE FOR SECURITIES LENDING	25,805,872
		RETROACTIVE REINSURANCE RESERVE ASSUMED	705,441
		OTHER ACCRUED EXPENSES AND LIABILITIES	188,614
		TOTAL LIABILITIES	\$ 3,190,685,707
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	493,803,760
		OTHER SURPLUS	1,809,161,022
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,249,444,782
TOTAL ASSETS	\$ 5,440,130,489	TOTAL LIABILITIES & SURPLUS	\$ 5,440,130,489

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) ss.
CITY OF HARTFORD)

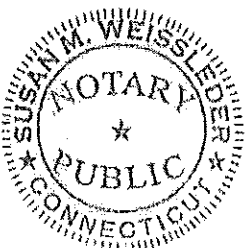
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT - FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA,
AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID
COMPANY AS OF THE 31ST DAY OF DECEMBER, 2022.

Michael J. Doody
VICE PRESIDENT - FINANCE

SUBSCRIBED AND SWORN TO BEFORE ME THIS
17TH DAY OF MARCH, 2023

Susan M. Weissleder
NOTARY PUBLIC

SUSAN M. WEISSLEDER
Notary Public
My Commission Expires November 30, 2027



SECTION 00-43 13.14

BIDDER'S QUALIFICATION QUESTIONNAIRE

Delano-Hitch Recreation Park Aquatic Center Improvements

Bid No. 12.23

City of Newburgh, Orange County, New York

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

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

in years: 34

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

See Attached

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

<u>Dutchess Stadium</u>	<u>- \$1,400,000</u>	<u>70%</u>
<u>Pelham Municipal Building</u>	<u>\$1,000,000</u>	<u>10%</u>
<u>Briarcliff High School</u>	<u>- \$330,000</u>	<u>75%</u>

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

yes, New York State
Relationship with owner
low bid contract

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

all Tools necessary to complete work

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

None

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

yes

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

Surety Tina Castiello - Travelers - 914-459-6246
Bank Clarence Williams - Chase - 914-993-7958
Supplier Leslie Vaughn Wilson - Ferguson 718-472-6374

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

Attached

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

The business is a

S Corp

Type of Legal Entity

The address of principal place of business is:

57 S. Central Ave
Elmsford NY 10523

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

Steve Pirzinger

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SECTION 00 43 13.15

AFFIDAVIT - WORKERS' COMPENSATION

Delano-Hitch Recreation Park Aquatic Center Improvements

Bid No. 12.23

City of Newburgh, Orange County, New York

STATE OF: newyork

)

) SS:

County of: westchester

)

I, Steve Pirzinger of the Town, Village, City of Elmstord

in the County of Westchester and the State of New York

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

I am President, an officer of the firm of TWP Plumbing & Heating inc.

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

TWP Plumbing & Heating inc

Contractor Name

Subscribed and sworn to

Steve Pirzinger

Name of Affiant

President

Title of Affiant

Signature of Affiant (in blue ink)

before me this 8 day of November, 2023

Notary Public of Westchester

My commission expires: 11/09/2024

Notary Signature:

Mary N. Estevez

Affix Notary Seal Below



This Affidavit must be completed by all Bidders

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SECTION 00 43 15

NON-COLLUSION BIDDING AFFIDAVIT

Delano-Hitch Recreation Park Aquatic Center Improvements

Bid No. 12.23

City of Newburgh, Orange County, New York

STATE OF: new york.

)

) SS:

County of: westchester

)

I, Steve Pirzinger of the Town, Village, City of Elmsford
in the County of Westchester and the State of New York

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

I am President, an officer of the firm of TWP Plumbing & Heating inc.

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

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

commercial or selling agencies maintained by

TWP Plumbing & Heating inc.

Contractor Name

Subscribed and sworn to

Steve Pirzinger
Name of Affiant

President

Title of Affiant

[Signature]
Signature of Affiant (in blue ink)

before me this 8 day of November 2023

Notary Public of Westchester

My commission expires: 11/09/2024

Notary Signature: Mary N. Estey

Affix Notary Seal or Stamp below



This Affidavit must be completed by all Bidders

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SECTION 00 43 15 - 2

SECTION 00 43 20

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

IRANIAN ENERGY SECTOR DIVESTMENT ACT AFFIDAVIT

Delano-Hitch Recreation Park Aquatic Center Improvements

Bid No. 12.23

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

3 Name: Steve Pirzinger Title: President

Signature: _____

Date: 11/8/23

Company
Name: Twp Plumbing & Heating inc.

STATE OF: new york.

) SS:

County of: westchester

Subscribed and sworn to

Steve Pirzinger

Name of Affiant

President

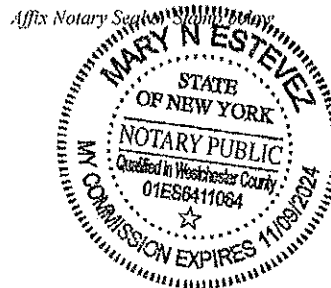
Title of Affiant

before me this 8 day of November 2023

Notary Public of Westchester

My commission expires: 11/09/2024

Notary Signature: [Signature]



This Affidavit must be completed by all Bidders

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TWP PLUMBING & HEATING, INC.

Financial Statements

Year Ended December 31, 2022

TWP PLUMBING & HEATING, INC.

Table of Contents

December 31, 2022

	<u>Page</u>
INDEPENDENT ACCOUNTANT'S REVIEW REPORT	1
FINANCIAL STATEMENTS:	
Balance Sheet as of December 31, 2022	2-3
For the Year Ended December 31, 2022	
Statement of Income	4
Statement of Retained Earnings	5
Statement of Cash Flows	6
Notes to Financial Statements	7-11
SUPPLEMENTARY INFORMATION AS OF AND FOR THE YEAR ENDED DECEMBER 31, 2022	
Independent Accountant's Review Report on Supplementary Information	12
Schedule 1 - Statement of Contracts Receivable	13
Schedule 2 - Statement of Operating Expenses	14
Schedule 3 - Statement of Contracts Status - Surety Format	15



Stephen P. Pryor

CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT ACCOUNTANT'S REVIEW REPORT

To Management
TWP Plumbing & Heating, Inc.
Elmsford, New York

We have reviewed the accompanying financial statements of TWP Plumbing & Heating, Inc., (an S corporation) which comprise the balance sheet as of December 31, 2022, and the related statements of income, retained earnings and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

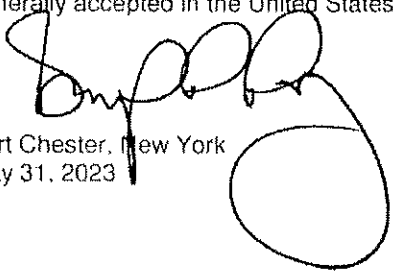
Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.


Port Chester, New York
May 31, 2023

Page 1

TWP PLUMBING & HEATING, INC.
Balance Sheet
As of December 31, 2022
See Independent Accountant's Review Report

A S S E T S

CURRENT ASSETS

Contracts receivable - Note B & Schedule 1	\$ 2,276,879
Prepaid expenses	62,237
Costs and estimated earnings in excess of billings on uncompleted contracts - Note C & Schedule 3	<u>598,975</u>
Total Current Assets	<u>2,938,091</u>

FIXED ASSETS - Note D

Office equipment	14,312
Machinery & equipment	33,391
Trucks & automobiles	<u>147,087</u>
	194,790
Less accumulated depreciation	<u>144,456</u>
Total Fixed Assets	<u>50,334</u>

TOTAL ASSETS

2,988,425

The accompanying notes are an integral part of these financial statements.



TWP PLUMBING & HEATING, INC.
Balance Sheet
As of December 31, 2022
See Independent Accountant's Review Report

LIABILITIES & SHAREHOLDER'S EQUITY

CURRENT LIABILITIES

Cash overdrawn	\$ 1,721
Accounts payable	150,778
Accrued expenses	13,450
Payroll and sales tax payable	1,196
Current portion of long-term debt - Note E	14,143
Billings in excess of costs and estimated earnings on uncompleted contracts - Note C & Schedule 3	<u>12,867</u>
Total Current Liabilities	<u>194,155</u>

LONG-TERM DEBT - less current portion - Note E 7,401

SHAREHOLDER'S EQUITY

Common stock, \$10 par value, 100 shares authorized, issued and outstanding	1,000
Retained earnings	<u>2,785,869</u>
Total Shareholder's Equity	<u>2,786,869</u>

TOTAL LIABILITIES & SHAREHOLDER'S EQUITY 2,988,425

The accompanying notes are an integral part of these financial statements.



TWP PLUMBING & HEATING, INC.
Statement of Income
For the Year Ended December 31, 2022
See Independent Accountant's Review Report

CONTRACT REVENUES EARNED	\$ 4,184,340
COST OF REVENUES EARNED	<u>2,595,890</u>
GROSS INCOME - Schedule 3	1,588,450
OPERATING EXPENSES - Schedule 2	<u>440,861</u>
INCOME FROM OPERATIONS	1,147,589
OTHER INCOME - Interest	<u>138</u>
INCOME BEFORE INCOME TAXES	1,147,727
INCOME TAXES - Note I	<u>40,785</u>
NET INCOME	<u>1,106,942</u>

The accompanying notes are an integral part of these financial statements.



TWP PLUMBING & HEATING, INC
Statement of Retained Earnings
For the Year Ended December 31, 2022
See Independent Accountant's Review Report

ACCUMULATED ADJUSTMENTS ACCOUNT

Balance as of December 31, 2021	\$ 2,268,553
Net income for the year	<u>1,106,942</u>
	3,375,495
Distributions to shareholder's	<u>(589,626)</u>
Balance as of December 31, 2022	<u>2,785,869</u>

The accompanying notes are an integral part of these financial statements.



TWP PLUMBING & HEATING, INC.
Statement of Cash Flows
For the Year Ended December 31, 2022
See Independent Accountant's Review Report

CASH FLOWS FROM OPERATING ACTIVITIES:

Net Income	\$ 1,106,942
Adjustments to reconcile net income to net cash provided by operating activities	
Depreciation	16,809
Increase in contracts receivable	(396,874)
Increase in prepaid expenses	(35,033)
Decrease in accounts payable	(15,872)
Increase in accrued expenses	2,700
Increase in payroll & sales tax payable	31,034
Decrease in costs and estimated earnings on uncompleted contracts	<u>(159,615)</u>
Net Cash Provided by Operating Activities	<u>550,091</u>

CASH FLOWS FROM INVESTING ACTIVITIES:

Distributions to shareholder	<u>(589,626)</u>
Net Cash Used in Investing Activities	<u>(589,626)</u>

CASH FLOWS FROM FINANCING ACTIVITIES:

Repayment of notes payable	<u>(23,082)</u>
Net Cash Used in Financing Activities	<u>(23,082)</u>

Net Decrease in Cash (62,617)

CASH, At December 31, 2021 60,896

CASH, At December 31, 2022 (1,721)

Supplemental Disclosures:

Interest paid during the year	\$ 918
Income taxes paid during the year	\$ 70,012

The accompanying notes are an integral part of these financial statements.



TWP PLUMBING & HEATING, INC.
Notes to Financial Statements
As of December 31, 2022

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING PRINCIPLES:

Nature of Business

TWP Plumbing & Heating, Inc. is a contractor engaged primarily in the installation, maintenance, and repair of plumbing and heating systems in the New York Metropolitan area. The Corporation was organized in the State of New York on April 1, 1989 and is owned by the sole shareholder, Stephen Pirzinger.

Basis of Accounting

The Company's policy is to prepare its financial statements on the percentage of completion method, measured by the percentage of cost incurred to date to estimated total cost for each contract. The method is used because management considers total cost to be the best available measure of progress on the contracts.

Contract costs include all direct materials, labor costs, subcontracting and those indirect costs related to contract performance such as supplies, tools, repairs, transportation, insurance and payroll taxes. General and administrative costs are charged to expenses as incurred. Provision for estimated losses on uncompleted contracts are made in the period in which such losses are determined. Changes in job performance, job conditions, and estimated profitability may result in revisions to costs and income, which are recognized in the period in which the revisions are determined.

The asset, "Costs and estimated earnings in excess of billings on uncompleted contracts," represents revenues recognized in excess of amounts billed. The liability, "Billings in excess of costs and estimated earnings on uncompleted contracts," represents billings in excess of revenues recognized.

Cash Equivalents

The company considers all highly liquid debt instruments with an original maturity of three months or less to be cash equivalents.

S Corporation - Income Tax Status

The Company, with the consent of its sole shareholder, has elected under the Internal Revenue Code to be an S corporation. In lieu of corporate income taxes, the shareholders of an S corporation are taxed on their proportionate share of the Company's taxable income. Therefore no provision or liability for federal income taxes has been included in the financial statements.



TWP PLUMBING & HEATING, INC.
Notes to Financial Statements
As of December 31, 2022

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING PRINCIPLES:

Concentrations of Credit Risk

The Company maintains its cash balances in one financial institution located in Elmsford, New York. The balances are insured by the Federal Deposit Insurance Corporation up to \$ 250,000.

Contracts Receivable

Contracts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to earnings and a credit to a valuation allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to contracts receivable.

Advertising

The Company expenses advertising costs as they are incurred the first time advertising takes place.

Presentation of Sales Taxes

The State of New York imposes sales tax at various rates based on the jurisdiction of where the sale takes place. The Company collects sales tax from customers and remits the entire amount to the State. The Company's accounting policy is to exclude the tax collected and remitted to the State from revenues and cost of merchandise sold.

Date of Management's Review

Management has evaluated subsequent events through May 31, 2023, the date which the financial statements were available to be issued.



TWP PLUMBING & HEATING, INC.
Notes to Financial Statements
As of December 31, 2022

NOTE B - CONTRACTS RECEIVABLE:

Contracts receivable as of December 31, 2022 includes the following:

Current due	\$ 1,901,417
Retainages	<u>375,462</u>
	<u>2,276,879</u>

Management believes the contracts receivable are fully collectible and no allowance has been provided for possible losses.

NOTE C - COSTS & ESTIMATED EARNINGS ON UNCOMPLETED CONTRACTS:

Costs incurred on uncompleted contracts	\$ 2,872,358
Estimated earnings	<u>1,543,001</u>
	4,415,359
Less billings to date	<u>3,829,251</u>
	<u>586,108</u>

Included in the accompanying balance sheet under the following captions:

Costs and estimated earnings in excess of billings on uncompleted contracts	\$ 598,975
Billings in excess of costs and estimated earnings on uncompleted contracts	12,867

NOTE D - FIXED ASSETS:

Depreciation of the fixed assets are calculated by the straight line method for financial reporting purposes at rates on the following estimated useful lives:

Office equipment	5 - 7 years
Machinery & equipment	5 - 7 years
Trucks & automobiles	5 - 7 years

Expenditures for major renewals and betterments that extend the useful lives of property and equipment are capitalized. Expenditures for maintenance and repairs are charged to expense as incurred.



TWP PLUMBING & HEATING, INC
Notes to Financial Statements
As of December 31, 2022

NOTE E - LONG-TERM DEBT:

Long-term debt as of December 31, 2022 consists of the following

Note payable to BMW Financial Services, payable in monthly installments of \$ 1,233, plus interest at 1.9%, final payment due October 2025, collateralized by 2020 BMW X7.	\$ 21,544
Less current portion	<u>14,143</u>
Long-term debt	<u>7,401</u>

NOTE F - LEASES:

The Company conducts its operations from a facility that is leased from 57 South Central Avenue Associates LLC, in Elmsford, New York. The space was leased for the year at a net cost of \$ 66,000.

Minimum future office lease payments for the next fiscal year and in the aggregate are as follows:

<u>Fiscal Year</u>	<u>Amount</u>
2023	\$ 66,000
2024	66,000
2025	66,000
2026	66,000
2027	66,000

NOTE G - CONTINGENCIES & COMMITMENTS:

Contingent liabilities included the usual liability of contractors for the performance and completion of construction contracts. No provision has been made for warranty obligations on the contracts completed and the contracts in progress as of December 31, 2022.



TWP PLUMBING & HEATING, INC.
Notes to Financial Statements
As of December 31, 2022

NOTE H - RELATED PARTY TRANSACTIONS

The Company conducts its operations from a facility that is leased from an affiliated party in Elmsford, New York. The sole shareholder of TWP Plumbing & Heating, Inc. is also the sole member of the affiliated party.

NOTE I - INCOME TAXES:

The shareholder of TWP Plumbing & Heating, Inc. has elected to participate in an optional program implemented by New York State called the pass through entity tax. The pass through entity tax allows the electing entity to be subject to income tax on the net income of the entity instead of at the level of the individual shareholder.





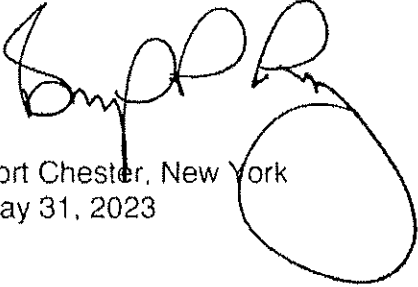
Stephen P. Pryor

CERTIFIED PUBLIC ACCOUNTANT'S

INDEPENDENT ACCOUNTANT'S REVIEW REPORT ON SUPPLEMENTARY
INFORMATION

To Management
TWP Plumbing & Heating, Inc.
Elmsford, New York

Our report on our review of the basic financial statements of TWP Plumbing & Heating, Inc., (an S corporation) for the year ended December 31, 2022 appears on page 1. The objective of that review was to perform procedures to obtain limited assurance as a basis for reporting whether we were aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. The supplementary information included in Schedules 1, 2 and 3 are presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from, and relates directly to, the underlying accounting and other records used to prepare the financial statements. The supplementary information has been subjected to the review procedures applied in our review of the basic financial statements. We are not aware of any material modifications that should be made to the supplementary information. We have not audited the supplementary information and do not express an opinion on such information.


Port Chester, New York
May 31, 2023

TWP PLUMBING & HEATING, INC.
Schedule 1 - Statement of Contracts Receivable
As of December 31, 2022

See Independent Accountant's Review Report on Supplementary Information

Job Name	Requisitions					Total Receivable	Retainage Receivable	Total Receivable	Subsequent Collections as of 5-31-23
	Current	31-60	61-90	91+	Total				
Rye Neck CSD	\$ 98,841	\$ -	\$ -	\$ 50,182	\$ 149,023	\$ -	\$ -	\$ 149,023	\$ 149,023
Central Maintenance Facility	-	-	-	16,252	16,252	37,838	37,838	54,090	-
Playland Pool & Bathhouse	-	-	-	76,949	76,949	58,588	58,588	135,537	58,650
Playland Infrastructure	-	-	-	-	-	10,995	10,995	10,995	-
Harrison Fire Department	-	-	66,390	205,650	272,040	56,815	56,815	328,855	272,040
Playland Infrastructure Rehab	-	-	-	-	-	31,255	31,255	31,255	-
Mohansic Golf Course	-	-	-	57,111	57,111	24,206	24,206	81,317	8,640
Playland Emergency	4,500	-	-	199,885	204,385	31,810	31,810	236,195	199,885
NYP Iona Bronxville	-	99,579	-	-	99,579	11,064	11,064	110,643	99,579
NYMC BSB Labs	63,000	143,988	73,800	660,352	941,140	104,571	104,571	1,045,711	848,038
Small Contracts	-	-	74,880	10,058	84,938	8,320	8,320	93,258	84,938
Totals	166,341	243,567	215,070	1,276,439	1,901,417	375,462	375,462	2,276,879	1,720,793

TWP PLUMBING & HEATING, INC.
Schedule 2 - Statement of Operating Expenses
For the Year Ended December 31, 2022
See Independent Accountant's Review Report on Supplementary Information

OPERATING EXPENSES

Officer's salary	\$ 163,020
Office salaries	63,232
Payroll taxes	18,337
Advertising	22,638
Rent - Note F	66,000
Legal & accounting	23,458
Office expense	29,266
Interest expense	918
Repairs & maintenance	6,762
Meals & entertainment	17,082
Telephone	5,872
Travel & lodging	5,178
Utilities	7,293
Dues & subscriptions	5,285
Licenses, permits & fees	1,751
Depreciation	2,231
Bank & miscellaneous	<u>2,538</u>
Total Operating Expenses	<u>440,861</u>



TWP PLUMBING & HEATING, INC.
Schedule 3 - Statement of Contracts Status - Surety Format
For the Year Ended December 31, 2022
See Independent Accountant's Review Report on Supplementary Information

Job Name	Contract Price	Estimated Direct Cost	Estimated Gross Profit	Direct Cost To Date	Percentage Complete	Gross Profit To Date	Gross Profit Previously Recognized	Gross Profit Recognized This Year	Total Billings To Date	Costs & Recognized Earnings in Excess of Billings	Billings in Excess of Costs & Recognized Earnings
Rye Neck CSD	\$ 1,480,719	\$ 914,445	\$ 566,274	\$ 914,445	100.00	\$ 566,274	\$ 492,158	\$ 74,116	\$ 1,480,719	\$ -	\$ -
Central Maint Facility	430,884	260,842	170,042	231,104	88.60	150,656	150,420	236	378,384	3,376	-
Playland Pool	1,182,756	851,796	330,960	846,256	99.35	328,807	87,717	241,090	1,171,756	3,307	-
Playland Infrastructure	109,950	50,107	59,843	50,107	100.00	59,843	54,193	5,650	109,950	-	-
Harrison Fire Dept	600,116	411,111	189,005	399,521	97.18	183,676	9,954	173,722	568,147	15,050	-
Playland Infra Rehab	444,904	287,044	157,860	272,477	94.93	149,849	-	149,849	312,552	109,774	-
Mohansic Golf	277,857	170,456	107,401	154,465	90.62	97,325	-	97,325	242,057	9,733	-
Playland Emergency	318,095	193,811	124,284	193,811	100.00	124,284	-	124,284	318,095	-	-
NYP Iona Bronxville	602,500	396,003	206,497	373,576	94.34	194,802	-	194,802	110,643	457,735	-
NYMC BSB Labs	1,209,781	696,881	512,900	594,959	85.37	437,886	-	437,886	1,045,712	-	12,867
Small Contracts	167,804	78,314	89,490	78,314	100.00	89,490	-	89,490	167,804	-	-
Totals	6,825,366	4,310,810	2,514,556	4,109,035		2,382,892	794,442	1,588,450	5,905,819	598,975	12,867

RESOLUTION NO.: 248 - 2023

OF

DECEMBER 11, 2023

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL
AND EXECUTE A CONTRACT WITH ARCADIS OF NEW YORK, INC.
FOR PROFESSIONAL ENGINEERING CONSTRUCTION MANAGEMENT AND
INSPECTION SERVICES IN THE DELANO-HITCH RECREATION PARK
AQUATIC CENTER IMPROVEMENTS PROJECT AT A COST OF \$1,287,360.00

WHEREAS, the City of Newburgh has duly advertised for bids for the construction of the Delano-Hitch Recreation Park Aquatic Center Improvements Project (the "Project"); and

WHEREAS, the City solicited and received a proposal from Arcadis of New York, Inc. for professional engineering construction management and inspection services related to the Project at a cost of \$1,287,360.00; and

WHEREAS, the cost of the construction management inspection services shall be derived from American Rescue Plan Act funding and a bond; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute an agreement with Arcadis of New York, Inc. for professional engineering construction management and inspection services related to the Delano-Hitch Recreation Park Aquatic Center Improvements Project at a cost of \$1,287,360.00.

Jason Morris, PE
Commissioner of Public Works & City Engineer
City of Newburgh
83 Broadway
Newburgh, New York 12550

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

Date: September 8, 2023
Subject: Proposal for Construction Phase Services
Delano Hitch Recreation Park Aquatic Center

Dear Mr. Morris,

Arcadis of New York, Inc. is pleased to present the City of Newburgh (City) this proposal for Construction Management Services for the City's new Delano Hitch Recreation Park Aquatic Center Project. For this size of a project, we anticipate requiring a full-time onsite Resident Engineer and construction inspection field representative and part-time specialty inspectors scheduled as necessary, at the project site working out of the field office provided, installed, and furnished by the General Contractor.

Arcadis has included a budget amount for a Special Inspections firm for third party code required special inspections and material testing to assure construction standards are being achieved.

Scope of Services

Task 1 – Construction Administration

Arcadis will perform construction contract administration services based on multiple prime construction contracts as required by the Wicks Law of NYS. We understand construction is planned to start in November of 2023 and must be substantially complete by May 31, 2025 which correlates to a 578 day construction period. We anticipate a 90 day close-out period following project substantial completion. However, this close-out period will be dependent on the contractor(s) completing their work.

Arcadis will provide in-house project management to direct and coordinate services to be provided by Arcadis, provide quality review of deliverables, conduct communications with City staff, and facilitate budget management and invoicing.

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

Arcadis will review each Contractor's pre-construction submittals including, but not limited to, lists of subcontractors, baseline schedule, schedule of values, proposed superintendent and submittal log. Arcadis will perform a preliminary review of Contractor submittals during construction; including shop drawings, material and equipment samples, and vendor O&M manuals to determine whether such submittals are in accordance with the requirements of the Contract Documents before sending to the Engineer of Record for technical review. Arcadis anticipates utilizing a Construction Management information System (CMIS) for this process such as Procore,

Mr. Jason Morris, PE
City of Newburgh
September 8, 2023

Plangrid or equal that will be provided by the General Contractor for the project. It is our understanding that the Engineer of Record is currently using Newforma, which will be equally effective.

Arcadis will utilize the CMIS to maintain the submittal log providing the current status of Contractor submittals, as well as maintain records of vendor warranties and one set of approved shop drawings to be turned over to the City at the completion of construction.

It is anticipated that the General Contractor will be responsible for the overall Project Schedule and the inclusion of the other Prime Contractor schedules and work activities into the overall Project Schedule. Arcadis will review the Project Schedule and provide comments to the Prime Contractor's and the City. Arcadis will review and make recommendations to the City for the approval of payment requests in conjunction with the Engineer of Record. Recommendations for payment will be based on the Contractor's progress to date, shop drawing submittal status, and equipment procurement status. We will prepare field change orders and support the City in the negotiation of change orders and in the review of requests for time extensions and of claims in accordance with the Contract between the City and the Contractor. It is anticipated that preparation of necessary drawing and specification modifications for change orders, as well as Design change orders will be by the Engineer of Record. Arcadis will prepare quarterly M/WBE and EEO reports as required by the City of Newburgh.

Task 2 – Resident Engineer

We have budgeted the Resident Engineer on a halftime basis between November 1, 2023 and March 1, 2024 and on a fulltime onsite basis from March 1, 2024 until May 31, 2025, throughout the anticipated active onsite construction period for a total of 2,536 hours. We have not budgeted for overtime or weekend work. Tasks will include the following:

- Assist the City with project coordination as well as notification to and relations with City residents impacted by the work, utility owners and other stakeholders.
- Provide general oversight of the work.
- Submit a Monthly Project Report, including information on work completed by the Contractors, problems encountered and other relevant information.
- Be available for and log site visits by representatives of active parties and other regulatory agencies.
- Maintain a photo log of the work and verify the correct spare parts and O & M manuals are delivered to the City.
- Interpret Contract Documents in the field and discuss field issues with the Contractor.
- Assist in resolving issues that do not require a written RFI or field change request to be submitted by the Contractor.
- Review, log and, together with the Engineer of Record, respond to Requests for Information (RFIs), Requests for Field Changes, and Field Changes that are submitted in writing by the Contractor. We will coordinate with the Engineer of Record to prepare written responses for the interpretation and clarification of the Contract Documents.
- Expedite engineering decisions required by the City.
- Review and comment on the Project Schedule.
- Maintain a redline set of working drawings.
- Coordinate construction inspection subcontractors.

Mr. Jason Morris, PE
City of Newburgh
September 8, 2023

Task 3 – Construction Inspection

Arcadis will provide one full-time construction inspection field representative to assist the Resident Engineer and will schedule periodic site visits by specialty technical inspection staff to observe the progress of the Work as required. Arcadis will provide up to 2,784 hours of construction observation by our construction field representatives. We have not budgeted for overtime or weekend work. While inspecting the Work on site, the construction field representatives will:

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

Arcadis will subcontract with an ICC Certified special inspections firm for third party-controlled, code required inspections and material testing to assure construction standards are being achieved. The special inspection subcontractor will be onsite as needed to complete special inspection required by the construction contract(s). Arcadis will coordinate with each Contractor's schedule to have the special inspections completed in a manner that will not impede the ongoing work. We have not yet received a Statement of Special Inspections from the Engineer of Record and have included an anticipated budget amount of \$50,000 for the special inspections.

Arcadis will coordinate and lead an inspection with the City and Engineer of Record to determine if the work is substantially complete and assist in determining if the work has been completed in general accordance with the Contract Documents. We will prepare a list of incomplete items (punch list) and obtain a schedule for their completion from the Contractors. Arcadis will also conduct a final inspection with the City and Engineer of Record to determine if the completed Work is acceptable.

Task 4 – Progress Meetings

Arcadis will attend up to 38 bi-weekly progress meetings with the City, the Contractor and other stakeholders. Arcadis will develop agendas and create and distribute minutes for each progress meetings. Meetings will include a discussion of the work completed in the prior two weeks, the progress anticipated for the upcoming two weeks, the status of RFI's, change orders, and shop drawings and a review of critical issues and resolution tasks.

Task 5 – Construction Closeout

Arcadis will assist the City with document collection for closeout of the project in compliance with requirements of the Contract Documents. We will review and comment on the as-built drawings developed and provided by each of the Contractors based upon our red-line drawings and knowledge of the project. We will confirm that the CADD drawing files are submitted to the City electronically, along with 2 hard copies. We will also confirm that the project documentation maintained on the CMIS is transmitted to the City, equipment O & M Manuals are provided by the Contractors and training is satisfactorily provided by the equipment and system vendors.

Mr. Jason Morris, PE
City of Newburgh
September 8, 2023

Compensation

Arcadis will complete the scope of services presented herein for a total not to exceed fee of \$1,287,360. The City will be charged for actual time and expense costs incurred. If acceptable to the City, this scope of work will be billed in accordance with our standard rate schedule for hours worked plus other direct costs markup of 5 percent and Arcadis' standard contract agreement.

It is anticipated that other direct costs may include:

- Mileage from our White Plains or NYC offices to the project site for periodic inspections, meetings and as requested by the City.
- Contract document reproduction.
- Authorized direct materials and equipment purchases and/or leases by the City.
- Miscellaneous out-of-pocket costs authorized by the City.
- Field Office Supplies (items not covered under construction contract).
- Extraordinary mailing.
- Specialized Protective Equipment.
- Surveys

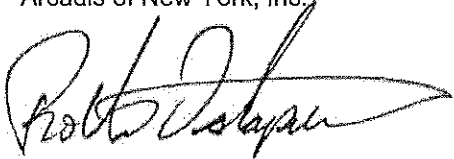
Laboratory testing costs for special inspections are anticipated to be paid under the Special Inspection Line Item.

Task	Compensation
Task 1 - Construction Administration	\$49,280.00
Task 2 - Resident Engineer	\$557,920.00
Task 3 - Construction Observation	\$421,440.00
Task 4 - Progress Meetings	\$58,400.00
Task 5 - Construction Closeout	\$120,320.00
Task 6 - Special Inspections	\$50,000
Task 7 - ODC's	\$30,000
Total Not to Exceed Fee:	\$1,287,360.00

Mr. Jason Morris, PE
City of Newburgh
September 8, 2023

Arcadis looks forward to supporting the City with the delivery of the new Aquatics Center for the residents of the City of Newburgh. If you have any questions regarding this proposal, please do not hesitate to contact me at (518) 250-7300. We again thank the City for this opportunity.

Sincerely,
Arcadis of New York, Inc.



Robert E. Ostapczuk, PE
Vice President

Email: robert.ostapczuk@arcadis.com
Direct Line: 518.250.7305
Mobile: 518.810.6872

cc.	A. Arrigo, PE	Arcadis
	R. Vargo, PE, CCM	Arcadis
	D. Loewenstein, PE	Arcadis

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

RESOLUTION NO.: 249 - 2023

OF

DECEMBER 11, 2023

A RESOLUTION AUTHORIZING THE AWARD OF A BID AND EXECUTION OF A
CONTRACT WITH BEAM ENTERPRISES, INC. IN THE AMOUNT OF \$124,450.00
FOR THE EMERGENCY DEMOLITION OF THE STRUCTURES
LOCATED AT 10 AND 12 VAN NESS STREET AND
AMENDING RESOLUTION NO: 286-2022,
THE 2023 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK
TO FUND THE EMERGENCY DEMOLITION EXPENSES

WHEREAS, the City of Newburgh determined that the fire damaged structures located at 10 and 12 Van Ness Street represented an immediate threat to the public health and safety to the neighborhood; and

WHEREAS, pursuant to the City of Newburgh's Emergency Procurement Policy, bids for the demolition of the structures have been duly received and opened and Beam Enterprises, Inc. is the low bidder; and

WHEREAS, the cost of the demolition shall be derived from available funds in A.1364.0448 and a budget transfer from General Fund Appropriated Fund Balance for the remaining amount; and

WHEREAS, this Council has reviewed the bid and determined that entering into a contract with Beam Enterprises, Inc. is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the bid for the demolition of the structures located at 10 and 12 Van Ness Street is hereby awarded to Beam Enterprises, Inc. for the lump sum total \$124,450.00 and that the City Manager be and he is hereby authorized to enter into a contract for such work in this amount; and

BE IT FURTHER RESOLVED, by the City Council of the City of Newburgh that Resolution No.: 286-2022, the 2023 Budget of the City of Newburgh, is hereby amended as follows:

	<u>Decrease</u>	<u>Increase</u>
A.0000.0599.1000.0000 Appropriated Fund Balance	<u>\$33,946.00</u>	
A.1364.0448 Expense of Property Acquired - Other Services		<u>\$33,946.00</u>
TOTAL:	\$33,946.00	\$33,946.00

NOTICE TO BIDDERS

INVITATION FOR BIDS UNDER EMERGENCY PROCUREMENT

for

Demolition of 10-12 Van Ness Street with Asbestos in Place

Bid No. 14.23

City of Newburgh, Orange County, New York

Sealed bids will be received electronically by City Comptroller Janice Gaston (jgaston@cityofnewburgh-ny.gov), Assistant City Engineer Allison Spinelli (aspinelli@cityofnewburgh-ny.gov) and Director of Field Operations Rudy Lipinski at QuES&T (rlipinski@qualityenv.com) until 1 p.m. (local time) Wednesday, November 29, 2023.

The work location is a two-story single-family residence and a one-story building located at 10-12 Van Ness Street, Newburgh, NY 12550. The general scope of work consists of complete building demolition with asbestos containing materials in-place, soil backfill and seeding. Access to the site is from Van Ness Street, which will be closed during working hours, with a single lane made available by the contractor during non-working hours. Clearing of vegetation along the perimeter of the building façade of each structure may be required to facilitate demolition and access. All work is subject to prevailing wage and requires submission of original certified payrolls as a condition for payment. DOL rates for this Project can be accessed under PRC# 2023013852 by clicking Wage Schedule on following link: <https://apps.labor.ny.gov/wpp/publicViewProject.do?method=showlt&id=1559730#>. All work shall be coordinated through the City Engineer and the City of Newburgh's environmental consultant, Quality Environmental Solutions & Technologies, Inc. (QuES&T)

The work includes providing all labor, materials, machinery, tools, equipment and other means of construction necessary and incidental to the completion of the work described in these specifications including, but not necessarily limited to the following: Installation of site fencing, demolition and disposal of the existing structures with ACM in-place, backfilling with soil and seeding, amongst other things. All applicable permits for this controlled demolition project have been obtained from the New York State Department of Labor by the City of Newburgh.

All Bids must be made on the official Bid Form or an exact copy by reproduction thereof. All Bids must be in original form and signed in blue ink, except for a Notary Public.

This is a lump sum bid as described in the Instructions to Bidders. Successful bidders will be required to provide proof of appropriate insurance, and execute contracts prior to commencement of work. Selected contractor shall provide the City of Newburgh with a performance bond upon application to the City of Newburgh Code Compliance Department for Demolition Permit and Street Opening Permit.

The successful Bidder will be required to comply with all provisions of the Federal Government Equal Employment Opportunity clauses issued by the Secretary of Labor on May 21, 1968 and published in the Federal Register (41CFR Part 60-1, 33 F.2 7804).

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

Owner:	Engineer:	CONSULTANT:	Contact:
City of Newburgh 83 Broadway Newburgh, New York 12550	Jason Morris, P.E. City Engineer (845) 569-7447	QuES&T 1376 Route 9 Wappingers Falls, NY 12590	Rudy Lipinski Director of Field Operations (845) 298-6251

BY ORDER OF THE CITY OF NEWBURGH

By: _____

City Comptroller Janice Gaston

Dated: _____

11/27/2023

City of Newburgh – An Equal Opportunity Employer

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

QuES&T

Quality Environmental Solutions & Technologies, Inc.

November 29, 2023

City of Newburgh
83 Broadway
Newburgh, NY 12550

ATTN: Jason C. Morris – Commissioner of Public Works & City Engineer

Via Email: JMorris@cityofnewburgh-ny.gov

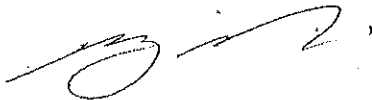
Re.: Demolition of 10-12 Van Ness Street with Asbestos in Place
10-12 Van Ness Street
Newburgh, NY 12550
Letter of Recommendation – Bid No. 14.23

Dear Mr. Morris,

Upon review of all bid documents for the Demolition of 10-12 Van Ness Street with Asbestos in Place, I respectfully recommend Beam Enterprises, Inc. for award of this project. With their pricing and supporting documentation provided in their bid, it is my opinion that Beam Enterprises, Inc. is the qualified low bidder.

For additional information concerning this submittal, please contact me at (845) 298-6031.

Sincerely,



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

SECTION 00 41 13

BID FORM

Project Identification: Demolition of 10-12 Van Ness Street with Asbestos in Place

Contract Identification And Number: Bid No. 14.23

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

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

List Addenda by Addendum Number and Date: N/A

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

investigations, explorations, tests, studies, and data with the Contract Documents.

- g. BIDDER has given OWNER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- h. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
- i. Any other representation required by Laws and Regulations.

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

LUMP SUM BASE BID PRICE:

One Hundred Twenty Four Thousand Four Hundred Fifty & Zero Cents.

\$ 124,450.00

Text

Numerical

All specific cash allowances are included in price(s) set forth above and have been computed in accordance with paragraph 11.8 of the General Conditions.

5 BIDDER agrees that the Work will be substantially completed and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

BIDDER accepts the provisions of the Agreement as to liquidate damages in the event of failure to complete the Work within the times specified in the Agreement.

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

- a. Resolution of Board of Directors
- b. Non-Collusion Bidding Affidavit
- c. Required Bid Security in the form of bid bond or certified bank check
- d. Required BIDDER's Qualification Statement with supporting data
- e. Affidavit of Workers' Compensation
- f. Iranian Energy Sector Divestment
- g. Estimate of RACM Demolition Removal Quantities

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

Beam Enterprises, Inc., 3 Contorino Way, Bldg. #2, Chester, NY 10918

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

SUBMITTED on: November 29 2023
Month Day Year

State Contractor License No.: 64374

If BIDDER is:

An Individual

By: _____
Individual's Name

Seal

Doing business as _____

Business Address: _____

Phone Number: _____

A Partnership

By: _____
Firm Name

Seal

General Partner _____

Business Address: _____

Phone Number: _____

A Corporation

By: Beam Enterprises, Inc.
Corporation Name

Seal

State of Incorporation: New York

Authorized Signatory: _____ Title: Vice President

Attestation: _____
Secretary

Seal

Business Address: 3 Contorino Way, Bldg. #2, Chester, NY 10918

Phone Number: 914-617-7699

Date qualified to do business: 1/12/12

A Joint Venture

By: _____
Individual's Name

Seal

Address: _____

By: _____
Individual's Name

Seal

Address: _____

Official Communications Address: _____

Official Communications Phone Number: _____

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

This page has been intentionally left blank.

SECTION 00 43 13

CERTIFIED COPY OF RESOLUTION
OF

BOARD OF DIRECTORS OF

Demolition of 10-12 Van Ness Street with Asbestos in Place

Bid No. 14.23

City of Newburgh, New York

Beam Enterprises, Inc.

Name of Corporation

Resolved that Katrina Adams, Vice President
Authorized Signatory *Title*

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

the following project: Demolition of 10-12 Van Ness Street with Asbestos in Place
and to include in such Bid the Certificate as to Non-Collusion, and for any inaccuracies or misstatements in such Certificate this
Corporate Bidder shall be liable under the penalties of perjury.

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

Beam Enterprises, Inc

Name of Corporation

At a meeting of its Board of Directors held on the 28 day of Novemeber 20 23

By: [Signature] Title: President

Seal

The above form must be completed if the Bidder is a Corporation.

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SECTION 00 43 13.14

BIDDER'S QUALIFICATION QUESTIONNAIRE

Demolition of 10-12 Van Ness Street with Asbestos in Place

Bid No. 14.23

City of Newburgh, Orange County, New York

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

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

in years: Ten

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

See attached

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

See Attached

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

N/A

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

See attached

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

Excavator

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

CPL - Lauren Tarsio - 518-915-7456 - Newburgh CSD -Phase 2A

CSARCH - Judy Hill - 518-898-9838 -Valley Central CSD - Outdoor CR Vent

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

Ellen Birsner - Connectone Bank - 201-510-6792, Banker

Dan Borgna - 973-437-9664 - Bonding & Insurance Broker

Andrea Fowler - 856-686-7719 - Aramsco - Supplier

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

See attached

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

The business is a Beam Enterprises, Inc.

Type of Legal Entity

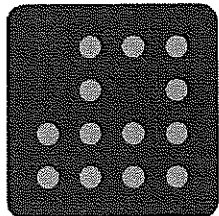
The address of principal place of business is:

3 Contorino Way, Bldg. #2, Chester, NY 10918

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

Brian P. Evans

Katrina Adams

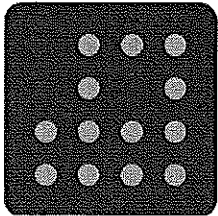


beam
ENTERPRISES, INC.

PROJECT REFERENCES - ENVIRONMENTAL

Project Location	Customer	Scope of Work	Contract Original Amount	Contract Final Amount	Completion Date
Pine Bush CSD 156 NY-302 Pine Bush, NY 12566	Butler Construction Dan Wright dwright@butlerconstructiongroup.com 845-913-5970	Asbestos abatement	\$150,000.00	\$113,820.00	04/2022
Resorts World 1401 Route 300 Newburgh, NY 12550	Holt Construction Dan Depew ddepew@holyc.com 845-283-1590	Asbestos Abatement, Interior Demolition	\$699,675.00	\$828,650.17	07/2022
Monticello HS 237 Forestburgh Rd. Monticello, NY 12701	Key Construction Joe Manfredi jim@contactkcs.com 914-474-7062	Asbestos Abatement	\$595,000.00	\$841,727.15	06/2022
Health Alliance Kingston, NY Phase 2	Turner Construction Josh Davenport jdavenport@tcco.com 585-857-2093	Asbestos Abatement and Interior Demolition	\$753,000.00	\$1,164,763.44	08/2022
Northside Junction 58 Parker Ave. Poughkeepsie, NY	Northside Junction LLC Caroline Alsop 512-496-2418	Asbestos Abatement	\$690,000.00	\$670,816.09	04/2022

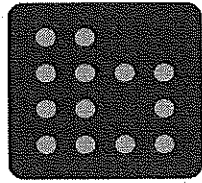
Beam Enterprises, Inc.
New York Certified MBE, New York DOT Certified DBE, Delaware Certified MBE



beam
ENTERPRISES, INC.

CURRENT PROJECTS

Project	Scope of Work	Contract Amount	Completion Percentage
Poughkeepsie CSD	Asbestos abatement	\$450,000.00	61%
JFK Terminal 6/7	Fireproofing	\$800,000.00	10%
Goldfine building	Asbestos Abatement	\$750,000.00	5%
OU Boces	Interior Demolition	\$49,000.00	0%
Friendly Honda	Demolition	\$72,150.00	25%



beam
ENTERPRISES, INC.

Main Office:
3 Contorino Way
Building 2, Suite B
Chester, NY 10918
p. 914.617.7699
f. 917.720.9969

Description	Make	Quantity
2000 CFM Negative Air Machines	Various	50+
HEPA Vacuums	Pullman holt, eurovac	25
GFI cords	Various	25
GFI panels	Various	10
Metal Pop-up showers	Various	10
Portable lights	Various	25
Ladders	Various	20
Water heaters	Various	15
Electrical Generators	Various	5
Airless Sprayers	Various	10
Fire extinguishers	Various	15
Decon Trucks	Various	3
Decon Panels	IN- House	75

Beam Enterprises, Inc.

New York Certified MBE, New York DOT Certified DBE, Delaware Certified MBE

BEAM ENTERPRISES, INC.

FINANCIAL STATEMENTS

DECEMBER 31, 2022



DEPIETTO CPA
Accounting • Tax • Advisory

BEAM ENTERPRISES, INC.

FINANCIAL STATEMENTS DECEMBER 31, 2022

TABLE OF CONTENTS

	Page
Independent Accountant's Review Report	1
Financial Statements	
Balance Sheet	2
Statement of Income	3
Statements of Stockholders' Equity	4
Statement of Cash Flows	5
Notes to Financial Statements	6 – 12
Supplemental Schedules	
Schedule of Contract Costs	13
Schedule of General & Administrative Expenses	14





To Management
Beam Enterprises, Inc.
Chester, NY

We have reviewed the accompanying financial statements of Beam Enterprises, Inc., which comprise of the balance sheet as of December 31, 2022, and the related statements of income, changes to members' equity and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements for them to be in accordance with accounting principles generally accepted in the United States of America.

Supplementary Information

The Schedule of Contract Costs and Schedule of General and Administrative Expenses on pages 13 and 14 accompanying the financial statements are presented only for supplementary analysis purposes and have not been subjected to the inquiry and analytical procedures applied in the review of the financial statements but were compiled from information that is the representation of management, without audit or review, and we do not express an opinion or any other form of assurance on such data.

DePietto CPA P.C.
Lake Success, NY

September 7, 2023

**BEAM ENTERPRISES, INC.
BALANCE SHEETS
AS OF DECEMBER 31, 2022**

ASSETS

	<u>2022</u>
Current Assets	
Cash & Equivalents	\$ 502,206
Accounts Receivable	1,765,630
Cost in Excess of Billings	1,344,757
Material Inventory	369,495
Prepaid Expenses	43,279
Total Current Assets	<u>4,025,367</u>
Fixed Assets	
Automobiles, (net of accumulated depreciation of \$46,536)	6,648
Equipment, (net of accumulated depreciation of \$105,867)	196,610
Total Fixed Assets	<u>203,258</u>
Other Assets	
Stockholder Loans Receivable	138,965
Notes Receivable	189,309
Security Deposits	5,507
Intangibles	929,171
Total Other Assets	<u>1,262,952</u>
Total Assets	<u>\$ 5,491,577</u>

LIABILITIES AND STOCKHOLDERS' EQUITY

Current Liabilities	
Accounts Payable	\$ 1,129,834
Accrued Expenses	463,876
Billings In Excess of Costs	88,901
Line of Credit-Connect One	990,000
Total Current Liabilities	<u>2,672,611</u>
Long-Term Liabilities	
Loans from Affiliates	2,388,461
Notes Payable	21,751
EIDL Loan	149,900
Total Long-Term Liabilities	<u>2,560,112</u>
Total Liabilities	<u>5,232,723</u>
Stockholders' Equity:	
Additional Paid-In-Capital	160,000
Retained Earnings	98,854
Total Stockholders' Equity	<u>258,854</u>
Total Liabilities and Stockholders' Equity	<u>\$ 5,491,577</u>

The accompanying notes are an integral part of the financial statements.



BEAM ENTERPRISES, INC.
STATEMENT OF INCOME
FOR THE YEAR ENDED DECEMBER 31, 2022

	<u>2022</u>
Revenue	
Net revenue	\$ 10,268,692
Total Revenue	<u>10,268,692</u>
Cost of Goods Sold	
Contract Costs	8,262,250
Total Cost of Goods Sold	<u>8,262,250</u>
Gross Profit	2,006,442
Operating Expenses:	
General and Administrative	1,981,269
Depreciation and Amortization	141,258
Total Operating Expenses	<u>2,122,527</u>
Operating Income (Loss)	(116,085)
Other income/(expense):	
Interest Income	14,775
Interest Expense	(101,157)
Non-Taxable Income	257,097
Other income	53,745
Income (Loss) before provision of income taxes	<u>108,375</u>
Provision for income taxes	<u>11,877</u>
Net Income (Loss)	<u>\$ 96,498</u>

The accompanying notes are an integral part of the financial statements.



BEAM ENTERPRISES, INC.
STATEMENT OF STOCKHOLDERS' EQUITY
FOR THE YEAR ENDED DECEMBER 31, 2022

	Common Stock	Paid-in Capital	Retained Earnings	Total Stockholders' Equity
Balance, December 31, 2021	\$ -	\$ -	\$ 2,356	\$ 2,356
Issuance of New Shares	-	160,000	-	160,000
Net Income / (Loss)	-	-	96,498	96,498
Balance, December 31, 2022	\$ -	\$ 160,000	\$ 98,854	\$ 258,854

The accompanying notes are an integral part of the financial statements.

BEAM ENTERPRISES, INC.
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2022

	<u>2022</u>
Cash Flow From Operating Activities:	
Net income (loss)	\$ 96,498
Adjustments to reconcile net income to net cash provided (used) by operating activities:	
Depreciation and Amortization	141,258
Forgiveness of PPP Loan	(257,097)
<i>Changes in operating assets and liabilities:</i>	
Accounts Receivable	7,450
Net Work in Progress	148,824
Prepaid Expenses	(13,761)
Inventory	(100,000)
Right of Use Assets	12,081
Security Deposits	16,800
Accounts Payable	323,676
Accrued Expenses	(26,717)
Payroll Taxes Payable	(45,949)
Net cash provided (used) by operating activities	<u>303,063</u>
Cash Flows From Financing Activities:	
Proceeds from Line of Credit	40,000
Proceeds from Notes Receivable	43,539
Payments of Loans from Affiliates	(97,799)
Payment of Notes Payable	(30,669)
Payments to Stockholder	(23,717)
Net cash provided (used) by financing activities	<u>(68,646)</u>
Net increase (decrease) in cash	234,417
Cash at the beginning of the year	<u>267,789</u>
Cash at the end of the year	<u>\$ 502,206</u>
Supplemental Disclosure Of Cash Flow Information:	
Cash paid for:	
Interest	\$ 101,157
Taxes	<u>\$ 11,877</u>

The accompanying notes are an integral part of the financial statements.

BEAM ENTERPRISES, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

This summary of significant accounting policies of Beam Enterprises, Inc. (the "Company"), is presented to assist in understanding the Company's financial statements. The financial statements and notes are representations of the Company's management who are responsible for their integrity and objectivity. These accounting policies conform to U.S. generally accepted accounting principles and have been consistently applied in the preparation of the financial statements.

Nature of Operations

The Company's operations include environmental remediation services, demolition, fireproofing and general contracting/labor services from its office in Chester, New York. The Company derives its revenue from operations in New York, Connecticut, and New Jersey areas:

Environmental Services:

Asbestos abatement – The Company is experienced in all types of asbestos abatement including complete removal, enclosure, and encapsulation. Our project management and field staff are highly knowledgeable in the latest methods of removal, and all of our projects are performed in strict compliance with governing regulatory agencies.

Lead abatement – The Company provides lead paint remediation services for commercial and residential properties utilizing state of the art removal methods in accordance with USEPA and OSHA guidelines.

Microbial (Mold) Remediation – Our staff of certified supervisors and fully trained technicians are knowledgeable in all current guidelines and state-of-the-art remediation practices related to mold cleanup.

Demolition

The Company provides selective or interior demolition from precision removal of a building's components to complete building strip-outs. Additionally, the Company provides full building take downs. Understanding our client's concerns and schedules, the Company's experienced personnel are adept at working around sensitive operations without disruption, while protecting the health and safety of our workers and the facility's occupants.

Fireproofing:

The Company specializes in the spray applications of fire resistive acoustical and thermal spray products. The Company is also accomplished in the application of intumescent paint products. Work is performed on both new construction and retrofit projects along with providing assistance on project design. The Company self performs these services and is able to offer a true turn-key project to its clients.

General Contracting/Labor Services

The company provides general contracting and labor services to assist clients with everyday site issues. This includes general cleanup of debris, site fencing repairs, general removals, painting, masonry, and carpentry among other work including coordinating and managing subcontractors.



BEAM ENTERPRISES, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONT.

Basis of Accounting

The Company's policy is to prepare its financial statements on the accrual basis of accounting; consequently, revenues are recognized when earned rather than when received, and expenses are recognized when the obligation incurred rather than when cash is disbursed.

Revenue and Cost Recognition

The Company recognizes revenues from fixed-price construction contracts on the percentage-of-completion method, measured by the percentage of costs incurred to date to estimated total cost for each contract. This method is used because management considers expended costs to be the best available measure of progress on these contracts.

Contract costs include all direct material and labor costs and those indirect costs related to contract performance, such as indirect labor, supplies, tools, repairs, and depreciation. General and administrative costs are charged to expense as incurred. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined. Changes in job performance, job conditions, and estimated profitability may result in revisions to costs and income, which are recognized in the period in which the revisions are determined.

The asset, "Costs and Estimated Earnings in Excess of Billings on Uncompleted Contracts," represents revenues recognized in excess of billings. The liability "Billings in Excess of Costs and Estimated Earnings on Uncompleted Contracts" represents billings in excess of revenues recognized.

Revenue from time-and-material contracts is recognized on the accrual basis as the work is performed. Operating Cycle Assets and liabilities related to long-term contracts are included in current assets and current liabilities in the accompanying balance sheets as they will be liquidated in the normal course of contract completion, although this may require more than one year.

Cash and Cash Equivalents

The Company considers all short-term debt securities purchased with a maturity of three months or less to be cash equivalents.

Accounts Receivable Trade

Accounts receivable, trade are stated net of an allowance for doubtful accounts of \$0 at December 31, 2022. The Company estimates the allowance based on its historical experience of the relationship between actual bad debts and net credit sales and specific review of significant account balances that remain outstanding beyond the normal credit terms. Management charges off receivables when they are contractually past due, and it is probable that they will not be collected.

Inventory

Inventory consists of construction materials, supplies, and various hardware items that have not been charged to specific contracts and are stated at cost based on the first-in, first-out method. The inventory is adjusted annually after performing a physical count.

Property and Equipment

Property and equipment are valued at cost and do not purport to represent replacement or realizable values. Expenditures, which materially change capacities or extend useful lives, are capitalized.



BEAM ENTERPRISES, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONT.

Routine maintenance and repairs and minor replacement costs are charged to expense as incurred. When property and equipment are sold or otherwise disposed of, the asset accounts and related accumulated depreciation accounts are relieved, and any gain or loss is included in operations.

Provisions for depreciation on property and equipment are computed using the straight-line method for financial purposes, based on the estimated useful lives of the assets as follows:

Asset	Estimated Useful Life
Equipment	Five to ten years
Automotive	Five years

Contract Receivables

The Company grants credit generally without collateral to qualified customers and retains lien rights against the property if needed and available. Contract receivables are carried at cost less an allowance for losses if an allowance is deemed necessary. The Company does not accrue finance or interest charges. On a periodic basis, the Company evaluates contract receivables and determines the necessity for an allowance for losses, based on the history of past write-offs, collections, and current conditions. A contract receivable is written off when it is determined that all collection efforts have been exhausted. The bad debt amount expensed for the year ended December 31, 2022 is \$1,900.

Use of Estimates

Management uses estimates and assumptions in the preparation of these financial statements in conformity with U.S. generally accepted accounting principles. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported amounts of revenue and expenses. Actual results could vary from the estimates that were used. Management's estimates and assumptions include, but are not limited to, estimates of contract revenue, costs and gross profit, collectability of contract receivables, and estimated useful lives of property and equipment. Management's estimates and assumptions are initially derived from and are continually evaluated based upon available information, judgment, and experience. Because of inherent uncertainties in estimating total costs and the percentage of completion on construction contracts, it is at least reasonably possible that the estimates used will change within the near term.

Advertising Costs

Advertising costs are expensed when incurred. Advertising expense amounted to \$16,308 for the year ended December 31, 2022.

Income Taxes

In 2022, the Company transitioned from a C-Corporation to an S-Corporation for federal, state, and local income tax purposes. Due to its transition, the Company passes all income directly to its stockholders to be reported as personal income. Therefore, no provisions for federal corporate taxes have been made, nor have any provisions been made for any state and local taxes.

During 2022, the Company paid federal, state, and local corporate taxes for the year 2021, as the Company was considered a C-Corporation for tax purposes. The amount of taxes paid was \$11,877.

Tax years 2020 to 2022 remain open for examination by taxing authorities.

BEAM ENTERPRISES, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022

NOTE 2 – CONTRACT AND ACCOUNTS RECEIVABLE – TRADE

Contract receivables for 2022 consist of:

	<u>Billed Amounts</u>
Completed contracts	\$ 334,147
Contracts in progress	744,349
Retainage	<u>687,134</u>
Gross Contract Receivables	1,765,630
Less: Allowances for losses	-
	<u>\$ 1,765,630</u>

NOTE 3 – COSTS AND ESTIMATED EARNINGS ON UNCOMPLETED CONTRACTS

Costs incurred on uncompleted contracts as of 2022 are the following:

	<u>Billed Amounts</u>
Costs incurred on uncompleted contracts	\$ 8,257,304
Estimated earnings	<u>1,499,403</u>
	9,756,707
Less: Billings to date	<u>8,500,851</u>
	<u>\$ 1,255,856</u>

Included in the accompanying balance sheet under the following captions:

Costs in excess of billing	\$ 1,344,757
Billings in excess of costs	<u>(88,901)</u>
	<u>\$ 1,255,856</u>

NOTE 4 – PREPAID EXPENSES

The Company is required to have general liability and excess premium insurance. These insurance policies are purchased yearly in advance based on estimates such as gross sales. The Company purchased the policies on January 27, 2022, in the amount of \$519,351 and financed the purchase from AFS IBEX, which is a division of MetaBank. The agreement requires a down payment of \$105,000 at signing and finances the balance of the policy of \$414,351 at an APR of 6.250%. The Company also incurred a finance charge of \$11,962 for the policy. The policy requires 10 monthly payments of \$42,631 which includes a principal and interest portion. As of December 31, 2022, the liability to AFS IBEX was \$0.

Prepaid expenses include prepaid insurance of \$43,279 and prepaid interest of \$0 as of December 31, 2022.



BEAM ENTERPRISES, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022

NOTE 5 – FIXED ASSETS AND INTANGIBLE PURCHASE

On March 18, 2021, the Company purchased assets from a related party for a total of \$355,661. The assets include machinery and vehicles. All purchased machinery has a seven-year lifespan, and all vehicles have a five-year lifespan for depreciation purposes.

In addition, the Company purchased intangible assets for \$1,051,891. Intangible assets include assets such as customer lists, employee knowledge, and goodwill. These assets have a 15-year lifespan and are amortized over the life of the assets.

NOTE 6 – FIXED ASSETS AND INTANGIBLES, NET

Fixed assets, net consist of the following at December 31, 2022:

	<u>2022</u>
Fixed Assets	
Equipment	\$ 302,477
Automobiles	53,184
Gross Fixed Assets	<u>355,661</u>
Less:	
Accumulated Depreciation - Equipment	(105,867)
Accumulated Depreciation - Automobiles	<u>(46,536)</u>
Total Accumulated Depreciation	<u>(152,403)</u>
Fixed Assets, Net	<u>\$ 203,258</u>

For the year ended December 31, 2022, depreciation expense totaled \$71,132.

Intangible assets, net consist of the following at December 31, 2022:

	<u>2022</u>
Intangibles	
Intangibles	\$ 1,051,891
Gross Intangibles	<u>1,051,891</u>
Less:	
Accumulated Amortization	(122,720)
Total Accumulated Amortization	<u>(122,720)</u>
Intangibles, Net	<u>\$ 929,171</u>

For the year ended December 31, 2022, amortization expense totaled \$70,126.

BEAM ENTERPRISES, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022

NOTE 7 – LONG-TERM DEBT

The Company has a line of credit with ConnectOne Bank in the amount of \$1,000,000. The line is backed by the assets of the Company and requires monthly payments of accrued and unpaid interest at an initial variable rate of 4.000% per annum. The interest rate may change during the loan period and is based off ConnectOne Prime plus 0.000%. As of December 31, 2022, the credit line's outstanding balance is \$990,000.

The Company maintained a note payable to GM Finance which was payable in monthly installments of approximately \$669.33 which includes interest of 0%. The balance as of December 31, 2022 is \$5,330.

The Company has entered into a long-term debt agreement with a related party during the year. The information related to this note can be found in Note 11 – Related Parties.

NOTE 8 – SBA CARES LOANS

On May 1, 2020, the Company received loan proceeds of \$257,097 under the Paycheck Protection Program ("PPP"). The PPP, established as part of the Coronavirus Aid, Relief and Economic Security Act, provides for loans to qualifying businesses for amounts up to 2.5 times the average monthly payroll expenses of the qualifying business. The PPP Loan and accrued interest are forgivable after twenty-four weeks if the borrower maintains its payroll levels and uses the loan proceeds for eligible purposes, including payroll, benefits, rent, utilities, and operating costs. The amount of loan forgiveness will be reduced if the borrower terminates employees or reduces salaries during the twenty-four-week period.

As of December 31, 2022, the Company has received notice from the SBA that the PPP funds were used appropriately, and all amounts were fully forgiven. The resulting forgiveness of debt provided the Company with \$257,097 of non-taxable income.

On May 20, 2020, the Company executed a secure loan with the SBA under the Economic Injury Disaster Loan program in the amount of \$149,900. The loan is payable over 30 years at an interest rate of 3.75%. Installment payments of principal and interest begins in the year 2023.

NOTE 9 – LEASING ARRANGEMENTS

The Company rents operating space in Chester, New York, on an annual basis with lease terms that expire on March 31, 2026 and monthly installments of \$4,150. In addition, the Company rents operating space in Pennsylvania and New York City for the amounts of \$1,650 and \$775 per month, respectively. These leases are month-to-month leases.

Rental expense amounted to \$90,062 for the year ended December 31, 2022.

BEAM ENTERPRISES, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022

NOTE 10 – CONCENTRATION OF RISK

At times throughout the year, the Company may maintain cash balances in certain bank accounts more than FDIC limits. The Company has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk in these accounts. As of December 31, 2022, no account was over FDIC limits.

NOTE 11 – RELATED PARTY TRANSACTIONS

On March 18, 2021, as part of an asset purchase, the Company entered into a note payable with a related party, Specialty Trades Contracting, LLC for a total of \$2,659,250.

The promissory note stipulates that the Company is required to make monthly installment payments which include principal and interest of 3.000% per annum on the unpaid principal balance. The note has a 10-year maturity period and is not secured by any assets of the company. As of December 31, 2022, the note's balance is \$2,388,461.

The Company maintains outstanding notes receivable with United Spray, LLC, a related party. The note functions as an open account loan with interest charged daily on the open balance at a rate of 4.000% per annum. During 2021, as per the agreement, the Company did not charge the related party any interest on the balance of the note. As of December 31, 2022, the balance of the note is \$168,460. Commencing on January 1, 2022, the Company will charge interest daily on the open balance of the note. In addition, the note's interest rate is scheduled to increase up to 4.750% in 2022.

The Company maintains an outstanding loan with a shareholder throughout the year. The note bears an interest rate of zero percent and has no set repayment terms. As of December 31, 2022, the note's balance is \$138,965.

NOTE 12 – SUBSEQUENT EVENTS

The Company has evaluated events after the balance sheet date for items requiring record or disclosure in the financial statements. The evaluation was performed through September 7, 2023, which is the date the financial statement was available to be issued.

BEAM ENTERPRISES, INC.
SCHEDULE OF CONTRACT COSTS
FOR THE YEAR ENDED DECEMBER 31, 2022

	<u>2022</u>
Contract Costs:	
Direct Labor	\$ 3,025,252
Materials	840,636
Payroll Taxes	299,443
Insurance	565,892
Lodging	11,437
Rental Equipment	268,342
Subcontractor	995,421
Union Benefits	1,431,869
Other Project Costs	<u>823,958</u>
Total Contract Costs	<u>\$ 8,262,250</u>

The accompanying notes are an integral part of the financial statements.



BEAM ENTERPRISES, INC.
SCHEDULE OF GENERAL & ADMINISTRATIVE EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2022

	<u>2022</u>
General and Administrative Expenses:	
Accounting	\$ 2,550
Advertising and Marketing	16,308
Automotive Expense	240,205
Bad Debt	1,900
Bank Charges	9,376
Continuing Education	333
Contributions	10,563
Dues and Subscriptions	21,502
Insurance	476,317
Legal	5,749
Licenses	5,985
Meals	39,289
Medical	10,551
Miscellaneous	9,826
Office Expenses	92,689
Office Supplies	15,113
Outside Services	25,038
Payroll Expenses	95,501
Postage and Delivery	11,767
Rent	90,062
Repairs and Maintenance	3,186
Salary and Wages	673,945
Small Tools and Equipment	31,348
Telephone	43,568
Travel	23,823
Utilities	24,775
Total General and Administrative Expenses	\$ 1,981,269

The accompanying notes are an integral part of the financial statements.



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SECTION 00 43 13.15

AFFIDAVIT - WORKERS' COMPENSATION

Demolition of 10-12 Van Ness Street with Asbestos in Place

Bid No. 14.23

City of Newburgh, Orange County, New York

STATE OF:

)

) SS:

County of:

)

I, Katrina Adams of the Town, Village, City of Monroe

in the County of Orange and the State of New York

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

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

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

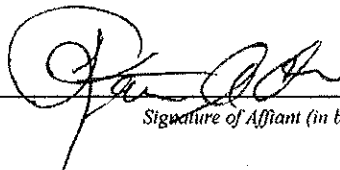
Beam Enterprises, Inc.

Contractor Name

Subscribed and sworn to Katrina Adams Vice President

Name of Affiant

Title of Affiant



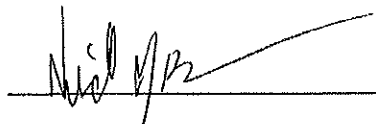
Signature of Affiant (in blue ink)

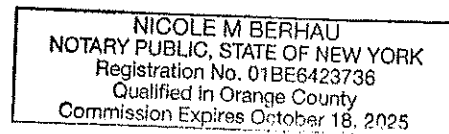
before me this 29th day of NOVEMBER, 20 23

Affix Notary Seal or Stamp below

Notary Public of NEW YORK, Orange County

My commission expires: 10/18/25

Notary Signature: 



This Affidavit must be completed by all Bidders

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SECTION 00 43 15

NON-COLLUSION BIDDING AFFIDAVIT

Demolition of 10-12 Van Ness Street with Asbestos in Place

Bid No. 14.23

City of Newburgh, Orange County, New York

STATE OF:

)

) SS:

County of:

)

I, Katrina Adams of the Town, Village, City of Monroe

in the County of Orange and the State of New York

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

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

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

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

commercial or selling agencies maintained by Beam Enterprises, Inc.

Contractor Name

Subscribed and sworn to Katrina Adams Vice President

Name of Affiant

Title of Affiant

Signature of Affiant (in blue ink)

before me this 29th day of November, 20 23

Affix Notary Seal or Stamp below

Notary Public of New York, Orange County

My commission expires: 10/18/25

Notary Signature: [Signature]

NICOLE M BERHAU
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01BE6423736
Qualified in Orange County
Commission Expires October 18, 2025

This Affidavit must be completed by all Bidders

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RESOLUTION NO.: 250 - 2023

OF

DECEMBER 11, 2023

A RESOLUTION AMENDING RESOLUTION NO: 286-2022, THE 2023 BUDGET FOR
THE CITY OF NEWBURGH, NEW YORK TO TRANSFER \$9,498.11
FROM GENERAL FUND AND \$26,201.89 FROM A TRUST AND AGENCY ACCOUNT
TO CAPITAL FUND FOR THE PURCHASE OF REAL PROPERTY KNOWN AS
QUASSAICK CREEK NORTH (SECTION 47, BLOCK 2, LOT 9),
QUASSAICK CREEK NORTH (SECTION 47, BLOCK 2, LOT 12), AND
BAY VIEW TERRACE (SECTION 49, BLOCK 1, LOT 7.1)

WHEREAS, an amendment to the 2023 Budget is necessary to transfer funds for the purchase of three (3) parcels of real property known as Quassaick Creek North (Section 47, Block 2, Lot 9 on the Orange County Tax Map), Quassaick Creek North (Section 47, Block 2, Lot 12 on the Orange County Tax Map), and Bay View Terrace (Section 49, Block 1, Lot 7.1 on the Orange County Tax Map) to further the City's compliance with a New York State Department of Environmental Conservation Consent Order to construct certain improvements to the combined sewer collection system in accordance with its Long Term CSO Control Plan; the same being in the best interest of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that Resolution No.: 286-2022, the 2023 Budget of the City of Newburgh, is hereby amended as follows:

	<u>Decrease</u>	<u>Increase</u>
A.8684.0448.0000.0000	\$ 9,498.11	
TE.8686.0400	<u>\$26,201.89</u>	
H1.8660.0200.0000.000		<u>35,700.00</u>
TOTAL:	\$37,500.00	\$37,500.00

SECTION 00 43 20

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

IRANIAN ENERGY SECTOR DIVESTMENT ACT AFFIDAVIT

Demolition of 10-12 Van Ness Street with Asbestos in Place

Bid No. 14.23

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

3 Name: Katrina Adams Title: Vice President

Signature: _____



Date: 11/29/23 Company Name: Beam Enterprises, Inc.

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

Subscribed and sworn to Katrina Adams Vice President
Name of Affiant *Title of Affiant*

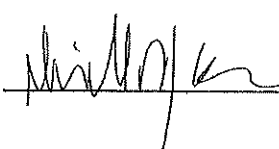
before me this 29th day of NOVEMBER, 20 23

Affix Notary Seal or Stamp below

Notary Public of New York / Orange County

My commission expires: 10/18/25

NICOLE M BERHAU
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01BE6423736
Qualified in Orange County
Commission Expires October 18, 2025

Notary Signature: 

This Affidavit must be completed by all Bidders

RESOLUTION NO.: 251 - 2023

OF

DECEMBER 11, 2023

**A RESOLUTION APPROVING A CITY-OWNED TAX FORECLOSED PROPERTIES
GENERAL LIABILITY INSURANCE POLICY AND MUNICIPAL INSURANCE POLICIES
FOR THE PERIOD OF JANUARY 1, 2024 TO DECEMBER 31, 2024**

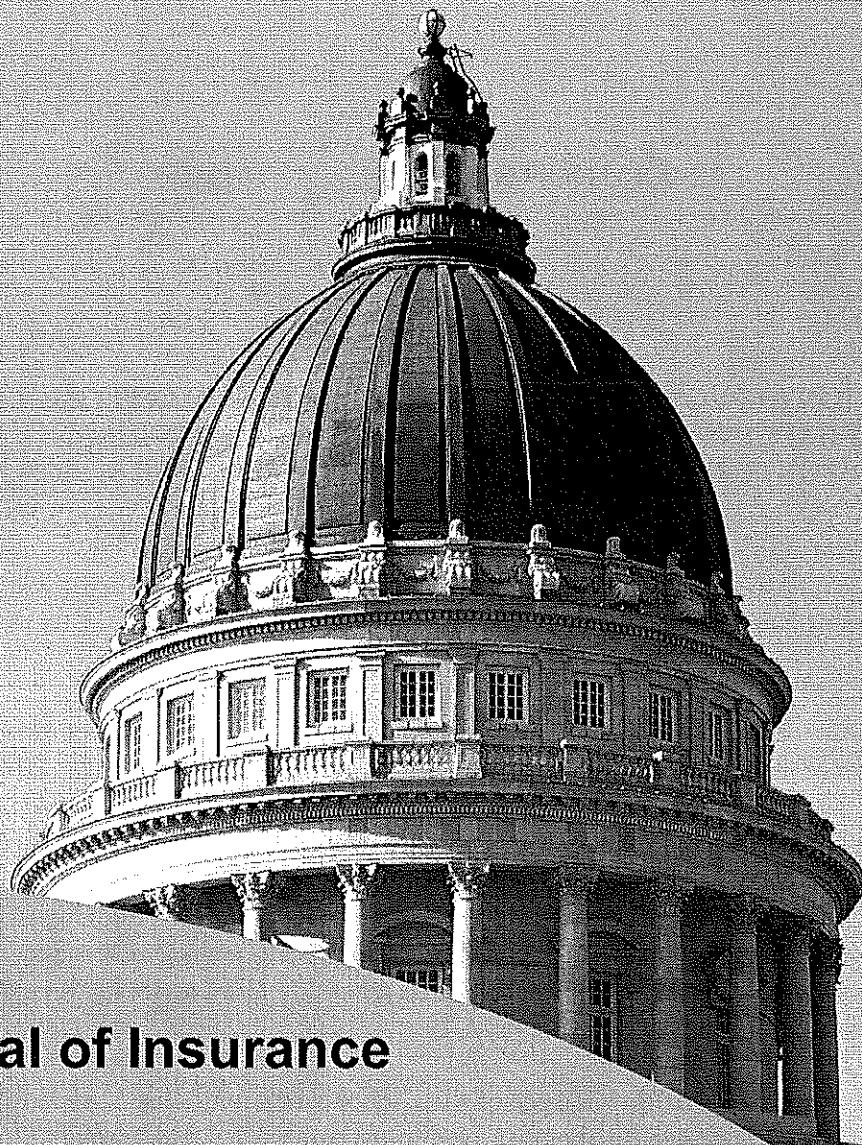
WHEREAS, Arthur J. Gallagher of New York, Inc. has solicited a policy of City-owned tax foreclosed properties liability insurance coverage for the period January 1, 2024 to December 31, 2024; and

WHEREAS, on behalf of the City of Newburgh, Arthur J. Gallagher of New York, Inc. has solicited proposals for municipal insurance coverage for the fiscal year 2024 and has recommended a package of insurance coverage for municipal property and municipal liability insurance coverage for Fiscal Year 2024;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York hereby approves a policy of insurance coverage for City-owned tax foreclosed properties for the term beginning January 1, 2024 through December 31, 2024 as set forth in the attached Insurance Proposal; and

BE IT RESOLVED, that the Council of the City of Newburgh, New York hereby approves the municipal insurance coverage for the term beginning January 1, 2024 through December 31, 2024 with the self-insured retention amounts and premium rates as set forth in the attached Insurance Proposal; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized and directed to execute agreements with Arthur J. Gallagher of New York, Inc. and Gallagher Bassett Services, Inc. to provide for insurance coverage, and third-party claims administration services, respectively, for the period of January 1, 2024 to December 31, 2024.



Proposal of Insurance

City of Newburgh

83 Broadway, 4th Floor
Newburgh, NY 12550

Arthur J. Gallagher Risk Management Services LLC
Sulim Bartok | Producer
Sulim_Bartok@ajg.com | (650) 863-2556

Presented: December 5, 2023

AJG License Nos. IL 100292093 / CA 0D69293



ajg.com

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Gallagher

Insurance | Risk Management | Consulting

Table of Contents

Your Gallagher Team.....	3
Program Structure	4
Named Insured.....	4
Market Review	5
Location Schedule.....	6
Full Program Details	7
Package - Gemini Insurance Company	7
Property – Zurich American Insurance Company	9
Environmental Liability - Evanston Insurance Company	12
General Liability - Associated Industries Insurance Co, Inc	15
Public Officials Liability - ACE American Insurance Company	17
Equipment Breakdown - Travelers Property Casualty Co of America	19
Cyber Liability - Houston Casualty Company	22
Package - Safety National Casualty Corporation	25
Excess Liability – Gemini Insurance Company	27
Premium Summary	29
Premium Financing.....	32
Payment Plans	33
Coinsurance Illustration	34
Proposal Disclosures	35
Proposal Disclosures	35
Surplus Lines Notice - New York	38
Surplus Lines Notice - New York	39
Surplus Lines Notice - New York	40
Surplus Lines Notice - New York	41
Client Authorization to Bind Coverage.....	42
Appendix	44
Bindable Quotations & Compensation Disclosure Schedule	44
Claims Reporting By Policy.....	46
Gallagher STEP Flyer	47
Business Continuity Flyer.....	49

Your Gallagher Team

Your Gallagher team is a true partner. We have the expertise to understand your business and we're here to service and stay alongside you, every step of the way.

<i>Service Team</i>	<i>Role</i>	<i>Email</i>	<i>Phone</i>
Sulim Bartok Area Vice President	Producer	Sulim_Bartok@ajg.com	(650) 863-2556 (c)
Nicole Anstett Client Service Manager Sr.	Client Service Manager	Nicole_Anstett@ajg.com	(914) 697-6066 (p)
Trevor Biel Client Service Manager Trainee - Achieve	Client Service Associate	Trevor_Biel@ajg.com	(203) 447-6669 (p)



Named Insured

<i>Named Insured</i>	<i>Package</i>	<i>Cyber Liability</i>	<i>Property</i>	<i>Environmental Liability</i>	<i>General Liability</i>	<i>Public Officials Liability</i>	<i>Equipment Breakdown</i>	<i>Excess Liability</i>
City of Newburgh	X	X	X	X	X	X	X	X

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

Market Review

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

<i>Line Of Coverage</i>	<i>Insurance Company * (AM Best Rate/Financial Strength)</i>	<i>Market Response *</i>	<i>Admitted **</i>
Package Excess Liability	Gemini Insurance Company (A+XV)	Quoted	Non-Admitted
Cyber Liability	Houston Casualty Company (A++)	Quoted	Non-Admitted
Package	Zurich American Insurance Company (A+XV)	Quoted	Admitted
Environmental Liability	Evanston Insurance Company (AXV)	Quoted	Non-Admitted
General Liability	Associated Industries Insurance Co, Inc (A-XV)	Quoted	Non-Admitted
Public Officials Liability	ACE American Insurance Company (A++XV)	Quoted	Admitted
Equipment Breakdown	Travelers Property Casualty Co of America (A++XV)	Quoted	Admitted
Package	Safety National Casualty Corporation (A++XV)	Quoted	Admitted

*If shown as an indication, the actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

**Gallagher companies use AM Best rated insurers and the rating listed above was verified on the date the proposal document was created.

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A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. Best's Credit Ratings™ are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings™ and Guide to Best's Credit Ratings, visit the AM Best website at <http://www.ambest.com/ratings>.

***If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier, and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund.

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

Location Schedule

Address	Building Description
79 Dubois Street	Water Department
55 Broadway	Firehouse/Police Station
83 Broadway	City Hall
492 Broadway	Firehouse
283 Carpenter St	Water Tower
660 Little Britain R	Dwelling/Garage
70 Pierce's Rd	Garage
141 Ellis Avenue	Tank
3 River Street	Incinerator
2 Renwick Street	Sewage Treatment
2 Renwick Street	Sludge Pump
2 Renwick Street	Sludge Processing
2 Renwick Street	Pump & Elec Bld
2 Renwick Street	Sludge Storage
2 Renwick Street	Grit Building
2 Renwick Street	Control Bldg.
493 Little Britain Road	Office/Control
493 Little Britain Road	Chlorination Bld
493 Little Britain Road	Storage Bldg.
207 Carpenter Avenue	Park Shelter
123 Carpenter Avenue	Shelter
70 Front Street	Comfort Station
401 Washington	Locker Management
401 Washington	Toilet Facility
401 Washington	Delano-Hitch Stadium 3,100 Capacity
401 Washington	Storage/Concessions
401 Washington	Activity Center
401 Washington	Park
401 Washington	Concession Stand
104 S. Lander Street	Community Center
125 Grand Street	Court
134 Grand Street (Liability Only)	Church Bldg.
856 Little Britain R	Facility
300 Broadway	Courthouse/Police Station
321 South William Street	Armory Building
123 Grand Street	Codes Building
1 River Street	sewage plant
North - No Plank Rd	water tank
129-131 S Robinson Ave	DPW / Police
210 Grand Street (Liability Only)	municipal park
10 Hasbrouck St (Liability Only)	municipal park
66 Courtney Ave (Liability Only)	municipal park
251 Liberty Street (Liability Only)	municipal park

Full Program Details

Liability Package

<i>General Information</i>	<i>Expiring</i>	<i>Renewal Quote</i>
Policy Term	1/1/2023 - 1/1/2024	1/1/2024 - 1/1/2025
Carrier	Gemini Insurance Company	Gemini Insurance Company
A.M. Best Rating	A+XV	A+XV
Admitted/Non-Admitted	Non-Admitted	Non-Admitted
Payment Plan	Payable within 20 days of Binding	Payable within 20 days of Binding
Payment Method	Agency Bill	Agency Bill
<i>Premium & Exposures</i>		
Premium	\$953,521.00	\$1,050,000
Surplus Lines Tax	\$34,326.76	\$37,800.00
Surplus Lines Filing Fee	\$1,430.28	\$1,575.00
TRIA	Included	Included
Minimum Premium	35%	35%
Estimated Cost	\$989,278.04	\$1,089,375 – Estimated Premium

General Liability, Law Enforcement Liability and Automobile Liability

<i>Coverages</i>	<i>Expiring</i>	<i>Renewal Quote</i>
General Liability and Law Enforcement Liability	\$5,000,000	\$5,000,000
Aggregate	\$5,000,000	\$5,000,000
Combined Single Limit - Each Accident (Unlimited Aggregate)	\$5,000,000	\$5,000,000
<i>Deductibles/SIR</i>		
Self-Insured Retention: Each Accident	\$500,000	\$500,000

<i>Endorsements (including but not limited to)</i>
CCP 1011 Public Entity Retained Limits Policy Declaration
CEN 5007 Schedule of Forms and Endorsements
CCP 1001 Common Conditions, Definitions and Exclusions
CCP 1002 General Liability Coverage Part
CCP 1003 Automobile Liability Coverage Part
CEN 1000 Signatures
CEN 2002 Cap on Losses from Certified Acts of Terrorism
CEN 3005 Dam, Reservoir, Levee Sub-limited Coverage Endorsement
CEN 9001 Trade or Economic Sanctions Endorsement
MAN 1000 Limited Sexual Abuse Coverage Part
ILP 001 "OFAC"
Loss Notice
RRE Loss Notice

Exclusions (including but not limited to)
Eminent Domain, Condemnation, Inverse Condemnation, Adverse Possession, Temporary or Permanent Taking.
Price Fixing, Restrain of Trade, Monopolization, Unfair Trade Practices
Purchase or selling of securities, or violation of any securities law.
Failure to pay bond, interest on a bond, any debt, financial guarantee or debenture.
Failure to Maintain Insurance
Insured's activities in any investing or fiduciary capacity.
Failure to execute required actions or mistaken actions committed in the administration of your employee benefit program
Rendering or failure to render; medical, surgical, dental, x-ray or nursing services.
Professional Services of Lawyer or Accountant
Workers' Compensation Law
Pollutants
Asbestos
Toxic or Pathological Properties of Lead
Ownership, Maintenance, Operation, Use Loading or Unloading or Entrustment of Others of any Watercraft Owned or Operated.
Operations of Any Landfill or Disposal Site.
War
Trampolines
Nuclear
Communicable Disease

Notice of Cancellation – 60 days 10 for Non-Payment of premium.

Property

<i>Carrier Information</i>	<i>Expiring</i>	<i>Renewal Quote</i>
Policy Term	1/1/2023-1/1/2024	1/1/2024 - 1/1/2025
Carrier	Zurich American Insurance Company	Zurich American Insurance Company
Admitted/Non-Admitted	Admitted	Admitted
A.M. Best Rating	A+XV	A+XV
Payment Plan	Payable within 20 Days of Binding	Payable within 20 Days of Binding
Payment Method	Agency Bill	Agency Bill
<i>Premium & Exposures</i>		
Premium	\$96,995.00	\$119,943.00
Carrier Fees - NY Fire Fee	\$1,087.26	\$1,381.39
Carrier Fees - Risk Engineering Fee	\$250.00	\$250.00
Estimated Cost	\$98,332.26	\$121,574.39
TRIA	Not Purchased	\$2,399 (Additional Premium)

Coverage:

	<i>Expiring</i>	<i>Renewal Quote</i>
Standard Coverages		
Building and Contents - Blanket	\$102,083,955	\$120,294,058

Coverage:

SUBJECT OF INSURANCE	AMOUNT	BASIS
Real Property & Personal Property	\$120,294,058	Blanket
134 Grand Street	Excluded	
Pump and Lift Stations	Included in Building Limit	
Earthquake	\$5,000,000	
Flood	\$5,000,000	Zone C and X Unshaded Zone X500, B and X Shaded
Debris Removal	25% of direct physical loss of or damage to covered property plus the deductible in the policy applicable to that loss or damage.	The expenses will be paid only if they are reported to us in writing within 180 days
Additional Debris Removal	\$300,000	Per Location/Per Occurrence
Pollutant Clean up and Removing	\$250,000	During Each Separate 12 Month Period
Accounts Receivable	\$250,000	Per Occurrence
Animal Mortality	\$15,000	Per Animal/\$100,000 Aggregate
Building Ordinance or Law	Included in Bldg. Limit \$1,000,000	Coverage A Coverage B, C
Business Income and Extra Expense	\$500,000	Per Occurrence
Period of Restoration	Increased Period to Comply with Ordinance or Law	
Fine Arts	\$10,000 \$100,000	Per Item Per Loss

Coverage:

SUBJECT OF INSURANCE	AMOUNT	BASIS
Grounds Maintenance Equipment	\$100,000	Per Occ/\$5,000 Max Per Item
Newly Acquired or Constructed Property	\$2,000,000 \$1,000,000	Each Building Contents
Portable Audio Visual and Communications Equipment	\$100,000	Per Occurrence
Portable Emergency Response Equipment	\$100,000	
Portable Equipment used by Law Enforcement and Public Safety	\$100,000	
Sewer Backup	\$500,000	Per Occurrence
Theft of Building Materials and Supplies	\$100,000	Each Described Premises
Valuable Papers and Records	\$250,000	Each Described Premises
Traffic Lights, Traffic Signs, Parking Meters, Fire Hydrants, Guard Rails, Bus Shelters	\$100,000	Per Occurrence
Valuable Papers and Records	\$250,000	Each Described Premises
Inland Marine		
Scheduled Limit	\$1,068,600	
Rental Reimbursement (Rental Expense)	\$100,000	
Contractors Equipment-Leased or Rented from Others	\$500,000	
Misc Property & Equipment (Unscheduled)	\$1,225,597	\$10,000 Max Any One Item

Deductibles / Self-Insured Retention

TYPE	COVERAGE	AMOUNT
Deductible	All Other	\$100,000
Deductible	Earthquake	2%
Deductible	Accounts Receivable, Fine Arts, Grounds Maintenance Equipment, Communications Equipment, Portable Equipment, Traffic Lights, Valuable Papers and Records	\$500
Deductible	Inland Marine	\$50,000

Endorsements (including but not limited to)

U-ZPRO-521-B CW (5/18)

Exclusions (including but not limited to)

Asbestos, Lead, Silica, Nuclear, Nuclear Hazard, Pollution, Fungi/Bacteria, Electromagnetic Radiation, Communicable Disease, War and Military Action, Nuclear Device Detonation, Pathogenic or Poisonous Biological or Chemical Materials, Violation of Economic or Trade Sanctions. Exclusions as stated on the Building and Personal Property Coverage Form. Flood does not apply to any location(s) situated in a "special flood coverage area" as determined by the Federal Emergency Management Agency (FEMA). These areas are currently designated by FEMA as zones A, AE, AO, AH, A1-A30, A99, AR, AR/AE, AR/AO, AR/A1-A30, AR/AH, AR/A,V, VI-V30, VE, VO,X500, XFUT, B, XB, and X500 and on a FEMA Flood Rate Map, shaded X. Any area later designated by FEMA as a "special flood coverage area" at the time of a Covered Cause of Loss is also subject to this limitation. Any area removed by FEMA from a "special flood coverage area" designated at the time of a Covered Cause of Loss is not subject to this limitation.

Type	Description
Special Form Perils	Special From, Including Theft

Environmental Liability

Carrier Information	Expiring	Renewal Quote
Policy Term	1/1/2023 - 1/1/2024	1/1/2024 - 1/1/2025
Carrier	Evanston Insurance Company	Evanston Insurance Company
A.M. Best Rating	AXV	AXV
Admitted/Non-Admitted	Non-Admitted	Non-Admitted
Payment Plan	Payable within 20 Days of Binding	Payable within 20 Days of Binding
Payment Method	Agency Bill	Agency Bill
Premium & Exposures		
Premium	\$30,950.00	\$32,155.00
Surplus Lines Tax	\$1,107.63	\$1,175.78
Surplus Lines Filing Fee	\$46.49	\$48.98
Wholesaler Fees - Broker Fee	\$500	\$500.00
TRIA	Not Purchased	
Minimum Type	Minimum Earned Premium	Minimum Earned Premium
Minimum Amount	25%	25%
Estimated Cost	\$32,292.12	\$33,879.58

Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
Environmental Liability	Claims Made	01/01/22	

Coverage:

DESCRIPTION	AMOUNT
Bodily Injury and Property Damage Resulting from New Pollution Conditions	\$1,000,000 Each Claim Limit
Crisis Management and Emergency Response Costs	\$250,000 Each Claim Limit \$250,000 Aggregate Limit
Off Site Cleanup Costs Resulting from New Pollution Conditions	\$1,000,000 Each Claim Limit
On Site Cleanup Costs Resulting from New Pollution Conditions	\$1,000,000 Each Claim Limit
Disciplinary Proceedings	Defense Cost \$25,000 Each Disciplinary Proceeding. Loss of Earnings or Expense \$10,000 Each Claim or Each Disciplinary Proceeding
Loss of Earnings or Expenses Limit	\$10,000
Coverage Form Aggregate Limit	\$2,000,000
Total Policy Aggregate Limit	\$2,000,000

Schedule of Covered Locations

2 Renwick Street, Newburgh, NY 12550
493 Little Britain Road, Newburgh, NY 12550
283 Carpenter Avenue, Newburgh, NY 12550
70 Pierces Road/88 Pierces Road, Newburgh, NY 12550
125-129 Grand Street, Newburgh, NY 12550
21 Grand Street/55 Broadway, Newburgh, NY 12550

300 Broadway, Newburgh, NY 12550
79 Dubois Street, Newburgh, NY 12550

Deductibles / Self-Insured Retention

TYPE	COVERAGE	AMOUNT
Self-Insured Retention		\$10,000

Endorsements include, but are not limited to:

DESCRIPTION
MJIL 1000 08 10 Jacket/Signature Page
MPEI 2000 06 23 Emergency Response Hotline
MPIL 1007 01 20 Privacy Notice
MPIL 1039 01 12 Common Policy Surplus Lines Notification Supplement to Declarations
MPIL 1083 04 15 U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders
MDEI 2014 11 17 Environmental Common Policy Declarations
MDIL 1001 08 11 Form Schedule
MEEI 2346 06 21 Exclusion of Certified Acts of Terrorism
MEEI 2562 11 17 Application Warranty
MEIL 1200 03 23 Service of Suit
MEIL 1233 11 13 Notice of Cancellation as Required by Contract – Additional Insureds Number of Days: 30
MEEI 0017 01 22 Common Policy Conditions
MEIL 1247 08 15 Minimum Earned And Minimum Retained Premium Minimum Earned Premium Percentage: 25% Minimum Retained Premium Percentage: 100% Fully Earned date: 01/01/2023
MDEI 2017 09 22 Site Pollution and Environmental Supplemental Declarations
MEEI 0008 09 22 Site Pollution and Environmental Coverage Form
MDEI 2018 09 22 Schedule of Covered Locations
MEEI 2238 09 22 Sublimit - Underground Storage Tanks 1 UST at 493 Little Britain Road (tank no. 3) installed 6/1/1999 storing diesel with 1,000 gallon capacity 2 USTs at 70 Pierces Road (tank nos. 1 and 2) installed 2/23/1999 and 1/1/1994, storing diesel and gasoline/10% ethanol, capacities are 2,500 and 6,000 gallons respectively
MIL 12 14 09 17 Trade or Economic Sanctions
MEIL 1225 10 11 Changes – Civil Union

Exclusions include, but are not limited to:

DESCRIPTION
Cyber Incident, Data Compromise, and Violation of Statutes Related to Personal Data
Mold and Legionella Pneumophlia for Specified Covered Locations - All Covered Locations

Exclusions include, but are not limited to:

DESCRIPTION
Perfluorinated Compounds For Specified Covered Locations And Insuring Agreements Covered Location(s): All locations and insuring agreements
Specified Pollutants – Pollutant Common Name: AFFF-Aqueous Fil Forming Form; AR-AAF – Alcohol Resistant-Aqueous Film Forming Foam
Communicable Disease

General Liability

<i>Carrier Information</i>	<i>Expiring</i>	<i>Renewal Quote</i>
Policy Term	1/1/2023 - 1/1/2024	1/1/2024 - 1/1/2025
Carrier	Associated Industries Insurance Co, Inc	Associated Industries Insurance Co, Inc
A.M. Best Rating	A-XV	A-XV
Admitted/Non-Admitted	Non-Admitted	Non-Admitted
Payment Plan	Payable within 20 Days of Binding	Payable within 20 Days of Binding
Payment Method	Agency Bill	Agency Bill
Premium & Exposures		
Premium	\$30,000.00	\$40,000.00
Surplus Lines Tax	\$1,080.00	\$1,440.00
Surplus Lines Filing Fee	\$45.00	\$60.00
Wholesaler Fees - Broker Fee	\$175.00	\$200.00
Carrier Fees - Inspection Fee	\$700.00	\$1,200.00
TRIA	Not Purchased	\$1,245.00 (Additional Premium)
Minimum Earned Premium	25%	25%
Estimated Cost	\$32,000.00	\$42,825.00
Exposures (# of Buildings)	33	45
Standard Coverages		
General Aggregate Limit - Location, Project	\$2,000,000	\$2,000,000
Medical Expense	\$5,000	\$5,000
Damage to Premises Rented to You	\$100,000	\$100,000
Each Occurrence Limit	\$1,000,000	\$1,000,000
Personal and Advertising Injury	\$1,000,000	\$1,000,000
Deductibles/SIR		
Bodily Injury	\$1,000	\$1,000
Property Damage	\$1,000	\$1,000
Personal And Advertising Injury Liability	\$1,000	\$1,000

Endorsements (including but not limited to)		
AESGL230 0820 Non-Cooperation with Premium Audit Endorsement		
AESGL231 0322 Multiple Policies Non-Stacking of Limits Endorsement		
AESPN 0811 Associated Industries Insurance Company Privacy Policy		
CG0001 1207 Commercial GL Coverage Form		
CG0104 1204 NY Changes – Premium Audit		
CG2144 0798 Limitation of Coverage to Designated Premises or Project		
CG2621 1091 NY Changes-Transfer of Duties when a Limit of Insurance is used up		
IL0003 0908 Calculation of Premium		
IL0017 198 Common Policy Conditions		
NXGL004 0809 Amendment-Common Policy Conditions		
NXGL005 0420 Policyholder's Guide to Reporting a Casualty Claim		
NXGL007 0809 Minimum Retained Audit Premium		
NXGL008 0809 Minimum Retained Premium		
NXGL0037 0809 Deductible Liability Endorsement – Including Expense (Per Occurrence/Offense)		
Exclusions (including but not limited to)		
Products Completed Operations Hazard		

Habitability
Recordings and Distribution of Material or Information in Violation of Law
Access or Disclosure of Confidential or Personal Information and Data-Related Liability
Unmanned Aircraft
Communicable Disease
Employment-Related Practices
Total Pollution (unless Purchased)
Certified Nuclear, Biological, Chemical or Radiological Acts of Terrorism
Nuclear Energy Liability
Radon
Electromagnetic Fields (EMF'S)
Punitive Damages
Assault and Battery
Animals
BI to Independent Contractors
Construction Activities
Discrimination
Firearms
Residential Conversion
Total Liquor Liability
Cross Suits (Insureds)
Standard Additional
Total Professional Services

Exposures:

Code	Rate	Exposures
41650		13,249
63010		22
63011		8
63012		6
63013		1
68606		36,685
62003		2

Conditions of Binding

Signed Acord Application

Signed Terrorism Form

Audit Frequency – Annually

Public Officials Liability

<i>Carrier Information</i>	<i>Expiring</i>	<i>Renewal Quote</i>
Policy Term	1/1/2023 - 1/1/2024	1/1/2024 - 1/1/2025
Carrier	ACE American Insurance Company	ACE American Insurance Company
A.M. Best Rating	AXV	A++XV
Admitted/Non-Admitted	Admitted	Admitted
Payment Plan	Payable within 20 days of Binding	Payable within 20 Days of Binding
Payment Method	Agency Bill	Agency Bill
<i>Premium & Exposures</i>		
Premium	\$32,397.00	\$38,637.00
Minimum Type	Minimum Earned Premium	Minimum Earned Premium
Minimum Amount	25%	25%
Estimated Cost	\$32,397.00	\$38,638.00
<i>Standard Coverages</i>		
Public Officials Management	\$5,000,000	\$5,000,000
Employment Practices Liability	\$5,000,000	\$5,000,000
Crisis Management Fund	\$50,000	\$50,000
Non-Monetary Defense	\$250,000	\$250,000
Employee Benefits Liability	\$25,000	\$25,000
Hammer Clause	Insured 70%/Uninsured 30%	Insured 70%/Uninsured 30%
<i>Deductibles/SIR</i>		
Self-Insured Retention	\$250,000	\$250,000

Extended Reporting Period (ERP) Options*:

COVERAGE	TERM	PREMIUM
Optional ERP	12 Months	100% of Annual Premium
	24 Months	150% of Annual Premium
	36 Months	175% of Annual Premium

*If ERP coverage is desired, then that requests must be in writing to the carrier within 30 Days of the Effective Date of the Policy Expiration. 75 Day Automatic Extended Reporting Period applies at Effective date of Policy Expiration.

Exclusions (including but not limited to)
PF-23536
CC-1K11J Signatures
PF-33468 Notice Amended Endorsement
PF-46422 Trade or Economic Sanctions Endorsement
PF-37210 Network Security or Privacy Exclusion
PF-299861 False Claims Act Exclusion
PF-299861 Limits of Liability Amended Endorsement
PF-3541 Bond Exclusion
PF-308205 Public Entity Liability Enhancement
PF-49225a Amend Exclusion M – Other Public Entity Operations – Law Enforcement Agencies
PF-51561 Exclusion E (Adverse Use) Amended Defense Sublimit \$100,000
PF-24285 Waiver of Application

PF-264014 Employee Benefits Liability Exclusion Amended – Claims Expense Sub-Limit
PF-2716a NY Amendatory
PF-17914a OFAC
TR-19606e Policy Disclosure of Notice of Terrorism Insurance Coverage
ALL-20887a Chubb Producer Compensation Practices & Policies

Exclusions include, but are not limited to:

DESCRIPTION
Law Enforcement Agencies
Bond
False Claims Act
Network Security or Privacy Exclusion
Intentional or Knowing Violation of the Law by an Insured
Alleging, based upon, arising out of or attributable to the operation of the laws, and principles of eminent domain, condemnation, inverse condemnation, temporary or permanent taking, adverse possession or dedication by adverse use.
Any allegation relating to the foregoing D.1, D.2 and D.3 that an Insured negligently employed, investigated, supervised or retained a person, or based on an alleged practice, custom or policy and including, without limitation, any allegation that the violation of a civil right caused or resulted from such Damages, Claims Expenses or Claim.
Strikes, Civil Commotion or Riots
Alleging, based upon, arising out of or attributable to the failure to effect or maintain any insurance or bond, which shall include, but not be limited to, insurance provided by self-insurance arrangements, pools, self-insurance trusts, captive insurance companies, retention groups, reciprocal exchanges or any other plan or agreement of risk transfer or assumption. However, this exclusion shall not apply to Claims Expenses
Pollutants
Alleging, based upon, arising out of or attributable to the planning, construction, maintenance, operation or use of any nuclear reactor, nuclear waste storage or disposal site or any other nuclear facility; the transportation of nuclear material; or any nuclear reaction or radiation, or radioactive contamination, regardless of its cause.
Breach of any express, implied, actual or constructive contract, warranty, guarantee or promise, However, this subsection of this exclusion shall not apply to any Claim alleging any Wrongful Employment Practice ; or any construction, architectural or engineering contracts and/or agreements or the actual or alleged liability assumed by the Insured under any express, implied, actual or constructive contract or agreement, unless such liability would have attached to the Insured even in the absence of such contract or agreement
Alleging, based upon, arising out of or attributable to any Insured's activities as a trustee or fiduciary as respects any type of Employee benefit plan, including any pension, savings, or profit sharing plan or to any amounts or benefits due under any fringe benefit program, retirement program, incentive program, perquisite program, entitlement program or other benefits owed to any Employee , including, but not limited to any actual or alleged violation of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act of 1974 , any similar state or local laws, and any rules and regulations promulgated thereunder and amendments thereto.
Alleging, based upon, arising out of or attributable to any Wrongful Act prior to the inception date of the first policy issued by the Insurer or any affiliate thereof, and continuously renewed and maintained, if, on or before such date, any Insured knew or could have reasonably foreseen that such Wrongful Act could lead to a Claim .
Workers' Compensation, Disability Benefits, Unemployment Compensation, Unemployment Insurance, Retirement Benefits, Social Security Benefits or Similar Law; However, this exclusion shall not apply to that part of any Claim for Retaliation

Defense Outside the Limits of Liability

Equipment Breakdown

<i>Carrier Information</i>	<i>Expiring</i>	<i>Renewal Quote</i>
Policy Term	1/1/2023 - 1/1/2024	1/1/2024 - 1/1/2025
Carrier	Travelers Property Casualty Co of America	Travelers Property Casualty Co of America
A.M. Best Rating	A++XV	A++XV
Admitted/Non-Admitted	Admitted	Admitted
Payment Plan	Payable within 20 Days of Binding	Payable within 20 Days of Binding
Payment Method	Agency Bill	Agency Bill
Premium & Exposures		
Premium	\$10,180.00	\$13,598.00
TRIA	Included	Included
Minimum Type	None	None
Estimated Cost	\$10,180.00	\$13,598.00
Standard Coverages		
Equipment breakdowns	\$50,000,000	\$50,000,000
Sump Overflow	\$5,000	\$5,000
Hazardous substance	\$10,000,000	\$10,000,000
Data or Media	\$5,000,000	\$5,000,000

Coverage:

DESCRIPTION	LIMIT
Property Damage	Included in Total Limit
Business Income	Included in Total Limit
Extra Expense	Included in Total Limit
Spoilage Damage Coverage	Included in Total Limit
Utility Interruption Waiting Period	4 Hours
Civil Authority	100 Miles/3 Weeks
Dependent Property	\$10,000,000
Electronic Data or Media	\$5,000,000
Error and Omissions Coverage	Included in Total Limit
Expediting Expenses Coverage	Included in Total Limit
Extended Period of Restoration	365 Days
Fungus, Wet Rot & Dry Rot Limits	Included in PD Limit
Green Coverage Enhancements EB T2 76	
Property Damage % Factor	5%
Property Damage Limit	\$1,000,000
BI/EE # of Days	30 Days
Ingress or Egress Coverage	1 Days
Newly Acquired Locations Coverage	Included in Total Limit
Number of Days of Coverage	365 Days
Off Premises Equipment Coverage	\$5,000,000

DESCRIPTION	LIMIT
Ordinance or Law	
Undamaged Property	\$10,000,000
Demolition	Included in Total Limit
Increased Cost of Construction	Included in Total Limit
Refrigerant Contamination Limitation	Included in Total Limit
Water Damage Limitation	Included in Total Limit
Drying Out Limit of Insurance	Included in PD Limit
Number of Days of Notice for Cancellation	90 Days, 20 for Non-Payment of Premium
Brands and Labels	Included
Claim Date Expense Endorsement	\$25,000
Deductible Waiver Endorsement for Joint Loss	Included
Diagnostic Equipment	Covered
Electrical Surge or Disturbance Endorsement	Included in Total Limit
Joint Loss Agreement	Included
Jurisdictional Inspections	Included
Knowledge of Loss Endorsement	Included
New Generation Valuation-Up to an Additional 50%	Included
New York Changes-Estimation of Claims; Fungus, Wet Rot and dry Rot	Included
Ordinary Payroll	Covered
Pairs and Sets Valuation	Included
Production Machines	Covered
Specific Perils Elimination Endorsement	Included
Underground Pressure Vessel and Piping Coverage Endorsement	Included in Total Limit
Unused Extended Warranty Reimbursement	Included

Endorsements (including but not limited to)
Common Policy Declarations - IL T0 01 0 01/01/2007
Forms, Endorsements And Schedule Numbers - IL T8 01 10/01/1993
Common Policy Conditions - IL T0 01 0 01/01/2007
Dependent Properties - Loc Schedule - EB T4 01 08/01/2008
Off Premises Equipment Coverage - EB T3 88 08/01/2008
Drying Out Coverage - EB T3 61 08/01/2008
Knowledge Of Loss - EB T3 58 12/01/2009
Claim Data Expense - EB T3 36 08/01/2008
Unnamed Locations Coverage - EB T3 34 08/01/2008
Covered Premises-Special Schedule - EB T3 26 08/01/2008
Errors & Omissions - EB T3 10 08/01/2008
Deductible Waiver - EB T3 07 08/01/2008

General Purpose Endorsement - BM T8 01
General Purpose Endorsement - BM T8 00
Energymax21 Equip Breakdown Protection - EB T1 00 08/01/2008
Energymax 21 Eb Table Of Contents - EB T0 01 02/01/2009
Energymax 21 Equip Breakdown Prot Decs - EB T0 00 08/01/2008
Exclusions (including but not limited to)
Electronic Vandalism
Underground Waste, Drainage or Sewer Piping
Underground Water Piping that is not part of a closed loop used to conduct heat or cooling from a boiler or a refrigeration or air conditioning system

Cyber Liability

Carrier Information	Expiring	Renewal Quote
Policy Term	1/1/2023 - 1/1/2024	1/1/2024 - 1/1/2025
Carrier	Houston Casualty Company	Houston Casualty Company
A.M. Best Rating	A++XV	A++XV
Admitted/Non-Admitted	Non-Admitted	Non-Admitted
Payment Plan	Payable within 20 Days of Binding	Payable within 20 Days of Binding
Payment Method	Agency Bill	Agency Bill
Premium & Exposures		
Premium	\$24,163.00	\$24,163.00
Surplus Lines Tax	\$876.89	\$876.89
Surplus Lines Filing Fee	\$36.54	\$36.54
Carrier Fees - Policy Fee	\$195.00	\$195.00
Minimum Type	None	None
Estimated Cost	\$25,271.43	\$25,271.43
Standard Coverages		
Multimedia Liability	\$1M/\$1M	\$1M/\$1M
Security and Privacy Liability	\$1M/\$1M	\$1M/\$1M
Privacy Regulatory Defense & Penalties	\$1M/\$1M	\$1M/\$1M
PCI DSS Liability	\$1M/\$1M	\$1M/\$1M
Bodily Injury Liability	\$250K/\$250K	\$250K/\$250K
Property Damage Liability	\$50K/\$50K	\$50K/\$50K
TCPA Defense Coverage	\$50K/\$50K	\$50K/\$50K
First Party Insuring Agreements		
Breach Event Costs	\$1M/\$1M	\$1M/\$1M
Post Breach Remediation Costs	\$25K/\$25K	\$25K/\$25K
BrandGuard	\$1M/\$1M	\$1M/\$1M
System Failure	\$1M/\$1M	\$1M/\$1M
Dependent System Failure	\$1M/\$1M	\$1M/\$1M
Cyber Extortion	\$1M/\$1M	\$1M/\$1M
Cyber Crime		
Financial Fraud Sublimit	\$50K/\$50K	\$50K/\$50K
Telecommunications and Utilities Fraud Sublimit	\$50K/\$50K	\$50K/\$50K
Phishing Fraud Sumblimits		
Your Phishing Fraud Loss Sublimit	\$50K/\$50K	\$50K/\$50K
Client Phishing Fraud Loss Sublimit	\$50K/\$50K	\$50K/\$50K
Aggregate Sublimit	\$50K	\$50K
Cyber Crime Aggregate (Combined)	\$50K	\$50K
Bricking Loss	\$1M/\$1M	\$1M/\$1M
Property Damage Loss	\$50K/\$50K	\$50K/\$50K
Reward Expenses	\$50K/\$50K	\$50K/\$50K
Court Attendance	\$25K/\$25K	\$25K/\$25K
Additional Defense Costs Limit	NIL	NIL

<i>Carrier Information</i>	<i>Expiring</i>	<i>Renewal Quote</i>
Breach Events Costs Outside the Limit of Enhancement	N/A	N/A
Deductibles/SIR		
Multimedia Liability	\$50,000	\$50,000
Security and Privacy Liability	\$50,000	\$50,000
Privacy Regulatory Defense & Penalties	\$50,000	\$50,000
PCI DSS Liability	\$50,000	\$50,000
Bodily Injury Liability	\$50,000	\$50,000
Property Damage Liability	\$50,000	\$50,000
TCPA Defense Coverage	\$50,000	\$50,000
Breach Event Costs	\$50,000	\$50,000
Post Breach Remediation Costs	\$50,000	\$50,000
BrandGuard		
Waiting Period	2 Weeks	2 Weeks
Period of Indemnity	6 Months	6 Months
System Failure		
Data Recovery	\$50,000	\$50,000
Non- Physical Business Income		
Waiting Period	8 Hours	8 Hours
Period of Restoration	6 Months	6 Months
Dependent System Failure		
Data Recovery	\$50,000	\$50,000
Non- Physical Business Income		
Waiting Period	12 Hours	12 Hours
Period of Restoration	4 Months	4 Months
Cyber Extortion	\$50,000	\$50,000
Cyber Crime	\$50,000	\$50,000
Bricking Loss	\$50,000	\$50,000
Property Damage Loss	\$50,000	\$50,000
Reward Expenses	\$50,000	\$50,000
Court Attendance Costs	None	None
Defense Limitations		
	Defense Limits are Inside the Limit of Liability	Defense Limits are Inside the Limit of Liability
Reim Type		
Cyber Liability - Claims Made		Full Prior Acts
Definition Of Claim:		
Refer to policy form		
Claims Made Disclaimer:		
Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within (30) days of the expiration date. The cost of this extended reporting period is 100% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within (60) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.		



Endorsements (including but not limited to)
NGP1082-52020 Amendment of Other Insurance Provisions Excess Insurance
NGP1077-42020 Biometric Claims Sublimit A. Biometric Claims Sublimit: \$100,000 Each Biometric Claim /\$100,000 Aggregate B. Biometric Claims Deductible: To match option selected. C. None; Full Unknown Prior Acts.
NGP1078-52020 Nuclear Incident Exclusion
NGP1076-42020 Policyholder Disclosure Notice of Terrorism Insurance Coverage
NGP1075-42020 Service of Suit
NGP 1000 NetGuard Policy
Exclusions (including but not limited to)
Nuclear Incident

Package

Carrier Information	Expiration	Quote
Policy Term	N/A	1/1/2024 - 1/1/2025
Carrier		Safety National Casualty Corporation
Admitted/Non-Admitted		Admitted
A.M. Best Rating		A++XV
Payment Plan		Payable within 20 days of binding
Payment Method		Agency Bill
Premium & Exposures		
Premium		\$824,912.00
Minimum Type		None
Estimated Cost		\$824,912.00
TRIA		\$2,944 (Additional Premium)

Coverages

	Quote
Standard Coverages	
General Liability	\$5,000,000 Each Occurrence \$500,000 Damage to Premises Rented to You, Any One Premises
Employee Benefits Liability	\$5,000,000
Automobile Liability	\$5,000,000
Law Enforcement Liability	\$5,000,000
Public Officials and Employment Practices Liability	\$5,000,000
Deductibles/SIR	
General Liability	\$500,000
Automobile Liability	\$500,000
Law Enforcement Liability	\$500,000
POL/EPLI	\$250,000
Defense Limitations	
Defense Costs Inside the Retained Limit and Outside the Limits of Liability	
Form Type	
Retroactive Date	
Definition Of Claim:	
Refer to policy.	
Claims Made Disclaimer:	
Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within ([Days To Extend]) days of the expiration date. The cost of this extended reporting period is [Percent Cost]% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within ([Days To Report]) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.	

Endorsements (including but not limited to)
PEERLL 00 00 12 22 Public Entity Excess Retained Limits Liability Insurance Policy

PE 33 00 12 22 NY Changes Transfer of Duties When a Limit of Insurance is Used Up
PE 231 00 12 22 NY NY Changes - Cancellation and Non Renewal
PE 121 00 12 22 Amendatory Endorsement
SNIL PN 002 31 12 22 NY Policyholders Notice-Claims Made
SNIL PN 003 31 12 22 NY Notice to and Acknowledgment by Policy holder Defense Costs within the Retained Limit
SNILP PN 004 31 12 22 NY Disclosure Notice to Policyholder NY Free Trade Zone
PE 10 00 02 22 Public Entity Excess Retained Limits Liability Insurance Policy Declarations
CP 99 03 05 19 Commercial Policy Cover
PN 99 02 02 09 Privacy Statement
IL P 001 01 04 "OFAC"
IL N 001 09 03 Fraud Statement
IL 10 06 12 08 Schedule of Forms and Endorsements
PE 006 00 31 12 22 NY Changes-Prior Acts Coverage
Exclusions (including but not limited to)
Failure to Supply
Bankruptcy or Insolvency
Any access to or disclosure of any a. person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, unpublished lists, financial information, credit card information, health information, biometric information concerning an individual's personal and behavioral characteristics, grades, testing or any other type of nonpublic information
The loss of, loss of use of, damage to, b. corruption of, inability to access, or inability to manipulate electronic data
Any failure, malfunction, error or problem c. in any electronic data network or computer system, or any related or component part, including but not limited to hardware and software, or any intrusion into, breach of or improper access to such a network or system
The actual, alleged or threatened a. presence of, exposure to, release or escape of electromagnetic fields at any time
Land Subsidence
Punitive, Exemplary, Multiplied Damages or Monetary Damages
Hazardous Properties of Nuclear Material
Nuclear Reactor
Pollutants or Property in which Pollutants are Contained are upset, overturned or damaged
War
The Telephone Consumer Protection Act a. (TCPA)
Any similar federal, state or local statute, d. ordinance or regulation, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.
Law Enforcement Activities in the Course of Moonlighting
The unintentional discharge, dispersal, (3) seepage, migration, release or escape of fuels, lubricants or other operating fluids needed for or resulting from the normal electrical, hydraulic or mechanical functioning of mobile equipment, provided the fuels, lubricants, gases or other operating fluids are released directly from a vehicle part designed by its manufacturer to hold, store, receive or dispose of them;
Silica, Silica-Related Dust, or any Product or Materials Containing Silica or Silica-Related Dust
Fungi or Bacteria
Asbestos in any Form, Including Products or Materials Containing Lead
Unmanned Aircraft

Excess Liability

Carrier Information	Expiring	Renewal Quote
Policy Term	N/A	1/1/2024 - 1/1/2025
Carrier		Gemini Insurance Company
Admitted/Non-Admitted		Non-Admitted
A.M. Best Rating		A+XV
Payment Plan		Agency Bill
Payment Method		Payable Within 20 Days of Binding
Premium & Exposures		
Premium		\$380,000.00
Minimum Earned Premium		35%
Surplus Lines Tax		\$13,680.00
Surplus Lines Filing Fee		\$570.00
Estimated Annual Premium		\$394,250.00
TRIA		\$8,105.99 (Additional Premium)

Coverages

	Quote
Standard Coverages	
Each Occurrence, Accident, Act or Claim	\$5,000,000
Aggregate	\$5,000,000
Defense Limitations	
Defense Costs Outside the Limit of Liability	
Form Type	
Occurrence	
Underlying Schedule	
Auto Liability	Safety National Casualty Corp 1/1/24-25 \$5,000,000 Each Occurrence/Self Insured Retention \$500,000
General Liability	Safety National Casualty Corp 1/1/24-25 \$5,000,000 Each Occurrence/\$5,000,000 Aggregate Self Insured Retention \$500,000
Law Enforcement Liability	Safety National Casualty Corp 1/1/24-25 \$5,000,000 Each Occurrence/\$5,000,000 Aggregate Self Insured Retention \$500,000
Public Officials and Employment Practices Liability	Safety National Casualty Corp 1/1/24-25 \$5,000,000 Each Occurrence/\$5,000,000 Aggregate Self Insured Retention \$250,000

Endorsements (including but not limited to)

XFP 4000 Berkley Public Entity Premier – Excess Liability Follow Form Policy Declarations
XFP 4002 Schedule of Forms and Endorsements

XFP 4003 Berkley Public Entity Premier Excess Liability Follow Form Policy
XFP 4200 Signatures
XFP 4204 Service of Suit
XFP Cap on Losses from Certified Acts of Terrorism
ILP 001 US Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders
Loss Notice
Exclusions (including but not limited to)
Terrorism
Communicable Disease
Cyber Incident and Biometric Information
Perfluoroalkyl and Polyfluoroalkyl
Trade or Economic Sanctions

Premium Summary

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

<i>Line of Coverage</i>		<i>Expiring</i>	<i>Renewal Options</i>	
		<i>Geniut Insurance Company</i>	<i>Geniut Insurance Company</i>	
Package	Premium	\$953,521.00		
	Surplus Lines Tax	\$34,326.760		
	Surplus Filing Fee	\$1,430.28		
	Estimated Cost*	\$989,278.04		
	Change (\$)			
	Change (%)			
		<i>Houston Casualty Company</i>	<i>Houston Casualty Company</i>	<i>Recommended Program</i>
Cyber Liability	Premium	\$24,163.00	Premium	\$24,163.00
	Surplus Lines Tax	\$879.89	Surplus Lines Tax	\$879.89
	Surplus Filing Fee	\$36.53	Surplus Filing Fee	\$36.53
	Policy fee	\$195.00	Policy fee	\$195.00
	Estimated Cost*	\$25,271.43	Estimated Cost*	\$25,271.43
	Change (\$)		Change (\$)	\$0
			Change (%)	0%
		<i>Zurich American Insurance Company</i>	<i>Zurich American Insurance Company</i>	<i>Recommended Quote</i>
Property	Premium	\$96,996.00	Premium	\$119,943.00
	NY Fire Fee	\$1,087.26	NY Fire Fee	\$1,381.39
	Policy Fee	\$250.00	Policy Fee	\$250.00
	Estimated Cost*	\$100,295.01	Estimated Cost*	\$121,574.39
	Change (\$)		Change (\$)	\$21,279.40
	Change (%)		Change (%)	21%
			Exposure / TIV	\$120,294,058
		<i>Evenston Insurance Company</i>	<i>Evenston Insurance Company</i>	<i>Recommended Quote</i>
Environmental Liability	Premium	\$30,762.00	Premium	\$32,155.00
	Surplus Lines Tax	\$1,107.43	Surplus Lines Tax	\$1,175.78
	Surplus Filing Fee	\$46.14	Surplus Filing F	\$48.94
	Fee			\$500.00
	Estimated Cost*	\$31,915.57	Estimated Cost*	\$33,879.56
	Change (\$)		Change (\$)	\$1,963.99
			Change (%)	6%
		<i>Associated Industries Insurance Co. Inc.</i>	<i>Associated Industries Insurance Co. Inc.</i>	<i>Recommended Quote</i>
General Liability	Premium	\$30,000.00	Premium	\$40,000.00
	Surplus Lines Tax	\$1,080.00	Surplus Lines Tax	\$1,440.00
	Surplus Filing Fee	\$45.00	Surplus Filing Fee	\$60.00

Line of Coverage		Expiring	Renewal Options	
	RPS Fee	\$175.00	RPS Fee	\$200.00
	Inspection Fee	\$700.00	Inspection Fee	\$1,500.00
	Estimated Cost*	\$32,000.00	Estimated Cost*	\$42,825.00
	Exposure	33	Exposure	45
			Change (\$)	\$10,825.00
			Change (%)	34%
		ACE American Insurance Company	ACE American Insurance Company	
Public Officials Liability	Premium	\$32,397.00	Premium	\$38,637.00
	Estimated Cost*	\$32,397.00	Estimated Cost*	\$38,637.00
			Change (\$)	\$6,240.00
			Change (%)	19%
		Travelers Property Casualty Co of America	Travelers Property Casualty Co of America	Recommended Quote
Boiler & Machinery	Premium	\$10,180.00	Premium	\$13,985.00
	Estimated Cost*	\$10,180.00	Estimated Cost*	\$13,598.00
			Change (\$)	\$3,418.00
			Change (%)	33.58%
		N/A	Safety National Casualty Corporation	Recommended Quote
Package			Premium	\$824,912.00
			Estimated Cost*	\$824,912.00
		N/A	Gemini Insurance Company	Recommended Quote
Excess Liability			Premium	\$380,000.00
			Surplus Lines Tax	\$13,680.00
			Surplus Stamping Fee	\$570.00
			Estimated Cost*	\$394,250.00
Total Program Cost		\$1,221,337.05	Recommended Program	\$1,456,310.38

*Estimated Cost includes all taxes, fees, surcharges and TRIA premium (if applicable)

All quotes are valid until 01/01/24

Premiums are due and payable as billed and may be financed, subject to acceptance by an approved finance company. Following acceptance, completion (and signature) of a premium finance agreement with the specified down payment is required. Note: Unless prohibited by law, Gallagher may earn compensation for this optional value-added service.

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

Excess Liability Package

Cyber Liability

Property

Environmental Liability

General Liability

Public Officials Liability

Boller & Machinery

Package

Excess Liability

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

Premium Financing

Gallagher is pleased to offer Premium Financing for our clients.

What is Premium Financing?

Premium financing is a short-term loan that provides premium payment flexibility. By financing, you have the option to spread out your premium payments instead of paying in full at the time of policy purchase or renewal.

Why Premium Financing May be Good for Your Business?

- May improve **capital and cash flow management** by spreading out premium payments over the policy period.
- Allows for **consolidation of** multiple policies into one premium finance agreement with a single monthly or quarterly payment.
- Provides automated **ACH options and flexible payment terms**.

Want to Learn More?

If you are interested in learning more or obtaining a quote, contact your Client Service Manager.

Payment Plans

<i>Carrier / Payable Carrier</i>	<i>Line Of Coverage</i>	<i>Payment Schedule</i>	<i>Payment Method</i>
Gemini Insurance Company (W. R. Berkley Group)	Package	Payable within 20 days of Binding	Agency Bill
Houston Casualty Company (Tokio Marine Holdings, Inc.)	Cyber Liability	Payable within 20 Days of Binding	Agency Bill
Zurich American Insurance Company (Zurich Insurance Group Ltd)	Package	Payable within 20 Days of Binding	Agency Bill
Evanston Insurance Company (Markel Corporation Group)	Environmental Liability	Payable within 20 Days of Binding	Agency Bill
Associated Industries Insurance Co, Inc (AmTrust Group)	General Liability	Payable within 20 Days of Binding	Agency Bill
ACE American Insurance Company (Chubb Limited)	Public Officials Liability	Payable within 20 Days of Binding	Agency Bill
Travelers Property Casualty Co of America (The Travelers Companies, Inc.)	Equipment Breakdown	Payable within 20 Days of Binding	Agency Bill
Safety National Casualty Corporation (Tokio Marine Holdings, Inc.)	Package	Payable within 20 days of binding	Agency Bill

Coinsurance Illustration

Coinsurance Formula:

Insurance Carried ÷ Insurance Required x Loss - Deductible = **Settlement**

Example of Coinsurance formula applied to a hypothetical loss situation:

Property Value	=	\$1,000,000
Coinsurance Amount	=	80%
Deductible	=	\$500
Insurance Required =		\$800,000 (80% of \$1,000,000)
Insurance Carried	=	\$400,000
Loss Incurred	=	\$200,000

Settlement determined by applying the coinsurance formula:

$$\frac{\$400,000 \text{ (Insurance Carried)}}{\$800,000 \text{ (Insurance Required)}} \times \$200,000 \text{ (Loss)} - \$500 \text{ (Deductible)} = \$99,500 \text{ Settlement}$$

Note: If the property in the above example is insured for the full insurance required (\$800,000), the insured will recover \$199,500. In the above example, the insured will suffer a \$100,000 penalty for not being insured to the proper limit.

Proposal Disclosures

The following disclosures are hereby made a part of this proposal. Please review these disclosures prior to signing the Client Authorization to Bind or e-mail confirmation.

Proposal Disclaimer

IMPORTANT: The proposal and/or any executive summaries outline certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. The insurance policies themselves must be read to fully understand the terms, coverages, exclusions, limitations and/or conditions of the actual policy contract of insurance. Policy forms will be made available upon request. We make no warranties with respect to policy limits or coverage considerations of the carrier.

Compensation Disclosure

1. Gallagher Companies are primarily compensated from the usual and customary commissions, fees or, where permitted, a combination of both, for brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively "insurance coverages") handled for a client's account, which may vary based on market conditions and the insurance product placed for the client.
2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies that provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. If you do not wish to have your commercial insurance placement included in consideration for additional compensation, contact your producer or service team for an Opt-out form.
3. Gallagher Companies may receive investment income on fiduciary funds temporarily held by them, or from obtaining or generating premium finance quotes, unless prohibited by law.
4. Gallagher Companies may also access or have an ownership interest in other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace some of which may earn and retain customary brokerage commission and fees for their work.

If you have specific questions about any compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

TRIA/TRIPRA Disclaimer

If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a \$100 billion cap on insurers' aggregate liability.

TRIPRA is set to expire on December 31, 2027. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2027. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate "Stand Alone" terrorism policy be purchased to satisfy those obligations.

Terms and Conditions

It is important that we clearly outline the nature of our mutual relationship. The following terms and conditions (these "Terms") govern your relationship with Gallagher unless you have separately entered into a written services agreement with Gallagher relative to the policies and services outlined in this Proposal, in which case that services agreement will govern and control with respect to any conflicts with these Terms. These Terms will become effective upon your execution of the Client Authorization to Bind Coverage (the "CAB") included in this Proposal and shall survive for the duration of your relationship with Gallagher relative to the policies placed pursuant to the CAB or otherwise at your request.

Services

Gallagher will represent and assist you in all discussions and transactions with insurance companies relating to the lines of insurance coverage set forth in the CAB and any other lines of insurance coverage with which you request Gallagher's assistance. Gallagher will consult with you regarding any matters involving these or other coverages for which you have engaged Gallagher. You have the sole discretion for approving any insurance policies placed, as well as all other material decisions involving your risk management, risk transfer and/or loss prevention needs.

Although you are responsible for notifying applicable insurance companies directly in connection with any claims, demands, suits, notices of potential claims or any other matters as required by the terms and conditions of your policies, Gallagher will assist you in determining applicable claim reporting requirements.

Treatment of Information

Gallagher understands the need to protect the confidentiality and security of your confidential and sensitive information and strives to comply with applicable data privacy and security laws. Your confidential and sensitive information will be protected by Gallagher and only used to perform services for you; provided that Gallagher may disclose and transfer your information to our affiliates, agents or vendors that have a need to know such information in connection with the provision of such services (including insurance markets, as necessary, for marketing, quoting, placing and/or servicing insurance coverages). We may also disclose such information as required by applicable data protection laws or the order of any court or tribunal, subject to our providing you with prior notice as permitted by law.

We will (i) implement appropriate administrative, physical and technical safeguards to protect personal information; (ii) timely report security incidents involving personal information to affected parties and/or regulatory bodies; (iii) create and maintain required policies and procedures; and (iv) comply with data subjects' rights, as applicable. To the extent applicable under associated data protection laws, you are a "business" or "controller" and Gallagher is a "service provider" or "data processor." You will ensure that any information provided to Gallagher has been provided with any required notices and that you have obtained all required consents, if any and where required, or are otherwise authorized to transfer all information to Gallagher and enable Gallagher to process the information for the purposes described in this Proposal and as set forth in Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>. Gallagher may update its Privacy Policy from time to time and any updates will be posted to such site.

Dispute Resolution

Gallagher does not expect that it will ever have a formal dispute with any of its clients. However, in the event that one should arise, we should each strive to achieve a fair, expedient and efficient resolution and we'd like to clearly outline the resolution process.

A. If the parties have a dispute regarding Gallagher's services or the relationship governed by this Proposal ("Dispute"), each party agrees to resolve that Dispute by mediation. If mediation fails to resolve the Dispute, you and Gallagher agree to binding arbitration. Each party waives all rights to commence litigation in court to resolve a Dispute, and specifically waives all rights to pursue relief by class action or mass action in court or through arbitration. However, the parties do not waive the ability to seek a court order of injunction in aid of the mediation and arbitration required by these Terms.

B. The party asserting a Dispute must provide a written notice ("Notice") of the claim to the other party and to the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules and Mediation Procedures. All Dispute resolutions will take place in Chicago, IL, unless you and Gallagher agree to another location. The parties will equally divide all costs of the mediation and arbitration proceedings and will each pay their own attorneys' fees. All matters will be before a neutral, impartial and disinterested mediator or arbitrator(s) that have at least 20 years' experience in commercial and insurance coverage disputes.

C. Mediation will occur within sixty (60) days of filing the Notice with the AAA. Mediation results will be reduced to a memorandum of understanding signed by you, Gallagher and the mediator. A Dispute that is not resolved in mediation will commence to binding arbitration. For Disputes in excess of \$500,000, either party may elect to have the Dispute heard by a panel of three (3) arbitrators. The award of the arbitrator(s) must be accompanied by a reasoned opinion prepared and signed by the arbitrator(s). Except as may be required by law, neither you, Gallagher, nor a mediator or arbitrator may disclose the existence, content or results of any Dispute or its dispute resolution proceeding without the prior written consent of both you and Gallagher.

Electronic Delivery

In lieu of receiving documents in paper format, you agree, to the fullest extent permitted by law, to accept electronic delivery of any documents that Gallagher may be required to deliver to you (including, but not limited to, insurance policies and endorsements, account statements and all other agreements, forms and communications) in connection with services provided by Gallagher. Electronic delivery of a document to you may be made via electronic mail or by other electronic means, including posting documents to a secure website.

Miscellaneous Terms

Gallagher is engaged to perform services as an independent contractor and not as your employee or agent, and Gallagher will not be operating in a fiduciary capacity.

Where applicable, insurance coverage placements and other services may require the payment of federal excise taxes, surplus lines taxes, stamping or other fees to the Internal Revenue Service, various State(s) departments of revenue, state regulators, boards or associations. In such cases, you will be responsible for the payment of the taxes and/or fees, which Gallagher will separately identify on related invoices.

The Proposal and these Terms are governed by the laws of the State of Illinois, without regard to its conflict of law rules.

If an arbitrator/court of competent jurisdiction determines that any provision of these Terms is void or unenforceable, that provision will be severed, and the arbitrator/court will replace it with a valid and enforceable provision that most closely approximates the original intent, and the remainder of these Terms will remain in effect.

Except to the extent in conflict with a services agreement that you may enter into with Gallagher, these Terms and the remainder of the Proposal constitute the entire agreement between you and Gallagher with respect to the subject matter of the Proposal, and supersede all prior negotiations, agreements and understandings as to such matters.



RESOLUTION NO.: 252 - 2023

OF

DECEMBER 11, 2023

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO RENEW A LEASE AGREEMENT WITH PITNEY BOWES
FOR THE POSTAGE MACHINE IN CITY HALL
BILLED AT \$1,053.84 PER QUARTER FOR 60 MONTHS**

WHEREAS, the City of Newburgh proposes to renew a lease agreement with Pitney Bowes for the postage machine in City Hall; and

WHEREAS, the terms of the renewal lease agreement provide for a quarterly billing in the amount of \$1,053.84 for a period of 60 months with funding to be derived from A.1670.400; and

WHEREAS, entering into the renewal lease agreement will yield a savings of \$38.82 per quarter; and

WHEREAS, this Council has reviewed such lease agreement renewal and finds that the execution of such lease agreement renewal 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 lease agreement renewal with Pitney Bowes, in substantially the same form as annexed hereto and subject to such other terms and conditions as may be required by the City Council, to renew the lease agreement for the postage machine for City Hall.



CITY OF NEWBURGH – PROPERTY/LIABILITY INSURANCE PROGRAM STRUCTURE (OPTION 2)

1/1/24 – 1/1/25

Property, Inland Marine		General Liability	Auto Liability	Law Enforcement Liability	Public Officials Liability	Employment Practices Liability	Boiler & Machinery	Cyber Liability
Zurich \$120,294,058 Property Limit \$1,225,597 Inland Marine Limit	Berkley \$5,000,000/Occ. \$5,000,000/Agg.	\$500,000 Self-Insured Retention	\$500,000 Self-Insured Retention	\$500,000 Self-Insured Retention	\$250,000 Self-Insured Retention	\$250,000 Self-Insured Retention	\$1,000 Deductible \$50,000,000 Blanket Limit Travelers	\$1,000,000/Occ. \$1,000,000/Agg. Tokio Marine \$50,000 Deductible
		\$500,000/Occ. \$5,000,000/Agg. Safety National	\$500,000/ Accident Safety National	\$5,000,000/Occ. \$5,000,000/Agg. Safety National	\$5,000,000/Occ. \$5,000,000/Agg. Safety National	\$5,000,000/Occ. \$5,000,000/Agg. Safety National		
		\$500,000 Self-Insured Retention	\$500,000 Self-Insured Retention	\$500,000 Self-Insured Retention	\$250,000 Self-Insured Retention	\$250,000 Self-Insured Retention		

PLEASE NOTE:

- Policies placed but not included above: Environmental Liability (Pollution), General Liability for REM Properties
- Inland Marine deductible is \$50,000
- Flood & EQ limit is \$5,000,000



Agreement Number _____

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee		Tax ID # (FEIN/TIN)	
CITY OF NEWBURGH CITY HALL - COMPTROLLERS OFC		146002329	
Sold-To: Address			
83 BROADWAYFL 2, NEWBURGH, NY, 12550-5617, US			
Sold-To: Contact Name		Sold-To: Contact Phone #	
Camile Mohammed		8455697326	
		Sold-To: Account #	
		0012431957	
Bill-To: Address			
83 BROADWAYFL 2, NEWBURGH, NY, 12550-5617, US			
Bill-To: Contact Name		Bill-To: Contact Phone #	
Robert Van Vleck		8455697395	
		Bill-To: Account #	
		0012431957	
		Bill-To: Email	
		aplinvoices@cityofnewburgh-ny.gov	
Ship-To: Address			
83 BROADWAYFL 2, NEWBURGH, NY, 12550-5617, US			
Ship-To: Contact Name		Ship-To: Contact Phone #	
Camile Mohammed		8455697326	
		Ship-To: Account #	
		0012431957	
PO #			

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROMAILCENTER	MailCenter
1	1FS1	USPS Special Services Software
1	1FWW	10lb Interfaced Weighing Feature
1	7W00	MailCenter Meter
1	APKG	SendPro P SendPro 360 Ship Access
1	APSA	Connect+ 145 LPM Speed
1	ERB1	eReturn Receipt Subscription - P Series
1	ERR1	E-Return Receipt Feature
1	F9DD	USPS Special Services Welcome Kit
1	HV1P	MailCenter Printer
1	HV96000	MailCenter Weighing Platform
1	HVBA	MailCenter 1000
1	M9SS	Mailstream Intelligent Link Services 2
1	ME1C	Meter Equipment - P Series, LV

1	MW90007	SendPro P Series Drop Stacker
1	MW82705	MailCenter 15in Display
1	SBDS	Barcode Scanner
1	SJM1	SoftGuard for SendPro P1000
1	STDsla	Standard SLA-Equipment Service Agreement (for MailCenter)

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 351.28	\$ 1,053.84

*Does not include any applicable sales, use, or property taxes which will be billed separately.
If the equipment listed above is replacing your current meter, your current meter will be taken out of service once this lease commences.

- () Tax Exempt Certificate Attached
() Tax Exempt Certificate Not Required
(X) Purchase Power® transaction fees included
() Purchase Power® transaction fees extra

Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your lease term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate this lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms of this Agreement, including the Pitney Bowes Terms (Version 7/23), which are available at <http://www.pb.com/state/local/top/terms> and are incorporated by reference. The term lease will be binding on us after we have completed our credit and documentation approval process and have signed below. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at <http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.

Not Applicable

State/Entity's Contract#

Lessee Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

Print Name

Title

Date

Sales Information

Linda Pachter

linda.pachter@pb.com

Account Rep Name

Email Address

PBGFS Acceptance

RESOLUTION NO.: 253 - 2023

OF

DECEMBER 11, 2023

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO RENEW A LEASE AGREEMENT WITH PITNEY BOWES
FOR THE POSTAGE MACHINE AT 123 GRAND STREET
BILLED AT \$257.43 PER QUARTER FOR 60 MONTHS**

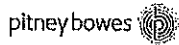
WHEREAS, the City of Newburgh proposes to renew a lease agreement with Pitney Bowes for the postage machine at 123 Grand Street; and

WHEREAS, the terms of the renewal lease agreement provide for a quarterly billing in the amount of \$257.43 for a period of 60 months with funding to be derived from A.1670.400; and

WHEREAS, entering into the renewal lease agreement will yield an increase of \$24.69 per quarter; and

WHEREAS, this Council has reviewed such lease agreement renewal and finds that the execution of such lease agreement renewal 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 lease agreement renewal with Pitney Bowes, in substantially the same form as annexed hereto and subject to such other terms and conditions as may be required by the City Council, to renew the lease agreement for the postage machine for 123 Grand Street.



State and Local Fair Market Value Lease

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Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee

CITY OF NEWBURGH CITY HALL COMPTROLLER OFFICE

Tax ID # (FEIN/TIN)

146002329

Sold-To: Address

123 GRAND ST, NEWBURGH, NY, 12550-4613, US

Sold-To: Contact Name

Camille Mohammed

Sold-To: Contact Phone #

8455697326

Sold-To: Account #

0015840942

Bill-To: Address

123 GRAND ST, NEWBURGH, NY, 12550-4613, US

Bill-To: Contact Name

Robert Van Vlack

Bill-To: Contact Phone #

845 569 7395

Bill-To: Account #

0015840942

Bill-To: Email

apinvoices@cityofnewburgh-ny.gov

Ship-To: Address

123 GRAND ST, NEWBURGH, NY, 12550-4613, US

Ship-To: Contact Name

Camille Mohammed

Ship-To: Contact Phone #

8455697326

Ship-To: Account #

0015840942

PO #

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROC SERIES4	SendPro C Series - Version 4
1	1FXA	Interface to InView Dashboard
1	7H00	C Series IMI Meter
1	8H00	C Series IMI Base
1	APAC	Connect+ Accounting Weight Break Reports
1	APAX	Cost Acctg Accounts Level (100)
1	APKN	Account List Import/Export
1	C425	SendPro C425
1	CAAB	Basic Cost Accounting
	F9S2	SendPro C Install Training with Shipping
1	HZ80001	SendPro C Series Drop Stacker
1	ME1A	Meter Equipment - C Series
1	MP81	C Series Integrated Scale
1	PAB1	C Series Premium App Bundle

US154402,5

7123

Page 1 of 3

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See Pitney Bowes Terms for additional terms and conditions

Pitney Bowes Confidential Information

1	SJS1	C200 SoftGuard
1	SPCRK	Return Kit for SendPro C Series
1	STDsla	Standard SLA-Equipment Service Agreement (for SendPro C Series - Version 4)
1	ZH24	Manual Weight Entry
1	ZH27	HZ02 65 LPM Speed
1	ZHC425	SendPro C425 Base System Identifier
1	ZHD5	USPS Rates with Metered Letter
1	ZHD7	E Conf Services for Metered LTR. BDL
1	ZHWL	5lb/3kg Weighing Option for MP81

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 85.81	\$ 257.43

- ☐ Tax Exempt Certificate Attached
☐ Tax Exempt Certificate Not Required
☒ Purchase Power® transaction fees included
☐ Purchase Power® transaction fees extra

*Does not include any applicable sales, use, or property taxes which will be billed separately.
If the equipment listed above is replacing your current meter, your current meter will be taken out of service once this lease commences.

Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your lease term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate the lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue the lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under the lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms of this Agreement, including the Pitney Bowes Terms (Version 7/23), which are available at <http://www.pb.com/statelocalmyterms> and are incorporated by reference. This lease will be binding on us after we have completed our credit and documentation approval process and have signed below. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at <http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.

Not Applicable

State/Entity's Contract#

Lessee Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

Print Name

Title

Date

Sales Information

Linda Pachter

linda.pachter@pb.com

Account Rep Name

Email Address

PBGFS Acceptance

RESOLUTION NO.: 254 - 2023

OF

DECEMBER 11, 2023

A RESOLUTION AUTHORIZING THE PURCHASE OF REAL PROPERTY KNOWN AS
QUASSAICK CREEK NORTH (SECTION 47, BLOCK 2, LOT 9),
QUASSAICK CREEK NORTH (SECTION 47, BLOCK 2, LOT 12), AND
BAY VIEW TERRACE (SECTION 49, BLOCK 1, LOT 7.1),
FROM PAULA JOSEPH, AS ADMINISTRATRIX OF THE ESTATE OF
MAURICE KESSLER, IN THE AMOUNT OF \$35,700.00

WHEREAS, the City of Newburgh has an opportunity to purchase three (3) parcels of real property known as Quassaick Creek North (Section 47, Block 2, Lot 9 on the Orange County Tax Map), Quassaick Creek North (Section 47, Block 2, Lot 12 on the Orange County Tax Map), and Bay View Terrace (Section 49, Block 1, Lot 7.1 on the Orange County Tax Map) (collectively the "Property"); and

WHEREAS, acquisition of the Property will further the City's compliance with a New York State Department of Environmental Conservation Consent Order to construct certain improvements to the combined sewer collection system in accordance with its Long Term CSO Control Plan to the extent that the future improvements related to the combined sewer collection system will require the infrastructure to be located partially or wholly on the Property; and

WHEREAS, access to the Holden Dam, Mill Street Bridge and other existing combined sewer infrastructure is limited due to topography, waterbodies, and railroad infrastructure within this corridor, and acquisition of the Property will facilitate improved access to existing City-owned infrastructure; and

WHEREAS, the City has determined the Quassaick Creek to be a critical environmental and recreational corridor, the City has partnered with local organizations to undertake a Quassaick Creek Trail feasibility study, and potential future improvements related to a Quassaick Creek Trail would require infrastructure and/or trail access to be located partially or wholly on the Property; and

WHEREAS, the current owner of the Property, Paula Joseph, in her capacity as Administratrix for the Estate of Maurice Kessler, and the City have negotiated a purchase price for the Property in the amount of \$35,700.00; and

WHEREAS, funding for the purchase will be derived from H1.8660.0200.0000.000; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to purchase said Property from the seller for the sum as outlined herein, and upon substantially the same terms and conditions annexed hereto and made a part hereof;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Council approves the proposed Purchase and Sale Agreement in substantially the same form annexed hereto and make part hereof, for the sum of thirty-five thousand seven hundred and 00/100 dollars (\$35,700.00), plus the necessary costs related to the transfer of title, including but not limited to recording fees, title search fees, and apportioned taxes, if any; and

BE IT FURTHER RESOLVED, that in order to effectuate the purchase of the Property, the City Manager is hereby authorized and empowered to execute the proposed Purchase and Sale Agreement in substantially the same form and substance as that attached hereto and made a part hereof, and to take any other action and sign any other documents as may be necessary to effectuate and complete the transfer of title to the Property to the City of Newburgh.

PURCHASE AND SALE AGREEMENT
(Quassaick Creek Properties (3 total), Newburgh, New York)

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made as of the ____ day of _____, 2023 (the "Effective Date"), by and between PAULA JOSEPH, AS ADMINISTATRIX OF THE ESTATE OF MAURICE KESSLER, with an address of _____ ("Seller"), and THE CITY OF NEWBURGH, a municipal corporation with an address of 83 Broadway, Newburgh, New York 12550 ("Buyer").

AGREEMENT

For and in consideration of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Property. Subject to the terms and conditions of this Agreement, Seller shall sell to Buyer and Buyer shall purchase from Seller the following described property:

(a) The certain tracts of land located in Orange County, New York, more particularly described on **Exhibit "A"**, together with all buildings and other improvements located thereon (to the extent owned by Seller), and together with all appurtenances, rights, easements, rights of way, tenements and hereditaments incident thereto and all right, title and interest, if any, of Seller in and to any land lying in the bed of any street, road or avenue, open, closed or proposed, in front of or adjoining such property (collectively, the "**Property**").

2. Purchase Price. The purchase price (the "**Purchase Price**") for the Property shall be **THIRTY-FIVE THOUSAND SEVEN HUNDRED AND 00/100 DOLLARS (\$35,700.00)**, plus or minus prorations as provided herein. The Purchase Price shall be paid to Seller by municipal check at Closing.

3. Intentionally Deleted.

4. Due Diligence Period; Inspection.

(a) At all reasonable times during the Due Diligence Period (unless otherwise specified), Buyer, its agents, employees, designees, representatives and contractors (collectively, the "**Buyer Parties**"), at Buyer's sole cost and expense, shall have the right to enter upon the Real Property and improvements, at its own risk, cost and expense, at any time during normal business hours (i.e. Monday through Friday from 9:00 a.m. to 5:00 p.m. – federal holidays excepted) upon not less than forty-eight (48) hours' prior notice to Seller, to perform all such non-invasive tests, inspections and examinations of the Real Property as Buyer deems advisable, including soil and ground water tests, Phase I environmental site assessments, examination of the structure of the improvements and tests

of the improvement systems. Buyer shall, at Buyer's sole cost and expense, restore any damage or destruction to the Property occurring as a result of any act or omission of Buyer or its agents by reason of such tests, studies or investigations (recognizing that mere disclosure of existing conditions shall not give rise to any obligation of Buyer hereunder). Notwithstanding the foregoing, Buyer must obtain Seller's prior written approval of the scope and method of any environmental testing or investigation (other than a non-intrusive Phase I environmental inspection) and any inspection which would materially alter the physical condition of the Property, prior to Buyer's commencement of such inspections or testing, which consent shall not be unreasonably withheld. In any event, Seller and its representatives, agents, and/or contractors shall have the right to be present during any of the Buyer investigations, which representatives shall be made reasonably available for such purposes. Before and during Buyer's investigations, any third-party representatives acting on Buyer's behalf who are not directly employed by Buyer, including engineers, contractors and environmental consultants (collectively, the "**Buyer Representatives**"), conducting any Buyer investigation shall maintain workers' compensation insurance in accordance with applicable law, and the applicable Buyer Representative conducting any Buyer investigation, shall maintain (1) commercial general liability insurance, on a per occurrence basis, with limits of at least One Million Dollars (\$1,000,000.00) for bodily or personal injury or death, (2) property damage insurance in the amount of at least Two Hundred Thousand Dollars (\$200,000.00), and (3) contractual liability insurance, on a per occurrence basis, with respect to Buyer's obligations under this Section 4(a). Buyer shall deliver to Seller evidence of such workers' compensation insurance and a certificate evidencing the commercial general liability, property damage and contractual liability insurance before conducting any Buyer investigation on the Property. Such insurance policies shall name as additional insureds Seller and its property manager and such other parties holding insurable interests as Seller may designate. Such insurance shall be primary to any insurance maintained by Seller or Seller's property manager.

(b) All information made available by Seller to Buyer in accordance with this Agreement or obtained by Buyer in the course of its inspections shall be treated as confidential information by Buyer, and, prior to the purchase of the Property by Buyer, Buyer shall use commercially reasonable efforts to prevent its agents, consultants and contractors from divulging such information to any unrelated third parties except as reasonably necessary to third parties engaged by Buyer for the limited purpose of analyzing and investigating such information for the purpose of consummating the transaction contemplated by this Agreement. The provisions of this Section 4(c) shall survive the Closing, termination, or expiration of this Agreement.

5. Title. Buyer may elect to notify Seller of any Title Objections (as defined below) in accordance with the provisions of this Section 5.

(a) Promptly after the Effective Date, Buyer shall obtain a title commitment (the "**Title Commitment**") for the Real Property issued by any title insurance company licensed in New York State (the "**Title Company**") in the amount of the Purchase Price. Promptly after the Effective Date, Buyer shall order a new ALTA/NSPS survey or update

to an existing ALTA survey for the Real Property (such new survey or update, the "**Survey**"). On or prior to the date thirty (30) days after the Effective Date, Buyer (x) shall furnish Seller with a copy of the Title Commitment and the Survey, assuming such Title Commitment and Survey are available to Buyer, and (y) may deliver written notice to Seller (the "**Objection Notice**") of any matters reported in the Title Commitment or the Survey to which Buyer objects (such matters, the "**Title Objections**").

(b) Within five (5) business days after receipt of the Objection Notice, Seller may deliver written notice to Buyer identifying which Title Objections (other than Monetary Liens (as defined hereinbelow)) Seller shall undertake to cure or not cure ("**Seller's Response**"); provided, however, that, except with respect to liens secured by security deeds or deeds to secure debt encumbering the Property entered into or assumed by Seller, mechanics' liens caused by Seller, judgment liens against Seller, and delinquent taxes (collectively, "**Monetary Liens**"), which Seller agrees to cause to be removed on or before the Closing Date, Seller shall have no obligation to expend any funds or to cure or agree to cure any Title Objections. If (i) Seller does not deliver a Seller's Response within said five (5) business day period or (ii) Seller's Response does not indicate that Seller agrees to cure each and every Title Objection raised in an Objection Notice, then Buyer may, at its option, either (1) terminate this Agreement prior to the Closing Date, or (2) agree to accept any remaining uncured Title Objections (other than Monetary Liens). If Seller's Response indicates that Seller agrees to cure one or more Title Objections, but Seller fails to cure, on or prior to Closing, any one or more of the Title Objections (other than Monetary Liens) that it has agreed to cure, then Buyer may, at its option, (x) terminate this Agreement on or prior to the Closing Date, or (y) proceed to Closing and accept title as it is then without adjustment to the Purchase Price. Notwithstanding anything to the contrary set forth herein, if, prior to Closing, Seller fails to cure all Monetary Liens, then Buyer may terminate this Agreement.

(c) Until the Closing Date, Buyer shall have the right to have title updated from time to time, and shall have the right to provide Seller with written notice of its objections to any matters affecting title arising after the effective date of the Title Commitment or any updates thereof that, in Buyer's sole but reasonable discretion, materially and adversely affect the Property (each, a "**Gap Title Objection**"). If, on or prior to Closing, Seller fails to cure any Gap Title Objection, then Buyer shall have the right to elect one of the options set forth in (x) or (y) of Section 5(b) above. For purposes of this Agreement, curing a Title Objection or a Gap Title Objection may include obtaining affirmative title coverage insuring against loss or damage arising from such objection, together with, if so required by Buyer, a written agreement to provide the same insurance to Buyer's successors-in-title.

(d) If this Agreement is terminated by Buyer pursuant to this Section 5, and neither party shall have any further liability to the other under this Agreement.

(e) "**Permitted Exceptions**" shall mean: (i) all matters of title that are shown as exceptions in the Title Commitment and which do not constitute Title Objections or that are Title Objections that Seller elects, or is deemed to have elected, not to cure, but despite

which, Buyer nevertheless elects to close pursuant to Section 5(b)(2) above; (ii) taxes for the year of Closing, not yet due and payable.

6. Seller's Representations and Warranties. Seller makes the following representations and warranties to Buyer:

(a) Seller is the Administratrix of The Estate of Maurice Kessler. Seller has the power and is authorized to enter into this Agreement and consummate the sale of the Property.

(b) There are no pending or, to Seller's actual knowledge, threatened, judicial, municipal, or administrative proceedings affecting Seller or any portion of the Property (including condemnation proceedings) or affecting Seller's right to sell any portion of the Property, with the exception of the pending estate proceeding for Maurice Kessler.

(c) No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings are pending, or, to Seller's actual knowledge, threatened, against Seller, nor are any of such proceedings contemplated by Seller.

(d) Seller is a "United States Person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended, and shall execute and deliver an "Entity Transferor" certification at Closing.

7. As-is. **BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT, EXCEPT WITH RESPECT TO THE REPRESENTATIONS, WARRANTIES, COVENANTS, AGREEMENTS AND OBLIGATIONS OF SELLER SET FORTH IN THIS AGREEMENT OR IN ANY OF THE CLOSING DOCUMENTS DELIVERED BY SELLER (COLLECTIVELY, THE "SELLER UNDERTAKINGS"), SELLER IS SELLING AND BUYER IS PURCHASING THE PROPERTY ON AN "AS IS" AND "WITH ALL FAULTS" BASIS AND THAT BUYER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM SELLER, ITS AGENTS, OR BROKERS AS TO ANY MATTERS CONCERNING THE PROPERTY.** If a search discloses violations of law or municipal ordinances, orders or requirements noted in or issued by departments of housing, building, fire, labor, health or other state or municipal departments having jurisdiction over the premises, the seller shall be given a reasonable opportunity to correct same, or in lieu thereof, the seller may cancel this contract by refunding the down payment, unless the purchaser is willing to accept the premises subject to such violation or violations.

8. Seller's Covenants. Seller covenants and agrees to the following with Buyer, so long as this Agreement has not been terminated pursuant to the provisions hereof, Seller shall not (i) mortgage, pledge or subject the Property or any part thereof to a lien or other encumbrance; (ii) knowingly take any action that allows any mechanics' or materialmen's

lien to attach against the Real Property; (iii) knowingly cause or permit to be placed or recorded any document affecting title to any portion of the Real Property except as contemplated by this Agreement; (iv) subject any portion of the Property to any option contract, sales contract, lease or any other agreement pursuant to which any party shall have any right to occupy or use any portion of the Property without the prior written consent of Buyer; (v) knowingly enter into any contract or other undertaking with respect to the Property, or any portion thereof, which will survive the Closing or otherwise affect the use, operation or enjoyment of any portion of the Property after the Closing.

9. Buyer's Covenant. Buyer covenants and agrees to promptly notify Seller if at any time Buyer learns that any of the conditions to Buyer's obligations under this Agreement are not capable of being satisfied on or before the Closing Date even though the time by which such condition is required to be satisfied may not have elapsed.

10. Closing. The closing ("**Closing**") shall be held by escrow through the offices of Title Company, or some other mutually agreeable setting between Buyer and Seller on or about sixty (60) days after the Effective Date (the "**Closing Date**").

(a) Seller's Deliveries. Seller shall execute, as appropriate, and deliver to the Title Company at Closing:

i. Deed. An Administrator's deed (the "**Deed**") to the Real Property and improvements, duly executed and acknowledged by Seller conveying good, marketable fee simple title to the Real Property, with appropriate TP-584 and RP-5217 transfer documents.

ii. Seller's Affidavit. A Seller's lien affidavit as customarily required by title companies.

iii. FIRPTA Affidavit. An affidavit pursuant to Internal Revenue Code requirements certifying that Seller is not a "foreign person" pursuant to Section 1445 of the Internal Revenue Code.

iv. 1099-S Form. A 1099-S form containing all information necessary to complete Internal Revenue Service Form 1099-S.

v. Closing Statement. A closing statement conforming to the proration and other relevant provisions of this Agreement.

vi. Other Documents. All other documentation as may be reasonably required by the parties and Buyer's Title Company hereto to carry out the terms, covenants, conditions and intent of this Agreement.

(b) Buyer's Deliveries. Buyer shall execute, as appropriate, and deliver to the Title Company at Closing:

i. Purchase Price. At Closing, Buyer shall deliver to Seller through the Title Company municipal check or wire transfer of funds in the amount of the Purchase Price.

ii. Closing Statement. The Closing Statement.

iii. Other Documents. All other documentation as may be reasonably required by the parties hereto to carry out the terms, covenants, conditions and intent of this Agreement.

(c) Property Charges. All real estate taxes and assessments, water charges, sewer charges and similar expenses relating to the Real Property shall be prorated as of the Closing Date, as set forth in this Section 10(c).

i. Taxes. All real estate taxes imposed by any governmental authority ("Taxes") for the tax year in which the Closing occurs and all prior tax years shall be prorated between Seller and Buyer as of the Closing on an accrual basis, such that Seller shall be responsible for all Taxes attributable to the period prior to Closing and Buyer shall be responsible for all Taxes attributable to the period from and after Closing. If the Closing occurs prior to the receipt by Seller of the tax bill for the calendar year or other applicable tax period in which the Closing occurs, Taxes shall be prorated for such calendar year or other applicable tax period based upon the prior year's tax bill.

ii. Personal property taxes, installment payments of special assessment liens, vault charges, sewer charges, utility charges and normally prorated operating expenses actually paid or payable as of the Closing Date shall be prorated as of the Closing Date and adjusted against the Purchase Price.

iii. All prorations shall be made based on the number of calendar days in such year or month, as the case may be. The provisions of this Section 10(c) shall survive the Closing.

(d) Closing Costs; Attorney's Fees. Seller shall pay (i) the cost of any transfer tax due upon the recordation of the Deed. Buyer shall pay (i) all costs and expenses associated with the title, including the cost of title examination and commitment, the cost of any title insurance policy, (ii) the costs of any survey, environmental report, and all due diligence activities, (iii) recording fees for the Deed, and (iv) any escrow or closing fees charged by the Title Company. Each party shall pay its own attorneys' fees.

11. Possession. Possession of the Property shall be delivered as of the Closing Date, free and clear of all tenancies, and all improvements shall be in substantially the same condition as exists as of the date hereof.

12. Condemnation. In the event that any eminent domain proceeding affecting the Real Property, or any part thereof is threatened or actually commenced by a governmental body having the power of eminent domain (a "**Condemnation**"), Seller shall promptly give Buyer written notice thereof. In the event any material portion of the Real Property is threatened to be taken or is actually taken as a result of a Condemnation, Buyer shall have the option: (i) to receive the award resulting from the Condemnation, in which event, such award shall be paid (or if not then received, the right to the award shall be assigned) to Buyer, and this transaction shall be closed in the same manner as if no such Condemnation or other taking shall have occurred; or (ii) to terminate this Agreement, in which event neither party shall have any further obligation to the other hereunder.

13. Insurance, Risk of Loss. If all or any portion of the improvements on the Real Property are destroyed or damaged by fire or other casualty prior to Closing, Seller shall give Buyer prompt notice thereof. General Obligations Law §5-1311 shall apply.

14. Seller's Default. If Seller shall be in breach of or shall fail or refuse to perform this Agreement, Buyer may elect, as its sole remedy, to either (a) terminate this Agreement.. In no event shall Buyer be entitled to pursue an action for damages of any kind or nature against Seller as a result of a Seller default. The provisions of the immediately preceding sentence shall survive any termination of this Agreement.

15. Buyer's Default. If Buyer shall be in breach of or shall fail or refuse to perform this Agreement, Seller may elect to either (a) terminate this Agreement.

16. Intentionally Omitted.

17. Survival of Covenants, Representations and Warranties. All statements contained in this Agreement or in any certificate or other instrument delivered by or on behalf of Seller pursuant hereto or in connection with the Closing shall be deemed a covenant, representation and warranty by Seller. Unless otherwise specified herein, all covenants, representations and warranties made by Seller shall not survive the Closing.

18. Assignment. Neither party may assign its interest in this Agreement without the prior written consent of the other party. No permitted assignment will limit or eliminate any of the parties obligations under this Agreement in any manner, and the assignment must provide that assignor and assignee will become jointly and severally liable for all of the assignor's obligations hereunder up to the Closing Date, but not after the Closing if the Closing occurs.

19. Notices. All notices, requests or other communications under this Agreement shall be in writing and shall be (a) delivered in person, or (b) sent by registered or certified mail, return receipt requested, postage prepaid, or (c) sent by email transmission, in each case addressed to the respective parties hereto as follows:

Seller: Yvette V. Dudley, Esq.
Yvette Dudley Law Group P.C.
219-03 Merrick Boulevard, 2nd Floor
Springfield Gardens, New York 11413
Email: yvetted@dudleylawnyc.com

Buyer: City of Newburgh
Office of the Corporation Counsel
83 Broadway, 2nd Floor
Newburgh, New York 12550
Email: jkaufman@cityofnewburgh-ny.gov

Notices shall be deemed effective (i) if sent by certified mail, upon receipt, or (ii) in the case of delivery, upon delivery to the specified address, or (iii) if sent by email transmission, when sent. Addresses may be changed by notice given pursuant to this provision. Notices given by the attorney for Buyer or Seller shall be as effective as if such notice was given by the party represented.

20. Attorneys' Fees. The prevailing party in any litigation relating to this Agreement shall not be entitled to recover reasonable attorneys' fees from the losing party.

21. Intentionally Omitted.

22. Time of Essence. Not applicable.

23. No Personal Liability. No constituent member, manager, limited partner, officer, director or shareholder in or agent of Seller, nor any advisor, trustee, employee, beneficiary, participant, representative or agent of Seller shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or pursuant to the provisions of this Agreement, or any amendment or amendments to any of the foregoing made at any time or times, heretofore or hereafter.

24. Confidentiality. The parties shall keep the terms of this Agreement confidential (and Buyer shall keep information it learns about the Property confidential) and shall not disclose such terms and, in the case of Buyer, information, to any other parties without the other party's prior written consent, which consent shall be in each party's sole discretion; provided, however, that each party may, without obtaining such prior written consent, make such disclosures as may be required by applicable laws or agreements by which such party is bound, and to each such party's managers, members, officers, lenders, employees, attorneys, accountants, appraisers, insurance advisors, consultants and similar third party professionals.

25. No Recording. The parties hereto agree that neither this Agreement nor any memorandum or notice hereof shall be recorded.

26. Miscellaneous. This Agreement shall be governed by, construed and enforced under the laws of the State of New York, with venue being a court of competent jurisdiction in Orange County, New York. This Agreement sets forth the entire agreement and understanding between the parties with respect to the contemplated transactions and supersedes all prior agreements, arrangements and understandings. Failure of any party at any time or times to require performance of any provisions hereof shall in no manner affect the right at a later time to enforce the provision. No waiver by either party of any condition, or the breach of any term, covenant, representation or warranty contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed a further or continuing waiver of any condition or covenant, representation or warranty of this Agreement. Any change to this Agreement shall be made only in writing executed by the party sought to be charged thereby. The captions and section headings are for convenience only and shall not be used in construing or enforcing any of the provisions of this Agreement.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

WITNESS the following signatures and seals to the Agreement:

SELLER:

**PAULA JOSEPH, as Administratrix
Estate of Maurice Kessler**

BUYER:

CITY OF NEWBURGH

By: _____

Name: Todd Venning

Title: City Manager

Per: Resolution No.: _____-2023

EXHIBIT "A"

Property Description

1. Quassaick Creek North (no e911 numeric), Section 47, Block 2, Lot 9 on the Tax Map of the City of Newburgh.
2. Quassaick Creek North (no e911 numeric), Section 47, Block 2, Lot 12 on the Tax Map of the City of Newburgh.
3. Bay View Terrace (no e911 numeric), Section 49, Block 1, Lot 7.1 on the Tax Map of the City of Newburgh.

DRAFT

RESOLUTION NO.: 255 - 2023

OF

DECEMBER 11, 2023

A RESOLUTION AMENDING RESOLUTION NO. 81-2023 OF MAY 8, 2023
RE-AUTHORIZING AND RE-ALLOCATING \$200,000.00 OF
AMERICAN RESCUE PLAN ACT OF 2021 FUNDING TO
THE CITY OF NEWBURGH SMALL BUSINESS ASSISTANCE GRANT PROGRAM
TO PROVIDE GRANT AWARDS THE AMOUNT OF \$10,000.00

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

WHEREAS, by Resolution No. 81, 2023 of May 8, 2023, the City Council of the City of Newburgh allocated \$200,000.00 of ARPA funds received to the City of Newburgh Small Business Assistance Grant Program to respond to the negative economic impacts of the COVID-19 public health emergency by focusing on the needs of for-profit small businesses within City limits by providing grant awards of up to \$5,000 to help businesses keep their doors open, protect local jobs, support community recovery, and increase resiliency is in the best interests of the City of Newburgh; and

WHEREAS, the City of Newburgh found that eligible applicants provided documented financial losses that exceeded the original maximum grant award of \$5,000.00 and has determined that supporting disproportionately impacted small businesses experiencing more severe economic outcomes during the pandemic supports increasing the amount of the grant awards to \$10,000.00; the same being in the best interests of the City of Newburgh and its economic development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that Resolution No. 81-2023 of May 8, 2023 be and is hereby amended and that the City Manager of the City of Newburgh be and he is hereby authorized to allocate \$200,000.00 of American Rescue Plan Act of 2021 funds to the City of Newburgh Small Business Assistance Grant Program to provide grant awards in the amount of \$10,000.00 and further authorized to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary administer the Small Business Assistance Grant Program funded thereby.

RESOLUTION NO.: 81 - 2023

OF

MAY 8, 2023

A RESOLUTION AUTHORIZING AND ALLOCATING \$200,000.00 OF
AMERICAN RESCUE PLAN ACT OF 2021 FUNDING TO
THE CITY OF NEWBURGH SMALL BUSINESS ASSISTANCE GRANT PROGRAM

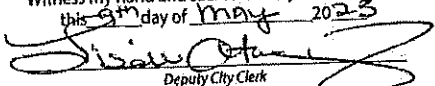
WHEREAS, on March 11, 2021, President Joe Biden signed into law the American Rescue Plan Act of 2021 (ARPA) which includes Coronavirus State and Local Fiscal Recovery Funds (Fiscal Recovery Funds), providing federal payments to all state, local, tribal, and territorial governments in the United States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

WHEREAS, the City of Newburgh proposes to allocate \$200,000.00 of ARPA funds received to the City of Newburgh Small Business Assistance Grant Program; and

WHEREAS, the City Council finds that authorizing and allocating \$200,000.00 of ARPA funds to respond to the negative economic impacts of the COVID-19 public health emergency by focusing on the needs of for-profit small businesses within City limits by providing grant awards of up to \$5,000 to help businesses keep their doors open, protect local jobs, support community recovery, and increase resiliency 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 allocate \$200,000.00 of American Rescue Plan Act of 2021 funds to the City of Newburgh Small Business Assistance Grant Program; and that the City Manager is authorized to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary administer the Small Business Assistance Grant Program funded thereby.

I, Lisette Acosta-Ramirez, Deputy City Clerk of the City of Newburgh, hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held May 8th 2023 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh
this 9th day of May 2023

Deputy City Clerk

RESOLUTION NO.: 256 - 2023

OF

DECEMBER 11, 2023

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
AMENDMENT NO. 1 TO CONTRACT NO. C012469 WITH THE NEW YORK STATE
DEPARTMENT OF ENVIRONMENTAL CONSERVATION
FOR REIMBURSEMENT OF ADDITIONAL COSTS INCURRED BY
THE CITY OF NEWBURGH
AS A RESULT OF PROVIDING AN ALTERNATE SOURCE OF DRINKING WATER**

WHEREAS, perfluorooctane sulfonic acid (PFOS) has been detected in the City of Newburgh's water supply at levels in excess of the Environmental Protection Agency's recently released lifetime health advisory level; and

WHEREAS, there is a continuing need to provide a temporary alternate source of drinking water to residents of the City of Newburgh, which has access to New York City's Catskill Aqueduct as a backup source of drinking water; and

WHEREAS, by Resolution No. 204-2016 of August 8, 2016, the City Council of the City of Newburgh authorized Contract No. C010219 with the New York State Department of Environmental Conservation (DEC) for reimbursement for the actual cost of water purchased from the New York City Catskill Aqueduct, and by Resolution No. 326-2017 of November 27, 2017, Resolution No. 227-2018 of August 13, 2018, and Resolution No. 57-2021 of March 22, 2021, the City Council authorized Amendments No. 1, No. 2 and No. 3 to Contract No. C010219 because the need for the temporary alternate source of drinking water extended past the original end date of Contract No. C010219; and

WHEREAS, by Resolution No. 58-2021 of March 22, 2021, the City Council authorized Contract No. C011789 with the DEC for reimbursement for the actual cost of water purchased from the New York City Catskill Aqueduct, and by Resolution No. 198-2022 of August 8, 2022 and by Resolution No. 164-2023 of August 14, 2023, the City Council authorized Amendments No. 1 and No. to Contract C011789 because the need for the temporary alternate source of drinking water was anticipated to extend past the expiration of the terms of Amendments No. 1, No. 2, and No. 3 to Contract No. C010219; and

WHEREAS, as a result of the necessity to obtain the alternate source of drinking water, the City of Newburgh has incurred and continues to incur additional costs over and above the actual cost of Catskill Aqueduct water; and

WHEREAS, by Resolution No. 105-2017 of April 24, 2017, the City Council authorized Contract No. C010563 with the DEC for reimbursement of the additional expenses incurred by the

City of Newburgh associated with providing a temporary alternate source of drinking water to City residents through the Catskill Aqueduct not covered by Contract No. C010219, and by Resolution No. 137-2018 of May 29, 2018 and Resolution No. 116-2021 of May 10, 2021, the City Council authorized Amendment No. 1 and No. 2 to Contract No. C010563, extending the term and the reimbursement amount of the contract; and

WHEREAS, by Resolution No. 31-2022 of February 14, 2022, the City Council authorized Contract No. C012469 for reimbursement of those additional costs because the continuing need of the City to provide a temporary alternate source of drinking water was anticipated to extend past the terms of Amendment No. 1 and No. 2 to Contract No. C010563; and

WHEREAS, the need to for the temporary alternate source of drinking water is anticipated to extend past the original end date of Contract No. C012469 and the parties have determined that extending the term of Contract No. C012469 and increasing the funding for reimbursement of the additional expenses incurred by the City of Newburgh associated with providing a temporary alternate source of drinking water to City residents through the Catskill Aqueduct not covered by Contract No. C010219 and Contract No. C011789 is necessary, appropriate, and in the best interest of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to enter into Amendment No. 1 to Contract No. C012469 with the New York State Department of Environmental Conservation for continuing reimbursement of the additional expenses incurred by the City of Newburgh associated with providing a temporary alternate source of drinking water to City residents through the New York City Catskill Aqueduct not covered by Contract No. C010219 and Contract No. C011789.

AMENDMENT TO CONTRACT
between
CITY OF NEWBURGH
and
STATE OF NEW YORK DEPARTMENT OF ENVIRONMENTAL CONSERVATION

THIS AMENDMENT, entered into by and between the New York State Department of Environmental Conservation (hereinafter referred to as the Department), having offices at 625 Broadway, Albany, New York 12233 and the City of Newburgh (hereinafter referred to as Newburgh), having offices at 83 Broadway, Newburgh, New York 12550 is hereby attached to and becomes incorporated into the above referenced contract.

WITNESSETH:

WHEREAS, the parties entered into a prior Contract which was duly assigned Contract Number C012469 which said Contract the parties now desire to extend; and

WHEREAS, perfluorooctane sulfonic acid (PFOS) has continued to be detected in Newburgh's water supply at levels in excess of the Environmental Protection Agency's (EPA) recently released lifetime health advisory level; and

WHEREAS, it has been determined by Legislative findings under Article 15 of the Environmental Conservation Law (ECL) that the State has the sovereign power to regulate and control the water resources of the State; and

WHEREAS, in recognition of power under ECL §15-0105.5, the use of water for domestic and municipal purposes shall have priority over all other purposes; and

WHEREAS, in order to provide a temporary alternate source of drinking water to residents of Newburgh; Newburgh has accessed New York City's Catskill Aqueduct as a backup source of drinking water; and

WHEREAS, as a result of the necessity to obtain the alternate source of drinking water Newburgh has incurred additional costs over and above the payment of the actual cost of the drinking water; and

WHEREAS, there is a need to continue to provide for the repayment of the expenses of the City of Newburgh associated with the additional allowable costs; and

WHEREAS, the Contract provides for amending and extending the Contracts in Article 3.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

1. Article 3 Term is revised by extending the date of the Contract from May 31, 2022, to May 31, 2024.

2. Article 2.A Payment is revised to increase the not to exceed amount payable under this Contract by \$850,000 for a new not to exceed amount payable of \$1,328,384.95.
3. Appendix A dated October 2019 is hereby deleted, and a new Appendix A dated June 2023 is attached hereto.
4. All other terms and conditions of Contract C012469 will remain in full force and effect.

SIGNATURE PAGE
Contract C012469

IN WITNESS WHEREOF, this Amendment has been duly executed by the parties hereto on the day and year appearing following their respective signatures.

Department Certification: "In addition to the acceptance of this Contract Amendment, I also certify that original copies of this signature page will be attached to all other exact copies of the subject Contract."

NEWBURGH SIGNATURE	DEPARTMENT SIGNATURE
By:	By:
Print Name:	Print Name: Nancy Lussier
Title:	Title: Director, Management & Budget Services
Dated:	Dated:

Newburgh Acknowledgement
State of _____) County of _____) ss.:
On the _____ day of _____ in the year _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.
_____ Notary Public

ATTORNEY GENERAL SIGNATURE	COMPTROLLER SIGNATURE
Approved as to Form:	Approved: Thomas P. DiNapoli State Comptroller
Dated:	Dated:

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

June 2023

TABLE OF CONTENTS

	Page
1. Executory Clause	3
2. Non-Assignment Clause	3
3. Comptroller's Approval	3
4. Workers' Compensation Benefits	3
5. Non-Discrimination Requirements	3
6. Wage and Hours Provisions	3-4
7. Non-Collusive Bidding Certification	4
8. International Boycott Prohibition	4
9. Set-Off Rights	4
10. Records	4
11. Identifying Information and Privacy Notification	4
12. Equal Employment Opportunities For Minorities and Women	5
13. Conflicting Terms	5
14. Governing Law	5
15. Late Payment	5
16. No Arbitration	5
17. Service of Process	5
18. Prohibition on Purchase of Tropical Hardwoods	5-6
19. MacBride Fair Employment Principles	6
20. Omnibus Procurement Act of 1992	6
21. Reciprocity and Sanctions Provisions	6
22. Compliance with Breach Notification and Data Security Laws	6
23. Compliance with Consultant Disclosure Law	6
24. Procurement Lobbying	7
25. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors	7
26. Iran Divestment Act	7
27. Admissibility of Contract	7

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in

accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records

must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not

apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this

law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
email: mwbebusinessdev@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS.

Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <https://ogs.ny.gov/iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

RESOLUTION NO.: 257 - 2023

OF

DECEMBER 11, 2023

RESOLUTION SCHEDULING A PUBLIC HEARING FOR JANUARY 8, 2024
TO HEAR PUBLIC COMMENT CONCERNING A LOCAL LAW AMENDING
CHAPTER 240 ENTITLED "RENTAL PROPERTIES" OF THE CODE OF ORDINANCES
OF THE CITY OF NEWBURGH TO ADD ARTICLE I, RENTAL LICENSES, AND
ARTICLE II, TENANT RESPONSIBILITY FOR MAINTENANCE

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning "A Local Law amending Chapter 240 entitled 'Rental Properties' of the Code of Ordinances of the City of Newburgh to add Article I, Rental Licenses, and Article II, Tenant Responsibility for Maintenance; and that such public hearing be and hereby is duly set for a regular meeting of the Council to be held at 7:00 p.m. on the 8th day of January, 2024, in the 3rd Floor Council Chambers, 83 Broadway, City Hall, Newburgh, New York.

LOCAL LAW NO.: _____ - 2024

OF

_____, 2024

**A LOCAL LAW AMENDING CHAPTER 240 ENTITLED "RENTAL PROPERTIES"
OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH
TO ADD ARTICLE I, RENTAL LICENSES, AND ARTICLE II,
TENANT RESPONSIBILITY FOR MAINTENANCE**

BE IT ENACTED by the City Council of the City of Newburgh that the Code of Ordinances is hereby amended to add Article I, Rental Licenses, and Article II, Tenant Responsibility for Maintenance, of Chapter 240 entitled "Rental Properties".

SECTION 1. Title

This Local Law shall be referred to as "A Local Law amending Chapter 240 entitled 'Rental Properties' of the Code of Ordinances of the City of Newburgh to add Article I, Rental Licenses, and Article II, Tenant Responsibility for Maintenance".

SECTION 2. Purpose and Intent

On October 25, 2023, Governor Hochul signed into law, and codified in Chapter 579 of the Laws of New York 2023, an amendment to Real Property Actions and Proceedings Law Section 741 adding new subsection (7) providing that in the City of Newburgh where the premises from which removal is sought is subject to a local law requiring the registration of said premises as a condition of legal rental, allege proof of compliance with such local law. The primary purpose of this local law is to give effect to that amendment by requiring registration of rental properties and making such registration subject to a local law.

SECTION 3. Amendment

Chapter 240 of the Code of Ordinances of the City of Newburgh is hereby amended to add the following Article I, Rental Properties, and Article II, Tenant Responsibility for Maintenance, to read as follows:

Article I Rental Licenses

§ 240-1 Findings and purpose.

The City Council has determined that there exists in the City of Newburgh a significant number of non-owner-occupied rental units. Non-owner occupants are less able to maintain daily oversight of

their properties to ensure compliance with applicable laws, rules, and regulations. The City Council finds that the registration of rental properties is intended to and will ensure the protection of persons and property in all existing rental structures and on all premises required to be registered under this chapter. Further, the registration of rental properties will ensure that rental property owners adhere to applicable code provisions governing the use and maintenance of rental properties, including provisions limiting the maximum occupancy for which a rental property can be certified. It is the purpose of this chapter to protect the health, safety, and welfare of the residents of the City of Newburgh, as well as to protect the City's housing stock from deterioration by establishing a program for registering and identifying residential rental properties and for determining the responsibilities of owners of residential rental properties.

§ 240-2 Definitions.

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

AGENT

Any person who has charge, care, or control of a building, or part thereof, in which rental dwelling units or rooming units are let.

BUILDING

A combination of materials, whether portable or fixed, having a roof to form a structure affording shelter for persons, animals, or property.

CODE

The City of Newburgh Code of Ordinances and the New York State Uniform Fire Prevention and Building Code.

DWELLING

A building used in whole or part for residential uses.

DWELLING UNIT

A single unit providing complete, independent, law-compliant living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

MUNICIPAL OFFICER

The Fire Chief, Code Compliance Supervisor, Building Inspector, or other such official within the Fire Department or the Bureau of Code Compliance as may be designated in writing.

OWNER

Any individual or individuals, limited liability company, partnership, or corporation or any similar type of business organization, whether for profit or otherwise, in whose name title to a building stands, including a mortgagee or vendee in possession, assignee of rents, receiver, executor, trustee, lessee, agent, or any other person, firm, or corporation directly or indirectly in control of the property. Each, any, and all such persons shall have a joint and severable obligation for compliance with the provisions of this chapter.

OWNER-OCCUPIED DWELLING

A dwelling occupied by an individual owner or by members of his or her family on a nonrental basis. For the purposes of this chapter, "owner-occupied" shall not include any building owned by a limited liability company, partnership, corporation, or any similar type of business organization, including, but not limited to, a mortgagee or vendee in possession, assignee of rents, receiver, executor, trustee, lessee, or agent.

RENTAL PROPERTY

All buildings that contain a dwelling unit or a rooming unit that is rented, leased, let, or hired out to be occupied for residential or mixed use (commercial-residential) and are not owner-occupied.

ROOMING UNIT

Any furnished room for rent within a building and forming a single sleeping space.

TENANT

A person, not the legal owner of record, occupying or in possession or control of a dwelling, dwelling unit or a rooming unit.

§ 240-3 Rental license process.

- A. The owner of any rental property as defined herein shall within 30 days after assuming ownership of a rental property submit a rental license application for such rental property with the municipal officer on forms provided for that purpose by the municipal officer along with any fees required by Chapter 163. Failure to receive notice from the municipality shall not constitute grounds for failing to register the property.
- B. Each rental property having a separate section block and lot number shall be registered separately.
- C. The license rental application shall include the information required under § 240-4, as well as any additional information that the Municipal Officer may reasonably require.

- D. It shall be unlawful for any owner to offer any unit for rent or to rent any dwelling unit or to allow any dwelling unit to be occupied without having first received a rental license pursuant to this chapter as required herein within the time prescribed for such registration. Failure to receive notice of the rental license deadline will not excuse failure to receive a rental license for a rental property. It is the responsibility of the owner to fulfill the requirements of this article.
- E. No initial rental license or a rental license renewal shall be issued until the Municipal Officer has determined that the property is in compliance with the Code. Such determination shall be based on an inspection as described in § 240-6, provided that if the owner does not consent to such inspection and no inspection has been performed pursuant to search warrant, the owner shall, in the alternative, submit a certification by a licensed professional engineer that the subject property is in compliance with said the Codes, and in which case such certification shall be made on a form prescribed by the City of Newburgh Bureau of Code Compliance and reviewed by a Municipal Officer to determine compliance.
- F. If the rental license application is incomplete or the applicant does not meet the requirements of the licensing process within 120 days of the submittal date, the application will be deemed canceled and an owner shall be required to file a new application and pay a new application fee
- G. Except as provided in § 240-13, the rental license shall remain valid for one year from the date of issue. The owner shall be required to renew the rental license annually and shall pay a fee in the amount prescribed in Chapter 163.
- H. The Municipal Officer may establish for purposes of efficient administration that all rental licenses shall be renewed by a single date in each year. The Municipal Officer shall establish this date in which case the initial rental license fee shall be prorated for applications received less than 10 months prior to that date.
- I. The completed rental license application shall be deemed prima facie proof of the statements therein contained in any administrative enforcement proceeding or court proceeding instituted by the City against the owner or owners of the building.

§ 240-4 Rental license application.

- A. A rental license application shall be made by the owner of rental units or the owner's legally constituted agent on a form approved and supplied by the City of Newburgh Office of Code Compliance. This form shall be known as a "rental property statement" and shall be signed by the owner under oath. The statement shall include:
 - (1) The name(s), residence and business addresses, e-mail addresses, telephone numbers, and birth date(s) of the principal officers if the applicant is an individual, or the business names, business addresses, e-mail addresses, telephone numbers, and name(s), residential addresses, and birth date(s) of all principal officer(s) and/or member(s) if the applicant is any business entity recognized by New York State law. Where more than one natural

person has an ownership interest, the required information shall be included for each owner.

- (2) If the owner is not a natural person, the employer identification number of the owner.
 - (3) The name, street address, e-mail address, and telephone number of a natural person 21 years of age or older, designated by the owner or owners as the authorized agent for receiving notices of code violations and for receiving process in any court proceeding or administrative enforcement proceeding on behalf of such owner or owners in connection with the enforcement of any applicable code. The agent for service of process must maintain offices or reside in the State of New York.
 - (4) The name, street address, e-mail address, and telephone numbers of the firm or individual responsible for maintaining the property. The individual or a representative of the firm responsible for maintaining the property must maintain offices within 45 miles of the City and shall be available by telephone or in person on a twenty-four-hour-per-day, seven-day-per-week basis.
 - (5) Name, address, and telephone number of vendee, if the dwelling is being sold through a contract for deed.
 - (6) A description of the premises, including street address, section block and lot, and type of building.
 - (7) Number of dwelling units within the dwelling.
 - (8) Description of procedure through which tenant inquiries and complaints are to be processed.
 - (9) Status of utility fees, property taxes, and other assessments on the dwelling and other rental real property in the City owned by the applicant.
 - (10) The number of tenants that reside in each dwelling unit within the building.
 - (11) Whether the owner consents to a municipal inspection pursuant to § 240-6 or whether the owner will provide a certification by a licensed professional engineer that the property is in compliance with the Code.
 - (12) The City of Newburgh Bureau of Code Compliance may, in its discretion, request additional information from time to time. The owner or authorized agent must reply with such requested information within 14 days of such request.
- B. The owner shall notify the Municipal Officer within 10 days of any change in the rental license information by filing an amended rental property statement on a form provided by the

Municipal Officer for such purpose. Depending on the nature of changes, the City may require consent to a new property inspection. Notice of transfer of ownership shall be as described in § 240-8.

§ 240-5 License fees; exemptions.

- A. License fees as set forth in Chapter 163 of this Code shall be due 90 days prior to the license expiration date; in the cases of a new unlicensed dwelling, a change in a previously filed rental license application, or a new license that is required due to a change in ownership as set forth in § 240-8 below, rental license fees shall be due at the time of application.
- B. Owner-occupied dwellings containing not more than two rental units are exempt from the filing fees set forth in Chapter 163 of this Code but still must submit a rental license application as described in § 240-3 and § 240-4 above.
- C. A delinquency penalty of 5% of the rental license fee for each day of operation without a valid rental license shall be charged operators of rental properties. Once issued, a rental license is nontransferable, and the rental licensee shall not be entitled to a refund of any license fee. Upon revocation or suspension, application withdrawal, an incomplete application or process, or application cancellation, the fee is nonrefundable.
- D. All inspection fees are set in Chapter 163. If the inspection is being performed as part of the rental licensing process, fees must be paid prior to the time of rental license issuance or renewal for the property.
- E. If any fee or any portion is not paid within 60 days after billing, the Comptroller may certify the unpaid cost against the property, and the unpaid cost shall be added to and collected with the subsequent City tax levy and shall bear interest and be enforced as provided by law for City taxes.
- F. All funds collected from rental license fees under this section shall be deposited in a dedicated trust fund to be used exclusively for municipal activities with respect to vacant and problem properties in the municipality, including, but not limited to, inspection, nuisance abatement, securing and boarding, maintaining property information systems, general code enforcement activities, and reasonable administrative and legal costs associated with any of the foregoing.

§ 240-6 Inspection.

- A. During regular business hours or in an emergency, the municipal officer or his representative or any duly authorized City representative, upon the showing of proper credentials and in the discharge of his duties, may enter any building or rental unit within a building upon consent of the owner or with a duly executed search warrant, to make an inspection to determine whether there is any violation of the Code.

- B. At the request of the municipal officer, the Corporation Counsel is authorized to make application to the City Court of the City of Newburgh or any other court of competent jurisdiction for the issuance of a search warrant to be executed by a police officer in order to conduct an inspection of any premises believed to be subject to this chapter. The municipal officer may seek a search warrant whenever the owner, managing agent, or occupant fails to allow inspections of any dwelling unit contained in the rental property where there is a reasonable cause to believe that there is a violation of the Code .
- C. The presence or existence of any of the following shall create a rebuttable presumption that a dwelling unit is rented:
- (1) The property is occupied by someone other than the owner, and the owner of the property represents, in writing or otherwise, to any person or establishment, business, institution or government agency, that he resides at an address other than the rental property.
 - (2) Persons occupying the premises represent that they pay rent to the owner of the premises.
 - (3) Utilities, cable, phone or other services are in place or requested to be installed or used at the premises in the name of someone other than the record owner.
 - (4) Testimony by a witness that it is common knowledge in the community that a person other than the record owner resides in the premises.
 - (5) There is more than one mailbox at the premises.
 - (6) There is more than one gas meter at the premises.
 - (7) There is more than one electric meter at the premises.
 - (8) There are separate entrances for segregated parts of the dwelling.
 - (9) There are partitions or internal doors which may serve to bar access between segregated portions of the dwelling, including, but not limited to, bedrooms.
 - (10) There exists a separate written or oral lease or rental arrangement, payment or agreement for portions of the dwelling among its owner(s) and/or occupants and/or persons in possession thereof.
 - (11) Any occupant or person in possession thereof does not have unimpeded and/or lawful access to all or part of the dwelling unit.
 - (12) There exists two or more kitchens each containing one or more of the following: a range, oven, hotplate, microwave or other similar device customarily used for cooking or preparation of food and/or a refrigerator.

- D. Nothing in this section, except for provisions containing emergency inspections, shall be deemed to authorize the municipal officer or representative to conduct an inspection of any premises subject to this chapter without the consent of the owner or without a warrant duly issued by a court of competent jurisdiction.
- E. Nothing in this section shall prevent the entry into a building or dwelling unit by the municipal officer without the consent of the owner or a search warrant in response to an emergency.

§ 240-7 Conformance to other laws.

No rental license shall be issued or renewed unless the rental property and its premises conform to the Code of Ordinances of Newburgh and the laws of the State of New York.

§ 240-8 License not transferable.

No rental license shall be transferable to another person or to another rental property. Every person holding a rental license shall give notice, in writing, to the municipal officer within 10 business days after having legally transferred or otherwise disposed of the legal control of any licensed rental property. Such notice shall include the name and address of the person succeeding to the ownership or control of such rental property.

§ 240-9 Required postings.

- A. The rental license issued under this article shall contain the following information:
 - (1) The address, type of structure, and structure classification;
 - (2) The date of inspection;
 - (3) The date of issuance;
 - (4) The expiration date;
 - (5) Number of dwelling units;
 - (6) A statement indicating whether the structure is equipped with a fire alarm system;
 - (7) A statement indicating whether the structure is equipped with a sprinkler system;
 - (8) Local contact information, including name, address, and phone number for the owner or owner's designated representative;
 - (9) The maximum number of permanent and/or temporary occupants permitted.
- B. Every licensee of a rental property with more than four units shall conspicuously post the current rental license certificate in the main entryway or other conspicuous location. For rental properties of four or fewer units, the licensee must provide a copy of the rental license certificate to each tenant by attaching a copy to the tenant's copy of the executed lease agreement.
- C. The City's trash and refuse policies and procedures and alternate-side street parking regulations shall be conspicuously posted in the main entryway or other conspicuous location. For rental

properties with only one dwelling unit or with no common entryway, the owner must provide a copy of these policies, procedures, and regulations with the tenant's copy of the executed lease agreement.

§ 240-10 Occupancy register required.

- A. Every owner of a licensed rental property shall keep, or cause to be kept, a current register of occupancy for each dwelling unit that provides the following information:
 - (1) Dwelling unit address.
 - (2) Number of bedrooms in dwelling unit and the maximum number of occupants.
 - (3) Legal names and date of birth of adult occupants and number of adults and children (under 18 years of age) currently occupying the dwelling units.
 - (4) Dates renters occupied and vacated dwelling units.
 - (5) A chronological list of complaints and requests for repair by dwelling unit occupants, which complaints and requests are related to the provisions of this Code of Ordinances.
 - (6) A similar chronological list of all corrections made in response to such requests and complaints.
- B. Such register shall be made available for viewing or copying by the municipal officer at all reasonable times.
- C. The property owner may request a pre-rental inspection of a unit prior to placing tenants and obtain a certificate of compliance stating that the apartment is in compliance with the Code. The cost of this inspection shall be included with license fee.

§ 240-11 Retaliatory actions.

- A. No person shall institute or maintain an action for eviction because the occupant has reported a violation of this law or any related provision of the Code to the Code Compliance Bureau or other City employee.
- B. No person shall cause any service, facility, equipment or utility required under this local law to be removed, shut off or discontinued in retaliation for a complaint.

§ 240-12 Rules and regulations.

The municipal officer may issue rules and regulations for the administration of the provisions of this article.

§ 240-13 "Compliant landlord" designation.

- A. An owner who has fully met the requirements set forth in § 240-13B shall be designated as a "compliant landlord". The designation of "compliant landlord" shall be at the discretion of the

municipal officer and is not a right that will vest at any time and may be subject to termination at the discretion of the City, municipal officer and in accordance with any changes in local, state or federal law.

B. Qualifications to be a "compliant landlord":

- (1) Owner must satisfy the requirements of §§ 240-3, 240-4, 240-5, 240-6, 240-9 and 240-10; and
- (2) Owner must have been issued a rental license for all non-owner-occupied dwellings owned and rented in the City of Newburgh; and
- (3) Owner must have no open cases with the Code Compliance Bureau or Fire Prevention Bureau and no outstanding violations of the Code; and
- (4) Owner must be current on all real property taxes, water, sewer and sanitation bills on all properties owned in the City of Newburgh; and
- (5) Owner must have no open abatement proceedings on any properties owned in the City of Newburgh.

C. An owner who is designated as a "compliant landlord" shall have his rental license remain valid for a period of two years and shall be permitted to renew the rental license every two years and the fee prescribed in Chapter 163 shall be paid every two years with the renewal application.

§ 240-14 Enforcement.

- A. The City of Newburgh shall have a choice of enforcing this chapter as provided in § 1-12 of the Code of Ordinances of the City of Newburgh by seeking civil penalties or by instituting a criminal proceeding or may choose to do both.
- B. A designated managing agent of an owner may be served with a notice of violation, order to remedy, an appearance ticket, or other service of process, whether criminal or civil, pursuant to and subject to the provisions of law as if actually served upon the owner.
- C. No owner who designates a managing agent pursuant to the provisions of this chapter may assert the defense of lack of notice or lack of in personam jurisdiction based solely upon the service of process on his designated agent.
- D. Any owner who fails to register a rental property under the provisions of this chapter shall be deemed to consent to receive, by posting at the building, any and all notices of code violations and all process in an administrative proceeding brought to enforce code provisions concerning the building.

E. The municipal official may revoke a rental license or approval issued under the provisions of this chapter for any of the following reasons:

- (1) Any false statement or misrepresentation as to a material fact in the application, plans or specifications on which the building permit was based;
- (2) The rental license was issued in error and should not have been issued in accordance with applicable law;
- (3) Failure to maintain the necessary requirements as outlined in this chapter, or occurrence of unlawful activities at or about the premises;
- (4) Fighting or violent, tumultuous or threatening behavior by any occupant of the premises;
- (5) Unreasonable noise from the premises on a regular basis;
- (6) Repeated calls to the police for disturbances and/or disputes at the premises;
- (7) Obstruction of vehicular or pedestrian traffic due to vehicles from or at the premises;
- (8) Hazardous or physically offensive conditions created by an act of an occupant or owner of the premises; or
- (9) Existing violations on the premises of the Code ; or
- (10) Condemnation of the building or after a fire resulting in structural damage.

F. Such revocation shall take place after notice to the applicant and opportunity for the applicant to be heard by the municipal officer.

G. No rental license shall be revoked where there is reasonable grounds that the conduct for revocation as set forth in this subsection is the result of domestic abuse, sexual assault, stalking and/or harassment.

H. No fees, as provided in Chapter 163, shall be refunded after the revocation of a rental license.

§ 240-15 Penalties for offenses.

A. If the City of Newburgh chooses to enforce this chapter through a criminal proceeding, any person who violates or fails to comply with any provisions of this chapter or of the rules and regulations issued hereunder or who violates or fails to comply with any order made thereunder shall be fined up to \$500 per day for each day the violation exists and/or 30 days in jail.

B. The imposition of one penalty for any violation shall not excuse the violation or permit it to continue, and all such persons shall be required to correct or remedy such violations or defects. Each day that prohibited conditions exist shall constitute a separate offense and so subject the owner to an additional fine of up to \$500 per day for each day the violation exists and/or additional jail sentences of up to 30 days in jail.

C. The application of the above penalty shall not be held to prevent the enforced removal of prohibited conditions.

- D. For purposes of this section, failure to file a rental property statement within 60 days of the effective date of this chapter or within 30 days after assuming ownership of the rental property, whichever is later, or within 10 days of receipt of notice by the municipality; failure to provide correct information on the rental property statement; and failure to comply with the provisions of §§ 240-3, 240-4, 240-5, 240-9 and 240-10 of this article or such matters as may be established by the rules and regulations of the municipal officer shall be deemed to be violations of this article.

Article II Tenant Responsibility for Maintenance

§ 240-18 General requirements.

Tenants of rental property shall maintain the rented premises in conformance with the following standards. Tenants shall only be responsible for conditions that he or she actually caused. The requirements of this article are not intended to conflict with or supersede New York State Real Property Law § 235-b.

§ 240-19 Common, public or open areas.

- A. Steps, walks, driveways, parking spaces and similar paved areas shall be kept free of obstacles to afford safe and convenient passage. Structural repairs are the responsibility of the property owner.
- B. Yards, courts and vacant lots shall be kept clean and free of hazards.
- C. Open fires shall not be permitted, unless authorized and approved pursuant to the Code and in conformity with state air pollution control regulations.

§ 240-20 Buildings and structures.

- A. Floors, walls, including windows and doors, ceilings and other interior surfaces within the rental property, shall be maintained in clean and sanitary condition in accordance with the Code and shall not be broken, damaged or destroyed and/or permitted to attract insect, vermin and rodent harborage and infestation.
- B. Extension cords. Electrical extension cords shall be used only in conformance with the Code. If extension cords must be used, they must be used on a temporary basis only, properly sized for the use; must not cross any pathways, or be placed under carpets or rugs. They also should not be a tripping hazard.
- C. Utilities.
 - (1) Tenants may not perform electrical or plumbing work. Tampering with electrical or plumbing infrastructure in any way is prohibited.

- (2) Tenants or third parties who are licensed electricians or licensed plumbers must obtain proper permits before commencing and completing any work.
- D. External decorative lighting, including, but not limited to, holiday lighting, shall not be hung by tacks or nails in such a manner as to create a fire hazard. Electrical light fixtures and other heat-generating appliances shall not be covered with fabric or other combustible material.
 - E. Excessive amounts of loose fabric when used as a wall or ceiling covering is a fire hazard and is not permitted.
 - F. Tenants may not store or place anything in such a way that it might block or prevent the use of a means of exiting from a room, rooming unit, dwelling unit or building. Items should not be stored by tenants in unfinished areas of buildings (cellars, attics, etc.), which could contribute to combustion in a fire or block access by emergency personnel, (i.e., mattresses, old boxes, lumber, clothes, etc.).
 - G. Fire escapes shall not be used for storage and shall be kept clear to allow for immediate egress from a room, rooming unit, dwelling unit or building.
 - H. Tenants shall not store combustible or flammable liquids and/or flammable gases in their dwelling unit or rooming unit, or in accessory buildings, except in sealed, approved containers.
 - I. Flammable and combustible liquids and/or gases shall not be stored in hallways, exits, stairways or areas normally used for the safe passage of people.
 - J. Unfinished areas of buildings, such as cellars or attics, shall not be used for any activities whatsoever other than for utility purposes.
 - K. Rugs or carpet shall not be installed in such a way as to obstruct the smooth opening or closing of any doors.
 - L. Cooking and refrigeration appliances, kitchens, and bathrooms must be kept in a clean and sanitary condition so as not to attract insect, vermin and rodent harborage and infestation.
 - M. Food garbage shall not be stored on premises in such a way or for such a period of time so as to become a health hazard.

§ 240-21 Infestation and harborages.

Grounds, buildings and structures shall be maintained free of insect, vermin and rodent harborage and infestation. The accumulation and/or storage of materials that may provide harborage or serve as food for rodents or other vermin in a site accessible to such rodents or vermin is prohibited.

§ 240-22 Garbage and refuse.

- A. Adequate sanitary facilities and methods shall be used for the collection, storage, handling and disposal of garbage and refuse within rental property. Storage containers within rental property shall be of an approved flame-resistant material.
- B. The accumulation or storage of garbage or refuse in public halls or stairways shall be prohibited.
- C. Tenants shall not place loose bags of garbage and/or recyclables outside the building or in a garage area and shall comply with the waste collection regulations as prescribed by Chapter 183 of the City Code of Ordinances.
- D. Tenants shall not store or leave interior furniture outdoors except for disposal in accordance with Chapter 183 of the City Code of Ordinances and applicable rules and regulations of the Department of Public Works.

§ 240-23 Junk.

- A. Refrigerators, and similar equipment with locking mechanisms, shall not be discarded, abandoned or stored on premises accessible to children, without first removing the locking devices or the hinges of the doors.
- B. Junked vehicles, unregistered vehicles, equipment and materials shall not be stored in common, shared and/or open areas of premises.

§ 240-24 Domestic animals and pets.

Domestic animals and pets shall be kept in an appropriate manner in accordance with Chapter 150 of the City Code of Ordinances. Any tenant having ownership, custody or control of a dog or other domesticated companion or working animal shall be responsible for promptly picking up, collecting and disposing of any and all waste products of such animal in a sanitary manner.

§ 240-25 Smoke detectors, carbon monoxide detectors, fire extinguishers and sprinkler systems.

- A. Smoke detectors and carbon monoxide detectors shall not be removed, damaged or disabled in any way. Smoke and carbon monoxide detectors shall not be disabled by the tenant(s).
- B. The detectors shall not be disconnected from a power source or rendered inoperable in any way. Tenants shall not remove batteries in smoke detectors or carbon monoxide detectors located in a rental property.
- C. It shall be the duty of the tenant(s) of any rental property to keep and maintain such detectors located within their dwelling unit, or sleeping room, in good repair and operable condition and to notify the property owner to replace any and all devices which are stolen, removed, missing

or rendered inoperable during their tenancy of such dwelling unit with an identical device or an equivalent device, as approved by the owner.

- D. Fire extinguishers shall not be used for any purpose other than that for which they were designed. Tenant shall notify the Fire Department upon discharging a fire extinguisher to extinguish a fire.
- E. Tampering with sprinkler systems in any way and hanging items from sprinkler systems and sprinkler equipment is prohibited.

§ 240-26 Exits: hardware for doors.

- A. Prohibited locking devices. No hasp, lock, padlock, bar, chain or other device, which is openable only from the exterior, shall be installed by a tenant(s) on any door, which is used or intended to be used, as a means of egress.
- B. Locking devices required.
 - (1) It is the responsibility of all property owners to ensure that exit doors from dwelling units, and doors from bedrooms, sleeping rooms or lodging units which are located within dwelling units, rooming houses or boardinghouses, in which three or more unrelated individuals reside, shall be equipped with a locking device which is securable by means of a key from the outside and which is provided, on the inside, with a simple type of releasing device, such as a knob, handle or panic bar, the method of operation of which is obvious, even in darkness. No tenant shall remove and/or disable said locking devices.
 - (2) It is the responsibility of all property owners to ensure that all openable windows located within 10 feet, measured vertically, or within six feet, measured horizontally, of ground level, or of exterior balconies, porches, stairs, fire escapes, railings, roof surfaces or any other accessible structure, shall be equipped with sash locks designed to be openable from the inside only. Sash locks shall be easily openable without the use of keys and be maintained in good repair. No tenant shall remove and/or disable said sash locks.
- C. Self-closing doors shall not be blocked in the open position, and automatic doors shall not be removed.
- D. Tampering with exit lights and exit signs is prohibited. If exit lights are out or malfunctioning, the property owner must be notified.

§ 240-27 Violations and enforcement.

- A. Whenever the municipal officer finds that there has been a violation of these standards, the municipal officer shall first issue a notice of violation to the person or persons responsible, so long as the property owner has provided such responsible party information to the Bureau of Code Compliance. The order shall:

- (1) Be in writing.
- (2) Identify the premises.
- (3) Specify the violation and remedial action to be taken.
- (4) Provide a reasonable time limit for compliance.
- (5) State the time within which an appeal may be taken.
- (6) If the violation constitutes a public nuisance or renders the premises dangerous or unsafe, include, in the order, a statement that if the violation is not remedied within the time limit specified in the order, the City may remedy the violation in accordance with Chapter 126 and Chapter 226 of the City Code of Ordinances.

B. A notice of violation and order may be served as follows:

- (1) By personal service upon the tenant(s); or
- (2) By posting a copy thereof on the door of the tenant(s) premises, or if access thereto is denied, by posting a copy thereof on the outside door of the building and mailing a copy to the tenant(s) in a postpaid wrapper addressed to the tenant(s).

C. In case the tenant(s) shall fail, neglect or refuse to remove, eliminate or abate the violation, or in the case that the owner, lessor or agent fails to cause the tenant(s) to remove the violation within the time specified, the municipal officer shall forward the notice of violation to the Corporation Counsel who shall prosecute same as provided herein.

D. If the violation constitutes a public nuisance or renders the premises dangerous or unsafe, and the violation order has been served, but the violation has not been remedied within the time limit specified in such violation order, the City may remedy the violation in accordance with Chapter 126 and Chapter 226 of the City Code of Ordinances.

§ 240-28 Penalties for offenses.

Failure to comply with a violation order, within the time limit stated therein, shall constitute an offense. A person convicted of an offense shall be punished by a fine not to exceed \$500, or in the court's discretion, a sentence of community service in accordance with the New York State Penal Law. Each day that a violation continues shall be deemed a separate offense and shall subject the occupant to an additional penalty as provided above.

§ 240-29 Violations constitute substantial obligation of tenancy.

Unless otherwise provided for by state or federal law or the provisions of a lease, the compliance with the provisions of this chapter shall constitute a substantial obligation of every residential tenancy and the violation thereof shall be grounds for termination of the tenancy.

SECTION 4. Severability.

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

SECTION 5. Codification

It is the intention of the City Council of the City of Newburgh and it is hereby enacted that the provisions of this Local Law shall be included in the Code of Ordinances 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 "Chapter", "Article", "Section", 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 Code of Ordinances affected thereby.

SECTION 6. Validity

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

SECTION 7. Effective Date

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

2023 New York Assembly Bill No. 7265, New York Two Hundred Forty-Sixth Legislative Session

NEW YORK BILL TEXT

**TITLE: Relates to the contents of a petition in a summary proceeding
to recover possession of real property in the city of Newburgh.**

VERSION: Adopted

October 25, 2023

Jacobson, Jonathan



Image 1 within document in PDF format.

SUMMARY: ROLISON JACOBSON Amd i741, RPAP L Requires a petition in a summary proceeding to recover possession of real property in the city of Newburgh to allege proof of compliance with local laws requiring rental residential property registration and licensure.

TEXT:

LAWS OF NEW YORK, 2023

CHAPTER 579

AN ACT to amend the real property actions and proceedings law, in relation to requiring a petition in a summary proceeding to recover possession of real property in the city of Newburgh to allege proof of compliance with local laws requiring rental residential prop- erty registration and licensure

Became a law October 25, 2023, with the approval of the Governor. Passed on Home Rule request pursuant to Article IX, section 2(b) (2) of the

Constitution by a majority vote, three-fifths being present.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. Section 741 of the real property actions and proceedings law is amended by adding a new subdivision 7 to read as follows:

7. In the city of Newburgh, where the premises from which removal is sought is subject to a local law requiring the registration of said premises as a condition of legal rental, allege proof of compliance with such local law.

§ 2. This act shall take effect on the ninetieth day after it shall have become a law.

The Legislature of the STATE OF NEW YORK ss:

Pursuant to the authority vested in us by section 70-b of the Public Officers Law, we hereby jointly certify that this slip copy of this session law was printed under our direction and, in accordance with such section, is entitled to be read into evidence.

ANDREA STEWART-COUSINS CARL E. HEASTIE Temporary President of the Senate Speaker of the Assembly

RESOLUTION NO.: 258 - 2023

OF

DECEMBER 11, 2023

A RESOLUTION AUTHORIZING THE SETTLEMENT OF A CLAIM
IN CONNECTION WITH THE PREMISES LOCATED AT
69 WILLIAM STREET (SECTION 39, BLOCK 2, LOT 25.2)

WHEREAS, the City of Newburgh commenced legal action against VIP Partners LLC, current owner of record of the premises known as 69 William Street (Section 39, Block 2, Lot 25.2) to enforce its reverter and re-entry rights to the premises; and

WHEREAS, the parties have reached a settlement agreement in a manner and form substantially similar to the agreement annexed hereto; and

WHEREAS, this Council has determined it to be in the best interests of the City of Newburgh to enter into the attached settlement agreement;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the Corporation Counsel is hereby authorized to settle the legal action pending against VIP Partners LLC, and the City Manager or the Corporation Counsel is hereby authorized to execute a written settlement agreement and any other documents as the Corporation Counsel may require, to effectuate the settlement as herein described.

STATE OF NEW YORK : COUNTY OF ORANGE
ORANGE COUNTY SUPREME COURT

-----X
CITY OF NEWBURGH,

Plaintiff,

**STIPULATION OF
SETTLEMENT**

-against-

VIP PARTNERS LLC,

Index Number: EF-002098-2022

Defendant.
-----X

This Stipulation of Settlement (“Stipulation” or “Agreement”) is entered into on this _____ day of December, 2023, by and between the City of Newburgh (hereafter “City”), a municipal corporation with an address of 83 Broadway, Newburgh, New York 12550 and VIP Partners LLC, a domestic limited liability company with an address of 46 William Street, Suite 202, Newburgh, New York 12550 (hereafter “VIP”), the parties named in this matter:

WHEREAS, by deed dated February 25, 2019 (hereafter “69 William Street Deed”), recorded in the Orange County Clerk’s Office at Book 14203, Page 450, the City conveyed to Bisessar Alvin Moonesar, for good and valuable consideration, all of its right, title and interest in the real property identified as 69 William Street, Newburgh, New York, which at the time of conveyance was identified on the City of Newburgh tax map as Section 39, Block 2, Lot 25; and

WHEREAS, by separate deed dated February 25, 2019, recorded in the Orange County Clerk’s Office at Book 14538, Page 1921, Mr. Moonesar conveyed to VIP, for good and valuable consideration, all of its right, title and interest in the real property identified as 69 William Street, Newburgh, New York, which at the time of conveyance was identified on the City of Newburgh tax map as Section 39, Block 2, Lot 25; and

WHEREAS, by deed dated January 20, 2017 (hereafter "77 William Street Deed"), recorded in the Orange County Clerk's Office at Book 14203, Page 1544, the City conveyed to VIP, for good and valuable consideration, all of its right, title and interest in the real property identified as 77 William Street, Newburgh, New York, which at the time of conveyance was identified on the City of Newburgh tax map as Section 39, Block 2, Lot 24; and

WHEREAS, by deed dated April 23, 2018 (hereafter "79 William Street Deed"), recorded in the Orange County Clerk's Office at Book 14400, Page 1716, the City conveyed to VIP, for good and valuable consideration, all of its right, title and interest in the real property identified as 79 William Street, Newburgh, New York, which at the time of conveyance was identified on the City of Newburgh tax map as Section 39, Block 2, Lot 23; and

WHEREAS, by VIP's request dated March 13, 2019, VIP merged 69 William Street, 77 William Street, and 79 William Street into a single parcel, which is now known and identified on the City of Newburgh tax map as 69 William Street, Newburgh, New York (Section 39, Block 2, Lot 25.2) (hereafter referred to as the "Premises"); and

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

WHEREAS, to date, more than 18 months have passed since the of the date of the Deed to obtain a Certificate of Occupancy for the building(s) on the Premises or to make any building(s)

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

WHEREAS, the City served demand for return of the Premises on January 21, 2022; and

WHEREAS, the City commenced the instant action on April 6, 2022; and

WHEREAS, during the course of the instant proceedings, VIP entered into an agreement dated with Bronx Pro Group, LLC ("Bronx Pro") to convey the Premises for purposes of creating an affordable housing project pursuant to programming from the New York State Department of Homes and Community Renewal; and

WHEREAS, VIP has requested the City's cooperation in facilitating a transfer of the Premises in accordance with the contract between VIP and Bronx Pro in an effort to resolve this matter without further litigation being required by the parties; such that

IT IS HEREBY CONSENTED AND AGREED by the parties to this litigation, that they be bound by the terms and conditions enumerated below, as follows:

1. The "Whereas" paragraphs stated above shall be restated and incorporated herein to give full force and effect to the same.
2. VIP shall execute a deed, TP-584, RP-5217, and any other documents deemed necessary by the City to convey the Premises back to the City.
3. The City shall counter-execute the TP-584, RP-5217, any Releases of Restrictive Covenants ("Releases") contained in the chain of title to the Premises and any other documents deemed necessary by the City to complete the conveyance of the Premises back to the City.
4. The City shall simultaneously execute a deed, TP-584, RP-5217, and any other documents deemed necessary by attorneys for Bronx Pro in order to give effect to the agreement between VIP and Bronx Pro.

5. All of the documents referred to in paragraphs 2, 3, and 4, above, shall be provided to the title insurance company selected by Bronx Pro to participate in the simultaneous closings of title between VIP and the City, and the City and Bronx Pro, with said documents being held in escrow pending completion of both closings.
6. At the time of closing, VIP shall be current on all municipal charges to the Premises, including City/County taxes, school taxes, water/sewer billing, and sanitation billing.
7. Upon completion of the closings, the City will file a Stipulation of Discontinuance ending the within action.
8. Also upon completion of closing, the City will withdraw prosecution of any open code violations of record against VIP as they apply to the Premises.
9. VIP waives any and all claims regarding service, subject matter jurisdiction, and personal jurisdiction in this case.
10. VIP has had opportunity to consult with its attorneys on this matter and enter into this Agreement in accordance with its solicited legal advice, and in accordance with the rules outlined in its Operating Agreement or any other such agreement that may govern VIP's behavior.
11. Each party to this Agreement represents and warrants that the execution, delivery and performance of this Agreement and the consummation of the transactions provided in this Agreement have been duly authorized by all necessary action of the respective entity and that the person executing this Agreement on its behalf has the full capacity to bind that entity.
12. The City Council of the City of Newburgh, by resolution number ____-2023, has authorized and consented to the terms of the Agreement.
13. There are no other agreements, written or oral, pending between the Parties.

14. This Agreement is the full understanding between the parties, and any prior understandings or agreements are null and void.
15. The exchange of copies of this Agreement, including executed signature pages, by electronic transmission (including PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) will constitute effective execution and delivery of this Agreement for all purposes.

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Signature Page

Stipulation of Settlement, City of Newburgh / VIP Partners LLC

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

For the Plaintiff

CITY OF NEWBURGH

By: Jeremy Kaufman, Esq.
Assistant Corporation Counsel

For the Defendant

VIP PARTNERS LLC

By: Bisessar Alvin Moonesar
Member, VIP Partners LLC

RESOLUTION NO.: 259 - 2023

OF

DECEMBER 11, 2023

A RESOLUTION AUTHORIZING THE SETTLEMENT OF A CLAIM
IN CONNECTION WITH THE PREMISES LOCATED AT
255 ANN STREET (SECTION 35, BLOCK 3, LOT 5)

WHEREAS, the City of Newburgh commenced legal action against Bacio, Inc., current owner of record of the premises known as 255 Ann Street (Section 35, Block 3, Lot 5) to enforce its reverter and re-entry rights to the premises; and

WHEREAS, the parties have reached a settlement agreement in a manner and form substantially similar to the agreement annexed hereto; and

WHEREAS, this Council has determined it to be in the best interests of the City of Newburgh to enter into the attached settlement agreement;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the Corporation Counsel is hereby authorized to settle the legal action pending against Bacio, Inc., and the City Manager or the Corporation Counsel is hereby authorized to execute a written settlement agreement and any other documents as the Corporation Counsel may require, to effectuate the settlement as herein described.

STATE OF NEW YORK : COUNTY OF ORANGE
ORANGE COUNTY SUPREME COURT
-----X
CITY OF NEWBURGH,

Plaintiff,

**STIPULATION OF
SETTLEMENT**

-against-

BACIO, INC.,

Index Number: EF004866-2022

Defendant.
-----X

This Stipulation of Settlement (hereafter "Settlement" or "Agreement") is entered into on the ____ day of _____, 2023, by and between the City of Newburgh ("City") and Bacio, Inc. ("Defendant"), the parties named in this action, as follows:

WHEREAS, by deed dated May 22, 2014, recorded in the Orange County Clerk's Office at Book 13761, Page 623 (hereafter referred to as the "Deed"), the City conveyed to Defendant, for good and valuable consideration, all of its right, title and interest in the real property identified as 255 Ann Street, Newburgh, New York, and further identified on the City of Newburgh tax map as Section 35, Block 3, Lot 5 (hereafter referred to as the "Premises"); and

WHEREAS, the City commenced action against Defendant on or about August 29, 2022 for the return of the Premises; and

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

IT IS HEREBY CONSENTED AND AGREED by the parties to this litigation, that they be bound by the terms and conditions enumerated below, as follows:

1. The "Whereas" paragraphs stated above shall be restated and incorporated herein to give full force and effect to the same.

2. Defendant waives any defenses to service or personal jurisdiction.
3. The City shall execute a Release of Restrictive Covenants ("Release") for the restrictive covenants numbered 1, 2, 3, 4, and 5 in the Deed to the Premises.
4. Upon execution, the City shall forward the Release to attorneys for Defendant for recording at Defendant's expense.
5. Defendant has had opportunity to consult with its attorneys on this matter and enter into this Agreement in accordance with its solicited legal advice, and in accordance with the rules outlined in its Operating Agreement or any other such agreement that may govern Defendant's behavior.
6. The City Council of the City of Newburgh, by resolution number _____, has authorized and consented to the terms of the Agreement.
7. There are no other agreements, written or oral, pending between the Parties.
8. This Agreement is the full understanding between the parties, and any prior understandings or agreements are null and void.
9. The exchange of copies of this Agreement, including executed signature pages, by electronic transmission (including PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) will constitute effective execution and delivery of this Agreement for all purposes.

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[Signature Page to follow]

Signature Page

Stipulation of Settlement: City of Newburgh v. Bacio, Inc.

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

For the Plaintiff

CITY OF NEWBURGH

By: Jeremy Kaufman, Esq.
Assistant Corporation Counsel

For Defendant

DRAKE LOEB PLLC

By: Ralph L. Puglielle, Jr., Esq.
Attorney for Defendant

RESOLUTION NO.: 260 - 2023

OF

DECEMBER 11, 2023

A RESOLUTION AUTHORIZING THE SETTLEMENT OF A CLAIM
IN CONNECTION WITH THE PREMISES LOCATED AT
248 WASHINGTON STREET (SECTION 35, BLOCK 3, LOT 31)

WHEREAS, the City of Newburgh commenced legal action against Greca, Inc., current owner of record of the premises known as 248 Washington Street (Section 35, Block 3, Lot 31) to enforce its reverter and re-entry rights to the premises; and

WHEREAS, the parties have reached a settlement agreement in a manner and form substantially similar to the agreement annexed hereto; and

WHEREAS, this Council has determined it to be in the best interests of the City of Newburgh to enter into the attached settlement agreement;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the Corporation Counsel is hereby authorized to settle the legal action pending against Greca, Inc., and the City Manager or the Corporation Counsel is hereby authorized to execute a written settlement agreement and any other documents as the Corporation Counsel may require, to effectuate the settlement as herein described.

STATE OF NEW YORK : COUNTY OF ORANGE
ORANGE COUNTY SUPREME COURT

-----X
CITY OF NEWBURGH,

Plaintiff,

**STIPULATION OF
SETTLEMENT**

-against-

GRECA, INC.,

Index Number: EF004865-2022

Defendant.
-----X

This Stipulation of Settlement (hereafter "Settlement" or "Agreement") is entered into on the ____ day of _____, 2023, by and between the City of Newburgh ("City") and Greca, Inc. ("Defendant"), the parties named in this action, as follows:

WHEREAS, by deed dated June 17, 2011, recorded in the Orange County Clerk's Office at Book 13194, Page 1270 (hereafter referred to as the "Deed"), the City conveyed to Defendant, for good and valuable consideration, all of its right, title and interest in the real property identified as 248 Washington Street, Newburgh, New York, and further identified on the City of Newburgh tax map as Section 35, Block 3, Lot 31 (hereafter referred to as the "Premises"); and

WHEREAS, the City commenced action against Defendant on or about August 29, 2022 for the return of the Premises; and

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

IT IS HEREBY CONSENTED AND AGREED by the parties to this litigation, that they be bound by the terms and conditions enumerated below, as follows:

1. The "Whereas" paragraphs stated above shall be restated and incorporated herein to give full force and effect to the same.

2. Defendant waives any defenses to service or personal jurisdiction.
3. The City shall execute a Release of Restrictive Covenants ("Release") for the restrictive covenants numbered 1, 2, 3, 4, and 5 in the Deed to the Premises.
4. Upon execution, the City shall forward the Release to attorneys for Defendant for recording at Defendant's expense.
5. Defendant has had opportunity to consult with its attorneys on this matter and enter into this Agreement in accordance with its solicited legal advice, and in accordance with the rules outlined in its Operating Agreement or any other such agreement that may govern Defendant's behavior.
6. The City Council of the City of Newburgh, by resolution number _____, has authorized and consented to the terms of the Agreement.
7. There are no other agreements, written or oral, pending between the Parties.
8. This Agreement is the full understanding between the parties, and any prior understandings or agreements are null and void.
9. The exchange of copies of this Agreement, including executed signature pages, by electronic transmission (including PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) will constitute effective execution and delivery of this Agreement for all purposes.

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[Signature Page to follow]

Signature Page

Stipulation of Settlement: City of Newburgh v. Greca, Inc.

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

For the Plaintiff
CITY OF NEWBURGH

By: Jeremy Kaufman, Esq.
Assistant Corporation Counsel

For Defendant
DRAKE LOEB PLLC

By: Ralph L. Puglielle, Jr., Esq.
Attorney for Defendant

RESOLUTION NO.: 261 - 2023

OF

DECEMBER 11, 2023

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PAYMENT
OF CLAIM WITH BARBARA BROWN IN THE AMOUNT OF \$27,118.70**

WHEREAS, Barbara Brown brought a claim against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the claim in the amount of Twenty-Seven Thousand One Hundred Eighteen and 70/100 Dollars (\$27,118.70) in exchange for a release to resolve all claims among them; and

WHEREAS, this Council has determined it to be in the best interests of the City of Newburgh to settle the matter for the amount agreed to by the parties;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the claim of Barbara Brown in the total amount of Twenty-Seven Thousand One Hundred Eighteen and 70/100 Dollars (\$27,118.70) and that the City Manager be and he hereby is authorized to execute documents as the Corporation Counsel may require to effectuate the settlement as herein described.

RESOLUTION NO.: 262 - 2023

OF

DECEMBER 11, 2023

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PAYMENT
OF CLAIM WITH MICHAEL HEGEMAN IN THE AMOUNT OF \$150,000.00**

WHEREAS, Michael Hegeman brought a claim against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the claim in the amount of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) in exchange for a release to resolve all claims among them; and

WHEREAS, this Council has determined it to be in the best interests of the City of Newburgh to settle the matter for the amount agreed to by the parties;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the claim of Michael Hegeman in the total amount of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) and that the City Manager be and he hereby is authorized to execute documents as the Corporation Counsel may require to effectuate the settlement as herein described.

SRESOLUTION NO.: 263 - 2023

OF

DECEMBER 11, 2023

A RESOLUTION AUTHORIZING EXCLUSION FROM THE
SETTLEMENT CLASS IN THE IN RE: AQUEOUS FILM-FORMING FOAMS
PRODUCTS LIABILITY LITIGATION, MDL NO. 2:18-mn-02873 RELATING TO
CITY OF CAMDEN, ET AL. V. 3M COMPANY, NO. 2:23-cv-03147-RMG
IN CONNECTION WITH THE CONTAMINATION OF WASHINGTON LAKE
AND THE CITY OF NEWBURGH WATER SUPPLY

WHEREAS, by Resolution No. 307-2017 of October 23, 2017, the Council of the City of Newburgh, New York authorized litigation against any and all potentially responsible parties in connection with the contamination of Washington Lake and the City of Newburgh Water Supply; and

WHEREAS, a proposed settlement has been reached with defendant 3M Company (the "Defendant"); and

WHEREAS, The City of Newburgh is a public water system that draws water from any water source that, on or before June 30, 2023, was tested and otherwise for PFAS and found to contain PFAS at any level, and therefore, is a Phase One Qualifying Settlement Class Member; and

WHEREAS, the Settlement Agreement includes several unknown factors and does not sufficiently eliminate future risks and liability but allows Settlement Class Members who request exclusion by December 11, 2023 to rejoin the Settlement Class before the Final Fairness Hearing on February 2, 2024; and

WHEREAS, the City Council of the City of Newburgh has determined that based on the uncertainties and unknown information in the proposed settlement excluding the City of Newburgh as a Settlement Class Member at this time 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 City Manager, Corporation Counsel and the City's special counsel, Knauf Shaw, LLP, are hereby authorized to exclude the City of Newburgh from the Settlement Class as provided in Notice of Proposed Class Action Settlement and Court Approval Hearing in the matter of In Re: Aqueous Film-Forming Foams Products Liability Litigation, MDL No. 2:18-mn-02873 relating to City of Camden, et al. v. 3M Company, No. 2:23-cv-03147-RMG; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that City Manager, Corporation Counsel and the City's special counsel, Knauf Shaw, LLP, are further authorized to execute documents as may be required to effectuate the exclusion authorization as herein described.