City of Newburgh Council Work Session
Sesion de trabajo del Concejal de la Ciudad de Newburgh
January 9, 2025
6:00 PM

Executive Session/ Sesión Ejecutiva

1. Proposed, Pending or Current Litigation
   Litigio propuesto, pendiente o actual

2. The medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation
   El historial médico, financiero, crediticio o laboral de una persona o empresa en particular, o asuntos que conduzcan al nombramiento, empleo, ascenso, descenso de categoría, disciplina, suspensión, despido o destitución de una persona o empresa en particular

Council Meeting Presentations/ Presentaciones de la Reunion General

3. Presentation of Certificate to The Office Vault by Councilmember McLymore, Sr.
   Entrega de certificado a The Office Vault por el concejal McLymore, Sr.

Work Session Presentations/ Presentaciones de la Session de Trabajo

4. BOA Update
   Actualización del BOA

Engineering/Ingeniería

5. Sludge Disposal Agreement Extension with Casella Organics
   Resolution to authorize a contract extension with New England Waste Services of ME, Inc. d/b/a Casella Organics for dewatered sludge disposal services at the City of Newburgh Wastewater Treatment Plant

   Resolución que autoriza una extensión del contrato con New England Waste Services of ME, Inc. d/b/a Casella Organics para los servicios de eliminación de lodos deshidratados en la Planta de Tratamiento de Aguas Residuales de la Ciudad de Newburgh

6. Delano-Hitch Aquatic Facility - Contract Amendment with CPL

Resolution authorizing the City Manager to accept a proposal and execute a contract with Clark Patterson Lee for professional construction administration engineering services for the Delano-Hitch Recreation Park Aquatic Center Improvements Project in the amount of $80,000.00

Resolución que autoriza al Gerente de la Ciudad a aceptar una propuesta y ejecutar un contrato con Clark Patterson Lee para servicios profesionales de ingeniería de administración de la construcción para el Proyecto de Mejoras del Centro Acuático del Parque Recreativo Delano-Hitch por el monto de $80,000.00

Finance/Finanza

7. ARPA Update

   Actualización de ARPA

Resolutions of Support/ Resoluciones de Apoyo

8. Resolution Urging Governor Hochul To Deny the Iroquois Pipeline Expansion

   Resolution of the City Council of the City of Newburgh urging Governor Hochul to deny the Iroquois Pipeline Expansion

   Resolución del Concejo Municipal de la Ciudad de Newburgh urgiendo a la Gobernadora Hochul a negar la expansión del oleoducto Iroquois

Ordinances/ Decretos

9. Chapter 163 Fees - Correction Amendment

   Ordinance amending Chapter 163 entitled “Fees” of the Code of Ordinances of the City of Newburgh

   Ordenanza que enmienda el Capítulo 163 titulado "Tarifas" del Código de Ordenanzas de la Ciudad de Newburgh

Local Laws/Leys Locales

10. Scheduling a Public Hearing - Local Law amending Chapter 270 Article IX Exemption for Disabled Persons with Limited Incomes

    Resolution scheduling a public hearing for January 27, 2025 to hear public comment concerning a Local Law amending Chapter 270, Article IX, entitled “Exemption for Disabled Persons with Limited Incomes” of the City Code of the City of Newburgh

    Resolución que programa una audiencia pública para el 27 de enero de 2025 para escuchar comentarios públicos sobre una ley local que modifica el Capítulo 270, Artículo IX, titulado "Exención para personas discapacitadas con ingresos limitados" del Código Municipal de la Ciudad *de Newburgh*

11. <u>Scheduling a Public Hearing - Local Law repealing and replacing the amending Chapter 270 Article II Senior Citizen Tax Exemption</u>

    Resolution scheduling a public hearing for January 27, 2025 to hear public comment concerning a Local Law repealing and replacing Chapter 270, Article II, entitled “Senior Citizens Tax Exemption" of the City Code of Ordinance of the City of Newburgh

    Resolución que programa una audiencia pública para el 27 de enero de 2025 para escuchar comentarios públicos sobre una ley local que revoca y sustituye el Capítulo 270, Artículo II, titulado "Exención fiscal para personas mayores" del Código de Ordenanzas de la Ciudad de Newburgh

RESOLUTION NO.: _____ - 2025

OF

JANUARY 13, 2025

A RESOLUTION TO AUTHORIZE A CONTRACT EXTENSION WITH NEW ENGLAND WASTE SERVICES OF ME, INC. D/B/A CASELLA ORGANICS FOR DEWATERED SLUDGE DISPOSAL SERVICES AT THE CITY OF NEWBURGH WASTEWATER TREATMENT PLANT

WHEREAS, by Resolution No. 86-2022 of April 11, 2022, the City Council of the City of Newburgh awarded a bid to, and authorized the City Manager to execute a contract with, New England Waste Services of ME, Inc. d/b/a Casella Organics for the amount of $150.66 per wet ton for dewatered sludge disposal services at the City of Newburgh Wastewater Treatment Plant; and

WHEREAS, the parties propose to exercise the option to renew the contract for two additional one-year terms for the period January 1, 2025 through December 31, 2026; and

WHEREAS, funding for the contract extension shall be derived from G.8130.0448.0007 Sludge/Grit Disposal; and

WHEREAS, the City Council finds that executing contract extension with New England Waste Services of ME, Inc. d/b/a Casella Organics is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he hereby is authorized to execute a contract extension for two additional one-year terms for the period January 1, 2025 through December 31, 2026 with New England Waste Services of ME, Inc. d/b/a Casella Organics for dewatered sludge disposal services at the City of Newburgh Wastewater Treatment Plant.

December 11, 2024

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

RE: Bid #10.22 Sludge Disposal Services – Renewal Agreement.

Dear Mr. Morris:

As stated in our Contract for Sludge Disposal Services the initial Term of the Contract shall be three years commencing April 29th, 2022, through December 31, 2024. The option to renew Contract shall be for two (2) additional one (1) year term periods if mutually agreed upon by both parties.

Casella has discussed this renewal option with the City, specifically regarding emphasis on odor control. We are satisfied with the commitment that the City has shown to address nuisance odors and note the progress that has been achieved thus far to modify sludge process control at the facility and therefore would request that the City renew the contract for an additional one or two years as stated in the Contract.

If the City is agreeable to the above, then this letter serves to document the mutual agreement of both parties to continue service as described in our Agreement for a term to cover the period from January 1, 2025, through December 31, 2026.

It is a privilege to continue our business relationship with the City, and we look forward to many additional years of successful biosolids management together.

Sincerely,

Patrick Kennedy

Patrick Kennedy
Strategic Account Manager

Approval

The City of Newburgh and New England Waste Services of ME, Inc. d/b/a Casella Organics agree to the above-described renewal and extension to the Contract:

City of Newburgh	Casella Organics
____________________ (name)	Robert Cappadona (name)
____________________ (signature)	____________________ (signature)
____________________ (title)	Vice-President (title)

ROUTING SLIP FOR CITY MANAGER SIGNATURE

ENGINEER

Document Title:

Agreement with New England Waste Services of ME, Inc. (d/b/a Casella Organics) for Sludge Disposal Services at the City's WWTP commencing April 29, 2022 through December 31, 2024

received 6/9/22 OB

Date Submitted: 6/7/22 Date Required: RUSH Number of Signatures Required in ***blue ink*** please 2x each party

Originated by: Jason C. Morris, Commissioner of Public Works/City Engineer

*****Please ensure Resolution No. is *clearly indicated* on document under City Manager's signature line*****

Authorizing Resolution No. for Signature 86-2022 Attached: ☑ Yes ☐ No If no resolution is attached, CHECK "No" and explain:

RECEIVED JUN - 9 2022 @ 3:50 pm CITY ENGINEER from Omar

SCANNED 6/9/22

PLEASE CHECK BOX NEXT TO CITY STAFF THAT NEEDS TO REVIEW BEFORE CITY MANAGER SIGNATURE

Reviewed and Approved (Applicable Department Heads)

☐ Approved as to Form by:
☐ Approved as to Substance by:

______ Date 6/8/22 | ______ Date ______

☑ Janice Gaston, City Comptroller | ☐ Commissioner Jose Gomerez, Police Dept.

☑ Approved as to Form:
☐ Approved as to Substance:
☐ Resolution Required for CM Signature

______ Date 6/9/22 | ______ Date ______

☑ Michelle Kelson, Corporation Counsel | ☐ Chief Francis Spinelli, Fire Dept.

______ Date 6/7/22 | ______ Date ______

☑ Jason Morris, Commissioner of Public Works | ☐ George Garrison, DPW Superintendent

______ Date ______ | ______ Date ______

☐ Ali Church, Director of Planning & Dev. | ☐ Nick Crispino, IT Manager

______ Date ______ | ______ Date ______

☐ Matthew Nordt, Recreation Director | ☐ Michelle Mills, Civil Service Administrator

______ Date ______ | ______ Date ______

☑ Wayne Vradenburgh, Water Superintendent | ☐ Charlotte Mountain, Code Compliance Supervisor

______ Date 6/9/22 | ______ Date ______

☑ Other Staff, Name/Dept.: Lorene Vitek, Clerk | ☐ Other Staff, Name/Dept.: ______

Please attest to the City Manager's signature and affix City seal.

REVISED February 28, 2022 OB

RESOLUTION NO.: 86 - 2022

OF

APRIL 11, 2022

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

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

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

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

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

I, Katrina Cotten, Deputy City Clerk of the City of Newburgh hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held Apr. 11, 2022 and that it is a true and correct copy of such original.
Witness my hand and seal of the City of Newburgh this 12th day of Apr. 2022

Deputy City Clerk

STANDARD FORM OF AGREEMENT

BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is dated as of the 29 day of April in the year 2022 by and between City of Newburgh (hereinafter called Owner) and New England Waste Services of ME, Inc. (hereinafter called Contractor).

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

ARTICLE 1 - WORK.

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

ARTICLE 2 – OWNER/ENGINEER.

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

ARTICLE 3 - CONTRACT TERM.

3.1 The initial contract term shall be for three (3) years, commencing April 29, 2022 through December 31, 2024.

3.2 The option to renew contract shall be for two (2) additional one (1) year term periods, if mutually agreed upon by both parties.

ARTICLE 4 - CONTRACT PRICE.

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

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

APPROXIMATE ANNUAL QUANTITY	DESCRIPTION	UNIT PRICE PER WET TON	TOTAL BID PRICE PER YEAR (7,000 Wet Tons x Unit Price Per Wet Ton)
7,000 Wet Tons	Dewatered Sludge Disposal Removal	$ 150.66	$ 1,054,620.00

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

ARTICLE 5 - PAYMENT PROCEDURES.

Contractor shall submit appropriately documented invoices to the City Engineer on the 10th of each month for the prior month billing period. Invoice documentation shall also be sent electronically to the following email addresses: Jason C. Morris, City Engineer Jmorris@cityofnewburgh-ny.gov, Elizabeth Garrison, Administrative Assistant Egarrison@cityofnewburgh-ny.gov and Michael Batz, Regional Manager for Inframark Michael.Batz@inframark.com. Invoices must reference the purchase order number provided to the Contractor by the Owner for the contract period in which each purchase order is generated.

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

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

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS.

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

6.1 Contractor has examined and carefully studied the Contract Documents, including all issued Addenda and/or other related data identified in the Bid Documents including "technical data."

6.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the Work.

6.3 Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

6.4 Contractor is aware of the general nature of work to be performed by Owner and others at the site that relates to the Work as indicated in the Contract Documents.

6.5 Contractor has correlated the information known to Contractor, information and observation obtained from visits to the site, reports, and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

6.6 Contractor has given Owner written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Owner is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 - CONTRACT DOCUMENTS.

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

7.1 This Agreement.

7.2 Exhibits to this Agreement, if any.

7.3 Performance, Payment and other Bonds.

7.4 Notice to Proceed.

7.5 Technical Specifications.

7.6 Any Addenda issued.

7.7 Contractor's Bid.

7.8 Documentation submitted by Contractor prior to Notice of Award.

ARTICLE 8 - MISCELLANEOUS.

8.1 Terms used in this Agreement will have the meanings indicated in the Instructions to Bidders.

8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3 Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

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

8.5 OTHER PROVISIONS

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

This Agreement will be effective on June 9, 2022

OWNER:	**CONTRACTOR:**
City of Newburgh	New England Waste Services of ME, Inc.
Name	*Name*
83 Broadway, Newburgh, New York 12550	25 Greens Hill Lane, Rutland, VT 05701
Address for giving notices	*Address for giving notices*
Seal	*Seal*
By: Todd Venning, City Manager/CEO, CAO & CFO *Res. 86-2022	By: John W. Casella, President & Secretary *Signature and Title*
Attest: City Clerk *Signature and Title*	Attest: Sylvia D. Jerome, Witness *Signature and Title*
If Owner is a public body, attached evidence of authority to sign and resolution or other documents authorizing execution of Agreement).	License No.: N/A
	Agent for services of process: CT Corporation System 28 Liberty Street NY, NY 10005
	If Contractor is a corporation, attach evidence of authority to sign.

APPROVED AS TO FORM

Date: 6/9/22

Michelle Kelson, Corporation Counsel

APPROVED AS TO FINANCES

Date: 6/9/22

Janice Gaston, City Comptroller

PERFORMANCE BOND

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

CONTRACTOR:

Name: New England Waste Services of ME, Inc.

Address: 755 Banfield Road

Portsmouth, NH 03801

SURITY:

Name: Evergreen National Indemnity Company

Address: 6150 Oak Tree Boulevard, Suite 440

Independence, OH 44131

RECEIVED
MAY 16 2022
CITY ENGINEER

OWNER:

Name: City of Newburgh

Address: 83 Broadway

Newburgh, NY 12550

CONTRACT:

Amount: $1,054,620.00

Date:

Description, *Name and Location*:

Bid #10.22 – Sludge Disposal Services

BOND:

Amount: $105,462.00

Date: May 6, 2022

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL:

Company: New England Waste Services of ME, Inc.

Seal

NEW ENGLAND WASTE SERVICES OF ME, INC. 1974 MAINE

Signature:

Name: Edmond R. Coletta

Title: VP and Treasurer

SURETY:

Company: Evergreen National Indemnity Company

Seal

Signature:

Name: Patricia A. Temple

Title: Attorney-In-Fact

EVERGREEN NATIONAL INDEMNITY COMPANY

Independence, Ohio

POWER OF ATTORNEY

RECEIVED
MAY 16 2022
CITY ENGINEER

Bond No. 872740

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

Patricia A. Temple

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof, PROVIDED, however, that the obligation of the Company under this Power of Attorney shall not exceed TWENTY-FIVE MILLION AND 00/100 DOLLARS ($25,000,000.00)

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

> "RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.
> FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of April, 2022.

EVERGREEN NATIONAL INDEMNITY COMPANY

EVERGREEN NATIONAL INDEMNITY COMPANY CORPORATE SEAL 1939 OHIO

By: Matthew T. Tucker, President

By: David A. Canzone, CFO

Notary Public)
State of Ohio) SS:

On this 1st day of April, 2022, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Matthew T. Tucker and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

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

Julie K Bowers
Notary Public
In and For the State of Ohio
My Commission Expires
August 13, 2024

Julie K Bowers

Julie K. Bowers, Notary Public
My Commission Expires August 13, 2024

State of Ohio) SS:

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

Signed and sealed in Independence, Ohio, this 6th day of May, 2022.

EVERGREEN NATIONAL INDEMNITY COMPANY CORPORATE SEAL 1939 OHIO

Wan C. Collier, Secretary

RECEIVED
MAY 16 2022
CITY ENGINEER

Evergreen National Indemnity Company

Certificate

2021

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

Statement of Income

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

Balance Sheet

Assets	
Invested Assets	75,433,689
Uncollected premium and agents' balances	1,188,421
Reinsurance Recoverable	227,141
Other Assets	445,841
Total Assets	**77,295,092**
Liabilities & Surplus	
Unearned Premium Reserve	7,382,137
Loss & LAE Reserves	6,293,417
Ceded Reinsurance Payable	2,475,339
Amounts retained for others	14,608,469
Other Liabilities	3,596,587
Total Liabilities	**34,355,949**
Surplus	**42,939,143**
Total Liabilities & Surplus	**77,295,092**

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

David Canzone

David A. Canzone, Treasurer

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction or Service Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction or Service Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction or Service Contract. If the Owner and the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction or Service Contract, but such an agreement shall not waive the Owner's right, if any subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty (20) days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction or Service Contract or to a contractor selected to perform the Construction or Service Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with Consent of the Owner, to perform and complete the Construction or Service Contract; or

4.2 Undertake to perform and complete the Construction or Service Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for Contract or performance and completion of the Construction or Service Contract, arrange for a contract to be prepared for execution by the Owner and the Contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by qualified surety equivalent to the bonds issued on the Construction or Service Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances.

4.4.1 after investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or

4.4.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this bond fifteen (15) days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction or Service Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction or Service Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction or Service Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction or Service Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction or Service Contract:

6.1.1 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.1.2 Liquidated damages, or if no liquidated damages are specified in the Construction or Service Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction or Service Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.

8 The Surety hereby waives notice of any change, include changes of time to the Construction or Service Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal, or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two (2) years after Contractor Default or within two (2) years after the Contractor ceased working or within two (2) years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by the law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirements in the location where the construction or service was to be performed, any provision in this Bond conflicting with said statutory or legal requirements shall be deemed deleted here from and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 Definitions.

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction or Service Contract after all proper adjustments have been made, including allowance to the Contractor of any amount received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduce by all valid and proper payments made to or on behalf of the Contractor under the Construction or Service Contract.

12.2 Construction or Service Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction or Service Contract.

12.4 Owner Default: Failure of the Owner, which as neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with other terms thereof.

PAYMENT BOND

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

CONTRACTOR:

Name: New England Waste Services of ME, Inc.

Address: 755 Banfield Road

Portsmouth, NH 03801

SURITY:

Name: Evergreen National Indemnity Company

Address: 6150 Oak Tree Boulevard, Suite 440

Independence, OH 44131

RECEIVED
MAY 16 2022
CITY ENGINEER

OWNER:

Name: City of Newburgh

Address: 83 Broadway

Newburgh, NY 12550

CONSTRUCTION CONTRACT:

Amount: $1,054,620.00

Date:

Description, *Name and Location*:

Bid #10.22 – Sludge Disposal Services

BOND:

Amount: $105,462.00

Date: May 6, 2022

Modifications to this Bond Form:

NEW ENGLAND WASTE SERVICES OF ME, INC. 1974

CONTRACTOR AS PRINCIPAL:

Company: New England Waste Services of ME, Inc.

Seal

Signature: Edmond R Coletta

Name: Edmond R. Coletta

Title: VP and Treasurer

SURETY:

Company: Evergreen National Indemnity Company

Seal

Signature: Patricia A. Temple

Name: Patricia A. Temple

Title: Attorney-In-Fact

EVERGREEN NATIONAL INDEMNITY COMPANY

Independence, Ohio

POWER OF ATTORNEY

Bond No. **872740**

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

Patricia A. Temple

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof, PROVIDED, however, that the obligation of the Company under this Power of Attorney shall not exceed TWENTY-FIVE MILLION AND 00/100 DOLLARS ($25,000,000.00)

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

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.
FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of April, 2022.

EVERGREEN NATIONAL INDEMNITY COMPANY

EVERGREEN NATIONAL INDEMNITY COMPANY CORPORATE SEAL 1939 OHIO

By: Matthew T. Tucker
Matthew T. Tucker, President

By: David Canzone
David A. Canzone, CFO

Notary Public)
State of Ohio) SS:

On this 1st day of April, 2022, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Matthew T. Tucker and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

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

Julie K Bowers
Notary Public
In and For the State of Ohio
My Commission Expires
August 13, 2024

Julie K Bowers
Julie K. Bowers, Notary Public
My Commission Expires August 13, 2024

State of Ohio) SS:

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

Signed and sealed in Independence, Ohio, this 6th day of May, 2022.

EVERGREEN NATIONAL INDEMNITY COMPANY CORPORATE SEAL 1939 OHIO

Wan Collier
Wan C. Collier, Secretary

Evergreen National Indemnity Company

Certificate

2021

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

Statement of Income

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

Balance Sheet

Assets	
Invested Assets	75,433,689
Uncollected premium and agents' balances	1,188,421
Reinsurance Recoverable	227,141
Other Assets	445,841
Total Assets	**77,295,092**
Liabilities & Surplus	
Unearned Premium Reserve	7,382,137
Loss & LAE Reserves	6,293,417
Ceded Reinsurance Payable	2,475,339
Amounts retained for others	14,608,469
Other Liabilities	3,596,587
Total Liabilities	**34,355,949**
Surplus	**42,939,143**
Total Liabilities & Surplus	**77,295,092**

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

David Canzone

David A. Canzone, Treasurer

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction or Service Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and hold harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials, or equipment for use in the performance of the Construction or Service Contract, provided the Owner has promptly notified the Contractor and the Surety of any claims, demands, liens or suits and tendered defense of such claims, demands liens or suits to the Contractor and the Surety, and provided there is not Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4 The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

5 Claimants who do not have a direct contract with the Contractor:

5.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

5.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

5.3 Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the Owner stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 5.4 If a notice required by Paragraph 4 is given to the Contractor to the Surety that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within forty-five (45) days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amount owed by the Owner to the Contractor under the Construction or Service Contract shall be used for the performance of the Construction or Service Contract and to satisfy claims, if any, under any Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction or Service Contract area dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the Work.

9 The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction or Service Contract. The Owner shall not be liable for payment of any costs or expenses of

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

10 The Surety hereby waives notice of any change, including changes of time, to the Construction or Service Contract or to related subcontracts, purchase orders and other obligations.

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction or Service Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner, or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirements in the location where the construction or service was to be performed, any provision in this Bond conflicting with said statutory or legal requirements shall be deemed deleted here from and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15 Definitions.

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials, or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction or Service, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2 Construction or Service Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction or Service Contract or to perform and complete or comply with other terms thereof.

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CERTIFICATE OF AUTHORITY

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

A True Copy Attested,

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

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

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

Date: March 30, 2022

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

Signature: ______________________

{00005897.1}

Garrison, Elizabeth

From: Patrick Kennedy <Patrick.Kennedy@casella.com>
Sent: Wednesday, June 8, 2022 3:13 PM
To: Garrison, Elizabeth
Cc: Patrick Ellis
Subject: Casella Insurance Umbrella

Good Afternoon Liz,

I have confirmed with Casella's insurance company that our umbrella coverage will satisfy the $10,000 medical expense coverage required by the contract for Sludge Disposal Services. Please let me know when the contract will be signed by the City Manager. Also, please send the document to our Portsmouth, NH office address:

Casella Resource Solutions
755 Banfield Road, Suite 201
Portsmouth, NH 03801

Thanks,
Pat K.

Patrick Kennedy
Strategic Account Manager

Casella Waste Systems, Inc.
23 Tomahawk Trail, Denville, NJ 07834
o. 973-784-3158 c. 201-704-7329 • w. casella.com

CASELLA WASTE SYSTEMS, INC.
RECYCLING • SOLUTIONS • ORGANICS • COLLECTION • ENERGY • LANDFILLS

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/25/2022

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

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

PRODUCER
Noyle W Johnson Insurance
119 River Street
P.O. Box 279
Montpelier VT 05601-0279

CONTACT NAME: Amanda Hamilton
PHONE (A/C, No, Ext): (802)684-8096 FAX (A/C, No): (802)223-7515
E-MAIL ADDRESS: casella@nwjinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Lexington Insurance Co.	19437
INSURER B: Old Republic Insurance Co.	24147
INSURER C: The Cincinnati Casualty Company	28665
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
New England Waste Services of ME, Inc.
dba Casella Organics
PO Box 1279
Westbrook ME 04098

COVERAGES CERTIFICATE NUMBER: NEOPortland(CNE)2022#2 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	X COMMERCIAL GENERAL LIABILITY; CLAIMS-MADE; X OCCUR; GEN'L AGGREGATE LIMIT APPLIES PER: POLICY; X PRO-JECT; LOC; OTHER:	X	Y	082695204	04/30/2022	04/30/2023	EACH OCCURRENCE	$ 3,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 3,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
								$
B	AUTOMOBILE LIABILITY; X ANY AUTO; ALL OWNED AUTOS; SCHEDULED AUTOS; X HIRED AUTOS; X NON-OWNED AUTOS; X MCS-90	X	Y	MWTB 311995 22	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB; OCCUR; EXCESS LIAB; CLAIMS-MADE; DED; RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N; ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N; If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	MWC 311994 22	01/01/2022	01/01/2023	X PER STATUTE; OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Excess Auto Liability			MWZX 315503 22	04/30/2022	04/30/2023	$2M Excess $5M Auto Liability	2,000,000
C	Excess Auto Liability			EXS0575546	04/30/2022	04/30/2023	$3M Excess $7M Auto Liability	3,000,000

S/B $10K okay 6/7/22

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Newburgh is Additional Insured under the General Liability and Auto Liability Policies on a Primary and Non-Contributory basis where required by written contract subject to the terms and conditions of each policy. Waiver of Subrogation applies in favor of the Certificate Holder where required by written contract.

CERTIFICATE HOLDER
City of Newburgh
83 Broadway
Newburgh, NY 12550

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

AUTHORIZED REPRESENTATIVE
Timothy Ayer/NBOIVI

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/26/2022

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

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

PRODUCER	CONTACT NAME: Amanda Hamilton
Noyle W Johnson Insurance	PHONE (A/C, No, Ext): (802) 684-8096 / FAX (A/C, No): (802) 223-7515
119 River Street	E-MAIL ADDRESS: casella@nwjinsurance.com
P.O. Box 279	
Montpelier VT 05601-0279	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Lexington Insurance Co.	19437
INSURER B: Old Republic Insurance Co.	24147
INSURER C: The Cincinnati Casualty Company	28665
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

New England Waste Services of ME, Inc.
755 Banfield Road
Portsmouth NH 03801

COVERAGES

CERTIFICATE NUMBER: NEWSVT Concord 22#2 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	x COMMERCIAL GENERAL LIABILITY; CLAIMS-MADE; x OCCUR	X	Y	082695204	04/30/2022	04/30/2023	EACH OCCURRENCE	$ 3,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY; x PRO-JECT; LOC						GENERAL AGGREGATE	$ 4,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 3,000,000
								$
B	AUTOMOBILE LIABILITY	X	Y	MWTB 311995 22	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
	x ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS; SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	x HIRED AUTOS; x NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	x MCS-90							$
	UMBRELLA LIAB; OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB; CLAIMS-MADE						AGGREGATE	$
	DED; RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		MWC 311994 22	01/01/2022	01/01/2023	x PER STATUTE; OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Excess Auto Liability			MWZX 315503 22	04/30/2022	04/30/2023	$2M Excess $5M Auto Liability	2,000,000
C	Excess Auto Liability			EXS0575546	04/30/2022	04/30/2023	$3M Excess $7M Auto Liability	3,000,000

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

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Timothy Ayer/NBOIVI

ORIGINALS - file w/Clerk with FEA (ENG). 6/1/22

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/29/2022

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

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

PRODUCER
Arthur J. Gallagher Risk Management Services, Inc.
7 Park Central
12750 Merit Drive, Suite 1000
Dallas TX 75251

CONTACT NAME: Maria Hines
PHONE (A/C, No, Ext): 972-663-6174 | FAX (A/C, No): 972-663-6075
E-MAIL ADDRESS: maria_hines@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : XL Insurance America, Inc.	24554
INSURER B : Lloyd's Syndicate 3623 (Beazley Furlonge Limited)	
INSURER C : Lloyds' Syndicate 2623/623 (Beazley Furlonge Ltd)	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Casella Waste Management of NY, Inc.
Casella Organics
58 Clifton Country Rd., Suite 200
Clifton Park NY 12065

COVERAGES **CERTIFICATE NUMBER:** 1591820365 **REVISION NUMBER:** 1

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY; CLAIMS-MADE; OCCUR; GEN'L AGGREGATE LIMIT APPLIES PER: POLICY; PRO-JECT; LOC; OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY; ANY AUTO; OWNED AUTOS ONLY; SCHEDULED AUTOS; HIRED AUTOS ONLY; NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB; X OCCUR			US00075159LI22A	4/30/2022	4/30/2023	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB; CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED; X RETENTION $ 10,000						Participation below	$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY; ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N; If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE; OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
C B	Pollution Liability Contractors Professional Liability			W1E7A2220601 W1E7A8220601	4/30/2022 4/30/2022	4/30/2023 4/30/2023	Pollution Each Claim Pollution Aggregate E&O Limit/Aggregate	$15,000,000 $15,000,000 $10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
When coverage for additional insured, waiver, and primary, non-contributory is included in the underlying General Liability, Auto, and Work Comp policies, the umbrella follows form per endorsement CUU 050-0805 for all applicable parties. Umbrella does not cover over pollution policy. Pollution limits do not stack.

Umbrella Participating carriers: XL Insurance American, Inc., Everest Indemnity XC8EX00551-211; Endurance American Specialty Insurance Co., XSC30001047303; Westchester Surplus Lines Insurance Co G7180334A003; Landmark American Insurance Co LHA097880; Lexington Insurance Co., 18303159 and Aspen American Insurance CX00R4222

CERTIFICATE HOLDER
City of Newburgh
Attn: Comptroller's Office
83 Broadway, 4th Floor
Newburgh NY 12550
USA

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
Wes Van Der Voort

ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/29/2022

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

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

PRODUCER
Arthur J. Gallagher Risk Management Services, Inc.
7 Park Central
12750 Merit Drive, Suite 1000
Dallas TX 75251

CONTACT NAME: Maria Hines
PHONE (A/C, No, Ext): 972-663-6174 | FAX (A/C, No): 972-663-6075
E-MAIL ADDRESS: maria_hines@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : XL Insurance America, Inc.	24554
INSURER B : Lloyd's Syndicate 3623 (Beazley Furlonge Limited)	
INSURER C : Lloyds' Syndicate 2623/623 (Beazley Furlonge Ltd)	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
New England Waste Services of Maine, Inc.
DBA Casella Organics
110 Main Street., Suite 1308
Saco ME 04072

COVERAGES **CERTIFICATE NUMBER:** 375749401 **REVISION NUMBER:** 1

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							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY; ANY AUTO; OWNED AUTOS ONLY; SCHEDULED AUTOS; HIRED AUTOS ONLY; NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB; X OCCUR			US00075159LI22A	4/30/2022	4/30/2023	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB; CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED; X RETENTION $ 10,000						Participation below	$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N; ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N; If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE; OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
C B	Pollution Liability Contractors Professional Liability			W1E7A2220601 W1E7A8220601	4/30/2022 4/30/2022	4/30/2023 4/30/2023	Pollution Each Claim Pollution Aggregate E&O Limit/Aggregate	$15,000,000 $15,000,000 $10,000,000

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

Umbrella Participating carriers: XL Insurance American, Inc., Everest Indemnity XC8EX00551-211; Endurance American Specialty Insurance Co., XSC30001047303; Westchester Surplus Lines Insurance Co G7180334A003; Landmark American Insurance Co LHA097880; Lexington Insurance Co., 18303159 and Aspen American Insurance CX00R4222

CERTIFICATE HOLDER
City of Newburgh
83 Broadway
Newburgh NY 12550
USA

CANCELLATION
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AUTHORIZED REPRESENTATIVE
Wes Van De Voort

Sylvia Jerome

From: Patrick Kennedy
Sent: Friday, May 13, 2022 11:46 AM
To: Sylvia Jerome
Subject: Send all Docs to Liz Garrison at address below.

RECEIVED
MAY 16 2022
CITY ENGINEER

Hi Sylvia,

Send all docs to Liz. Here's her address.

Thanks
Pat

Elizabeth Garrison
Administrative Assistant
to the City Engineer

CITY OF NEWBURGH NEW YORK

City of Newburgh
Engineering Department
83 Broadway
Newburgh, NY 12550

Sent from my iPhone

RECEIVED
MAY 16 2022
CITY ENGINEER

Memorandum:

To: Liz Garrison, City of Newburgh

From: Pat Kennedy, Casella Organics

Date: May 13, 2022

Reference: Sludge Removal Disposal Agreement

Hi Liz,

Please find enclosed the Performance and Payment Bonds for the above referenced agreement.

The signed agreement is being mailed to you under separate cover. You should receive it on Monday, May 16th.

Let me know if you have any questions or comments.

Thanks,

Pat K.

RESOLUTION NO.: _____________ - 2025

OF

JANUARY 13, 2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL AND EXECUTE A CONTRACT WITH CLARK PATTERSON LEE FOR PROFESSIONAL CONSTRUCTION ADMINISTRATION ENGINEERING SERVICES FOR THE DELANO-HITCH RECREATION PARK AQUATIC CENTER IMPROVEMENTS PROJECT IN THE AMOUNT OF $80,000.00

WHEREAS, by Resolution No. 250-2022, the City Council approved a contract with Clark Patterson Lee in the amount of $804,000.00 for professional design and bid preparation and management services in the Delano-Hitch Recreation Park Aquatic Center Improvements Project (the “Project”); and

WHEREAS, by Resolution No. 110-2023 of June 12, 2023, the City Council approved a contract with Clark Patterson Lee in the amount of $32,000.00 for professional construction administration engineering services for the demolition phase of the Project; and

WHEREAS, by Resolution No. 210-2024 of October 15, 2024, the City Council approved a contract amendment with Clark Patterson Lee in the amount of $15,000.00 for professional engineering design services to replace the existing arch with a new arch; and

WHEREAS, Clark Patterson Lee has submitted a letter proposal for professional construction administration engineering services for the general construction phase of the Project; and

WHEREAS, the cost of the additional services in an amount not to exceed $80,000.00 shall be derived from an allocation of funding received under the American Rescue Plan Act of 2021, a City bond authorization, and a NY SWIMS grant; and

WHEREAS, this Council determines that accepting the proposal and executing a contract with Clark Patterson Lee in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept the letter proposal and execute a professional construction administration engineering services agreement with Clark Patterson Lee in the Delano-Hitch Recreation Park Aquatic Center Improvements Project in an amount not to exceed $80,000.00.

December 18, 2024

Jason Morris, PE
Commissioner of Public Works & City Engineer
City of Newburgh
83 Broadway
Newburgh, NY 12550

Re: Delano-Hitch Recreation Park Aquatic Center Improvements CA Services Extended

Dear Mr. Morris:

CPL has been collaborating with the city on the Delano-Hitch Recreation Park Aquatic Center Demolition and Construction projects. We have successfully completed the design and construction administration (CA) for the demolition phase, as well as the design for the improvements package. We have been in the construction phase of the improvements package for approximately eight months. Since the commencement of construction, CPL has had to engage with the contractors at a significantly higher level than initially anticipated. This proposal aims to capture the required effort separately to provide the City with an equivalent level of CA services for the remainder of the construction phase of this project.

CPL has also been engaged in an extended approval process with the Orange County Department of Health, which is currently still ongoing. CPL originally submitted to the Department of Health in May 2023 and anticipated completing this process by the time the project went out for bid in October 2023. We are still receiving additional comments for both the pool and splash pad. Currently, we have received four rounds of comments on the splash pad and 3 rounds of comments on the pool. Each time we receive comments, we are required to further modify our bid documents. This proposal aims to capture separately any further Department of Health required modifications to our bid documents.

THE APPROACH:

SCOPE OF WORK:

Our scope of work will include one general phase which will last for the remaining duration of the Project (approximately 6 months). This phase is the Construction Administration Phase – Improvements Extended. Below is an itemized list of work expected during this phase.

CONSTRUCTION ADMINISTRATION PHASE EXTENDED:

- CPL will continue to provide Construction Administration for the duration of the improvements project.
- Project duration is expected to last 6 months (through May 2025), which CPL will be attending bi-weekly (2 hour) on-site progress meetings.
- Review all submittals and shop drawings for conformance with the contract documents; review, verify and approve contractor submittals; maintain records of accepted and rejected submittals.
- Six site visits by various trades as needed.
- Respond to contractor requests-for-information (RFIs).
- Review any potential change order requests and make a recommendation to the City.
- Review, verify and approve requests for payment from the contractors, check progress against milestones.
- Prepare a punch list and verify when items are complete.
- Close out Department of Health inspection and certification.
- Review and approve closeout documents at project completion.

SITE VISIT SCHEDULE:

We anticipate the following on-site visits and meetings:

- bi-weekly on-site progress meetings.
- Site visits by various trades as needed.
- Punch list/substantial completion.
- Final inspection.

FEE FOR CONSTRUCTION ADMINISTRATION PHASE EXTENDED SERVICES

Our fee for Construction Administration Phase Extended shall be hourly, not to exceed (based on the provided rate table below) plus reimbursable expenses based on our understanding of the project. Based on the above, a break down in fees and assumed distribution of compensation is as follows:

Construction Administration Phase Extended – Hourly, Not to Exceed $ 80,000.00

Standard Billing Rates by Role	
Role	Billing Rate
Architectural Designer II	$115.00
BS Engineer I	$150.00
BSE Designer I	$125.00
BSE Project Manager I	$170.00
Construction Administrative Assistant	$110.00
Interior Designer III	$110.00
Principal Electrical Engineer	$250.00
Principal Engineer	$225.00
Principal Mechanical Engineer	$215.00
Principal Plumbing Engineer	$215.00
Principal Structural Engineer	$215.00
Senior Architectural Designer	$140.00
Senior Architectural Project Manager	$215.00
Senior BS Engineer/Specialist Role	$200.00
Senior BSE Designer	$150.00
Senior Engineering Project Manager	$215.00
Senior Interior Designer	$130.00
Vice President	$365.00

Not included in this proposal:

- Construction Management. CPL is not responsible for having any overall oversight of the project.
- CPL will not have any ownership of creating or maintaining the construction schedule.
- CPL is not responsible for any contractor means and methods to construct a final product.
- Any Owner directed design change. This will be handled as an hourly charge per rate table listed above.
- *Reimbursable expenses.

*Schedule of Reimbursable Expenses: *Article 11.8 Compensation For Reimbursable Expenses* of AIA Document B101 is very specific on what is considered a reimbursable expense. These include, but may not be limited to, reproductions, transportation, etc.

Very truly yours,

Timothy J. Moot, PG
Vice President

OWNER *(Signature)*	**ARCHITECT/ENGINEER** *(Signature)*
	Timothy J. Moot, PG – Vice President
(Printed name and title)	*(Printed name and title)*

RESOLUTION NO.: ______ - 2025

OF

JANUARY 13, 2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH URGING GOVERNOR HOCHUL TO DENY THE IROQUOIS PIPELINE EXPANSION

WHEREAS, the proposed expansion of the 30-year-old Iroquois natural gas pipeline will significantly increase the fracked gas volume, escalating environmental and health risks in the Hudson Valley; and

WHEREAS, emissions from compressor stations release pollutants like nitrogen oxide and the carcinogen benzene, proven to cause serious health threats, thus violating New Yorkers' right to a clean and healthy environment under the Green Amendment; and

WHEREAS, historical data documents that natural gas pipeline infrastructure, including compressor stations, pose significant safety hazards, evidenced by frequent incidents of leaks, explosions, and resultant fatalities and environmental damage; and

WHEREAS, the pipeline's expansion is in direct conflict with New York's Climate Leadership and Community Protection Act (CLCPA) statutory goals, fostering continued reliance on fossil fuels and undermining the state's statutorily required transition to a sustainable and renewable energy future; and

WHEREAS, Governor Hochul has the responsibility and authority to protect New York's environment and public health and to ensure the full implementation of the CLCPA, with the power to deny this expansion as it is in direct conflict with the state law and thus the state's environmental and health priorities;

NOW, THEREFORE, BE IT RESOLVED, that the City of Newburgh calls on Governor Hochul to immediately deny the permit for the Iroquois natural gas pipeline expansion, thereby upholding New York's CLCPA and the state's environmental standards and commitment to a sustainable future; and

AND BE IT FURTHER RESOLVED, that the City Clerk is directed to send a copy of this resolution to U.S. Senator Kirsten Gillibrand, U.S. Senator Charles Schumer, U.S. Representative Pat Ryan, Governor Kathy Hochul, State Senator Rob Rolison, State Assembly Member Jonathan Jacobson, NYS Senate Majority Leader Andrea Stewart Cousins, and NYS Assembly Speaker Carl Heastie.

ORDINANCE NO.: ________ - 2025

OF

JANUARY 13, 2025

AN ORDINANCE AMENDING CHAPTER 163 ENTITLED "FEES" OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH

BE IT ORDAINED by the City Council of the City of Newburgh that:

SECTION 1. Chapter 163 entitled "Fees" of the Code of Ordinances of the City of Newburgh be and hereby is amended as follows:

§163-1. Applicability.

Notwithstanding any other provision in this Code, the following schedule of fees is hereby established with respect to licenses, permits, registrations, applications, subscriptions and activities required or regulated under the provisions of the Code of the City of Newburgh. Specific requirements and regulations shall be as set forth in the chapter to which reference is made below. The following schedule of fees shall remain in effect until rescinded or amended.

Code Section	Type of Fee	Amount
Chapter 122, Building Construction		
§122-14	Informational report	$100 residential / $250 commercial ~~$150 residential/$500 commercial~~

SECTION 2. Severability.

The provisions of this Ordinance 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 Ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this Ordinance would have been adopted if 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 Ordinance or part here of is held inapplicable had been specifically exempt therefrom.

SECTION 3. Codification.

It is the intention of the City Council of the City of Newburgh and it is hereby enacted that the provisions of this Ordinance shall be included in the Code of Ordinances of the City of Newburgh; that the sections and subsections of this Ordinance may be re-numbered and/or re-lettered by the codifier to accomplish such intention; that the term “Ordinance” shall be changed to “Chapter”, “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 Ordinance or the provisions of the Code of Ordinances affected thereby.

SECTION 4. Validity

The invalidity of any provision of this Ordinance shall not affect the validity of any other provision of this Ordinance that can be given effect without such invalid provision.

SECTION 5. This Ordinance shall take effect on January 14, 2025.

RESOLUTION NO.: _______ - 2025

OF

JANUARY 13, 2025

RESOLUTION SCHEDULING A PUBLIC HEARING FOR JANUARY 27, 2025 TO HEAR PUBLIC COMMENT CONCERNING A LOCAL LAW AMENDING CHAPTER 270, ARTICLE IX, ENTITLED "EXEMPTION FOR DISABLED PERSONS WITH LIMITED INCOMES" OF THE CITY CODE OF THE CITY OF NEWBURGH

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning "A Local Law amending Chapter 270, Article IX, entitled 'Exemption for Disabled Persons with Limited Incomes' of the Code of Ordinances of the City of Newburgh"; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 27th day of January, 2025 in the Council Chambers, 3rd Floor, City Hall, 83 Broadway, Newburgh, New York.

LOCAL LAW NO.: ______ - 2025

OF

_________________, 2025

A LOCAL LAW AMENDING CHAPTER 270, ARTICLE IX, ENTITLED "EXEMPTION FOR DISABLED PERSONS WITH LIMITED INCOMES" OF THE CITY CODE OF THE CITY OF NEWBURGH

BE IT ENACTED, by the Council of the City of Newburgh, New York that

SECTION 1 – TITLE

This Local Law shall be referred to as "A Local Law amending Chapter 270, Article IX, entitled 'Exemption for Disabled Persons with Limited Incomes' of the Code of Ordinances of the City of Newburgh".

SECTION 2 - AMENDMENT

Chapter 270, Article IX entitled "Exemption for Disabled Persons with Limited Incomes" of the Code of Ordinances of the City of Newburgh is hereby amended to read as follows:

Chapter 270 Taxation

Article IX. Exemption for Disabled Persons with Limited Incomes

§ 270-105. Amount of exemptions.

The percentage of exemption shall be based on the annual income ranges as specified herein, as follows:

Annual Income	**Percentage of Assessed Valuation Exempt from Taxation**
$3,000 but less than $50,000~~29,000.00~~	50%
$50,001~~29,000~~ but less than $50,999~~29,999.99~~	45%
$51,000~~30,000.00~~ but less than $51,999~~30,999.99~~	40%
$52,000~~31,000.00~~ but less than $52,999~~31,999.99~~	35%

~~Strikethrough~~ denotes deletions
Underlining denotes additions

$53,000~~32,000.00~~ but less than $53,899~~32,899.99~~	30%
$53,900~~32,900.00~~ but less than $54,799~~33,799.99~~	25%
$54,800~~33,800.00~~ but less than $55,699~~4,699.99~~	20%
$55,700~~34,700.00~~ but less than $56,599~~35,599.99~~	15%
$56,600~~35,600.00~~ but less than $57,499~~36,499.99~~	10%
$57,500~~36,500.00~~ but less than $58,399~~37,399.99~~	5%

§ 270-110. Effective date.

This article shall take effect on February 1, 2025 after the filing of same with the Secretary of State and shall apply to assessment rolls completed on or after such effective date.

SECTION 3 – SEVERABILITY

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

SECTION 4 – CODIFICATION

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

~~Strikethrough~~ denotes deletions
Underlining denotes additions

SECTION 5 – VALIDITY

The invalidity of any provision of this Local Law shall not affect the validity of any other provision of this Local Law that can be given effect without such invalid provision.

SECTION 6 – EFFECTIVE DATE

This Local Law and shall be effective on February, 2025 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.

~~Strikethrough~~ denotes deletions
Underlining denotes additions

RP-459-C EXEMPTION FOR PERSONS WITH DISABILITIES AND LIMITED INCOMES

RP - 467 SENIOR CITIZENS EXEMPTION

RP-459-C Exemption for Persons with Disabilities	**RP-467 Senior Citizens Exemption**
Owner	Owner
Primary Residence	Primary Residence
Award letter as proof of disability	65 years (spouse or sibling)
*INCOME as defined by NYS	*INCOME as defined by NYS
**Annual renewal (March 1)	**Annual renewal (March 1)

*Income: Federal adjusted gross income, plus non-taxable social security, tax-exempt interest and amounts exceeding loss limitation exclusion, less taxable IRA distributions.

**Applications are due by March 3, 2025.

Approved applications go into effect for the January 2026 city tax bill.

CURRENT INCOME LIMITS			NEW ALLOWABLE MAXIMUM INCOME LIMITS		
Income from	Income to	Percent Exempt from AV	Income from	Income to	Percent Exempt from AV
$0	$29,000	50	$0	$50,000	50
$29,001	$29,999	45	$50,001	$50,999	45
$30,000	$30,999	40	$51,000	$51,999	40
$31,000	$31,999	35	$52,000	$52,999	35
$32,000	$32,899	30	$53,000	$53,899	30
$32,900	$33,799	25	$53,900	$54,799	25
$33,800	$34,699	20	$54,800	$55,699	20
$34,699	$35,599	15	$55,700	$56,599	15
$35,600	$36,499	10	$56,600	$57,499	10
$36,500	$37,399	5	$57,500	$58,399	5

2024 Assessment Roll: 11 properties receive the Disability Exemption

176 properties receive the Senior Exemption

Based on current exemption recipients, an increased income limit would result in a difference in tax revenue of $36,388.19. This would shift to the remaining tax base at .026+/- cents per thousand for homestead properties. This does not include new applicants who may qualify for either exemption due to disability, aging-up or increased income limits.

Exemption income limits have not increased since 2010. Social Security COLA has increased 36.8% since 2010.

City charter also allows Seniors to receive the same exemption percentage off the sanitation bill.

County income limits remain the same at $29,000 to $37,399

School income limits range from $23,999 to $32,399 for senior citizens. No exemption applies to the school tax bill if a child attending a public school resides at the property. Disability exemption does not apply to the school tax bill.

ARTICLE XIV
Exemption for Disabled Persons with Limited Incomes
[Adopted 9-25-2023 by L.L. No. 5-2023]

§ 270-101. Purpose; authority.

This real property tax .exemption for persons with disabilities and limited incomes is adopted pursuant to the authorization for same in § 459-c of the New York State Real Property Tax Law.

§ 270-102. Definitions.

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

INCOME — The adjusted gross income for federal income tax purposes as reported on the applicant's federal or state income tax return for the applicable income tax year, subject to any subsequent amendments or revisions, plus any social security benefits not included in such federal adjusted gross income; provided that if no such return was filed for the applicable income tax year, the applicant's income shall be determined based on the amounts that would have so been reported if such a return had been filed, and any losses that were applied to reduce the applicant's federal adjusted gross income shall be subject to the following limitations:

A. The net amount of loss reported on federal Schedule C, D, E, or F shall not exceed $3,000 per schedule;

B. The net amount of any other separate category of loss shall not exceed $3,000; and

C. The aggregate amount of all losses shall not exceed $15,000.

INCOME TAX YEAR — The second most recent calendar year for which the owner or owners filed a federal personal income tax return, except for owners who file on the basis of a fiscal year the applicable tax year shall be the most recent fiscal year for which an income tax return has been filed.

PERSON WITH A DISABILITY — One who has a physical or mental impairment, not due to current use of alcohol or illegal drug use, which substantially limits such person's ability to engage in one or more major life activities, such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working, and who:

A. Is certified to receive social security disability insurance (SSDI) or supplemental security income (SSI) benefits under the federal Social Security Act; or

B. Is certified to receive railroad retirement disability benefits under the federal Railroad Retirement Act; or

C. Has received a certificate from the State Commission for the Blind stating that such person is legally blind; or

D. Is certified to receive a United States Postal Service disability pension; or

E. Is certified to receive a United States Department of Veterans Affairs disability pension pursuant to 38 U.S.C. § 1521.

SIBLINGS — A brother or a sister, whether related through half blood, whole blood or adoption.

§ 270-103. Required proof.

An award letter from the Social Security Administration or the Railroad Retirement Board or a certification from the State Commission for the Blind and Visually Handicapped shall be submitted as proof of disability when making application for the exemption.

§ 270-104. Exemption granted.

Pursuant to the provisions of § 459-c of the New York State Real Property Tax Law, and as therein provided, the real property owned by one or more persons with disabilities, or real property owned by a person with a disability, or by one spouse, or both spouses, or by siblings, at least one of whom has a disability, or whose income, as hereinafter defined, is limited by reason of such disability, shall be exempt from taxation by the City of Newburgh to the extent of 50% of the assessed valuation thereof, as hereinafter provided.

§ 270-105. Amount of exemptions.

The percentage of exemption shall be based on the annual income ranges as specified herein, as follows:

Annual Income	Percentage of Assessed Valuation Exempt from Taxation
$3,000 but less than $29,000	50%
$29,000.01 but less than $29,999.99	45%
$30,000 but less than $30,999.99	40%
$31,000 but less than $31,999.99	35%
$32,000 but less than $32,899.99	30%
$32,900 but less than $33,799.99	25%
$33,800 but less than $34,699.99	20%
$34,700 but less than $35,599.99	15%
$35,600 but less than $36,499.99	10%
$36,500 but less than $37,399.99	5%

§ 270-106. Computation.

Any exemption provided by this article shall be computed after all other partial exemptions allowed by law have been subtracted from the total amount assessed; provided, however, that no parcel may receive an exemption for the same municipal tax purpose pursuant to both this article and § 467 of the New York State Real Property Tax Law.

§ 270-107. Exemption not granted under certain circumstances.

A. Exemption from taxation for school purposes shall not be granted in the case of real property where a child resides if such child attends a public school of elementary or secondary education.

B. No exemption shall be granted:

(1) If the income of the owner or the combined income of the owners of the property for the income tax year immediately preceding the date of making application for exemption exceeds the sums authorized by the provisions of § 459-c of the New York State Real Property Tax Law. Where title is vested in either spouse, their combined income may not exceed such sum, except that, where one spouse, or ex-spouse, is absent from the property due to divorce, legal separation or abandonment, then only the income of the spouse or ex-spouse residing on the property shall be considered and may not exceed such sum.

(2) Unless the property is used exclusively for residential purposes; provided, however, that in the event any portion of such property is not so used exclusively for residential purposes, but is used for other purposes, such portion shall be subject to taxation and the remaining portion only shall be entitled to the exemption provided by this article.

(3) Unless the real property is the legal residence of and is occupied in whole or in part by the disabled person; except where the disabled person is absent from the residence while receiving health-related care as an inpatient of a residential health-care facility, as defined in § 2801 of the New York State Public Health Law, provided that any income accruing to that person shall be considered income for purposes of this section only to the extent that it exceeds the amount paid by such person or spouse or sibling of such person for care in the facility.

§ 270-108. Application process.

A. Application for such exemption must be made annually by the owner or all of the owners of the property, on forms prescribed by the State Board, and shall be filed in the Assessor's office on or before March 1, the appropriate taxable status date; provided, however, that proof of a permanent disability need be submitted only in the year exemption pursuant to this article is first sought or the disability is first determined to be permanent.

B. At least 60 days prior to March 1, the taxable status date, the Assessor shall mail, to each person who is granted exemption pursuant to this section on the latest complete assessment roll, an application form and a notice that such application must be filed on or before the taxable status date and be approved in order for the exemption to continue to be granted. Failure to mail such application form or the failure of such person to receive the same shall not prevent the levy, collection and enforcement of the payment of the taxes on property owned by such person.

§ 270-109. Property held in trust.

Notwithstanding any other provision of law to the contrary, the provisions of this article shall apply to real property held in trust solely for the benefit of a person or persons who would otherwise be eligible for a real property tax exemption pursuant to this article.

§ 270-110. Effective date.

This article shall take effect on November 1, 2023, after the filing of same with the Secretary of State and shall apply to assessment rolls completed on or after such effective date.

RESOLUTION NO.: _______ - 2025

OF

JANUARY 13, 2025

RESOLUTION SCHEDULING A PUBLIC HEARING FOR JANUARY 27, 2025 TO HEAR PUBLIC COMMENT CONCERNING A LOCAL LAW REPEALING AND REPLACING CHAPTER 270, ARTICLE II, ENTITLED "SENIOR CITIZENS TAX EXEMPTION" OF THE CITY CODE OF ORDINANCES OF THE CITY OF NEWBURGH

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning "A Local Law repealing and replacing Chapter 270, Article II, entitled 'Senior Citizens Tax Exemption' of the Code of Ordinances of the City of Newburgh"; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 27th day of January, 2025 in the Council Chambers, 3rd Floor, City Hall, 83 Broadway, Newburgh, New York.

LOCAL LAW NO.: ______ - 2025

OF

___________________, 2025

A LOCAL LAW REPEALING AND REPLACING CHAPTER 270, ARTICLE II, ENTITLED "SENIOR CITIZENS TAX EXEMPTION" OF THE CITY CODE OF ORDINANCES OF THE CITY OF NEWBURGH

BE IT ENACTED, by the Council of the City of Newburgh, New York that

SECTION 1 – TITLE

This Local Law shall be referred to as "A Local Law repealing and replacing Chapter 270, Article II, entitled 'Senior Citizens Tax Exemption' of the Code of Ordinances of the City of Newburgh".

SECTION 2 - AMENDMENT

Article II entitled "Senior Citizens Tax Exemption" of Chapter 270 entitled "Taxation" of the Code of Ordinances of the City of Newburgh is hereby repealed and replaced as follows:

Chapter 270 Taxation

Article II. Senior Citizens Tax Exemption

§ 270-18. Exemption granted.

A. Pursuant to § 467 of the New York State Real Property Tax Law, real property located in the City of Newburgh and owned by one or more persons, each of whom is 65 years of age or older, or real property owned by spouses, one of whom is 65 years of age or older, or real property owned by siblings, one of whom is 65 years of age or older, shall be exempt from taxation by the City of Newburgh to the extent of 50% of the assessed valuation thereof, as hereinafter provided.
B. Any person otherwise qualified for the real property exemption provided herein shall not be denied the exemption if the person becomes 65 years of age after the applicable taxable status date and before December 31 of the same year.

§ 270-19. Amount of exemption; conditions.

A. The percentage of exemption shall be based on the annual income ranges as specified herein, as follows:

Annual Income	Percentage of Assessed Valuation Exempt from Taxation
Less than $50,000	50%
$50,001 but less than $50,999	45%
$51,000 but less than $51,999	40%
$52,000 but less than $52,999	35%
$53,000 but less than $53,899	30%
$53,900 but less than $54,799	25%
$54,800 but less than $55,699	20%
$55,700 but less than $56,599	15%
$56,600 but less than $57,499	10%
$57,500 but less than $58,399	5%

B. Any exemption provided by this section shall be computed after all of the partial exemptions by law have been subtracted from the total amount assessed.

C. The real property tax exemption provided under this article in real property owned by spouses, one of whom is 65 years of age or over, once granted, shall not be rescinded solely because of the death of the older spouse, so long as the surviving spouse is at least 62 years of age.

§ 270-20. Exemption not granted under certain circumstances; exceptions.

A. Exemption from taxation for school purposes shall not be granted in the case of real property where a child resides if such child attends a public school of elementary or secondary education.

B. No exemption shall be granted:

1. If the income of the owner or the combined income of the owners of the property for the income tax year immediately preceding the date of making application for exemption exceeds $58,399. "Income tax year" shall mean the second most recent calendar year period for which the owner or owners filed a federal personal income tax return or, if no such return is filed, the second most recent calendar year; where

title is vested in either spouse, their combined income may not exceed such sum. Such income is defined as federal adjusted gross income, including social security, tax-exempt interest on dividends, and amounts exceeding the loss limitation exclusion, minus taxable individual retirement account.

2. Unless the title of the property shall have been vested in the owner or one of the owners of the property for at least 12 months prior to the date of making application for exemption.

3. Unless the property is used exclusively for residential purposes; provided, however, that in the event that any portion of such property is not so used exclusively for residential purposes but is used for other purposes, such portion shall be subject to taxation and the remaining portion only shall be entitled to the exemption provided by this section.

4. Unless the real property is the legal residence of and is occupied in whole or in part by the owner or by all of the owners of the property, provided that an owner who is absent while receiving health-related care as an inpatient of a residential health care facility, as defined in § 2801 of the Public Health Law, shall be deemed to remain a legal resident and an occupant of the property while so confined, and income accruing to that person shall be income only to the extent that it exceeds the amount paid by such owner, spouse or co-owner for care in the facility; and provided further that during such confinement such property is not occupied by other than the spouse or co-owner of such owner.

§ 270-21. Application.

A. Application for exemption hereunder must be made by the owner or all of the owners of the property annually on forms to be furnished by the Assessor's office and shall furnish the information and be executed in the manner required or prescribed in such forms and shall be filed annually in such Assessor's office on or before the appropriate taxable status date.
B. The City Assessor is authorized to accept applications for the renewal of exemptions after the taxable status date if the owner or owners received such an exemption on the immediately preceding assessment roll and such application, executed as if such application had been filed on or before the tax status date, is filed with the Assessor on or before the date for the hearing of complaints.

§ 270-22. Penalties for false statement.

Any conviction of having made any willful false statement in the application for such exemption shall be punishable by a fine of not more than $100 and shall disqualify the applicant or applicants from further exemption for a period of five years.

<u>SECTION 3</u> – <u>SEVERABILITY</u>

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.

<u>SECTION 4</u> – <u>CODIFICATION</u>

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

<u>SECTION 5</u> – <u>VALIDITY</u>

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.

<u>SECTION 6 – EFFECTIVE DATE</u>

This Local Law and shall be effective on February 1, 2025 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.

RP-459-C EXEMPTION FOR PERSONS WITH DISABILITIES AND LIMITED INCOMES

RP - 467 SENIOR CITIZENS EXEMPTION

RP-459-C Exemption for Persons with Disabilities	**RP-467 Senior Citizens Exemption**
Owner	Owner
Primary Residence	Primary Residence
Award letter as proof of disability	65 years (spouse or sibling)
*INCOME as defined by NYS	*INCOME as defined by NYS
**Annual renewal (March 1)	**Annual renewal (March 1)

*Income: Federal adjusted gross income, plus non-taxable social security, tax-exempt interest and amounts exceeding loss limitation exclusion, less taxable IRA distributions.

**Applications are due by March 3, 2025.

Approved applications go into effect for the January 2026 city tax bill.

CURRENT INCOME LIMITS			NEW ALLOWABLE MAXIMUM INCOME LIMITS		
Income from	Income to	Percent Exempt from AV	Income from	Income to	Percent Exempt from AV
$0	$29,000	50	$0	$50,000	50
$29,001	$29,999	45	$50,001	$50,999	45
$30,000	$30,999	40	$51,000	$51,999	40
$31,000	$31,999	35	$52,000	$52,999	35
$32,000	$32,899	30	$53,000	$53,899	30
$32,900	$33,799	25	$53,900	$54,799	25
$33,800	$34,699	20	$54,800	$55,699	20
$34,699	$35,599	15	$55,700	$56,599	15
$35,600	$36,499	10	$56,600	$57,499	10
$36,500	$37,399	5	$57,500	$58,399	5

2024 Assessment Roll: 11 properties receive the Disability Exemption

176 properties receive the Senior Exemption

Based on current exemption recipients, an increased income limit would result in a difference in tax revenue of $36,388.19. This would shift to the remaining tax base at .026+/- cents per thousand for homestead properties. This does not include new applicants who may qualify for either exemption due to disability, aging-up or increased income limits.

Exemption income limits have not increased since 2010. Social Security COLA has increased 36.8% since 2010.

City charter also allows Seniors to receive the same exemption percentage off the sanitation bill.

County income limits remain the same at $29,000 to $37,399

School income limits range from $23,999 to $32,399 for senior citizens. No exemption applies to the school tax bill if a child attending a public school resides at the property. Disability exemption does not apply to the school tax bill.

ARTICLE II
Senior Citizens Tax Exemption
[Adopted 11-13-1967 (Ch. 9, Art. II, of the Code of Ordinances)]

§ 270-16. Exemption granted. [Amended 3-12-1990 by Ord. No. 10-90]

A. Pursuant to § 467 of the Real Property Tax Law, real property owned by one or more persons, each of whom is 65 years of age or over, shall be exempt from taxation by the City of Newburgh to the extent of 50% of the assessed valuation thereof, subject to the conditions of this article.

B. Any person otherwise qualifying under § 467 of the Real Property Tax Law shall not be denied the exemption under this section if he becomes 65 years of age after the appropriate taxable status date and before December 31 of the same year. This provision is adopted at the option of the City of Newburgh pursuant to § 467, Subdivision 5, of the Real Property Tax Law.

§ 270-17. Exemption from tax for school purposes.

Exemption from taxation for school purposes shall not be granted in the case of real property where a child resides if such child attends a public school within the City School District.

§ 270-18. Restrictions; increase in eligibility levels. [Last amended 3-16-2006 by Ord. No. 2-2006]

A. No exemptions hereunder shall be granted:

(1) If the income or the combined income of the owners of the property for the income tax year immediately preceding the date of application for exemption exceeds the sum of $29,000. "Income tax year" shall mean the twelve-month period for which the owner or owners filed a federal personal income tax return or, if no such return is filed, the calendar year. Where title is vested in either the husband or wife, their combined income may not exceed such sum. Such income shall include social security and retirement benefits, interest, dividends, total gain from the sale or exchange of a capital asset, which may be offset by a loss from the sale or exchange of a capital asset in the same income tax year, net rental income, salary or earnings and net income from self-employment, but shall not include a return of capital, gifts or inheritances. In computing net income and net income from self-employment, no depreciation deduction shall be allowed for the exhaustion or wear and tear of real or personal property held for the production of income. **[Amended 3-22-2010 by Ord. No. 1-2010]**

(2) Unless the title of the property shall have been vested in the owner or all of the owners of property for at least 12 consecutive months prior to the date of making application for exemption.

(3) Unless the property is used exclusively for residential purposes.

(4) Unless the real property is the legal residence of and is occupied in whole or in part by the owner or by all of the owners of the property.

B. Pursuant to § 467-d of the Real Property Tax Law of the State of New York,[1] the maximum income eligibility level as set forth in Subsection A(1) of this section and shown in the hereinbelow schedule as "M" is hereby increased to the extent provided in the following schedule.

Annual Income	Percentage of Assessed Valuation Exempt From Taxation
More than M but less than (M + $1,000)	45%
(M + $1,000 or more) but less than (M + $2,000)	40%
(M + $2,000 or more) but less than (M + $3,000)	35%
(M + $3,000 or more) but less than (M + $3,900)	30%
(M + $3,900 or more) but less than (M + $4,800)	25%
(M + $4,800 or more) but less than (M + $5,700)	20%
(M + $5,700 or more) but less than (M + $6,600)	15%
(M + $6,600 or more) but less than (M + $7,500)	10%
(M + $7,500 or more) but less than (M + $8,400)	5%

§ 270-19. Application for exemption. [Amended 6-13-1988 by L.L. No. 4-1988]

Application for exemption hereunder must be made by the owner or all of the owners of the property annually on forms to be furnished by the Assessor's office and shall furnish the information and be executed in the manner required or prescribed in such forms and shall be filed annually in such Assessor's office on or before the appropriate taxable status date.

§ 270-20. Penalties for false statement.

Any conviction of having made any willful false statement in the application for such exemption shall be punishable by a fine of not more than $100 and shall disqualify the applicant or applicants from further exemption for a period of five years.

1. Editor's Note: Section 467-d of the Real Property Tax Law was repealed by L. 1985, c. 440. For current provisions, see § 467 of the Real Property Tax Law.

§ 270-21. Filing after tax status date. [Added 7-14-1986 by L.L. No. 3-1986]

Pursuant to § 467, Subdivision 8, of the Real Property Tax Law of the State of New York, the City Assessor be and hereby is authorized to accept applications for the renewal of exemptions pursuant to § 467 of the Real Property Tax Law after the taxable status date if the owner or owners received such an exemption on the immediately preceding assessment roll and such application, executed as if such application had been filed on or before the tax status date, is filed with the Assessor on or before the date for the hearing of complaints.