



City of Newburgh Council Work Session
*Sesion de trabajo del Concejal de la
Ciudad de Newburgh*
January 18, 2018
6:00 PM

Council Meeting Presentations

1. Preliminary 2017 Year End Finances
(Katie Mack)

Engineering/Ingeniería

2. License Agreement with METRA Industries
Resolution authorizing the City Manager to execute a license agreement with Metra Industries to allow access to City-owned property located at 360 Liberty Street during the construction of the Liberty and Grand Streets Sanitary Sewer Improvements Project. (Jason Morris)
3. Award of Additive Bid No.1A - Water Service Replacement to METRA Industries
Resolution amending Resolution No. 277-2017 authorizing the award of a bid and the execution of a contract with METRA Industries for the construction of the Liberty and Grand Streets Sanitary Sewer Improvements Project in an amount not to exceed \$3,298,115.00. (Jason Morris)
4. Increasing the Public Improvement Performance Security for the Sunset Ridge Subdivision Project
Resolution increasing the fixed amount to be provided in the form of a Public Improvement Performance Security to be posted by the Owner/Sponsor of the Sunset Ridge Subdivision Project. (Michelle Kelson)

Finance/Finanza

5. Standard Work Day Reporting - Retirement
(Katie Mack)
6. 1 year Extention for Auditing Services
Resolution authorizing the City Manager to execute a letter agreement between the City of Newburgh and the firm of PKF O'Connor Davies, LLP for auditing services for fiscal year ending December 31, 2017 for the price of \$79,400.00. (Katie Mack)
7. Trust account to accept donations for the Dutch Reform Church
Resolution authorizing the City Manager to accept donations in support of the Dutch Reformed Church and further establishing a Trust-in-Agency account for such donations. (Councilwoman Karen Mejia)
8. Amend 2018 Budget Resolution - 333-2017
Resolution amending Resolution No: 333-2017, the 2018 Budget for the City

of Newburgh, New York to adjust for insurance recovery funds allocated to Fund Balance to be applied to Fire Department vehicle purchase. (Katie Mack)

Planning and Economic Development/Planificación y Desarrollo Económico

9. Purchase of 182 Renwick Street & 184 Renwick Street

Resolution to authorize the conveyance of real property known as 182 Renwick Street (Section 45, Block 15, Lot 10) and 184 Renwick Street (Section 45, Block 15, Lot 11) at private sale to William McCartney for the amount of \$60,000.00. (Deirdre Glenn)

10. Purchase of 420 First Street

Resolution to authorize the conveyance of real property known as 420 First Street (Section 21, Block 1, Lot 22) at private sale to William McCartney for the amount of \$20,000.00. (Deirdre Glenn)

11. Purchase of 101 Carter Street

Resolution to authorize the conveyance of real property known as 101 Carter Street (Section 22, Block 6, Lot 3.2) at private sale to Liban Adde for the amount of \$31,000.00. (Deirdre Glenn)

Grants/Contracts/Agreements / Becas /Contratos/Convenios

12. Mobilitie, LLC - Telecommunications Attachment and Rights of Way Agreement

Resolution authorizing the City Manager to execute a Telecommunications Attachment and Rights-of-Way Agreement with Mobilitie, LLC

Local Laws/Leys Locales

13. Cold War Veterans Tax Exemption Amendment

Local Law amending Chapter 270, Article VIII entitled "Exemption for Cold War Veterans" to remove the ten year limitation. (Michelle Kelson)

Discussion Items/Temas de Discusión

14. Council Rules and Order of Procedure

15. Citizen Based Economic Development Council
(Mayor Kennedy)

16. Request to Planning and Development Department
(Councilman Jacobson)

17. Public Works Multi-year Plan

Within 90 days, the Department of Public Works shall prepare a multi-year plan to fix and pave all the streets. The plan shall include anticipated costs and Federal and State aid. (Councilman Jacobson)

18. City Council Condemns Comments made by President Trump.

The Newburgh City Council condemns in the strongest way the racist and vulgar comments on immigration from Africa and Haiti made by the

President. (Councilman Jacobson)

Executive Session/ Sesión Ejecutiva

19. Proposed, pending or anticipated litigation

RESOLUTION NO.: _____ - 2018

OF

JANUARY 22, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
A LICENSE AGREEMENT WITH METRA INDUSTRIES TO ALLOW ACCESS
TO CITY-OWNED PROPERTY LOCATED AT 360 LIBERTY STREET
DURING THE CONSTRUCTION OF
THE LIBERTY AND GRAND STREETS SANITARY SEWER IMPROVEMENTS PROJECT**

WHEREAS, Metra Industries has requested access to City-owned property located at 360 Liberty Street and identified as Section 12, Block 1, Lot 26, on the tax map of the City of Newburgh for the purpose of temporary storage and management of equipment and materials as a temporary staging area for work to be performed during the Liberty and Grand Streets Sanitary Sewer Improvements Project; and

WHEREAS, such access to the subject property and requires the parties to execute a license agreement, a copy of which is attached hereto and made a part of hereof; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the attached license agreement with Metra Industries to allow access to City-owned property located at 360 Liberty Street for the purpose of temporary storage of and management of equipment and materials as a temporary staging area for work to be performed during the Liberty and Grand Streets Sanitary Sewer Improvements Project.

LICENSE AGREEMENT

This Agreement, made this _____ day of _____, two thousand and eighteen by and between the CITY OF NEWBURGH, a municipal corporation organized and existing under the laws of the State of New York with offices at 83 Broadway, City Hall, Newburgh, New York 12550 as "LICENSOR," and METRA INDUSTRIES, a private business organization having an address at 50 Muller Place, Little Falls, New Jersey 07424, as "LICENSEE";

WITNESSETH THAT:

WHEREAS, Licensee desires the license or privilege of gaining access to the premises of Licensor on behalf of itself and its employees, agents and contractors in substantially the location and position shown as set forth on the map or plan hereto attached and made a part hereof and bearing the following address:

Property identified as lands of the City of Newburgh, 360 Liberty Street, Section 12, Block 1, Lot 26 on the tax map of the City of Newburgh;

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

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

Section 1: Grant of License: Licensor hereby gives to Licensee and Licensee's employees, agents and subcontractors, upon the conditions hereinafter stated, the license or privilege of entering upon Licensor's property identified as 360 Liberty Street, Section 12, Block 1, Lot 26, and taking thereupon such vehicles, equipment, tools, machinery and other materials as may be necessary and for the use of said property for the storage, parking, operation and management of vehicles, equipment and materials as a staging area for the City of Newburgh Liberty and Grand Streets Sanitary Sewer Improvements Project.

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

Section 3. Insurance: The Licensee shall not commence or perform work nor operate machinery under this License Agreement until it has obtained all insurance required under this Section 4 and such insurance has been approved by the City.

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

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

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

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

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

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

Section 4. Damages: The relation of the Licensee to the City as to the work to be performed by it under this agreement shall be that of an independent contractor. As an independent contractor, it will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said performances arising out of the negligent performance, other than those wholly caused by Acts of God. The Licensee shall make good any damages that may occur in consequence of the performances or any part of it. The Licensee shall assume all blame, loss and responsibility of any nature by reason of the Licensee's neglect or violation of any federal, state, county or local laws, regulations or ordinances applicable to the Licensee and/or the nature of its performance or arising out of its activities licensed hereby.

Section 5. Defense and Indemnity: Licensee shall defend, indemnify and hold the City harmless against any and all claims, actions, proceedings, and lawsuits arising out of or relating to the access and use of 360 Liberty Street under this License Agreement, excepting gross negligence or misconduct by the City.

Section 6. Term of License: The license or privilege hereby given shall expire and terminate upon the completion of the project by Licensee and its agents, employees and contractors, and the restoration of the property to a clean and orderly state and in the same condition as existed prior to the granting of this license, normal wear and tear excepted. Licensee shall post a restoration bond in the amount of \$25,000.00 prior to the commencement or performance of work under this License Agreement and the form and amount of the bond has been approved by the City.

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

Section 8. Termination of License: The City, at its sole discretion and, with or without cause, may, without prejudice to any other rights or remedy it may have, by five (5) days' notice to the Licensee, terminate the agreement.

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

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

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

WITNESSETH:

THE CITY OF NEWBURGH
LICENSOR

By: _____
Michael G. Ciaravino, City Manager
Per Resolution No.

METRA INDUSTRIES
LICENSEE

By: _____
Name:
Title:

Approved as to form:

MICHELLE KELSON
Corporation Counsel

KATHRYN MACK
City Comptroller

RESOLUTION NO.: _____ - 2018

OF

JANUARY 22, 2018

**A RESOLUTION AMENDING RESOLUTION NO. 277-2017 AUTHORIZING THE
AWARD OF A BID AND THE EXECUTION OF A CONTRACT
WITH METRA INDUSTRIES FOR THE CONSTRUCTION OF
THE LIBERTY AND GRAND STREETS SANITARY SEWER IMPROVEMENTS PROJECT
IN AN AMOUNT NOT TO EXCEED \$3,298,115.00**

WHEREAS, the City of Newburgh proposes to separate the combined sewer system and install new sewer and stormsewers for Liberty, Grand, Clinton and Montgomery Streets by removing existing combined sewer and installing approximately new sanitary sewer and new stormsewers, along with new catchbasin structures and sanitary sewer manholes, in previously disturbed surfaces; and

WHEREAS, the City of Newburgh has duly advertised for bids for the construction of the Liberty and Grand Streets Sanitary Sewer Improvements Project (the "Project"); and

WHEREAS, bids were duly received and opened and Metra Industries was the low bidder; and

WHEREAS, by Resolution No. 277-2017 of October 10, 2017, the City Council of the City of Newburgh awarded the base bid for construction of the Project to Metra Industries, for the amount of \$3,248,115.00; and

WHEREAS, Additive Bid No. 1A - Water Services Replacement in the amount not to exceed \$50,000.00 for the replacement of lead and water copper services associated with the Project should have been awarded with the base bid; and

WHEREAS, funding for such Project shall be derived from EFC Loan C3-7332-75/76; GL Code: HG1.8120.0200.8202.2015; and

WHEREAS, the award of Additive Bid No. 1A - Water Services Replacement requires an amendment to Resolution No. 277-2017 and is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that Resolution No. 277-2017 of October 10, 2017 be and is hereby amended; and

BE IT FURTHER RESOLVED that the Base Bid and Additive Bid No. 1A - Water Services Replacement for construction of the Liberty and Grand Streets Sanitary Sewer Improvements Project be and it hereby is awarded to Metra Industries, for the amount of \$3,298,115.00, and that the City Manager be and he is hereby authorized to enter into a contract for such work in this amount.

RESOLUTION NO.: 277 - 2017

OF

OCTOBER 10, 2017

A RESOLUTION AUTHORIZING THE AWARD OF A BID AND THE EXECUTION OF
A CONTRACT WITH METRA INDUSTRIES FOR THE CONSTRUCTION OF
THE LIBERTY AND GRAND STREETS SANITARY SEWER IMPROVEMENTS PROJECT
IN AN AMOUNT NOT TO EXCEED \$3,248,115.00

WHEREAS, the City of Newburgh proposes separate the combined sewer system and install new sewer and stormsewers for Liberty, Grand, Clinton and Montgomery Streets by removing existing combined sewer and installing approximately new sanitary sewer and new stormsewers, along with new catchbasin structures and sanitary sewer manholes, in previously disturbed surfaces; and

WHEREAS, the City of Newburgh has duly advertised for bids for the construction of the Liberty and Grand Streets Sanitary Sewer Improvements Project; and

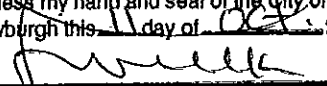
WHEREAS, bids have been duly received and opened and Metra Industries is the low bidder; and

WHEREAS, funding for such project shall be derived from the New York State Environmental Facilities Corporation Grant/Loan;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for construction of the Liberty and Grand Streets Sanitary Sewer Improvements Project be and it hereby is awarded to Metra Industries, for the amount of \$3,248,115.00, and that the City Manager be and he is hereby authorized to enter into a contract for such work in this amount.

I, Lorene Vitek, City Clerk of the City of Newburgh,
hereby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held Oct 10, 2017
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 11 day of Oct, 2017


City Clerk

Metra Industries
50 Muller Place
Little Falls, NJ 07424


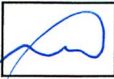





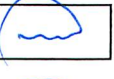


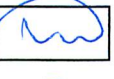
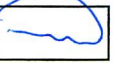
City of Newburgh
Comptroller's Office 4th floor
83 Broadway
Newburgh, NY 12550
Liberty & Grand Streets Sewer
Improvements Project
Wednesday June 7, 2017 9:30



SECTION 00301

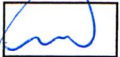

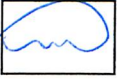
BIDDER'S CHECKLIST

(All pages of this color to be completed by
Bidder PRIOR to Bid Submission)

- ✓ Bid Prices, Page 00370-1 to 00370-16: All blanks appropriately filled in ink with both words and figures, and signed where applicable. 
- ✓ State and Federal Requirements: Each of the following forms must be executed:
- ✓ IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION, Page 00373-1 to 00373-2: Requires Bidder's signature. 
- ✓ NON-COLLUSIVE BIDDING CERTIFICATION, Page 00480-1: Requires Bidder's signature. 
- ✓ STATEMENT OF SURETY'S INTENT, Page 00481-1: Requires completion and signature by Surety's Representative. 
- ✓ BIDDER'S QUALIFICATION STATEMENT, PAGE 00491-1: Requires completion and signature by Bidder. 
- ✓ BID SECURITY, Page 00499-1: Attach Bid Security to page labeled "BID SECURITY" (ATTACH HERE - CERTIFIED CHECK, CASH OR BID BOND). 
- ✓ NYSEFC CWSRF Requirements.***
- ✓ EEO POLICY STATEMENT: Requires Bidder's signature. 
- ✓ LOBBYING CERTIFICATION: Requires Bidder's signature. 
- ✓ AIS CONTRACTOR'S CERTIFICATION: Requires Bidder's signature. 
- ✓ HUD SECTION 3 PLAN 
- ✓ HUD Introductory Statement: Requires Bidder's signature. 
- ✓ HUD M/WBE and EEO Policy Statement: Requires Bidder's signature. 

SECTION 00301

BIDDER'S CHECKLIST

- ✓ HUD EEOC Statement: Requires Bidder's signature. 
- ✓ Disadvantaged Business Enterprise (DBE) Program – Subcontractor Performance (Form 6100-3) : Requires Bidder's signature. 
- ✓ Disadvantaged Business Enterprise (DBE) Program – Subcontractor Utilization (Form 6100-4) : Requires Bidder's signature. 
- ✓ ***Refer to NYS Revolving Fund Bid Packet included in the Contract Documents. Additional documentation will be required during award and construction phases.
- ✓ NOTE: To Bid all Contracts, the Bidder must fill in all pages this color.

END OF SECTION

SECTION 00370

BID FOR CONSTRUCTION OF
CONTRACT NO. 1 – GENERAL CONSTRUCTION
LIBERTY & GRAND STREETS SEWER IMPROVEMENTS

TO THE CITY OF NEWBURGH:

Pursuant to and in compliance with your Advertisement for Bids and the Information for Bidders relating thereto, the undersigned hereby offers to furnish all plant, labor, materials, supplies, equipment and other facilities and things necessary or proper for or incidental to the construction and completion of Contract No. 1 – General Construction, Liberty & Grand Street Sewer Improvements Project, required by and in strict accordance with the applicable provisions of all Contract Documents for the following unit and lump sum prices:

Acknowledgement of Addenda

<u>Addendum No.</u>	<u>Date Received</u>
<u>1</u>	<u>5/12/17</u>
<u>2</u>	<u>5/12/17</u>
<u>3</u>	<u>5/16/17</u>
<u>4</u>	<u>5/17/17</u>
<u>5</u>	<u>5/30/17</u>
<u> </u>	<u> </u>

May 12, 2017
ADDENDUM NO. 1



1352.005.002
Page 3 of 3

Question 5: *Will the sign in sheet from the Pre-Bid meeting be provided?*

Response: Yes attached please find the sign in sheet from the Pre-Bid Site Walk.

BARTON & LOGUIDICE, D.P.C.

A handwritten signature in black ink, appearing to read 'Donald H. Fletcher'.

Donald H. Fletcher, P.E.
Vice President

EMAIL TRANSMISSION – RETURN RECEIPT REQUESTED

PLEASE ACKNOWLEDGE BY RETURN EMAIL TO:
(mscavarda@bartonandloguidice.com)

Signature: Jayilee DeRose

Date: 6.6.17

Title: Admin

Company: Mitra Industries



May 12, 2017
ADDENDUM NO. 2

1352.005.002
Page 1 of 1

BARTON & LOGUIDICE, D.P.C.
ADDENDUM NO. 2
CONTRACT DOCUMENTS
FOR
LIBERTY AND GRAND STREETS SEWER IMPROVEMENTS PROJECT
CONTRACT NO. 1 – GENERAL CONSTRUCTION – BID #4.17
CITY OF NEWBURGH
ORANGE COUNTY, NEW YORK

TO ALL HOLDERS OF THE CONTRACT DOCUMENTS:

This Addendum is part of the Contract Documents in accordance with the Instructions to Bidders – Part 00200.07 of the Contract Documents and Specifications.

CLARIFICATIONS:

1. The bidder's qualifications sheet was inadvertently omitted from Addendum 1. Please find the bidders qualification sheet SECTION 00491 attached herein.

BARTON & LOGUIDICE, D.P.C.

Donald H. Fletcher, P.E.
Vice President

EMAIL TRANSMISSION – RETURN RECEIPT REQUESTED

PLEASE ACKNOWLEDGE BY RETURN EMAIL TO:
(mscavarda@bartonandloguidice.com)

Signature:

Date: 6.6.17

Title: Edwin

Company: Metra Industries



12. Reference: Sheet G 4.6

ADD Detail on SK-3 entitled "BLUESTONE SIDEWALK WITHOUT CURB"
as attached to this Addendum No. 3.

13. Reference: Sheet G 4.1

DELETE Detail "ASPHALT PAVEMENT REPLACEMENT (LIBERTY
STREET) and SUBSTITUTE THEREFOR the revised detail on SK -4 as
attached to this Addendum No. 3.

BARTON & LOGUIDICE, D.P.C.



Donald H. Fletcher, P.E.
Vice President

EMAIL TRANSMISSION – RETURN RECEIPT REQUESTED

PLEASE ACKNOWLEDGE BY RETURN EMAIL TO:
(mscavarda@bartonandloguidice.com)

Signature: Janice A. Rose

Date: 6-6-17

Title: Admin

Company: Meter Industries

2. Reference: SECTION 00100.09 – ADDENDA AND INTERPRETATIONS

DELETE this section in its entirety and SUBSTITUTE THEREFOR:

“SECTION 00100.09 – ADDENDA AND INTERPRETATIONS

No verbal interpretation of the intent of any of the Contract Documents will be made before receipt of Bids. Requests for interpretations prior to receipt of Bids must be presented in writing or email to the Engineer, Barton & Loguidice, D.P.C., 637 Broadway, Suite 2B, Newburgh, New York 12550, and to be given consideration must be received by the Engineer no later than May 25, 2017.

Any interpretation, and any additional information or instruction will, if issued, be in the form of a written Addendum or Addenda sent electronically to all holders of Contract Documents at the addresses furnished therefor, no later than May 30, 2017. Facsimile ("fax") or email communication may be issued in advance of any written Addendum or Addenda without diminishing any part of this Section.

Failure of any Bidder to receive any such Addendum or interpretation shall not relieve such Bidder from any obligation under this Bid as submitted. All Addenda so issued shall become a part of the Contract Documents.”


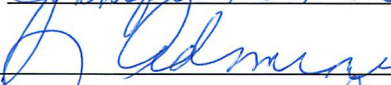

BARTON & LOGUIDICE, D.P.C.



Donald H. Fletcher, P.E.
Vice President

EMAIL TRANSMISSION – RETURN RECEIPT REQUESTED

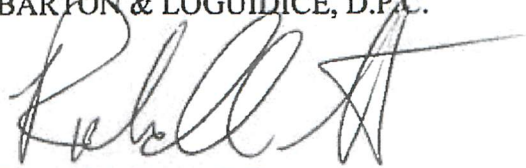
PLEASE ACKNOWLEDGE BY RETURN EMAIL TO:
(mscavarda@bartonandloguidice.com)

Signature:  Date: 6-6-17
Title: 
Company: 

9. Reference: SECTION 00160 - ADDITIONAL INSTRUCTIONS

- c. Page 00160-10, DELETE title "00160.119 MINORITY AND WOMEN'S BUSINESS ENTERPRISES (M/WBE)" and SUBSTITUTE THEREFOR "00160.11 MINORITY AND WOMEN'S BUSINESS ENTERPRISES (M/WBE) – CONTINUED".
- d. Page 00160-13, DELETE title "00160.112 AMERICAN IRON AND STEEL (AIS) REQUIREMENTS - Continued" and SUBSTITUTE THEREFOR "00160.12 AMERICAN IRON AND STEEL (AIS) REQUIREMENTS - Continued".

BARTON & LOGUIDICE, D.P.C.



Richard A Straut, P.E.
Executive Vice President

EMAIL TRANSMISSION – RETURN RECEIPT REQUESTED

PLEASE ACKNOWLEDGE BY RETURN EMAIL TO:
(mscavarda@bartonandloguidice.com)

Signature: _____



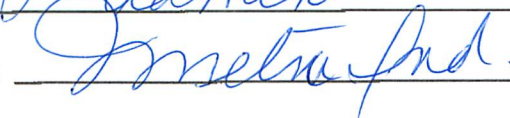
Date: _____

6.6.17

Title: _____



Company: _____



**SECTION 00370
BID**

**CONTRACT NO. 1 – GENERAL CONSTRUCTION
CITY OF NEWBURGH
LIBERTY & GRAND STREETS SEWER IMPROVEMENTS**

JOB NO. 1352.005.002

BROUGHT FORWARD

ITEM NO.	ESTIMATED QUANTITIES	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
1	1	Clearing FOR <u>Two thousand five hundred</u> <u>dollars & zero cents</u> PER LS	2500	00	2500	00
2	1	Mobilization FOR <u>One hundred ninety five thousand</u> <u>dollars & zero cents</u> PER LS	195000	00	195000	00
3	20	Exploratory Excavation Test Pit FOR <u>One thousand dollars &</u> <u>zero cents</u> PER EA	1000	00	20000	00
4	3,350	6-Inch Non-Pressure PVC Sewer & Special FOR <u>One hundred dollars &</u> <u>zero cents</u> PER LF	100	00	335000	00

CARRY FORWARD 552,500.00

**SECTION 00370
BID**

**CONTRACT NO. 1 – GENERAL CONSRUCTION
CITY OF NEWBURGH
LIBERTY & GRAND STREETS SEWER IMPROVEMENTS**

JOB NO. 1352.005.002

BROUGHT FORWARD 552 500.00

ITEM NO.	ESTIMATED QUANTITIES	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
5	1,400	8-Inch Non-Pressure PVC Sewer & Special FOR <u>One hundred four dollars</u> <u>+ zero cents</u> PER LF	104	00	145600	00
6	345	12-Inch Non-Pressure PVC Sewer & Special FOR <u>One hundred fourteen</u> <u>dollars + zero cents</u> PER LF	114	00	39330	00
7	1,250	18-Inch Non-Pressure PVC Sewer & Special FOR <u>One hundred thirty</u> <u>nine dollars + zero cents</u> PER LF	139	00	173750	00
8	33	Drop Manholes – 5' ID FOR <u>One thousand eight hundred</u> <u>dollars + zero cents</u> PER VF	1800	00	59400	00

CARRY FORWARD 970580.00

00370-3

**SECTION 00370
BID**

**CONTRACT NO. 1 – GENERAL CONSRUCTION
CITY OF NEWBURGH
LIBERTY & GRAND STREETS SEWER IMPROVEMENTS**

JOB NO. 1352.005.002

BROUGHT FORWARD 970580.00

ITEM NO.	ESTIMATED QUANTITIES	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
9	67	Drop Manholes – 6' ID FOR <u>Nine hundred dollars</u> <u>+ zero cents</u> PER VF	900	00	60300	00
10	156	Standard Manholes – 4' ID FOR <u>Six hundred dollars</u> <u>+ zero cents</u> PER VF	600	00	93600	00
11	27	Standard Manholes – 5' ID FOR <u>Four hundred dollars</u> <u>+ zero cents</u> PER VF	400	00	10800	00
12	11	Standard Manholes – 6' ID FOR <u>Three thousand dollars</u> <u>+ zero cents</u> PER VF	3000	00	33000	00

00370-4
CARRY FORWARD 1,168,280.00

SECTION 00370
BID

CONTRACT NO. 1 – GENERAL CONSRUCTION
CITY OF NEWBURGH
LIBERTY & GRAND STREETS SEWER IMPROVEMENTS

JOB NO. 1352.005.002

BROUGHT FORWARD 1168 280.00

ITEM NO.	ESTIMATED QUANTITIES	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
13	2	Doghouse Manhole 5' ID FOR <u>Thirteen Thousand</u> <u>dollars + zero cents</u> PER EA	13000	00	26000	00
14	1	Doghouse Manhole 6' ID FOR <u>Fifteen Thousand</u> <u>dollars + zero cents</u> PER EA	15000	00	15000	00
15	29	30-Inch Manhole Frames and Covers FOR <u>Four hundred forty</u> <u>five dollars + zero cents</u> PER EA	445	00	12905	00
16	1,030	1.7 ft. by 2.2 ft. Sewer Rehabilitation (Centrifugally Cast Cement Mortar Lining) FOR _____ _____ _____ PER LF	N/A	N/A	N/A	N/A

00370-5
CARRY FORWARD 1222 180.00

**SECTION 00370
BID**

**CONTRACT NO. 1 – GENERAL CONSTRUCTION
CITY OF NEWBURGH
LIBERTY & GRAND STREETS SEWER IMPROVEMENTS**

JOB NO. 1352.005.002

BROUGHT FORWARD 1222185.00

ITEM NO.	ESTIMATED QUANTITIES	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
17	1,050	6-Inch Corrugated HDPE Non-Pressure Storm Sewer Laterals FOR <u>Two hundred fifty five</u> <u>dollars & zero cents</u> PER LF	255	00	267750	00
18	850	8-Inch Corrugated HDPE Non-Pressure Storm Sewer Laterals FOR <u>Two hundred fifty five</u> <u>dollars & zero cents</u> PER LF	255	00	216750	00
19	1,120	12-Inch HDPE Non-Pressure Storm Sewer & Special FOR <u>Two hundred fifty five</u> <u>thirty gpm</u> <u>dollars & zero cents</u> PER LF	230 255	00 00 gpm	257600 285600	00 00 gpm
20	930	15-Inch HDPE Non-Pressure Storm Sewer & Special FOR <u>Two hundred fifty five</u> <u>dollars & zero cents</u> PER LF	255	00	237150	00

00370-6
CARRY FORWARD 2224435.00
2201435.00 gpm

**SECTION 00370
BID**

**CONTRACT NO. 1 – GENERAL CONSRUCTION
CITY OF NEWBURGH
LIBERTY & GRAND STREETS SEWER IMPROVEMENTS**

JOB NO. 1352.005.002

BROUGHT FORWARD

2201435.9m
229435.00

ITEM NO.	ESTIMATED QUANTITIES	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
21	125	18-Inch HDPE Non-Pressure Storm Sewer & Special FOR <u>Two hundred fifty five</u> <u>dollars & zero cents</u> PER LF	<i>255</i>	<i>00</i>	<i>31875</i>	<i>00</i>
22	735	24-Inch HDPE Non-Pressure Storm Sewer & Special FOR <u>Three hundred five</u> <u>dollars & zero cents</u> PER LF	<i>305</i>	<i>00</i>	<i>224175</i>	<i>00</i>
23	55	30-Inch HDPE Non-Pressure Storm Sewer & Special FOR <u>Three hundred fifteen</u> <u>dollars & zero cents</u> PER LF	<i>315</i>	<i>00</i>	<i>17325</i>	<i>00</i>
24	62	NYSDOT Type "A" Storm Drainage Catch Basin FOR <u>One hundred twenty</u> <u>five dollars & zero cents</u> PER VF	<i>125</i>	<i>00</i>	<i>7750</i>	<i>00</i>

CARRY FORWARD

2510560.00
2482560.-9m

00370-7

**SECTION 00370
BID**

**CONTRACT NO. 1 – GENERAL CONSRUCTION
CITY OF NEWBURGH
LIBERTY & GRAND STREETS SEWER IMPROVEMENTS**

JOB NO. 1352.005.002

BROUGHT FORWARD

248250.00 gm
2510560.00 gm

ITEM NO.	ESTIMATED QUANTITIES	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
25	17	Storm Drainage Frame, Grate, and Inlet FOR <u>Two hundred fifty</u> <u>dollars + zero cents</u> PER EA	250	00	4250	00
26	1	Trash Rack Vault FOR <u>Thirty five thousand</u> <u>dollars + zero cents</u> PER LS	35000	00	35000	00
27	1	Energy Dissipating Vault FOR <u>Thirty thousand</u> <u>dollars + zero cents</u> PER LS	30000	00	30000	00
28	2,000	Concrete Subbase Removal FOR <u>Four dollars</u> <u>+ zero cents</u> PER LF	4	00	8000	00

CARRY FORWARD

2587810.00
2559810.00 gm

00370-8

**SECTION 00370
BID**

**CONTRACT NO. 1 – GENERAL CONSRUCTION
CITY OF NEWBURGH
LIBERTY & GRAND STREETS SEWER IMPROVEMENTS**

JOB NO. 1352.005.002

BROUGHT FORWARD

2559870.5 gm
2587870.00 gm

ITEM NO.	ESTIMATED QUANTITIES	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
29	3,720	Subbase FOR <u>Twenty dollars</u> <u>& zero cents</u> PER CY	20	00	74400	00
30	1,200	Asphalt Binder Course FOR <u>One hundred ninety</u> <u>dollars & zero cents</u> PER TON	190	00	228000	00
31	760	Asphalt Top Course FOR <u>One hundred fifty</u> <u>dollars & zero cents</u> PER TON	150	00	114000	00
32	180	Asphalt truing and Leveling Course FOR <u>One dollars</u> <u>& zero cents</u> PER TON	1	00	180	00

CARRY FORWARD *3004390.00 gm*

00370-9

2976390.-

**SECTION 00370
BID**

**CONTRACT NO. 1 – GENERAL CONSTRUCTION
CITY OF NEWBURGH
LIBERTY & GRAND STREETS SEWER IMPROVEMENTS**

JOB NO. 1352.005.002

BROUGHT FORWARD

2976390.00 *gm*
~~3004390.00~~

ITEM NO.	ESTIMATED QUANTITIES	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
33	1	Soil Erosion and Sediment Control FOR <u>One Thousand five</u> <u>hundred dollars + zero cents</u> PER LS	1500	00	1500	00
34	1	Sewer Flow Control FOR <u>Two Thousand Five</u> <u>hundred + zero cents</u> PER LS	2500	00	2500	00
35	1	Work Zone Traffic Control FOR <u>One Thousand five</u> <u>hundred + zero cents</u> PER LS	1500	00	1500	00
36	3,250	Cold Milling of Bituminous Concrete FOR <u>Eighteen dollars +</u> <u>zero cents</u> PER SY	18	00	58500	00

CARRY FORWARD

00370-10
~~3008390.00~~ *gm*
3040390.

SECTION 00370
BID

CONTRACT NO. 1 – GENERAL CONSRUCTION
CITY OF NEWBURGH
LIBERTY & GRAND STREETS SEWER IMPROVEMENTS

JOB NO. 1352.005.002

BROUGHT FORWARD 3040390.00 gm
3068390.00

ITEM NO.	ESTIMATED QUANTITIES	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
37	1	Remove and Stack Bricks FOR <u>Seven hundred fifty</u> <u>dollars + zero cents</u> PER LS	750	00	750	00
38	2,100	Remove and Reset Existing Bluestone Sidewalk FOR <u>One dollar +</u> <u>zero cents</u> PER LF	1	00	2100	00
39	725	Reset Cobble Stone Gutter FOR <u>Five dollar +</u> <u>zero cents</u> PER LF	5	00	3625	00
40	1	Sewer Lateral Location FOR <u>Seven hundred fifty</u> <u>dollars + zero cents</u> PER LS	750	00	750	00

CARRY FORWARD 3095615.00
3047615.00 gm

00370-11

**SECTION 00370
BID**

**CONTRACT NO. 1 – GENERAL CONSTRUCTION
CITY OF NEWBURGH
LIBERTY & GRAND STREETS SEWER IMPROVEMENTS**

JOB NO. 1352.005.002

BROUGHT FORWARD 3047,615.⁰⁰ gm
~~3073,615.⁰⁰~~

ITEM NO.	ESTIMATED QUANTITIES	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
41	20	Water Service Relocation FOR <u>Two hundred Fifty</u> <u>dollars + zero cents</u> PER EA	250	00	5000	00
42	1	Abandonment of Existing Combined Sewer FOR <u>One Thousand dollars</u> <u>+ zero cents</u> PER LS	1000	00	1000	00
43	1	Asbestos Removal Allowance FOR <u>FIFTEEN THOUSAND DOLLARS</u> _____ PER LS	\$15,000	00	\$15,000	00
44	1	Clinton Street Drainage Bypass Allowance FOR <u>FIFTEEN THOUSAND DOLLARS</u> _____ PER LS	\$15,000	00	\$15,000	00

00370-12
CARRY FORWARD 3111,615.⁰⁰
3,083,615.⁰⁰ gm

**SECTION 00370
BID**

**CONTRACT NO. 1 – GENERAL CONSTRUCTION
CITY OF NEWBURGH
LIBERTY & GRAND STREETS SEWER IMPROVEMENTS**

JOB NO. 1352.005.002

BROUGHT FORWARD 3,836,15.00
3,111,615.00 gm

ITEM NO.	ESTIMATED QUANTITIES	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
45	500	New Blue Stone Sidewalk. FOR <u>Twenty dollars +</u> <u>zero cents</u> PER SF	20	00	10000	00
46	1,030	Sewer Rehabilitation (Polyester Fiber Felt Liner With Thermosetting Resin) FOR <u>One hundred fifty</u> <u>dollars + zero cents</u> PER LF	150	00	154500	00
TOTAL OR GROSS BID WRITTEN IN WORDS - <u>Three million two hundred seventy six thousand</u> <u>one hundred fifteen dollars + zero cents.</u> <u>Three million two hundred forty eight thousand</u> <u>one hundred fifteen dollars + zero cents</u>			\$ <u>Ø</u>		\$ <u>3,276,115.00</u> <u>3,248,115.00</u>	

CARRY FORWARD 3,248,115.00
3,276,115.00 gm

**SECTION 00370
BID**

**CONTRACT NO. 1 – GENERAL CONSTRUCTION
CITY OF NEWBURGH- LIBERTY STREET & GRAND STREET
SEWER IMPROVEMENTS
ADDITIVE BID NO. 1A – WATER SERVICE REPLACEMENT**

JOB NO. 1352.005.002

BROUGHT FORWARD φ

ITEM NO.	ESTIMATED QUANTITIES	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
1A	20*	Lead Water Service Replacement FOR <u>One thousand dollars</u> <u>+ zero cents</u> PER EA	1000	00	20000	00
2A	600*	¾-Inch Type K Copper Tubing FOR <u>Fifty dollars +</u> <u>zero cents</u> PER LF	50	00	30000	00
TOTAL OR GROSS ADDITIVE BID WRITTEN IN WORDS - (Item No. 1A and 2A) <u>Fifty thousand dollars + zero cents.</u>			\$ <u>φ</u>		\$ <u>50,000.00</u>	

*Quantities provided for bidding purposes

CARRY FORWARD 50,000.00 00370-14

BID

The signer of this Proposal as Bidder declares that the only person, persons, company or parties interested in the proposal are named in this Proposal; that the Bid is made without any connection with any person making another Bid for the same Contract; that the Bid is in all respects fair and without collusion or fraud; that no officer, agent or employee of the Owner is directly or indirectly interested in the Bid; and that he has carefully examined the annexed form of Contract and Contract Documents.

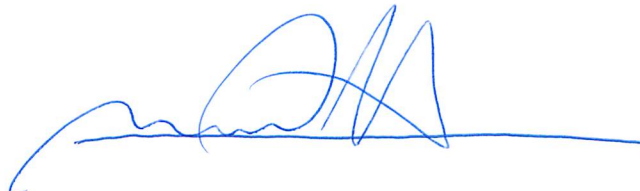
In accordance with Section 139-d of the State Finance Law, Section 103-d of the General Municipal Law, or Section 2878 of the Public Authorities Law, the Bidder further certifies that: (a) the Bid has been arrived at by the Bidder independently and has been submitted without collusion with any other vendor of materials, supplies or equipment of the type described in the invitation for Bids; and (b) the contents of the Bid have not been communicated by the Bidder nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the Bidder or its surety on any bond furnished herewith prior to the official opening of the Bid. Section 620 of the Penal Law makes violation of this statute a crime punishable as perjury.

If written notice of the acceptance of this Bid is mailed or delivered to the undersigned within forty-five (45) days after the date of opening of the Bids, or any time thereafter before this Bid is withdrawn, the undersigned will, within five (5) days after the date of such mailing, or delivering of such notice, execute and deliver a contract in the form of Contract attached hereto.

The undersigned hereby designates as his office to which such notice of acceptance may be mailed, or delivered:

Name: Metra Industries
Address: 50 Muller Place
City, State, Zip Little Falls, NJ 07424
Telephone: 973-812-0333
Email: sdioslaki@metraindustries.com

The undersigned further agrees to comply with the requirements as to conditions of employment, wage rates and hours of labor set forth in the Contract Documents.

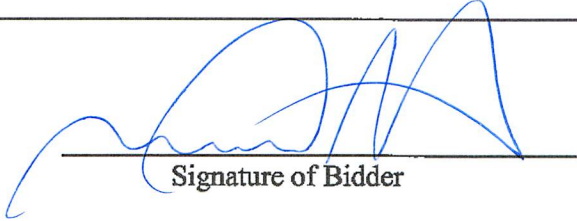


BID

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

Accompanying this Bid, is a Bid security in the form of a certified check*, cash*, or a bid bond* for the sum of 5% TBA (\$) Dollars. In case this Bid is accepted by the Owner, and the undersigned shall fail to execute a contract with and give the required bonds to the Owner within five (5) days after the date of a written notice by the Owner to the undersigned so to do, this Bid security shall be forfeited and will be retained by the Owner as liquidated damages.

Dated 7 June, 2017 ** Metra Industries a corporation organized under the laws of New Jersey



Signature of Bidder

Print Name of Signer of Bid Stephan P. Dioslaki Bidders Authorized Representative
Address 50 Muller Place
Little Falls, NJ 07424

* Cross out designations not applicable.

** Insert bidder's name; if a corporation, give the state of incorporation using the phrase "a corporation organized under the law of"; if a partnership, give the name of the partners, using also the phrase "co-partners trading and doing business under the firm name and style of"; if an individual using a trade name, give individual name, using also the phrase "an individual doing business under the firm name and style of".

END OF SECTION

SECTION 00373

IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION

1. Contractor/proposer hereby represents that said contractor/proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said contractor/proposer has not:
 - a) Provided goods or services of \$20 million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
 - b) Acted as a financial institution and extended \$20 million or more in credit to another person for forty-five (45) days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.
2. Any contractor/proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3) (b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.
3. Except as otherwise specifically provided herein, every contractor/ proposer submitting a bid/proposal in response to this request for bids/request for proposals must certify and affirm the following under penalties of perjury:
 - a) "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3) (b)."

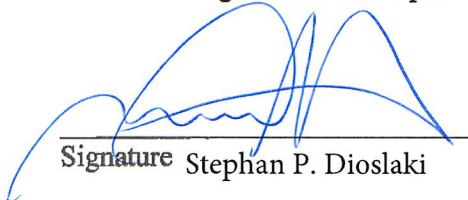
The County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

4. Except as otherwise specifically provided herein, any bid/proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the bidder/proposer cannot make the certification as set forth in subdivision (a) above, the bidder/proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the bid/proposal to any bidder/proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

SECTION 00373

IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION

- a) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012 and the bidder/proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- b) The County has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County would be unable to obtain the goods or services for which the bid/proposal is offered. Such determination shall be made by the County in writing and shall be a public document.


Signature Stephan P. Dioslaki

Bidders Authorized Representative
Title

Metra Industries
Company Name

7 June 2017
Date

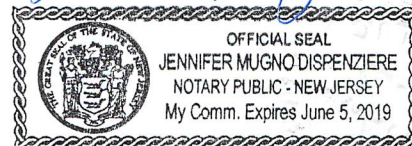
State of New Jersey)

County of Passaic) SS:

On this 7 day of June, 2017, before me personally came and appeared Stephan P. Dioslaki to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.



END OF SECTION

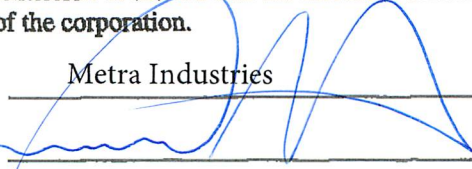


SECTION 00480

NON-COLLUSIVE BIDDING CERTIFICATION

- (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:
1. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly, disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- (b) A bid shall not be considered for award nor shall any award be made where (a) 1., 2., and 3., above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a) 1., 2., and 3., above have not been complied with the bid shall not be considered for award nor shall any award to be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee determines that such disclosure was not made for the purpose of restricting competition.
- (c) The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph (a) of this certification.
- (d) Any bid hereafter made to any political subdivision of the State or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of the section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

FIRM: Metra Industries

By: 

Title: Stephan P. Dioslaci Bidders Authorized Representative

(CORPORATE SEAL IF ANY)

END OF SECTION

SECTION 00481

STATEMENT OF SURETY'S INTENT

To: City of Newburgh

We have reviewed the Bid of Metra Industries, Inc.
of 50 Muller Place, Little Falls, NJ 07424
(Contractor)
(Address)
for Liberty & Grand Street Sewer Improvements Project Contract 1 -
General Construction - Bid #4.17
(Project)

Bids for which will be received on June 7, 2017
(Bid Opening Date)

and wish to advise that should this Bid of the Contractor be accepted and the Contract awarded to him, it is our present intention to become surety on the Performance Bond and Labor and Materials Payment Bond required by the Contract.

Any arrangement for the bonds required by the Contract is a matter between the Contractor and ourselves, and we assume no liability to you or third parties if for any reason we do not execute the requisite bonds.

We are duly authorized to transact business in the State of New York, and we appear on the U.S. Treasury Department's most current list (Circular 570 as amended).

Attest: Witness:
Kathleen M. Rowe

Liberty Mutual Insurance Company

By: Diane M. DiMartino
Surety's Authorized Signature(s)
Diane M. DiMartino, Attorney-in-fact

Attach Power of Attorney

(Corporate seal if any. If no seal, write
"No Seal" across this place and sign.)

END OF SECTION

SECTION 00491

BIDDER'S QUALIFICATION STATEMENT

The Undersigned Bidder guarantees the accuracy of all statements made herein. Please print in ink or type in the spaces provided. Attach additional sheets if necessary.

This statement of Bidder's qualifications is required of all Bidders as part of their Bid and is in partial fulfillment of requirements in Article 3 of the Instructions to Bidders. Additional data on Bidder's qualifications may be requested from selected Bidders after the Bid Opening in accordance with Article 3.

1. List equipment that you plan to rent or purchase for this work and specify whether rent or purchase. If none, so state.

None Intended

2. List equipment that you own that is available for this work.

Please See Attached

3. How many years has your firm been in business as a contractor?

37

4. Is your firm qualified to do business in the state where the project is located?
YES X NO _____ If NO, by signing this Qualification Statement at the end you are agreeing to obtain such qualification prior to award of contract within fourteen days of Owner's request.

METRA EQUIPMENT LIST

EQUIP #	MAKE	MODEL	SERIAL NUMBER	YEAR	DESCRIPTION
B-1	KOMATSU	PC-45MR-1	3259	2004	MINI EXCAVATOR
B-2	KOMATSU	PC-158USLC-2	10175 W/THUMB	2009	EXCAVATOR
B-3	KOMATSU	PC-75UU-3	15191	1997	MINI EXCAVATOR
B-4	KOMATSU	PC-158USLC-2	10177	2009	EXCAVATOR
B-5	CAT	365 BL -2	0365BTDER00164	2003	EXCAVATOR
B-6	KOMATSU	PC-400 LC8	A88388	2009	EXCAVATOR
B-7	KOMATSU	PC 150	K30754	1999	EXCAVATOR
7A	STANLEY	MBX30EX	2453		HAMMER ONLY
B-8	KOMATSU	PC-100-6	41779	1998	EXCAVATOR
B-9	KOMATSU	PC-400 LC7	A86045	2004	EXCAVATOR
B-10	KOMATSU	PC300LC-7L	A86985	2007	EXCAVATOR
B-11 A	ATLAS COPCO	HBC 1700	KAL101033	2003	HYD HAMMER
WL-12	KOMATSU	WA120-1	A20388	1997	LOADER
WL-13	KOMATSU	WA120-1	A20410	1997	LOADER
WL-14	KOMATSU	WA 250-6	A76165	2009	LOADER
WL-15	KOMATSU	WA500-1LC	20067	1995	LOADER
WL-16	CAT	972	4WW00533		LOADER
WL-16-SD	CAT	972 SIDE DUMP			SIDE DUMP BUCKET
WL-16-GPB	CAT	G.P BUCKET			G.P. BUCKET
WL-16 FK	CAT	FORKS			972 FORKS
WL-17	CAT	944	43A3517	1964	LOADER
WL-18	KOMATSU	WA320-6	A34029	2009	LOADER
WL-19	KOMATSU	WA-250-5L	A73182	2004	LOADER
WL-20	KOMATSU	WA320-5	60098	2004	LOADER
B-21	KOMATSU	PC228USLC-3	31515	2005	EXCAVATOR
21 A	STANLEY	SHMB50EXS	3018	2005	HAMMER ONLY
HL-22	KOMATSU	WB 146-5	A23117	2006	BACKHOE/LOADER
WL-23	KOMATSU	WA250-5	NA73522	2005	LOADER
TL-24	CAT	963	21Z00569	?	TRACK LOADER
HL-25	KOMATSU	WB 140-2N	A21044	2004	BACKHOE/LOADER
HL-26	KOMATSU	WB 150-2	F10156	2002	BACKHOE/LOADER
HL-27	KOMATSU	WB 150AWS-2	80052	2003	BACKHOE/LOADER
B-28	CAT	330 CL	CAP01604	2005	BACKHOE
B-29	CAT	330 CL	CAP01912	2005	BACKHOE
HL-30	KOMATSU	WB-140-2	F10920	2000	BACKHOE/LOADER
D-31	KOMATSU	D-37-P1	1008	1987	DOZER
D-32	KOMATSU	D-68P-1	B1008		DOZER
D-33	KOMATSU	D-37P-2 LGP	1521		DOZER
WL-34	KOMATSU	WA-250-5L	70793	2006	WHEEL LOADER
HL-35	KOMATSU	WB-140-2N	21078	2004	BACKHOE/LOADER
HL-36	KOMATSU	WB-140-2N	21087	2004	BACKHOE/LOADER
HL-37	KOMATSU	WB-140-2N	21095	2004	BACKHOE/LOADER
HL-38	KOMATSU	WB-140-2N	21101	2004	BACKHOE/LOADER
TR-39	EAGER BEAV	18 TON T/A	112MAP288KT033117	1989	8X20 TAG
FB-40	FRUEHAUF	PBF-240	FWY840301	1976	FLAT BED
TR-41	STAR LITE	77-1235AHLT	SCO56330	1995	6'6"X12' LOWBOY
TR-42	HAULMARK	MC612BS	8050	1995	6'6"X12'X6'6"H
TR-43	USA CRAGO	USC58SA	XS1001100	1995	5'WX8'X6'6"H
TR-44	TRAILER	FOR ROCK SAW			
TR-45	INTERSTATE	40DLA	1JKDLA402XA001862	1999	8' X 20'
TR-46	BAGLEY	7000GVW DUMP	2011EBA300F080399	1999	DUMP TRAILER
TR-47	UNITED	3300LB	48BTE10173A064070	2003	ENCLOSED TRAILER
TR-48	GLOBE	6TDD20-42 / 48'	44RL04221VF000348	1997	DOUBLE DROP
TR 49	TALBERT	T3DW-50SA-HRG	40FW0483XS1012070	1995	LOWBOY
T-50	FRUHAUF	TANKER	1HAT05521CK003206	1982	TANKER
SW-51	JEEP	LIBERTY SPORT	1J8GN28KX8W254298	2008	SPORT UTILITY
T-52	MACK	RD688SX	1M2P268C8XM042859	1999	DUMP
T-53	MACK	U MOD.	U685T14946	1977	S/A DUMP
CC-54	FORD	F-250 SD	1FTNW20L73EA87543	2003	CREW CAB
CC-55	GMC	3500	1GTHC23G32F123399	2001	CREW CAB
CC-56	GMC	3500	1GTHC23U14F127489	2004	CREW CAB
CC-57	GMC	3500	1GTHC23U83F103687	2003	CREW CAB
CC-58	GMC	3500	1GTGC33RXYF474645	2000	CREW CAB

CC-59	CHEVY	3500	1GCGC33R6YF437866	2000	CREW CAB
P-60	GMC	2500	1GTHC24U74E400181	2004	PICKUP
P-61	GMC	2500	1GTHC29U24E376252	2004	EXT CAB P/U
P-62	FORD	F-250 4X4	1FTPF28WXWNA22648	1998	PICKUP
P-63	FORD	F-250	1FTFF2767VNB71465	1997	PICKUP
P-64	GMC	1500	2GTEK19T141247153	2004	EXT CAB P/U
P-65	GMC	1500 EXT	1GTEC19J58E130613	2008	EXT CAB P/U
P-66	FORD	F-250	3FTNW20F51MA04872	2001	CREWCAB
CC-67	FORD	F-350	3FTSW30F11MA26599	2001	CREWCAB
P-68	GMC	SONOMA	1GTCS19W1Y8198928	2000	PICKUP
P-69	FORD	F-150	1FTEF15YXSNB25604	1995	PICKUP
P-70	CHEVY	1500	62GCEK19K9S1158029	1995	PICKUP
P-71	FORD	F-250	1FTNX21L23EA53571	2003	4X4 PICKUP
P-72	CHEVY	2500	1GTGC24R9XR704360	1999	PICKUP
P-73	CHEVY	2500	1GTGC24RXXR705632	1999	PICKUP
P-74	GMC	1500	1GTEC14V44Z172090	2004	PICKUP
P-75	GMC	1500	2GTEK19T641160882	2004	EXT CAB P/U
P-76	GMC	1500 EXT	1GTEC19T12E102042	2002	EXT CAB P/U
P-77	FORD	F-250 EXT	1FTNX20L1YED48976	2000	EXT CAB P/U
P-78	CHEVY	1500	1GCEC14T83Z147772	2003	PICKUP
P-79	GMC	3500	1GBJC34M3EV143744	1984	DUMP
P-80	CHEVY	3500	1GBJC34K8NE116876	1992	DUMP
P-81	FORD	F-150	1FTRF17213NA95744	2003	PICKUP
P-82	GMC	2500	1GTGC29R1XF005234	1999	EXT CAB P/U
P-83	FORD	F-150	1FTRX17W33NB50534	2003	EXT CAB P/U
C-84	I.R.	2475F11G	30TC882992	T-130	TANK COMPRESSOR
C-85	I.R.	825	57520	1987	COMPRESSOR
C-86	I.R.	2475F116	30TC882992	1999	TANK COMPRESSOR
C-87	I.R.	185	280480UHH221	1999	COMPRESSOR
C-88-L	ATLAS COPCO	XAS97JD	4500A10186R015500	2006	Totaled
C-89	AIR MAN	PDS 185S	536A12102	2000	COMPRESSOR
C-90	AIR MAN	PDS 185S	536A11869	2000	COMPRESSOR
C-91-L	ATLAS COPCO	XAS97JD	4500A10126R015511	2006	185 COMPRESSOR
RB-92	FORD	3910	BB96825	1989	YORK RAKE
RB-93	4500	4500	CL01957	1970	TRACTOR BROOM
RB-94	ROSCO	RB-48	35374	1997	BROOM
RB-95	LAY-MOR	6HB	6HB220439311009	1997	BROOM
RB-96	LAY-MOR	8B	26011002		BROOM
RB-97	TERRAMITE	TSS38	20TSO215	2000	BROOM
LT-98	IR	LIGHTSOURCE	327666UBM789	2002	LIGHT TOWER
LT-99	IR	L6-4MH-4-1000W	290265UF1823	1998	LIGHT TOWER
LT-100	I.R.	L6-4MH	249468UHE824	1994	LIGHT TOWER
R-101	DYNAPAC	CC-10-II	586191	1986	ROLLER
R-102	I.R.	DD-65	141558	1997	ROLLER
R-103	WACKER	RD-880	673602655		ROLLER
R-104	DYNAPAC	CC-211	61510733	1986	ROLLER
PB-105	POWER BOX	T650B	PB86L2834	1986	PAVER
R-106	DYNAPAC	CA-15	4921142	1985	ROLLER COMPACTOR
R-107	I.R.	DD-24	167723	2001	ROLLER
LT-108	IR	L6-4MH-4-1000W	291594UHF1823	1998	LIGHT TOWER
R-109	CAT	CB224D	8RZOO485	2001	SMOOTH DRUM ROLLER
MIL-110	WIRTGEN	1000VC	2100357	1990	MILLER
R-111	CAT	CB224D	CB224E8RZ01406	2002	ROLLER
C-112	I.R.	P185WJD	277974UFH221	1997	COMPRESSOR
M-113	GMC	TOP KICK	1GDM7H1J9LJ601579	1990	SERVICE TRUCK
M-114	GMC	7000	1GDG7D1B1CV574479	1982	FLATBED
M-115	FORD	F-250	3FEHF25H6VMA58671	1997	UTILITY
S-116	INTER	1652SC	1HTMGZPM4LH233611	1990	SUPPLY VAN
S-117	FORD		1FDNK65N7EVA27159		SUPPLY VAN
S-118	INTER		61HTMGXPM8LH263341	1990	SUPPLY VAN
S-119	FORD		N60AVEC6654	1979	SUPPLY VAN
S-120	FORD		N60AVEC6651		SUPPLY VAN
S-121	FORD		N60AVEC6652		SUPPLY VAN
C-122	I.R.	P185WJD	293422UH1221	1998	COMPRESSOR
M-123	FORD	F-450 SD	1FDLF47F2SEA14058	1995	RACK TRUCK
M-124	INTER	4700	1HTSCAAM8WH532083	1998	UTILITY/COMP/CRANE
P-125	FORD	F-150 EXT	1FTRX18LO1NA14685	2001	PICKUP
P-126	CHEVY	2500	1GCGC24R5XR706056	1999	PICKUP
M-127	FORD	F-450	2FDLF47G0PCA41779	1993	RACK TRUCK
M-128	GMC	2500	1GDGC24R1YF455048	2000	ULT. TRUCK

M-129	GMC	3500	1DGJC34F2SE510279	1995		RACK TRUCK
TC-130	MACK	R688ST	IM2N187Y9HA019256	1987		T/A TRACKTOR
TC-131	GMC	BRIGADIER	T49CC9V568578	1979		T/A TRACKTOR
G-132	B&S	5500WATT	1010725027	2005		GEN SET
G-133	HONDA	5000 WATT	3146149	9/1/1999		GEN. SET
G-134	HONDA	5000 WATT	3128881	1998		GEN. SET
G-135	MULTIQUIP	DCA25SSI-II	3668788	1999		14.4 GEN SET
G-136	MULTIQUIP	DCA60SS1	3667995	1998		GEN. SET
G-137	HONDA					GEN /WELDER
G-138 L	ATLAS COPCO	QAS30BOX	16MPF07116D046197	2006		GEN. SET 2009
G-139	I.R.	G-25A	2505002178	2005		GEN. SET
G-140	HONDA	EB6500SXB	1034491	8/1/2001		GEN. SET
G-141	PORTER CABLE	5250 WATT	232048920	7/27/2004		GEN SET
G-142	B & S	5500 WATT	1010725030	6/17/2005		GEN SET
G-143	B & S	5500 WATT	1010725029	9/27/2005		GEN SET
G-144	HONDA ENG	3000 WATT	NO #	10/4/2010	USED	GEN SET
G-145	B & S	5500 WATT	1010725028	7/12/2006		GEN SET
LT-146	I.R.	L6M4H	308942UBK789	2000		LIGHT TOWER
LT-147	I.R.	L6M4H	308944UBK789	2000		LIGHT TOWER
LT-148	I.R.	L6M4H	308945UBK789	2000		LIGHT TOWER
LT-149	I.R.	L64MH	2876714UCI823	1998		LIGHT TOWER
SW-150	BENTLEY	CONTINENTA	SCBCR63W55C030193	2005		CAR
SW-151	FORD	EXPEDITION	1FMPU18L2YB59342	2001		SPORT UTILITY
CC-152	FORD	F-350	1FTWW33S5XEE46682	1999		CREW CAB
CC-153	FORD	F-250 DIESEL	1FTSW21P45EB24622	2005		CREW UTILITY
CC-154	FORD	F-250 DIESEL	1FTSW21P55EB59363	2005		CREW UTILITY
CC-155	FORD	F-350 DIESEL	1FTSW31P14EC17683	2004		CREW UTILITY
SV-156	INTER	652	1HTMGPHL7PH536589	1993		SUPPLY VAN
SV-157	INTER	652	1HTMGPHL7PH536592	1993		SUPPLY VAN
SW-158	MERCEDES	G-500	WDCYR49E22X132499	2002		SPORT UTILITY
SW-159	INTER	1652	1HTMGZPM1PH483779	1993		SUPPLY VAN
SW-161	DODGE	DURANGO	1D4HB58D65F505534	2005		SPORT UTILITY
SW-162	LAND ROVER	RR SUPER	SALMF13487A261300	2007		SPORT UTILITY
SW-162A	MASERATI	QP Wxec AUTO	ZAMFE39A080034598	2008		CAR
SW-163	CADILLAC	ESCALADE	1GYS4KEF9BR183235	2011		SPORT UTILITY
SW-164	FORD	EXPEDITION	1FMPU16W43LB98391	2003		SPORT UTILITY
SW-165	CHEVY	ASTRO	1GBDM19XX3B117576	2003		VAN /WITH LIFT
SW-166	LINCON	NAVIGATOR	5LMFU28R24LJ41405	2004		
SW-167	BMW	M-3	WBAWC73539E269933	2009		C. Stivaly
SW-168	HUMMER	H-1	137ZA843XYE186638	2000		WAGON
SW-169	FORD	E-350 15 PASS	1FBSS31LX4HA73336	2004		15 PASS VAN
AB-170	SOLAR TECH.	AB-15	AB2015506060	2000		ARROW BOARD
VP-171	STONE	S28	2699079	?		PLATE COMP
TD-172	I.R.	ECM-350	T-38086	1986		AIR TRACK
PB-173	I.R.		IRP835AG99D0425	2001		PAV BREAKER
PB-174	G.D.	B-87	K-1614	1992		PAV BREAKER
PB-175	I.R.	1.25" POINT		1992		PAV BREAKER
RD-176	G.D.	1"STEEL	88S1318			ROCK DRILL
VP-178	WACKER	VPR-1330	581901563	10/1/1994		PLATE COMP
VP-179	WACKER	BPU-2950	19.5"	10/1/1994		PLATE COMP
VP-180	WACKER	VPG-160	321701553			PLATE COMP
VP-181	HIENRICK	TP-1220	882	1992		PLATE COMP
AB-182	SOLAR TECH.	MOD.202?	0004B481			ARROW BOARD
VP183	MIKASA	MVC 90 HB		1995		PLATE COMP
VP-184	MIKASA	MVC 90 HB	8032	1994		PLATE COMP
AB-185	BEIMIS	TP1220		1992		ARROW BOARD
RC-186	WACKER	RT-820 RC	678501156	1995		RC ROLLER
RC187	WACKER	RT-820 RC	678501111	1995		RC ROLLER
TP-188	HONDA	WT30X	1113276	9/27/2005		TRASH PUMP
TM-189	MULLER			1991		TAP MACHINE
HTP-190	HOMELITE	DP-28	8561	10/1/1994		TEST PUMP
TP191	HONDA	WT 30 X	4123553	10/1/2001		TRASH PUMP
TP192	HONDA	WT 30 X	4123751	10/1/2001		TRASH PUMP
DP193	HOMELITE	HDP3	HB224007	10/1/2001		DIA PUMP
TP-194	HONDA	WT 30 X	3247575	1994		TRASH PUMP
RC-195	WACKER	RT-820 RC	5280679	2001		RC ROLLER
TP-196	HONDA	WT-30 X	3576838	1997		TRASH PUMP
TP-197	HONDA	WT-30 X	3556019	1997		TRASH PUMP
DP-198	HOMELITE	111-DP-3	HP0460030	1994		DIA PUMP
TP-199	HONDA	WT30X	1112441	7/14/2005		TRASH PUMP

TP-200	RIVERSIDE	TP-3H	RPM050518005	9/8/2005	TRASH PUMP
TP-201	HONDA	WT-30 X	1106292	3/18/2004	TRASH PUMP
TP-202	HONDA	WT-30 X	1106969	3/31/04	TRASH PUMP
DP-203	HOMELITE	111-DP-3	HJ2730067		DIA PUMP
DP-204	HOMELITE	111-DP-3	HONDA/MOTOR	2/1/1998	DIA PUMP
DP-205	HOMELITE	111-DP-3	8J2910014		DIA.PUMP
AP-206	GRACO	226-226		9/1/1993	AIR OIL PUMP
AP-207	GRACO	226-226		9/1/1993	AIR OIL PUMP
EFP-208	TUTHILL	1210	80704	9/1/1993	12V FUEL PUMP
EP-209	MULTIQUIP	110V 2"	125531	4/1/1993	EL. PUMP
EP-210	PROSSER	220-3PH	9-35112-02		EL. PUMP
EP-211	HOMELITE	HMS-750	288523MF	8/1/2000	120V H.P.
EP-212	HOMELITE	HMS-400	30396MH	8/1/2000	120V 1/2 H.P.
EP-213	HOMELITE	HMS-400	338486MM	2/1/2001	120V 1/2 H.P.
EP-214	HOMELITE	HMS-400	0377-326	8/1/2001	120V 1/2 H.P.
EP-215	GRINDEX	285 MINEX	111080	3/19/2002	120V
RC-216	WACKER	RT560EC	764301040	?	RC ROLLER
RC-217	WACKER	RT-820 RC	5248483	2001	RC ROLLER
JP-218	GRIFFIN		839786	11/1/1992	4"DIESEL PUMP
DP-219	GRIFFIN	GWF1250A-M	2685593	11/1/1992	8"DIESEL PUMP
TP-220	GORM RUPP	CE6A60 F4L	1004945		6" DIESEL PUMP
CS-221	STIHL	26	43349750	1/1/2000	CHAINSAW
CS-224	STIHL	TS-400/14"	160622398	11/4/2003	CUTOFF SAW
CS-226	STIHL	TS-400/12"	162136174	8/4/2004	CUTOFF SAW
TS-227	STIHL	MS-290/18"	277924865	6/3/2009	CHAINSAW
CS-229	STIHL	TS-400/14"	162368687	8/31/2004	CUTOFF SAW
CS-231	PARTNER	K750	200713071359	1/19/2010	CUTOFF SAW
DP-232	HOMELITE	111-DP3-1	40957227		3"DIAHRAME
CS-235	STIHL	TS-760	45747445	11/10/2001	CUTOFF SAW
CS-236	STIHL	TS-400	155603166	3/12/2003	CUTOFF SAW
CS-239	STIHL	TS-400-14"	160408754	7/18/2003	CUTOFF SAW
WEL-240	MILLER	AIR PAC	KC247568		WELDER
WEL-241	LINCON	LN-25	186196	1992	WIRE FEEDER
WEL-242	LINCON	SA-200	1150358	1991	WELDER
RC-243	WACKER	RT-820 RC	764401531		RC COMPACTOR
TS-244	STIHL	MS250	254164212	2004	CHAINSAW
DP-245	HOMELITE	DIAPHRAME	2842491	USED	DIAPHRAME
WTP-246	RICE	DIAPHRAME	16710		TEST PUMP
WTP-247	RICE	DPH-3B	205215666	2005	TEST PUMP
WEL-248	LINCON	POW/MIG K2326-1	U1050807649	2/6/2006	MIG WELDER
PCUT-249	LINCON	PRO CUT 55	U1040407577	2/6/2006	PLASMA CUTTER
RC-250	WACKER	RT-820 RC	NO #		TRENCH COMPACTOR
SP-251	WACKER	PS-2" 750	5823905	USED 7/10	2"EL. PUMP
FB-252	FRUEHAUF		1H2P04531MW060601	1991	FLATBED
RD-253	SULLAIR	MRD-55	443	2009	AIR ROCK DRILL W/WATER
PB-254	SULLAIR	MPB-60A	2910986P	2008	60lb BREAKER
		42" & 48"	PIPE		
TBX-256	D&J	8X24	PIPE	96	TRENCH BOX
TBX-257	AMERICAN	8"DSW10' X 28'	ASI 010315+D36		TRENCH BOX
WTP-259	RICE	DPH-2B	20217317	2007	TEST PUMP
MH-260	D&J	8X8X13			
MH-261	AMERICAN	8"SDW-10X10MH	ASI-050102		MANHOLE BOX
HC-263	D&J	6"16'	4" WALL	1992	HOUSE CONN
MH-264	D&J	10"X12'		PIPE	MANHOLE BOX
SV-265					
SV-266					
ST-267	UTILITY	45'/WLIFT GATE	1UVYS245XPC075901	1993	VAN TRAILER
ST-268	UTILITY	45'/WLIFT GATE	1UYVS2451PC75902	1993	VAN TRAILER
SC-269	20' LOCK BAR	20'	#116		20' CONTAINER
ST-270	HOVER	1 AXLE		?	BOX TRAILER
SC-271	20' LOCK BAR	20'	#96		20' CONTAINER
ST-272	BROWN	2 AXLE	R652662	1965	BOX TRAILER
ST-273	?	1 AXLE		1965	MECH TRAILER
ST-274	STRICK	2 AXLE			BOX TRAILER
ST-275	AMERICAN	1 AXLE			INSULATED BOX
ST-276	FRUEHAUF	2 AXLE	HPS508129	1973	BOX TRAILER
ST-277	FRUEHAUF	2AXLE	HSP508130	1973	BOX TRAILER
ST-278	STRICK	2 AXLE	1S12E8459KD320213	1989	BOX TRAILER
SP-279	BJM	R-750 / 2"	56358	2006	SUB-PUMP+F36
SP-280	TSURUMI	HSD2.55S-60	B-10099685	2006	SUB-PUMP

SP-281	BJM	R-400 - 2"	44181	2005		SUB-PUMP
SP-282	BJM	R-400 - 2"	44184	2005		SUB-PUMP
SP-283	BJM	R-400 - 2"	44178	2009		SUB-PUMP
SP-284	BJM	R-400 - 2"	66819	2009		SUB-PUMP
PM-285	DITCH WITCH	PT-20-2.25"	CMWPT20XA60000248	1/8/2007		POWER MOLE
	DITCH WITCH	PT-20-2.25"	9Z0075	6/29/1905		POWER MOLE
PM-286	VERMEER	RTM-018	117021	3/1/2007		POWER MOLE
EP-287	BJM	R750/2"	37837	2004		SUB /PUMP
EP-288	BJM	R750/2"	39352	2004		SUB /PUMP
EP-289	BJM	R750/2"	39353	2004		SUB /PUMP
DP-290	DEWTER	J37-230T	41314	2/9/2004		3" WIDE BODY
RS-291	TARGET	PRO-65-II	188059	1994		ROAD SAW
EP-292	DEWTER	J37-230T	41315	2/9/2004		3" WIDE BODY
EP-293	BJM	R750/2"	39354	5/4/2004		SUB /PUMP
EP-294	BJM	R750/2"	39355	5/27/2004		SUB /PUMP
EP-295	MULTIQUIP	ST2010C	416244	5/27/2004		SUB /PUMP
EP-296	MULTIQUIP	ST2010C	416246	5/27/2004		SUB /PUMP
P-297	GODWIN	CD150M	885286			6"PUMP
EP-298	FLIGHT		947000932			3" SUB
RS-299	SUN BELT	24"		9/5/2005		ROAD SAW
MS-300	SUPPLIES	M-124				
MS-301	SUPPLIES	PAULS TRUCK				
MS-302	SUPPLIES	IN SHOP				
WS-303	WINTER	SUPPLIES				
MS-304	SUPPLIES	IN 113				
310	SHOP	EQUIP				
EP-312	TSURUMI	LB3-750	10413726	2009		2" EL SUB PUMP
DP-313	RIVERSIDE	DP3H	RPM080716003	2009		3"DIAPHRAME PUMP
G-314	B&S	5500WATT	1013164381	2006		GEN SET
RC-315	WACKER	RT-820 RC	5063875	1999		RC COMP
RC-316	WACKER	RT-820 RC	5211805			TRENCH ROLLER
DP-317	THOMPSON	7400 12"	741029			DEWATERING PUMP
EP-318	MODY	M304T	6498	2005		3 "
EP-319	MODY	M304T	6499	2005		3 "
RB-321	TERRAMITE	TSS-38	70599	1999		ROAD BROOM
RB-322	TERRAMITE	TSS-38	71199	1999		ROAD BROOM
RB-323	LAY-MOR	6HB	25523001	1998		ROAD BROOM
RB-324	LAY-MOR	8HB	8B-220439311008	?		ROAD BROOM
PM-326	DITCH WITCH	P-55839	P-55839-F5564	2009	NEW 9/15/09	POWER MOLE
CM-327	?		CG752534	?		CONCRETE MIXER
FM-328	McElroy 6"/18"	A8169801	C26603	2008		POLY PIPE WELDER
V-329	MAKASA	PMA-2	820282			VIBRATOR
PH-330	ASM	B165DT	16908103	2005		PORTABLE HEATER
PH-331	DAYTON	3VE50	310001085	2005		PORTABLE HEATER
EP-334	TSURUMI	LB3-750	B-10413577	6/68/09		2" 1 HP SUB. PUMP
EP-335	BJM	R750/2"	100236	2008		2" 1 HP SUB. PUMP
EP-336	BJM	R750/2"	100237	2008		2" 1 HP SUB. PUMP
EP-340	MODY	M304T	D71308	5/10/2007		3" 230V 3PH PUMP
EP-341	MODY	M304T	D71309	5/10/2007		3" 230V 3PH PUMP
EP-342	MODY	M304T	D71313	5/10/2007		3" 230V 3PH PUMP
EP-343	MODY	M304T	D81609	6/20/2008		3" 230V 3PH PUMP
TP-344	RIVERSIDE	TP-3H	RPM070328023	6/23/2008		3" TRASH PUMP
DP-345	RIVERSIDE	DP-3	RPM08606005	6/23/2008		3"DIAPHRAME
RD-348	CP	CP32ACE	0815VO54N	?	USED	7/8" AIR ROCK DRILL
RD-349	AMERICAN PN.	MOD 137	1093M137	?	USED	7/8" AIR ROCK DRILL
TP-350	WACKER	PT-3A		7/6/2007		3" TRASH PUMP
DP-351	HOMLITE	111-DP3	NONE	?		3" DIAPHRAME
TP-352	HONDA	WT-30X	1124396	10/17/2007		3" TRASH PUMP
TS-353	STIHL	MS-250/16"	272457161	6/8/2008		16" CHAIN SAW
CS-354	STIHL	TS-420	169340018	4/28/2009		CUTOFF SAW
JJ-355	MUSTANG	MR-80		10/510		JUMPING JACK
BL-356	GENERAL	GP-8	33202H	10/510		GAS POWER AIR BLOWER
BL-357	US.LIGHT POWER	B800U36	331504-1	10/510		EL. POWER AIR BLOWER
TJ-359	HYD . SHORING	6 JACKS		8/1/1993		
GP-360	GRAVEL	POT		10/10/2004		
EP-361	MODY	M304T	6535	11/4/2005		3"
EP-362	MODY	M304T	6536	11/4/2005		3"
EP-363	MODY	M304T	6537	11/4/2005		3"
EP-364	MODY	M304T	6529	11/9/2005		3"
EP-365	MODY	M304T	6530	11/9/2005		3"

EP-366	TSURUMI	LB3-750	B-10146629	11/5/2006	2"
EP-367	GODWIN	GSP-35-3HV	173314	2/2/2006	3"
EP-368	GODWIN	GSP-35-3HV	186905	2/2/2006	3"
JJ-370	MAKASA	MT-65+C36	P-9784	3/26/2009	JUMPING JACK USED
CS-371	STIHL	TS-420	170905117	7/14/2010	CUTOFF SAW
TS-372	STIHL	MS-290	282876837	7/22/2010	CHAINSAW
G-376	LIFAN	7000 WATT	?	3/26/2009	7000 WATT GEN SET
G-377	LIFAN	3750 WATT	60066615	3/26/2009	3750 WATT GENSET
SC 381	EXTEC	ROBOTRAC	8410	8/12/2004	P SCREEN / TRACK
EP-385	MODY	M304T	80154	6/7/2007	3" SLIMLINE PUMP
EP-386	MODY	M304T	D3680155	6/7/2007	3" SLIMLINE PUMP
AC-400	GUEST IND.	MOD 18"			PIZZA CUTTER
FO-401	GUEST IND.	8008R	CLAMP ON FORKS	6/21/2006	FORKS
AC-402	GENERAL	MOD 190 C			PIZZA CUTTER
AC-403	GENERAL	MOD 190 C	26931	11/1/1995	PIZZA CUTTER
AC-404	GENERAL	MOD 190 C		8/3/2003	PIZZA CUTTER
AC-405	GUEST	MOD. 18		8/3/2003	PIZZA CUTTER
BC-409	ATLAS	13'			4 WAY CABLE
BC-410	ATLAS	16'		11/1/1994	4 WAY CABLE
HB-411	GIETH	36"	PC-400 HOE BUCKET	1/26/2010	REBUILT 1/10
HB-412	ESSCO	30"	PC400LC8	1/1/2010	1.37YARD HOE BUCKET
HB-413	ESSCO 30"	SER # RH92527	PC-300 HOE BUCKET	4/10/2010	HOE BUCKET
HB-421	ESSCO	36"PC-400			HOE BUCKET
HB-422	ESSCO	30"PC-400			HOE BUCKET
HB-423	ESSCO	48"PC-180			HOE BUCKET
HB-424	ESSCO	32"PC-180			HOE BUCKET
HB-425		24"PC-180			HOE BUCKET
HB-426	ESSCO	30"PC400LC5			HOE BUCKET
HB-428	ESSCO	42"PC400LC5			HOE BUCKET
HB-429	ESSCO				HOE BUCKET
HB-430		30"PC-400LC-5	NEW	2001	HOE BUCKET
HB-431	RBA	30" / PC-100	NEW	2004	HOE BUCKET
HB-432	RBA	24" / PC-100	NEW	2004	HOE BUCKET
HB-433	RBA	18" / PC-100	NEW	2004	HOE BUCKET
TH-434	AIM	36" / 100LB CLASS	ON PC-400	2001	THUMB
HB-435	GIETH	12"WB-140/150	236642	2007	HOE BUCKET
ST-436	EASY CLEAN	M-HEAVY MAGNUM	4743	2003	PRESURE WASHER
HB-437	HENSLEY	30" HOE BUCKET		2009	HOE BUCKET
HB-438	ESSCO	24" PC-158USLC-2		2009	HOE BUCKET
HB-439	CP	CP-140-18"		2010	HOE BUCKET
CC-440	FORD	F-350	1FTSW31P93EB00352	2003	4X4 CREW CAB PICKUP
CC-441	FORD	F-350	1FTSW31FX1EA70590	2001	4X4 CREW CAB PICKUP
CC-442	FORD	F-350	1FDSW35P83ED16750	2003	4X4 CREW CAB ULT
M-443	CHEVY	3500HD	1GBKC34FXYP402024	2000	ULT. TRUCK
T-444	MACK	COE	VG6M112B6HBO65739	1987	DUMPING FLAT
T-445	FORD	F-800	1FDNF80C2SVA01942	1995	SINGLE AXLE DUMP
T-446	GMC	TOPKICK	1GDM7H1J5PJ512999	1993	SINGLE AXLE DUMP
T-447	FORD	F-800	1FDYK84AOLVA09332	1990	SINGLE AXLE DUMP
VT-448	INTER	4300	IHTMMAAM32H506975	2002	SINGLE AXLE VAC TRUCK
FL-449	FONTAINE	STEP DECK	25290	1974	STEP DECK TRAILER
L-450	DIALAGRADE				PIPE LASER
L-451					PIPE LASER
L-452					PIPE LASER
L-453	SPECTRA PHY.	MOD 1165	SER 6255		PIPE LASER
CS-456	STIHL	TS-760			
CS-457	STIHL	TS-400-14"	166128478	12/21/2006	CUTOFF SAW
CS-458	STIHL	TS-400-12"	52993959	12/28/2001	CUTOFF SAW
CS-459	STIHL	TS-400-14"	165869403	9/15/2006	CUTOFF SAW
CS-460	STIHL	TS-400-14"	161409068	3/17/2004	CUTOFF SAW
CS-461	STIHL	TS-400-14"	162731814	1/5/2005	CUTOFF SAW
CS-462	STIHL	TS-400-14"	164974532	11/25/2008	CUTOFF SAW
CS-463	STIHL	TS-400-14"	163199961	3/18/2005	CUTOFF SAW
TS-464	STIHL	MS-290	264385174	5/4/2005	CHAINSAW
CS-465	STIHL	TS-400-14"	163368341	5/18/2005	CUTOFF SAW
CS-466	STIHL	TS-400-14"	166066495	11/30/2006	CUTOFF SAW
CS-467	STIHL	TS-400/14"	166562255	3/7/2007	CUTOFF SAW
TP-468	HONDA	WT30X	1113276	9/27/2005	TRASH PUMP
TS-469	STIHL	MS-290/18"	272946273	1/17/2008	CHAINSAW
CS-470	STIHL	TS-400/14"	162555263		CUTOFF SAW
TS-471	STIHL	MS361/16"/20"	269773161	1/24/2007	CHAINSAW

CS-472	STIHL	TS-400/14"	166129126	1/19/2007	CUTOFF SAW
CS-473	STIHL	TS-400/14"	166562338	3/23/2007	CUTOFF SAW
CS-474	STIHL	TS-420/14"+C517	170132806	11/7/2008	CUTOFF SAW
TS-475	STIHL	MS-361	269773190	7/26/2007	CHAINSAW
VP-476	WACKER	1550A	6613402	8/8/2007	PLATE TAMPER
CS-477	STIHL	TS-420	168398313	12/18/2007	CUTOFF SAW
CS-478	STIHL	TS-400	164511202	8/6/2008	CUTOFF SAW
CS-479	PARTNER	K750	20081101272	8/6/2008	CUTOFF SAW
TS-480	STIHL	MS-290 /18"	274213541	5/23/2008	CHAINSAW
CS-481	STIHL	TS-420	170132786	10/30/2008	CUTOFF SAW
CS-482	STIHL	TS-420	170746601	6/15/2010	CUTOFF SAW
CS-483	STIHL	TS-420	172606802	11/1/2010	CUTOFF SAW
CV-484	MUSTANG	CV3500	NO Ser #	10/19/2010	CONCRETE VIBRATOR
CV-485	MUSTANG	CV3500	NO Ser #	10/19/2010	CONCRETE VIBRATOR
CS-486	STIHL	TS-420	172653744	12/2/2010	CUTOFF SAW
P-489	DODGE	DAKOTA EXT CAB	1D7HE22K36S633920	2006	EXT CAB PICKUP
TR-490	LANDOLL	930C 35 TON	1LH930VH211011704	2001	48' STEP DECK TRAILER
CS-492	STIHL	TS-400-12"	52993984	12/28/2001	CUTOFF SAW
CS-493	STIHL	TS-420	16872709	7/13/2008	CUTOFF SAW
CS-494	STIHL	TS-420	168727231	7/13/2008	CUTOFF SAW
TP-499	WACKER	PT2	5560757	1/31/2008	2" TRASH PUMP
CS-500	STIHL	TS-400-14"	160876252	6/25/2004	CUTOFF SAW
CS-501	STIHL	36	38396803	9/1/2000	CUTOFF SAW
TS-502	STIHL	TS-760	46769117	9/1/2000	CHAIN SAW
CS-503	STIHL	TS-400 / 14"	345729534	6/1/2001	CUTOFF SAW
TS-504	STIHL	TS-760	247839546	6/1/2001	CHAIN SAW
CS-505	STIHL	26	45733987	6/11/2001	CUTOFF SAW
TS-506	STIHL	TS-400 14"	50017537	8/1/2001	CHAIN SAW
CS-507	STIHL	TS-420	170934973	7/26/2010	CUTOFF SAW
CS-508	STIHL	26	151718798	SEP-01	CUTOFF SAW
TS-509	STIHL	26	51290502	SEP-01	CHAIN SAW
JJ-510	WEBER	SRV-65	1003492	11/10/2001	JUMPING JACK
JJ-511	WEBER	SRV-65	300501	11/6/2003	JUMPING JACK
JJ-512	WEBER	SRV-65	301487	3/18/2004	JUMPING JACK
JJ-513	WEBER	SRV-65	301499	3/4/2004	JUMPING JACK
JJ-514	WEBER	SRV-65	404766	9/15/2004	JUMPING JACK
JJ-515	WEBER	SRV-62	500934	5/18/2005	JUMPING JACK
JJ-516	WEBER	SRV-62	501519	7/14/2005	JUMPING JACK
JJ-517	WEBER	SRV-62	503600	9/27/2005	JUMPING JACK
JJ-518	WEBER	SRV-62	6005081	9/15/2006	JUMPING JACK
JJ-519	STOW	VRC-60HD	76326160		JUMPING JACK
TS-520	STIHL	MS-360/20"	261285810	12/3/2003	CHAIN SAW
TS-521	STIHL	MS-360/20"	261285814	12/3/2003	CHAIN SAW
TS-522	STIHL	MS-260/16"	261026656	3/18/2004	CHAINSAW
TS-523	STIHL	MS-260	261414106	3/26/2004	CHAINSAW
TS-524	STIHL	TS-400 14"	162014321	7/20/2004	CUTOFF SAW
JJ-525	WACKER	B550-2	5346852		JUMPING JACK
G-530	B&S	5500 WATT	1013164371	1/11/2007	GEN SET
G-531	B&S	5500 WATT	1013164380	1/11/2007	GEN SET
G-532	B&S	5500 WATT	1012657156	6/19/2007	GEN SET
G-533	B&S	5500 WATT	1012657155	12/7/2007	GEN SET
CB-540	GAR-BRO	CS35 67"			CONCRETE BUCKET ROUND
CB-541	GAR-BRO	2 54"LAYDOWN			CONCRETE BUCKET
C-542	I.R.	P-100WJD	275865UDH210	10/19/2010	100 CFM AIR COMPRESSOR
C-543	I.R.	P-185WJD	278028UGH221	10/19/2010	185 CFM AIR COMPRESSOR
M-551	BEST	65CM	2500126	3/10/2001	MIXER
M-552	BEST	65CM	322001148	9/26/2001	MIXER
HD-559	BOSCH	1126EVS		3/24/2010	EL HAMMER DRILL 1 1/2"
AG-560	I.R.	231 C	NONE	10/4/2006	1/2" AIR IMPACT GUN
AG-561	I.R.	231C	NONE	10/26/2006	1/2" AIR IMPACT GUN
AG-562	PITTSBURGH	29-Dec	NONE	12/4/2006	3/4" AIR IMPACT GUN
PB-565	I.R.	MX-90	050W1229	10/27/2006	PAV. BREAKER
PB-566	I.R.	MX-90	050W1221	10/27/2006	PAV.BREAKER
PB-567	I.R.	MX-90		3/23/2007	PAV.BREAKER
PB-568	I.R.	MX-90		3/23/2007	PAV.BREAKER
CH-567	I.R.	95-LA	G06J30812	2/22/2007	CHIPPING HAMMER
BL-570	RIPCORDER	24"	RP 24-034	10/1/2004	BLOWER
BL-571	RIPCORDER	24"	RP 24-035	10/1/2004	BLOWER
BL-572	RIPCORDER	24"	92104111	10/1/2004	BLOWER

BL-573	REDMAX	EB7001	219733	9/19/2005	BACKPACK BLOWER
BL-574	GENERAL	GP-8 HONDA 4.0	H24810	7/6/2007	MANHOLE BLOWER
PF-580	CENTRAL	TE-4B	559-2854		POLY PIPE WELDER
PF580-1	CENTRAL	1 1/4" PIPE DIES			
PF580-2	CENTRAL	1 1/2" PIPE DIES			
PF580-3	CENTRAL	2" PIPE DIES			
M-585	GMC	3500	1GTGC34R6YR220959	2000	ULT. TRUCK
P-586	CHEVY	1500 EXT	1GCEK19T21E189340	2001	EXT CAB 8' 4X4 P/U
BOR-590	FITZSMMONS	HVBD10	521A/B-397	6/22/1905	HYD. POWER PACK
BOR-591	POW-R MOLE	PD-6	1406		MOLE PUSHER
601	MILLER	M-52	93490V	3/1/2002	MANWINCH & TRIPOD
602	MILLER	M-52	93808V	3/1/2002	MANWINCH & TRIPOD
603	MILLER	M-52	92992V	3/1/2002	MANWINCH & TRIPOD
604	MILLER	M-52	93809V	3/1/2002	MANWINCH & TRIPOD
605	MILLER	M-52	93701V	3/1/2002	MANWINCH & TRIPOD
606	MILLER	M-52	93044V	3/1/2002	MANWINCH & TRIPOD
607	MILLER	LIFE LINE	18952R	3/1/2002	MANWINCH & TRIPOD
608	MILLER	ROPE WINCH	305	3/1/2002	
609	MILLER	M-52	65716V	11/8/2006	MANWINCH & TRIPOD
620			G-262541499		AIR MONITOR
P-621	FORD	F-150 SUPER CAB	1FTPX14V49KB36123	6/19/2009	EXT CAB 4X4
LB-631	TOPCON	TPL-4AV	VE-0192		PIPE LASER
LB-632	TOPCON	TPL-4AV	VE-0194		PIPE LASER
M-623	BEST ?				MIXER
641	MULLER	B-101	500664	8/3/2003	TAPPING MACHINE
642	MULLER	H603	2980	8/3/2003	POWER HEAD
643	MULLER	B-101		1/5/2007	TAPPING MACHINE
644	MULLER	H-603	4078	1/5/2007	POWER HEAD
645	MULLER	B-101		1/5/2007	TAPPING MACHINE
646	MULLER	H-603	4076	1/5/2007	POWER HEAD
647	MULLER	D-5		2/7/2007	
TM-A36648	MULLER	B-101	NO #	?	TAPPING MACHINE
650		GAS			
651		DIESEL FUEL			
665		ANTIFREEZE			
670		HYD OIL			
675		ENG OIL			
680		OIL & LUB			
681		WASTE OIL			
682		LIFTING EQ			
683	KENCO	BARRIER LIFT	KL 12000 9" LIFT	5-Sep	SER #SF119091305A9
684	FELCO	WHEEL COMP.	FITS LINK BELT 2650		
GD-701	ALTAIR 4		23444	5/18/09	GAS DETECTOR
GD-702	ALTAIR 4		65675-H10	8/31/10	GAS DETECTOR
GD-703	ALTAIR 4 X			9/17/10	GAS DETECTOR
GD-704	ALTAIR 5			9/17/10	GAS DETECTOR
EXT-721			3 PHASE		10-4 EXTENTION CORD
EXT-722					10-4 EXTENTION CORD
EXT-723					10-4 EXTENTION CORD
EXT-724					10-4 EXTENTION CORD
EXT-725					10-4 EXTENTION CORD
EXT-726					10-4 EXTENTION CORD
SV-752	INTER	1652C	1HTMGABL4SH627284	1905	SUPPLY VAN
SV-753	INTER	1652C	1HTMGABL2SH627283	1995	SUPPLY VAN
SC-780	LOCKBAR	20'	605595-6	2000	20' LOCKBAR CONTAINER
SC-781	LOCKBAR	20'	271151-0	2000	20' LOCKBAR CONTAINER
798	CLEANING	AND LINING	MATERIALS		
799	BYPASS	MATERIALS			
L FAB-800	LINING	FABRICATION			
RT-801	FORD	C-8000	1FDWD80U4FVA19254	1985	RODDER TRUCK
T-802	FORD	F-800	1FDXF80E5SVA13061	1995	DUMP TRUCK
T-803	FORD	F-800	1FDXK84N9GVA01315	1986	DUMP TRUCK
T-804	FORD	F-600	1FDPK74N6DVA30759	1983	FLAT BED
T-805	FORD	F-800	1FDXK84A8JVA09510	1988	WINCH TRUCK
T-806	FORD	F-800	1FDXT84A9HVA12360	1986	WINCH TRUCK
T-807	GMC	7000	T17DEAV606292	1980	LINING RIG
T-808	FORD	ULT.	1FTHX26H4GKB34841	1986	ULT TRUCK
W-809				?	DOUBLE SPOOL WINCH

TR-810	E BEAVER	9 TON	11200D306HSO90180	1987		TAG TRAILER
TR-811	E BEAVER	9 TON	1120BD305HSO90455	1987		TAG TRAILER
C-812	IR	185	165639 U88 329	1988		AIR COMPRESSOR
C-813	IR	185	161325 U87 957	1985		AIR COMPRESSOR
HL-814	CASE	580K	17423004	1989		BACKHOE LOADER
RD-815	SRECO	HS461 TR	L921955	1992		PORTABLE RODDER
BB-816	COLAZO					ELECTRIC BB WINCH
T-817	INTER		1HTLFCFNXJH577009	1988		WINCH TRUCK
LR-818	KELLER					LINING RIG
FT-819	CENTERVILLE	2 AXLE	1C9BT1423Y1752177	Apr-00		6' X 14' G36FLAT TRAILER
T-820	GMC	7500	1GDM7H1C4XJ518861	1999		HYD WINCH
T-821	FORD	F-700	1FDWK74A8KVA08638	1989		DAKOTA WINCH TRUCK
T-822	INTER	4700	1HTSCACMXRH599012	1994		DAKOTA WINCH TRUCK
T-823	FORD	CARGO 8000	1FDXH81E9PVA38657	1993		FLAT BED
T-827	CHEV	KODIAK	1GBM7H1J6MJ104080	1991		DUMP
T-8T-828	FORD	F-800	1FDXF80C0SVA43986	1995		DUMP
S-829	INTER	1652	1HTMGABL7SH627408			TOOL F36COMPRESSOR
P-830	FORD	F-250	3FTNW20F31MA04871	2001		CREWCAB
P-831	FORD	F-150 EXT	1FTEX14Y6RKB7253	1994		EXT CAB PICKUP
P-832	DODGE	MEGA CAB 4 DOOR	3D7KS19D96G263368	2006		1500 4 DOOR PICKUP
BP-840	BYPASS	PIPE/FITTINGS	VALVES/HOSE			
PW-845	CRAFTSMAN	3000 PSI		2006		PRESSURE WASHER
PW-846		2550 PSI	1013791257	2007		PRESSURE WASHER
G-847	B & S	MOD. 01933+CC36	1013922466	2008		6500 WATT GEN SET
VP-851	WEBER	CF-2HO	200092B	2006		PLATE COMP
JJ-852	WEBER	SRV62	5010058	2006		JUMPING JACK
TR-860	QUALITY	WSS EH 6'5"X 16'	5NDFS16206S002434	2006		LINING HOSE TRAILER
PB-861	I.R.	MX-90	G05C12170	2006		PAVEMENT BREAKER
PB-862	I.R.	MX-90	G06J30114	02/15/07		PAVEMENT BREAKER
PB-863	I.R.	MX-90	G06J30123	02/15/07		PAVEMENT BREAKER
CH-864	I.R.	WIGAN WN24EZ	S97D07A4A	07/01/05		20LB ?
CH-865	I.R.	WIGAN WN24EZ	SO3H00548	01/12/10	USED	30LB HAMMER
CH-866	I.R.	95LA1	G06A30772	1/30/2007		30LB HAMMER
CH-867	I.R.	95LA1	G06J30806	2/1/2007		30LB HAMMER
CH-868	I.R.	95LA1	GO6H29738	2/5/2007		30LB HAMMER
CH-869	I.R.	95LA1	GO6H29741	2/8/2007		30LB HAMMER
AT-870	I.R.		G04M49625	2006		AIR TAMPER 45 LB
G-871	MULTIQUIP	GA 9.7 HZ	4587756	2003		9.7 KW GEN SET
FM-872	FRIAMAT		FR0630059	2006		FUSION MACHINE
FM-873	MC ELROY	6/18" AT807502	24577	2008	PIT BULL	FUSION MACHINE
FM-873	MC ELROY	A1889801	26603	2008		ROLLING BASE
TP-880	WACKER	PT3A	672906967	?		TRASH PUMP
TP-881	HOMELITE	3"	H02960145	?		TRASH PUMP
CS-882	STIHL	TS420	170757838	2010	NEW	CUTOFF SAW
CS-883	STIHL	TS420	170824076	2010	NEW	CUTOFF SAW
TP-884	HOMELITE	3"	NO NUMBER	Briggs	used	TRASH PUMP
TP-885	HOMELITE	3"	NO NUMBER	Briggs	used	TRASH PUMP
DP-886	HOMELITE	3"	NO NUMBER			DIAPHRAME PUMP
CS-890	STIHL	TS-400/14'	164333751	4/25/2006		CUTOFF SAW
CS-891	STIHL	TS-400/14'	164333756	5/7/2008		CUTOFF SAW
CS-892	STIHL	TS-420/14'	170132767	11/7/2008		CUTOFF SAW
CS-895	STIHL	TS-400/14	16497432	7/25/2006		CUTOFF SAW
TS-896	STIHL	MS-290/18"	268143800	7/25/2006		CHAINSAW
CS-897	STIHL	TS-400/14"	166496907	5/2/2007		CUTOFF SAW
CS-898	STIHL	TS-420/14'	169499290	12/11/2008		CUTOFF SAW
DT-899	MONARK	PT-99	1800934	7/11/2006		POCKET TACH
LM-901	J & F TOOLS	A-16	2671	NEW 4/06		AIR LINING MACHINE
LM-902	J & F TOOLS	A-16	2379	USED		AIR LINING MACHINE
LM-903	J & F TOOLS	A-16	2380	USED		AIR LINING MACHINE
LM-904	J & F TOOLS	A-21	2112	NEW 4/06		AIR LINING MACHINE
LM-905	J & F TOOLS	A-21	2113	NEW 4/06		AIR LINING MACHINE
LM-906	J & F TOOLS	A-21	1057	USED		AIR LINING MACHINE
LM-907	J & F TOOLS	A-21	1058	USED		AIR LINING MACHINE
LM-908	KELLER	A-16	DAKOTA	USED		AIR LINING MACHINE
LM-909	KELLER	A-16	DAKOTA	USED		AIR LINING MACHINE
LM-910	KELLER	A-16	DAKOTA	USED		AIR LINING MACHINE
LM-911	KELLER	A-16	DAKOTA	USED		AIR LINING MACHINE
LM-912	KELLER	A-16	DAKOTA	USED		AIR LINING MACHINE
LS-913	METRA	20"	LINING SKID	USED		LINING SKID
LS-914	METRA	A-16	LINING SKID	USED		LINING SKID

Metra Industries
Cement Mortar Lining
Equipment List

Attachment A-Equipment List

GMC Cement Lining Rig
50 Kilowatt Generator
Essick Pump with electronic face shifter and 6" Hopper
Grout Mixer
Lining Machines
3" thru 12" Cement lining trowels

Cleaners 3" Thru 12" and assorted cleaning blades

1992 Sreco Rodder machine
1986 Ford F800 Winch Truck 45000 LBS With splitters
1987 Ford F800 Winch Truck 45000 LBS With splitters
Electric BB winch

Street rollers and pipe rollers
8' x 10' Steel plates 33

Bypass pipe and fittings 20,000 LF 2"
Bypass pipe and fittings 6,000 LF 4"

1000 Feet of 1 1/2 " titan high pressure grout hose
Miscellaneous couplings and valves 2" thru 12"
Miscellaneous Hardware

Essick Pump spare parts

1995 Ford F800 dump
1988 Ford F800 dump
1983 Ford F600 flatbed dump Truck
1987 Eager Beaver 9 ton Trailer
1987 Eager Beaver 9 ton Trailer
1987 IR air Compressor
1988 IR air Compressor
1996 Mclean Vibro Rammer
1993 IR Tamper/rammer
1993 Ditch witch piece arrow Missile
1989 580K Case extendahoe
1996 homelite trash pump
1993 homelite 3" pump
1993 homelite 3" pump
Miscellaneous equipment
3 Mueller tapping Machines #5 and D100 Model#1
1 concrete pipe sewer tapping machine
4 pavement breakers 90LB.
1990 utility truck

METRA INDUSTRIES

50 Muller Place
Little Falls, New Jersey 07424
(973) 812-0333
FAX (973) 812-0330

**2006 Freightliner
JT-120 Sewer Cleaner**

**2010 Peterbilt
JT-180 Sewer Cleaner**

**2011 Peterbilt
JT-180 Sewer Cleaner w/ Tsunami Package**

**2006 F450 Box Truck
2007 CCTV Inspection Sys & Sonar Profiling &
2010 Laser pro System**

**2011 Peterbilt
JT-120 Sewer Cleaner**

2010 Trailer – Blazer

SECTION 00491

BIDDER'S QUALIFICATION STATEMENT

5. List up to three (3) projects that are of the same or related nature to the one now being bid that you have completed in the last ten (10) years. For each project, list the name, address, and telephone number of the Owner and/or the Engineer/Architect, the original bid price, the completion date, and the completed contract price.

Please See Attached

6. List projects presently under construction by your firm, the dollar volume of the contract, the percentage complete of the contract, and the name and telephone number of the Owner and/or the Engineer/Architect.

Please See Attached

7. Have you ever failed to complete a contract awarded to you? YES _____
NO X If YES, state where and why.

1	City of Baltimore	Catonsville 48" Water Transmission Main	\$6,996,860.00	City of Baltimore DPW Dan Rocks 410-396-3671			9,000	Robert A. Deponte	10-03 to 5-05
1	Elizabethtown Water Co.	2" Eastern Transmission Phase 2 (Tunnel Jo	\$7,783,424.00	Carmine Tierno 908-654-1234			1,420	Robert A. Deponte	9-03 to 8-05
1	Baltimore City MD	Lower Moores Run MD Contract #801	\$6,267,024.00	Gordon Dick Heery International Engineering, 443-220-6043	5,665	45	1,400	Charles Schattler	2-06 to 2-07
1	Baltimore City MD	Stoney Run Interceptor Sewer Contract 838	\$5,876,905.00	Gordon Dick Heery International Engineering, 443-220-6043	1,610			Keith Dinardo	7-06 to 2-08
1	Lower Makefield PA	Canal 30" Interceptor Sewer Replacement	\$2,241,854.00	CKS Engineers, JJ Kelso, 215-340-0600	7,900	45		Charles Schattler	11-06 to 2-07
1	Stafford NJ	Ocean Acres 8" & 12" Water Main Extension Phase I	\$4,211,556.00	Schoor DePalma, John Villapiano 609-597-3123, (732) 539-7679			39,900	Stephan P. Dioslak	8-06 to 1-07
1	Stafford NJ 7/2007	Phase 3 Water main project	\$2,294,621.25	CMX Engineers, John Villapiano 609-597-3123 X-108, 732-539-7679			27,000	Stephan P. Dioslak	10-07 to 10-08
1	OCUA, NJ	AW IR-06 Area Wide Interceptor Rehabilitation - Sliplining & CIPP Work	\$3,140,800.00	OCUA, Neil O'Reagan, 732-269-4500	4,195	10		Robert DePonte	3-08 to 1-2010
1	OCUA, NJ	AW-IR-07 Area wide Interceptor Rehabilitation AW0606	\$2,657,000.00	OCUA, Neil O'Reagan, 732-269-4500	4,195	10		Robert DePonte	7-09 to 11-2010
1	Kearny NJ	Bergen Ave. Pumping Station & Force Main	\$3,587,717.50	Match Mott MacDonald Joint Venture 973-912-2571	7,360	9		Robert Hopken	11-08 to 1/2011
1	NJAWC, NJ	Bridgepointe 60-Inch Open Cut Transmission Main	\$2,779,320.48	Mike Wolan New Jersey American Water Company NJAWC 908-431-3241			7,248	Robert DePonte	5-08 to 8-09
1	CCMUA, NJ	Camden County Utilities Authority Gloucester City CSO Improvements 15" to 48" Sewers & Netting Structures	\$1,861,556.98	Andy Kricun Camden County Municipal Utility Authority 856-583-1223				Stephan Dioslaci	1-09 to 5/2010
1 *	Rockland County Sewer District NY	Western Ramapo Sanitary Sewer System The Flats 8" thru 36" sewers + tunnels etc.	\$11,154,271.40	Dianne Phillips / Michael Saber 845-365-6111	25,190	150		Charles Schattler	11-08 to 1/2011
1 *	Rockland County Sewer District NY	Western Ramapo & Western Hillburn San. Sewer System, 14" & 20" Force Mains, Tunnels, Gravity Sewers Etc.	\$8,713,792.11	Dianne Phillips / Michael Saber 845-365-6111	18,655	50		Charles Schattler	9-08 to 11/2010
1	High Point North Carolina	Improvements - predominantly 36" and 48" Gravity Sewers	\$5,876,599.00	Gregg Hall - City of High Point NC, 336-883-3168	24,000	82		Randy Smith	11/08 to 7/2010
1	Central DE County Auth, PA	Crumm Creek 18"-42" Sanitary Sewer Contract A Open Cut Excavation Project	\$10,657,040.00	Steve Beebe - Catanla Engineer Assoc, 610-532-2884	32,425	45		Charles Schattler	1/11 to 5/2012
1	Camden 2010	12" to 54" Sewer Reconstruction Project Phase III Various Locations City Wide	\$4,735,138.31	Jim Takacs - URS Corporation 215-908-8971	7,000	36		Stephan P. Dioslak	6/10 to 8/2011
1	Port Authority of NY/NJ	Water System Rehabilitation Northeast Area 8" to 12" DIP Water Mains	\$1,427,192.88	Charles Tynsdale, Port Authority 973-589-5457			7,405	Stephan P. Dioslak	9/12 to 10/2013
1	CCMUA, NJ	Atlantic Basin Interceptor Force Main Extension 16" 18" 24" Force Main + 36" Gravity Sewers, Contract 324	\$12,088,923.43	Andy Kricun Camden County Municipal Utility Authority 856-583-1223	53,373	13		Charles Schattler	5/1/12 - 9/30/13
1	WSSC, MD	Relocation 20" DIP Water Main Contract BT5138A10	\$4,567,201.20	Ahmed Balg, WSSC 301-206-8027		6	8,631	William Pugh	11/12 to current
1 *	Rockland County Sewer Dist	Spring Valley 21" & 24" Interceptor Sewer Improvement Project Phase I	\$3,074,622.45	Ala Hassan, RCSD 845-608-4953	6,100	34		Charles Schattler	2/13 to 10/2013
1	City of Baltimore, MD	Outfall Interceptor Sewer Cleaning Contract SC894	\$10,466,668.91	Michael Hellman, City of Baltimore 443-939-8988	20,325			Robert DePonte	10-11 to 4-14
1	City of Baltimore, MD	Dundalk Pumping Station's 36" & 48" Wastewater Pipe Force Main Replacement, Junction Chamber & Bypass Contract	\$6,157,810.00	Aurelian Nicolau, City of Baltimore 410-396-3671	5,500	5		William Pugh	8-13 to 12-14

REVISED 8/17/2016

1	DELCORA, Chester PA	Chester / Ridley Creek 30" DIP & HDPE Force Main Contract FW-1304-C	\$5,792,392.00	Thomas M. Klely, Gannett Flemming 610-650-8101 ext 7122	14,000	26	Charles Schattler	7-13 to 10/2013
1 *	Rockland Drainage Agency NY	Pascack Brook Bypass 15'x7' Box Culvert, Gravity Sewer, Storm Drain Spring Valley / Ramapo NY	\$8,716,239.62	Kent Rigg RCDA 845-638-5081	9,000	45	Charles Schattler	9-13 to 9-15
1	New Castle DE Artesian Water	1346 NEW 8" DIP on Old Harmony Rd, 600' of 2" sliplined inside of 6" on Old Milltown, 700' of 4" sliplined inside of 8" + 198' of new 4" & 6" on Limestone Road	\$580,000.00	Jason Wagner, Artesian Water Co 302-453-695		3,200	William Pugh	9/13 to 10/2013
1	City of Baltimore, MD	Improvements to the Western Portion of Sanitary Sewers in the Low Level Sewershed Contract SC913	\$7,443,134.00	Art Shapiro 410-396-3437				
3-75%	City of Baltimore, MD	Cleaning of the Outfall Interceptor & Relief Sewers - Phase II Contract SC934	\$8,961,850.00	Art Shapiro 410-396-3437				
1	Passaic Valley PVWC, NJ	Water Main Cleaning & Lining, Passaic Valley Water Commission Contract 14-B-25	\$4,197,540.00	Linda Beckering 973-340-4315				
3-70% *	Rockland County Sewer District	Sloatsburg Western Ramapo Sanitary Sewer - North Route 17 Contract WR03-03B	\$14,684,020.00	Dianne Phillips / Michael Saber 845-365-6111				
1	New Castle DE Artesian Water	Manette Heights Clean & CML 2750 ft of water mains	\$210,000.00	Jason Wagner, Artesian Water Co 302-453-695				
1	Montclair NJ	Replacement of Water Mains in Midland, Wilfred & Norwood	\$967,924.00	Gary Obszarny 973-744-4600				
1	City of Baltimore, MD	Baltimore City Frozen Water Lines Emergency Work	\$242,400.00	Art Shapiro 410-396-3437				
1	City of Baltimore, MD	1308K Urgent Need Metering Infrastructure Repair and Replacement Various Locations (Up To 2-inch Water Service)	\$3,184,415.00	Art Shapiro 410-396-3437				
3-40%	City of Baltimore, MD	1309K Urgent Need Metering Infrastructure Repair & Replacement Various Locations 3" & Larger Water Services	\$6,297,600.00	Art Shapiro 410-396-3437				
1	City of Baltimore, MD	1307K Urgent Need Metering Infrastructure Repair and Replacement Various Locations (Up To 2-inch Water Service)	\$3,324,915.00	Art Shapiro 410-396-3437				
3-50% *	Rockland County Sewer District	western Ramapo Sanitary Sewers - Overlook Dr, Eagle Valley Rd, Johnstown Rd & Grinder Pumps Contract WR03-06	\$7,465,155.00	Dianne Phillips / Michael Saber 845-365-6111				
3-25%	City of Baltimore, MD	1310K Urgent Need Metering Infrastructure Repair & Replacement Various Locations 3" & Larger Water Services	\$6,579,450.00	Art Shapiro 410-396-3437				
4	City of Baltimore, MD	water Contract WC 1347 AMI/K Urgent Need Metering Infrastructure Repair & Replacement Various Locations (Up to 2-	\$4,977,650.00	Art Shapiro 410-396-3437				
4	City of Baltimore, MD	Quad Avenue Wastewater Pumping Station Force Main Replacement Contract SC890	\$7,533,655.00	Art Shapiro 410-396-3437				
4	City of Baltimore, MD	water Contract WC 1348 AMI/K Urgent Need Metering Infrastructure Repair & Replacement Various Locations (Up to 2-	\$2,433,770.00	Art Shapiro 410-396-3437				
4	City of Baltimore, MD	Urgent Need Stream Repair 1 Environmental Restoration Contract 4036	\$2,489,305.00	Art Shapiro 410-396-3437				
1-FULLY COMPLETED PROJECTS								

REVISED 8/17/2016

2 Fully completed sub-contract projects	
3 Partially Completed projects showing percentage complete	
4-Recently awarded new projects that have not yet been started	

SECTION 00491

BIDDER'S QUALIFICATION STATEMENT

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

Liberty Mutual

239 Taunton Blvd., Suite B

Medford, NJ 08055

Please See Attached

Upon request, I agree to expand the foregoing statements.

Metra Industries

(name of Bidder)

By:

(authorized signature)

Stephan P. Dioslaki Bidders Authorized Representative

(individual's name & title)

END OF SECTION

METRA INDUSTRIES

50 Muller Place
Little Falls, New Jersey 07424
(973) 812-0333
FAX (973) 812-0330

TRADE BANK REFERENCES

COMPANY NAME: METRA INDUSTRIES

ADDRESS: 50 MULLER PLACE LITTLE FALLS, NJ 07424

PHONE NUMBER: 973-812-0333 FACSIMILE: 973-812-0330

TYPE OF BUSINESS: CONSTRUCTION STRUCTURE: CORPORATION

DATE OF INCORPORATION

1980-IN THE STATE OF NEW JERSEY

FEDERAL TAX IDENTIFICATION NUMBER

22-2314048

BANK REFERENCE

VALLEY NATIONAL BANK

ONE PASSAIC AVENUE FAIRFIELD, NJ 07004

PHONE: 800-522-4100

CONTACT NAME: KENNETH M. KIMMEL

GENERAL ACCOUNT NUMBER: 40899667

TRADE REFERENCES

ATLANTIC CONCRETE

PO BOX 129

TULLYTOWN, PA 19007-0098

PHONE: 215-945-5600

FACSIMILE: 215-945-5016

CONTACT: STEVE SCHLUSSEL

BRENT MATERIALS

325 COLUMBIA TURNPIKE #308

FLORHAM PARK, NJ 07932

PHONE: 973-325-3030

FACSIMILE: 973-325-7360

CONTACT: LINDA GARDNER

L/B WATER SERVICES, INC.

550 SOUTH HIGH STREET

P.O. BOX 60

SELINGROVE, PA 17870

PHONE: 443-250-6361

FACSIMILE: 570-374-7045

CONTACT: RICK WALSTON

DUNS#14-8637366

50 Muller Place
Little Falls, New Jersey 07424
(973) 812-0333
FAX (973) 812-0330

July 8, 2010

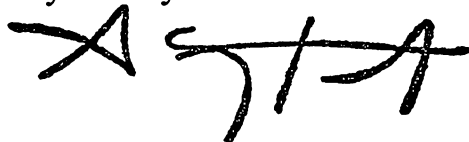
RESOLUTION

At a special meeting of the Board of Directors of Metra Industries, held on July 8, 2010, at which all the Directors were present, the following resolution was unanimously adopted:

Be it resolved that **Stephan P. Dioslaki**, Bidders Authorized Representative, is authorized to sign payment vouchers, proposals, bonds, bids and contracts on behalf of Metra Industries.

There being no further business, the meeting was adjourned.

Gary Stivaly

A handwritten signature in black ink, appearing to be 'G. Stivaly', written over a horizontal line.

President

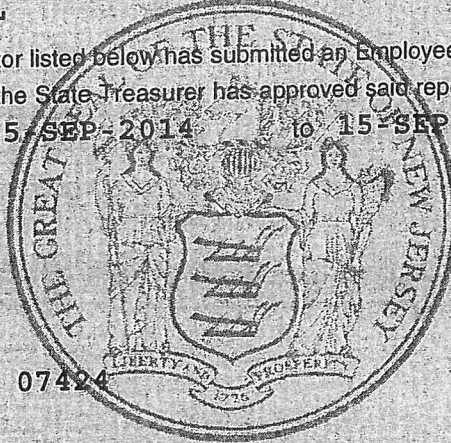
Certification 27157

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-SEP-2014** to **15-SEP-2017**

**METRA INDUSTRIES
50 MULLER PLACE
LITTLE FALLS**

NJ 07424



A handwritten signature in dark ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff
State Treasurer

09/07/04

SEP 13 2004

Taxpayer Identification# 222-314-048/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609) 292-1730.

I wish you continued success in your business endeavors.

Sincerely,

John E. Tully
John E. Tully, CPA
Acting Director

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 952
TRENTON, NJ 08646-0252

TAXPAYER NAME:

METRA INDUSTRIES, INC.

TAXPAYER IDENTIFICATION#:

222-314-048/000

ADDRESS:

50 MULLER PLACE
LITTLE FALLS NJ 07424

EFFECTIVE DATE:

06/23/80

FORM-BRC(08-01)

TRADE NAME:

SEQUENCE NUMBER:

0454837

ISSUANCE DATE:

09/07/04

John E. Tully
Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

Metra Industries

50 Muller Place
Little Falls NJ 07424
Phn: 973-812-0333
Fax: 973-812-6596

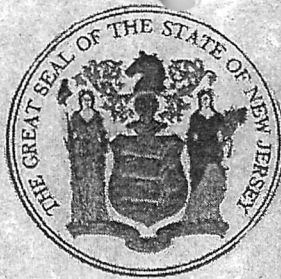
Metra Industries intends to utilize the following key individuals for the construction of this project:

- **Gary Stivaly**, President, Owner, and Founder of Metra Industries (since 1980), BSCE, MBA, Forty-Two years of overall experience. Extensive knowledge of all aspects of heavy construction, bridges, utility main installation, cement mortar pipe lining, pipe rehabilitation, slip lining. Oversee and organize and perform every aspect of ownership and running business and of constructing utility projects ranging up to \$20 million, working out of Metra Main Office and frequently visiting satellite offices and attending meetings as required.
- **Robert A. DePonte**, Vice President of Metra Industries, employee of Metra Industries for past 17 years. Thirty-eight years of overall experience. Extensive field and office knowledge of all aspects of heavy construction, bridges, underground utility main installation, pumping stations cement mortar pipe lining, pipe rehabilitation, slip lining. Oversee and organize utility projects ranging up to \$20 million, working out of Metra Main Office and frequently visiting satellite offices and attending meetings as required.
- **Stephan P. Dioslaki**, BSCE, Project Manager, Chief Estimator, employee of Metra Industries for past 19 years. Twenty-Four years of overall experience. Extensive knowledge of all aspects of heavy & underground utility main installation and pumping stations. Estimate, administrate, oversee utility projects ranging up to \$20 million, working out of Metra Main Office.
- **Joseph W. Dioslaki**, PE, Project Manager, Estimator, expertise in tunneling. Twenty-six years of overall experience. Extensive knowledge of all aspects of utility main installation. Estimate, administrate, oversee utility projects ranging up to \$20 million, working out of Metra Main Office.
- * **William Pugh** General Superintendent, 29 years of overall experience, currently overseeing utility construction being performed in New Jersey, Maryland and New York, working out of Metra's satellite offices
- * **Kirk Andressan** Job Superintendent, 29 years of overall experience, currently constructing Maryland Projects, working out of Metra's satellite offices
- * **Charles Schattler** General Superintendent, 32 years of overall experience, currently constructing Pennsylvania Projects, working out of Metra's satellite offices.

* Denotes if and as required

Certificate Number
29538

Registration Date: 09/03/2015
Expiration Date: 09/03/2017



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Metra Industries, Inc.
2015

Responsible Representative(s):

Gary Stivaly, President

Harold J. Wirths

Harold J. Wirths, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned
and may be revoked for cause by the Commissioner
of Labor and Workforce Development.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Metra Industries, Inc.
50 Muller Place
Little Falls, NJ 07424

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
239 Taunton Blvd. Suite B
Medford, NJ 08055
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

OWNER:

(Name, legal status and address)

City of Newburgh
City Hall, Fourth Floor, 83 Broadway
Newburgh, NY 12550

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Liberty & Grand Street Sewer Improvements Project Contract 1 - General Construction - Bid #4.17

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 7th day of June, 2017.


(Witness)

Metra Industries, Inc.

(Principal)

(Seal)

By:

(Title)

Stephan P. Droscher
Bidders Authorized Representative
Liberty Mutual Insurance Company

(Surety)

(Seal)

By:

Diane M. DiMartino, Attorney-in-Fact


(Witness) Kathleen M. Rowe



CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of \$1.00, lawful money of the United States of America, the receipt whereof is hereby acknowledged, paid the undersigned corporation, and for other valuable consideration, the Liberty Mutual Insurance Company organized and existing under the laws of the State of MA and licensed to do business in the State of NY certifies and agrees, that if contract for Liberty & Grand Street Sewer Improvements Project Contract 1 - General Construction - Bid #4.17

for City of Newburgh

is awarded to Metra Industries, Inc.

the undersigned Corporation will execute the bond or bonds as required of the contract documents and will become Surety in the full amount set forth in the contract documents for the faithful performance of all obligations of the Contractor.

Signed and sealed this 7th day of June, 2017.

Liberty Mutual Insurance Company

By: 

Diane M. DiMartino, Attorney-in-Fact

THIS POWER-OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7613383

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Diane M. DiMartino; Gary B. Kohan; Kathleen M. Rowe

all of the city of Medford, state of NJ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of February, 2017.



STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 1st day of February, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of June, 2017.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or other financial value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT — DECEMBER 31, 2016

Assets		Liabilities	
Cash and Bank Deposits.....	\$1,092,914,837	Unearned Premiums.....	\$6,929,723,299
*Bonds — U.S Government.....	1,406,763,970	Reserve for Claims and Claims Expense.....	17,233,877,300
*Other Bonds.....	11,379,916,523	Funds Held Under Reinsurance Treaties.....	208,362,823
*Stocks.....	10,349,761,988	Reserve for Dividends to Policyholders.....	944,909
Real Estate.....	290,265,760	Additional Statutory Reserve.....	39,649,905
Agents' Balances or Uncollected Premiums.....	4,709,977,463	Reserve for Commissions, Taxes and	
Accrued Interest and Rents.....	112,757,395	Other Liabilities	<u>3,061,117,958</u>
Other Admitted Assets.....	<u>14,659,523,751</u>	Total	<u>\$27,473,676,194</u>
		Special Surplus Funds.....	\$95,257,334
		Capital Stock.....	10,000,000
		Paid in Surplus.....	9,229,250,104
		Unassigned Surplus.....	7,193,698,055
		Surplus to Policyholders.....	<u>16,528,205,493</u>
Total Admitted Assets.....	<u>\$44,001,881,687</u>	Total Liabilities and Surplus.....	<u>\$44,001,881,687</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2016, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 23rd day of March, 2017.

TAMIKOLAJEWSKI

Assistant Secretary

**CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW
YORK INSURANCE LAW**

STATE OF NEW YORK
DEPARTMENT OF FINANCIAL SERVICES

It is hereby certified that

Liberty Mutual Insurance Company

Of Boston, Massachusetts

a corporation organized under the laws of the State of Massachusetts and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of \$16,528,205,493 (Capital \$10,000,000) as is shown by its sworn financial statement for the year ending December 31, 2016 on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.



In Witness Whereof, I have

unto set my hand and affixed

official seal of this Department
in the City of Albany, this

1st day of March, 2017.

Maria T. Vullo
Superintendent

By *Jacqueline Catalfamo*

Jacqueline Catalfamo
Special Deputy Superintendent

SURETY ACKNOWLEDGMENT

STATE OF New Jersey

COUNTY OF Burlington

On this 7th day of June 2017

before me personally came Diane M. DiMartino

to me known, who, being by me duly sworn, did depose and say that she resides in:

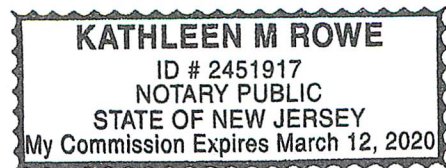
Medford Lakes, New Jersey

that she is the Attorney-in-Fact for Liberty Mutual Insurance Company

the corporation described in and which executed the foregoing instrument; that she knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by said corporation, and that she signed her name thereto by like order.



Notary Public
Kathleen M. Rowe



Attachment 1
New York State Environmental Facilities Corporation
EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT
NEW YORK STATE REVOLVING FUND (SRF)

I, Stephan P. Dioslaki, am the authorized representative of Metra Industries.
Name of Representative Name of Contractor/Service Provider
I hereby certify that Metra Industries will abide by the equal employment
Name of Contractor/Service Provider
opportunity (EEO) policy statement provisions outlined below.

- (i) The Contractor will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination and will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on Contracts relating to SRF projects.
- (ii) The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the Contract relating to this SRF project, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (iii) The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status, and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (iv) The Contractor shall comply with the provisions of the Human Rights Law (Article 15 of the Executive Law), including those relating to non-discrimination on the basis of prior criminal conviction and prior arrest, and with all other State and federal statutory and constitutional non-discrimination provisions, including Titles VI and VII of the Civil Rights Act of 1964, 40 CFR Part 7, 41 CFR Part 60-1 Subpart A, and 41 CFR Part 60-4. The Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status.
- (v) The Contractor will include the provisions of subdivisions (i) through (iv) in every Subcontract in such a manner that the requirements of these subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.



Contractor/Service Provider Representative

Stephan P. Dioslaki

Bidders Authorized Representative



OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name Stokes Creative Group Inc.		Project Name Liberty & Grand Streets Sewer Improvements	
Bid/ Proposal No. 4-17	Assistance Agreement ID No. (if known)	Point of Contact Amber Konopka	
Address 1666 Route 206 Vincennes, NJ 08088			
Telephone No. 609-859-8400		Email Address Amber@stokescg.com	
Prime Contractor Name Metra Industries		Issuing/Funding Entity:	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	Photography —	* 490.00 per visit
	Video —	* 1,500.00 per visit
	* 250.00 out of area charge per visit	
	* Video pricing is subject to change	
DBE Certified By: <input checked="" type="radio"/> DOT <input type="radio"/> SBA		Meets/ exceeds EPA certification standards?
<input checked="" type="radio"/> Other: _____		<input checked="" type="radio"/> YES <input type="radio"/> NO <input type="radio"/> Unknown

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

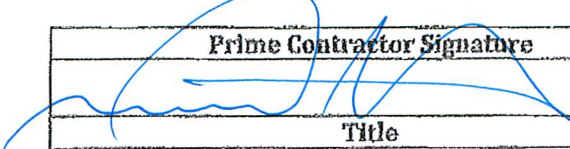
² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

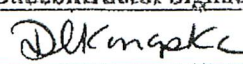


OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Stephan P. Diosladi
Title	Date
Bidders Authorized Representative	7 June 2017

Subcontractor Signature	Print Name
	Diane Konopka
Title	Date
UP	6/6/17

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.



OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form

This form is intended to capture the DBE subcontractor's description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

Subcontractor Name Van Ethen Contracting		Project Name Liberty & Grand Streets Sewer Improvements	
Bid/Proposal No. 4-17		Assistance Agreement ID No. (if known)	
Address PO Box 422, Cornwall NY 12518		Point of Contact	
Telephone No. 845-534-2434		Email Address Kathy@vanethencontract.com	
Prime Contractor Name Metra Industries		Issuing/Funding Entity:	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
Having		
DBE Certified By: <input type="checkbox"/> DOT <input type="checkbox"/> SBA		Meets/exceeds EPA certification standards? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Unknown

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as pursuant to an EPA award of financial assistance.

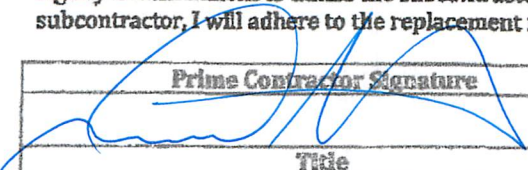
² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services

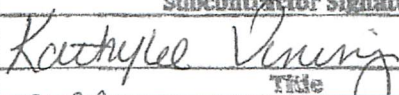


OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Stephan P. Dioslaki
Title	Date
Bidders Authorized Representative	7 June 2017

Subcontractor Signature	Print Name
	Kathylee Vining
Title	Date
Office Manager	

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.



OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name <i>CA KENFIELD TRUCKING EXCH</i>		Project Name <i>Liberty & Grand Streets Sewer Improvements</i>	
Bid/ Proposal No. <i>4-17</i>	Assistance Agreement ID No. (if known)	Point of Contact <i>Chant</i>	
Address <i>2301 Baitell St Pattersonville NY 12137</i>			
Telephone No. <i>515-859-9143</i>		Email Address <i>cakenfeld@aol</i>	
Prime Contractor Name <i>Metra Industries</i>		Issuing/Funding Entity:	

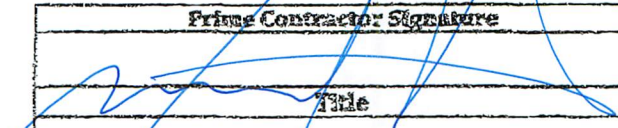
Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	<i>Dump Truck Rental</i>	
DBE Certified By: <input checked="" type="radio"/> DOT <input type="radio"/> SBA <input checked="" type="radio"/> Other: <i>NY5</i>		Meets/ exceeds EPA certification standards? <input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> Unknown


¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 23.204-23.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 23.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Stephan P. Dioslaki
Title	Date
Bidders Authorized Representative	7 June 2017

Subcontractor Signature	Print Name
	Charles A. Kenfield, Jr.
Title	Date
Partner	6/6/17

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form**

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractors² and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name Metra Industries		Project Name Liberty & Grand Streets Sewer Improvements	
Bid/ Proposal No. 4-17	Assistance Agreement ID No. (if known)	Point of Contact	
Address 50 Muller Place Little Falls, NJ 07424			
Telephone No. 973-812-0333		Email Address sdioslaki@metraindustries	
Issuing/Funding Entity:			

I have identified potential DBE certified subcontractors	<input checked="" type="radio"/> YES	<input type="radio"/> NO	
If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?
Stokes Creative Group 1666 Rt 206 Vincentown, NJ 08088	609.859.8400 Amber@stokescg.com 08088	490./visit photo 1500/visit video	X
Van Ellen Contracting	PO Box 422 Cornwall, NY 12518 845.534.2434 Kathylee@vecontract.com	190,000	X
CA Kenfield Trucking	2301 Batter St. Pattersonville, NY 12577 518.859.9145 ca@kenfieldtrucking.com	TBD	X

Continue on back if needed

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

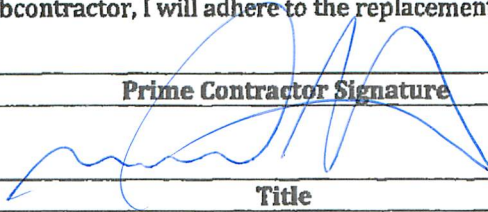
² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Stephan P. Dioslaki
Title	Date
Bidders Authorized Representative	7 June 2017

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

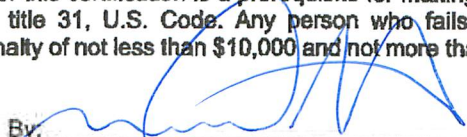
Attachment 9
New York State Environmental Facilities Corporation
CERTIFICATION REGARDING LOBBYING
FOR
CONTRACTS, GRANTS, LOANS, AND
COOPERATIVE AGREEMENTS
40 CFR Part 34

SRF Project No.: 4-17

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By: 
Name: Stephan P. Dioslaki
Title: Bidders Authorized Representative
Date: 7 June 2017
Contract ID: 22-2314048

Attachment 10
New York State Environmental Facilities Corporation
Contractor's American Iron and Steel (AIS) Certifications

To be completed by prime contractors for all construction contracts

AIS CONTRACTOR CERTIFICATION
FOR CONSTRUCTION CONTRACTS PAID FOR WITH FUNDS FROM
THE NYS CLEAN WATER STATE REVOLVING FUND OR
THE NYS DRINKING WATER STATE REVOLVING FUND VIA THE
NYS ENVIRONMENTAL FACILITIES CORPORATION

Project Title: Liberty & Grand Streets Sewer Improvements

Contractor's Name: Metra Industries

Contract ID: 22-2314048

SRF Project #: 4-17

SRF Recipient Name: City of Newburg, NY

I certify that the iron and steel products that will be permanently incorporated into the public water system or wastewater treatment works project under this construction contract will have been produced in the United States, in accordance with the requirements of the US Environmental Protection Agency. I will also develop and maintain at the project location the necessary documentation to demonstrate that the iron and steel products incorporated into the project were produced in the United States, and make such documentation available to The NYS Environmental Facilities Corporation or their authorized representatives, upon request.

Signature: _____

Name (print): _____

Title: _____

Date: _____

Stephan P. Dioslaki

Bidders Authorized Representative

7 June 2017

**Governor's Office of Storm Recovery
Supplementary Conditions for Contracts**

INTRODUCTORY STATEMENT

"Project" or "Program": Liberty & Grand Street Sewer Improvements

Project Location: Liberty Street, Grand Street, Clinton Street, Montgomery Street
City of Newburgh, Orange County, New York

"Subrecipient": City of Newburgh
83 Grand Street
Newburgh, New York 12550

"Contractor": Name: Metra Industries
Address: 50 Muller Place
City, State, Zip: Little Falls, NJ 07424

Contract Number: Contract No. 1 – General Construction C3-7332-09-75/76

"Insurance Requirements": See Attachment A to Introductory Statement

Housing Trust Fund Corporation ("HTFC" or "Grantee"), acting through the Governor's Office of Storm Recovery ("GOSR") has entered into a Subrecipient Agreement with the Subrecipient for a grant of Community Development Block Grant Disaster Recovery ("CDBG-DR") funds for purposes of the design and construction of the Project (the "Subrecipient Agreement"). This grant represents a portion of CDBG-DR funds received or to be received under the Federal CDBG-DR program administered by the U.S. Department of Housing and Urban Development ("HUD") to fund necessary expenses related to disaster relief, long-term recovery, restoration of infrastructure, and/or housing and economic revitalization in the most impacted and distressed areas resulting from a major disaster declared due to Hurricane Sandy and other eligible events (subject to the Federal statutes and regulations governing CDBG grants, as modified by exceptions and waivers previously or hereafter granted by HUD).

Subrecipient is a municipal government or other government agency, which will use its own form contracts and other project agreements for the Project. However, as a condition to receiving CDBG-DR funds for the Project, Subrecipient is required to include these Supplementary Conditions in each contract which it enters into for the applicable project and to require all contractors to include these Supplementary Conditions in every subsequent subcontract and lower-tiered subcontracts so that such provisions are binding upon each contractor, subcontractor and lower-tiered subcontractor. Among other things, as set forth more specifically below, these Supplementary Conditions (a) include GOSR requirements which may not otherwise be included in the contract; (b) define the order of precedence for the interpretation and enforcement of the various parts and provisions of the contract (including these Supplementary Conditions); and (c) add certain other provisions which GOSR deems necessary or desirable for the orderly administration and enforcement of the contract. For purposes of subcontracts, references in these Supplementary Conditions to "Subrecipient" shall be deemed to refer to Contractor, and references to "Contractor" shall be deemed to refer to the applicable subcontractor. For purposes of lower-tiered subcontracts, references in these Supplementary Conditions to "Subrecipient" shall be deemed to refer to

the applicable subcontractor, and references to "Contractor" shall be deemed to refer to the applicable lower-tiered subcontractor.

Accordingly, Subrecipient and Contractor have signed below to evidence their agreement to (a) incorporate into the contract these Supplementary Conditions (which shall be deemed "Contract Documents" under the contract), (b) include these Supplementary Conditions in all subcontracts under the contract, and (c) require that all subcontractors reproduce these Supplementary Conditions in all lower-tiered subcontracts under the contract. By signing below, contractor agrees to comply with the terms and conditions of these Supplementary Conditions and to complete and submit the forms contained herein as required under these Supplementary Conditions and the instructions on the forms. Contractor hereby certifies, affirms, stipulates, represents and warrants to all provisions contained herein requiring such certification, affirmation, stipulation, representation or warranty, as applicable.

DATE: _____

SUBRECIPIENT
City of Newburgh

By: _____

Name:

Title:

CONTRACTOR Metra Industries
[INSERT CONTRACTOR NAME]

By: _____

Name: Stephan P. Dioslaki

Title: Bidders Authorized Representative

**MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL
EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

M/WBE AND EEO POLICY STATEMENT

I, Stephan P. Dioslaki, the (awardee/contractor) contractor agree to adopt the following policies with respect to the project being developed or services rendered for (name agency/ies or project location): the City of Newburg

MWBE

This organization will cause its contractors and subcontractors to take good faith actions to achieve the MWBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to MWBE contractor associations.
- (2) Request a list of State-certified MWBEs from Agency(ies) and solicit bids from them directly.
- (3) Ensure that plans, specifications, requests for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective MWBEs.
- (4) Where feasible, divide the work into smaller portions to enhance participations by MWBEs and encourage the formation of joint venture and other partnerships among MWBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to MWBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting MWBE contract participation goals.
- (6) Ensure that progress payments to MWBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage MWBE participation.

EEO

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts.

(b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative for a statement that it will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

(d) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Agreed to this 7 day of June, 2017

By [Signature]

Print: Stephan P. Dioslaki Title: Bidders Authorized Representative

Jennifer DeRose is designated as the Minority Business Enterprise Liaison

He/she is responsible for administering the Minority and Women-Owned Business Enterprises-Equal Employment Opportunity (M/WBE-EEO) program.

M/WBE Contract Goals

20% Minority and Women's Business Enterprise Participation

Minority Business Enterprise Participation

Women's Business Enterprise Participation

EEO Contract Goals

 % Minority Labor Force Participation

 % Female Labor Force Participation



New York State
Homes & Community Renewal
www.nyshcr.org

**EEOC Statement
of the
New York State Housing Finance Agency,
State of New York Mortgage Agency,
New York State Affordable Housing Corporation,
State of New York Municipal Bond Bank Agency,
Tobacco Settlement Financing Corporation and
Housing Trust Fund Corporation
(individually, "Agency" and collectively, "Agencies")**

It is the goal of the Agencies to ensure compliance with the federal Equal Employment Opportunity Act of 1972, as amended. Respondents with fifteen (15) or more employees responding to this solicitation, must submit a statement disclosing whether the Respondent: (a) is currently operating under or negotiating, or has at some time in the last five (5) years operated under or negotiated, a conciliation agreement with the Equal Employment Opportunity Commission ("EEOC"); (b) has been, at some time in the last five (5) years, or is currently the subject of a civil action brought against it by the EEOC; (c) has been, at some time in the last five (5) years, or is currently the subject of an action brought against it by the EEOC for permanent, temporary or preliminary relief; (d) has operated, at some time in the last five (5) years, or is currently operating under an order of a court to take affirmative action as a result of a civil action brought against it by the EEOC.

Please answer the above question either in the affirmative or negative.

No Respond YES or NO.

If YES, provide explanation:


Respondent's Signature

Stephan P. Dioslaki
Bidders Authorized Representative

Print Name of Respondent

7 June 2017
Date of Respondent's Signature

Metra Industris

Section 3 Plan

50 Muller Place
Little Falls, NJ 07424
973-812-0333
sdioslaki@metraindustries.com

Stephan P. Dioslaki
Bidders Authorized Representative

Liberty & Grand Streets Sewer
Improvements

SUBRECIPIENT NAME: City of Newburg ("Subrecipient")
CONTRACTOR NAME: Metra Industries ("Contractor")
PROJECT NAME: Liberty & Grand Streets (the "Project")

Sewer Improvements

GENERAL POLICY STATEMENT

Section 3 Policy Overview

Section 3 (24 CFR Part 135.30) of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u)¹ is intended to ensure that, to the greatest extent feasible, low- and very low-income persons receive benefits in employment and related economic opportunities when such opportunities are generated by funding from HUD. It also specifically encourages economic opportunities for households who are recipients of government assistance for housing. The Section 3 program requires that recipients of HUD funds, to the greatest extent feasible, provide (a) employment and training and (b) contracting opportunities for low- or very low-income residents in connection with construction projects in their neighborhoods.

SECTION 3 PLAN & PURPOSE

This document serves as the Section 3 Plan for Contractor's work on the Project in compliance with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended. This document contains goal requirements for awarding contracts to Section 3 Business Concerns and employment opportunities for individuals.

The regulations should not be construed to mean that recipients are required to hire Section 3 residents or award contracts to Section 3 business concerns other than what is needed to fulfill regulatory obligations for covered projects and activities. Contractors are not required to hire or enter into contracts with unqualified Section 3 residents or business concerns simply to meet the Section 3 goals, as anyone selected for contracting or employment opportunities must meet the qualifications for the job/contract being sought. However contractors must document their outreach efforts and, to the greatest extent feasible, attempt to source qualified Section 3 residents and business concerns to meet the goal. If the expenditure of funding for an otherwise covered project and activity does not result in new employment, contracting, or training opportunities, reporting is still required.

NUMERICAL GOALS FOR TRAINING AND EMPLOYMENT OPPORTUNITIES

These goals apply to contract awards in excess of \$100,000 in connection with a Section 3 eligible project. They apply to subrecipients and to their contractors and subcontractors.

Contractor will, to the greatest extent feasible strive to comply with the goals established. The numerical goals established in this section represent minimum numerical targets for employment opportunities and training to Section 3 residents as follows:

- Thirty Percent (30%) of the aggregate number of new hires/training opportunities resulting

¹ http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_12047.pdf

from funds awarded and continuing thereafter.

Any contractor that does not meet the Section 3 numerical goals must demonstrate why meeting the goals was not feasible.

For this contract on the Project, the Number of Section 3 jobs/training opportunities anticipated is

30%

NUMERICAL GOALS FOR CONTRACTING ACTIVITIES

These goals apply to contract awards in excess of \$100,000 in connection with a Section 3 eligible project, and they apply to subrecipients, contractors, and subcontractors.

Contractor commits to award to Section 3 business concerns*, through subcontracts:

- At least 10% of the total dollar amount of all Section 3 covered contracts for construction work arising in connection with housing rehabilitation, housing construction and other public construction; and
- At least 3% of the total dollar amount of non-construction contracts.

*Section 3 Business Concerns are businesses that can provide evidence that they meet one of the following:

- a) 51 percent or more owned by Section 3 residents; or
- b) At least 30 percent of its fully time employees include persons that are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or
- c) Provides evidence, as required, of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications in the above two clauses a and b.

EVIDENCE OF SECTION 3 CERTIFICATION

Any Individual seeking employment or training opportunities with Contractor shall complete a Self-Certification Form and provide adequate documentation as evidence of eligibility for preference under the Section 3 program.

Any business seeking Section 3 preference in the awarding of subcontracts or purchase agreements with Contractor shall complete the HUD Section 3 Business Registry. The business seeking Section 3 preference must be able to provide adequate documentation as supporting evidence.

CONTRACTOR'S SECTION 3 TABLES A & B

Instructions: The following two charts are for capturing the data related to hiring Section 3 Businesses for Construction and Non Construction work as well as Individual New Hiring that may have occurred during the life of the project. These charts should be reflective and on par with the data submitted in Elation Systems.

TABLE A
SUBCONTRACTING DATA

At least **10%** of the total dollar amount of all Section 3 covered contracts for **construction work** arising in connection with housing rehabilitation, housing construction and other public construction to Section 3 Business*; and

At least **3%** of the total dollar amount of **non-construction contracts** to a Section 3 Business*.

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
Type Of Contract (Construction or Non Construction related) & Description	Total Number of Contracts(during the life of the project)	Total Approximate Dollar Amount for those respective contracts in Column B)	Number Of Contracts to Section 3 Businesses*	Estimated Dollar Amount to Section 3 Businesses*
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$

*Section 3 Businesses are defined as a) 51 percent or more owned by Section 3 residents; or

b) At least 30 percent of its fully time employees include persons that are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or c) Provides evidence, as required, of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications in the above two clauses a and b.



TABLE B
PROJECT WORKFORCE DATA

At Least Thirty Percent (30%) of the aggregate number of *new hires/training opportunities* resulting from funds awarded and continuing thereafter.

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
Job Category	Total Estimated Positions	No. Positions Currently Occupied By Permanent Employees	No. Positions Not Currently Occupied	No. Positions To Be Filled w/Section 3 Residents*
Officers/Supervisors				
Professionals				
Technicians				
Housing Sales/Rental/Mgmt.				
Office Clerical				
Service Workers				
Others				

TRADE:

Journeyman				
Apprentices				
Maximum No. Trainees				
Others				

TRADE:

Journeyman				
Apprentices				
Maximum No. Trainees				
Others				

*Section 3 Residents are defined as individuals residing locally whose family income does not exceed 80% of the median income in the State.

**Local Income levels can be obtained online at <https://www.huduser.gov/portal/datasets/il.html>



LIST OF STRATEGIES TO BE ADOPTED FOR COMPLIANCE WITH THE STATED EMPLOYMENT, TRAINING AND CONTRACTING GOALS

In compliance with the Section 3 Plan requirements, the Contractor should submit a current list of anticipated new hires as of the date the Section 3 Plan is submitted for approval. A list of employees can be submitted on the Worker Utilization Form included in the appendices *or* an official company form that includes the same information requested on the Worker Utilization Form. **The Contractor must also develop a list of strategies to be adopted for compliance with the stated employment, training and contracting goals.**

PLEASE NOTE: You may check off in the "Check Mark" box below and initial your choices in the "Initials" box below from the following *list of choices* for the strategies which you could use.

List of Strategies to choose from:	Check Mark	Initials
Establish a Section 3 Coordinator		
Develop a Section 3 Plan		
Conduct pre-bid meeting and clearly articulate Section 3 requirements during meeting		
Consider making the pre-bid meeting mandatory		
Conduct networking event post pre-bid meetings		
Utilize the GOSR <i>Local Workforce Opportunities Program</i> to recruit and attract Section 3 eligible applicants for posted positions.		
Forward procurements to Section 3 and small business concerns		
Forward RFPs to established list of Section 3 Firms		
Clearly indicate on all job applications and websites for job postings that the position is "A Section 3 eligible job opportunity."		
Identify existing employees that may be Section 3 workers		
Identify existing subcontractors that may qualify as Section 3 businesses		
Request current list of Section 3 eligible applicants and certified Section 3 businesses from local PHAs, ESD, SBA and Chamber of Commerce		
Advertise job and subcontracting opportunities in local, community papers and job boards in impacted areas and communities.		
Clearly indicate on all job applications and websites for job postings that the position is "A Section 3 eligible job opportunity."		
Encourage participation in "Meet the Prime" events		
Provide Subrecipient with acknowledgment of efforts to enforce Section 3		
Partner with the NY Division of Employment and Workforce Solutions (http://labor.ny.gov/dews-index.shtm) to promote special advertisement of Section 3 job postings and opportunities.		
Pro-actively contact and engage Organized Labor and Trade Unions		
Request candidates from Workforce One Career Centers Near the Project area.		



The following questions and your responses may be used to identify additional strategies & details.

Q1: What actions will the Contractor take to recruit Skilled Workers and Unskilled Workers?

Response: WORK WITH AND THROUGH UNIONS

Q2: Which Resident Associations/ Organizations will you contact?

Response: WE WILL CONTACT THE LOCAL UNIONS AND CONSULT ~~THE~~ DATA BASES + DIRECTORIES

Q3: In which newspapers, magazines, journals or other periodicals will you advertise job openings?

Response: Local newspapers, CIS Leads

Q4: In which locations will you display recruitment posters?

Response: Various locations in the City

Q5: Which labor unions, or apprentice programs will you contact?

Response: We will contact the unions we currently have agreements with

Q6: How else will you recruit Section 3 Residents?

Response: BY WORKING WITH AND THROUGH UNIONS AND SOLICITING ~~THE~~ DATA BASES + DIRECTORIES

Q7: Will you be reaching out to GOSR's Office of Diversity and Civil Rights for assistance in outreach events, training and support in approaching Union based training and apprenticeship programs?

Response: Yes

* TO BE PROVIDED UPON AWARD + EXECUTION OF WORK

SECTION 3 SUBMISSION OF SUPPORTING DOCUMENTATION

The Contractor shall maintain copies of the following types of supporting documentation as applicable:

The HUD-60002 form Includes Part III Summary indicates supporting documentation is required.

As Such, below are samples of the types of documentation applicable but not limited to the following:

- Reporting summary with metrics of strategies selected or described above
- A narrative that ties in all good faith effort components.
- Maintain a database of supporting raw data
- Copies of any Self Certification or Self-Affirmation forms for individuals and businesses.
- Completed Tables A and B (shown above) for all respective Contractors.

SECTION 3 REPORTING & TRAINING

The Governor's Office of Storm Recovery (GOSR) has adopted a web-based compliance management system to help all its Contractors and Subrecipients receiving Federal CDBG-DR funds to adhere to Labor Compliance (Davis-Bacon), Minority and Women Owned Business (MWBE) and Section 3 Federal reporting requirements.

GOSR offers free virtual training sessions monthly. They are extensive, detailed and information rich. Training events have duration of 2.5 hours. We encourage you to attend as much training as needed and ask questions during your learning process.

Attendees must have an Elation Systems account. To register your organization/firm for a free account please go to <https://www.elationsys.com/app/Registration/> and follow the registration instructions to register either as an agency or project owner, or as a contractor. Once registered, you will receive an email inviting you to attend the next scheduled webinar.

We offer two types of training sessions:

- **Contractor Training:** Payroll and Accounts company employees
- **Subrecipient Training:** Project Owners/Manager(s) and or Construction Manager(s)

2016 Training Calendar	
Contractors	Subrecipients
January 6 th	January 27 th
February 3 rd	February 24 th
March 2 nd	March 30 th
April 6 th	April 27 th
May 4 th	May 25 th
June 1 st	June 29 th
July 6 th	July 27 th
August 3 rd	August 31 st
September 7 th	September 28 th
October 5 th	October 26 th
November 2 nd	November 18 th
No training events offered in December.	

Please note:

*All webinar sessions will be held at **1:30pm EST**, unless otherwise noted. Elation reserves the right to change the Training Dates. Attendees will be notified of any change(s) in advance.

For additional information, contact Elation Systems – support@elationsystems.com

SECTION 00499

BID SECURITY

(ATTACHED HERE - CERTIFIED CHECK, CASH OR BID BOND)

END OF SECTION

SECTION 00570

AGREEMENT

This CONTRACT, in six (6) copies, made and entered into this ____ day of _____, 20__, by and between the City of Newburgh, a municipal corporation, organized and existing under the laws of the State of New York, with its principal office and place of business located at City Hall, 83 Broadway, Newburgh, New York, 12550, hereinafter designated as "Owner", Party of the First Part,

and _____

_____ of _____

County of _____ State of _____

hereinafter designated as the Contractor, Party of the Second Part.

WITNESSETH: That the parties hereto, each in consideration of the Agreements on the part of the other herein contained, have mutually agreed, and hereby mutually agree, the Party of the First Part for itself and its successors, and the Party of the Second Part for itself, himself or themselves and its successors, his or their executors, administrators and assigns as follows:

Article 1. DESCRIPTION. Under this Agreement and Contract, the Contractor shall furnish all materials and perform all work required to furnish and install complete Contract No. 1 – General Construction.

Article 2. In consideration of the payments to be made as hereinafter provided, and of the performance by the Owner of all matters and things to be performed by the Owner as hereinafter provided, the Contractor agrees, at his own sole cost and expense to perform all the labor and services, and to furnish all the labor and materials, plant and equipment necessary to complete, and to complete in good, substantial, workmanlike and approved manner, the work described under Article 1 hereof, within the time hereinafter specified and in accordance with the terms, conditions and provisions of this Contract and with the instructions, order and directions of the Engineer made in accordance with this Contract.

RESOLUTION NO.: _____ - 2018

OF

JANUARY 22, 2018

**A RESOLUTION INCREASING THE FIXED AMOUNT
TO BE PROVIDED IN THE FORM OF A PUBLIC IMPROVEMENT
PERFORMANCE SECURITY TO BE POSTED BY THE
OWNER/SPONSOR OF THE SUNSET RIDGE SUBDIVISION PROJECT**

WHEREAS, by Resolution No. 142-2005 of July 11, 2005, the City Council of the City of Newburgh declared that the sum of One Million One Hundred Fifty Thousand Six Hundred Forty-Five and 00/100 dollars (\$1,153,645.00) was to be established and accepted as the amount estimated as the cost of infrastructure and improvements required by the Planning Board, and therefore, as the sum to be covered by such Public Improvement Performance Security to be posted by the owner/sponsor of the Sunset Ridge Subdivision in order to sufficiently safeguard the interests of the City of Newburgh and to secure the installation of the public improvements and infrastructure necessarily involved in said project; and

WHEREAS, the original developer partially completed the installation of the infrastructure and improvements and current developer, Iconic Properties, LLC, requested a reduction in the amount of the Public Improvement Security to be posted based on a review by a licensed engineer, which was reviewed by the City Engineer and by Resolution No. 101-2013 of May 13, 2013, the City Council further reduced the Public Improvement Performance Security to be posted by the owner/sponsor of the Sunset Ridge Subdivision from One Million One Hundred Fifty Thousand Six Hundred Forty-Five and 00/100 dollars (\$1,153,645.00) to Five Hundred Seventy-Five Thousand Five Hundred and 00/100 dollars (\$575,000.00); and

WHEREAS, the current developer, Iconic Properties, LLC, requested a further reduction in the amount of the Public Improvement Security to be posted based on a review by a licensed engineer, which was reviewed by the City Engineer and by Resolution No. 2-2017 of January 9, 2017, the City Council further reduced the Public Improvement Performance Security to be posted by the owner/sponsor of the Sunset Ridge Subdivision from Five Hundred Seventy-Five Thousand Five Hundred and 00/100 dollars (\$575,000.00) to Three Hundred Thirty-Six Thousand Eight Hundred Fifty and 00/100 dollars (\$336,850.00); and

WHEREAS, Iconic Properties, LLC, applied to the City of Newburgh Planning Board for approval of a modified Site Plan of the Sunset Ridge Subdivision, and the City of Newburgh Planning Board granted conditional approval of said Site Plan, as contained in application number 2017-18, on December 19, 2017; and

WHEREAS, in connection with the City of Newburgh Planning Board's review of the developer's modified Site Plan application, the City Engineer reviewed the developer's submissions and completed his own survey of the subdivision and the infrastructure work installed and completed and recommended that the performance bond for the infrastructure improvements be increased from Three Hundred Thirty-Six Thousand Eight Hundred Fifty and 00/100 dollars (\$336,850.00) to Four Hundred Seventy-Two Thousand Eight Hundred Seventy-Six and 00/100 dollars (472,876.00); and

WHEREAS, the City of Newburgh Planning Board conditioned its Site Plan approval upon the compliance with the City Engineer's comments, which included an increase of the performance bond amount; and

WHEREAS, this Council finds that the increase in the performance bond, as recommended by the City Engineer, is in the best interests of the City of Newburgh and its further development; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh, New York that the Public Improvement Performance Security to be posted by the owner/sponsor of the Sunset Ridge Subdivision be and hereby increased from Three Hundred Thirty-Six Thousand Eight Hundred Fifty and 00/100 dollars (\$336,850.00) to Four Hundred Seventy-Two Thousand Eight Hundred Seventy-Six and 00/100 dollars (472,876.00), as the amount sufficient to secure the installation of the remaining public improvements and infrastructure required by said project; and

BE IT FURTHER RESOLVED, that pursuant to Code Section 266-6, such Public Improvement Performance Security shall be posted with the City Manager by the owner/sponsor of the Sunset Ridge Subdivision and in a form acceptable to the Corporation Counsel.

RESOLUTION NO.: 2 - 2017

OF

JANUARY 9, 2017

**A RESOLUTION REDUCING THE FIXED AMOUNT TO
BE PROVIDED IN THE FORM OF A PUBLIC IMPROVEMENT
PERFORMANCE SECURITY TO BE POSTED BY THE OWNER/SPONSOR
OF THE SUNSET RIDGE SUBDIVISION PROJECT**

WHEREAS, by Resolution No. 142-2005 of July 11, 2005, the City Council of the City of Newburgh declared that the sum of One Million One Hundred Fifty Thousand Six Hundred Forty Five and zero/one-hundredths (\$1,153,645.00) Dollars was to be established and accepted as the amount estimated as the cost of infrastructure and improvements required by the Planning Board, and therefore, as the sum to be covered by such Public Improvement Performance Security to be posted by the owner/sponsor of the Sunset Ridge Subdivision in order to sufficiently safeguard the interests of the City of Newburgh and to secure the installation of the public improvements and infrastructure necessarily involved in said project; and

WHEREAS, the original developer partially completed the installation of the infrastructure and improvements and current developer, Iconic Properties, LLC, requested a reduction in the amount of the Public Improvement Security to be posted based on a review by a licensed engineer, which was reviewed by the City Engineer and by Resolution No. 101-2013 of May 13, 2013, the City Council further reduced the Public Improvement Performance Security to be posted by the owner/sponsor of the Sunset Ridge Subdivision from One Million One Hundred Fifty Thousand Six Hundred Forty Five and zero/one-hundredths (\$1,153,645.00) Dollars to Five Hundred Seventy Five Thousand Five Hundred and zero/one-hundredths (\$575,500.00) Dollars; and

WHEREAS, current developer, Iconic Properties, LLC, has requested another reduction in the amount of the Public Improvement Security to be posted based on a review by a licensed engineer, from Five Hundred Seventy Five Thousand Five Hundred and zero/one-hundredths (\$575,500.00) Dollars to Three Hundred Thirty-Six Eight Hundred Fifty and zero/one-hundredths (\$336,850.00) Dollars; and

WHEREAS, the City Engineer has reviewed the developer's submission and completed his own survey of the subdivision and the infrastructure work installed and completed and recommends that the performance bond for the infrastructure improvements be reduced from Five Hundred Seventy Five Thousand Five Hundred and zero/one-hundredths (\$575,500.00) Dollars to Three Hundred Thirty-Six Eight Hundred Fifty and zero/one-hundredths (\$336,850.00) Dollars; and

WHEREAS, this Council finds that the reduction in the performance bond, as recommended by the City Engineer, is in the best interests of the City of Newburgh and its further development;

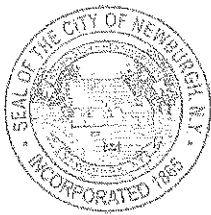
NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh, New York that the Public Improvement Performance Security to be posted by the owner/sponsor of the Sunset Ridge Subdivision be and hereby is reduced from Five Hundred Seventy Five Thousand Five Hundred and zero/one-hundredths (\$575,500.00) Dollars to Three Hundred Thirty-Six Eight Hundred Fifty and zero/one-hundredths (\$336,850.00) Dollars; as the amount sufficient to secure the installation of the remaining public improvements and infrastructure required by said project; and

BE IT FURTHER RESOLVED, that pursuant to Code Section 266-6, such Public Improvement Performance Security shall be posted with the City Manager by the owner/sponsor of the Sunset Ridge Subdivision and in a form acceptable to the Corporation Counsel.

I, Lorene Vitek, City Clerk of the City of Newburgh,
hereby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held Jan 9, 2017
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 16 day of Jan 2017

Lorene Vitek
City Clerk



CITY OF NEWBURGH

Office of the Engineer

83 Broadway, Newburgh, New York 12550

(845) 569-7447/Fax (845) 569-7349

www.cityofnewburgh-ny.gov

TO: City of Newburgh Planning Board

FROM: Jason C. Morris, P.E., City Engineer
Chad M. Wade, R.L.A., Asst. City Engineer

MEETING DATE: December 19, 2017 | Planning Board

INDEX No.: 2017-18

SUBJECT: Sunset Ridge Subdivision

Our department received a submittal of materials for the Sunset Ridge Subdivision. The following documents have been reviewed:

- Cover Letter; dated December 7, 2017
- Amended Subdivision Plan; dated May 18, 2017, revised November 30, 2017
- OCDOH Certificate of Approval; dated December 1, 2017

Previously reviewed:

- City of Newburgh Land Development Application - FORM LDA01; undated
- City of Newburgh Land Development Application - FORM PB02 Subdivision; dated May 18, 2017
- Short Environmental Assessment Form, dated May 18, 2017
- SWPPP Amendment; dated August 22, 2017
- Bond Calculation; undated
- CAC Letter; dated October 23, 2017
- CAC Response Letter; dated November 2, 2017
- Cover Letter; dated October 23, 2017
- Cover Letter; dated November 13, 2017

BACKGROUND: The Project Site, located along Morris Avenue, is designated as Tax Map parcel 26-3-5.1, 5.2, 58.1-58.7, 62, and 69-76, currently owned by Ionic Properties, LLC. The Applicant is proposing to amend the existing subdivision to subdivide twenty (20) single-family dwelling units into 2-family dwelling units.

GENERAL COMMENTS:

1. **Comment Noted:**

CNB, June 6, 2017 - The Applicant should refer to the letter prepared by Alexandra Church, AICP of the City's Planning and Development Office, which identifies and outlines planning related comments on zoning and land use issues.

2. **Comment Noted:**

CNB, June 6, 2017 - The Applicant should refer to the letter prepared by Assistant Chief William Horton of the Fire Department, which identifies and outlines zoning related comments.

3. **Comment Satisfied:**

CNB, June 6, 2017 - The amended Subdivision Plan references "Filed Map No. 162-06 filed with the Orange County Clerk's office on 2/27/06." Digital versions of these plans shall be provided for full review of the amended subdivision plan.]

Applicant, August 31, 2017 - A digital version of the Filed Map No. 162-06 plans was provided with the June 8, 2017 submittal from Lane & Tully.

4. **Comment Outstanding:**

CNB, June 6, 2017 - It has been previously noted that the handicap ramps and sidewalks installed and proposed to be installed do not meet the latest ADA Regulations, these shall be required prior to conveying the improvements to the City of Newburgh and shall be included as part of the amended subdivision plan.

Applicant, August 31, 2017 - Handicap ramps and sidewalks will be modified to meet the latest ADA requirements. This work will be completed the first week of September.

September 19, 2017 - As of Monday, September 18, 2017, ADA complaint curb ramps have not been installed. Additionally, there are ADA curb ramps proposed that have not been built. The amended site plan shall include appropriate construction details, grading and spot elevations to ensure the ADA curb ramps are constructed in compliance with the latest ADA standards. The aforementioned construction details shall coincide with one of the following preferred ADA ramp configurations detailed on the on NYSDOT US Customary Standard Sheets, Group ID 608 Specification Section Sidewalks, Driveways and Bicycle Paths, available from <https://www.dot.ny.gov/main/business-center/engineering/cadd-info/drawings/standard-sheets-us>:

- a. Detectable warning surface Option 3 or Option 4 on sheet 2 of 9.
- b. Curb Ramp Configuration Type 4 on sheet 4 of 9, Type 6 on sheet 5 of 9, Type 9 and/or Type 10 without the ramp sides on sheet 6 of 9.

Applicant, October 23, 2017 - The Applicant plans on completing the handicap ramps along Orchard Street this fall.

CNB, November 8, 2017 - Review of the ongoing work as of November 6, 2017 shows the ADA curb ramps associated with Orchard Street are being reinstalled. A letter shall be prepared by the Applicant's engineer that indicates the running slopes, cross slopes, and side flares, if applicable, of the installed curb ramps, with a statement certifying that they comply with the latest ADA standards. All curb ramps associated with Morris Avenue shall be fully detailed on the site plan with spot elevations, the ramps designed with a maximum running slope of 7.5 percent, a maximum cross slope of 1.5 percent, and a maximum side flare of 9.5 percent, if applicable. Additionally, there are curb ramps cast into the existing curb that look as they are no longer needed at the intersection of Hawthorne Avenue.

Applicant, November 8, 2017 - A handicap ramp detail has been provided on Sheet 4 with a table of elevations for each of the remaining curb ramp on Morris Avenue. A letter regarding the installed Orchard Street handicap ramps shall be provided under separate cover.

Applicant, December 7, 2017 - A letter regarding the installed Orchard Street handicap ramps was provided to the Assistant City Engineer at the 11/21/17 Planning Board meeting. Since then our office has received additional correspondence from the City Engineer regarding the handicap ramps and additional work still required. The ramps in question are located on Orchard Street and they are part of the original subdivision. They are covered under the current bond and therefore would not typically be included within this amended subdivision plan.

CNB, December 19, 2017 - The Applicant should be aware that if the roadways are intended to be dedicated to the City of Newburgh, the ADA curb ramps must be installed to the latest standards and satisfactory of the City Engineer prior to acceptance of the dedication.

5. Comment Satisfied:

CNB, June 6, 2017 - Appropriate notes shall be added the site plan related to the water service connection in accordance with §293-8 *Connection to the City water system required; permission of Superintendent required*. The notes shall be as follows:

- a. A permit is required from the city of Newburgh Codes Department, authorized by the Plumbing Inspector.
- b. A City of Newburgh licensed plumber must be retained to install the water connections.
- c. A bonded excavator is required for all excavations within the City street R.O.W.
- d. The City of Newburgh Water Superintendent shall be notified, via a Corporation Tap Request, prior to making connection to the municipal water system.
- e. The City of Newburgh Water Department shall install the corporation tap into the municipal water system for services up to one (1) inch in diameter. Corporation taps above one (1) inch in size shall be done by an approved contractor specializing in large diameter tapping.
- f. All work shall be inspected and approved by the Plumbing Inspector prior to and during backfill.

Applicant, August 31, 2017 - Water service notes were provided on the plans submitted June 8, 2017 and can be found on Sheet 3 of 4 of the plans.

6. Comment Satisfied:

CNB, June 6, 2017 - Appropriate notes shall be added related to the sanitary sewer connection, in accordance with §248-8 *Building sewers and connections*. The notes shall be as follows:

- a. A permit is required from the City of Newburgh Codes Department, authorized by the Plumbing Inspector.
- b. A City of Newburgh licensed plumber must be retained to install sanitary sewer service connections.
- c. A bonded excavator is required for all excavations within the City Street R.O.W.
- d. All work shall be inspected and approved by the Plumbing Inspector prior to and during backfill.

Applicant, August 31, 2017 - Sewer service notes were provided on the plans submitted June 8, 2017 and can be found on Sheet 3 of 4 of the plans.

7. Comment Satisfied:

CNB, June 6, 2017 - In proposing 2--family dwelling units, the amount of proposed impervious surface associated with the twenty (20) lots could be doubled. An analysis of the originally approved plans compared to the proposed plans shall be conducted to ensure that stormwater conveyance and treatment system has the ability to handle the increased stormwater runoff.

Applicant, August 31, 2017 - An amended stormwater pollution prevention plan has been provided to address the increase in impervious coverage and the associated runoff water quality treatment.

CNB, September 19, 2017 - The Applicant has provided a SWPPP amendment for review. Any comments shall be outlined separately below.

8. Comment Satisfied:

CNB, June 6, 2017 - Due to the amended subdivision the project may be subject to the standards in the latest SPDES General Permit for Stormwater Discharges from Construction Activities. Our department has an inquiry related to this into the NYSDEC and are awaiting a response. We will advise the Planning Board and the Applicant of our findings when we receive a response from the NYSDEC.

CNB, July 18, 2017 - The City awaits receipt of the revised SWPPP with impervious calculations so that we can discuss the application in more detail with the NYSDEC.

Applicant, August 31, 2017 - The NYSDEC provided guidance for the SWPPP amendment. Accordingly, the SWPPP addresses the increase and impervious coverage and provides treatment and runoff reduction for the calculated volumes.

CNB, September 29, 2017 - The Applicant has provided a SWPPP amendment for review. Any comments shall be outlined separately below.

9. Comment Satisfied:

CNB, July 18, 2017 - The Applicant shall prepare an application and submit plans to the Orange County Department of Health for subdivision approval. See correspondence from the Orange County Department of Health dated July 17, 2017.

Applicant, August 31, 2017 - The Applicant has submitted an application and plans to the Orange County Department of Health.

CNB, September 19, 2017 - All correspondence both to and from the Orange County Department of Health shall be provided to the City's Planning Board for review.

Applicant, October 23, 2017 - The Orange County Health Department has reviewed the subdivision plan and provided a letter stating that all comments have been addressed. They will provide their approval after City of Newburgh approval.

CNB, November 8, 2017 - OCHD approval shall be a condition of any potential City of Newburgh Planning Board approval. A copy of their approval will be required for the City's records prior to plan signature by our office and the Planning Board Chairperson.

Applicant, December 7, 2017 - A letter from the Orange County Department of Health is included indicating their approval of the plans.

10. Comment Satisfied:

CNB, September 19, 2017 - Section 300-68(A)(5) of the City Code states "Any entrance or exit driveway for a residential use shall not exceed 20 feet, nor be less than 12 feet in width at its intersection with the front lot line." The site plan indicated that many of the proposed driveways would be thirty (30) feet in width. The driveways shall be adjusted to meet the City Code.

Applicant, October 23, 2017 - All driveways have been adjusted to meet the City code (See typical layout on Sheet 3).

CNB, November 8, 2017 - The Planning Board shall determine if the one (1) foot space between the driveways is sufficient to meet the City Code. In our experience, this area is not large enough for planting and will only be turf, Therefore likely becoming a paved surface in the near future, which is not the intent of the code.

Applicant, November 13, 2017 - Based on the discussion at the November 8th Planning Board work session, the driveways for the dwellings with garages have been reduced to 10 feet for a "common driveway" width of 20 feet. Turnarounds are shown on the plan as optional and up to the discretion of the developer.

11. Comment Satisfied:

CNB, September 19, 2017 - The site plan shall be updated to include layout and construction detailing of crosswalks in accordance with the City's adopted sidewalk standards. An AutoCAD formatted detail will be provided to your design professional to include on the plans.

Applicant, October 23, 2017 - The crosswalk detail has been included on Sheet 3 of the plan set. Crosswalks are also shown on the grading plan.

12. Comment Satisfied:

CNB, September 19, 2017 - The site plan currently proposes forty-two (42) street trees as runoff reduction mitigation. Specifications and details for the trees, including species, size, amongst other things shall be provided for review. This street tree plan shall be referred to the City's Conservation Advisory Council to provide guidance on the species list proposed. The CAC meets the first Thursday of every month.

Applicant, October 23, 2017 - A street tree plan with species list has been provided to the Conservation Advisory Council. At the CAC meeting on October 5, 2017, the plan was presented and the Board concurred with the species chosen but wanted to change the street tree locations. We were advised that we would receive comments prior to the Planning Board meeting on the 17th. However, our office has not received any comments to date.

CNB, November 8, 2017 - The Planning Board should review the CAC's comment memo in detail, compared to the Applicant's response letter and determine which aspects should be implemented by the Applicant.

Applicant, November 13, 2017 - Based on the comments at the November 8th Planning Board Work Session, the street trees have been located on the right of way line instead of the grass mall. This placement is preferable for tree health and maintenance of the sidewalk and curb.

CNB, November 21, 2017 - The Planning Board should review the CAC's comment memo in detail, compared to the Applicant's response letter and determine which aspects should be implemented by the Applicant.

Applicant, December 7, 2017 - The CAC comments and our office's responses were reviewed with the Planning Board at the 11/21/17 meeting. The Planning Board appeared satisfied with the responses and provided preliminary plat approval.

13. Comment Outstanding:

CNB, September 19, 2017 - In an email dated September 12, 2017, our office requested a revised bond calculation for the subdivision. This revised bond calculation shall take the previous reduced bond amount and update it to account for current pricing and all additional features associated with the proposed resubdivision (additional curb cuts, pavement restoration, additional service connections, additional stormwater features, etc). This revised bond amount shall be prepared, reviewed and approved prior to any planning board approval.

Applicant, October 23, 2017 - A revised cost estimate for the bond has been provided.

CNB, November 21, 2017 - The increased performance bond amount coupled with the appropriate documentation from the bonding agent shall be submitted to our office for addition to a City Council meeting agenda. City Council will have to authorize a resolution to accept the revised performance bond related to the proposed infrastructure improvements.

Applicant, December 7, 2017 - The Applicant provided a revised cost estimate for the bond in October.

CNB, December 19, 2017 - Acceptance of the increased bond is scheduled for the first City Council meeting in January of 2018. Acceptance of this increased bond amount by the City Council shall be a condition of final approval.

14. Comment Satisfied:

CNB, November 8, 2017 - The typical lot layout is not reflective of the majority of the proposed duplexes. An additional typical lot layout should be provided for all the proposed duplexes.

Applicant, November 13, 2017 - Typical lot layouts are provided for both building types and are shown on Sheet 3.

The contents of this letter constitutes the City's review of the latest information provided to our office as listed above. This may not fully include all necessary outstanding issues, which will likely arise as the Planning Board reviews the documents, and the plans are revised. Additional comments may be generated as the plans are further developed

**CITY OF NEWBURGH
PLANNING BOARD**

**Lisa Daily, Chairperson
Omar Balbuena-Palma, Secretary**

123 Grand Street, Newburgh, New York

Phone: (845) 569-7380 Fax: (845) 569-7435

RESOLUTION OF THE CITY OF NEWBURGH PLANNING BOARD

LET IT BE RESOLVED

At the Planning Board meeting held on December 19, 2017, the Board hereby moves to grant final approval to the Applicant's proposed subdivision, affecting the properties collectively and more commonly known as Sunset Ridge.

Index No.	2017-18
Applicant's Name	Lanc & Tully, P.C./Ionic Properties, LLC
Property Owner	Ionic Properties LLC
Property Addresses	2, 4 through 19, and 21 Morris Avenue (SBLs 26-3-5.1 & 5.2, 26-3-58.1 through 58.7, 26-3-62, and 26-3-63 through 76)

LET IT BE FURTHER RESOLVED

That the above-referenced file includes a Land Use Development Application (form LDA01) (17 pages, including cover page and Short Environmental Assessment Form ("EAF"), received on May 19, 2017 and is supported with the following documents:

1. Tax map of affected parcels (2 pages) received on May 19, 2017;
2. Amended Subdivision Plan Set (4 pages) dated May 18, 2017, and revised June 8, 2017, August 21, 2017, October 10, 2017, November 2, 2017, November 10, 2017 and November 30, 2017;
3. Stormwater Pollution Prevention Plan Amendment (176 pages), dated August 31, 2017 and received September 1, 2017;
4. Bond Estimate for Site Improvements (4 pages), dated October 24, 2017;
5. Comments of the City Engineer, dated June 6, 2017, July 18, 2017, September 19, 2017, and October 17, 2017, November 8, 2017, November 21, 2017, and December 19, 2017;
6. Applicant Response Letters to City Engineer Comments, dated and received October 23, 2017; dated and received November 13, 2017;
7. Applicant Response Letter to City Engineer regarding sidewalk ramps (1 page), dated and received November 21, 2017.

8. Comments of the City Planner, dated June 20, 2017 and September 19, 2017;
9. Comment Letter of the Conservation Advisory Council ("CAC"), dated October 27, 2017.
10. Applicant Response Letter to CAC (5 pages), dated November 2, 2017 and received November 3, 2017;
11. Planning Board Preliminary Plat Approval Letter, dated November 21, 2017.
12. Orange County Department of Health Certificate of Approval Letter (3 pages), dated December 1, 2017 and received December 7, 2017.
13. Applicant Request Letter to Planning Board for final subdivision approval (3 pages), dated and received December 7, 2017.

LET IT BE FURTHER RESOLVED

That the Planning Board makes the following findings:

1. The Applicant requested final approval of the Planning Board for the Applicant's proposed subdivision, affecting the properties collectively and more commonly known as Sunset Ridge. The Applicant filed the Land Development Application and various exhibits in a manner and form acceptable to the City Engineer, City Planner, and Planning Board. The Application and subsequent submissions were reviewed by the Planning Board and made available to the public.
2. The Planning Board has jurisdiction to review and approve the application.
3. The subject property is located in the Low Density Residential (RLow) zone.
4. The Planning Board first reviewed the application materials for completeness on June 20, 2017. The Planning Board deemed the application materials substantially complete on December 19, 2017.
5. The Applicant waived the requirement that the Planning Board approve the preliminary plat within 62 days of the date of submission, pursuant to Newburgh City Code §266-24.
6. The Planning Board, pursuant to City Code Section 300-90, opened a public hearing on July 18, 2017 and carried over the public hearing on August 15, 2017, September 19, 2017, and October 17, 2017. The Planning Board closed the public hearing on October 17, 2017.
7. The Applicant completed and filed Part I of the Short EAF, pursuant to the State Environmental Quality Review Act ("SEQRA"). The action is an unlisted action pursuant to SEQRA. The Planning Board declared itself as the Lead Agency for the environmental review of the Project pursuant to 6 NYCRR 617.6 on December 19, 2017. The Applicant completed and filed Part I of the Short EAF and the Planning Board completed Parts 2 and 3 of the Short EAF. The Planning Board determined, based upon an examination of the

Short EAF and other available supporting information and considering the magnitude and importance of each area of environmental concern, and based on the City's knowledge of the location of the Project, that the granting of the application would not have a significant adverse environmental impact on the environment, and would not require the preparation of a Draft Environmental Impact Statement. The Planning Board further found no areas of potentially large impact of environmental concern that cannot be mitigated, and as such, issued a Negative Declaration pursuant to SEQRA with respect to the impact of the Project upon the environment on December 19, 2017. Copies of the Short EAF parts 1, 2 and 3 are attached as **Exhibit A**.

8. The Planning Board approved the Applicant's preliminary plat submission on November 21, 2017.
9. The Planning Board, based on a review of the materials submitted and referenced above, representations made by the Applicant, and discussions had at the Planning Board meeting, found that the final plat met all of the requirements contained in Newburgh City Code Chapter 266 and approved the application.

LET IT BE FURTHER RESOLVED

That the Applicant's approval is subject to the following conditions:

1. The Applicant shall satisfy all comments set forth in the Comment Letter of the City Planner dated September 19, 2017, and the Comment Letter of the City Engineer dated December 19, 2017.

Planning Board Votes (Index No. 2017-18)

Moved by: Argelia Morales

Seconded by: Duane Ware

	Aye	Nay	Abstain
Lisa Daily, Chairperson	<u>X</u>	_____	_____
Lillian Burgarelli, Member	<u>X</u>	_____	_____
Kent Diebolt, Member	<u>X</u>	_____	_____
Argelia Morales, Member	<u>X</u>	_____	_____
Duane Ware, Member	<u>X</u>	_____	_____
Alicia Ware, Member	<u>X</u>	_____	_____
Heather Moore, Member	Absent		

Dated: December 19, 2017


LISA DAILY
CHAIRPERSON, CITY PLANNING BOARD

ATTENTION APPLICANTS

FURTHER COMPLIANCE WITH THE NEWBURGH ZONING ORDINANCE REMAINS YOUR RESPONSIBILITY. SUBDIVISION APPROVAL BY THE PLANNING BOARD IS NOT THE EQUIVALENT OF A BUILDING PERMIT OR CERTIFICATE OF OCCUPANCY, BOTH OF WHICH CAN ONLY BE SECURED THROUGH THE NEWBURGH BUILDING DEPARTMENT. PLEASE SEEK THE ADVICE OF THE NEWBURGH BUILDING DEPARTMENT FOR THE PARTICULAR CIRCUMSTANCES.

Sunset Ridge Subdivision - City of Newburgh
Site Improvement Bond Estimate 10-18-2017

TASK	QUANTITY	UNIT	UNIT PRICE	TOTAL COST	% DONE	Balance Completed	Balance Remaining
<u>Right-of-Way</u>							
Clear & Grade	1740	LF	\$16.50	\$28,710	100%	\$28,710	\$0
18" Item #4 Foundation Course	6050	SY	\$23.00	\$139,150	90%	\$125,235	\$13,915
3" Asphalt Base Course	6050	SY	\$23.00	\$139,150	90%	\$125,235	\$13,915
1-1/4" Asphalt wearing course	6050	SY	\$12.00	\$72,600	0%	\$0	\$72,600
Prime Coat – MCO Asphalt	6050	SY	\$0.65	\$3,933	100%	\$3,933	\$0
Concrete Curbing	3270	LF	\$30.00	\$98,100	90%	\$88,290	\$9,810
4' Concrete Sidewalk	3065	LF	\$38.00	\$116,470	40%	\$46,588	\$69,882
Handicap Ramps (complete)	9	EA	\$990.00	\$8,910	0%	\$0	\$8,910
Guiderail	32	EA	\$100.00	\$3,200	0%	\$0	\$3,200
Street Lights	10	EA	\$7,500.00	\$75,000	100%	\$75,000	\$0
Street Trees	36	EA	\$650.00	\$23,400	19%	\$4,550	\$18,850
Topsoil & Seed	1740	LF	\$7.00	\$12,180	0%	\$0	\$12,180
Monuments	13	EA	\$300.00	\$3,900	0%	\$0	\$3,900
Traffic Control Signs	3	EA	\$200.00	\$600	0%	\$0	\$600
Street ID Signs	3	EA	\$250.00	\$750	0%	\$0	\$750
Crosswalks	7	EA	\$300.00	\$2,100	0%	\$0	\$2,100
As-Built Drawing	1740	LF	\$1.10	\$1,914	0%	\$0	\$1,914
Soil Erosion & Sediment Control	8	AC	\$4,000.00	\$32,000	50%	\$16,000	\$16,000
<u>Page 1 Total</u>				\$762,067		\$513,541	\$248,526

Sunset Ridge Subdivision - City of Newburgh
Site Improvement Bond Estimate 10-18-2017

TASK	QUANTITY		UNIT PRICE	TOTAL COST	% DONE	Balance Completed	Balance Remaining
<u>Water System</u>							
8" DIP Water main	1730	LF	\$75.00	\$129,750	100%	\$129,750	\$0
8" Mainline Valves	6	EA	\$1,500.00	\$9,000	100%	\$9,000	\$0
Hydrant Assemblies	5	EA	\$4,500.00	\$22,500	100%	\$22,500	\$0
8" Mainline Fittings w/thrust block	9	EA	\$300.00	\$2,700	100%	\$2,700	\$0
Concrete Encasement	5	CY	\$250.00	\$1,250	100%	\$1,250	\$0
¾" Copper Water Services	32	EA	\$2,000.00	\$64,000	90%	\$57,600	\$6,400
Relocate Existing Hydrant	1	EA	\$2,000.00	\$2,000	50%	\$1,000	\$1,000
Shipp & Hawthorne Pavement Restore	1	EA	\$1,000.00	\$1,000	0%	\$0	\$1,000
<u>Sanitary Sewer System</u>							
8" PVC Mainline Gravity pipe	1647	LF	\$68.00	\$111,996	100%	\$111,996	\$0
4' Diameter Manholes	11	EA	\$4,000.00	\$44,000	100%	\$44,000	\$0
4' Diameter Drop manholes	1	EA	\$4,500.00	\$4,500	100%	\$4,500	\$0
4" PVC Gravity House Services	32	EA	\$2,000.00	\$64,000	90%	\$57,600	\$6,400
Concrete Encasement	1	CY	\$250.00	\$250	100%	\$250	\$0
Ship & Hawthorne Pavement Restore	1	EA	\$1,600.00	\$1,600	0%	\$0	\$1,600
<u>R.O.W. Storm Drainage System</u>							
15" ADS N-12 Pipe	165	LF	\$65.00	\$10,725	90%	\$9,653	\$1,073
18" ADS N-12 Pipe	1126	LF	\$70.00	\$78,820	90%	\$70,938	\$7,882
Catch Basins	18	EA	\$3,600.00	\$64,800	90%	\$58,320	\$6,480
<u>Amended Subdivision Add'l Items</u>							
¾" Copper Water Services	18	EA	\$2,000.00	\$36,000	0%	\$0	\$36,000
4" PVC Gravity House Services	18	EA	\$2,000.00	\$36,000	0%	\$0	\$36,000
Trenching & pvmt restoration (add'l services)	36	EA	\$300.00	\$10,800	0%	\$0	\$10,800
Add'l driveway aprons, complete w/ curbing	18	EA	\$750.00	\$13,500	0%	\$0	\$13,500
Street Trees	15	EA	\$650.00	\$9,750	0%	\$0	\$9,750
Stormceptor, complete	1	EA	\$10,000	\$10,000	0%	\$0	\$10,000
<u>Page 2 Totals</u>				\$728,941		\$581,057	\$147,885

Sunset Ridge Subdivision - City of Newburgh
Site Improvement Bond Estimate 10-18-2017

TASK	QUANTITY		UNIT PRICE	TOTAL COST	% DONE	Balance Completed	Balance Remaining
<u>Off-Site Storm Drainage (Hawthorne Avenue)</u>							
18" ADS N-12 Pipe	235	LF	\$68.00	\$15,980	90%	\$14,382	\$1,598
24" ADS N-12 Pipe	85	LF	\$75.00	\$6,375	90%	\$5,738	\$638
5' Diameter Flushing Basins	1	EA	\$3,500.00	\$3,500	90%	\$3,150	\$350
Hawthorne Avenue Pavement Restore	235	LF	\$30.00	\$7,050	0%	\$0	\$7,050
Hawthorne Avenue Topsoil & Seed	235	LF	\$5.00	\$1,175	0%	\$0	\$1,175
<u>Parcel A – Storm Water Sand Filter</u>							
Clear & Grade	1300	SY	\$6.75	\$8,775	50%	\$4,388	\$4,388
Excavation & Backfill	1	EA	\$5,000.00	\$5,000	50%	\$2,500	\$2,500
Masonry Retaining Wall	870	SF	\$25.00	\$21,750	50%	\$10,875	\$10,875
12" Layer of Crushed Stone	166	SY	\$12.00	\$1,992	100%	\$1,992	\$0
Concrete Structure	80	CY	\$300.00	\$24,000	90%	\$21,600	\$2,400
3'-6" Railings	184	LF	\$12.00	\$2,208	0%	\$0	\$2,208
Sand/Gravel Media 2/Underdrain Pipe	1	EA	\$7,000.00	\$7,000	0%	\$0	\$7,000
10" ADS N-12 Inlet Pipe	60	LF	\$35.00	\$2,100	0%	\$0	\$2,100
15" ADS N-12 Outlet Pipe	28	LF	\$55.00	\$1,540	0%	\$0	\$1,540
Catch Basin	1	EA	\$3,600.00	\$3,600	0%	\$0	\$3,600
12" Shale Drive	38	SY	\$15.00	\$570	0%	\$0	\$570
6' High Chain Link Fence	325	LF	\$25.00	\$8,125	0%	\$0	\$8,125
Topsoil and Seed	1	EA	\$2,000.00	\$2,000	0%	\$0	\$2,000
White Pines	15	EA	\$650.00	\$9,750	0%	\$0	\$9,750
Soil Erosion & Sediment Control	0.5	AC	\$3,200.00	\$1,600	0%	\$0	\$1,600
As-Built Drawings	1	EA	\$1,000.00	\$1,000	0%	\$0	\$1,000
<u>Page 3 Total</u>				\$135,090		\$64,624	\$70,466

Sunset Ridge Subdivision - City of Newburgh
Site Improvement Bond Estimate 10-18-2017

TASK	TOTAL COST	Balance Completed	Balance Remaining
Total Page 1	\$762,067	\$513,541	\$248,526
Total Page 2	\$728,941	\$581,057	\$147,885
Total Page 3	\$135,090	\$64,624	\$70,466
GRAND TOTAL	1,626,098	1,159,221	466,876

Current Bond Amount: \$336,850

DATE: January 8, 2018

IRREVOCABLE STAND BY LETTER OF CREDIT #18-001

APPLICANT: Ionic Properties, LLC
PO Box 207
Lackawaxen, PA 18435

BENEFICIARY: City of Newburgh
Attn: Michelle Kelson
Corporation Counsel
83 Broadway
Newburgh, NY 12550

AMOUNT: \$130,026.00 (One Hundred Thirty Thousand and Twenty-Six and 00/100
U.S. Dollars)

EXPIRY: Twelve (12) months from issuance. This Letter of Credit shall be automatically extended for additional one (1) year periods unless at least sixty (60) days prior to the then current expiration date, The Dime Bank, shall notify Beneficiary and Applicant in writing via nationally recognized courier service that The Dime Bank elects not to renew this Letter of Credit for any additional period. Upon receipt of such notice by you and without limiting your right to draw on us at any other time as provided in this Standby Letter of Credit, you may draw on this letter of Credit prior to the then expiration date, submitting a sight draft drawn on us and a copy of The Dime Bank's notice advising that we elected not to renew this Letter of Credit.

ISSUER: The Dime Bank
Loan Department
820 Church Street
Honesdale PA 18431
(570) 253-8742

Issuer hereby issues in favor of Beneficiary this Standby Letter of Credit which funds are available to you after Applicant's default as provided herein by presentation of Beneficiary's Sight Draft drawn on The Dime Bank bearing the reference "Drawn under Letter of Credit No. 18-001 of The Dime Bank accompanied by the following:

1. A statement signed by an authorized representative of the City of Newburgh indicating name and title of signer and stating as follows along with the presentation of the original Letter of Credit and any Amendment(s) thereto.

2. The statement should indicate the dollar amount of the drawing under The Dime Bank Letter of Credit No. 18-001, which said amount represents funds due to the City of Newburgh from Ionic Properties, LLC as a result of Ionic Properties, LLC's failure and default in completing public improvements and infrastructures in connection with the subdivision known as "Sunset Ridge" located in the vicinity of Orchard Street and Morris Avenue in the City of Newburgh, NY.
3. That Ionic Properties, LLC and The Dime Bank were given notice of the said failure at least sixty (60) days prior to the date of the requested drawing.
4. The Dime Bank acknowledges herein to the identified beneficiary that:
An existing Letter of Credit identified as Letter of Credit #13013 originally dated 7/31/13 in an original amount of \$575,000, and later reduced by agreement of both parties to \$336,850, remains in full force from Ionic Properties, LLC to the benefit of The City of Newburgh. This Letter of Credit is a separate and distinct guarantee of performance from the applicant to the beneficiary from the subject guarantee contained herein.

Notwithstanding any reference in this Letter of Credit to other documents, instruments or agreements or reference in such other documents, this Letter of Credit contains the entire agreement among the Beneficiary and the Issuer with respect hereto.

The Dime Bank hereby engages with the Beneficiary that payment will be duly made against Sight Drafts and documents presented in conformity with the terms and conditions of this Letter of Credit.

In the event the subject Letter of Credit is no longer required by Beneficiary prior to the presentation of Sight Drafts, return of the original Letter of Credit and any amendments thereto along with your consent to the Letter of Credit cancellation shall be sent to the attention of The Dime Bank, 820 Church Street, Honesdale, PA 18431; Attention: Commercial Loan Department.

Dated: January 8, 2018

The Dime Bank

By: X


Thomas M. Didato

Vice President/Commercial Loan Officer

NMLS #1231410

TMD/lk

The City of Newburgh Office of the Corporation Counsel

City Hall – 83 Broadway
Newburgh, New York 12550

Michelle Kelson
Corporation Counsel

Tel. (845) 569-7335
Fax. (845) 569-7338

Jeremy Kaufman
Assistant Corporation Counsel

MEMORANDUM

TO: Lorene Vitek, City Clerk

FROM: Michelle Kelson, Corporation Counsel

RE: The Dime Bank to Ionic Properties, LLC
Modified Irrevocable Letter of Credit
Sunset Ridge

DATE: January 23, 2017

CC: Jason Morris, City Engineer
Kathryn Nivins, Comptroller
Deidre Glenn, Director of Planning and Development

Attached, please find original modified Irrevocable Letter of Credit No. 13-013 from The Dime Bank, in the amount of \$336,850.00, for filing in your office.



MICHELLE KELSON

MK/ar
attachment



820 CHURCH STREET, PO BOX 509
HONESDALE PA 18431 • 570-253-1902

DATE: January 18, 2017

IRREVOCABLE STAND BY LETTER OF CREDIT #13-013

APPLICANT: Ionic Properties, LLC
PO Box 207
Lackawaxen, PA 18435

BENEFICIARY: City of Newburgh
Attn: Michelle Kelson
Corporation Counsel
83 Broadway
Newburgh, NY 12550

THIS MODIFIED LETTER OF CREDIT HEREBY REPLACES IN ITS ENTIRETY THE IRREVOCABLE LETTER OF CREDIT DATED JULY 31, 2013 IN THE AMOUNT OF \$575,500.00. UPON RECIEPT OF THIS MODIFIED LETTER OF CREDIT, PLEASE RETURN THE ORIGINAL LETTER OF CREDIT DATED JULY 31, 2013 (BEARING THE SAME ILOC #13-013)

AMOUNT: We hereby **modify** this Irrevocable Letter of Credit in your favor for drawings up to \$336,850.00 (Three Hundred Thirty-Six Thousand Eight Hundred Fifty and 00/100 U.S. Dollars) effective immediately.

EXPIRY: Twelve (12) months from issuance. This Letter of Credit shall be automatically extended for additional one (1) year periods unless at least sixty (60) days prior to the then current expiration date, The Dime Bank, shall notify Beneficiary and Applicant in writing via nationally recognized courier service that The Dime Bank elects not to renew this Letter of Credit for any additional period. Upon receipt of such notice by you and without limiting your right to draw on us at any other time as provided in this Standby Letter of Credit, you may draw on this letter of Credit prior to the then expiration date, submitting a sight draft drawn on us and a copy of The Dime Bank's notice advising that we elected not to renew this Letter of Credit.

ISSUER: The Dime Bank
Loan Department
820 Church Street
Honesdale PA 18431
(570) 253-1970

(Continued on next page which forms an integral part of this Letter of Credit)



Issuer hereby issues in favor of Beneficiary this Standby Letter of Credit which funds are available to you after Applicant's default as provided herein by presentation of Beneficiary's Sight Draft drawn on The Dime Bank bearing the reference "Drawn under Letter of Credit No. 13-013 of The Dime Bank accompanied by the following:

1. A statement signed by an authorized representative of the City of Newburgh indicating name and title of signer and stating as follows along with the presentation of the original Letter of Credit and any Amendment(s) thereto.
2. The statement should indicate the dollar amount of the drawing under The Dime Bank Letter of Credit No. 13-013, which said amount represents funds due to the City of Newburgh from Ionic Properties, LLC as a result of Ionic Properties, LLC's failure and default in completing public improvements and infrastructures in connection with the subdivision known as "Sunset Ridge" located in the vicinity of Orchard Street and Morris Avenue in the City of Newburgh, NY.
3. That Ionic Properties, LLC and The Dime Bank were given notice of the said failure at least sixty (60) days prior to the date of the requested drawing.

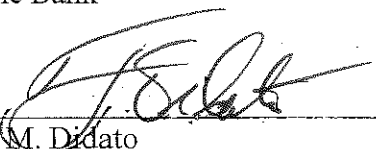
Notwithstanding any reference in this Letter of Credit to other documents, instruments or agreements or reference in such other documents, this Letter of Credit contains the entire agreement among the Beneficiary and the Issuer with respect hereto.

The Dime Bank hereby engages with the Beneficiary that payment will be duly made against Sight Drafts and documents presented in conformity with the terms and conditions of this Letter of Credit.

In the event the subject Letter of Credit is no longer required by Beneficiary prior to the presentation of Sight Drafts, return of the original Letter of Credit and any amendments thereto along with your consent to the Letter of Credit cancellation shall be sent to the attention of The Dime Bank, 820 Church Street, Honesdale, PA 18431; Attention: Commercial Loan Department.

Dated: January 18, 2017

The Dime Bank

By: X 
Thomas M. Didato
Vice President/Commercial Loan Officer
NMLS #1231410

TMD/bsd

A Step-by-Step Guide for Appointed/Elected Officials

Regulation 315.4 outlines additional reporting requirements for elected or appointed officials and more clearly defines the process for reporting time worked by those officials. The regulation became effective August 12, 2009.

Whether you are an elected or appointed official, member of a governing board or secretary or clerk, we think you'll find this step-by-step guide a helpful resource.

Responsible Party	Responsibility	Deadlines & Details
Elected or Appointed Official*	Keeps three-month record of work activities.	Starts record when term or appointment begins. Record must be complete within 150 days of taking office.
Elected or Appointed Official*	Submits record to secretary or clerk of the governing board.	Record must be submitted within 180 days of taking office.
Governing Board	Adopts the Standard Work Day and Reporting Resolution.**	At first regular meeting held after 180 days of term's beginning.
Governing Board	Posts resolution on the employer's website or, if no website is available to the public, on the official sign-board or at the main entrance to the clerk's office or similar office.	Resolution must be posted for a minimum of 30 days.
Secretary or Clerk	Files a certified copy of the resolution and affidavit of posting with the Office of the State Comptroller.	Certified copy and affidavit of posting must be filed within 45 days of resolution's adoption.
Secretary or Clerk	Retains records of work activities for 10 years.	
Secretary or Clerk	Provides complete copies to the Comptroller upon his or her request.	

* Elected and appointed officials are required to keep a record of work activities if:

- They are members of the Retirement System and
- They do not participate in an employer's time keeping system that shows hours worked. (This includes systems that keep track of accruals used and attest that, other than time charged to accruals, full hours were worked.)

Officials who are not Retirement System members do not need to prepare a record.

** The Standard Work Day and Reporting Resolution ensures days worked reported to the Retirement System are correct. It establishes the number of hours in a standard work day for each elected or appointed office and must also state:

- The term expiration;
- That the employer maintains daily records of time worked or the official has submitted a record of work activities to the clerk or secretary;
- The total number of days per month to be reported for each official.

If the governing board does not adopt a resolution, the official's service credit and membership benefits are suspended until the resolution is adopted, posted and filed.

RESOLUTION NO.: _____ - 2018

OF

JANUARY 22, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE A LETTER AGREEMENT BETWEEN THE CITY OF NEWBURGH
AND THE FIRM OF PKF O'CONNOR, DAVIES, LLP FOR AUDITING SERVICES FOR
FISCAL YEAR ENDING DECEMBER 31, 2017 FOR THE PRICE OF \$79,400.00**

WHEREAS, the firm of O'Connor, Davies, LLP has worked diligently in connection with the preparation of the City of Newburgh auditing for fiscal years ending December 31, 2011, 2012, 2013, 2014, 2015 and 2016; and

WHEREAS, based on experience and work history the City Comptroller has recommended that the firm of PKF O'Connor, Davies, LLP be retained for fiscal year ending December 31, 2017; and

WHEREAS, this Council has reviewed the letter agreement attached hereto and has determined it to be in the best interests of the City to enter into the same;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into a letter agreement with the firm of PKF O'Connor, Davies, LLP for auditing services for the fiscal year ending December 31, 2017 for the price of \$79,400.00.



January 11, 2018

Members of the City Council
City of Newburgh
City Hall
83 Broadway
Newburgh, New York 12550

Dear Members of the City Council:

This letter sets forth our understanding of the terms and objectives of our engagement, and the nature and scope of the services we will provide to the City of Newburgh ("the Entity").

Prior to the commencement of our audit(s) we may not know if an audit performed in accordance with the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Costs Principles and Audit Requirements for Federal Awards ("Uniform Guidance") is required. Consequently this letter includes the words "if applicable" next to relevant single audit communication requirements.

Audit objectives

We will audit the Entity's statements of the governmental activities, business-type activities, each major fund and the aggregate remaining fund information, which collectively comprise the basic financial statements of the Entity as of and for the year ended December 31, 2017 and issue our report thereon as soon as reasonably possible after completion of our work.

Accounting principles generally accepted in the United States of America provide for certain required supplementary information ("RSI"), such as management's discussion and analysis ("MD&A"), to supplement the Entity's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Entity's RSI in accordance with auditing standards generally accepted in the United States of America ("US. GAAS"). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by US GAAP and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis
- Schedule of Funding Progress – Other Post-Employment Benefits
- Schedules of Contributions and Proportionate Share of the Net Pension Liability

PKF O'CONNOR DAVIES, LLP
500 Mamaroneck Avenue, Harrison, NY 10528 | Tel: 914.381.8900 | Fax: 914.381.8910 | www.pkfod.com

PKF O'Connor Davies, LLP is a member firm of the PKF International Limited network of legally independent firms and does not accept any responsibility or liability for the actions or inactions on the part of any other individual member firm or firms.

We have also been engaged to report on supplementary information other than the RSI that accompanies the Entity's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with US GAAS and our auditors' report will provide an opinion on such information in relation to the financial statements as a whole:

- Combining and Individual Fund Financial Statements and Schedules
- Schedule of Expenditures of Federal Awards (if applicable)

We will conduct the audit in accordance with US GAAS, the standards for financial audits contained in Government Auditing Standards ("GAGAS") issued by the Comptroller General of the United States (if applicable), and the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance"), and will include tests of accounting records, a determination of major programs in accordance with Uniform Guidance (if applicable), and other procedures we consider necessary to enable us to express such an opinion and to render the required reports. The aforementioned standards require that we obtain reasonable, rather than absolute, assurance that the financial statements are free of material misstatement, whether caused by error or fraudulent financial reporting; misappropriation of assets, or violations of laws or governmental regulations that are attributable to the Entity's or to acts by management or employees acting on behalf of the Entity. Because the determination of abuse is subjective, GAGAS do not expect auditors to provide reasonable assurance of detecting abuse. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us even though the audit is properly planned and performed in accordance with US GAAS and GAGAS (if applicable). In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements and on those programs we have determined to be major programs (if applicable). However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting or misappropriation of assets and any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit (if applicable). We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential.

The objective of an audit is the expression of an opinion on whether these financial statements are presented fairly, in all material respects, in conformity with US GAAP and to report on the fairness of the supplementary information referred to in the preceding paragraph when considered in relation to the financial statements as a whole. The objective for our audit also includes reporting on:

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with GAGAS.

- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with Uniform Guidance (if applicable).

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Entity's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to GAGAS (if applicable).

Uniform Guidance (if applicable), requires that we also plan and perform the audit to obtain reasonable assurance about whether the Entity has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the "Uniform Guidance Compliance Supplement" for the types of compliance requirements that could have a direct and material effect on each of the Entity's major programs. The purpose of these procedures will be to express an opinion on the Entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to Uniform Guidance. As required by Uniform Guidance, we will also perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to prevent or detect material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Uniform Guidance.

If our opinion on either the financial statements or the Single Audit compliance (if applicable) is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion(s), we may decline to express an opinion or decline to issue a report as a result of the engagement.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to GAGAS, if applicable. An audit is also not designed to identify significant deficiencies or material weaknesses. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control and other internal control related matters relevant to the audit of the financial statements that we have identified during the audit, as required by US GAAS, GAGAS and Uniform Guidance (if applicable).

The report on internal control and compliance will include a paragraph that states that the purpose of the report is solely to describe the scope of testing of internal control over financial reporting and compliance, and the result of that testing, and not to provide an opinion on the effectiveness of

internal control over financial reporting or on compliance and that the report is an integral part of an audit performed in accordance with GAGAS in considering internal control over financial reporting and compliance and Uniform Guidance (if applicable) in considering internal control over compliance and major program compliance. The paragraph will also state that the report is not suitable for any other purpose.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form (if applicable) that summarize our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audit.

We will also communicate with those charged with governance any (a) fraud involving senior management and other fraud that causes a material misstatement of the financial statements; (b) violations of laws or governmental regulations that come to our attention (unless they are clearly inconsequential); (c) disagreements with management and other serious difficulties encountered in performing the audit; and, (d) various matters related to the Entity's accounting policies and financial statements.

As part of our engagement, we may propose standard, adjusting, or correcting journal entries to your financial statements. Management, however, has final responsibility for reviewing the proposed entries and understanding the nature and impact of the proposed entries to the financial statements. It is our understanding that management has designated qualified individuals with the necessary expertise to be responsible and accountable for overseeing the acceptance and processing of such journal entries.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Management's responsibilities

The financial statements and their fair presentation in accordance with US GAAP, including all informative disclosures, and supplementary information are the responsibility of the Entity's management. Management is also responsible for: (1) the selection and application of accounting policies; (2) the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge; (3) ensuring the Entity complies with the laws and regulations applicable to its activities; (4) making all financial records and related information available to us of which you are aware that is relevant to the preparation and fair presentation of the financial statements, as well as any additional information that we may request for the purpose of the audit; (5) providing us with unrestricted access to persons within the Entity from whom we determine it necessary to obtain audit evidence; and (6) adjusting the financial statements and supplementary information to correct material misstatements.

Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of Uniform Guidance (if applicable). As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards (if applicable), and related notes. You agree to include our report on the schedule of expenditures of federal awards (if applicable) in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards (if applicable). You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards (if applicable) that includes our report thereon. You are responsible for making all management decisions and assuming all management responsibilities relating to the financial statements, schedule of expenditures of federal awards (if applicable) and related notes, and for accepting full responsibility for such decisions.

Management's responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with US GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with US GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

In order to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements, management is responsible for establishing and maintaining effective internal control, including internal control over compliance, and for evaluating and monitoring ongoing activities.

Management's responsibilities also include identifying any significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the Entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Entity received in communications from employees, former employees, grantors, regulators or others. In addition, you are responsible for identifying and ensuring that the Entity complies with applicable laws, regulations, contracts, agreements and grants and for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report. Additionally, as required by Uniform Guidance (if applicable), it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the audit objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or

studies. The Entity is also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

At the conclusion of the engagement, we will request from management written confirmation concerning representations made to us in connection with the audit. The representation letter, among other things, will confirm management's responsibility for: (1) the preparation of the financial statements in conformity with US GAAP, (2) the availability of financial records and related data, and (3) the completeness and availability of all minutes of board meetings. Management's representation letter will further confirm that: (1) the effects of any uncorrected misstatements aggregated by us during the engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole, and (2) we have been informed of, or that there were no incidences of, fraud involving management or those employees who have significant roles in the Entity's internal control. You will also be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and schedule of expenditures of federal awards (if applicable) and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards (if applicable), and related notes prior to their issuance and have accepted responsibility for them. We will place reliance on these representations in issuing our report.

In the event that we become obligated to pay any cost, settlement, judgment, fine, penalty, or similar award or sanction as a result of a claim, investigation, or other proceeding instituted by any third party, as a direct or indirect result of an intentional, knowing or reckless misrepresentation or provision to us of inaccurate or incomplete information by the Entity or, any elected official, member of management or employee thereof in connection with this engagement, and not any failure on our part to comply with professional standards, you agree to indemnify us against such obligations.

To the best of your knowledge, you are unaware of any facts which might impair our independence with respect to this engagement.

The financial statements are the property of the Entity and can be reproduced and distributed as management desires.

You may wish to include our report on these financial statements in a registration statement proposed to be filed under the Securities Act of 1933 or in some other securities offering. You agree that reference to our Firm will not be included in any such offering without our prior permission or consent. Any agreement to perform work in connection with an offering, including an agreement to provide permission or consent, will be a separate engagement.

If you do not engage us for this service, the following paragraph must be included in the offering statement – "PKF O'Connor Davies, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. PKF O'Connor Davies, LLP also has not performed any procedures relating to this official statement."

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

We understand that your accounting department personnel will assist us to the extent practicable in completing the audit. They will provide us with detailed trial balances, supporting schedules, and other information we deem necessary. A list of these schedules and other items of information will be furnished to you before we begin the audit. The timely and accurate completion of this information is an essential condition to our completion of the audit and the issuance of the audit report.

We keep documents related to this engagement in accordance with our records retention policy and applicable regulations or for any additional period requested by the applicable cognizant agency (if applicable). If we are aware that a federal awarding agency (if applicable) or the Entity is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation. We do not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

Management is responsible for management decisions and assuming all management responsibilities; for designating an individual with suitable skill, knowledge, and/or experience to oversee the non-attest services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

Non Reliance on Oral Advice

It is our policy to put all advice on which a client intends to rely in writing. We believe that is necessary to avoid confusion and to make clear the specific nature and limitations of our advice. You should not rely on any advice that has not been put in writing by our firm after a full supervisory review.

Electronic and other communication

During the course of the engagement, we may communicate with you or with Entity personnel via fax or e-mail. You should be aware that communication in those media may be unsafe to use and contains a risk of misdirection and/or interception by unintended third parties, or failed delivery or receipt. In the event that the communication provided in this manner contains essential information, we shall require a confirmation of receipt. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of e-mail or other electronic transmissions, including any consequential, incidental, direct, indirect or special damages.

Access to working papers

During the course of this engagement, we will develop files of various documents, schedules and other related engagement information known as our working papers. As we are sure you can appreciate, these working papers may contain confidential information and our firm's proprietary data. You understand and agree that these working papers are, and will remain, our exclusive property. Except as discussed below, any requests for access to our working papers will be discussed with you before making them available to requesting parties:

- (1) Our firm, as well as other accounting firms, participates in a peer review program covering our audit and accounting practices. This program requires that once every three years we subject our system of quality control to an examination by another accounting firm. As part of this process, the other firm will review a sample of our work. It is possible that the work

we perform for you may be selected for review. If it is, the other firm is bound by professional standards to keep all information confidential.

- (2) We may be requested to make certain working papers available to regulators pursuant to authority given to them by law, regulation or subpoena. Such regulators may include (i) a federal agency providing direct or indirect funding or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities; (ii) the American Institute of Certified Public Accountants; and (iii) the State Education Department. If requested, access to such working papers will be provided under the supervision of our personnel. Furthermore, upon request, we may provide photocopies of selected working papers to them. The regulator may intend, or decide, to distribute the photocopies or information contained therein to others, including other government agencies.

Fees and billing

We estimate our fees will be \$79,400.

The audit fee is based on anticipated cooperation from your personnel, audit condition of the books and records and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

In accordance with our firm policies, work may be suspended if your account becomes overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Our fees for these services are due and payable under the payment schedule which follows. Invoices for additional amounts that may be incurred for these and other services will be rendered as such work progresses and are payable upon presentation.

Payments will be due	Percentage
Upon completion of our audit field work	75%
Upon submission of the final report and management letter	25%
	100%

Our hourly rates for any additional services for the initial year of the engagement are detailed below.

Hourly Rate for Professional Services

*	Senior Partner	\$	300
**	Partner		290
**	Senior Manager		230
**	Manager		200
**	Supervisor		175
**	Senior Accountant		155
**	Staff Accountant		135

* Represents a discount from standard rate of \$395

** Represents a 20% discount from standard rates

Liability

Any and all claims by the Entity arising under this engagement must be commenced by the Entity within one year following the date on which our firm delivered our report on the financial statements associated with this engagement, or the date the Entity is informed of the engagement's termination in the event our report is not delivered, for any reason.

You agree to indemnify our firm, its partners, principals and employees, to the fullest extent permitted by law for any expense, including compensation for our time at our standard billing rates and reimbursement for our out-of-pocket expenses and reasonable attorneys' fees, incurred in complying with or responding to any request (by subpoena or otherwise) for testimony, documents or other information concerning the Entity by any governmental agency or investigative body or by a party in any litigation or dispute other than litigation or disputes involving claims by the Entity against the firm. This indemnification will survive termination of this engagement.

Dispute resolution

Any claim or controversy ("dispute") arising out of or relating to this engagement, the services provided thereunder, or any other services provided by or on behalf of the firm or any of its subcontractors or agents to the Entity or at its request (including any dispute involving any person or entity for whose benefit the services in question are or were provided), shall first be submitted in good faith for mediation administered by the American Arbitration Association ("AAA") under its Mediation Rules. Each party shall bear its own costs in the mediation. Absent an agreement to the contrary, the fees and expenses of the mediator shall be shared equally by the parties.

If the dispute is not resolved by mediation within 90 days of its submission to the mediator, then, and only then, the parties shall submit the dispute for arbitration administered by the American Arbitration Association under its Professional Accounting and Related Services Dispute Resolution Rules (the "Rules"). The arbitration will be conducted before a single arbitrator selected from the AAA's Panel of Accounting Professionals and Attorneys and shall take place in New York, New York.

Any discovery sought in connection with the arbitration must be expressly approved by the arbitrator upon a showing of substantial need by the party seeking discovery.

All aspects of the arbitration shall be treated as confidential. The parties and the arbitrator may disclose the existence, content or result of the arbitration only as expressly provided by the Rules.

The arbitrator shall issue his or her final award in a written and reasoned decision to be provided to each party. In his or her decision, the arbitrator will declare one party the prevailing party. The arbitrator shall have the power to award to the prevailing party reasonable legal fees associated with the arbitration and prior mediation. The arbitrator shall have no authority to award non-monetary or equitable relief of any sort. The arbitrator shall not have authority to award damages that are punitive in nature, or that are not measured by the prevailing party's actual compensatory loss.

The award reached as a result of the arbitration will be binding on the parties and confirmation of the arbitration award may be sought in any court having jurisdiction.

This engagement will be governed by the laws of the State of New York, without giving effect to any provisions relating to conflict of laws that would require the laws of another jurisdiction to apply.

Confirmation and other

Jeff Shaver is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

GAGAS require that we provide you with a copy of our most recent external peer review report, and any subsequent peer review reports received during the period of the contract. Our latest peer review report accompanies this letter.

We will provide copies of our reports to the Entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

Our audit engagement each year ends on delivery of our audit report covering that year. Requests for services other than those included in this engagement letter will be agreed upon separately.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the applicable cognizant agency. If we are aware that a federal (and/or state) awarding agency or the Entity is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

All rights and obligations set forth herein shall become the rights and obligations of any successor firm to PKF O'Connor Davies, LLP by way of merger, acquisition or otherwise.

Either party may cancel this agreement upon thirty (30) days notice in writing to the other. In the event of exercise of this right by the Entity it shall pay for any billed and unbilled fees for completed work as of the date of the cancellation.

If this letter correctly expresses your understanding of the terms of our engagement, including our respective responsibilities, please sign the enclosed copy where indicated and return it to us.

We are pleased to have this opportunity to serve you.

Very truly yours,

PKF O'Connor Davies, LLP
PKF O'Connor Davies, LLP

Enc.

The services and terms described in the foregoing letter are in accordance with our requirements and are acceptable to us.

CITY OF NEWBURGH, NEW YORK

BY: _____

TITLE: _____

DATE: _____

PKF O'Connor Davies, LLP, is a member firm of PKF International Limited, a network of legally independent firms. Neither the other member firms nor PKF International Limited are responsible or accept liability for the work or advice which PKF O'Connor Davies, LLP provides to its clients.
--

* * *



Report on the Firm's System of Quality Control

June 14, 2017

To the Partners of PKF O'Connor Davies, LLP and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of PKF O'Connor Davies, LLP (the firm) in effect for the year ended December 31, 2016. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Davie Kaplan, CPA, P.C.
1000 First Federal Plaza • Rochester, New York 14614
Tel: 585-454-4161 • Fax: 585-454-2573 • www.daviekaplan.com

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans, and examinations of service organizations SOC 1 and SOC 2 engagements.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of PKF O'Connor Davies LLP in effect for the year ended December 31, 2016, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. PKF O'Connor Davies LLP has received a peer review rating of *pass*.

Davie Kaplan, CPA, P.C.

DAVIE KAPLAN, CPA, P.C.

Davie Kaplan, CPA, P.C.
Certified Public Accountants

RESOLUTION NO.: _____ - 2018

OF

JANUARY 22, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT DONATIONS
IN SUPPORT OF THE DUTCH REFORMED CHURCH
AND FURTHER ESTABLISHING A TRUST-IN-AGENCY ACCOUNT
FOR SUCH DONATIONS**

WHEREAS, the City of Newburgh acknowledges the historic significance of the A.J. Davis 1835 Dutch Reformed Church; and

WHEREAS, various businesses, firms and individuals have made and are willing to make contributions of money and in-kind assistance to support the restoration, stabilization and maintenance of the Dutch Reformed Church; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept said donations for the Dutch Reformed Church with the appreciation and thanks of the City of Newburgh on behalf of its residents, citizens and stakeholders, for their support of this historical, architectural and cultural gem; and

BE IT FURTHER RESOLVED, that the City Council of the City of Newburgh hereby establishes a Trust-in-Agency Account: TE.7130.0400.0000.00000 - Dutch Reform Restoration Donations for such donations which will be used for the restoration, stabilization and maintenance of the Dutch Reformed Church.

RESOLUTION NO.: _____ - 2018

OF

JANUARY 22, 2018

**RESOLUTION AMENDING RESOLUTION NO: 333-2017,
THE 2018 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK
TO ADJUST FOR INSURANCE RECOVERY FUNDS ALLOCATED TO
FUND BALANCE TO BE APPLIED TO FIRE DEPARTMENT VEHICLE PURCHASE**

WHEREAS, the Fire Department received an insurance recovery in the amount of \$11,661.28 for damage to a department vehicle in 2016 and those funds were allocated to fund balance; and

WHEREAS, by Resolution No. 273-2017 of September 25, 2017, the City Council accepted SFY 2017-2018 New York State Senate Initiative grant funding for the purchase of 2 sport utility vehicles for the Newburgh Fire Department; and

WHEREAS, the Fire Department proposes to combine the insurance recovery funds with the grant funds and the sale of surplus equipment in order to complete the purchase of the 2 sport utility vehicles; and

WHEREAS, it is necessary to adjust the 2018 Budget to reflect the allocation of the insurance recoveries in fund balance to the Fire Department motor vehicle equipment purchase; the same being in the best interest of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that Resolution No.: 333-2017, the 2018 Budget of the City of Newburgh, is hereby amended as follows:

	<u>Increase</u>
A.0000.599.1000 - Appropriated Fund Balance	\$11,661.28
A.3412.0202 - Motor Equipment	<u>\$11,661.28</u>
TOTAL:	\$11,661.28

RESOLUTION NO.: _____ - 2018

OF

JANUARY 22, 2018

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 182 RENWICK STREET (SECTION 45, BLOCK 15, LOT 10) AND
184 RENWICK STREET (SECTION 45, BLOCK 15, LOT 11)
AT PRIVATE SALE TO WILLIAM MCCARTNEY FOR THE AMOUNT OF \$60,000.00

WHEREAS, the City of Newburgh has acquired title to several parcels of real property by foreclosure *In Rem* pursuant of Article 11 Title 3 of the Real property Tax law of the State of New York; and

WHEREAS, pursuant to Section 1166 of the Real Property Tax Law the City may sell properties acquired by foreclosure *In Rem* at private sale; and

WHEREAS, the City of Newburgh desires to sell 182 Renwick Street and 184 Renwick Street, being more accurately described as Section 45, Block 15, Lots 10 and 11, respectively, on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has offered to purchase this property at private sale; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to sell said property to the prospective buyer for the sum as outlined below, and upon the same terms and conditions annexed hereto and made a part hereof,

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchasers be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before April 27, 2018, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
182 Renwick Street	45 - 15 - 10	William McCartney	\$60,000.00
184 Renwick Street	45 - 15 - 11		

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the parcel is not required for public use.

Terms and Conditions Sale

182 Renwick Street, City of Newburgh (45-15-10)

184 Renwick Street, City of Newburgh (45-15-11)

STANDARD TERMS:

1. City of Newburgh acquired title to these properties in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2017-2018, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2017-2018, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. Notice is hereby given that the property lies within the East End Historic District as designated upon the zoning or tax map. This parcel is being sold subject to all provision of law applicable thereto and it is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance with same.
7. Notice is hereby given that the property is vacant and unoccupied. The parcels are being sold subject to the City's Vacant Property Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the property and remit the vacant property fee. It is the sole responsibility of the purchaser to redevelop such parcel in accordance with same.
8. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed

by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.

9. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
10. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
11. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before April 27, 2018. Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.

17. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed.
18. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: _____ - 2018

OF

JANUARY 22, 2018

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN
AS 420 FIRST STREET (SECTION 21, BLOCK 1, LOT 22)
AT PRIVATE SALE TO WILLIAM MCCARTNEY FOR THE AMOUNT OF \$20,000.00**

WHEREAS, the City of Newburgh has acquired title to several parcels of real property by foreclosure *In Rem* pursuant of Article 11 Title 3 of the Real property Tax law of the State of New York; and

WHEREAS, pursuant to Section 1166 of the Real Property Tax Law the City may sell properties acquired by foreclosure *In Rem* at private sale; and

WHEREAS, the City of Newburgh desires to sell 420 First Street, being more accurately described as Section 21, Block 1, Lot 22 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has offered to purchase this property at private sale; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to sell said property to the prospective buyer for the sum as outlined below, and upon the same terms and conditions annexed hereto and made a part hereof,

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before April 27, 2018, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
420 First Street	21 - 1 - 22	William McCartney	\$20,000.00

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the parcel is not required for public use.

Terms and Conditions of Sale

420 First Street, City of Newburgh

(21-1-22)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2017-2018, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2017-2018, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. Notice is hereby given that the property is vacant and unoccupied. The parcel is being sold subject to the City's Vacant Property Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the property and remit the vacant property fee. It is the sole responsibility of the purchaser to redevelop such parcel in accordance with same.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.

8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before April 27, 2018. Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
11. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
12. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
13. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
14. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
15. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least ten (10) days in advance of closing title and approved by the City's Engineer.
16. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.

17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: _____ - 2018

OF

JANUARY 22, 2018

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN
AS 101 CARTER STREET (SECTION 22, BLOCK 6, LOT 3.2)
AT PRIVATE SALE TO LIBAN ADDE FOR THE AMOUNT OF \$31,000.00**

WHEREAS, the City of Newburgh has acquired title to several parcels of real property by foreclosure *In Rem* pursuant of Article 11 Title 3 of the Real property Tax law of the State of New York; and

WHEREAS, pursuant to Section 1166 of the Real Property Tax Law the City may sell properties acquired by foreclosure *In Rem* at private sale; and

WHEREAS, the City of Newburgh desires to sell 101 Carter Street, being more accurately described as Section 22, Block 6, Lot 3.2 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has offered to purchase this property at private sale; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to sell said property to the prospective buyer for the sum as outlined below, and upon the same terms and conditions annexed hereto and made a part hereof,

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before April 27, 2018, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
101 Carter Street	22 - 6 - 3.2	Liban Adde	\$31,000.00

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the parcel is not required for public use.

Terms and Conditions of Sale

101 Carter Street, City of Newburgh

(22-6-3.2)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2017-2018, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2017-2018, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. Notice is hereby given that the property is vacant and unoccupied. The parcel is being sold subject to the City's Vacant Property Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the property and remit the vacant property fee. It is the sole responsibility of the purchaser to redevelop such parcel in accordance with same.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.

8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before April 27, 2018. Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
11. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
12. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
13. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
14. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
15. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least ten (10) days in advance of closing title and approved by the City's Engineer.
16. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.

17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: _____ - 2018

OF

JANUARY 22, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A
TELECOMMUNICATIONS ATTACHMENT AND RIGHTS-OF-WAY AGREEMENT
WITH MOBILITIE, LLC**

WHEREAS, Mobilitie, LLC is a Competitive Local Exchange Carrier with authority to operate throughout the State of New York to provide telecommunications services; and

WHEREAS, the City of Newburgh is required by federal and State statutes, regulations and orders to grant all telecommunications service providers access to and occupancy of the public rights-of-way within the City on a non-discriminatory basis for the purpose of installing facilities to provide telecommunications services; and

WHEREAS, Mobilitie, LLC has requested access to and occupancy of the City's rights-of-way for the purpose of installing small cell infrastructure on existing utility poles and light poles, including utility poles and light poles owned by the City, within the jurisdictional boundaries of the City; and

WHEREAS, the City is authorized by State statutes, regulations and orders to recover just and reasonable costs for administering telecommunications providers' access to the public rights-of-way within City's jurisdictional boundaries and requires an agreement between Mobilitie, LLC, and the City; and

WHEREAS, this Council has reviewed a Telecommunications Attachment and Rights-of-Way Agreement with Mobilitie, LLC and finds that entering into such Agreement is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that this action constitutes a "Type II", as the quoted term is defined in the State Environmental Quality Review Act Regulations and that no further review for SEQRA purposes is required; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to execute the attached Telecommunications Attachment and Rights-of-Way Agreement., in substantially the same form as attached hereto and made part hereof with other provisions as Corporation Counsel may require, with Mobilitie, LLC for the installation of small cell infrastructure on utility poles and light poles located within the jurisdictional boundaries of the City of Newburgh.

TELECOMMUNICATIONS ATTACHMENT AND RIGHTS-OF-WAY AGREEMENT

The CITY of NEWBURGH, NY (“CITY”), a municipal corporation organized and existing under the laws of New York, and MOBILITIE, LLC, a limited liability company, organized and existing under the laws of Nevada (“Mobilitie”), hereby enter into this Telecommunications Attachment and Rights-of-Way Agreement (“Agreement”) effective as of _____, 2018 (the “Effective Date”).

WHEREAS Mobilitie is a Competitive Local Exchange Carrier with authority to operate throughout the State of New York to provide telecommunications services; and

WHEREAS CITY is required by federal and State statutes, regulations and orders to grant all telecommunications service providers access to and occupancy of the public rights-of-way in CITY on a non-discriminatory basis for the purpose of installing facilities to provide telecommunications services; and

WHEREAS the jurisdictional boundaries of CITY include public rights-of-way and facilities that are used by, and useful to, telecommunications providers; and

WHEREAS CITY is authorized by State statutes, regulations and orders to recover just and reasonable costs for administering telecommunications providers’ access to the public rights-of-way within CITY’s jurisdictional boundaries.

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained the CITY and Mobilitie, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agree as follows:

1. Definitions

Except as the context may otherwise require, each capitalized word or phrase in this Agreement shall have the meaning specified herein. All other terms in this Agreement shall be interpreted in accord with common usage in the telecommunications industry. Without limiting the generality of the foregoing, for purposes of this Agreement, the terms listed below are defined as follows:

- 1.1. “Attachment” means the placement, attachment or installation of one or more items of Equipment on, over, under or within any CITY ROW or to any CITY Facility.
- 1.2. “Commission” or “PUC” means the State of New York Public Service Commission.
- 1.3. “Equipment” means any and all radios, amplifiers, optical converters, multiplexers, antennae, cables, wires, conduits, innerducts, pedestals, boxes, cabinets, primary and auxiliary power supplies, power meters, support structures, mounting hardware, and all related or ancillary devices which may

be owned by Licensee or Licensee's customers which shall be installed, maintained, operated or used by Mobilitie to provide Service.

- 1.4. "Mobilitie" shall mean MOBILITIE, LLC, organized under the laws of the State of Nevada and to which the Commission has issued a certificate to operate as a provider of telecommunications services.
- 1.5. "Fee" means any one-time or recurring amount to be paid by Mobilitie pursuant to this Agreement. Without limiting the generality of the foregoing, "Attachment Fees" means Fees paid in consideration of Attachments to Facilities, and "ROW Fees" means Fees paid to cover the reasonable costs for CITY to administer access to its ROW.
- 1.6. "Facility" or "Facilities" means any CITY-owned or leased structure upon or within which it is technically feasible to place Equipment, including, but not limited to any CITY -owned light poles or fixtures, traffic signal poles, or conduit in CITY Rights-of-Way.
- 1.7. "Node Poles" means those utility poles or Facilities to which Mobilitie proposes to attach items of Equipment, other than wires and fiber optic cabling.
- 1.8. "Pole Placement" means the placement of a new wooden, metal or concrete pole or other vertical structure in CITY ROW when necessary or useful for Mobilitie's provision of Service. "Pole Placement" does not include replacement of existing Utility Infrastructure poles.
- 1.9. "Restore" means returning a CITY Facility or ROW to the condition it was in prior to Attachment, excepting reasonable wear and tear.
- 1.10. "Rights-of-Way" or "ROW" means the public ways and other areas now or hereafter existing that are owned by or otherwise subject to the jurisdiction and control of CITY , including without limitation, all space in, upon, above, along, across, under, and over any or all of the following: highways, streets, roads, lanes, courts, ways, alleys, boulevards, paths, curbs, sidewalks, bridges, overpasses, underpasses, tunnels, parks, parkways, waterways, easements, conduit, vaults, access manholes and "handholes".
- 1.11. "Service" means the transport, transmission and reception of signals carrying voice and data communications, including but not limited to format and/or protocol conversion and point-to-point transport of signals over fiber optic cables and other wireline connections as Mobilitie provides as authorized by the [PUC/PSC] or Federal Communications Commission.
- 1.12. "State" means the State of New York.

- 1.13. “Utility Infrastructure” means existing poles and/or conduits owned or controlled by public or private utility companies, other than CITY-owned utility companies that are located in the ROW.

2. Grant of Access and Occupancy Rights

- 2.1. Attachment to Third-Party Property. Subject to obtaining an existing utility easement or other suitable form of written permission of the owner(s) of the affected property, CITY hereby authorizes and permits Mobilitie to enter upon the ROW and to attach, install, operate, maintain, remove, reattach, reinstall, relocate, and replace Equipment in or on Utility Infrastructure or other structures lawfully owned and operated by public utility companies or other property owners and located within or outside the Rights-of-Way. Upon request by CITY, Mobilitie shall furnish to the City documentation in a form reasonably acceptable to the City of such permission from the individual utility or property owner. City shall provide a response to Mobilitie within thirty days of submission of a completed application to access the ROW. A denial of an application for the Attachment of Equipment to Utility Infrastructure or other third-party poles or structures shall not be based upon the size, quantity, shape, color, weight, configuration, or other physical properties if Mobilitie’s Equipment proposed for use is not materially different in size, shape and color of telecommunications or electrical equipment then existing in the ROW. The reason for any denial shall be provided in writing with the denial.
- 2.2. Approval of Equipment Design, Configurations and Attachments. Mobilitie will submit to CITY an application with a proposed design for any Equipment that Mobilitie proposes to use in CITY Rights-of-Way. Such application shall include a map or annotated aerial photograph identifying which Utility infrastructure or Facilities Mobilitie seeks to use for Attachments.
- 2.3. Change in Equipment. If Mobilitie proposes an Attachment or installation of Equipment that differs in a material way from existing Equipment, then Mobilitie shall first obtain the written approval for the use and installation of the Equipment from an authorized representative of CITY.
- 2.4. Equipment Attachment to Facilities. CITY hereby grants to Mobilitie the nonexclusive right, privilege, and license to enter and occupy CITY’s Rights-of-Way. Such right to enter and occupy shall be for purposes of, and/or in connection with, Attachments of Equipment, and shall be subject to applicable rules, regulations or statutes setting forth non-discriminatory and reasonable controls as to the time, place and manner in which CITY’s Rights-of-Way are accessed and occupied in order to protect the health, safety and welfare of the public.

- 2.5. Pole Placements. In the event that an Mobilitie application for Attachment is deemed impractical or denied by CITY due to lack of existing Facilities, the parties agree that either Mobilitie shall be granted the right for Pole Placement in the Rights-of-Way or CITY shall place a Facility for Attachment of Mobilitie's Equipment. City shall provide a response to Mobilitie within thirty days of submission of a completed application. The reason for any denial shall be provided in writing with the denial. A denial of an application for Pole Placement shall not be based upon the size, quantity, shape, color, weight, configuration, or other physical properties of Mobilitie's Equipment if the Equipment proposed conforms to Equipment which is already existing.
- 2.5.1. If the parties agree that Pole Placement is to be effected by Mobilitie, Mobilitie shall bear the entire cost and expense of all placement, installation, construction, and maintenance for Pole Placement.
- 2.6. Structural Integrity of Facility. If Mobilitie selects a Facility that is structurally inadequate to accommodate Equipment, Mobilitie may at its sole cost and expense replace the Facility with one that is acceptable to and approved by the City and dedicate such Facility to the CITY, provided that Mobilitie shall be entitled to a credit against the Attachment Fees otherwise payable with respect to such Facility that is equal to the out-of-pocket cost of such replacement Facility paid by or for the account of Mobilitie.
- 2.7. Assignment of Cost. Except as otherwise provided in this Agreement, Mobilitie shall bear the entire cost and expense of all placement, installation, construction, maintenance, and operation of Equipment and/or Attachments and Pole Placements by Mobilitie in the Rights-of-Way, and shall hold CITY harmless from any such costs or expense.
- 2.8. Power for Equipment and Facilities. Mobilitie will be solely responsible for establishing electrical power services for all of its Equipment and for the payment of all electrical utility charges to the applicable utility company. Notwithstanding this provision, CITY and Mobilitie may mutually agree that Mobilitie may power its Equipment Attachments to Facilities from a power source available at or associated with the relevant CITY Facilities.
- 2.9. Additional Future Attachments. Mobilitie may apply to CITY to expand its initial Network installation through the same process as specified in this Section 2.

3. Term

Unless otherwise agreed, the term of this Agreement shall commence on the Effective Date and continue thereafter for an initial period of ten (10) years (the "Initial Term"). Mobilitie shall have the right to extend this Agreement for up to four renewal terms of five (5) years. The Agreement shall renew unless Mobilitie gives CITY written notice of its election not to

renew this Agreement not less than 180 days prior to the expiration of the Initial Term or a Renewal Term.

4. Fees

- 4.1. ROW Fees. Mobilitie shall pay ROW Fees to cover CITY's reasonable cost of administering Mobilitie's access to and occupancy of CITY's ROW for new Pole Placement and for installation of Mobilitie Equipment within, over or under CITY's ROW, including Attachments to facilities owned by third parties. Such ROW Fees shall be computed on the basis of the rates set forth in Exhibit A attached and shall be based only on the number of Node Poles in use by Mobilitie within the geographic boundaries of CITY during the relevant period. Subject to Section 5.3, Mobilitie may remove any Equipment or Attachments in the ROW at any time and the corresponding ROW Fees shall cease upon removal.
- 4.2. Attachment Fees. Mobilitie shall pay Attachment Fees to CITY for each CITY-owned or leased Facility to which Mobilitie makes an Attachment. Such Attachment Fees shall be computed on the basis of the rates set forth in Exhibit A attached. Notwithstanding the foregoing, Mobilitie shall not be liable for payment of any Attachment Fee if for any reason CITY's Facility is or subsequently becomes unusable for Attachments, or Mobilitie withdraws its application for Attachment to such Facility before completing such Attachment or putting the Equipment into productive service. Subject to Section 5.3, Mobilitie may remove any Attachment at any time and the corresponding Attachment Fees shall cease upon removal.
- 4.3. Other Fees and Compensation. The foregoing Fees are in addition to and not in lieu of any other non-discriminatory administrative fees and charges, imposed by CITY in connection with the issuance of construction permits, provision of copies of records, etc.
- 4.4. Payment Terms. All Fees payable pursuant to this Section 4 shall be paid annually in advance no later than January 31st of each year, and shall be based on the total Fees due for all Equipment, Attachments, and/or Node Poles occupying City ROW and/or Facilities as of December 3rd of the previous year. Initial Fees for all new Equipment, Attachments, and/or Node Poles placed on City ROW and/or Facilities shall be paid in advance and due within 30 days of the date on which construction of the Equipment, Attachments, and/or Node Poles is completed (the "Commencement Date"). There shall be no proration of Fees.
- 4.5. Changes to Laws and Regulations Affecting Fee Rates. Mobilitie and CITY acknowledge and agree that, in order to expedite the development and construction of Mobilitie's DAS Network for the benefit of residents and visitors in CITY the rates set forth in Exhibit A have been negotiated by the

parties without complete information concerning their reasonableness relative to the costs to be incurred by CITY or the rates being charged to others for similar access, use and attachments in the same or contiguous market areas, and without regulatory review. Therefore, during the term of this Agreement if: (a) lower rates are established or charged to Mobilitie's competitors as a result of any ordinance or regulation subsequently adopted by CITY or by the State or any federal agency having jurisdiction over such determinations; or (b) a court or regulatory agency makes a final, non-appealable determination that the rates set forth in Exhibit A or any portion thereof or any rates for similar access, use or attachments in the same or contiguous market areas that are equal to or lower than such rates are not reasonable or legal, then the parties shall negotiate in good faith to reduce the rates set forth in Exhibit A accordingly. Further if by the State or any federal agency having jurisdiction over such determinations; or (b) a court or regulatory agency makes a final, non-appealable determination that the terms and conditions of access to the ROW or rights of attachment to Facilities is materially different from or in addition to the rights set forth herein, the Parties will negotiate in good faith to amend the Agreement to reflect such determinations.

5. Construction

- 5.1. CITY Approval. Prior to commencing construction, Mobilitie shall identify to City Manager those portions of CITY's Rights-of-Way that Mobilitie needs to access and/or occupy, and CITY's Facilities, if any, upon which Mobilitie seeks to make Attachments. Further, Mobilitie shall provide a map or annotated aerial photograph identifying which Facilities Mobilitie seeks to use for Attachments. The City will identify those Facilities to which Mobilitie can attach its Equipment. CITY shall have forty-five (45) days to review and approve Mobilitie's construction plans, which approval shall not be unreasonably withheld, conditioned or delayed. CITY shall notify Mobilitie in writing of its approval or disapproval of Mobilitie's proposed construction plans and Attachments. In the event that CITY personnel fail to deliver to Mobilitie written notice of approval or disapproval of such plans and Attachments within forty-five (45) days, such plans and Attachments shall be deemed approved by CITY. Mobilitie shall have the ability to use contractors pre-approved by the CITY to perform pre-construction and make-ready work.
- 5.2. Avoidance of Interference. Mobilitie agrees that the placement, installation, construction, maintenance, operation and removal of Equipment installed in CITY Rights-of-Way and its Attachments to CITY Facilities or Utility Infrastructure shall be carried out in such locations and in such manner so as not to unreasonably interfere with water, gas, sewer pipe, traffic signal, street light and other utilities and conduits already existing.

- 5.3. Permits. Mobilitie further agrees to obtain all necessary excavation or encroachment permits setting forth time, place and manner restrictions necessary to protect the health, safety and welfare of the public, prior to commencing construction required for Equipment Attachment or Pole Placement in CITY's Rights of Way or Facilities. CITY agrees to cooperate in expediting the issuance of such permits as reasonably requested by Mobilitie in order to meet the reasonable requirements of Mobilitie's customers and the telecommunications services needs of end users served by them.
- 5.4. Street Furniture Cabinets. If a portion of Mobilitie's Equipment, not including antennas, cannot be accommodated on CITY's Facilities, the parties agree that Mobilitie may place such equipment in above-ground street furniture and equipment cabinets located in the Rights-of-Way, subject to the review, and approval of the CITY Planner, or in his/her discretion, Planning Board of equipment size, design and location as part of the City's management of its rights of way. In no instance shall the installation of any of Mobilitie's Equipment in street furniture or equipment cabinets block pedestrian walkways in the ROW or result in violation of the Americans with Disabilities Act. If Mobilitie cannot obtain necessary permits, approvals or other authorizations to place street furniture or equipment cabinets in the Rights-of-Way, parties agree that Mobilitie may place Equipment in below-ground vaults, and that CITY shall authorize such vaults expeditiously pursuant to applicable City Code zoning and undergrounding provisions. In such instance, Mobilitie will be responsible for all costs associated with such below-ground vaults, including without limitation relocation costs of any public improvements or public utilities facilities.
- 5.5. Compliance with Law. When placing, installing, constructing, maintaining, operating, removing or relocating Equipment or Pole Placement in CITY Rights-of-Way, or making Attachments to CITY Facilities, Mobilitie shall comply with all applicable federal and State statutes, regulations and orders, including but not limited to the [state Commission or legislative construction standards], National Electric Code (NEC) and/or National Electric Safety Code (NESC)]. Mobilitie shall also comply with all CITY technical specifications and requirements that are reasonable and non-discriminatory with respect to their impact on telecommunications services and Mobilitie as a provider thereof, and all applicable national, State and local building, electrical and safety codes.
- 5.6. Restoration. If the placement, installation, construction, maintenance, operation, removal or relocation of Equipment or poles by Mobilitie disturbs or alters CITY Rights-of-Way or Facilities, Mobilitie, at its own expense shall restore such CITY Rights-of-Way or CITY Facilities to their original condition, normal wear and tear excepted.

6. Maintenance

- 6.1. Proper Maintenance. Mobilitie shall maintain its Equipment and poles located in CITY Rights-of-Way and its Attachments in such condition that they shall not constitute a danger to the health, safety and welfare of the public.
- 6.2. Right of Entry. Mobilitie may enter upon CITY Rights-of-Way and CITY Facilities to maintain or repair Equipment or poles from time to time without prior approval of CITY.
- 6.3. Removal or Replacement of Equipment. Mobilitie may remove or replace any items of Equipment as reasonably required in connection with the ongoing provision of Services without prior approval of CITY, so long as any replacement Equipment is substantially the same as that which has been removed with regard to size, weight and physical configuration. Removal of Equipment from any Rights of Way or Attachment shall not constitute termination of this Agreement.
- 6.4. Permits. In the event maintenance or repair activities will disturb or block pedestrian or vehicular traffic in CITY Rights-of-Way, Mobilitie shall obtain all permits required by CITY prior to commencing such maintenance or repair.

7. Relocation of Equipment

- 7.1. Notice. CITY may request relocation of Mobilitie's Equipment by delivering written notice to Mobilitie identifying the need for such relocation and alternative CITY Rights-of-Way and/or CITY Facilities to which Mobilitie may relocate its Equipment.
- 7.2. Timeframe. After receiving notice, Mobilitie shall relocate its Equipment to alternative CITY Rights-of-Way and CITY Facilities identified by CITY as soon as practicable, but in no event sooner than one-hundred and eighty (180) days after receipt of such notice. Mobilitie and CITY may mutually agree to relocation of Equipment in less than 180 days to respond to emergencies or other similar extraordinary circumstances.
- 7.3. Cost of Relocation. In the event relocation of Equipment is necessitated by construction, repair, maintenance, relocation or elimination of any CITY Rights-of-Way or CITY and CITY fails or refuses to provide Mobilitie access to and use of reasonably comparable alternative locations in the ROW or alternative Facilities for such relocation CITY, the cost and expense of such relocation shall be borne by CITY (or such other party as CITY may designate), and Mobilitie shall not be required to relocate such Equipment until adequate assurance of payment or reimbursement is delivered to

Mobilitie or suitable alternative ROW access or Facilities are identified, engineered and approved by CITY to support said relocation activities. Similarly, in the event relocation of Equipment is necessitated by the needs of another party (other than CITY), the cost and expense of such relocation shall be borne by such other party, and Mobilitie shall not be required to relocate such Equipment until adequate assurance of payment or reimbursement is delivered to Mobilitie by such other party. Notwithstanding any other provision hereof, in the event that CITY or the State enacts an ordinance, law or regulation requiring that all aerial (e.g., pole-mounted) wires and cables in some or all of the geographic area of the CITY be relocated to underground installations in the ROW, Mobilitie shall be permitted to participate in any joint build program for underground installation of telecommunications and other compatible utility wirelines and cables and to pay only its reasonably determined proportional share of the cost of all such relocations covered by the joint build program. In all other events, the cost and expense of relocation of Equipment shall be borne by Mobilitie.

- 7.4. Exclusions. Mobilitie shall not be required to relocate any poles Mobilitie has placed in CITY Rights-of-Way excepting only such actions initiated as a result of an approved acquisition by CITY or other such entity exercising their rights under imminent domain.
- 7.5. Relocations at Mobilitie's Request. In the event Mobilitie desires to relocate any Equipment from one Facility to another, Mobilitie shall so advise City. City will use reasonable efforts to accommodate Mobilitie by making another reasonably equivalent Facility available for use in accordance with and subject to the terms and conditions of this Agreement.

8. Indemnification

- 8.1. Scope of Indemnification for CITY. Mobilitie shall indemnify and hold harmless CITY, its elected and appointed officers, its council members, boards, commissions, employees, and agents from any and all injury, claim, demand, judgment, liability, or damage arising out of or resulting from Mobilitie's negligence in the placement, installation, construction, maintenance, operation and removal of Equipment in CITY's Rights-of-Way or on CITY Facilities or otherwise in the performance of this Agreement. Mobilitie shall not be obligated to hold harmless or indemnify CITY for any injury, claims, demands, judgments, liabilities or damage to the extent that they are due solely to the gross negligence or intentional and/or willful acts of CITY, or any of its officers, council members, boards, commissions, employees, or agents.
- 8.2. Scope of Indemnification for Mobilitie. CITY shall indemnify and hold harmless Mobilitie and its officers, directors, shareholders, employees, and agents from any and all injury, claim, demand, judgment, liability, or damage

arising out of or resulting from any negligence by CITY or its officers, boards, commissions, employees, or agents in connection with this Agreement. CITY shall not be obligated to hold harmless or indemnify Mobilitie for any injury, claims, demands, judgments, liabilities or damage to the extent that they are due solely to the gross negligence or intentional and/or willful acts of Mobilitie.

- 8.3. Excluded Damages. In no event shall either party be liable for any punitive, consequential, incidental, or special damages or lost profits incurred, or alleged to have been incurred, by anyone.
- 8.4. Notice. Any party seeking indemnification hereunder (“Indemnitee”) shall notify the other party (“Indemnitor”) within fifteen (15) days of the nature and amount of a claim arising under this Section, and the method and means proposed by the Indemnitee for defending or satisfying such claim.
- 8.5. Representation. The Indemnitor shall pay for all costs and expenses, including reasonable legal fees, of defense for Indemnitee in any claims or actions subject to indemnification hereunder, provided that so long as the Indemnitor has undertaken and is vigorously pursuing such defense it shall not be responsible for additional legal fees and expenses incurred by the Indemnitor. The Indemnitee shall cooperate and consult with the Indemnitor respecting the defense and satisfaction of such claims, including the selection of and direction to legal counsel, and the Indemnitee shall not pay or settle any such claim without the prior written consent of the Indemnitor, which consent shall not be unreasonably withheld. The Indemnitee will be allowed, at its own expense, to appear and defend or assist Indemnitor in the defense of such claims.
- 8.6. Breach of Agreement. In the event that any claim, complaint or litigation is brought by either party to this Agreement against the other for breach of this Agreement, or for an interpretation of this Agreement, each party shall bear its own costs, including legal fees and expenses.

9. Insurance

- 9.1. General Liability Insurance. Mobilitie shall maintain and keep in effect during the Term of this Agreement, commercial general liability insurance with a combined single limit with respect to each occurrence of not less than \$1,000,000, insuring Mobilitie (and naming CITY as an additional insured) against loss, damage, cost, expense or liability for any damage to any property or injury, illness or death of any person occurring or arising as a result of the negligence of Mobilitie in connection with the placement, installation, construction, maintenance, operation and removal of Equipment in CITY ‘s Rights-of-Way or in connection with any Attachment on CITY Facilities.

- 9.2. Other Insurance. Mobilitie shall maintain and keep in effect during the Term of this Agreement, worker's compensation insurance as required by law.
- 9.3. Proof of Insurance. Mobilitie shall provide insurance certificates or other reasonable evidence of all insurance coverage required under this Agreement to CITY upon request.

10. Security

Not less than ten (10) business days prior to the first Attachment of Mobilitie Equipment to CITY Facilities or the first installation of Mobilitie Equipment within, over or under the CITY's ROW, Mobilitie shall provide CITY with security for the proper removal of such Equipment and restoration of such Facilities or ROW in the form of a bond in the amount of Twenty Five Thousand (\$25,000.00) Dollars. The Bond shall be reasonably acceptable to CITY, and such Bond or a substantially equivalent replacement shall be maintained in effect throughout the term of this Agreement.

11. Assignment

- 11.1. Assignment without approval. Mobilitie shall have the right to assign this Agreement and all rights and obligations accorded Mobilitie to a wholly-owned subsidiary or a parent entity of Mobilitie without the prior written consent of CITY. In the event Mobilitie assigns this Agreement to a subsidiary or parent, entity, Mobilitie shall provide CITY with notice of such assignment.
- 11.2. Assignment requiring approval. Mobilitie must obtain the prior written consent of CITY in order to assign this Agreement, or any right or obligation under this Agreement, to a third party other than a wholly-owned subsidiary or parent entity of Mobilitie. Such consent shall not be unreasonably withheld, conditioned or delayed by CITY.
- 11.3. Sub-licensing. Mobilitie, as an integral part of its business operations, shall be permitted to sub-license or sublease to third-party wireless telecommunications providers any, all, or a portion of its rights under this Agreement, including but not limited to placement of Attachments within City ROW, without the City's prior written consent. Furthermore, the installation and use of internal space within Mobilitie's Attachments for third party wireless providers utilizing Mobilitie's Service and/or the use of Mobilitie's Attachments by third parties (including but not limited to leases of dark fiber) that involves no additional Attachment or overlash is expressly permitted by this Paragraph 11.3.
- 11.4. Financing Arrangements. City acknowledges that Mobilitie may enter into financing arrangements including promissory notes and financial and security agreements for the financing of the Equipment (the "Collateral") with third

party financing entities. In connection therewith, City (i) consents to the installation of the Collateral consistent with the other terms of this Agreement; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any rent due or to become due and that such Collateral may be removed at any time consistent with the other terms of this Agreement without recourse to legal proceedings.

12. Termination

- 12.1. Termination by Mobilitie. Mobilitie may terminate this Agreement, at its election and without cause, by providing written notice of termination to CITY at least ninety (90) days prior to the effective date of such termination.
- 12.2. Termination by either party. Either CITY or Mobilitie may terminate this Agreement for an uncured material breach by the other party. The party asserting a breach must first provide written notice of the existence of a material breach to the breaching party. Such notice shall state the grounds for termination in reasonable detail. The party receiving notice of termination for cause shall have thirty (30) days to cure, or commence and vigorously pursue good faith efforts to cure the alleged material breach if such breach cannot reasonably be cured within 30 days. A notice of termination for cause issued by CITY shall be issued only after the completion of a public proceeding, during which Mobilitie shall have a full opportunity to be heard and to respond to any notice of grounds to terminate.

13. Notices

- 13.1. Service of Notice. All notices required or permitted to be given to either party by the other party under any provisions of this Agreement shall be in writing. Notice shall be deemed served when delivered by hand or by a private delivery service to the other party's address set forth below during normal business hours. If a Notice is mailed, service is deemed complete upon the earlier of actual delivery or the close of business on the third business day following the date when the Notice is placed in a receptacle regularly maintained by the U.S. Postal Service addressed to the party at the address set forth below with postage pre-paid.
- 13.2. Notice shall be given to the following:

CITY:
Name: Michael G. Ciaravino
Title: City Manager
Address: 83 Broadway
Newburgh, NY 12550

With a copy to: Michelle Kelson, Esq.
Corporation Counsel
83 Broadway
Newburgh, NY 12550

Mobilitie:
Name:
Title:
Address: 660 Newport Center Drive
Suite 200
Newport Beach, CA 92660
Attention: Asset Management

14. Validity and Construction of Agreement

- 14.1. Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed an original, all of which together shall constitute the same instrument. Execution and delivery may be accomplished by facsimile or other electronic means.
- 14.2. Severability. If one or more of the provisions in this Agreement are held by an agency or court of competent jurisdiction, in a final, non-appealable order, to be invalid, void, voidable, unenforceable or illegal, such provision shall be deemed severable from the remaining provisions of this Agreement. Such invalid, void, voidable, unenforceable or illegal provision shall not affect the remaining provisions of this Agreement so long as the material purposes of this Agreement can be determined and effected.
- 14.3. Entire Agreement. This Agreement states the entire agreement between the parties and supersedes all prior agreements and understandings, whether oral or written, between the parties with respect to the subject matter hereof, and may not be amended or modified except by a written instrument executed by the parties hereto. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof. No waiver of any right or remedy hereunder shall be effective unless and until set forth in a writing delivered to the other party, and a waiver, forbearance or other failure to enforce any right or remedy on any given occasion or under any specified circumstance shall not be construed as, or have the effect of, a waiver of such rights or remedies on any other occasion or under any other circumstances.
- 14.4. Amendment. This Agreement may be amended only by the Parties hereto by an entrustment in writing signed by or on behalf of each of the parties hereto.

- 14.5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State, without reference to its conflicts of laws principles.
- 14.6. Change of Law. If any federal, state, or local laws or regulations (including, but not limited to, those issued by the Federal Communications Commission or its successor agency) and any binding judicial interpretations thereof (collectively, “Laws”) that govern any aspect of the rights or obligations of the parties under this Agreement shall change after the Effective Date and such change makes any aspect of such rights or obligations inconsistent with the then-effective Laws, then the parties agree to promptly amend the Agreement as reasonably required to accommodate and/or ensure compliance with any such legal or regulatory change.

15. Force Majeure.

No failure by a party to perform its obligations in accordance with this Agreement shall be deemed a material breach or grounds for termination if such failure to perform occurred as a result of circumstances beyond such party’s reasonable control as described below. Further, the time for performance of any duties or obligation of CITY or Mobilitie shall be extended for the period during which performance was delayed or impeded due to causes beyond such party’s control, including but not limited to strikes, lockouts, labor disputes, supply shortages, utility outages, cable dig-up by third party, civil disorders, actions of governmental authorities, actions of civil or military authority, national emergency, insurrection, riots, war, acts of terrorism, acts of God, fire, floods, epidemics, freight embargoes or other causes beyond the reasonable control of the party required to perform an act, the party shall be excused from performing that act for a period equal to the period of the preventing circumstance or delay. If Mobilitie or CITY claims the existence of a circumstance preventing performance, the party claiming the delay shall notify the other party in writing of that fact within ten (10) days after the beginning of any such circumstance. Economic hardship, misfeasance, or malfeasance of a party’s directors, officers, employees, council, officials or agents shall not be considered as a condition beyond the fault or control of the defaulting party.

16. Confidentiality

Non-public information provided by either party to this Agreement, including network deployment plans and technical and operational details, shall to the extent allowed by law be kept confidential and used only for purposes related to the performance of this Agreement. Both CITY and Mobilitie shall take reasonable steps to protect confidential information obtained from the other in connection with performance of this Agreement from public disclosure or unauthorized use.

Remainder of this page intentionally left blank

IN WITNESS THEREOF, the parties hereby bind themselves legally to the terms and conditions set forth in this Agreement, as evidenced by the signature of their duly authorized representatives.

CITY OF NEWBURGH, NY

By: _____
Michael G. Ciaravino
Title: City Manager
Date:
Per Resolution No:

MOBILITIE, LLC

By: _____

Title: _____
Date: _____

CITY

Telecommunications Attachment and Rights-of-Way Agreement

Exhibit A

Fee Rates

TELECOMMUNICATIONS ATTACHMENT & RIGHT OF WAY ACCESS FEES	
ROW Fees	
Placement of Equipment cabinet on ground space within ROW	\$360.00 per yr., per equipment cabinet
Placement of new, Mobilitie-owned pole, upon which Mobilitie will place Equipment in ROW	\$360.00 per yr., per pole
Placement of Equipment upon Utility Infrastructure in ROW	\$360.00 per yr., per pole
Placement of new, Mobilitie-owned conduit within the ROW	\$0.50 per linear foot of ROW occupied, one-time fee
Attachment/Use Fees	
Attachment of Equipment to City-owned Facility	\$360.00 per yr., per pole
Placement of Mobilitie fiber in City-owned conduit	\$0.50 per linear foot of conduit occupied, one-time fee

LOCAL LAW NO.: _____ - 2018

OF

JANUARY 22, 2018

**A LOCAL LAW AMENDING CHAPTER 270, ARTICLE VIII ENTITLED
“EXEMPTION FOR COLD WAR VETERANS”
TO REMOVE THE TEN YEAR LIMITATION**

BE IT ENACTED by the City Council of the City of Newburgh as follows:

SECTION 1 - TITLE

This Local Law shall be referred to as “A Local Law Amending Chapter 270, Article VIII entitled ‘Exemption for Cold War Veterans’ of the Code of the City of Newburgh to remove the ten year limitation”.

SECTION 2 - PURPOSE AND INTENT

The purpose of this local law is to amend the real property tax exemption in the City of Newburgh for cold war veterans authorized by Real Property Tax Law Section 458-b to remove the ten year limitation on the exemption as authorized by Chapter 290 of the 2017 Session Laws of New York effective September 12, 2017.

SECTION 3 - AMENDMENT

Chapter 270 Article VIII entitled “Exemption for Cold War Veterans” of the Code of the City of Newburgh is hereby amended to read as follows:

ARTICLE VIII

Exemption for Cold War Veterans

§270-53 Purpose.

The City of Newburgh hereby elects to provide for a Cold War Veterans Exemption pursuant to Section 458-b of the Real Property Tax Law of the State of New York.

Underlining denotes additions
~~Strikethrough~~ denotes deletions

§270-54 Exemption.

- A. "Qualifying residential real property" shall be exempt from taxation to the extent provided for in Real Property Tax Law Section 2(a)(ii), being fifteen (15%) percent of the assessed value of such property; provided, however, that such exemption shall not exceed twelve thousand (\$12,000.00) dollars or the product of twelve thousand (\$12,000.00) dollars multiplied by the latest state equalization rate of the assessing unit, or, in the case of a special assessing unit, the latest class ratio, whichever is less.
- B. The exemption authorized by this Chapter shall apply to qualifying owners of qualifying real property for as long as they remain qualifying owners, without regard to a ten year limitation.

§270-55 Disability Exemption.

In addition to the exemption provided by Real Property Tax Law Section 458-b subdivision (a), the City of Newburgh hereby adopts the following disability exemption as provided in subdivision (b) of said law: where the Cold War Veteran received a compensation rating from the United States Department of Veterans Affairs or from the United States Department of Defense because of a service connected disability, qualifying residential real property shall be exempt from taxation to the extent of the product of the assessed value of such property, multiplied by fifty (50%) percent of the Cold War Veteran disability rating; provided, however, that such exemption shall not exceed forty thousand (\$40,000.00) dollars, or the product of forth thousand (\$40,000.00) dollars multiplied by the latest state equalization rate for the assessing unit, or, in the case of a special assessing unit, the latest class ratio, whichever is less.

SECTION 4 - EFFECTIVE DATE.

This Local Law shall take effect immediately, in accordance with the provisions of New York State Municipal Home Rule Law.

**City of Newburgh City Council
Rules of Order and Procedure**

Rule I: General Rules of Procedure

A. The presiding officer shall preserve order and decorum and shall decide questions of order, subject to an appeal by motion to the City Council; the appeal to be taken without debate. The presiding officer may, if (s)he so desires, present motions and resolutions to the City Council, and (s)he may debate on any question which is being considered by it.

B. When a question is under consideration, no motion shall be entertained except as herein specified, which shall have precedence in the following order:

1. Motion for clarification, or to request reversal of ruling of the presiding officer, or limiting or extending discussion;
2. Recess the session;
3. Lay on table;
4. Postpone to a meeting of a certain date;
5. Refer to work session;
6. Amend;
7. Call the previous question, to be asked as follows: "Shall the main question be put now?" If answered in the negative, the main question remains before the Council.

C. A motion to lay a question on the table shall be decided without amendment or debate, and a motion to postpone shall be decided without debate.

D. A motion to adjourn shall always be in order and shall be decided without debate.

E. Every member desiring to speak shall address the presiding officer. All council members shall confine him/herself to the question under debate and avoid personalities. A member once recognized shall not be interrupted when speaking.

F. No question or motion shall be debated or put, unless it is seconded. It shall then be stated by the presiding officer.

G. A motion to reconsider any action taken by the Council may be made on the day such action was taken, either immediately during the session or at a recessed or adjourned session. Such motion must be made by a member on the prevailing side, but may be seconded by any member. The motion is subject to debate. This rule shall not prevent any member of the Council from making or re-making the same or any other motion at a subsequent meeting of the Council.

H. No member of the Council shall by conversation or otherwise delay or interrupt the proceedings or the peace of the Council nor disturb any member while speaking or refuse to comply with these rules, or the orders of its presiding officer. The Presiding Officer, subject to appeal by motion to the Council, may direct a member who is acting in violation of this section to leave the meeting or call for a recess or adjournment.

I. As the sergeant-at-arms of the meetings, the Police Chief shall carry out all order and instructions given by the presiding officer, for the purpose of maintaining order and decorum at the meetings, subject to an appeal by motion, to the Council.

J. Any motion may be withdrawn by the maker before it has been amended or voted upon, but in such case any other member may renew the motion at that time.

Rule II. Order of Business

A. The Order of Business shall be in conformity with section 20-3 of the Code of Ordinances.

B. The Order of Business may be departed from by majority vote of the members present.

Rule III. Voting

A. The order of voting shall be by alphabetical order of the last name of each Council member with the Mayor voting last.

B. All votes shall be by roll call. It shall be the duty of the City Clerk to enter on the minutes the names of the members voting for or against the question. Once a question has been put and the vote is being taken, the members of the Council shall confine themselves to voting and shall not resume discussion or make further comments on the question.

C. Every resolution or motion must be seconded before being put to a vote. An abstention, silence or absence shall be considered a negative vote for the purposes of determining the final vote on a matter.

D. No resolution, ordinance or local law may be introduced at a meeting unless the resolution, ordinance or local law has been considered at a work session of the Council prior to the Council meeting or is listed on the written agenda for said meeting. Notwithstanding the foregoing, by majority vote, an emergency item concerning the public health, safety or welfare not discussed at work session or appearing on the written agenda may be introduced, considered, and voted upon.

Rule IV. Executive Session

Whenever the Council shall determine to transact business in an executive session, it shall do so in accordance with the provisions of the New York State Open Meetings Law. All executive sessions shall be commenced at the public meeting. Proposals, discussions, statements and transactions in executive session are intended to be and shall be held and maintained in confidence and shall not be disclosed. The presiding officer shall direct all persons except members and designated officers and employees of the City to withdraw.

Rule V. Participation of City Manager and Staff

The City Manager shall be permitted to address the Council and participate in discussions. Heads of Departments shall be permitted to address the Council. Any other City officer or employee shall be permitted to address the Council with permission of the presiding officer, subject to an appeal by motion to the City Council, the appeal to be taken without debate.

Rule VI. Suspension of the Rules

In order to hear persons other than members of the City Council, the Mayor, and members of City staff, it shall be necessary to pass a motion suspending the rules of order. A motion to suspend the rules may be made at any time during the meeting and shall be decided without debate. Any such person speaking shall confine himself-herself to the subject and shall spend not longer than three (3) minutes, unless the time is extended by the presiding officer. This rule shall not apply to public hearings.

Rule VII. Guidelines for Public Comment

A. The public shall be allowed to speak only during the Public Comment period of the meeting or at such other time as the presiding officer may allow, subject to appeal by motion to the Council.

B. Speakers must adhere to the following guidelines:

1. Speakers must be recognized by the presiding officer.
2. Speakers must step to the front of the room.
3. Speakers must give their name, street name without number and organization, if any.
4. Speakers must limit their remarks to 5 minutes on a given topic. The City Clerk shall keep a record of the time and shall inform the presiding officer when the 5 minutes has expired.
5. Speakers may not yield any remaining time they may have to another speaker.

6. Council members may, with the permission of the presiding officer, interrupt a speaker during their remarks, but only for the purpose of clarification or information.
 7. All remarks shall be addressed to the Council as a body and not to any specific member or to staff. All speakers addressing the City Council at a public meeting shall speak from the public microphone with employees and agents of the City having the option to speak from the head table using a microphone. In no circumstances shall any speaker sit in front of the head table with his or her back to the public.
 8. Speakers shall observe the commonly accepted rules of courtesy, decorum, dignity and good taste. No profanities shall be used. No personal, slanderous, boisterous remarks shall be made. Council members, the Mayor and staff shall be treated with respect. The presiding officer, subject to appeal by motion to the Council, or the Council, may, by majority vote, request that the presiding officer direct that a speaker violating this provision or any other rule yield the floor and in the event the speaker fails to obey, (s)he may be escorted from the meeting by the sergeant-in-arms.
 9. Interested parties or their representatives may address the Council by written communications. Written communications shall be delivered to the Clerk or their designee. Speakers may read written communications verbatim.
- C. Members of the public not speaking shall observe commonly accepted rules of courtesy and decorum. They shall not annoy or harass others or speak when another speaker is being heard by the Council.

Rule VIII. Use of Recording Equipment

All members of the public and all public officials are allowed to audio or video record public meetings. Recording is not allowed during executive sessions. The recording should be done in a manner which does not interfere with the meeting. The presiding officer, subject to appeal by motion to the Council, may make the determination that the recording is being done in an intrusive manner, taking into consideration, but not limited to, brightness of lights, distance from the deliberations of the Council, size of the equipment, and the ability of the public to still participate in the meeting. If the presiding officer makes the determination that the recording is intrusive and has the effect of interfering with the meeting, (s)he may request an accommodation to avoid the interference and if not complied with, may ask the individual to leave the meeting room.

Rule IX. Rules for Public Hearings

The following rules shall apply to a legally required public hearing held before the City Council:

- (a) Speakers shall sign-in with the Clerk in writing prior to the beginning of the hearing by providing their name, street name without number, and organization, if any. Individuals arriving after the commencement of the hearing shall be permitted to register upon arrival as long as the Chairperson has not closed the hearing.
- (b) The Presiding Officer shall recognize each speaker, in the order listed on the sign-in sheet, when the hearing is commenced. Speakers shall identify themselves, their street name and organization, if any, prior to the remarks.
- (c) Speakers must limit their remarks to five (5) minutes. Remarks shall be addressed only to the hearing issues. Speakers may not yield any remaining time they may have to another speaker. The City Clerk shall time speakers and advise the presiding officer when the time has expired.
- (d) All remarks shall be addressed to the Council as a body and not to any individual member thereof.
- (e) Speakers shall observe the commonly accepted rules of courtesy, decency, dignity and good taste. Any loud, boisterous individual shall be asked to leave by the Presiding Officer and may be removed at the request of the Presiding Officer, subject to appeal by motion to the Council. Speakers addressing issues outside the scope of the hearing shall be asked to cease their comments.
- (f) Interested parties may address the Council by written communication. The statements may be read at the hearing, but shall be provided to all Council members and entered in the minutes of the hearing by the City Clerk.
- (g) The City Clerk shall include in the minutes of the hearing the name, address and organization, if any, of each speaker, a summary of the remarks, and written statements submitted to the Council.

Rule X. Work Sessions

There shall be regular work sessions of the Council to be held each Thursday preceding a Monday evening Council meeting. The work sessions shall be held at 6:00 p.m. in City Hall, 83 Broadway, Third Floor Council Chambers, unless the Council by majority vote cancels or changes the time or place of such session. The Rules IV, V, VI, and VIII of the Rules of Order of the Council shall apply to all work sessions. Work Session items requiring the preparation of a resolution, ordinance or local law shall be submitted to the City Manager's office no later than close of business on Wednesday in the week before the work session. Discussion items for work sessions shall be submitted to the City Manager's office no later than noon on the Friday immediately preceding the work session. The 2016 Council Meeting schedule is attached to these Rules and Order of Proceedings.

Rule XI. Robert's Rules of Order

In the event any question in procedure shall arise that is not provided for by these rules, then, in that event, Robert's Rules of Order, Newly Revised, 10th Edition, shall be followed.

Rule XII. Adoption of Ordinances

Provided the proposed adoption of an ordinance has been placed on an agenda for a meeting of the Council at which the public is afforded the opportunity to comment on agenda items before Council action, a formal public hearing will not be conducted prior to the adoption of such ordinance, unless otherwise required by federal, state, or local law, ordinance, rule or regulation.

This rule shall not be construed to prevent the Council from holding a public hearing on any ordinance at its discretion, provided a majority of the members of the Council in attendance at a meeting, upon a motion or resolution duly introduced, vote to conduct such public hearing.

Date Adopted: May 14, 2001

Amended: February 25, 2002 (Rule XII added)

January 10, 2014 (Rule IV)

February 22, 2016

April 24, 2017 (Rule VII(B) amended)

_____, 2018(Rule VII(B) amended)