



City of Newburgh Council Work Session  
*Sesion de trabajo del Concejal de la  
Ciudad de Newburgh*  
February 22, 2018  
6:00 PM

Council Meeting Presentations

1. Executive Session

Proposed, pending or current litigation.

*Litigación propuesta, pendiente o actual.*

2. Presentation by Dovetta Beaman and Grace Bowles

Musical Selections for Black History Month (Councilman Torrance Harvey)

*Selecciones musicales para el mes de la Historia Afroamericana (Concejal Torrance Harvey)*

3. Comptroller Report - January Financials - Preliminary 2017

(Comptroller Katie Mack)

*Reporte de la Contralora – Finanzas de enero – Preliminar 2017  
(Contralora Katie Mack)*

4. A Public Hearing may be held on Monday, Feb. 26, 2018 to hear public comment on a proposed local law amend the Sewer Use Rents

A public hearing will be held on Monday, February 26, 2018 to hear public comment on a proposed local law to amend Section 248-1(B)(1) ) of the City of Newburgh Code of Ordinances entitled "Sewer Use Rents" to Increase Sewer Use Rents to 104 Percent of the Customer's Annual Water Bill

*Se llevara a cabo una audiencia pública el lunes, 26 de febrero de 2018 para escuchar comentarios públicos sobre una ley local propuesta para enmendar Sección 248-1(B)(1) del Código de Ordenanzas de la Ciudad de Newburgh titulado "Alquileres de uso de Alcantarillas" para incrementar el Alquiler de uso de Alcantarillas a una 104 por ciento de la factura anual del cliente.*

Work Session Presentations

5. A Presentation by Ms. Pierina Sanchez on The Fourth Regional Plan Council - Making the Region Work for All of Us

*Una presentación de la Sra. Pierina Sanchez sobre El Cuarto Concejo del Plan Regional – Haciendo que la Región Trabaje para Todos Nosotros.*

6. Millennium Strategies

Grant Writing Contractor - Dave Jenkins, Director of Business Development and Client Services for Millennium Strategies.

*Contratista de redacción de subvenciones – Dave Jenkins, Director de Desarrollo de Negocios y Servicios al Cliente para “Millennium Strategies”.*

Engineering/Ingeniería

7. Award of Construction Bid for Regulator#2 Improvements

Resolution authorizing the award of a bid and the execution of a contract with TAM Enterprises, Inc. for the construction of the Regulator No. 2 Improvements Project in an amount not to exceed \$1,257,750.00 (Jason Morris)

*Una resolución autorizando la otorgación de una licitación y la ejecución de un contrato con TAM Enterprises, Inc. Para la construcción del Proyecto de Mejoramientos del Regulador No. 2 por un monto que no exceda \$1,257,750.00 (Jason Morris)*

Finance/Finanza

8. Amend 2018 Budget Resolution - adjustment for insurance recovery funds for Fire Department equipment

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 hose replacement (Katie Mack)

*Una resolución enmendando Resolución No. 333-2017, el presupuesto del 2018 para la Ciudad de Newburgh, Nueva York para ajustar para los fondos de recuperación de seguros asignados al saldo del fondo para ser aplicado al reemplazo de manguera del Departamento de Bomberos. (Katie Mack)*

9. Amend 2018 Personnel Book to add Temporary Personnel to Sanitation Department

Resolution amending the 2018 Personnel Analysis Book to add three temporary positions in the Sanitation Division in the Department of Public Works (Katie Mack)

*Una resolución enmendando el libro de análisis del personal del 2018 para agregar tres puestos temporales en la División de Sanidad en el Departamento de Obras Públicas. (Katie Mack)*

10. Resolution to extend Temporary Sergeant position

Resolution amending the 2018 Personnel Analysis Book to continue one (1)

Sergeant position on a temporary basis in the City of Newburgh Police Department (Lt. in Charge Aaron Weaver & Katie Mack)

*Una resolución enmendando el libro de análisis del personal del 2018 para continuar con un (1) puesto de Sargento en una base temporal en el Departamento de Policía de la Ciudad de Newburgh (Teniente a Cargo Aaron Weaver y Katie Mack)*

#### Planning and Economic Development/Planificación y Desarrollo Económico

11. Release of restrictive covenants for 169 Prospect Street

Resolution authorizing the execution of a Release of Restrictive Covenants and Right of Re-Entry from a deed issued to Cheryle Branson to the premises known as 169 Prospect Street (Section 16, Block 3, Lot 5)

*Una resolución autorizando la ejecución de la libración de Clausulas Restrictivas y derecho de reingreso de un título emitido a Cheryle Branson a las instalaciones conocidas como la 169 de la Calle Prospect (Sección 16, Bloque 3, Lote 5)*

12. Extension of time to rehabilitate 63 and 66 Carson Avenue

Resolution authorizing an extension of time to rehabilitate premises owned by Hudson Valley Real Estate Partners, LLC known as 63 Carson Avenue (Section 45, Block 7, Lot 5) and 66 Carson Avenue (Section 45, Block 6, Lot 35)

*Una resolución autorizando una extensión de tiempo para rehabilitar las propiedades de "Hudson Valley Real Estate Partners, LLC" conocidas como la 63 de la Avenida Carson (Sección 45, Bloque 7, Lote 5) y la 66 de la Avenida Carson (Sección 45, Bloque 6, Lote 35)*

13. Review of RFQ Process for a Realtor

(Deirdre Glenn)

*Revisión del proceso de cotización para un agente inmobiliario (Deirdre Glenn)*

#### Grants/Contracts/Agreements / Becas /Contratos/Convenios

14. Agreement with Mountain Valley Guides for Summer Kayaking Tours from the City Boat Launch

Resolution authorizing the City Manager to execute a license agreement with Mountain Valley Guides LLC for access to and use of the Washington Street Boat Launch and Unico Park to provide kayak rentals and tours. (Deirdre Glenn)

*Una resolución autorizando al Gerente de la Ciudad a ejecutar un acuerdo de licencia con "Mountain Valley Guide LLC" para el acceso y uso del embarcadero en la Calle Washington y Parque UNICO para ofrecer*

*alquileres de Kayak y tours. (Deirdre Glenn)*

15. Proposal for Newburgh Vision Plan

Resolution authorizing the City Manager to enter into an agreement with BFJ Planning for professional planning services at a cost of \$50,000.00 to develop the Newburgh Vision Plan as foundation for the City of Newburgh 2018 Comprehensive Plan. (Deirdre Glenn)

*Una resolución autorizando al Gerente de la Ciudad a entrar en un acuerdo con BFJ Planning para servicios de planificación profesional a un costo de \$50,000.00 para desarrollar el Plan de Visión de Newburgh como base para el plan integral de la Ciudad de Newburgh 2018. (Deirdre Glenn)*

Discussion Items/Temas de Discusión

16. Newburgh Illuminated 2018 Presentation by Paul Ermenwein

*Una presentación por Paul Ermenwein sobre Newburgh Iluminado 2018*

17. Emergency Demolition Matter at 215 First Street

( Assistant Chief Horton, Jason Morris, Katie Mack)

YEAR	WATER	SEWER	SEWER FACILITY	WATER FACILITY		TOWN RATES
2007	\$3.97	100%	\$3.79	N/A		
2008	\$3.97	100%	\$3.71	N/A		
2009	\$3.97	100%	\$1.42	N/A		
2010					Rates increased from \$3.97	
APRIL QTR	\$4.72	\$4.72	\$1.71	\$3.43	to \$5.57 but was passed in Feb	
JULY QTR	\$5.57	\$5.57	SAME	\$7.30	therefore prorated in April	
					but took effect in July	
					also WF was introduced and prorated	
					in April but full effect in July	
2010						
TOWN	\$5.90 IN JAN					
	\$7.06 IN APRIL					
	\$8.36 FULL IN JULY 2010					
2011	\$5.57	100%	\$2.17			
2012	\$5.57	100%	\$1.41	\$7.80		
2013	\$6.13	\$6.13	\$2.29	\$8.31		\$ 9.20
2014	\$6.13	\$6.13	\$2.29	\$8.31		\$ 9.20
2015	\$6.13	\$6.13	\$2.31	\$8.64		\$ 9.20
2016	\$6.13	\$6.13	\$2.38	\$8.47		\$ 9.20

# **City of Newburgh**

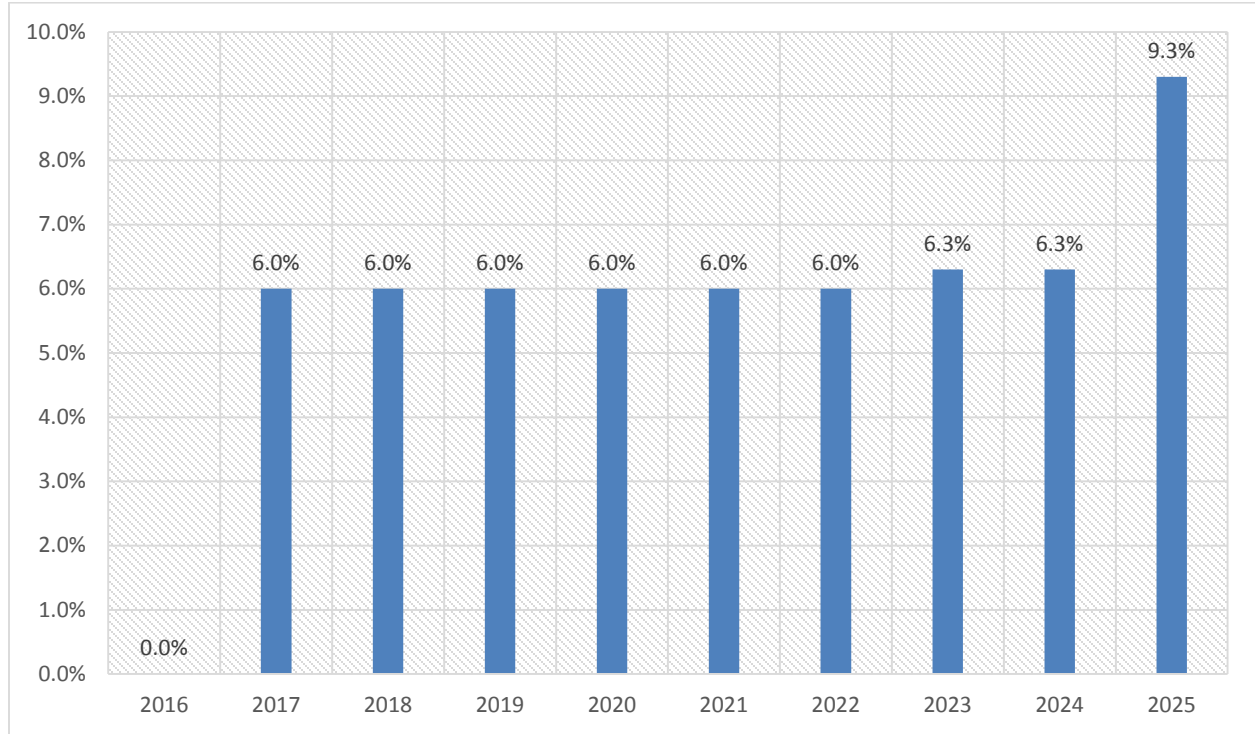
Scenario 1:  
\$12.5 million SRF loan  
w/ 25% grant funding

## **Package Includes:**

Projected Rate Increases for FY2016-2025  
Cash Flow Forecast for the Sewer Fund  
Capital Improvement Plan

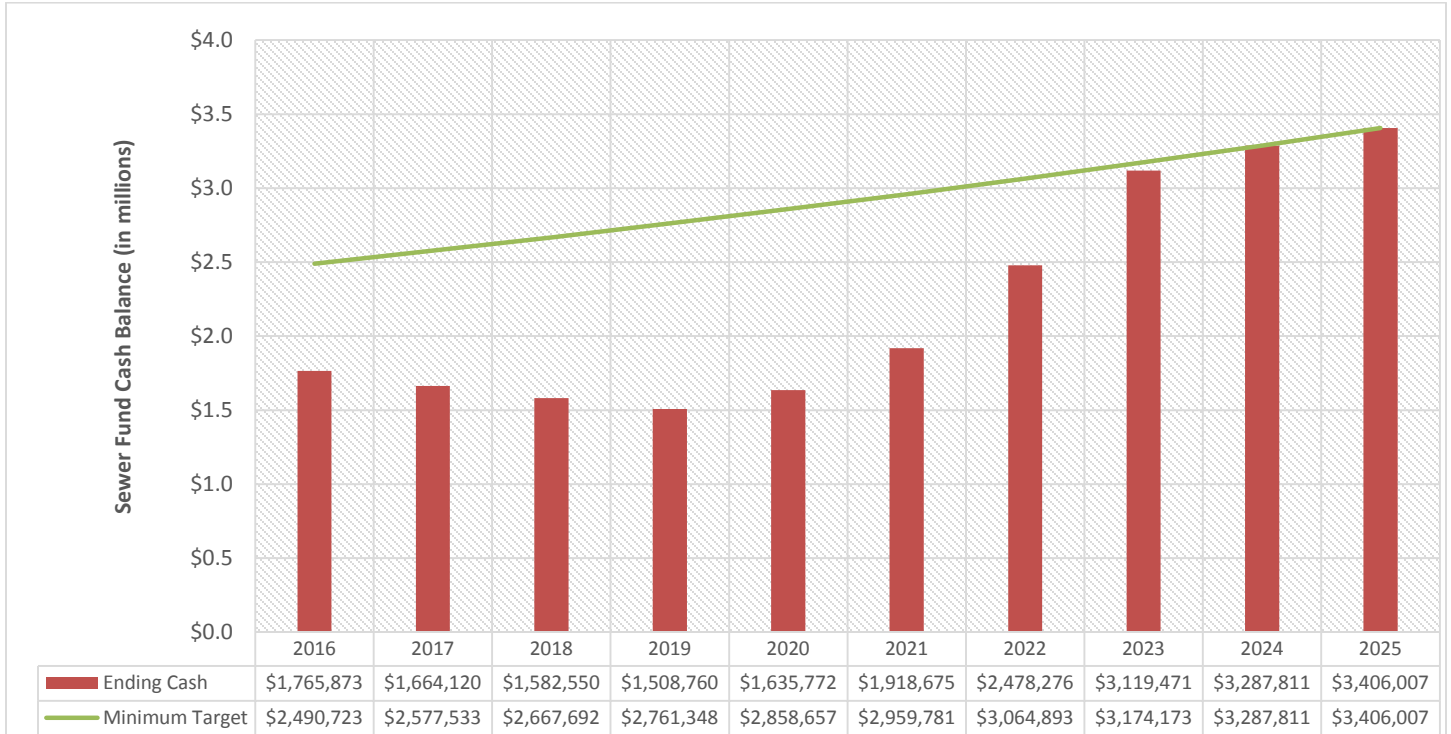
Prepared by Arcadis  
April 11, 2016

### Projected Rate Increases FY 2016 – 2025



- No rate increase was assumed in FY2016.
- 6.0 percent rate increases in FY2017 through FY2022.
- 6.3 percent rate increases in FY2023 through FY2024, with 9.3 percent rate increase in FY2025.
- Assumes \$12.5 million SRF loan in FY2016 with 25% grant funding.

## Comparison of Ending Cash Balance to Minimum Operating Reserve Target



- The minimum amount of funds to be maintained in the Sewer Fund should be at least six months of annual operating and maintenance expenses.
- The projected rate increases allow the Sewer Fund's ending cash balance to reach this target in FY2024, just prior to the tenth year of the forecast period.



# **City of Newburgh**

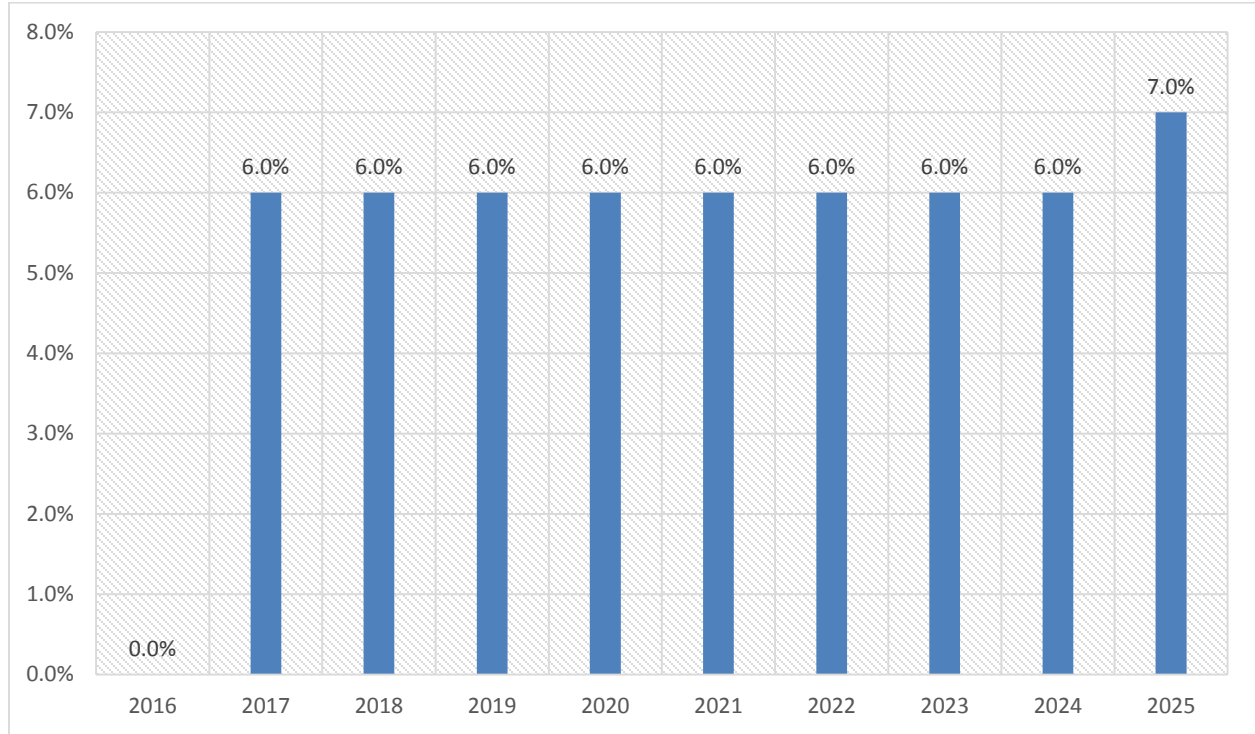
**Scenario 2:  
\$12.5 million SRF loan and an  
Additional \$7.5 million SRF loan  
Each w/ 25% grant funding**

## **Package Includes:**

**Projected Rate Increases for FY2016-2025  
Cash Flow Forecast for the Sewer Fund  
Capital Improvement Plan**

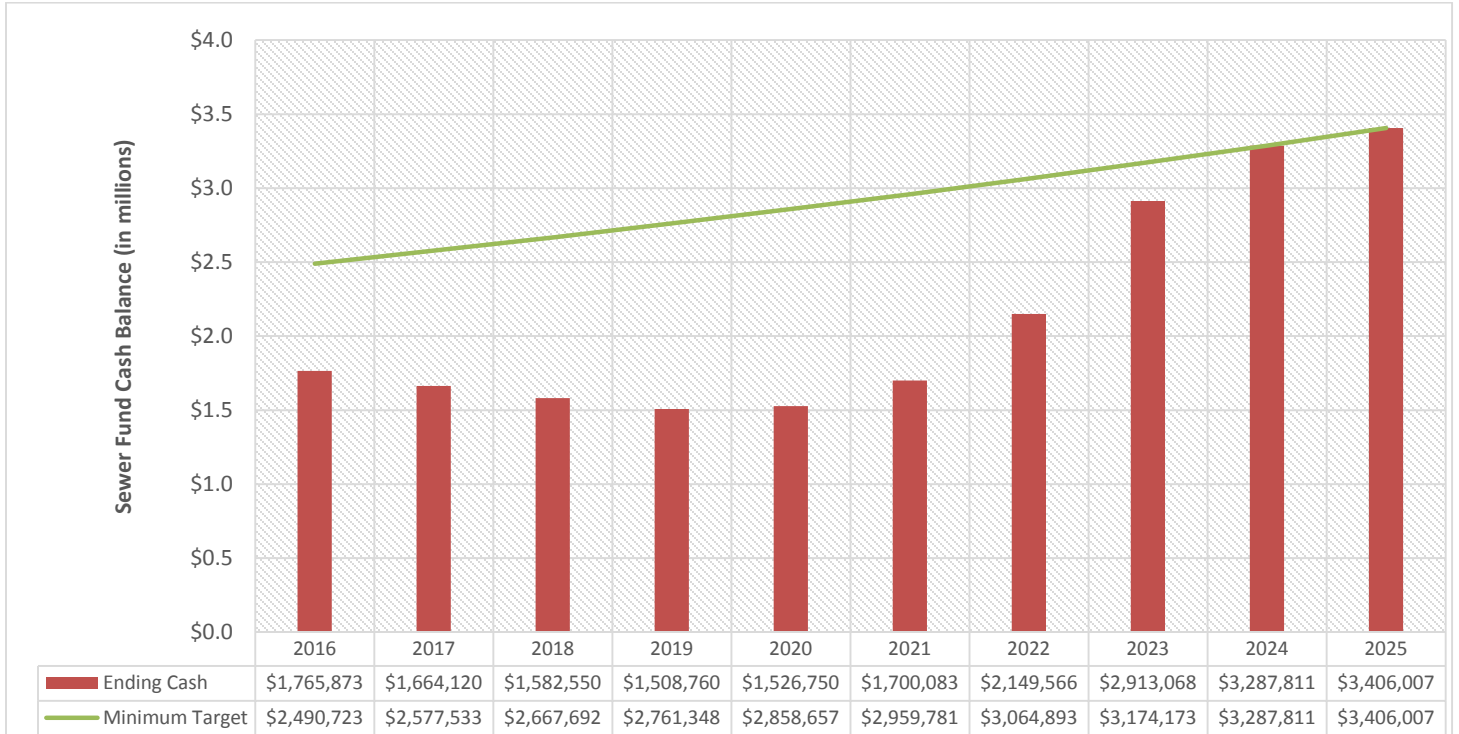
**Prepared by Arcadis  
April 11, 2016**

### Projected Annual Rate Increases FY 2016 – 2025



- No rate increase was assumed in FY2016.
- 6.0 percent increases for FY2017 through FY2024, with a 7.0 percent increase in FY2025.
- Assumes \$12.5 million SRF loan in FY2016 with 25% grant funding.
- Assumes an additional \$7.5 million SRF loan in FY2017 with 25% grant funding.

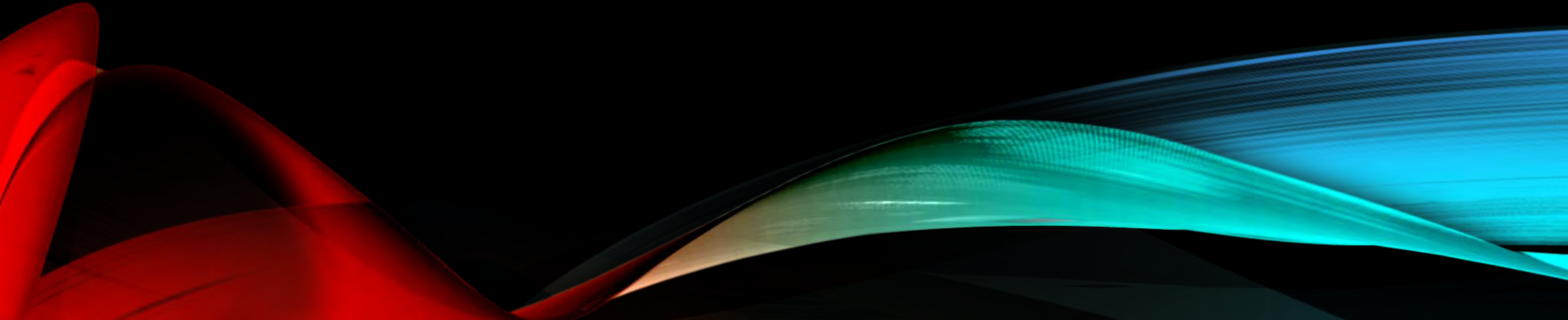
## Comparison of Ending Cash Balance to Minimum Operating Reserve Target



- The minimum amount of funds to be maintained in the Sewer Fund was assumed to be at least six months of annual operating and maintenance expenses.
- The projected rate increases allow the Sewer Fund's ending cash balance to meet this target in FY2024, just prior to the tenth year (FY2025) of the forecast period.

# ENTERPRISE FUNDS

City Manager's Proposed Budget 2018





# ENTERPRISE REVENUE

Water, Sewer, Sanitation: Rates, Interest, Earnings

# CITY MANAGER'S PROPOSED BUDGET-REVENUE

- Enterprise- \$15,132,943

<u>Funds</u>	<u>2018 Manger Proposed</u>	<u>2017 Budget</u>	<u>Inc./ (Dec)</u>
Water	\$6,085,489	6,025,391	+60,098 0.01%
Sewer	6,173,568	5,875,921	+297,647 5.1 %
Sanitation	3,238,775	3,261,630	-22,855 -0.7 %

# CITY MANAGER'S PROPOSED SEWER BUDGET-EXPENSE

- Enterprise Fund- Sewer \$6,173,568

Group		2018 Budget		Variance 2017 Budget vs 2018	
		2017 Budget	Managers Proposed	Mgrs Proposed	
Personnel	\$	416,042	\$ 438,542	\$	22,500
Benefits	\$	292,609	\$ 317,427	\$	24,818
Equipment	\$	370,579	\$ 371,543	\$	964
Contractual	\$	2,671,925	\$ 2,652,625	\$	(19,300)
Special Items	\$	227,575	\$ 226,297	\$	(1,278)
Debt Principal	\$	219,644	\$ 518,538	\$	298,894
Debt Interest	\$	254,559	\$ 238,361	\$	(16,198)
Interfund	\$	1,422,988	\$ 1,410,235	\$	(12,753)
<b>Grand Total</b>	<b>\$</b>	<b>5,875,921</b>	<b>\$ 6,173,568</b>	<b>\$</b>	<b>297,647</b>



# ENTERPRISE FUNDS

- Maintain Water rates for the 2018 year:
  - Continue to work with the State to ensure maintenance costs for new plant
  - Continue reimbursement process for Catskill Draws
- Review Sewer Fund and recognize the shortfall of revenue due to increased pressure from LTCP:
  - Red Oak consulting recommending 6% increase from 2017-2024 with a 7% increase in 2025.
  - City Manager's proposed recommends a 4% increase
  - Reviewing a budget plan for Storm Water Utility Fee- (Ithaca NY Model).
- Maintain Sanitation rates for the 2018 year
  - Review feasibility of Broadway Corridor to offset costs of garbage pickup everyday on Broadway.



RESOLUTION NO.: 45 - 2018

OF

FEBRUARY 12, 2018

A RESOLUTION SCHEDULING A PUBLIC HEARING FOR FEBRUARY 26, 2018  
TO HEAR PUBLIC COMMENT CONCERNING A LOCAL LAW  
AMENDING SECTION 248-1(B)(1) ENTITLED "SEWER USE RENTS" TO INCREASE  
SEWER USE RENTS TO 104 PERCENT OF THE CUSTOMER'S ANNUAL WATER BILL

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning a Local Law amending Section 248-1(B)(1) of the City of Newburgh Code of Ordinances entitled "Sewer Use Rents" to Increase Sewer Use Rents to 104 Percent of the Customer's Annual Water Bill; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 26th day of February, 2018, in the 3<sup>rd</sup> Floor Council Chambers, City Hall, 83 Broadway, Newburgh, New York.

I, Lorena Vitak, 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 Feb 13, 2018  
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of  
Newburgh this 13 day of Feb. 2018

  
City Clerk

LOCAL LAW NO.: \_\_\_\_\_-2018

OF  
\_\_\_\_\_

A LOCAL LAW AMENDING SECTION 248-1(B)(1) ENTITLED "SEWER USE RENTS"  
OF THE CITY OF NEWBURGH CODE OF ORDINANCES TO INCREASE  
SEWER USE RENTS TO 104 PERCENT OF THE CUSTOMER'S ANNUAL WATER BILL

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 Section 248-1(B)(1) of the City of Newburgh Code of Ordinances entitled 'Sewer Use Rents' to Increase Sewer Use Rents to 104 Percent of the Customer's Annual Water Bill".

SECTION 2 - AMENDMENT

Section 248-1(B)(1) "Sewer Use Rents" shall be amended to read as follows:

Section 248-1. Imposition; method of determination.

There is hereby established and imposed sewerage facilities rents and sewer use rents, which rents are to be imposed upon the owners of real property and which rents are to be determined as follows:

B. Sewer use rents.

- (1) The sewer use rent shall be ~~100~~ 104% of the customer's annual water bill, except as specified in Subsection B(2) and B(3).

SECTION 3 - VALIDITY

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

Underlining denotes additions

~~Strikethrough~~ denotes deletions

#### SECTION 4 - EFFECTIVE DATE

This Local Law shall take effect after it is filed in the Office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

DRAFT

Underlining denotes additions  
~~Strikethrough~~ denotes deletions

RESOLUTION NO.: \_\_\_\_\_ - 2018

OF

FEBRUARY 26, 2018

**A RESOLUTION AUTHORIZING THE AWARD OF A BID AND THE EXECUTION OF  
A CONTRACT WITH TAM ENTERPRISES, INC. FOR THE CONSTRUCTION OF  
THE REGULATOR NO. 2 IMPROVEMENTS PROJECT  
IN AN AMOUNT NOT TO EXCEED \$1,257,750.00**

**WHEREAS**, by Resolution No. 219-2011 of October 24, 2011, the City Council of the City of Newburgh, New York authorized the City Manager to execute an Order on Consent with the New York State Department of Environmental Conservation ("NYS DEC") to resolve violations at the Wastewater Treatment Plant and for the development of the CSO Long Term Control Plan ("LTCP"); and

**WHEREAS**, Regulator No. 2 Upgrades are LTCP Phase I project with a notice to proceed date for construction of March 1, 2018; and

**WHEREAS**, the City of Newburgh has duly advertised for bids for the construction of the Regulator No. 2 Improvements Project; and

**WHEREAS**, bids have been duly received and opened and TAM Enterprises, Inc. is the low bidder; and

**WHEREAS**, funding for such project shall be derived from HG1.8197.0200.8166.2017 - Regulator No. 2 Upgrades;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the bid for construction of the Regulator No. 2 Improvements Project be and it hereby is awarded to TAM Enterprises, Inc. for the amount of \$1,257,750.00, and that the City Manager be and he is hereby authorized to enter into a contract for such work in this amount.



**114 Hartley Road  
Goshen, NY 10924  
Phone: (845)-294-8882  
Fax: (845)-294-8883**

---

February 9, 2018

A.J. Brooks  
855 Route 146, Suite 210  
Arcadis of New York  
Clifton Park, New York 10265

RE: Regulator No. 2 Improvements Bid Submission  
City of Newburgh  
Orange County New York

Dear Mr. Brooks:

Please find attached one original bid package with additional submittal items and copy of same.  
Please contact us with any questions regarding this submission.

Sincerely,

Clifford Bell, CPG, Estimator

Cc: Brian Smith TAM Enterprises, Inc.

Attached: One (1) original bid submission  
One (1) copy

## **BID FORM**

**City of Newburgh  
Regulator No. 2 Improvements  
Bid No. 1.18**

### **TABLE OF ARTICLES**

1. Bid Recipient
2. Bidder's Acknowledgements
3. Bidder's Representations
4. Bidder's Certifications
5. Basis of Bid
6. Time of Completion
7. Attachments to this Bid
8. Defined Terms
9. Bid Submittal

### **ARTICLE 1 - BID RECIPIENT**

1.01 This Bid is submitted to:

City Comptroller  
City of Newburgh  
83 Broadway  
Fourth Floor  
Newburgh, New York 12550

- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with Owner, by executing the Agreement form included in the Bidding Documents, to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

### **ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS**

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

### ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda.

Addendum No.	Addendum Date
1	2/1/18

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and

conditions of the Bidding Documents.

- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### ARTICLE 4 -- BIDDER'S CERTIFICATIONS

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of the Paragraph 4.01.D;
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and



4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.		
1	Lump Sum Bid Price for General Construction	\$ 1,100,000.00

Item No.	Allowances	
2	Lump Sum Contingency Allowance	\$100,000.00

**Total of Lump Sum = Total Bid Price**

**\$ 1,200,000.00**

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
3	Tree Trimming	Days	3	\$ 8,000.00	\$ 24,000.00
4	Repair of Spalled Concrete	sqft	75	\$ 250.00	\$ 18,750.00
5	Repairing Cracks on Interior Structural Surfaces	lft	100	\$ 150.00	\$ 15,000.00
<b>Total of All Unit Price Bid Items</b>					<b>\$ 57,750.00</b>

Bidder acknowledges that (1) each bid unit price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

#### ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages and special damages in the event of failure to complete the Work within the Contract Times. Bidder also accepts the provisions for performance damages, if any, included in the Contract Documents.

#### ARTICLE 7 – ATTACHMENTS TO THIS BID

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

- / A. Required bid security.
- / B. Required Qualifications Statement with supporting data.
- C. Listing of Subcontractors, Suppliers, and other individuals and entities required to be identified in this Bid.
- D. Waiver of Immunity / Non-Collusive Bidding Certificate.
- E. Worker's Compensation Affidavit.
- F. Apprenticeship Certification Form.
- G. Iranian Energy Sector Divestment Form.
- H. EEO Statement Policy.
- I. Documented Proof that EPA Form 6100-2 – DBE Subcontractor Participation Form was given to MWBE Subcontractors.
- J. EPA Form 6100-3, DBE Subcontractor Performance Form.
- K. EPA Form 6100-4, DBE Subcontractor Utilization Form.
- L. Certification of Contracts, Grants, Loans, and Cooperative Agreements.
- M. American Iron and Steel Contractor Certification.

#### ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 9 - BID SUBMITTAL**

9.01 This Bid submitted by: TAM Enterprises, Inc.

BIDDER: [Indicate correct name of bidding entity]

TAM Enterprises, Inc.

By: [Signature]

[Printed name]

Anthony Lasaponara

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

[Printed name]

Rosanna Antolino

Title:

Admin

Submittal Date:

2/8/18

Address for giving notices:

114 Hartley Road, Goshen, NY 10924

Telephone Number:

845-294-8882

Fax Number:

845-294-8883

Contact Name and e-mail  
address:

Rosanna Antolino

rosanna@tamentinc.com

Bidder's License No.:

(where applicable)

++ END OF BID FORM ++

## QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT  
PERMITTED BY LAWS AND REGULATIONS

**1. SUBMITTED BY:**

Official Name of Firm: TAM Enterprises, Inc.

Address: 114 Hartley Road  
Goshen, NY 10924

**2. SUBMITTED TO:**

Arcadis of New York Inc.

**3. SUBMITTED FOR:**

Sewer Modifications

Owner: City of Newburgh

Project Name: Regulator No. 2 Improvements - BID No. 1.18

**TYPE OF WORK:**

Modifications to the existing Regulator No. 2 Structure,  
construction of a permanent dry-weather bypass and  
installation of slide gates.

**4. CONTRACTOR'S CONTACT INFORMATION**

Contact Person: Brian Smith

Title: Operations

Phone: 845-294-8882

Email: brian@tamentinc.com

5. **AFFILIATED COMPANIES:**

Name:

N/A

Address:

6. **TYPE OF ORGANIZATION:**

☐ **SOLE PROPRIETORSHIP**

Name of Owner:

Doing Business As:

Date of Organization:

☐ **PARTNERSHIP**

Date of Organization:

Type of Partnership:

Name of General Partner(s):

☒ **CORPORATION**

State of Organization:

New York

Date of Organization:

2/4/1994

Executive Officers:

- President:

Anthony Lasaponara

- Vice President(s):

- Treasurer:

- Secretary:

EJCDC® C-451, Qualifications Statement.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies,  
and American Society of Civil Engineers. All rights reserved.

Page 00 45 13-2 of 8

☐ LIMITED LIABILITY COMPANY

State of Organization:

Date of Organization:

Members:

☐ JOINT VENTURE

State of Organization:

Date of Organization:

Form of Organization:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

- Address:

**7. LICENSING**

Jurisdiction:

Type of License:

License Number:

Jurisdiction:

Type of License:

License Number:

**8. CERTIFICATIONS**

**CERTIFIED BY:**

Disadvantage Business Enterprise:

Minority Business Enterprise:

Woman Owned Enterprise:

Small Business Enterprise:

Other ( ):

**9. BONDING INFORMATION**

Bonding Company:

Bondex Insurance Company

Address:

30 A Vreeland Road

Florham Park, NJ 07932

Bonding Agent:

Dale Group

Address:

30 A Vreeland Road Suite 120 PO BOX 6

Florham Park, NJ 07932

Contact Name:

Nina Baguley

Phone:

973-377-7000

Aggregate Bonding Capacity:

\$10 Million

Available Bonding Capacity as of date of this submittal: \$4.5 Million

ENCDC® C-451, Qualifications Statement.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies,  
and American Society of Civil Engineers. All rights reserved.

Page 00 45 13-4 of 8

**10. FINANCIAL INFORMATION**

Financial Institution: Salisbury Bank  
Address: 52 Rt 17K  
Newburgh, NY 12550  
Account Manager: Anthony Casillo  
Phone: 845-562-6766

INCLUDE AS AN ATTACHMENT AN AUDITED BALANCE SHEET FOR EACH OF THE  
LAST 3 YEARS

**11. CONSTRUCTION EXPERIENCE:**

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

☐ YES ☒ NO

If YES, attach as an Attachment details including project owner's contact information.

Has any corporate officer, partner, joint venture participant, or proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.



12. **SAFETY PROGRAM:**

Name of Contractor's Safety Officer: Anthony Lasaponara

Include the following as attachments:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA Form 300A - Summary of Occupational Injuries and Illnesses for each of the past 5 years. When requested by Owner or Engineer after receipt of Bids, promptly submit OSHA Form 300 - Log of Work-Related Injuries and Illnesses, for each of the past 5 years.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

**\*\*WILL BE PROVIDED IF LOW BIDDER\*\***

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last five years (indicate disposition as applicable) - IF NONE SO STATE.

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

YEAR	<u>2013</u>	EMR	<u>.87</u>
YEAR	<u>2014</u>	EMR	<u>.87</u>
YEAR	<u>2015</u>	EMR	<u>.86</u>
YEAR	<u>2016</u>	EMR	<u>1.05</u>
YEAR	<u>2017</u>	EMR	<u>1.25</u>

Total Recordable Frequency Rate (TRFR) for the last 5 years:

YEAR	<u>2013</u>	TRFR	<u>3.1</u>
YEAR	<u>2014</u>	TRFR	<u>9.2</u>
YEAR	<u>2015</u>	TRFR	<u>9.1</u>
YEAR	<u>2016</u>	TRFR	<u>13.25</u>
YEAR	<u>2017</u>	TRFR	<u>7.4</u>

Total number of man-hours worked for the last 5 Years:

YEAR	<u>2013</u>	TOTAL NUMBER OF MAN-HOURS	<u>64,776</u>
YEAR	<u>2014</u>	TOTAL NUMBER OF MAN-HOURS	<u>65,002</u>
YEAR	<u>2015</u>	TOTAL NUMBER OF MAN-HOURS	<u>69,128</u>
YEAR	<u>2016</u>	TOTAL NUMBER OF MAN-HOURS	<u>78,480</u>
YEAR	<u>2017</u>	TOTAL NUMBER OF MAN-HOURS	<u>129,560</u>

Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

YEAR	<u>2013</u>	DART	<u>3.1</u>
YEAR	<u>2014</u>	DART	<u>9.2</u>
YEAR	<u>2015</u>	DART	<u>8.8</u>
YEAR	<u>2016</u>	DART	<u>8.8</u>
YEAR	<u>2017</u>	DART	<u>7.4</u>

### 13. EQUIPMENT:

#### MAJOR EQUIPMENT:

- ✓ List on **Schedule C** all pieces of major equipment available for use on Owner's Project.

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HERewith, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION:

TAM Enterprises Inc

BY:

TITLE:

Anthony Lampomara

DATED:

2/8/18

NOTARY ATTEST:

Ann M. KATA

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 8 DAY OF Feb, 2018

NOTARY PUBLIC - STATE OF

New York

MY COMMISSION EXPIRES:

4-18-19

ANN M. KATA  
Notary Public, State of New York  
No. 01KA6239527  
Qualified in Orange County  
Commission Expires April 18, 2019

REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Audited balance sheet for each of the last 3 years for firm named in Section 1.
5. Evidence of authority for individuals listed in Section 7 to bind organization to an agreement.
6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
7. Required safety program submittals listed in Section 13.
8. Additional items as pertinent.

TAM Enterprises, Inc Current Work On Hand

<u>Project</u>	<u>Engineer</u>	<u>Job Amount</u>	<u>Job % Complete</u>	<u>Projected End Date</u>
Joint Regional - Haverstraw NY Gravity Thickner Improvements Project	GHD One Remington Park Drive, Cassenovia, NY 12035 315-679-5741	\$445,571	5%	3/31/2018
City of Beacon - Beacon NY Rehab of Septage Recceiving Staion on WWTP	Bipin Ghandi, P.C. PO BOX 38 Goshen, NY 10924 845-294-54004	\$199,122	25%	4/1/2018
Town of Wallkill - Middletown NY Braeside Filter Project	KC Engineers 2142 NY 302 Circleville, NY 10919 845-361-4541	\$1,287,000	20%	3/31/2018
Town of Poughkeepsie- Poughkeepsie NY Manchester Garden Sewer Mnahole Replacement	Morris Associates, PLLC 9 Elks Lane, Pougkeepsie, NY 12601 845-454-3411	\$125,000	99%	12/15/2017
County of Rockland, Orangeburg NY Sludge Mixer Replacement	Martin J. Dolphin, P.E. County of Rockland Sewer District No. 1 845-365-6111 4 Route 340, Orangeburg, NY 10962	\$714,700	10%	5/28/2017

## SCHEDULE B

**PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)**

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
Town of Wappingers NYCDEP Service Connections	Name: Town of Wappingers Address: 20 Middlebush Rd. Wappingers Falls, NY 12590 Telephone: 845-297-4158	Name: Mark Long Company: Morris Associates Telephone: 845-454-3411	10/15/2015	Water Service Connections	100% Completed	\$125,000.00
Village of Monroe High Street Pump House SUN-UP (SUB)	Name: Erik Allguier Address: Rt. 376 Wappingers Falls, NY 12590 Telephone: 845-462-1800	Name: Mark Searies Company: Delaware Engineering Telephone: 518-452-1290	9/15/15	Water Tank Pump House-Mechanical	100% Completed	\$231,850.00
Town of Wappinger SUN-UP (SUB)	Name: Erik Allguier Address: Rt. 376 Wappingers Falls, NY 12590 Telephone: 845-462-1800	Name: Mark Long Company: Morris Associates Telephone: 845-454-3411	10/15/15	Emergency Repairs	100% Completed	\$55,000.00
Village of Walden Belt Press	Name: Village of Walden Address: 1 Municipal Sq. Walden, NY 12586 Telephone: 845-778-2177	Name: John Queenan Company: Lane & Tully Telephone: 845-294-3700	10/15/2014	Belt Press Building	100% Completed	\$407,075.00
Town of Walkill Raw Sewage Project	Name: Town of Walkill Address: 99 Tower Drive Bldg. A. Walkill, NY Telephone: 845-342-1668	Name: Darren Doetsch Company: KC Engineering Telephone: 845-361-4541	5/15/2014	Raw Sewage Pumps	100% Completed	\$490,673.00
Village of Liberty Oxidation Ditch Phase 1/2/3	Name: Village of Liberty Address: 167 N Main St. Liberty, NY 12754 Telephone: 845-292-2250	Name: Dan Fagnini Company: Delaware Engineering Telephone: (607) 432-8073	6/15/2014	Oxidation Ditch Upgrades 1/2/3	100% Completed	\$1,443,919.00
Village of Highland Falls WWTP Upgrades	Name: Village of Highland Falls Address: 303 Main St. Highland Falls, NY 10928 Telephone: 845-446-3400	Name: Todd Atkinson Company: Todd Atkinson, PE Telephone: 845-224-9347	8/15/2013	WWTP Upgrades	100% Completed	\$324,000.00

EJCDC® C-451, Qualifications Statement.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies,  
and American Society of Civil Engineers. All rights reserved.

Page 00 45 13-2 of 4

# SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years;

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
Village of Pawling Main Pump Station Rehab WTP	Name: Village of Pawling Address: 9 Memorial Ave Pawling, NY 12564 Telephone: 845-855-1122	Name: Joe Zarecki Company: Zarecki & Associates Telephone: 845-855-3771	3/1/2013	Pump Station Rehab	100%	\$71,930.00
Tri-Municipal Chlorine Contact Structure	Name: Mike Batz Address: 354 Sheafe Road Wappingers Falls Telephone: 845-297-5522	Name: Darren Doetsch Company: KC Engineering Telephone: 845-361-4541	5/1/2013	Chlorine Contact Tank Structure	100%	\$52,015.00
Village of Goshen Minisink Trail Pump Station	Name: Village of Goshen Address: 276 Main Street Goshen, NY 10924 Telephone: 845-294-6750	Name: Pete Manoregules Company: LAN Associates Telephone: 845-615-0350	5/1/2012	Pump Station Rehab	100%	\$251,478.00
Village of Washingtonville Digester Mixer Replacement	Name: Village of Washingtonville Address: 9 Fairlawn Dr Washingtonville, NY Telephone: 845-496-3221	Name: Frank Russo Company: H&M Engineering Telephone: (631) 756-8000	9/1/2014	Digester Mixer Replacement	100%	\$122,081.00
DN Tanks (SUB) Village of Harriman Water Tank	Name: DN Tanks 11 Teal Road Address: Wakefield, MA 0188 Telephone: 781-246-5141	Name: Dan Fagnini Company: Delaware Engineering Telephone: (607) 432-8073	5/1/2013	Water Tank Sub Contractor	100%	\$300,703.00
Village of KJ Sewer Improvements	Name: Village of KJ Address: PO Box 566 Monroe, NY 10949 Telephone: 845-783-8300	Name: Mike Tremper Company: CAMO Pollution Control Telephone: 845-463-7310	3/1/13	Sewer Improvements	100%	\$526,599.00
City of Beacon Sewer Improvements	Name: City of Beacon Address: 1 Municipal Plaza Beacon, NY 12508 Telephone: 845-838-5000	Name: John Russo Company: Lenc & Tully Telephone: 845-294-3700	5/15/12	City Wide Sewer Imp.	100%	\$418,517.68

EJCDC® C-451, Qualifications Statement.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Page 00 45 13-3 of 4



114 Hartley Road  
Goshen, NY 10924  
Phone (845)294-8882  
Fax: (845)294-8883

## Corporate Resolution Authorization

Anthony Lasaponara, the undersigned, certifies that he is the President of TAM Enterprises, Inc, a corporation organized under the laws of New York having its principal office at 114 Hartley Road, Goshen, NY 10924 and that the following is a true copy of a resolution duly adopted by the Board of Directors of TAM Enterprises, Inc. at a meeting held by them on March 1, 2017, where a quorum was present.


Resolved, that Anthony Lasaponara, is hereby authorized to negotiate on behalf of TAM Enterprises, Inc.

The undersigned further certifies that there is no provision in the Articles of Incorporation or the bylaws of TAM Enterprises, Inc. limiting the power of the Board of Directors to pass the resolution described above and that the resolution is in conformity with the provisions of the Articles of Incorporation and the bylaws and this resolution has not been rescinded or modified.

  
\_\_\_\_\_  
Anthony Lasaponara, President  
TAM Enterprises, Inc.

2/8/18  
\_\_\_\_\_  
Date

Sworn to before me on this 08 day of  
February 20 18.

  
\_\_\_\_\_  
Signature of Notary Public

ANN M. KATA  
Notary Public, State of New York  
No. 01KA6239527  
Qualified in Orange County  
Commission Expires April 18, 2018



114 Hartley Road  
Goshen, NY 10924

Phone (845)294-8882  
Fax: (845)294-8883

### **Employee descriptions and experience**

Tony Lasaponara – President 20+ years experience in underground utility installation

Brian Smith – General Foreman 20+ years experience in underground utility installation

Dean Lamarca – Operator 30+ years heavy equipment operator experience

Matthew Coneen – Laborer 10+ years experience in underground utility installation

Edmund Conklin – Laborer 10+ years experience in underground utility installation

Michael Herbert – Operator 10+ years heavy equipment operator experience

We have many other operators and laborers with approx.. 5-10 years of heavy equipment operator experience and labor experience installing underground utilities.





114 Hartley Road  
Goshen, NY 10924

Phone (845)294-8882  
Fax: (845)294-8883

#### **List of Earth Moving Equipment**

2005 Komatsu PC200 Excavator
2014 Volvo EC140BLC Excavator
2012 Komatsu PC120 Excavator
2015 Bobcat E85 Excavator
2015 Bobcat E85 T4 Excavator
2015 Bobcat E85 T4 Excavator
2013 Bobcat E60 Excavator
2002 Komatsu WA320 Wheel loader
2011 CAT IT38 Wheel loader
2003 Caterpillar Wheel Loader IT28G
1988 Komatsu WA180 Wheel loader
2016 Kubota R530-R43 Wheel loader
2011 Kubota R520 Wheel loader
2012 John Deere 310D Backhoe
2004 Caterpillar 416 backhoe
2012 Caterpillar D5E bulldozer
2014 Bobcat T750 Track loader
Dingo Model:425TX Track loader
Dingo Model:TX525 Track loader
2013 Bobcat T870 Skid Steer
2016 Freightliner Dump Truck
2016 Freightliner Dump Truck
2007 Sterling DumpTruck
2006 Mack DumpTruck

# OSHA's Form 300 (Rev. 01/2004)

## Log of Work-Related Injuries and Illnesses

**Notes:** You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader. In addition, the forms are programmed to auto-calculate as appropriate.

**Attention:** This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 20 13

U.S. Department of Labor  
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.9 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name TAM

City Newington State CT

Identify the person			Describe the case		Classify the case				Enter the number of days the injured or ill worker was:		Select the "Injury" column or column and type of illness:						
(A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness (e.g., 2/10)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe the injury or illness, parts of body affected, and object/instrument that directly injured or made person ill (e.g., Second degree burn on right forearm from acetylene torch)	Resulted at least:				Any days lost	On job transfer or restriction	(G)					
					Death (3)	Days away from work (4)	Job transfer or restriction (5)	Other recordable cases (6)	(1)			(2)	(3)	(4)	(5)	(6)	
Reset	1060704	Steve Doherty	2/10	Basement	Cut hand from grinder	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	97 days		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Reset		LOPER		Saw Plant		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Reset						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Reset						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Reset						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Reset						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Reset						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Reset						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Reset						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Reset						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Reset						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search existing data sources, gather the data needed, and complete and review the collection of information. Send comments regarding this burden estimate or any other aspect of this data collection, including suggestions for reducing the burden, to Washington, DC 20503. Send all other correspondence to the Office of Management and Enterprise Services, Paperwork Project Manager, Washington, DC 20503.

Save Input

Add a Form Page

Page 1 of 1

(1) (2) (3) (4) (5) (6)

# OSHA's Form 300A (Rev. 01/2004)

## Summary of Work-Related Injuries and Illnesses

**Note:** You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 2013

U.S. Department of Labor  
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

### Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	1	0	0
(0)	(1)	(0)	(0)

### Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
97	0
(97)	(0)

### Injury and Illness Types

Total number of ...	
(1)	(2)
(1) Injuries	(4) Poisonings
(2) Skin disorders	(5) Hearing loss
(3) Respiratory conditions	(6) All other illnesses

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about this estimate or any other aspect of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20218. Do not send the completed forms to this office.

### Establishment information

Your establishment name STW ENT  
Street 384 Quinn Ave  
City Newington State NY Zip 10953  
Industry description (e.g., Manufacture of motor truck trailers)

Standard Industrial Classification (SIC), if known (e.g., 3715)

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment information (If you don't have these figures, see the Worksheet on the next page to estimate.)

Annual average number of employees 27

Total hours worked by all employees last year

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Chris M. Kach Office Manager  
Company executive Title

Phone 314-1161 Date 1/1/13

Save Input

# OSHA's Form 300A (Rev. 01/2004)

## Summary of Work-Related Injuries and Illnesses

**Note:** You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 20 14

U.S. Department of Labor  
Occupational Safety and Health Administration  
Form approved OSHA no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

### Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
<u>0</u>	<u>3</u>	<u>0</u>	<u>0</u>
(C)	(D)	(E)	(F)

### Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
<u>83</u>	<u>0</u>
(G)	(H)

### Injury and Illness Types

Total number of . . .	(3)
(1) Injuries	<u>3</u>
(2) Skin disorders	<u>0</u>
(3) Respiratory conditions	<u>0</u>
(4) Poisonings	<u>0</u>
(5) Hearing loss	<u>0</u>
(6) All other illnesses	<u>0</u>

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspect of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20215. Do not send the completed forms to this office.

### Establishment Information

Your establishment name TAM Enterprises Inc  
Street 384 Co. Rd. A  
City Prichard, AL State AL Zip 36958  
Industry description (e.g., Manufacture of motor truck trailers)  
water & wastewater industry  
Standard Industrial Classification (SIC), if known (e.g., 3715)

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)  
227110

Employment Information (If you don't have these figures, use the Worksheet on the next page to estimate.)

Annual average number of employees 29  
Total hours worked by all employees last year 65072

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Signature Alan A. Hester Title SA  
Company executive  
Phone 256-374-1161 Date 12/31/14

Save Input

## Log of Work-Related Injuries and Illnesses

**Attention:** This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 20 14

**U.S. Department of Labor**  
**Occupational Safety and Health Administration**

Form approved OMB no. 1218-0176

**You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.6 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.**

[illegible]



## Log of Work-Related Injuries and Illnesses

**Attention:** This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 20 15

**U.S. Department of Labor**  
**Occupational Safety and Health Administration**

Form approved OMB no. 0718-0126

**You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.**

Establishment name Tam Enterprises  
city Gothen state NV

Identify the person

(A) Case no.

(B) Employee's name

(C) Job title (e.g., Welder)

Describe the case

(D) Date of injury or onset of illness (e.g., 2/10)

(E) Where the event occurred (e.g., Loading dock north end)

(F) Describe the injury or illness, parts of body affected, and object(s) or place(s) that directly injured or made worse (e.g., Second degree burns on right forearm from acetylene torch)

Classify the case

SELECT ONLY ONE box for each item based on the most serious health effect for that case

Remained at Work

Month (G)

Days away from work (H)

Job transfer or restriction (I)

Other records show cases (J)

Days from work (K)

On job transfer or restriction (L)

Select the "injury" column or columns on type of illness

(M)

(1)

(2)

(3)

(4)

(5)

(6)

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search existing data sources, gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about this burden estimate or any other aspect of this data collection, including suggestions for reducing the burden, write to the Office of Management and Budget, Paperwork Project Director, Washington, DC 20503.

Save Input

Add a Form Page

Page totals

0

0

0

3

0

0

30

0

0

0

Page 1 of 1

# OSHA's Form 300A (Rev. 01/2004)

## Summary of Work-Related Injuries and Illnesses

**Note:** You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 20 05

U.S. Department of Labor  
Occupational Safety and Health Administration  
Form approval OSHA no. 1218-0175

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.38, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

### Number of Cases

Total number of deaths

0

(G)

Total number of cases with days away from work

0

(H)

Total number of cases with job transfer or restriction

0

(I)

Total number of other recordable cases

3

(J)

### Number of Days

Total number of days away from work

0

(K)

Total number of days of job transfer or restriction

0

(L)

### Injury and Illness Types

Total number of ...

(M)

(1) Injuries

3

(4) Poisonings

0

(2) Skin disorders

0

(5) Hearing loss

0

(3) Respiratory conditions

0

(6) All other illnesses

0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instructions, search existing data sources, gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about this estimate or any other aspect of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3646, 201 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed form to this office.

### Establishment information

Your establishment name TAM Enterprises

Street 114 Hartford Rd

City Oshkosh State WI Zip 54901

Industry description (e.g., Manufacture of motor truck trailers)

Writer + construction services

Standard Industrial Classification (SIC), if known (e.g., 3713)

OR

North American Industrial Classification (NAICS), if known (e.g., 336112)

231110

Employment information (If you don't have these figures, use the Worksheet on the next page to estimate.)

Annual average number of employees

31

Total hours worked by all employees last year

1682.5

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

[Signature]

Company executive

Title

Phone 25234 8882

Date 12/31/05

Save input

# OSHA's Form 300A (Rev. 01/2004)

## Summary of Work-Related Injuries and Illnesses

**Note:** You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 2016

U.S. Department of Labor  
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

### Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
<u>0</u>	<u>2</u>	<u>0</u>	<u>3</u>
(c)	(f)	(g)	(h)

### Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
<u>166</u>	<u>0</u>
(i)	(j)

### Injury and Illness Types

Total number of ...			
(k)			
(1) Injuries	<u>5</u>	(4) Poisonings	<u>0</u>
(2) Skin disorders	<u>0</u>	(5) Hearing loss	<u>0</u>
(3) Respiratory conditions	<u>0</u>	(6) All other illnesses	<u>0</u>

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about this estimate or any other aspect of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

### Establishment information

Your establishment name Tan Enterprise, Inc

Street 114 Horton Rd

City Greenville State SC Zip 29615

Industry description (e.g., Manufacture of motor truck trailers)

Water - wastewater Service

Standard Industrial Classification (SIC), if known (e.g., 3715)

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment information (If you don't have these figures, see the Worksheet on the next page to estimate.)

Annual average number of employees 45

Total hours worked by all employees last year 78,450

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Joe Korte Title Manager

Company executive

Phone 813-294-5863 Date 2/17/17

Save input



# OSHA's Form 300 (Rev. 01/2004)

## Log of Work-Related Injuries and Illnesses

**Notes:** You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader. In addition, the forms are programmed to auto-calculate as appropriate.

**Attention:** This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 20 16

U.S. Department of Labor  
Occupational Safety and Health Administration

Form approved OSHA no. 1218-0176

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name Tam Enterprises  
City Groton State CT

### Identify the person

(A) Case no.  
(B) Employer's name  
(C) Job title (e.g., Welder)

### Describe the case

(D) Date of injury or onset of illness (e.g., 2/10)  
(E) Where the event occurred (e.g., Loading dock north end)  
(F) Describe the injury or illness, parts of body affected, and injurious incident that directly injured or made worse (e.g., Severe degenerative on right forearm from acetylene torch)

### Classify the case

SELECT ONLY ONE BOX FOR EACH CATEGORY. IF THE CASE IS RECORDED IN THE OSHA 301, CHECK THE BOX.

Enter the number of days the injured or ill worker was:

Select the "injury" column or choose one type of illness:

Identify the person			Describe the case		Classify the case				Enter the number of days the injured or ill worker was:		Select the "injury" column or choose one type of illness:						
(A) Case no.	(B) Employer's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness (e.g., 2/10)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe the injury or illness, parts of body affected, and injurious incident that directly injured or made worse (e.g., Severe degenerative on right forearm from acetylene torch)	Death (G)	Days away from work (H)	Job transfer or restriction (I)	Other events while working (J)	Away from work (K)	On job transfer or restriction (L)	(M)					
												(1)	(2)	(3)	(4)	(5)	(6)
Reset	National Union	laborer	7/12/17	job site	Crushed thumb					0							
Reset	Nicholas Burke	laborer	5/12/20	Tuxedo	tube struck ec on head					0							
Reset	Nicholas Burke	laborer	8/12/22	West	When stood up					0							
Reset	Paul Thomas	laborer	5/12/16	Jun Roseville	Struck head on object					0							
Reset	Martinez/In	laborer	1/1/17	Community	Inflammation					45							
Reset										21							
Reset																	
Reset																	
Reset																	
Reset																	
Reset																	
Reset																	

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search existing data sources, gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OSHA control number. If you have any comments about these estimates or any other aspect of this data collection, contact: U.S. Department of Labor, OSHA Office of Statistics and Analysis, Room 30-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Page totals

0 2 0 3 66 0 500000

Save Input

Add a Form Page

Page 1 of 1

(1) (2) (3) (4) (5) (6)

# OSHA's Form 300A (Rev. 01/2004)

## Summary of Work-Related Injuries and Illnesses

Notes: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/variable" PDF documents, you can type into the input form fields and then save your input using the free Adobe PDF Reader.

Year 20 17

U.S. Department of Labor  
Occupational Safety and Health Administration  
Form updated OSHA no. 3310-0175

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases			
Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
<u>0</u>	<u>4</u>	<u>0</u>	<u>0</u>
(a)	(b)	(c)	(d)

Number of Days	
Total number of days away from work	Total number of days of job transfer or restriction
<u>54</u>	<u>0</u>
(e)	(f)

Injury and Illness Types			
Total number of ...			
(1) Injuries	<u>2</u>	(4) Poisonings	<u>0</u>
(2) Skin disorders	<u>0</u>	(5) Hearing loss	<u>0</u>
(3) Respiratory conditions	<u>2</u>	(6) All other illnesses	<u>0</u>

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instructions, search existing data sources, gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspect of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed form to this office.

Establishment Information	
Your establishment name	<u>TAM Enterprises</u>
Street	<u>114 Hartley Rd</u>
City	<u>Goshen</u> State <u>NY</u> Zip <u>10924</u>
Industry description (e.g., Manufacture of motor truck trailers)	
<u>Trailer</u>	
Standard Industrial Classification (SIC), if known (e.g., 3713)	
<u>237110</u>	
OR	
North American Industrial Classification (NAICS), if known (e.g., 336212)	
Employment Information (If you don't have these figures, see the Worksheet on the next page to estimate.)	
Annual average number of employees	<u>45</u>
Total hours worked by all employees last year	<u>168,740</u>
Sign here	
Knowingly falsifying this document may result in a fine.	
I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.	
Company executive	<u>President</u>
Title	
Phone	<u>845-274-9592</u>
Date	<u>1/8/18</u>
Save input	

# OSHA's Form 300 (Rev. 01/2004)

## Log of Work-Related Injuries and Illnesses

**Enter** Your own type input into this form and save it. Because the forms in this recordkeeping package are "fillable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader. In addition, the forms are programmed to auto-calculate as appropriate.

**Attention:** This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 20

U.S. Department of Labor  
Occupational Safety and Health Administration

Form approved OSHA no. 1215-0125

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name

City

State

### Identify the person

(A)  
Case no.

(B)  
Employee's name

(C)  
Job title  
(e.g., Forklift)

### Describe the case

(D)  
Date of injury  
or onset of  
illness  
(e.g., 2/10)

(E)  
Where the event occurred  
(e.g., Loading dock area)

(F)  
Describe injury or illness, parts of body  
affected, and circumstances that  
directly injured or made person ill (e.g.,  
Shovel slipped from right forearm from  
scaphoid crack)

### Classify the case

RECORDABLE INJURY OR ILLNESS  
NON-RECORDABLE INJURY OR ILLNESS

Enter the number of  
days the injured or  
ill worker was:

Select the "Injury" outcome or  
choose one type of illness:

#### Recorded as:

Death  
(G)

Days away  
(H)

Job transfer  
or restriction  
(I)

Other recordable  
event  
(J)

First  
first  
work  
(K)

On job  
transfer or  
restriction  
(L)

(M)  
(1) (2) (3) (4) (5) (6)

Record	1	Edward O'Donnell	laborer	2/23	Job site	Lifted bag of cement & hurt back					5	days						
Record	2	Edward O'Donnell	laborer	3/12	Job site	Slipped & fell from ladder on leg					3	days						
Record	3	Norman Lyons	laborer	11/7	Job site	Inhaled fumes causing damage to throat					23	days						
Record	4	Edward Gaskin	laborer	11/7	Job site	Inhaled fumes causing damage to throat					23	days						
Record				1														
Record				1														
Record				1														
Record				1														
Record				1														
Record				1														
Record				1														

Page totals

4

54

2

2

Save Input

Add a Form Page

Page 1 of 1

(1) (2) (3) (4) (5) (6)

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search existing data sources, gather the data needed, and complete and review the collection of information. Send comments regarding this burden estimate or any other aspect of this data collection, including suggestions for reducing the burden, to Washington, DC 20503. Do not send this information to the collection of information.

**BID BOND**

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

**BIDDER (Name and Address):**

TAM ENTERPRISES INC.

114 Hartley Road

Goshen, NY 10924

**SURETY (Name, and Address of Principal Place of Business):**

Bondex Insurance Company

30A Vreeland Road

Florham Park, NJ 07932

**OWNER (Name and Address):**

City of Newburgh

83 Broadway, 4th Floor

Newburgh, NY 12550

**BID**

Bid Due Date: February 8, 2018

**Description (Project Name— Include Location):**

Regulator Number 2 Improvements/ Expansion of and Improvement to Existing System/ Newburgh NY

**BOND**

Bond Number: n/a

Date: February 8, 2018

Penal sum

Five Percent of the Amount Bid

\$ (5% of Amt. Bid)

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

TAM ENTERPRISES INC.

(Seal)

Bidder's Name and Corporate Seal

**SURETY**

Bondex Insurance Company

(Seal)

Surety's Name and Corporate Seal

By:

Signature

By:

Signature (Attach Power of Attorney)

Print Name

Antonina Baguley

Print Name

Title

Attorney In Fact

Title

Attest:

Signature

Attest:

Signature Samantha Zak (Witness)

Title

Title Witness as to Surety

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.



**Bondex Insurance Company**  
36A Vreeland Road, Florham Park, New Jersey 07932

**POWER OF ATTORNEY**  
**For Bid Bonds and Consents of Surety ONLY**

**KNOW ALL MEN BY THESE PRESENTS:**

That **Bondex Insurance Company**, a corporation duly organized under the laws of the State of New Jersey, and having a principal office in Florham Park, County of Morris, State of New Jersey, does hereby appoint:

**Claudia Pereira, Branda Turiello, Antonina Baguley, and Jaclyn Murphy**

its true and lawful Attorney(s)-in Fact, with full power and authority to execute on its behalf bid bonds and consents of surety in the nature thereof, issued in the course of its business and to bind the Company thereby, in an Amount not to exceed \$4,000,000.00

This Power Of Attorney is granted and is signed and sealed by the authority of the following Resolution adopted by the Board of Directors of Bondex Insurance Company at a meeting duly called and held on the 7th day of March, 2007.

*\*RESOLVED that the Chief Executive Officer, President or a Vice President, Secretary or Assistant Secretary, shall have the power and authority*

- 1. To appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writing obligatory in the nature thereof and,*
- 2. To remove, at any time, any such Attorney-in-Fact and revoke any authority given.*

*\*RESOLVED FURTHER, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached as though manually affixed"*

IN WITNESS WHEREOF, Bondex Insurance Company has caused its seal to be affixed hereto and executed by its President on the 11th day of October, 2016.



State of New Jersey  
County of Morris ss.

Bondex Insurance Company  
By Matthew Semeraro  
Matthew Semeraro, President

On this 11th day of October, 2016, before me, a notary public, personally appeared Matthew Semeraro, personally known to me, who being duly sworn did say that he is the President of Bondex Insurance Company, the Corporation described in the foregoing instrument, and that the Seal affixed to said instrument is the said Corporate Seal and that he executed the same in his authorized capacity, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof I have set my hand and affixed my official Seal, the day and year first written above.

Cherie  
Notary Public

I, Philip S. Tobey, Chief Executive Officer of Bondex Insurance Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 8th day of February, 2018

Bond No. BID



Bondex Insurance Company  
Philip S. Tobey, Chief Executive Officer  
CLAUDIA MARTINS PEREIRA  
NOTARY PUBLIC OF NEW JERSEY  
I.D. # 2371880  
My Commission Expires 4/4/2018

**CITY OF NEWBURGH REGULATOR STRUCTURE #2 IMPROVEMENTS**

**C. LIST OF SUBCONTRACTORS, SUPPLIERS**

- 1. McCarey Landscaping, 80 Tower Dr., Middletown, NY**
- 2. Hudson Valley Construction Services, LLC, 6 Bluestar Farm Road, Cornwall, NY 12518**
- 3. A Alport & Sons, 5337 Rt 42, South Fallsburgh, NY 12779**
- 4. Parson Environmental Products, Inc., PO Box 25, Wernersville, PA**

DOCUMENT 00 45 19  
WAIVER OF IMMUNITY/NON-COLLUSIVE BIDDING CERTIFICATION  
PURSUANT TO SECTION 103-D OF THE NEW YORK STATE  
GENERAL MUNICIPAL LAW

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 organizations, under penalty of perjury, that to the best of 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 knowingly been disclosed by the Bidder and will not knowingly be disclosed by the Bidder, directly or indirectly, prior to opening, to any other Bidder or to any competitor;

(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;

A Bid shall not be considered for award nor shall any award be made where (1), (2) and (3) above have not been complied with; provided, however, that 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 (1), (2) and (3) above have not been complied with, the Bid shall not be considered for award nor shall any award be made unless the head of the Purchasing Unit to 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.

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 above.

B. 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, local law, and where such Bid contains the certification referred to in paragraph A of this 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 submission of the Bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Sworn to before me  
this 8 day of Feb 2018



Notary Public

  
Signature

Title

Company Name

President

Tam Enterprises Inc

04881009.0000

ANN M. KATA  
Notary Public, State of New York  
No. 01KA6239527  
Qualified in Orange County  
Commission Expires April 18, 2019

DOCUMENT 00 45 20  
AFFIDAVIT - WORKER'S COMPENSATION

STATE OF: )

) SS:

County of: )

I, Anthony Lasaponara of the Town, Village, City of Goshen  
in the County of Orange and the State of New York

of full age, being duly sworn according to law on my oath depose and say that:

I am President, an officer of the firm of TAM Enterprises, Inc

being duly sworn, deposes and says that he now carries or that he has applied for a Worker's Compensation Policy to cover the operations, as set forth in the preceding contract, and to comply with the provisions thereof.

TAM Enterprises Inc

Contractor Name

Subscribed and sworn to

Anthony Lasaponara  
Name of Affiant

President

Title of Affiant

[Signature]  
Signature of Affiant

before me this 8 day of February, 20 18

Notary Public of Orange Co. New York

My commission expires: 4-18-19

Notary Signature: [Signature]

Affix Notary Seal or Stamp below

ANN M. KATA  
Notary Public, State of New York  
No. 01KA6239527  
Qualified in Orange County  
Commission Expires April 18, 20 19



## APPRENTICESHIP CERTIFICATION FORM

This form is required for all service contracts over \$250,000

I Anthony Lasaponara do hereby certify that I am authorized to sign a contract on behalf of TAM Enterprises, Inc. and that we currently have a New York State Certified Apprenticeship program. As the prime contractor for the City of Newburgh contract entitled Regulator #2 Improvements + Expansion we also certify that the listing below constitutes all the sub-contractors we have hired for work on this public works contract. existing system. Each of the sub-contractors listed below attests that they currently have a New York State Certified Apprenticeship program.

Prime Contractor: \_\_\_\_\_

Signature (in blue ink)

Date: 2/8/18Subcontractor Name: McCahey Landscaping IncAddress: 80 Tower DriveMiddletown NY 10941Phone No.: 845-355-7500Signature: Donna McCaheyTitle: PresidentDate: 2-8-18

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**IRANIAN ENERGY SECTOR DIVESTMENT**

**Certification Pursuant to Section 103-g of the New York State General Municipal Law**

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

Name:

Anthony Lasaponara

Title:

President

Signature:

Date:

2/8/18

Company Name:

TAM Enterprises, Inc

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

I, Anthony Lasiponaz, am the authorized representative of TAM Enterprises, Inc.  
Name of Representative Name of Contractor/Service Provider  
I hereby certify that TAM Enterprises, Inc. 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, 41 CFR Part 60-4, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975. 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.

X

Contractor/Service Provider Representative

**cliff@tamentinc.com**

---

**From:** cliff@tamentinc.com  
**Sent:** Friday, February 09, 2018 1:26 PM  
**To:** 'donna@mccareylandscaping.com'  
**Subject:** DBE Subcontractor Participation Form/City of Newburgh Regulator Structure #2 Improvements General Construction  
**Attachments:** EPA Form 6100-2 DBE Subcontractor Participation Form.pdf

Hello Donna: Please find attached form for the above project General Construction Bid No. 1.18.  
Thank you

**Clifford Bell | Estimator**  
**TAM Enterprises, Inc.**  
**114 Hartley Road, Goshen, NY 10924**  
[cliff@tamentinc.com](mailto:cliff@tamentinc.com)  
P: (845)-294-8882  
F: (845)-294-8883  
[www.tamentinc.com](http://www.tamentinc.com)

## Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Participation Form

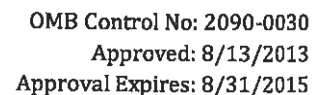
An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE<sup>1</sup> subcontractor<sup>2</sup> the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name		Project Name <b>City of Newburgh Regulator Structure #2 Improvements</b>	
Bid/ Proposal No. <b>1.18</b>	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name <b>TAM Enterprises, Inc.</b>		Issuing/Funding Entity:	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services , Equipment or Supplies	Amount Received by Prime Contractor
1		

<sup>1</sup> 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.

<sup>2</sup> 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.



Please use the space below to report any concerns regarding the above EPA-funded project:

[illegible]

<b>Subcontractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

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.

**cliff@tamentinc.com**

---

**From:** cliff@tamentinc.com  
**Sent:** Friday, February 09, 2018 1:28 PM  
**To:** 'Leigh Nannini Rivas'  
**Subject:** DBE Subcontractor Participation Form/City of Newburgh Regulator Structure #2 Improvements General Construction  
**Attachments:** EPA Form 6100-2 DBE Subcontractor Participation Form.pdf

Hello Leigh: Please find attached form for the above project General Construction Bid No. 1.18. Please acknowledge receipt.

Thank you

**Clifford Bell | Estimator**  
**TAM Enterprises, Inc.**  
**114 Hartley Road, Goshen, NY 10924**  
[cliff@tamentinc.com](mailto:cliff@tamentinc.com)  
P: (845)-294-8882  
F: (845)-294-8883  
[www.tamentinc.com](http://www.tamentinc.com)

## Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Participation Form

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE<sup>1</sup> subcontractor<sup>2</sup> the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name		Project Name <b>City of Newburgh Regulator Structure #2 Improvements</b>	
Bid/ Proposal No. <b>1.18</b>	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name <b>TAM Enterprises, Inc.</b>		Issuing/Funding Entity:	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services , Equipment or Supplies	Amount Received by Prime Contractor
1		

<sup>1</sup> 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.

<sup>2</sup> 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 Participation Form

Please use the space below to report any concerns regarding the above EPA-funded project:

[illegible]

<b>Subcontractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

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.

**cliff@tamentinc.com**

---

**From:** cliff@tamentinc.com  
**Sent:** Friday, February 09, 2018 1:27 PM  
**To:** dory@alport.com  
**Subject:** DBE Subcontractor Participation Form/City of Newburgh Regulator Structure #2 Improvements General Construction  
**Attachments:** EPA Form 6100-2 DBE Subcontractor Participation Form.pdf

Hello Dory: Please find attached form for the above project General Construction Bid No. 1.18.  
Thank you

**Clifford Bell | Estimator**  
**TAM Enterprises, Inc.**  
**114 Hartley Road, Goshen, NY 10924**  
[cliff@tamentinc.com](mailto:cliff@tamentinc.com)  
P: (845)-294-8882  
F: (845)-294-8883  
[www.tamentinc.com](http://www.tamentinc.com)



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

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

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE<sup>1</sup> subcontractor<sup>2</sup> the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name <b>A. Alport &amp; Son, Inc</b>		Project Name <b>City of Newburgh Regulator Structure #2 Improvements</b>	
Bid/ Proposal No. <b>1.18</b>	Assistance Agreement ID No. (if known)	Point of Contact <b>Dory Alport</b>	
Address <b>5337 State Route 42, South Fallsburg NY 12779</b>			
Telephone No. <b>845-434-7500</b>		Email Address <b>dory@alport.com</b>	
Prime Contractor Name <b>TAM Enterprises, Inc.</b>		Issuing/Funding Entity:	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services , Equipment or Supplies	Amount Received by Prime Contractor
1	Supply ductile iron pipe, manholes, frames & grates	46,000


<sup>1</sup> 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.

<sup>2</sup> 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.



**Please use the space below to report any concerns regarding the above EPA-funded project:**

[illegible]

<b>Subcontractor Signature</b>	<b>Print Name</b>
	Dory Alport
<b>Title</b>	<b>Date</b>
President	2/9/18

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<sup>1</sup> subcontractor's<sup>2</sup> 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 contractors bid or proposal package.

Subcontractor Name McCarey Landscaping, Inc.		Project Name City of Newburgh Regulation Structure No. 2 Improvements	
Bid/ Proposal No. 1.18	Assistance Agreement ID No. (if known)		Point of Contact Donna McCarey
Address 80 Tower Drive, Middletown, NY 10941			
Telephone No. 845-355-7500		Email Address donna@mccareylandscaping.com	
Prime Contractor Name TAM Enterprises, Inc.		Issuing/Funding Entity:	

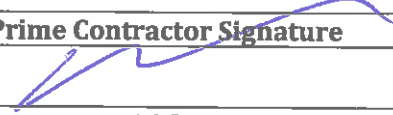
Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
Item No. 1	Hauling of debris, soils, materials	\$20,000 (Est.)
DBE Certified By: <input checked="" type="radio"/> DOT <input checked="" type="radio"/> SBA <input checked="" type="radio"/> Other: _____		Meets/ exceeds EPA certification standards? <input checked="" type="radio"/> YES <input type="radio"/> NO <input checked="" type="radio"/> Unknown

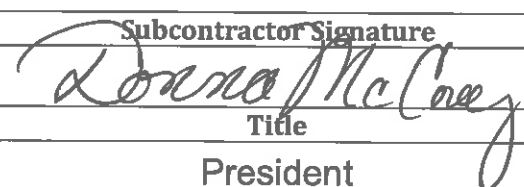
<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as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

<sup>2</sup> 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).

<b>Prime Contractor Signature</b>	<b>Print Name</b>
	Tony Lasaponara
<b>Title</b>	<b>Date</b>
Owner	2/8/18

<b>Subcontractor Signature</b>	<b>Print Name</b>
	Donna McCarey
<b>Title</b>	<b>Date</b>
President	2/8/18

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 Performance Form**

This form is intended to capture the DBE<sup>1</sup> subcontractor's<sup>2</sup> 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 contractors bid or proposal package.

Subcontractor Name <b>Hudson Valley Construction Services, LLC</b>		Project Name <b>City of Newburgh Regulation Structure No. 2 Improvements</b>	
Bid/ Proposal No. <b>1.18</b>	Assistance Agreement ID No. (if known)	Point of Contact <b>Leigh Nannini</b>	
Address <b>6 Bluestar Farm Road, Cornwall, NY 12518</b>			
Telephone No.		Email Address <b>leigh@hvcsllc.com</b>	
Prime Contractor Name <b>TAM Enterprises, Inc.</b>		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
Item No. 1	Provide Aggregates including Crushed Stone, select fill, granular fill, Item 304 Type 4, Backfill	\$ 15,000.00
DBE Certified By: <input checked="" type="radio"/> DOT <input type="radio"/> SBA <input checked="" type="radio"/> Other: _____		Meets/ exceeds EPA certification standards? <input type="radio"/> YES <input type="radio"/> NO <input checked="" type="radio"/> Unknown

<sup>1</sup> 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.

<sup>2</sup> 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).

<b>Prime Contractor Signature</b>	<b>Print Name</b>
	Tony Lasaponara
<b>Title</b>	<b>Date</b>
Owner	2/8/18

<b>Subcontractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

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<sup>1</sup> subcontractor's<sup>2</sup> 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 contractors bid or proposal package.

Subcontractor Name <b>A. Alport &amp; Sons, Inc</b>		Project Name <b>City of Newburgh Regulation Structure No. 2</b>	
Bid/ Proposal No. <b>1.18</b>	Assistance Agreement ID No. (if known) <b>Improvements</b>	Point of Contact <b>Dory Alport</b>	
Address <b>5337 Rt 42, South Fallsburgh, NY 12779</b>			
Telephone No. <b>845-434-7500</b>		Email Address <b>dory@alport.com</b>	
Prime Contractor Name <b>TAM Enterprises, Inc.</b>		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
Item No. 1	Ductile Iron Pipe, Manholes, frame and grates	<b>\$ 46,091.00</b>
DBE Certified By: <input checked="" type="radio"/> DOT <input checked="" type="radio"/> SBA <input checked="" type="radio"/> Other: <u>WBE by Empire State Development</u>		Meets/ exceeds EPA certification standards? ____ <input checked="" type="radio"/> YES <input type="radio"/> NO <input checked="" type="radio"/> Unknown

<sup>1</sup> 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.

<sup>2</sup> 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).

<b>Prime Contractor Signature</b>	<b>Print Name</b>
	Tony Lasaponara
<b>Title</b>	<b>Date</b>
Owner	2/8/18

<b>Subcontractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>
President	2/9/18

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 DBE<sup>1</sup> subcontractors<sup>2</sup> 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 <b>TAM Enterprises, Inc.</b>		Project Name <b>City of Newburgh Regulator Structure No.2 Improvements</b>	
Bid/ Proposal No. <b>1.18</b>	Assistance Agreement ID No. (if known)	Point of Contact <b>Tony Lasaponara</b>	
Address <b>114 Hartley Road, Goshen, NY 10924</b>			
Telephone No. <b>845-294-8882</b>		Email Address <b>tony@TAMentinc.com</b>	
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?
Mccarey Landscaping, Inc.	80 Tower Dr., Middletown, NY 845-355-7500 donna@mccareylandscaping.com	\$ 20,000.00	Yes
Hudson Valley Construction Services, LLC	6 Bluestar Farm Road, Cornwall, NY 12518 845-527-3670 leigh@hvcslc.com	\$ 15,000.00	Yes
A Alport & Sons	5337 Rt 42, South Fallsburgh, NY 12779 845-434-7500 dory@alport.com	\$ 46,091.00	Yes

Continue on back if needed

<sup>1</sup> 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.

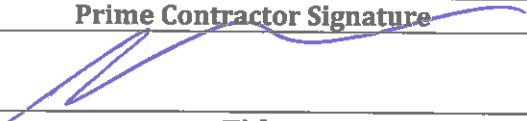
<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



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).

<b>Prime Contractor Signature</b>	<b>Print Name</b>
	<b>Tony Lasaponara</b>
<b>Title</b>	<b>Date</b>
<b>Owner</b>	<b>2/8/18</b>

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.:** \_\_\_\_\_

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: TAM Enterprises Inc  
Name: Anthony LaSapina  
Title: President  
Date: 2-8-18  
Contract ID: Regulator No 2 Improvements  
Bid No 1.18

**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: Regulator No. 2 Improvements

Contractor's Name: TAM Enterprises Inc

Contract ID: Bid # 1.18

SRF Project #: \_\_\_\_\_

SRF Recipient Name: \_\_\_\_\_


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: \_\_\_\_\_

  
Anthony Lasaponara  
President  
2/8/18



***Water & WasteWater Specialists***

114 Hartley Road  
Goshen, NY 10924  
Phone (845)294-8882  
Fax: (845)294-8883

February 2018

City of Newburgh

Re: American Iron and Steel Step Certification for Project  
City of Newburgh – Bid # 1.18  
Regulator #2 Improvements

I, Anthony Lasaponara, certify that the following products and/or materials shipped and/or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

-Slide Gates

Such process will take place in Burlington, Washington.

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Anthony Lasaponara  
President



114 Hartley Road  
Goshen, NY 10924  
Phone (845)294-8882  
Fax (845)294-8883

---

February 2018

City of Newburgh

Re: American Iron and Steel Step Certification for Project  
City of Newburgh – Bid # 1.18  
Regulator #2 Improvements

I, Anthony Lasaponara, certify that the cutting, welding, bending, etc. process for manufacturing the following products and or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and or Materials:

-Slide Gates

Such process will take place in Burlington, Washington.

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Anthony Lasaponara  
President





# Golden Harvest, Inc.

Golden Gates™



Phone: 360-757-4334  
 Fax: 360-757-1135  
 Email: [sales@goldenharvestinc.com](mailto:sales@goldenharvestinc.com)

Post Office Box 287  
 Burlington, WA 98233  
 Web: [www.goldenharvestinc.com](http://www.goldenharvestinc.com)

**QUOTATION #18-0223**

**PAGE 1 OF 1**

**FOR ANSWERS TO QUESTIONS REGARDING THIS QUOTATION CONTACT:**  
**Frank Bazzano N'East Regional Sales Manager @ 412-888-9089 or @ 1-800-338-6238**

**PLEASE RESPOND TO:**

GA Fleet Associates  
 55 Calvert Street  
 Harrison, NY 10528

ATTN:  
 Mark Weller  
 PHONE:  
 941-381-7900

FAX:  
 973-291-8156

EMAIL: [mweller@gafleet.com](mailto:mweller@gafleet.com)

**DATE:** February 6th, 2018  
**QUOTE EXPIRES:** 30 days  
**JOB:** Regulator No. 2 Improvements  
 Newburgh, NY  
**BID DATE:** 02/08/2018  
**ENGINEERS:** Arcadis  
 Daniel Loewestien  
**PHONE:** 718-231-8470  
**FAX:**  
**FOB:** FACTORY (Full Freight Allowed)  
**SHIPPING NOTE:** Split shipments available. **REQUEST QUOTE.**  
**TERMS:** Net 30  
**SUBMITTALS:** 2-4 weeks following receipt of order.  
**SHIPMENT:** 12-16 weeks following submittal approval.  
**ADDENDA REC'D:** n/a  
**SCOPE**

PECIFICATION:		43 26 23				
SECTION:						
#	LOCATION	GATE	SIZE	TYPE	QTY	TOTAL
1	REGULATOR # 2	G-01	42" x 36"	<b>MODEL GH-46</b> TYPE 316L STAINLESS STEEL SLIDE GATE. NON-SELF CONTAINED WALL MOUNTED FRAME. UHMW SEATS. J-BULB SEALS. TYPE 316 STAINLESS STEEL STEM WITH COLD ROLLED THREADS, UHMW STEM GUIDE BUSHINGS. PEDESTAL MOUNTED <b>ELECTRIC MOTOR OPERATOR, 240V/3P/60HZ, MODULATING/OPEN/CLOSE SERVICE.</b> CLEAR BUTYRATE STEM COVER WITH MYLAR STRIP INDICATOR. ANCHOR BOLTS.	1	
2	REGULATOR # 2	G-02	60" x 60"	<b>MODEL GH-46</b> TYPE 316L STAINLESS STEEL SLIDE GATE. NON-SELF CONTAINED WALL MOUNTED FRAME. UHMW SEATS. J-BULB SEALS. TYPE 316 STAINLESS STEEL STEM WITH COLD ROLLED THREADS, UHMW STEM GUIDE BUSHINGS. PEDESTAL MOUNTED GEAR CRANK OPERATOR. CLEAR BUTYRATE STEM COVER WITH MYLAR STRIP INDICATOR. ANCHOR BOLTS.	1	
3	REGULATOR # 2	G-03	36" x 36"		1	
TOTAL:					3	

**FIELD SERVICE:**

To consist of two (2) TRIPs to the project with two (2) four (4) HR DAYS TOTAL on site. One (1) Trip included for installation assistance and one (1) trip included for installation inspection, testing, startup assistance (including electric actuator startup), and training. If additional days are required they are available at \$750 per day plus actual travel and maintenance expenses. REQUEST IN WRITING SHOULD BE MADE 21 DAYS BEFORE SERVICE REPRESENTATIVE IS REQUIRED.

1. Stainless steel anchor bolts are included for concrete mounted frames.  
 2. Epoxy adhesive by contractor.

3. **SALES TAX NOT INCLUDED IN PRICE.**  
 4. Mill finish on stainless steel/aluminum surfaces.

RESOLUTION NO.: \_\_\_\_\_ - 2018

OF

FEBRUARY 26, 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 HOSE REPLACEMENT**

**WHEREAS**, the Fire Department received an insurance recovery in the amount of \$25,414.54 for damage to Department equipment incurred in November 2017 and most of the equipment was replaced in 2017; and

**WHEREAS**, the Fire Department delayed one order for a hose replacement to 2018 to capture a better unit price for the equipment by combining the purchase with the Department's yearly equipment replacement order; 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 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	\$1,112.77
A.3412.0205 - Other Equipment	<u>\$1,112.77</u>
TOTAL:	\$1,112.77

RESOLUTION NO.: \_\_\_\_\_-2018

OF

FEBRUARY 26, 2018

**A RESOLUTION AMENDING THE 2018 PERSONNEL ANALYSIS BOOK  
TO ADD THREE TEMPORARY POSITIONS IN THE SANITATION DIVISION  
IN THE DEPARTMENT OF PUBLIC WORKS**

**WHEREAS**, due to unforeseen circumstances, there is a shortage of personnel in the Department of Public Works; and

**WHEREAS**, the Department of Public Works is requesting 3 temporary sanitation worker positions in the sanitation division for a period of 30 days; and

**WHEREAS**, the City Council has determined that adding 3 temporary sanitation worker positions in the sanitation division in the Department of Public Works will promote economy and efficiency within the Department; the same being in the best interests of the City of Newburgh; and

**WHEREAS**, the addition of the temporary positions requires the amendment of the City of Newburgh Adopted Personnel Analysis Book for 2018;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the Personnel Analysis Book for 2018 be and is hereby amended to add 3 temporary sanitation worker positions in the sanitation division in the Department of Public Works for a period not to exceed 30 working days commencing on the date the sanitation workers are first employed by the City of Newburgh.

RESOLUTION NO.: \_\_\_\_\_-2018

OF

FEBRUARY 26, 2018

**A RESOLUTION AMENDING THE 2018 PERSONNEL ANALYSIS BOOK  
TO CONTINUE ONE (1) SERGEANT POSITION ON A TEMPORARY BASIS  
IN THE CITY OF NEWBURGH POLICE DEPARTMENT**

**WHEREAS**, the Police Department previously advised the City Manager that the department is in need of an additional individual to perform the duties of “Sergeant;” and

**WHEREAS**, by Resolution No. 310-2017 of November 13, 2017, the City Council authorized the amendment of the 2017 Personnel Analysis Book to create one additional Sergeant position in the Police Department Sergeant position on a temporary basis; and

**WHEREAS**, by Resolution No. 3-2018 of January 8, 2018, the City Council authorized an amendment of the 2018 Personnel Analysis Book to create one additional Sergeant position in the Police Department on a temporary basis through February 28, 2018; and

**WHEREAS**, the Police Department has advised the City Manager that the temporary Sergeant position will be needed until June 30, 2018; and

**WHEREAS**, the City Council has determined that continuing one temporary Sergeant position in the Police Department through June 30, 2018 will promote economy and efficiency within the Department; the same being in the best interests of the City of Newburgh;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the Personnel Analysis Book for the fiscal year 2018 be amended to continue one (1) additional position on a temporary basis in the job title “Sergeant” in the Police Department through June 30, 2018.

RESOLUTION NO.: \_\_\_\_\_-2018

OF

FEBRUARY 26, 2018

**A RESOLUTION AUTHORIZING THE EXECUTION  
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY  
FROM A DEED ISSUED TO CHERYLE BRANSON  
TO THE PREMISES KNOWN AS 169 PROSPECT STREET  
(SECTION 16, BLOCK 3, LOT 5)**

**WHEREAS**, on February 8, 2016, the City of Newburgh conveyed property located at 169 Prospect Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 16, Block 3, Lot 5, to Cheryle Branson; and

**WHEREAS**, the owner has requested a release of the restrictive covenants contained in the deed from the City of Newburgh; and

**WHEREAS**, it has been determined that such release be granted; and

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

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

**KNOWN ALL PERSONS BY THESE PRESENTS**, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 169 Prospect Street, Section 16, Block 3, Lot 5, on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4 and 5 in a deed dated February 8, 2016, from the CITY OF NEWBURGH to CHERYLE BRANSON, recorded in the Orange County Clerk's Office on March 1, 2016, in Liber 14016 of Deeds at Page 464 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

THE CITY OF NEWBURGH

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

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

Cheryle Branson  
169 Prospect Street  
Newburgh, NY 12550

RESOLUTION NO.: \_\_\_\_\_ - 2018

OF

FEBRUARY 26, 2018

**A RESOLUTION AUTHORIZING AN EXTENSION OF TIME TO REHABILITATE  
PREMISES OWNED BY HUDSON VALLEY REAL ESTATE PARTNERS, LLC  
KNOWN AS 63 CARSON AVENUE (SECTION 45, BLOCK 7, LOT 5) AND  
66 CARSON AVENUE (SECTION 45, BLOCK 6, LOT 35)**

**WHEREAS**, the City of Newburgh did convey the premises located at 63 and 66 Carson Avenue, more accurately described as Section 45, Block 7, Lot 5 and Section 45, Block 6, Lot 35), respectively, on the official Tax Map of the City of Newburgh by deed dated June 8, 2016; and

**WHEREAS**, said deed included a provision requiring rehabilitation of the conveyed premises to be completed on or about December 8, 2018; and

**WHEREAS**, in accordance with Paragraph 5 of the Terms of Sale, the City Manager has granted the allowable 3 month extension from the original date of December 8, 2017, which will expire on March 8, 2018; and

**WHEREAS**, Robert Grunnah, Managing Member of Hudson Valley Real Estate Partners, LLC, the owner of properties located at 63 and 66 Carson Avenue in the City of Newburgh, has been unable to comply with the deadline, but has made a good faith effort and requests an extension to December 31, 2018 to complete the rehabilitation; and

**WHEREAS**, this Council has determined that it would be in the best interests of the City of Newburgh and its continued development to grant the requested extension;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that Robert Grunnah, Managing Member of Hudson Valley Real Estate Partners, LLC is granted an extension to rehabilitate the premises known as 63 and 66 Carson Avenue in the City of Newburgh until December 31, 2018.

RESOLUTION NO.: \_\_\_\_\_ - 2018

OF

FEBRUARY 26, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE  
A LICENSE AGREEMENT WITH MOUNTAIN VALLEY GUIDES LLC  
FOR ACCESS TO AND THE USE OF THE WASHINGTON STREET BOAT LAUNCH  
AND UNICO PARK TO PROVIDE KAYAK RENTALS AND TOURS**

**WHEREAS**, by Resolution No. 54-2016 of March 14, 2016 and Resolution No. 93-2017 of April 6, 2017, the City Council of the City of Newburgh authorized the City Manager to enter into a license agreement with Mountain Valley Guides LLC for access to and the use of the Washington Street Boat Launch and Unico Park to provide kayak rentals and tours; and

**WHEREAS**, Mountain Valley Guides LLC and the City of Newburgh wish to renew the license agreement for the 2018 season; and

**WHEREAS**, the City Council has examined the license agreement annexed hereto and determined that entering into such license agreement is in the best interests of the City of Newburgh;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the City Manager be and is hereby authorized to execute and enter into the attached license agreement, in substantially the same form and with other terms as Corporation Counsel may require, on behalf of the City of Newburgh, with Mountain Valley Guides LLC for access to and the use of the Washington Street Boat Launch and Unico Park.



## AGREEMENT

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between:

THE CITY OF NEWBURGH, a municipal corporation having its principal place of business at 83 Broadway, City Hall, Newburgh, New York 12550, hereinafter called the "City"; and

MOUNTAIN VALLEY GUIDES LLC, a limited liability company having its principal place of business at 2 Idlewild Avenue, Cornwall-on-Hudson, New York 12520 hereinafter called "Licensee".

WITNESSETH, that the City and Licensee, for consideration hereinafter named, agree as follows:

### ARTICLE 1: Term.

This Agreement shall run from May 26, 2018 to October 8, 2018

### ARTICLE 2: Obligation of the City.

A. The City shall grant to the Licensee a non-exclusive revocable license to access and the use of the Washington Street Boat Launch in the City of Newburgh for the purpose of launching kayaks in connection with providing kayak rentals and tours to the general public on Saturdays and Sundays and 3 Monday holidays during the period of time set forth in Article 1 above. The City will allocate parking spaces with parking passes for 2 trucks/trailers in the Washington Street Boat Launch parking area to the Licensee.

B. The City shall grant to the licensee a non-exclusive revocable license to access and the use of Unico Park in the City of Newburgh for the purpose of erecting a pop-up tent from which to sell tickets for the kayak rentals and tours during the time period set forth in Article 1 and Article 2, paragraph A above.

### ARTICLE 3: Obligation of Licensee.

A. The Licensee shall ensure that all supplies, including the tent, are stored off-site each night.

B. The Licensee shall pay the cost of all personnel, supplies and equipment necessary and proper for the kayak rentals and tours as is required by their use thereof.

C. The Licensee agrees that he, she or it shall, at all times, comply with all rules and regulations adopted by the City for the operation of the Washington Street Boat Launch and Unico Park which are now in force or which may be hereafter adopted. The Licensee further agrees to comply with all rules, regulations, laws and ordinances promulgated the County of

Orange, State of New York including but not limited to the rules and regulations of the Orange County Department of Health. The Licensee further agrees to comply with all laws of the State of New York and the rules and regulations promulgated thereunder including but not limited to the Co-Operative Agreement between the City of Newburgh and the DEC dated June 6, 1997, as amended.

D. It is expressly understood and agreed by the parties hereto that the Licensee is an independent contractor and not an employee of the City and that any persons employed, retained or engaged by the Licensee to perform the services authorized hereunder shall be employees of the Licensee and not of the City. The Licensee shall inform persons so employed, retained or engaged of these facts.

E. The Licensee assumes all risk in the operation of this service and shall be solely responsible and answerable in damages for all accidents or injuries to persons or property and hereby covenants and agrees to indemnify and keep harmless the City and all Departments of the City of Newburgh and their officers and employees from any and all claims, suits, losses, damage or injury to persons or property of whatsoever kind and nature due to the negligence or improper conduct of the Licensee or any servant, agent or employee, which responsibility shall be limited to the insurance coverage herein provided for.

F. The Licensee shall cooperate with City authorities to provide necessary security and supervision of minors, participating in lessons or present as spectators, during the period of this agreement. The Licensee shall be liable for any damage done to the premises by its officers, agents, servants, employees or invitees during the period of this agreement.

#### ARTICLE 4: Payment.

A. The Licensee shall pay to the City, as and for a fee for access to and the use of the Washington Street Boat Launch and Unico Park during the period of this agreement \$750.00.

#### ARTICLE 5: Insurance.

The Licensee shall not commence activities nor perform any work under this agreement until it has obtained all insurance required under this paragraph 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 agreement.

C. Any accident shall be reported to the Office of the City Manager as soon as possible and not later than twenty-four hours from the time of such accident. A detailed written report must be submitted to the City as soon thereafter as possible as and not later than three (3) days after the date of such accident.

#### ARTICLE 6: Representations of Licensee.

The Licensee represents and warrants:

A. That it is financially solvent and that it is experienced and competent to perform the type of work, conduct the activities or to furnish the consideration to be furnished by it; and

B. That it is familiar with and will abide by and enforce all federal, state, municipal and department laws, ordinances and regulations which may in any way affect the work or play or those employed or engaged therein. It is understood and agreed between the parties that the Licensee shall have no right to control the actions of City employees nor any duty to supervise the actions of City employees.

#### ARTICLE 7: Permits and Regulations.

The Licensee shall procure and pay for all permits and licenses necessary for the services to be rendered hereunder.

#### ARTICLE 8: Termination of the Agreement.

Each party shall have the right to stop work or terminate this agreement under the following terms and conditions:

1. (a) A party refuses or fails to perform any of its obligations under this agreement; or

(b) A party fails or refuses to comply with all applicable laws or ordinances; or

(c) A party is guilty of substantial violation of any provision of this agreement.

2. Each party, at its sole discretion and, with or without cause, may, without prejudice to any other rights or remedy it may have, by fourteen (14) days' notice to the other party, terminate the agreement for the party's convenience.

#### ARTICLE 9: Damages.

It is hereby mutually covenanted and agreed that 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.

#### ARTICLE 10: Indemnity and Save Harmless Agreement.

A. The Licensee agrees to indemnify and save the City, its officers, agents and employees harmless from any liability imposed upon the City, its officers, agents and/or employees arising from the negligence, active or passive, of the Licensee, which responsibility shall be limited to the insurance coverage herein provided and consistent with Article 3(E) of this Agreement.

B. The City agrees to indemnify and save the Licensee, its officers, agents and employees harmless from any liability imposed upon the Licensee, its officers, agents and/or employees arising from the negligence, active or passive, of the City.

#### ARTICLE 11: No Assignment.

The Licensee is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement or of its right, title or interest in this agreement or its power to execute this agreement to any other person or corporation without the previous consent in writing of the City.

#### ARTICLE 12: Required Provisions of Law.

Each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or

otherwise, then upon the application of either party, this agreement shall be physically amended forthwith to make such insertion.

#### ARTICLE 13: Notices and Communication.

A. Any and all notices and payments required hereunder shall be addressed as follows or to such other address as may hereafter be designated in writing by either party hereto:

TO: The City of Newburgh  
City Manager  
City Hall, 83 Broadway  
Newburgh, New York 12550  
(845) 569-7301

TO: Bill Garrison, Licensee  
Mountain Valley Guides LLC  
2 Idlewild Avenue  
Cornwall-on-Hudson, New York 12520  
(845)

B. All communication concerning the Licensee's activities and programs provided under this Agreement shall be directed to the Licensee. The City shall not direct any official communication to those employed, retained or engaged by the Licensee to perform the services authorized hereunder unless otherwise directed in writing by the Licensee to the City.

#### ARTICLE 14: Waiver.

No waiver of any breach of any condition of the agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

#### ARTICLE 15: Modification:

This agreement constitutes the complete understanding of the parties. No modification or any provisions thereof shall be valid unless in writing and signed by both parties.

*Remainder of this page intentionally left blank*

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the day and year first above written.

THE CITY OF NEWBURGH

By: \_\_\_\_\_  
MICHAEL G. CIARAVINO  
City Manager  
Per Res. No.:

MOUNTAIN VALLEY GUIDES LLC

By: \_\_\_\_\_  
Bill Garrison

Approved as to form:

\_\_\_\_\_  
MICHELLE KELSON  
Corporation Counsel

\_\_\_\_\_  
KATHRYN MACK  
City Comptroller

RESOLUTION NO.: 93 - 2017

OF

APRIL 6, 2017

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE  
A LICENSE AGREEMENT WITH MOUNTAIN VALLEY GUIDES LLC  
FOR ACCESS TO AND THE USE OF THE WASHINGTON STREET BOAT LAUNCH  
AND UNICO PARK TO PROVIDE KAYAK RENTALS AND TOURS**

**WHEREAS**, by Resolution No. 54-2016 of March 14, 2016, the City Council of the City of Newburgh authorized the City Manager to enter into a license agreement with Mountain Valley Guides LLC for access to and the use of the Washington Street Boat Launch and Unico Park to provide kayak rentals and tours; and

**WHEREAS**, Mountain Valley Guides LLC and the City of Newburgh wish to renew the license agreement for the 2017 season; and

**WHEREAS**, the City Council has examined the license agreement annexed hereto and determined that entering into such license agreement is in the best interests of the City of Newburgh;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the City Manager be and is hereby authorized to execute and enter into the attached license agreement, in substantially the same form and with other terms as Corporation Counsel may require, on behalf of the City of Newburgh, with Mountain Valley Guides LLC for access to and the use of the Washington Street Boat Launch and Unico Park.

## AGREEMENT

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between:

THE CITY OF NEWBURGH, a municipal corporation having its principal place of business at 83 Broadway, City Hall, Newburgh, New York 12550, hereinafter called the "City"; and

MOUNTAIN VALLEY GUIDES LLC, a limited liability company having its principal place of business at 2 Idlewild Avenue, Cornwall-on-Hudson, New York 12520 hereinafter called "Licensee".

WITNESSETH, that the City and Licensee, for consideration hereinafter named, agree as follows:

### ARTICLE 1: Term.

This Agreement shall run from May 26, 2017 to October 6, 2017

### ARTICLE 2: Obligation of the City.

A. The City shall grant to the Licensee a non-exclusive revocable license to access and the use of the Washington Street Boat Launch in the City of Newburgh for the purpose of launching kayaks in connection with providing kayak rentals and tours to the general public on Saturdays and Sundays and 3 Monday holidays during the period of time set forth in Article 1 above. The City will allocate parking spaces with parking passes for 2 trucks/trailers in the Washington Street Boat Launch parking area to the Licensee.

B. The City shall grant to the licensee a non-exclusive revocable license to access and the use of Unico Park in the City of Newburgh for the purpose of erecting a pop-up tent from which to sell tickets for the kayak rentals and tours during the time period set forth in Article 1 and Article 2, paragraph A above.

### ARTICLE 3: Obligation of Licensee.

A. The Licensee shall ensure that all supplies, including the tent, are stored off-site each night.

B. The Licensee shall pay the cost of all personnel, supplies and equipment necessary and proper for the kayak rentals and tours as is required by their use thereof.

C. The Licensee agrees that he, she or it shall, at all times, comply with all rules and regulations adopted by the City for the operation of the Washington Street Boat Launch and Unico Park which are now in force or which may be hereafter adopted. The Licensee further agrees to comply with all rules, regulations, laws and ordinances promulgated the County of



Orange, State of New York including but not limited to the rules and regulations of the Orange County Department of Health. The Licensee further agrees to comply with all laws of the State of New York and the rules and regulations promulgated thereunder including but not limited to the Co-Operative Agreement between the City of Newburgh and the DEC dated June 6, 1997, as amended.

D. It is expressly understood and agreed by the parties hereto that the Licensee is an independent contractor and not an employee of the City and that any persons employed, retained or engaged by the Licensee to perform the services authorized hereunder shall be employees of the Licensee and not of the City. The Licensee shall inform persons so employed, retained or engaged of these facts.

E. The Licensee assumes all risk in the operation of this service and shall be solely responsible and answerable in damages for all accidents or injuries to persons or property and hereby covenants and agrees to indemnify and keep harmless the City and all Departments of the City of Newburgh and their officers and employees from any and all claims, suits, losses, damage or injury to persons or property of whatsoever kind and nature due to the negligence or improper conduct of the Licensee or any servant, agent or employee, which responsibility shall be limited to the insurance coverage herein provided for.

F. The Licensee shall cooperate with City authorities to provide necessary security and supervision of minors, participating in lessons or present as spectators, during the period of this agreement. The Licensee shall be liable for any damage done to the premises by its officers, agents, servants, employees or invitees during the period of this agreement.

#### ARTICLE 4: Payment.

A. The Licensee shall pay to the City, as and for a fee for access to and the use of the Washington Street Boat Launch and Unico Park during the period of this agreement \$750.00.

#### ARTICLE 5: Insurance.

The Licensee shall not commence activities nor perform any work under this agreement until it has obtained all insurance required under this paragraph 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 agreement.

C. Any accident shall be reported to the Office of the City Manager as soon as possible and not later than twenty-four hours from the time of such accident. A detailed written report must be submitted to the City as soon thereafter as possible as and not later than three (3) days after the date of such accident.

#### ARTICLE 6: Representations of Licensee.

The Licensee represents and warrants:

A. That it is financially solvent and that it is experienced and competent to perform the type of work, conduct the activities or to furnish the consideration to be furnished by it; and

B. That it is familiar with and will abide by and enforce all federal, state, municipal and department laws, ordinances and regulations which may in any way affect the work or play or those employed or engaged therein. It is understood and agreed between the parties that the Licensee shall have no right to control the actions of City employees nor any duty to supervise the actions of City employees.

#### ARTICLE 7: Permits and Regulations.

The Licensee shall procure and pay for all permits and licenses necessary for the services to be rendered hereunder.

#### ARTICLE 8: Termination of the Agreement.

Each party shall have the right to stop work or terminate this agreement under the following terms and conditions:

1. (a) A party refuses or fails to perform any of its obligations under this agreement; or
- (b) A party fails or refuses to comply with all applicable laws or ordinances; or
- (c) A party is guilty of substantial violation of any provision of this agreement.

2. Each party, at its sole discretion and, with or without cause, may, without prejudice to any other rights or remedy it may have, by fourteen (14) days' notice to the other party, terminate the agreement for the party's convenience.

#### ARTICLE 9: Damages.

It is hereby mutually covenanted and agreed that 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.

#### ARTICLE 10: Indemnity and Save Harmless Agreement.

A. The Licensee agrees to indemnify and save the City, its officers, agents and employees harmless from any liability imposed upon the City, its officers, agents and/or employees arising from the negligence, active or passive, of the Licensee, which responsibility shall be limited to the insurance coverage herein provided and consistent with Article 3(E) of this Agreement.

B. The City agrees to indemnify and save the Licensee, its officers, agents and employees harmless from any liability imposed upon the Licensee, its officers, agents and/or employees arising from the negligence, active or passive, of the City.

#### ARTICLE 11: No Assignment.

The Licensee is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement or of its right, title or interest in this agreement or its power to execute this agreement to any other person or corporation without the previous consent in writing of the City.

#### ARTICLE 12: Required Provisions of Law.

Each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party, this agreement shall be physically amended forthwith to make such insertion.

#### ARTICLE 13: Notices and Communication.

A. Any and all notices and payments required hereunder shall be addressed as follows or to such other address as may hereafter be designated in writing by either party hereto:

TO: The City of Newburgh  
City Manager  
City Hall, 83 Broadway  
Newburgh, New York 12550  
(845) 569-7301

TO: Bill Garrison, Licensee  
Mountain Valley Guides LLC  
2 Idlewild Avenue  
Cornwall-on-Hudson, New York 12520  
(845)

B. All communication concerning the Licensee's activities and programs provided under this Agreement shall be directed to the Licensee. The City shall not direct any official communication to those employed, retained or engaged by the Licensee to perform the services authorized hereunder unless otherwise directed in writing by the Licensee to the City.

#### ARTICLE 14: Waiver.

No waiver of any breach of any condition of the agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

#### ARTICLE 15: Modification:

This agreement constitutes the complete understanding of the parties. No modification or any provisions thereof shall be valid unless in writing and signed by both parties.

*Remainder of this page intentionally left blank*

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the day and year first above written.

THE CITY OF NEWBURGH

By: \_\_\_\_\_  
MICHAEL G. CIARAVINO  
City Manager  
Per Res. No.:

MOUNTAIN VALLEY GUIDES LLC

By: \_\_\_\_\_  
Bill Garrison

Approved as to form:

\_\_\_\_\_  
MICHELLE KELSON  
Corporation Counsel

\_\_\_\_\_  
KATHRYN NIVINS  
City Comptroller

RESOLUTION NO.:\_\_\_\_\_ - 2018

OF

FEBRUARY 26, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BFJ PLANNING FOR PROFESSIONAL PLANNING SERVICES AT A COST OF \$50,000.00 TO DEVELOP THE NEWBURGH VISION PLAN AS A FOUNDATION FOR THE CITY OF NEWBURGH 2018 COMPREHENSIVE PLAN AND AMENDING RESOLUTION NO: 333-2017, THE 2018 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK TO TRANSFER FUNDS FROM GRANT MATCH TO PLANNING AND DEVELOPMENT - OTHER SERVICES

WHEREAS, the City of Newburgh adopted its current Comprehensive Plan, Plan-It Newburgh, in 2008, and such Plan must be updated every 10 years; and

WHEREAS, it is necessary and appropriate to retain professional planning services to assist and advise the City in updating the Comprehensive Plan; and

WHEREAS, the firm of BFJ Planning previously provided professional planning services to the City of Newburgh in developing the Future Land Use Plan, adopted in 2011, as an addendum to the 2008 Comprehensive Plan, and in completing the draft Local Waterfront Revitalization Plan; and

WHEREAS, BFJ Planning has submitted a proposal to develop the Newburgh Vision Plan as a foundation for the update to the Comprehensive Plan with a scope of services to include overall project management, data collection and preparation of an existing conditions report, public outreach, and preparation of a visioning report; and

WHEREAS, the cost of the planning services shall not exceed \$50,000.00 and funding will be transferred from A.1918.0400 - Grant Match to A.8684.0448 to Planning and Development - Other Services; and

WHEREAS, after due consideration and evaluation the firm of BFJ Planning has been identified as qualified, able and cost-effective and the preferred firm to provide said services;

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 an agreement with such terms and conditions as Corporation Counsel may require as necessary and appropriate under law, same as being in the best interests of the City of Newburgh with BFJ Planning for professional planning services in connection with the creation of the Newburgh Vision Plan to become a foundation of the 2018 update to the Comprehensive Plan of the City of Newburgh at a cost of \$50,000.00; and

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>Decrease</u>	<u>Increase</u>
A.1918.0400 -Grant Match	<u>\$50,000.00</u>	
A.8684.0448 - Planning and Development - Other Services		<u>\$50,000.00</u>
TOTALS:	\$50,000.00	\$50,000.00

Proposal for:

Newburgh Vision Plan  
Foundation for the Comprehensive Plan

NEWBURGH , NEW YORK

FEBRUARY 2, 2018







Proposal for:

**NEWBURGH VISION PLAN  
FOUNDATION FOR THE COMPREHENSIVE PLAN**

Newburgh, New York

February 2, 2018

**Frank Fish, FAICP**  
Principal  
f.fish@bfjplanning.com  
212.353.7476



## Table of Contents

### Cover Letter

	Page
1.0 Scope of Services and Timeline.....	11
2.0 Budget .....	19
3.0 Organization and Resumes .....	23
4.0 Relevant Experience .....	32





February 2, 2018

Deirdre Glenn  
Office of Economic Development  
City of Newburgh  
83 Broadway  
Newburgh, NY 12550  
(O) 845.569.7383  
E-Mail: [dglenn@cityofnewburgh-ny.gov](mailto:dglenn@cityofnewburgh-ny.gov)

Dear Deirdre:

BFJ Planning (BFJ) is pleased to submit this proposal for the Newburgh Vision Plan to create a foundation for a Comprehensive Plan update. As we discussed last week, we see this Vision Plan as a first step in helping the City of Newburgh work towards a comprehensive plan update. The Vision Plan would help the City establish an overall Vision, along with supporting Goals and Objectives that will eventually help to guide development of your comprehensive plan in the future. The proposal includes BFJ's qualifications to complete the work as well as a preliminary scope, timeline and budget based on our initial understanding of the project. As you know, we have a strong working knowledge of Newburgh and the surrounding region from prior work both with you and with neighboring municipalities. We have also undertaken similar types of visioning projects throughout the region.

We strongly believe that as a team, we can foster a collaborative visioning process by involving a wide range of community stakeholders, including residents, community organizations, businesses, civic leaders, elected officials, and city staff. Our experience has shown that early and consistent involvement of the community inevitably enriches the study process and the content of the final plan.

We are pleased to be considered for this work. If you have any questions, please feel free to give me a call at 212.353.7476 or email me at [f.fish@bfjplanning.com](mailto:f.fish@bfjplanning.com).

Sincerely,



Frank Fish FAICP  
Principal  
BFJ Planning

CHARLOTTE  
CHICAGO  
NEW YORK CITY  
PITTSBURGH  
STAMFORD

FRANK S. FISH FAICP  
GEORGES JACQUEMART PE, AICP  
SUSAN FAVATE, AICP, PP  
SARAH YACKEL, AICP

BUCKHURST FISH  
& JACQUEMART, INC.  
115 FIFTH AVENUE  
NEW YORK, NY 10003  
T. 212.353.7474  
F. 212.353.7494

[WWW.BFJPLANNING.COM](http://WWW.BFJPLANNING.COM)



## **1.0      Scope of Services and Timeline**





## 1.0 Scope of Services

### PROJECT UNDERSTANDING

BFJ Planning is excited about the opportunity to work with the City of Newburgh on a Vision Plan that can serve as a foundation for the City to update its Comprehensive Plan. Newburgh's current Comprehensive Plan, Plan-It Newburgh, was adopted in 2008, with an addendum—the City of Newburgh Future Land Use Plan—adopted in 2011. Both of these documents can serve as a starting point, along with other recent planning work, for the Vision Plan.

However, 2018 is a good time to begin the process of updating the 2008 Comprehensive Plan by reaching out to the community to develop a Vision that can serve as a guide for a full Comprehensive Plan update in the near future. The Vision Plan would also incorporate an existing conditions section that would provide an overview of existing plans, updated demographics and existing land use and zoning. The past ten years have seen evolving trends in the local and regional economy, transportation options, and principles of smart growth, sustainability, and environmental justice. Many of these concepts have been addressed in prior plans for the City, so we hope to build on the work that members of the Newburgh community have created over the years so that the Vision Plan both incorporates ideas that are still relevant while also representing the most current goals of the City.

Public outreach is a central component of our planning process. We will look to residents, business owners, and other critical stakeholder groups for input on the most important issues facing the City, key priorities, and how the community envisions the future of Newburgh. We understand that it is essential to develop a consensus vision that is created with robust participation by local stakeholders to reflect the hopes of the City for a broad range of issues, including Social Well-Being, Sustainability and the Natural Environment, Housing, Economic Development, Transportation, Governance, and Municipal Services.

By working with City staff, local residents, community and neighborhood organizations, the business community, and other stakeholders, we can help to facilitate the creation of a Vision Plan that reflects your community's priorities for the City of Newburgh.

The goal of the Newburgh Vision Plan is not to develop a complete update of Plan-It Newburgh, but rather to gather community input to create the Vision, Goals, and Objectives that can serve as the foundation for a future Comprehensive Plan update. This framework is an important first step in the process and we hope will provide a strong foundation for Newburgh.

### SCOPE OF WORK

Our work program is meant to represent a preliminary approach that we believe is comprehensive and reasonable given our understanding of the project. We are amenable to changes based on input from City staff and will work with staff to revise the scope of work and timeline as appropriate. Our proposed timeline follows the scope of work outlined below.

#### Task 1: Ongoing Coordination and Project Management

##### Task 1a: Ongoing Project Management

Close coordination with elected officials and planning policy-makers is an essential step in developing a Vision Plan that is consistent with City priorities. Throughout the planning process, BFJ will be involved in ongoing coordination with Office of Economic Development as the City's primary point of communication. We are open to a variety of strategies to achieve close coordination with staff, which could include some

## 1.0 Scope of Services

combination of monthly or bi-monthly meetings, regular conference calls, video conferences, and frequent email communications. We also encourage City officials to attend public workshops, to provide their own feedback and to hear constituent concerns in a public setting.

### Task 1b: Meetings with City Staff

Prior to starting work, we will meet with the Office of Economic Development for a kick-off meeting. The meeting will include a discussion of the work program and project schedule, available data and existing reports/plans, outreach methods, and work being done by others to support the overall planning effort. We will also identify key issues and opportunities to address and set the dates for Community Visioning Workshops. In preparation of these meetings, we will discuss the invitation and announcement process, as well as the logistics for all of the focus group meetings.

We propose a total of four meetings with City Staff, including the kick-off meeting, scheduled at key junctures during the process. We envision the second staff meeting occurring after preparation of the Existing Conditions Report and around the time of the first Community Visioning Workshop. The third staff meeting would follow the final Community Visioning workshop to discuss the approach to producing the draft Visioning Report. The fourth and final staff meeting would be scheduled around the time that we produce the draft Visioning Report to discuss comments and revisions for inclusion in the final Visioning Report.

### Task 2: Data Collection and Existing Conditions Report

#### Task 2a: Data Collection and Review of Existing Plans

As part of our data collection efforts, we will gather information pertaining to the City's regional context, recent population trends, and key regional growth issues. The existing conditions report will include:

- General land use and zoning framework.
- Overview of population and housing data.
- Existing and proposed plans.

#### Task 2b: Existing Conditions Report

The Existing Conditions Report provides an overview of the planning context—both local and regional—and existing conditions. This preliminary work will summarize what we learn in Task 2a and is meant to be a targeted look at the key issues that the plan addresses, along with a snapshot of conditions that the City can anticipate in the future.

### Task 3: Public Outreach

#### 3a: Community Visioning Workshops

Public workshops are helpful for us as consultants because they give us an opportunity to meet and hear from members of the public directly. We use public workshops throughout the visioning process as a way to identify aspirations for the community, develop goals that the City should strive to achieve, and test initial objectives that can help achieve the vision and goals.

As our project timeline indicates, we propose three Community Visioning Workshops during preparation of the Vision Plan. We envision the workshops to be structured events with a brief introduction by our team followed

## 1.0 Scope of Services

by interactive discussions that allow us to hear from the community. Before each session, we will prepare visual materials and participatory exercises to be used during the workshop. The workshop will begin with a brief presentation outlining the overall project, explaining its purpose and presenting the initial goals. After a short break, we would conduct a participatory exercise to encourage attendees to share issues, opportunities, and goals for the City. BFJ Planning will produce a summary report that memorializes the input.

In order to increase public awareness about each of the three workshops, BFJ, in conjunction with the City, can create a flyer inviting the public and will assist in other forms of outreach.

### 3b: Public Survey

BFJ will conduct a public survey, which will be administered both through an online tool, such as Survey Monkey, as well as with hard copies. The survey will include questions about community values and concerns for the Village, as well as wishes and wants for the future.

We have found the combination of providing options to take the survey online or on a paper copy can reach the broadest audience. Online surveys are relatively low cost and are convenient for many participants; however, we are careful not to exclude those who are still more comfortable with pen and paper. We will work with the City and local stakeholders to publicize the online survey and provide paper copies at conspicuous locations (such as City Hall, the public library, senior centers, religious institutions, etc.).

BFJ will tabulate the survey results which will help guide prioritization of certain action items based on the input received. Results will be shared with the City and will be included in the Vision Plan.

### 3c: Focus Group Meetings

As part of this task, BFJ will hold three Focus Group meetings involving different stakeholder groups in the City. We will work with City staff to identify inclusive groups so that we can get feedback directly from key groups in the City. We envision these meetings as informal sessions where we would debrief stakeholders on the study and ask for input on key aspirations. The meetings will also encourage stakeholders to be involved in the planning process, which will foster support for the Vision, Goals, and Objectives that come out of the Study.

## Task 4: Visioning Report

### Task 4a: Draft Visioning Report

Following the first two workshops, BFJ will use the results from each workshop to create a draft Vision Plan that can be tested at the third and final workshop. The draft report will discuss the Vision, Goals, and Objectives that are developed based on the Community Visioning Sessions, Public Survey, Focus Group Meetings, and input from City staff. This draft report will include a narrative description of major priorities and illustrations of maps and other graphics developed in each workshop. It will then discuss a consensus vision based on the common elements described by the workshop participants. This consensus vision will be submitted to the City in draft form for comment.

## 1.0 Scope of Services

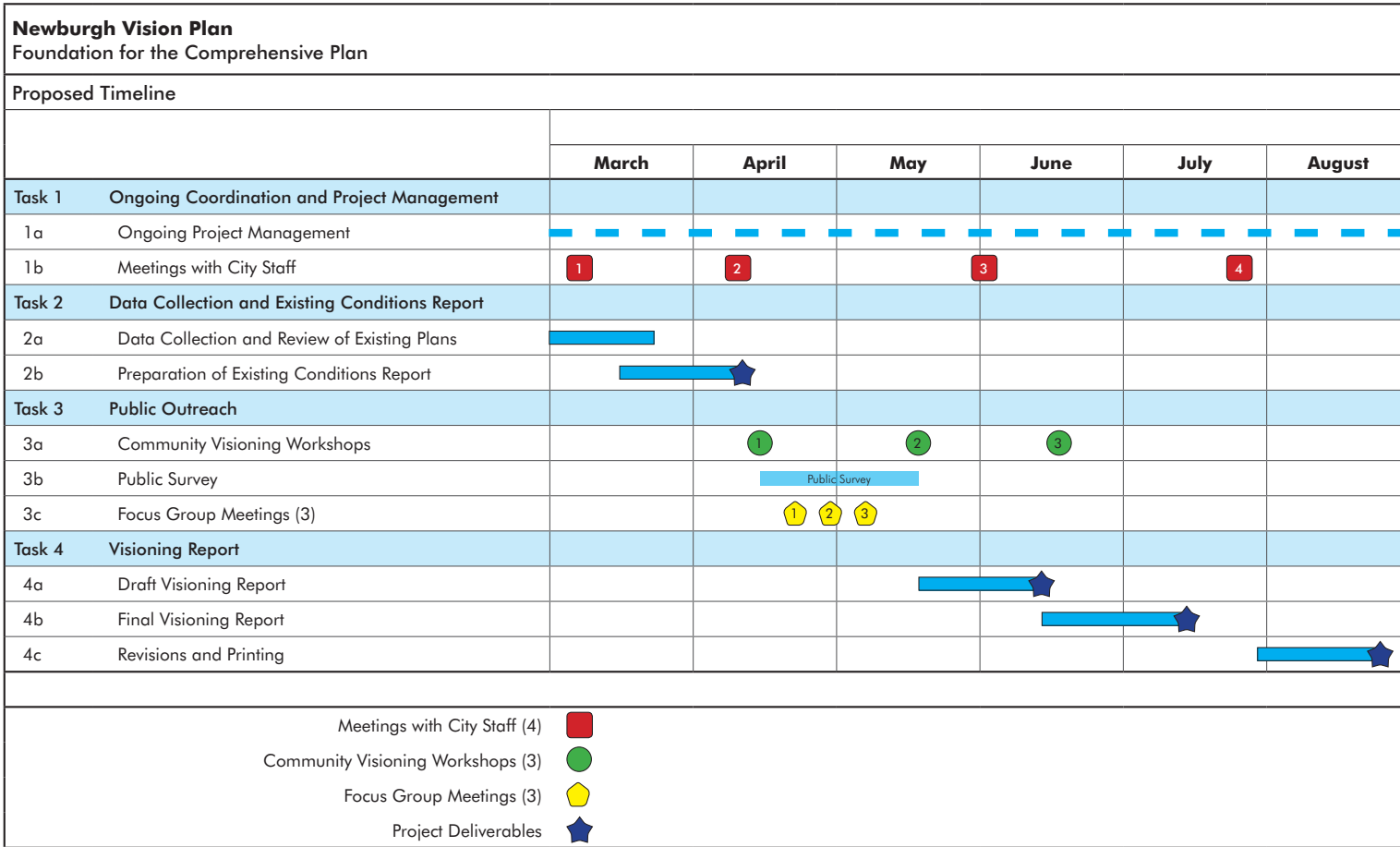
We expect that the report will follow the same organization as Plan-It Newburgh, as follows, however we are open to revisions at the direction of City staff:

- Introduction
- Social Well-Being
- Governance
- Housing
- Natural Environment
- Economic Development
- Transportation
- Municipal Services
- Future Land Use Plan (note: although not included in Plan-It Newburgh, we would include goals and objectives related to the 2011 Future Land Use Plan, which is an addendum to the 2008 Sustainable Master Plan)

### **Task 4b: Final Visioning Report**

At the conclusion of the project, BFJ will revise the Draft Report based on input from City staff and prepare a final Vision Plan that summarizes the public outreach process and presents the community's vision for the City of Newburgh. This report will be a useful tool for sharing the consensus vision for the area with community groups, residents and business owners as well as elected officials and other stakeholders. The City will then be able to build on this foundation to develop a full update of the Comprehensive Plan.

1.0 Timeline





**2.0      Budget**





## 2.0 Budget

<b>Newburgh Vision Plan</b>		
Foundation for the Comprehensive Plan		
Proposed Budget		
Task #	Task Name	Budget by Task
<b>Task 1</b>	<b>Ongoing Coordination and Project Management</b>	
1a	Ongoing Project Management	\$2,500.00
1b	Meetings with City Staff	\$6,000.00
<b>Task 2</b>	<b>Data Collection and Existing Conditions Report</b>	
2a	Data Collection and Review of Existing Plans	\$3,000.00
2b	Preparation of Existing Conditions Report	\$6,000.00
<b>Task 3</b>	<b>Public Outreach</b>	
3a	Community Visioning Workshops	\$12,000.00
3b	Public Survey	\$5,000.00
3c	Focus Group Meetings (3)	\$6,000.00
<b>Task 4</b>	<b>Visioning Report</b>	
4a	Draft Visioning Report	\$5,000.00
4b	Final Visioning Report	\$2,500.00
4c	Revisions and Printing	\$1,000.00
	Expenses	\$1,000.00
	<b>Total Budget</b>	<b>\$50,000.00</b>



### **3.0 Firm Overview and Resumes**



### 3.0 Firm Overview

BFJ Planning is a consulting firm providing professional expertise in planning and related fields since its establishment in 1980. BFJ provides the following services for public, private, and non-profit clients throughout the country and overseas:

- Planning
- Urban design
- Environmental analysis
- Real estate consulting
- Transportation planning

This range of services enables BFJ to bring a project from the initial feasibility stage, through planning and approvals, to site design and implementation.

Principals and staff provide expertise in many areas, which is highly beneficial for complex development projects that require informed, innovative thinking from different professional points of view. This inclusive approach ensures that BFJ's planning and design recommendations are realistic and achievable within project constraints.

BFJ's expertise includes developer negotiations, impact mitigation, and government programs. The firm also has extensive experience with consensus building and the public participation process, conducting public meetings, workshops, and other community liaison programs aimed at public participation and review. These programs allow the firm to provide innovative solutions that fulfill the needs of clients and communities. BFJ has successfully completed more than 1,000 projects in the U.S., East Asia, Europe, and South America.

BFJ is supported by its affiliate, Urbanomics. Since 1984, Urbanomics has provided public- and private-sector clients with an array of economic development planning studies, market studies, tax policy analyses, program evaluations, and economic and demographic forecasts.

#### Planning and Zoning Experience

BFJ Planning has a long history of successfully completing complex planning processes throughout the New York City Metropolitan Region. Our philosophy is to provide principal- and senior-level staffing on all of our projects. As in all of our prior work with the City of Newburgh, the City will have direct access to the Principal-in-Charge, Frank Fish, the project manager, and Simon Kates. We have a record of completing projects on-time, on-budget, and with a special attention paid to developing an inclusive process that results in a plan that can be adopted by the City Council. Between the team of planners that we at BFJ have dedicated to this project we have adequate capacity to provide senior-level staffing throughout the course of the comprehensive planning process.

The following is a summary of the key areas of expertise that the BFJ team would bring to the Newburgh Vision Plan:

#### Planning

BFJ Planning brings more than 35 years of planning experience to this project, having prepared plans and planning studies at a range of scales, in municipalities throughout the region and around the world. We work closely with municipal staff and citizen advisory committees throughout the planning process, providing drafts for review prior to working meetings, taking comments and making revisions as necessary. This close working relationship allows us to be responsive to comments and make corrections promptly to ensure that the process continues to move forward at an appropriate pace.

## 3.0 Firm Overview

### ***Zoning***

Zoning is one of the principal means of implementing a community's comprehensive plan. BFJ has extensive experience preparing and updating zoning ordinances, subdivision regulations, historic preservation ordinances, and other land use regulations. The firm also designs land use policies that complement an area's environmental and historic features and promote sustainability while ensuring its economic viability.

### ***Innovation and Creativity***

The state of our built and natural environment is not, by nature, a static force, and a plan for those environments should not be either. The planning process requires innovative and creativity in developing goal and objectives—but just as importantly, the process also demands responsive strategies to gather public feedback, build consensus and develop a plan that can be adopted by the City Council and implemented by the City. We have assembled a team of planners, designers, and engagement experts who are well-versed in best practices for their respective specialties, but who will also each bring a fresh and tailored perspective to the process.

### ***Sustainability***

The BFJ Team has worked on sustainability action plans for municipalities throughout the Northeast, including Comprehensive Plans with an emphasis on principles of sustainability. In this work, we have identified action items to reduce carbon emissions, enhance energy efficiency, improve climate resilience, prioritize infrastructure improvements, promote transit, and increase awareness of and provide opportunity for residents to live healthier lives.

### ***Public Outreach***

Capturing community values and views that are representative of the public—while ensuring that this input is truly meaningful to the development of the plan—requires a diverse toolbox of outreach strategies. We have put together a Team that will develop a community outreach strategy that takes advantage of traditional outreach methods, new techniques and ideas that have proven to work in Newburgh.

### ***Project Management and Quality Control***

BFJ's project management policy includes regular contact by telephone and email. We keep the client informed of the work progress, sending drawings, draft memos and/or preliminary findings prior to formal client meetings. Team members' work is carefully scheduled and monitored through regular internal communication and reviews. At the project start-up meeting, administrative and procedural measures will be discussed and agreed upon with the client. The success of our approach is demonstrated by BFJ's timely, on-budget delivery.

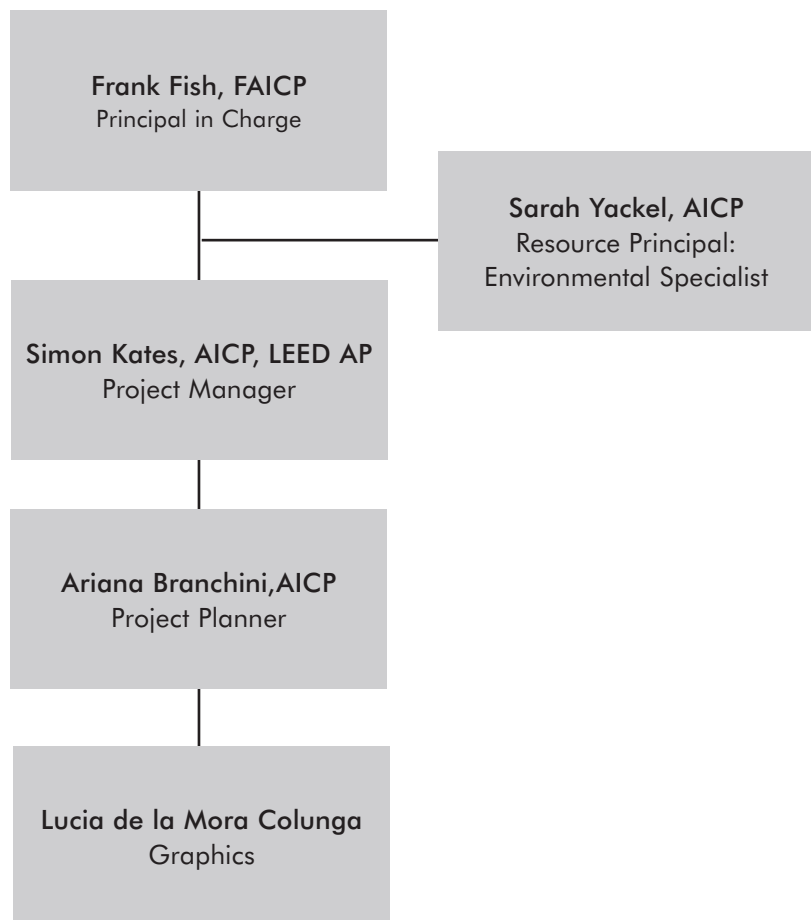
### ***Flexibility and Availability***

BFJ is committed to a planning process based on responding to and adapting to the client's needs as required to satisfactorily complete the scope of work. Our project manager and other members of the core Team will be available as needed for regular daytime meetings and evening meetings. Our Team's location within the region helps to ensure that we are capable of performing all the required tasks effectively and efficiently.

## 3.0 Organization Chart

### CITY OF NEWBURGH

#### BFJ Planning





# Frank S. Fish FAICP

## PRINCIPAL



Frank Fish has over 40 years of experience in urban planning. He directs the firm's master planning, zoning, economic and development feasibility practice areas. He has worked on a range of planning projects from countywide master plans and statewide housing studies to large-scale development proposals for private sector clients.

### PROJECT EXPERIENCE

#### Comprehensive Plans

##### **BARD COLLEGE MASTER PLAN AND PERFORMING ARTS CENTER**

Annandale-on-Hudson, New York  
Role: Principal-in-Charge

##### **BEDFORD COMPREHENSIVE PLAN**

Bedford, New York  
Role: Principal-in-Charge

##### **BRIDGEPORT MASTER PLAN**

Bridgeport, Connecticut  
Role: Principal-in-Charge

##### **BRONXVILLE MASTER PLAN AND ZONING ORDINANCE UPDATE**

Bronxville, New York  
Role: Principal-in-Charge

##### **EAST FISHKILL MASTER PLAN AND ZONING CODE AMENDMENTS**

East Fishkill, New York  
Role: Principal-in-Charge

##### **HARRISON COMPREHENSIVE PLAN**

Town/Village of Harrison, New York  
Role: Principal-in-Charge

##### **IRVINGTON COMPREHENSIVE PLAN**

Irvington, New York  
Role: Principal-in-Charge

##### **MAMARONECK MASTER PLAN UPDATE**

Mamaroneck, New York  
Role: Principal-in-Charge

##### **PAWLING MASTER PLAN**

Pawling, New York  
Role: Principal-in-Charge

#### Zoning

##### **GARDEN CITY ZONING STUDY OF COUNTY PROPERTIES**

Garden City, New York  
Role: Principal-in-Charge

##### **GREATER NEW YORK METROPOLITAN AREA ZONING CODE REVISIONS**

New York, New York  
Role: Principal-in-Charge

##### **PHILADELPHIA ZONING CODE UPDATE**

Philadelphia, Pennsylvania  
Role: Principal-in-Charge

##### **YONKERS HOUSING**

##### **REVITALIZATION STRATEGY**

Yonkers, New York  
Role: Principal-in-Charge

##### **TARRYTOWN WATERFRONT**

Tarrytown, New York  
Role: Principal-in-Charge

#### Environmental Review

##### **CHAPPAQUA CENTRAL SCHOOL DISTRICT SEVEN BRIDGES MIDDLE SCHOOL**

##### **ENVIRONMENTAL IMPACT STATEMENT**

Chappaqua, New York  
Role: Principal-in-Charge

##### **GERMAN SCHOOL NEW YORK**

White Plains, New York  
Role: Principal-in-Charge

##### **SCARSDALE ASSISTED LIVING FACILITY ENVIRONMENTAL IMPACT STATEMENT**

Scarsdale, New York  
Role: Principal-in-Charge

#### EDUCATION

Master of Science, Planning, Pratt Institute

Bachelor of Arts, Political Science, Boston College

Associate of Arts, Classics, St. Thomas Seminary

#### MEMBERSHIPS

Fellow, American Institute of Certified Planners

Board Member, New York Planning Federation

Past Commissioner, AICP Commission

Past President, New York Metropolitan Chapter APA

Past President, American Society of Consulting Planners

#### TEACHING

New York University, Robert Wagner School of Public Service, Adjunct Professor of Planning

Pratt Institute, Graduate Planning Program, Adjunct Professor (1988-1999)

#### AWARDS

Andrew Haswell Green Award for Distinguished Service, 2009, APA New York Metropolitan Chapter

# Simon Kates AICP, LEED AP

## ASSOCIATE



**S**imon Kates has a background in architecture, urban planning, and energy finance. As an associate at BFJ, he has developed a focus in planning issues related to sustainability and resilience to climate change. With a strong belief in community-based planning, Mr. Kates has experience developing comprehensive plans and waterfront plans, addressing economic development issues, and applying complex zoning strategies, such as transfer of development rights. Prior to joining BFJ, he practiced architecture and conducted research on waterfront industrial regulations and the potential impacts of storm surge on adjacent environmental justice communities.

### SELECT PROJECT EXPERIENCE

#### EDUCATION

Bachelor of Art, Tufts University  
Somerville, MA

Master of Architecture, University of  
Oregon  
Eugene, OR

Master of Science City and Regional  
Planning, Pratt University  
Brooklyn, NY

#### REGISTRATION

LEED Accredited Professional

American Institute of Certified Planners

#### MEMBERSHIPS

American Planning Association

#### TEACHING

Visiting Assistant Professor, Pratt  
Institute: Graduate Center for Planning  
and the Environment

#### SOFTWARE

AutoCad, ArcGIS, Revit, Illustrator,  
Photoshop, InDesign, SketchUp, SPSS

#### Comprehensive and Neighborhood Plans

##### RYE COMPREHENSIVE PLAN

Rye, New York  
Role: Project Manager

##### MOUNT KISCO COMPREHENSIVE PLAN

Rye, New York  
Role: Project Manager

##### NEW ROCHELLE COMPREHENSIVE PLAN

New Rochelle, New York  
Role: Project Planner

##### NYACK COMPREHENSIVE PLAN

Nyack, New York  
Role: Project Planner

##### DOWNTOWN REVITALIZATION INITIATIVE

Glens Falls, New York  
Role: Project Manager

##### DOWNTOWN REVITALIZATION INITIATIVE

Watkins Glen, New York  
Role: Project Manager

##### NY RISING COMMUNITY

**RECONSTRUCTION PROGRAM**  
Staten Island, Southeast Queens, the Five  
Towns, South Valley Stream, NY  
Role: Project Planner

#### Waterfront Plans

##### NEW ROCHELLE LOCAL WATERFRONT REVITALIZATION PROGRAM

New Rochelle, New York  
Role: Project Planner

##### NYACK LOCAL WATERFRONT REVITALIZATION PROGRAM

Nyack, New York  
Role: Project Manager

##### PEEKSKILL LOCAL WATERFRONT REVITALIZATION PROGRAM

Peekskill, New York  
Role: Project Planner

#### Zoning

##### NYACK WF DISTRICT ZONING AND DESIGN GUIDELINES

Nyack, New York  
Role: Project Manager

##### CIVITAS C1-9X ZONING ANALYSIS

New York, New York  
Role: Project Manager

##### NYSERDA TDR TOOLBOX

New York State  
Role: Project Manager

##### CIVITAS C1-9X ZONING RECOMMENDATIONS

New York, NY  
Role: Project Manager

##### VILLAGE OF TARRYTOWN HISTORIC COMMONS DISTRICT AMENDMENTS

Tarrytown, New York  
Role: Project Manager

##### GREENWICH R6 ZONING CHANGES

Greenwich, CT  
Role: Project Planner

##### ROCKVILLE CENTRE BUSINESS A-1 ZONING DISTRICT

Rockville Centre, NY  
Role: Project Manager

#### Feasibility Studies

##### MOBILE NEW ROCHELLE - DOWNTOWN SHUTTLE FEASIBILITY STUDY

New Rochelle, NY  
Role: Project Manager

##### FORMER WHITE PLAINS COMPLEX FEASIBILITY STUDY

Peekskill, New York  
Role: Project Manager

##### GREATER JFK INDUSTRIAL BUSINESS IMPROVEMENT DISTRICT

Queens, New York  
Role: Project Manager

# Sarah Yackel, AICP

## PRINCIPAL



### EDUCATION

Master of Science in Urban Planning, Graduate School of Architecture, Planning and Preservation, Columbia University

Bachelor of Arts, Environmental Studies and Political Science, Binghamton University

### REGISTRATION

American Institute of Certified Planners  
The American Planning Association

### MEMBERSHIPS

New York Metro Chapter of the American Planning Association

Sarah Yackel is an urban planner with more than seventeen years of experience in environmental review, land use planning and zoning. Ms. Yackel has extensive expertise in the preparation of comprehensive plans, waterfront plans, and zoning regulations throughout the Metropolitan and Mid-Hudson regions. In addition, Ms. Yackel heads up BFJ's environmental review practice group and has broad knowledge of the environmental impact review and assessment processes, including the management, preparation and review of environmental review documents at all levels of government, public consultation and scoping, and development of effective mitigation strategies. Ms. Yackel has managed a large variety of projects ranging in size and geography, from large-scale urban redevelopment projects to small scale projects in suburban/rural areas. Prior to joining BFJ, Ms. Yackel worked as a planner at the Municipal Art Society (MAS) of New York and at Environmental Science Associates, a San Francisco based environmental planning firm. Ms. Yackel served as the Chair of the New York Metro Chapter of the American Planning Association's (APA) Awards Committee from 2010 to 2015, as Vice President for Committees from 2012-2014, and as Vice President for Professional Development from 2006-2008. Ms. Yackel was awarded the "Floyd Lapp Award" for distinguished service by the APA NY Metro Chapter in 2008. Ms. Yackel has also been a guest lecturer in environmental planning at New York University Robert F. Wagner Graduate School of Public Service and Baruch College.

### PROJECT EXPERIENCE

**NY RISING COMMUNITY RECONSTRUCTION PLAN**  
New York, New York  
Role: Project Manager

**EAST 138TH STREET APARTMENTS**  
Bronx, New York  
Role: Project Manager

**WESTCHESTER PAVILION REDEVELOPMENT PROJECT**  
White Plains, New York  
Role: Project Manager

**ASHBURTON AVENUE**  
Yonkers, New York  
Role: Project Manager

**NEW ROCHELLE COMPREHENSIVE PLAN, ZONING CODE UPDATE, AND SEQR REVIEW**  
New Rochelle, New York  
Role: Project Manager

**42 BROAD STREET W. MIXED-USE DEVELOPMENT PROJECT**  
Mount Vernon, New York  
Role: Project Manager

**CHRISTIE PLACE MIXED-USE DEVELOPMENT**  
Scarsdale, New York  
Role: Project Manager

**9 AND 11-17 SECOND AVENUE**  
New York, New York  
Role: Project Manager

**3560 BROADWAY ENVIRONMENTAL REVIEW**  
New York, New York  
Role: Project Manager

**300 E. 34TH STREET EAS-CEQR**  
New York, New York  
Role: Project Manager

**300 E. 34TH STREET EAS-CEQR**  
Manhattan, New York  
Role: Project Manager

**BRIARCLIFF MANOR PLANNING SERVICES**  
Briarcliff Manor, New York  
Role: Environmental Planner

**BEACH GREEN NORTH**  
Queens, New York  
Role: Environmental Planner

**NEWBURGH PLANNING SERVICES**  
Newburgh, New York

**STAPLETON SENIOR HOUSES**  
Staten Island, New York  
Role: Environmental Planner

# Ariana Branchini, AICP

## PLANNER



Ariana Branchini has worked on a variety of planning projects for public and private sector clients. She has experience with every phase of the study process from data collection in the field to final report preparation. Ms. Branchini provides technical support to planning projects using geospatial modeling tools. In graduate school, she concentrated her studies in planning and economic development with a focus in public realm improvements and public private partnership.

### PROJECT EXPERIENCE

#### EDUCATION

Bachelor of Arts, International Relations,  
Johns Hopkins University

Master of Science in Urban Planning,  
Graduate School of Architecture, Planning  
and Preservation, Columbia University

#### MEMBERSHIP

American Planning Association, New York  
Metro and Connecticut Chapters

#### COMPREHENSIVE PLAN UPDATE

North Castle, New York  
Role: Project Planner

#### MASTER PLAN UPDATE

Rye, New York  
Role: Project Planner

#### DOWNTOWN REVITALIZATION INITIATIVE

Middletown and Glens Falls, New York  
Role: Project Planner

#### TRANSIT-ORIENTED DEVELOPMENT STUDY

Branford, Connecticut  
Role: Transportation Planner

#### FREIGHTWAY SITE REDEVELOPMENT STUDY

Scarsdale, New York  
Role: Project Planner

#### FAIRFIELD METRO TRANSIT-ORIENTED DEVELOPMENT SCHOOL IMPACT ANALYSIS

Fairfield, Connecticut  
Role: Project Planner

#### PRIVATELY OWNED PUBLIC SPACE (POPS) FELLOWSHIP\*

New York, New York  
Role: Consultant to New York City Department  
of City Planning

#### ENVIRONMENTAL PLANNING ANALYSIS\*

New York, New York  
Role: Intern

#### RE-IMAGINING AOYAMA STREET\*

Tokyo, Japan  
Role: Planner

\* Designates work completed prior to  
joining BFJ Planning.

# Lucia De La Mora

## GRAPHICS AND URBAN DESIGN



**L**ucia de la Mora Colunga recently joined BFJ, bringing a diverse range of experience working in architecture, planning and urban design in the public and private sectors. Much of her work has focused on design and use of public spaces. Prior to joining BFJ, Ms. de la Mora worked for the New York City Department of Transportation's Division of Transportation Planning and Management and for the Mexico City Public Space Authority, as well as in private practice in architecture and interior design.

### PROJECT EXPERIENCE

#### EDUCATION

Master of Science in City and Regional Planning, Pratt Institute, 2017

Bachelor of Architecture, Universidad Nacional Autonoma de Mexico, 2008

#### SKILLS

Adobe Creative Suite (Illustrator, Photoshop, InDesign), ArcGIS, AutoCad, SPSS

#### COMPREHENSIVE PLAN

Mt. Kisco New York

Role: Graphics and Urban Design

#### FREIGHTWAY SITE REDEVELOPMENT STUDY

Scarsdale, New York

Role: Graphics and Urban Design

#### LAKE CARNEGIE BRIDGE TRAFFIC ANALYSIS

Princeton, New Jersey

Role: Graphics and Urban Design

#### DOWNTOWN REVITALIZATION INITIATIVE

Watkins Glen, New York

Role: Graphics and Urban Design

#### DOWNTOWN DESIGN GUIDELINES

Port Chester, New York

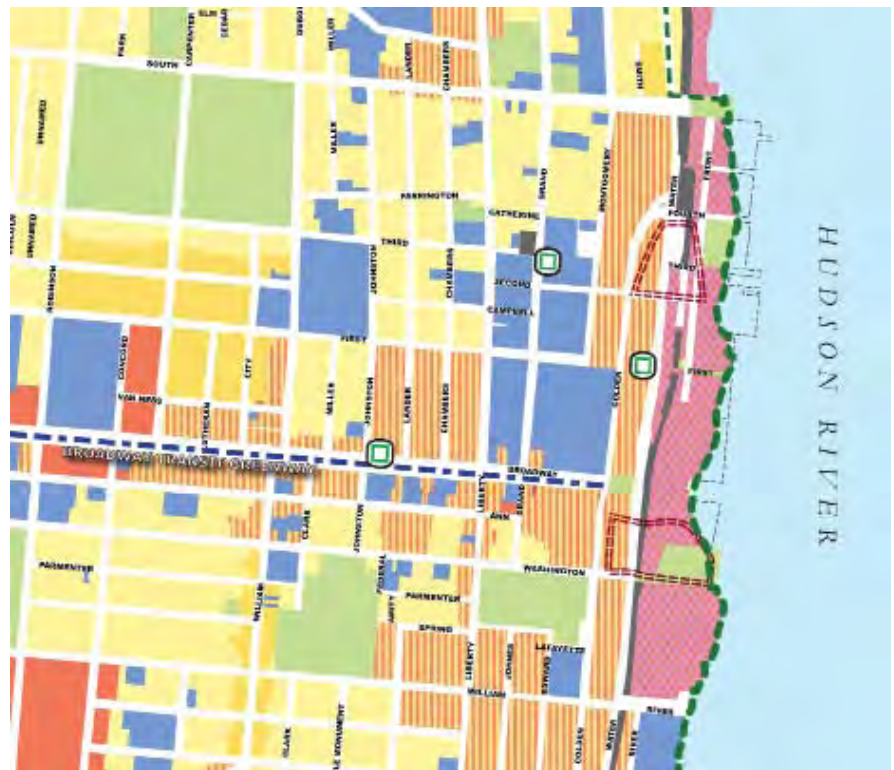
Role: Graphics and Urban Design

## **4.0      Relevant Experience**

## Newburgh Future Land Use Plan

Newburgh, New York

Newburgh's Future Land Use Plan was prepared by BFJ Planning as an addendum to the City's 2008 Master Plan. As part of the study, BFJ surveyed and cataloged all of the City's parcels to develop an existing land use map. Collaboration with City staff, the Land Use Committee and the public helped establish areas of the city where there were opportunities for growth. BFJ used this input along with recommendations from the Master Plan to develop a map illustrating the location and the preferred intensity of future land uses. The report included recommendations for key development areas, parks, open space, plazas and greenways as well as recommendations for future zoning changes. As part of the project, BFJ also prepared environmental documents required under the State Environmental Quality Review (SEQR). The plan was adopted by the City Council in 2011.

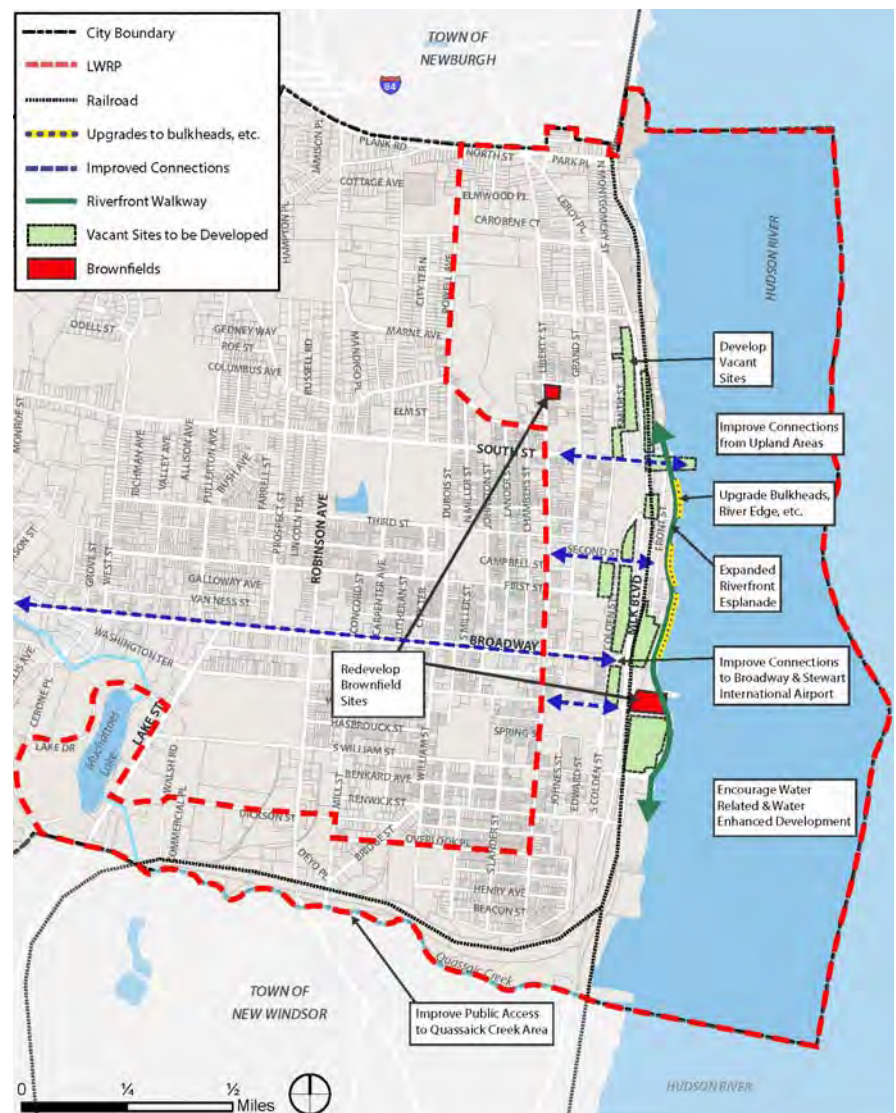




## Newburgh Local Waterfront Revitalization Program (LWRP)

Newburgh, New York

The City of Newburgh, NY retained BFJ Planning to prepare a comprehensive update to the City's 1999 Local Waterfront Revitalization Program (LWRP). This update incorporated a harbor management plan focusing on environmental and recreational issues in the Hudson River and along the riverfront edge. The LWRP update also included an update to the LWRP policies and projects, identified changes in the regulatory environment (e.g. FEMA flood maps) and addressed the impacts of sea level rise and climate change on the City's waterfront. The LWRP focused on strengthening public access and upland connections to the waterfront, provision of additional waterfront recreational opportunities, providing sustainable development guidelines and best management practices for both public and private development sites, and water quality improvements.





## Route 25A Land Use Plan and Community Visioning

Town of Brookhaven, New York

During the last 40 years, the character of the 10-mile long Route 25A corridor between Mount Sinai and Wading River has changed due to increases in population and development. BFI Planning worked with five hamlets along the corridor on a Land Use Plan that addressed the above issues. The focus of the Plan was to create an overall zoning and land use strategy that would make the Route 25A corridor more environmentally and economically sustainable.

The Land Use Plan was preceded by a detailed visioning component that maximized citizen participation. BFI held a series of community planning forums, which helped guide participants through a process of conceptual thinking to the identification of priorities and a vision for each individual hamlet and the corridor as a whole.

As a result of the visioning study, the Land Use Plan created three new zoning overlay districts that preserve the unique qualities of each hamlet, guide future growth to existing centers, and protect the corridor's remaining farms and open space.



## Beacon Visioning Program

Beacon, New York

In the summer of 2006, the City of Beacon in Dutchess County hired BFJ Planning to conduct a visioning process. The city had begun a comprehensive plan process with another firm, but realized that it needed to understand where the community wanted to go with its future. Beacon was turning the corner after a long post-industrial slump, experiencing major changes in its demographics, job base, tourism, real estate values and in its expectations. BFJ was brought in to conduct a public participation project. The end product was to be a vision statement, supported by community outreach. The comprehensive plan would then build on the vision statement and public goodwill generated by our process.

The project was an intensive six weeks. We obtained background material and spent time touring and photographing Beacon, researching comparable vision projects and talking with the plan committee. We then conducted three of four public workshops; the committee itself conducted the fourth due to the very tight budget. For each of the workshops, we presented a 20-minute slide show called Snapshots of Beacon, and then organized the attendees into discussion groups. Each table had questions to work through and a large-scale map to mark up. While participants provided a wide array of comments, four themes emerged: 1) Small Town in a City, 2) Main Street, 3) Government's Role: Community Services & Economic Engine Priming, and 4) Natural Beauty and Historic Heritage. Following the workshops, we prepared a report to document the workshop results and wrote a vision statement for the comprehensive plan committee to incorporate into their ongoing work. We supplemented the vision statement with a citywide concept map that annotated current land use with ideas for gateways and a renovated boulevard; pedestrian linkages among major cultural and retail locations, the Hudson River, and the train station; open space acquisitions, development areas; adaptive reuse of old mill buildings; new creek crossings; infill housing; and new zoning. The updated comprehensive plan was adopted in December 2007.





## City of Beacon Comprehensive Plan Update

Beacon, New York

The City of Beacon required consultant services to update its 2007 Comprehensive Plan to reflect current conditions, create a more user-friendly document and incorporate a special focus on the Hudson River waterfront and train station area.

BFJ Planning's involvement in Beacon goes back to 2006, when it led an intensive visioning process, on behalf of the City, to better understand the community's concerns and priorities as a foundation for preparation of the 2007 Comprehensive Plan. In 2008, the City again retained BFJ to develop a plan and set of strategies to improve linkages among the various travel generators and attractions on the waterfront, Main Street and the train station.

The update to the 2007 Comprehensive Plan focused on preserving Beacon's waterfront, leveraging its train station for TOD opportunities, and better linking the station area to its downtown core. The key approach was to maintain the park-like setting of the riverfront and target development into the City's Linkage Zone, to connect the train station to Main Street, Beacon's focus for commercial activity. The project included recommendations for zoning changes to ensure appropriately scaled development that preserves Hudson River views and complements the City's historic building pattern.

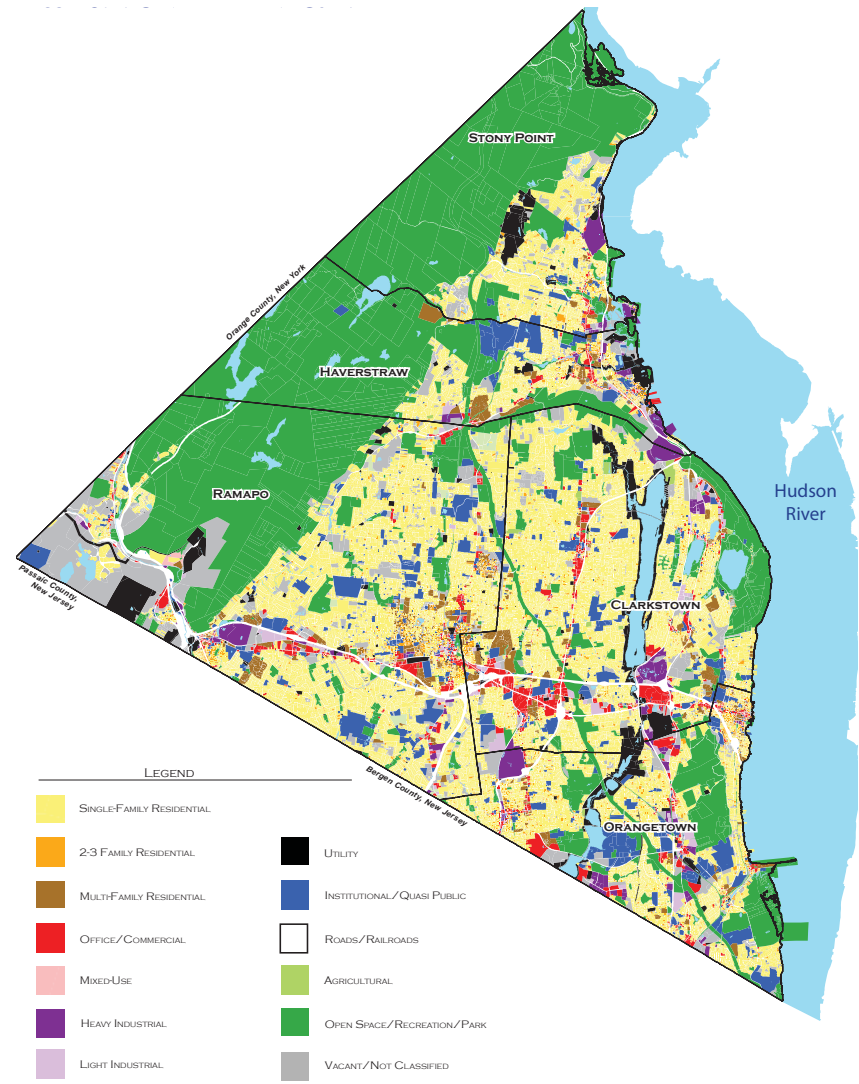


## Rockland County Comprehensive Development Plan

Rockland County, New York

BFJ Planning worked with the Rockland County Legislature to develop an update to their Comprehensive Plan. The Plan provided general recommendations on future county land use issues and policies to implement these strategies, addressed key matters under direct County jurisdiction and identified specific land use and zoning conflicts among municipalities that should be resolved to allow for better functioning of zoning regulations.

The Plan emphasized preserving residential areas and open space, creating additional amenities for residents and visitors, reinforcing existing county centers, fostering and maintaining well-designed business and industrial corridors and clusters. Emphasis was also placed on identifying areas for business development, promoting sustainability and “green” technology, encouraging energy efficiency, and promoting integrated vehicular, mass transit, bicycle and pedestrian transportation infrastructure. Finally, the plan addressed current land use and transportation issues facing Rockland County, such as the arrival of sewer infrastructure to western portions of the county, the uncertain future of the county’s fossil fuel power plants, and the lack of capacity on the Tappan Zee Bridge.





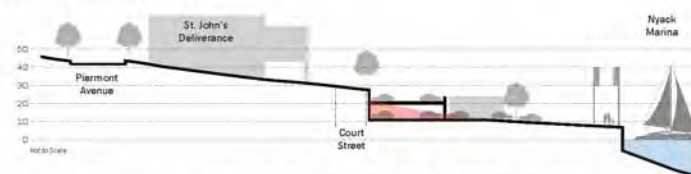
# Nyack Comprehensive Plan

## Nyack, NY

BFJ Planning prepared an update, funded by the New York State Energy Research and Development Authority (NYSERDA), of the 2007 Nyack Comprehensive Plan and Zoning Code. The plan update focused on incorporating demographic and economic conditions and coordinating them with the Sustainable Nyack Action Plan, potential impacts of the new Tappan Zee Bridge, other planning efforts within the Village and ongoing development activity in Nyack and along the Hudson River waterfront.

The Comprehensive Plan update incorporates sustainability principles by identifying goals and initiatives from the Sustainable Nyack Action Plan and coordinating with NYSEDA *Cleaner Greener Communities* efforts to develop a strategy for ongoing tracking through sustainability indicators and metrics. With a focus on the key opportunity areas of downtown, the waterfront and the “Gateway” area of the Village, the Plan also evaluates the potential for commuter or recreational ferry service.

BFJ led a multidisciplinary team of consultants including Perkins Eastman Architects and COWI North America, to cover specific aspects of the Plan such as waterfront opportunities and urban design. As part of the effort, BFJ has directed all public outreach aspects of the Plan update process, including seven public workshops and charrettes and a public survey taken by nearly 1,000 people. The plan was adopted in October 2016.



## Nyack LWRP

Nyack, NY

BFJ Planning is currently updating the Village of Nyack's Local Waterfront Revitalization Program (LWRP), a plan and policy document to guide future uses of the Village's waterfront and increased public access. The Village last adopted an LWRP in 1992, and an update is needed to reflect existing conditions, outline policies that will guide future planning and incorporate harbor management policies that will focus on issues and opportunities to increase the diversity of uses beyond the water's edge.

Nyack's waterfront is largely built-out or currently provides waterfront open-space. However, the Village has an opportunity to create improved connections to the waterfront, Memorial Park, the Village Marina, historical attractions, and downtown. The Nyack LWRP includes an update to the Village's coastal policies, but the core of the plan is in the proposed projects. Some of the top project priorities include the Nyack Brook Improvement Project, a public waterfront walkway that connects downtown to the waterfront, improvements at Memorial Park and the Nyack Marina, and continuing to evaluate the potential for recreational or commuter ferry service.





## Croton-on-Hudson Comprehensive Plan

Village of Croton-on-Hudson,  
New York

BFJ Planning prepared the Comprehensive Plan for the Village of Croton-on-Hudson. The Plan's goals centered on preserving and enhancing the Village's unique resources, including its waterfronts and open space, small-town quality and historic character, and economic diversity. To that end, recommendations included improving the mix and appearance of the Village's commercial centers, expanding access to waterfront and open space amenities, improving traffic flow and pedestrian safety, and preserving the character of residential areas.

The Plan reflects the ideas and recommendations of Village officials, trustees, the Comprehensive Plan Committee, and Village residents. BFJ obtained input from Croton residents during three public workshop discussions and a mail survey of all Village residents. The public input, along with the research on existing conditions within the Village, helped define the guiding vision and the particular issues that became the Plan's focus.



## Peekskill Local Waterfront Revitalization Program

City of Peekskill, New York

BFJ Planning updated the City of Peekskill's Local Waterfront Revitalization Program (LWRP), a plan for the future development and redevelopment of the City's Hudson River waterfront. The City last adopted an LWRP in 2004, and an update is needed to reflect existing conditions, outline policies that will guide future planning and incorporate a waterfront Blue Plan that will focus on issues and opportunities to increase the diversity of uses beyond the water's edge. Peekskill's waterfront has seen significant investment in parks, pedestrian amenities and cultural facilities, and new businesses are beginning to locate along the river. Meanwhile, the City's downtown business district is transforming with live/work artist lofts, residential development and new stores and restaurants. The LWRP update focused on ways to connect these two important areas of Peekskill to maximize economic development and quality-of-life for City residents.





## Middletown DRI

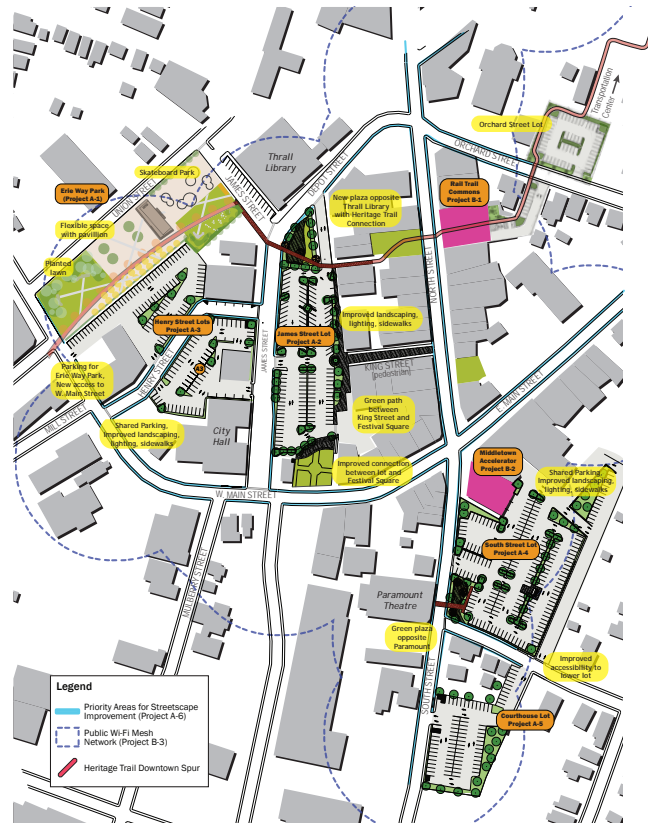
Middletown, New York

BFJ Planning worked with the City of Middletown, New York to develop a strategic investment plan for the Downtown area. The Plan is part of Governor Andrew Cuomo's Downtown Revitalization Initiative (DRI), which provides planning and financial support to help transform selected communities ripe for development. As part of the initiative, the City was awarded \$10 million in funds for projects that will best spur and leverage growth. The Plan includes a vision as established by the community and an implementation strategy, which details candidate projects with sufficient information for the community to make decisions about funding, potential partners and timeframe for implementation.

Developing the projects required close integration of many interconnected areas of expertise. As such, BFJ Planning's team included an interdisciplinary group of planners, engineers, architects, cost estimators, and designers. The eight-month long study was completed in March 2017.



*Erie Way Park - Conceptual Sketch by Thread Collective*





**BFJ Planning**

**NEW YORK**  
NEW YORK  
212.353.7474

**CHARLOTTE**  
NORTH CAROLINA  
704.927.6598

**CHICAGO**  
ILLINOIS  
312.873.6298

**PITTSBURGH**  
PENNSYLVANIA  
412.894.8391

**STAMFORD**  
CONNECTICUT  
203.251.7470

[WWW.BFJPLANNING.COM](http://WWW.BFJPLANNING.COM)